

Non Judicial



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Haryana Government**



Date : 17/03/2021

Certificate No. G0Q2021C4204



GRN No. 74746383



Stamp Duty Paid : ₹ 2003750
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Mrg Castle Reality llp

H.No/Floor : 110/ff

Sector/Ward : 54

LandMark : Vatika tower golf course road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****33



Buyer / Second Party Detail

Name : Mrg Estates Llp

H.No/Floor : 110/ff

Sector/Ward : 54

LandMark : Vatika tower golf course road

City/Village: Gurugram

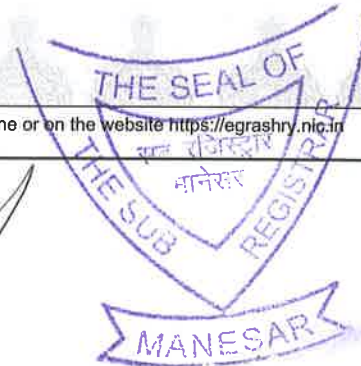
District : Gurugram

State : Haryana

Phone : 99*****33

Purpose : Collaboration Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



For MRG CASTLE REALITY LLP

Mach
Authorised Signatory

For MRG ESTATES LLP

Fahul Shau
Authorised Signatory

प्रलेख न:7751

दिनांक:19-03-2021

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	Manesar
गांव/शहर	बढा
धन संबंधी विवरण	
राशि 100187504 रुपये	स्टाम्प ड्यूटी की राशि 2003750 रुपये
स्टाम्प नं : G0Q2021C4204	स्टाम्प की राशि 2003750 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:74746996 पेस्टिंग शुल्क 0 रुपये
Drafted By: M K CHAUHAN ADV GGM	Service Charge:0

यह प्रलेख आज दिनांक 19-03-2021 दिन शुक्रवार समय 5:10:00 PM बजे श्री/श्रीमती /कुमारी

MS MRG CASTLE REALITY LLP thru HARISHOTHER निवास UNIT 131 VATIKA TOWER SEC 54 GURURGAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।


हस्ताक्षर प्रस्तुतकर्ता
MS MRG CASTLE REALITY LLP

उप/संयुक्त पंजीयन अधिकारी (Manesar)
सब रजिस्ट्रार
मानेसर (गुड़गाँव)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS MRG ESTATES LLP thru RAHUL SHARMAOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी M K CHAUHAN पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी JITENDER SINGH पिता --- निवासी SONIPATने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।



उप/संयुक्त पंजीयन अधिकारी (Manesar)
सब रजिस्ट्रार
मानेसर (गुड़गाँव)

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made at Gurgaon, Haryana on this 19th day of March, 2021;

BY & BETWEEN:

M/S MRG Castle Reality LLP. (formerly Truetrust Analytics Pvt Ltd), a LLP incorporated under the provisions of the LLP Act, 2008, having its registered office at Unit No 131, Vatika Towers, Sector-54, Gurugram - 122003, through its Authorized Signatory **Sh. Harish (Aadhaar No 403159165363)** duly authorized vide Board Resolution dated 12.03.2021 (Attached herewith as **Annexure I**) (hereinafter referred to as the "**Land Owner**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

M/s MRG Estates LLP, a LLP incorporated under the provisions of the LLP act, 2008, having its registered office at Unit 110, First Floor, Best Sky Tower, Pitampura, New Delhi-110034, through its Authorized Signatory **Sh. Rahul Sharma (Aadhaar No. 815161161269)** duly authorized vide Board Resolution dated 18.03.2021 (Attached herewith as **Annexure II**) (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

The Land Owner and the Developer may hereinafter individually be referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS

- A.** The Land Owner is the absolute and lawful owner and is in peaceful physical possession of is the absolute owner and in actual physical, vacant & peaceful possession of agricultural land comprises in Khewat/Khata No.255/2-258/4, Rectangle No. 1, Killa No. 25 (1-11), Rectangle No. 4 Killa No. 5(7-18), 6(8-0), 7/2/2 (1-1), Khewat/ Khata. No. 578/2- 583/2, Rectangle No. 1, Killa No. 24(5-4), Rectangle No. 4, Killa No. 4 (8-0), Killa No. 7/2/1(5-13), Khewat/Khata No.591/596 Rectangle No. 4, Killa No. 3/2/2 (2-5), Khewat/Khata No. 741/745, Rectangle No. 4, Killa No. 8/1/1 (0-2) 2/3rd Share ie. 0K-1M-3S, Khewat No.591 Khatoni No. 596, Rectangle No. 4, Killa No. 9/1/2/1 (0-4), Khewat No.523 Khatoni No. 528, Rectangle No. 4, Killa No.11/1/1 (0-3) and **Area measuring 40Kanal 0 Marla, 3 Sarasai** situated within the Revenue Estate of Village Badha, Tehsil Manesar, District Gurugram (Haryana) vide Sale Deed Vasika No. 3012 Dated 27.10.2020 and Vasika No. 5667 Dated 22.01.2021 registered with the Sub- Registrar, Manesar and Khewat/Khata No.2/1Min. Khatoni No. 2, Rectangle No. 52, Killa No. 4/2 (0-1), Area measuring 0K

For MRG CASTLE REALITY LLP

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For MRG ESTATES LLP

Harish
Authorized Signatory

Rahul Sharma
Authorized Signatory

Reg. No.

Reg. Year

Book No.

7751

2020-2021

1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru HARISHOTER MS MRG CASTLE REALITY LLP Harishoter

दावेदार :- thru RAHUL SHARMAOTHERMS MRG ESTATES
LLP Rahul Sharma

गवाह 1 :- M K CHAUHAN M K Chauhan

गवाह 2 :- JITENDER SINGH Jitender Singh

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7751 आज दिनांक 19-03-2021 को बही नं 1 जिल्द नं 275 के पृष्ठ नं 125.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1268 के पृष्ठ संख्या 66 से 68 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 19-03-2021



उप/सयुक्त पंजीयन अधिकारी (Manesar)

सब रजिस्ट्रार
मानेसर (गुडगाँव)

- B. 1M, situated within the Revenue Estate of Village Hayatpur, Sub-Tehsil Harsaru, District Gurugram (Haryana) vide Sale Deed Vasika No. 3739 dated 22.01.2021 registered with the Sub- Registrar, Harsaru **Total Area measuring 40 Kanal 01 Marla, 03 Sarsai or 5.0083 Acre** vide mutation No.3378, dated 03.11.2020, Mutation No. 3400 Dated 09.02.2021 and Mutation 3926 dated 11.02.2021.
- C. That the Land Owner is lawful owner and in possession of total land measuring **measuring 40 Kanal 1 Marla 3 Sarasa or 5.0083 Acres** (hereinafter referred to as the "**Project Land**"), in revenue estate of village Badha and Hayatpur, District Gurgaon, Haryana, as more particularly described in the **Schedule A** written hereto and highlighted in the Plan annexed hereto and marked as **Annexure III**;
- D. The Land Owner is desirous of developing a project of Deen Dayal Jan Awas Yojana ("**Project**") on the Project Land in accordance with Deen Dayal Jan Awas Yojna Policy, 2016 notified by the Department of Town and Country Planning, Haryana on 08th February, 2016 and has approached the Developer for development of the Project on the Project Land in collaboration;
- E. The Developer is engaged in the business of development of real estate projects;
- F. The Developer has agreed to develop the Project on the Project Land in collaboration with the Land Owner on terms and conditions contained herein.
- G. The Parties hereto, for their mutual benefits, have agreed to collaborate with each other for development and construction of the Project upon the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"**Agreement**" means this irrevocable Collaboration Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"**Applicable Laws**" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"**Approvals**" means any permission, approval, sanction, clearance, consent, letter of intent, the License, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

"**Distributable Revenue**" shall mean and include any and all revenues and proceeds on



account of sale/ lease/ license/ transfer but not limited to any advance bookings, earnest money, preferential location charges, parking, clubhouse, Power Back up, interest, transfer fees, or any other charges that are recovered or recoverable from the buyer/Prospective buyer of the units in the developed Project.

“**EDC**” shall mean the external development charges in respect of development of the Project;

“**Effective Date**” means the date of execution of this Agreement.

“**Encumbrance**” shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

“**Government Authority**” shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

“**SPA**” means the power of attorney to be executed by the Land Owner in favour of the Developer in respect of the Project substantially in the form annexed hereto and marked as **Annexure IV**.

“**License**” shall mean the license to be obtained from the Department of Town and Country Planning, Haryana (DTPC) for development of the Project on the Project Land;

“**Policy**” shall mean Deen Dayal Awas Yojana, 2016 policy notified by Haryana Government, Town and Country Planning Department on 08th February, 2016.

“**Project**” has the meaning given to it in **Recital C** herein above.

“**Project Account**” shall mean the bank account to be opened by the Developer in a reputed scheduled commercial bank wherein the entire receipts/sale proceeds, etc., and expenditures pertaining to Project shall be deposited and booked.

“**Project Land**” has the meaning given to it in **Recital B** herein above.

“**Representatives**” means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

ARTICLE 2

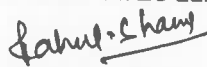
PROJECT AND PROJECT LAND

- 2.1 The Developer shall develop the Project as defined in Recital C on the Project Land defined in Recital B in accordance with the Approvals including sanctioned layout/building plans and compliance of Policy and Applicable Laws. The cost and expenses of taking letter of intent, change of land use, licence, sanctions, clearances, layout plans/building plans, etc., and cost of construction including but not limited to raw material, labour charges, fees, commission, salary, wages of architects, labourers, engineers in respect of the residential

For MRG CASTLE REALITY LLP


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For MRG ESTATES LLP


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affordable housing shall not be shared by the Land Owner and shall be borne solely by the Developer.

- 2.2 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall comprise of affordable housing with a small shopping area in accordance with the Policy and Applicable Laws and as detailed in the License to be issued by **DTCP**. All the costs of project construction (including the cost and expenses of taking sanctions, licenses, etc) of shopping area in the project shall be borne by the Developer only.
- 2.3 The Parties agree that all documents, material and statements provided by the Land Owner at the time of execution of this Agreement have been considered by the Developer before investing in and participate in the development of the Project on the Project Land. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land or part thereof is noted or found, the Developer shall rectify and remove such defects at his own cost.
- 2.4 The Land Owner shall hand over the vacant physical possession of the Project Land for inspection, measurement and demarcation by Patwari authorized by the Developer on execution of this Agreement.

ARTICLE 3


CONSTRUCTION AND DEVELOPMENT OF PROJECT

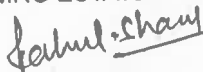
- 3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:
- (i) The Land Owner shall grant irrevocable rights to the Developer and provide the vacant physical possession of the Project Land to the Developer for obtaining Letter of Intent in respect of the Project Land from DTCP.
 - (ii) The Developer shall obtain the Sanctions, Approvals for construction and development of the Project including but not limited to letter of intent and the License from the DTCP at its own costs and expenses which shall not be shared by the land owner.
 - (iii) Upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction solely at its own costs and expenses.
 - (iv) The Land Owner and the Developer shall share the Distributable Revenue received/realized, to be received/realized from the saleable area of the Project in the manner as provided hereinafter in this Agreement.
- 3.2 The scope of development of the Project Land includes planning, designing, construction and development on the Project Land with all incidental and related facilities and amenities in accordance with the policy which shall be the sole responsibility of the Developer.
- 3.3 The Developer shall obtain all the Approvals such as letter of intent, the License, approval of Zoning, sanction of building plans at its own cost and expenses. The Land Owner shall, however, co-operate and provide necessary assistance to the Developer in this regard including but not limited to execution and signing of relevant documents, applications, undertakings and affidavits etc. in the course of obtaining the Approvals. Amount payable to the Government towards EDC, Scrutiny Fee's, other statutory dues shall not be shared by the land owner & shall be borne solely by the Developer.

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- 3.4 The Developer is authorized to plan, design, construct and develop the Project on the Project Land at its own costs and expense in accordance with Policy. However, the Developer while carrying out the activity of planning, designing and developing the Project, shall ensure that the maximum Floor Space Index permitted under the relevant bye-laws is utilized.
- 3.5 The Land Owner hereby grants in favour of the Developer and the Developer hereby accepts from the Land Owner the right to develop the Project in terms of this Agreement and Policy.
- 3.6 The Land Owner shall provide the vacant physical possession of the Project Land and shall grant to the Developer and its Representatives the right to enter into the Project Land for the purpose of planning, designing and survey of the Project Land, to put/ display hoardings/ sign boards etc at the site for advertisement/ marketing of the project and to do all acts in relation to the construction and development of the Project thereon.
- 3.7 The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the development of the Project as it may decide from time to time.
- 3.8 Simultaneously with the execution of this Agreement, the Land Owner shall execute the SPA in favour of the Developer and its Representatives which shall be substantially in the form set forth in **Annexure-IV** hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds necessary on his behalf for the development of the Project, deal with the Project Land in accordance with this Agreement and to give effect to this Agreement.
- 3.9 It is also agreed that the developer shall sign, execute and deliver all papers, documents, letters, affidavits, no-objection certificates, flat buyer agreement, authorizations, undertakings and take such other actions as may be required for purposes of construction, development, marketing of the Project in accordance with the Policy.
- 3.10 The Land Owner shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owner in his capacity as owner of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project.
- 3.11 Subject to the Policy, the Developer shall be free to develop the Project in such manner as it may deem fit. The Land Owner shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

ARTICLE 4

SHARING OF DISTRIBUTABLE REVENUE

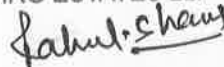
- 4.1 In consideration of the contribution of the Project Land by the Land Owner for execution of the Project and the Developer bearing the responsibility of execution of the Project, the Distributable Revenue of the Project shall be shared between the Parties in the ratio mentioned herein below ("**Revenue Sharing Ratio**") in respect of the sanction obtained against actual area of project land :

Land Owners' Share	30% of the Distributable Revenue
Developer's Share	70% of the Distributable Revenue

For MRG CASTLE REALITY LLP


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For MRG ESTATES LLP


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10/10/2017
10/10/2017

10/10/2017
10/10/2017

It is also agreed that the Developer has paid a lamp-sum amount of Rs. 10,00,000/- (Rupees Ten Lakhs Fifty Thousand Only) towards Refundable Security Deposit vide cheque No. 000020 Dated 19.03.2021 drawn on AU Small Finance Bank, Gurgaon, 122001 for the land admeasuring 5.0083 to the Land Owner.

ARTICLE 5

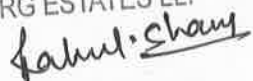
OBLIGATIONS OF THE DEVELOPER

- 5.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to change of Land Use, sanction for building plans, zoning approvals, letter of intent, the License, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project on the Project Land at its own costs and expenses and to develop the Project in accordance with the Approvals, Policy, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties notwithstanding.
- 5.2 Developer undertakes that in case Letter of Intent is received to develop, the Developer shall develop the project in the said land bearing bearing Khewat/Khata No.255/2-258/4, Rectangle No. 1, Killa No. 25 (1-11), Rectangle No. 4 Killa No. 5(7-18), 6(8-0), 7/2/2 (1-1), Khewat/Khata. No. 578/2- 583/2, Rectangle No. 1, Killa No. 24(5-4), Rectangle No. 4, Killa No. 4 (8-0), Killa No. 7/2/1(5-13), Khewat/Khata No.591/596 Rectangle No. 4, Killa No. 3/2/2 (2-5), Khewat/Khata No. 741/745, Rectangle No. 4, Killa No. 8/1/1 (0-2) 2/3rd Share ie. 0K-1M-3S, Khewat No.591 Khatoni No. 596, Rectangle No. 4, Killa No. 9/1/2/1 (0-4), Khewat No.523 Khatoni No. 528, Rectangle No. 4, Killa No.11/1/1 (0-3) and **Area measuring 40Kanal 0 Marla, 3 Sarasai** situated within the Revenue Estate of Village Badha, Tehsil Manesar, District Gurugram (Haryana) vide Sale Deed Vasika No. 3012 Dated 27.10.2020 and Vasika No. 5667 Dated 22.01.2021 registered with the Sub- Registrar, Manaser and Khewat/Khata No.2/1Min, Khatoni No. 2, Rectangle No. 52, Killa No. 4/2 (0-1), **Area measuring 0K 1M**, situated within the Revenue Estate of Village Hayatpur, Sub-Tehsil Harsaru, District Gurugram (Haryana) vide Sale Deed Vasika No. 3739 dated 22.01.2021 registered with the Sub- Registrar, Harsaru **Area measuring 40Kanal 1 Marla, 3Sarsai or 5. 0083 Acre** vide mutation No. 3378, dated 03.11.2020, Mutation No. 3400 Dated 09.02.2021 and Mutation 3926 dated 11.02.2021.
- 5.3 The Developer on its own responsibility and liability shall engage contractors, architects, engineers, consultants and workmen for execution of the Project at its own cost, expense, liability.
- 5.4 The Developer shall run, operate and maintain the Project either itself or through third party agencies. However, the liability to develop the Project shall exclusively remain that of the Developer and the same cannot be delegated by the Developer so as to absolve itself from liability of developing the Project.
- 5.5 The Developer shall ensure safety, security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 5.6 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Project as per terms of this agreement and Policy shall ensure that all relevant statutes, laws, bye-laws are complied with and the Land Owner shall not be liable for any cost, damage, compensation, etc., arising from violation of any law, statute etc or from any act of the Developer or contractors, architects, engineers, consultants and workmen, etc.
- 5.7 The developer shall open a bank account with a reputed scheduled commercial bank wherein the entire receipts/sale proceeds, etc., and expenses pertaining to the project shall be deposited and booked respectively. The developer shall provide monthly statement of said bank account to the land owner on monthly basis.

For MRG CASTLE REALITY LLP


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For MRG ESTATES LLP


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- 5.8 The developers shall provide books of accounts including profit and loss account, cash flow statement, fund flow statement showing the receipts/sale proceeds until the payment of entire Revenue Share of the Land Owner on quarterly basis.

ARTICLE 6

OBLIGATIONS OF THE LAND OWNER

- 6.1 The Land Owner shall execute the SPA and get the same registered simultaneously.
- 6.2 The Land Owner shall ensure that the Project Land is handed over to the Developer and it shall be the obligation of the Developer to keep the project land free from encroachment.
- 6.3 The Land Owner shall not disturb, prevent or interrupt the construction and development activities to be carried out by the Developer for the development of the Project in accordance with terms of this agreement, Policy and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 6.4 The Land Owner undertake and assure that the Land Owner and/ or any other person(s) claiming under them shall not, in any way, transfer, Encumber, mortgage or part with its/ their rights, title of interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project.
- 6.5 The Land Owner shall keep title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto till delivery of physical possession.
- 6.6 All expenses, costs and taxes with respect to the Project Land shall be solely paid and borne by the Developer.
- 6.7 It is agreed between the Parties that this Agreement and SPA shall be treated as cancelled and revoked in case the Developer fails to get the letter of intent within 90 days or such extended period, if any from the effective date and shall not have any effect. Thereafter, the Developer shall not have any right whatsoever including the right of development in the Project Land.

ARTICLE 7

COMPLETION

- 7.1 Subject to Force Majeure conditions and due performance of his obligations by the Land Owner, the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law, within 7 years (5+2 years) from the date of grant of License.

ARTICLE 8

RIGHT TO BOOK, ALLOT, ASSIGN, CONVEYANCE AND MAINTENANCE

- 8.1 The Parties hereby confirm that:

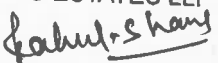
- (i) Subject to the Developer making timely payments of land owner's share in accordance with afore stated terms, the Developer shall have the right to market, allot the saleable area of the Project as it has been dealt herein above, at the government designated price. The Land Owner shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.

- (ii) It is also agreed that the developer shall sign, execute and deliver all papers, documents, letters, affidavits, no-objection certificates, flat buyer agreement, authorizations, undertakings, the possession letter, sale deed, documents acknowledging the transfer of

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the developed units in the Project Land in favour of the Prospective buyer and take such other actions as may be required for purposes of construction, development, marketing of the Project in accordance with the Policy.

ARTICLE 9

FUNDING

- 9.1 The Developer shall be entitled to avail loan for construction including mortgage of Project Land and development of the Project including payment of EDC and provision of necessary bank guarantees from banks/financial institutions against mortgage of or by creation of charge over its share of receivables from the Project as security for the said loan. The Land Owner shall provide the title deeds of the Project Land and necessary documents in this regard.
- 9.2 The cost of funding/ loan as above shall be borne and paid by the Developer alone and repayment of such loan of the lender shall be the sole responsibility and liability of the Developer and land owner shall not in any way be responsible for the same

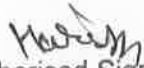
ARTICLE 10

REPRESENTATIONS AND WARRANTIES


10.1 The Land Owner, hereby, represents and warrants as follows:

- (i) The Land Owner is the lawful owner and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.
- (ii) The Project Land is clear from all defects in title/ ownership. The title is clear, marketable and capable of being developed in to a Project.
- (iii) The Land Owner has clear and marketable title over the Project Land and the Project Land is free from all Encumbrances.
- (iv) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending. There are no restrictions or ceilings applicable on the land holdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.
- (v) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owners are not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice or any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government Authority or regulatory body, in relation to the Project Land.
- (vi) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owners at law or in equity before any court or before any other judicial, quasi-judicial or other authority.
- (vii) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.

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- (viii) The Land Owners shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof) till the developer performs its obligations as per terms of this agreement.
- (ix) All the representations and warranties are valid notwithstanding any information or document furnished to the Developer.

10.2 The Developer hereby represents and warrants as follows:

- (i) The Developer shall arrange the requisite resources to obtain letter of intent, licence(s), sanctions, clearances, etc, to construct and develop the Project as per the terms and conditions agreed in this Agreement.
- (ii) The Developer shall construct, develop, market the Project at its own cost in the manner and in accordance with the terms and conditions of this Agreement.

10.3 The Land Owners and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.
- (ii) Each Party (wherever applicable) is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.
- (iv) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (v) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

ARTICLE 11

SALES AND MARKETING

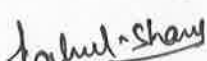
11.1 The Parties hereby agree that the developer shall be entitled to undertake marketing of the whole Project according to the norms laid down in Policy. The name and branding of the Project shall

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be decided and finalized by the Developer at its sole discretion. The cost of marketing the Project shall be borne solely by the Developer.

- 11.2 After due approval of the Project by Government Authorities/ statutory authorities, the Developer subject to Para 3.9 of Article 3 shall be entitled to make advance bookings and to enter into agreements for sale with any prospective buyer(s) for the developed area of the project at the price allowed by the government for such affordable group housings as per the payment schedule determined by the Policy.

ARTICLE 12

INDEMNIFICATION

- 12.1 The Developer ("**Defaulting Party**") hereby agrees to indemnify and hold harmless the other Party/ Land Owner, ("**Non-Defaulting Party**") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

ARTICLE 13

FORCE MAJEURE

- 13.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "**Affected Party**") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. '**Force Majeure**' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force Majeure. The Affected Party shall immediately notify the other Party in writing of the happening of any such event of Force Majeure. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist. The time lines provided herein

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in this Agreement shall be extended by the period of Force Majeure.

ARTICLE 14

DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

14.1 Amicable Settlement: In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.

14.2 Arbitration: If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, each of the Party shall appoint one arbitrator and two arbitrators so appointed shall appoint the third arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Delhi. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.

14.3 Governing Law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Gurgaon, Haryana only.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 No Partnership: The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

15.2 Waiver: No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

15.3 Taxes: Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

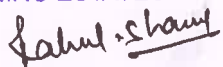
15.4 Stamp Duty & Registration: The Parties shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners.

15.5 Notice: All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered post, courier. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

To Land Owner: **M/s MRG Castle Realty, LLP,**
Unit 131, First Floor, Tower-A,

For MRG CASTLE REALITY LLP Vatika Tower, Golf Course Road,


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For MRG ESTATES LLP

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Gurugram

To Developer: **M/s MRG Estates LLP,**
Unit 110, First Floor, Best Sky Tower,
Pitampura, New Delhi-110034


- 15.6 Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
- 15.7 Assignment:** Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without prior consent in writing of other Parties.
- 15.8 Termination:** Save and except as permitted under in this Agreement, this Agreement shall be irrevocable for both the parties.
- 15.9 Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 15.10 Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- 15.11 Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by
The Land Owner

For MRG CASTLE REALITY LLP

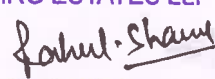

Authorised Signatory



Drafted By
M.K. CHAUHAN
Advocate
Distt. Court Gurgaon


M.K. CHAUHAN
Advocate
Distt. Court Gurgaon

Signed and delivered by

For MRG ESTATES LLP


Authorised Signatory
Name


Jitendra Singh
Shash Kishu Singh
H.N. 11 St Sector 15
Gurgaon



21 Aug 2011
Jagdeep

21 Aug 2011
Jagdeep

21 Aug 2011
Jagdeep

SCHEDULE A

S.No.	Khewat / Khata No.	Name of the Company and their share	Rect.No	Killa No.	Total Area (K-M-S)	
1	255/258	MRG Castle Reality LLP	1	25 (1-11)	18 - 10	
			4	5(7-18), 6(8-0), 7/2/2 (1-1)		
2	578/583	MRG Castle Reality LLP	1	24 (5-4)	18-17	
			4	4 (8-0), 7/2/1 (5-13)		
3	591	MRG Castle Reality LLP	4	3/2/2 (2-5)	2-5	
4	741	MRG Castle Reality LLP	4	8/1/1 (0-2) (2/3 rd Share)	0-1-3	
5	591/596	MRG Castle Reality LLP	4	9/1/2/1	0-4	
6	523/528	MRG Castle Reality LLP	4	11/1/1	0-3	
7	2/2	MRG Castle Reality LLP	52	4/2	0-1	
TOTAL AREA					40-1-3	

For MRG CASTLE REALITY LLP

Moum

Authorised Signatory

Sahul-Sham

