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सत्यमेव जयते

ONE 382
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

80692 F 054001

COLLABORATION AGREEMENT

382
This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon, Haryana on this 2nd day of February, 2011.

BETWEEN

M/s. Orris Infrastructure Private Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at RZ-503, Mahavir Enclave, New Delhi - 110045 and acting through its authorized signatory, Shri Sanjay Gupta S/o Sh. Khem Chand Gupta R/o Haley Mandi (Patudi), District - Gurgaon, Haryana, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the **FIRST PART**

AND

Sh. Jitender (1/4th share), Sh. Yadvinder (1/4th share) both sons of Sh. Lakhmi Chand and Sh. Harmender (1/6th share), Sh. Joginder (1/6th share), Sh. Narender (1/6th share) all sons of Sh. Hukam Chand son of Sh. Rampat all resident of Village Hayatpur, Tehsil & District Gurgaon, Haryana

hereinafter referred to as "the Land Owner", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and permitted assigns of the **SECOND PART**.

382
Narender Singh

Narender Singh

Sanjay Gupta

Sanjay Gupta

62401

Cover Infr. Cl. m. d. w. 1

ISHWAR SINGH
STAMP VENDOR

01 FEB 2011

प्रलेख नं: 30697

TEHSIL, GURGAON

Sign

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 19,446,875.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: C.L.Arora adv

यह प्रलेख आज दिनांक 02/02/2011 दिन बुधवार समय 10:59:00AM बजे श्री/श्रीमती/कुमारी M/s Orris Infr Pvt
पुत्री/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी RZ-D5 Mahabir Enclave New Delhi द्वारा प्रजोकरण हेतु प्रस्तुत किया गया।

Jitender
हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Orris Infr Pvt Ltd. thru Jitender (OTHER)



उप/संयुक्त पंजीयन अधिकारी

गुडगावा
ABDULLA KHAN
Joint Sub Registrar
Gurgaon

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Jitender दख्खार होकर प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खार ने मेरे समक्ष पेशकर्ता
को अदा की तथा प्रलेख में वर्णित अधिन अदा की गई राशि को सौंप देने को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्री/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurgaon

व श्री/श्रीमती/कुमारी Krishan पुत्री/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shyam Ram निवासी Vill Hayatpur ने की

साक्षी नं: 1 को हम नम्बरदार/अधिकारता के रूप में जानते हैं/जानती हैं/जानती हैं/जानती हैं साक्षी नं: 2 की पहचान करता है।

दिनांक 02/02/2011

उप/संयुक्त पंजीयन अधिकारी
ABDULLA KHAN
Joint Sub Registrar
Gurgaon

The parties of the FIRST and the SECOND PART are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner has represented that the said Land Owner is the absolute Owner and in physical possession of land falling in Khewat No. 149/107, Khata No. 171-174, Mustil No. 56, Killa No. 18/1 (5-13), 16 (8-0), 17 (8-0), 24/1 (2-2), Mustil No. 58, Killa No. 2/1 (4-0), Mustil No. 59, Killa No. 19 (8-0), 20/2 (1-8), 21/1 (7-16) Kita 8 in full which is 44 Kanai 19 Marla Salam vide jamabandi year 2004-2005 situated in the revenue estate of village Hayatpur, Tehsil and District Gurgaon, Haryana hereinafter referred to as "the said Land".

AND WHEREAS the shares of the said Land of the Land Owner are by way of Jamabandi for the year 2005-06 of the revenue estate of Hayatpur. The revenue records of said Khasra Nos. are attached herewith as Annexure I and the revenue plan, with demarcation of the said Land therein, is attached herewith as Annexure II. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature.

AND WHEREAS the said Land Owner represented and assured that its share in the said Land has been duly partitioned in the revenue records.

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Residential Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.

AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Residential Project but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct a Residential Project on the said Land and in lieu of the Developer's investments and efforts, the Developer shall be entitled to retain the Plotted Area on the said Land and shall allot the Plotted Area anywhere in the entire Licensable land as per the agreed share given herein to the Land Owner.

AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, as follows :

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

1. The said Land

- a) Land falling in Khewat/Khata No. 149/107, Khata No. 171-174, Mustil No. 56, Killa No. 18/1 (5-13), 16 (8-0), 17 (8-0), 24/1 (2-2), Mustil No. 58, Killa No. 2/1 (4-0), Mustil

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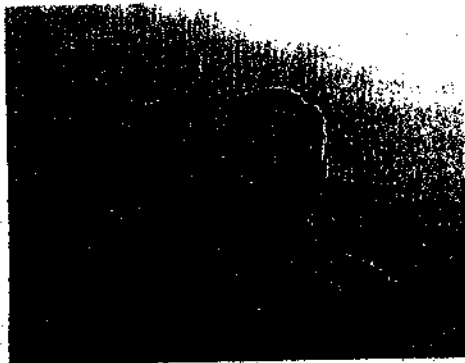
[Signature]

[Signature]
Hemender Singh

Reg. No.
30697

Reg. Year
2010-2011

Book No.
1



पेशकर्ता



दावेदार



गवाह



पेशकर्ता
Jitender Amul

दावेदार
Jitender Amul
nder Amul

Yodvinder Yodvinder Harmender Harmender Jitender Jitender

गवाह 1:- C.L. Arora

गवाह 2:- Krishan

कृष्ण कुमार

No. 59, Killa No. 19 (8-0), 20/2 (1-8), 21/1 (7-16) Kita 8 in full which is 44 Kanal 19 Marla Salam vide jamabandi year 2004-2005 situated in the revenue estate of village Hayatpur, Tehsil and District Gurgaon, Haryana and the said Land has been more particularly demarcated and marked in the revenue plan attached herewith as Annexure II.

- b) The Land Owner agree that either prior to or subsequent to (as and when requested by the Developer) handing over the possession of the said Land to the Developer, they shall get the same officially partitioned and / or demarcated on the ground and whenever any error of omission and/or commission in the revenue records come to the knowledge or notice of the Developer or any of the Land Owner, the Land Owner shall get the same rectified in the revenue records at his own cost & expenses.
- c) The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature. The Developer however, reserves its right to carry out due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.
- d) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities, the said Land shall become available for construction of Residential building(s).
- e) The Land Owner agrees that they shall upon signing of this Agreement, handover the true copies of the Khasra/Khataunies in support of their title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration

In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

- a) The Developer shall pay to the Land Owner the following amount :
Non - refundable amount at the rate of Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) per acre being part of consideration, handing over of physical possession of the said Land.
- b) The Developer accordingly has therefore agreed to pay a total sum of Rs. 1,94,46,875/- (Rupees One Crore Ninety Four Lacs Forty Six Thousand Eight Hundred and Seventy Five Only) to the Land Owner, the Developer hereby pays Rs. 1,94,46,875/- (Rupees One Crore Ninety Four Lacs Forty Six Lacs Eight Hundred and Seventy Five Only) on the date of Collaboration Agreement, in the following manner:

Harmandir Singh
Om
Harmandir Singh
Harmandir Singh
Harmandir Singh

Reg. No.	Reg. Year	Book No.
30697	2010-2011	1

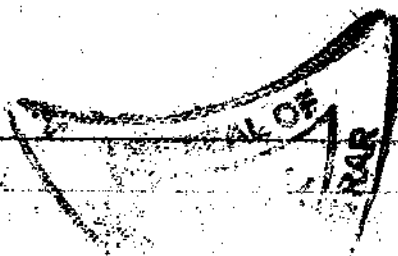
प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 30,697 आज दिनांक 02/02/2011 को बही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये हैं।

दिनांक 02/02/2011

उप/संयुक्त पंजीयन अधिकारी

गढ़गाँवा
ABDULLA KHAN
Joint Sub Registrar
Gurgaon



- 4
- (i) Cheque no 082243 dated 15/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 20,00,000/- (Rupees Twenty Lacs Only) in favour of Sh. Jitender.
 - (ii) Cheque no 082245 dated 15/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 20,00,000/- (Rupees Twenty Lacs Only) in favour of Sh. Yadvinder.
 - (iii) Cheque no 082247 dated 15/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 12,00,000/- (Rupees Twelve Lacs Only) in favour of Sh. Harmender.
 - (iv) Cheque no 082249 dated 15/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 12,00,000/- (Rupees Twelve Lacs Only) in favour of Sh. Joginder.
 - (v) Cheque no 143256 dated 15/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 12,00,000/- (Rupees Twelve Lacs Only) in favour of Sh. Narender.
 - (vi) Cheque no 143272 dated 27/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 20,41,146/- (Rupees Twenty Lacs Forty One Thousand One Hundred and Forty Six Only) in favour of Sh. Harmender.
 - (vii) Cheque no 143271 dated 29/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 28,61,718/- (Rupees Twenty Eight Lacs Sixty One Thousand Seven Hundred and Eighteen Only) in favour of Sh. Jitender.
 - (viii) Cheque no 143273 dated 31/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 28,61,719/- (Rupees Twenty Eight Lacs Sixty One Thousand Seven Hundred and Nineteen Only) in favour of Sh. Yadvinder.
 - (ix) Cheque no 143275 dated 31/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 20,41,146/- (Rupees Twenty Lacs Forty One Thousand One Hundred and Forty Six Only) in favour of Sh. Joginder.
 - (x) Cheque no 143274 dated 31/10/2010 drawn on Axis Bank Ltd., Sector – 14, Gurgaon – 122001, for Rs. 20,41,146/- (Rupees Twenty Lacs Forty One Thousand One Hundred and Forty Six Only) in favour of Sh. Narender.

The receipt of the above cheques is hereby acknowledged by the said Land Owner.

3. Possession of the said Land

a) ~~The Land Owner has on this day handed over the possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement.~~

Gurinder

Harmender Singh

Harmender Singh

Yadvinder Narender

Further, the Land Owner undertakes to issue/execute the document/s showing Possession Handingover of the said Land in writing in favor of the Developer

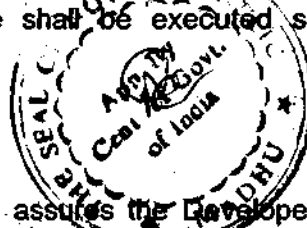
- b) The physical possession of the said Land, once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his / their own cost and risks and after the handing over of the possession of the said Land to the Developer, the same shall not be disturbed by the Land Owner for any reason whatsoever. Any hindrance or interference by the Land Owner or anyone claiming under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this Agreement in such an event the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

4. Authorizations

The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on his/ her/ their/ it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Land Owner agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

5. Land free of charges & liens

- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of License by the Government for development / construction over the said Land. The Land Owner agrees that they shall also be liable to pay the aforesaid charges even if they are



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Hargender Singh

[Signature]
Narinder Singh

communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of issue of the License.

- c) The said Land Owner has represented and assured that if required it shall get its share in the said Land duly partitioned in the revenue records within a period of 3 weeks from the date of this Agreement.

6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. at its own discretion from the date when the Land becomes licensable as per the existing norms subject to due diligence to be carried out by the Developer.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas to the Land Owner shall be offered, at the discretion of the Developer anywhere in the entire Licensable land irrespective of the fact that his/her/their/it's so allotted area does not fall under the said Land, within a period of 30 months from the date of transfer of the said Land and Licence, whichever is later, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any misrepresentation by the Land Owner or due to reasons beyond the reasonable control of the Developer, then in that event the said period of delay shall be excluded from the aforesaid period. Further, the Land Owner hereby agrees to allow grace period for the handing over of possession of the allotted areas. However, if the Developer fails to allot the hereinafter allotted area in shape of plot/s to the Land Owner as per this Collaboration Agreement within the time framework or within the extended period thereof, then in that case the Developer shall be liable to pay an amount by way of damages to compensate the Land Owner for such delay, at the quarterly rate of Rs. 20/- (Rupees Twenty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre.

7. Transfer of License and Title of the Land

- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner shall apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner shall thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within 60 days from the date of grant of No Objection Certificate/ Permissions. The Developer shall pay to the Land Owner consideration amount calculated at the applicable circle rate for the said Land at the time of execution and registration of the Sale Deed for the said Land in favour of the Developer.

- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 60 days from the date of grant of No Objection Certificate /

Guru

[Signature]

Harmandeep Singh

*Jasvirinder
Narinder Kaur*

Permissions from appropriate authorities as aforesaid, the Developer shall be entitled to get the Sale Deed(s) executed and registered, in its favour, through court of Law at the cost and expenses of the Land Owner.

- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer.
- d) That on the execution and registration of the Sale Deed with respect to the said Land, the Developer shall return to the Land Owner all the post dated cheques that may have been executed by the Land Owner in favour of the Developer.

8. Transfer of Plotted Area

- a) The Developer shall have the right, including but not limited to, to develop, construct & market the Residential building/s on the said Land, including its own land, if any, and the land of other land owners as it may acquire or collaborate for, receiving all the required permissions, conversions, Licenses, sanctions, clearances, etc. from the competent authorities and getting the sale deed(s) executed and registered in respect of the said Land in its favour, at its own costs. It is hereby clarified that the Land Owner shall not be liable to incur any costs, investments or expenses for obtaining any permissions and/or licenses & sanctions.
- b) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- c) The Developer on sanction of the Building plans for the Residential Project and transfer of Licence/ title of said land as mentioned in clause 7 above shall allot, to the Land Owner, Plotted Area equivalent to 1350 square yards per Acre (One Thousand Two Hundred and Fifty square yards per Acre) of the area that may be achieved on the licensable area of the said Land, (hereinafter referred to as the said allotted area). It is clearly understood between the parties that the Developer at its own discretion shall allot the aforesaid area anywhere in the entire Licencable land irrespective of the fact that his/her/its so allotted does not fall in the said Land. The Developer shall allot the aforesaid allotted area to the Land Owner but prior thereto the Land Owner shall execute the Sale Deeds of whole of their land in favour of the Developer as mentioned in clause 7 of this Agreement. It is clearly understood by the Land Owner that the Conveyance Deed, Stamp Duty, Registration Charges alongwith other incidental expenses shall be paid by the Land Owner for the said allotted area.
- d) The aforesaid allotments shall be subject to refund/payment by the Land Owner to the Developer at the time of signing of the Residential Buyers Agreement, a sum equivalent to the amount of the Refundable Deposit paid by the Developer to the Land Owner under this Agreement and the amount of sale consideration paid by the Developer to the Land Owner at the time of execution and registration of the Sale Deed of the said Land as per clause 2 hereinabove and 50% (Fifty percent) of EDC and IDC proportionately payable on the plot/s to be allotted by the Developer to the Land Owner, whereas remaining 50% (Fifty percent) of this

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[Signature]
Narinder Singh
Harmandeep Singh

amount will be borne by the Developer. However, this amount of EDC and IDC of the share of Land Owner will be paid at the time of allotment/possession of plot/s by the Developer. The payment of the share of EDC and IDC shall not be a condition precedent for allotment of the plots by the developer to the land owner. If some of the allotted plots are kept by the land owners themselves, even then the 50% (Fifty percent) of EDC and IDC qua those plots will be paid by the land owners.

- e) The Developer shall file, as and when required, its required statements with the competent authorities with regard to the occupants in the said buildings under the Haryana Apartment Ownership Act, 1983.

9. Disputes/Claims on the title of the Land Owner

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the representations made by the Land Owner or which is likely to cause any defect in the title of the Land Owner, it shall be the responsibility of the Land Owner to cure such defects at their own costs.
- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

10. Right to sell

- a) The Developer shall draft all the documentation(s), leaflets, brochures, advertisements, etc. for the sale of allotted areas which shall be including but not limited to Buyers Agreement. In case the Developer is requested by the Land Owner to market / sell the said allotted area, the Developer shall be entitled to charge the fees / expenses for the same from the Land Owner. The allocation of the allotted areas shall be made by the Developer by execution of the afore stated Buyers Agreement.

- b) ~~The Land Owner hereby unconditionally accept & agree to execute/use the documentation drafted by the Developer, as stipulated above, for the sale/resale of the areas under its allotment subject to compliance of all regulations as may be applicable.~~

- c) It is agreed that within 90 days of the sanction of the Building Plans or the commencement of marketing of the constructed areas, whichever is earlier, the

Sanjay

[Signature]

Hemender Singh

*Yashvir Singh
Narinder Singh*

Developer shall demarcate the allotted areas, i.e. the areas to be allotted to the Land Owner.

11. Force Majeure Conditions

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:
- Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
 - Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

12. Undertaking of the Land Owner

The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owner further agrees and undertakes :-

- (a) that from the date of the execution of this Agreement the possession of the said Land shall be handed over to the Developer, subject however to all the terms, conditions, covenants and stipulations of this Agreement and in particular clause 3(b) contained hereinabove and upon handing over of the possession thereof by the Land Owner to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon.
- (b) to execute a special power of attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.
- (c) to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign / execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities.

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[Signature]

Harinder Singh

*Jaehinder
Narinder K*

- (d) not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates, release of bank guarantees and refunds, etc.
- (e) to bear and pay all taxes including wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc. as may be charged/ levied by Government/ Semi-Government/Local bodies in respect of the Land Owner share. Wherever the Land Owner have entered into an agreement to sell/lease it's share, the Land Owner shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- (f) not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the construction works on the said Land and / or conveyance / transfer of the said Land or the said buildings on the said Land in terms of this Agreement. Further, the Land Owner shall not do or cause to be done any damage to the reputation and goodwill of the Developer.
- (g) to render full assistance and cooperation to the Developer in completion of the construction works and all it's other obligations under this Agreement.
- (h) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- (i) to abide by the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to building(s) on the said Land and any other law that may become applicable in future with respect to the said Land or the buildings on the said Land.
- (j) to abide by the Building Plans, Design and Specifications of the construction works as may be finalized by the Developer and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- (k) that during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever.
- (l) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- (m) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handing over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.

[Signature]

[Signature]

[Signature]
Anand Singh

[Signature]
Naveen Kumar

- (n) that they bear and pay or reimburse the 50% (Fifty percent) of the EDC, IDC and other charges etc. in respect of the said Land that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies.

13. Undertakings of the Developer

The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes :-

- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- (b) to identify and demarcate the Land Owner share as stipulated in clause 8(c) above.
- (c) that it shall with it's own manpower/contractors and material and at it's own costs carry out and complete the development/ construction works on the said Land in accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed there under.
- (d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- (e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement.
- (f) to abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.
- (g) to bear and pay the 50% (Fifty percent) of the EDC, IDC and other charges etc. in respect of the said Land to the concerned appropriate Authority that may be charged/ levied by the Government/ Semi-Government/Local bodies in respect of the said Land.

14. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.

[Signature]

[Signature]

Harinder Singh

*Yadinder
Narender*

- b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed Residential units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers.
- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and /or other rights appurtenant thereto including the right of easement.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.
- f) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.

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[Signature]

Yashwajay
Narinder Kumar
Hazarender Singh

- k) That the original title deeds of the said land are hereby handed over to the Developer as a security for ensuring performance of Land Owner's obligations under this agreement.
- l) That after carrying out due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement / Addendum and the same shall form part and parcel of this Agreement.
- m) This agreement is irrevocable save and except in the circumstances specifically provided herein.

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-
 - (i) Any of the representations, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.
 - (iii) Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them
- b) The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of the following:
 - (i) Any of the representations, statements and assurances made by the Developer are found to be false, fraudulent or misleading.
 - (ii) After transfer of the said Land and Licence in favour of the Developer, non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.
 - (iii) subject to clauses herein above, any delay in construction and completion of the said buildings due to reasons solely attributable to the Developer.

16. Registration & Additional Clearances

- a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and

[Signature]

[Signature]

[Signature]
Navinder Kaur

[Signature]
Ajeet Singh

all expenses relating to the said registration shall be borne and paid by the Developer.

- b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement.

17. Dispute Resolution

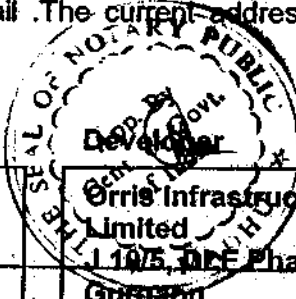
In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer whose decision shall be binding on both the parties. The Land Owners hereby confirm that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.

The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.

18. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows:

Land Owner

	 <p>Developer Oris Infrastructure Private Limited J 10/5, DLF Phase II, DLF City, Gurgaon</p>
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[Signature]

[Signature]

[Signature]
[Signature]
Arumendra Singh

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to influence the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and other representations made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice, failing which the Developer shall be entitled to encash the above mentioned post dated Cheques issued by the Land Owner in favour of the Developer.
- (b) The Parties further agree that in the event of (i) any default or act of omission or commission committed by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within it's sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys refundable and non - refundable paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs incurred by the Developer in pursuance of it's obligations under this Agreement, besides the loss of profit, and/or damages and the Developer shall have the right to encash all the post dated Cheques that may be issued by the Land Owner.
- (c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's claims and in the event of failure on the part of the Land Owner to discharge this obligation successfully within a reasonable time, the Developer shall be entitled to recover all it's claims by sale/appropriation of the said Land and / or the Land Owner share in the constructions and the Land Owner shall have no grievance in this regard.

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[Signature]

*Induinder
Narinder
Hemender Singh*

20. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supercedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

Copies of the Agreement

Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 24 DAY OF Feb, 2011

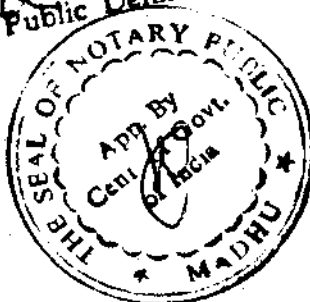
Dr. S. L. ARORA
Advocate
Dist. Courts, Gurgaon

Rundh
SIGNED AND DELIVERED by
the within named

.....
LAND OWNER

ATTESTED TRUE COPY

Notary Public Delhi



Witnesses

1. CLABORA
Advocate
NOVSHAD, SUNABAD, GURGAON
Dist. Courts, Gurgaon
2. CLABORA
Advocate
NOVSHAD, SUNABAD, GURGAON
Dist. Courts, Gurgaon

(Authorised Signatory)
DEVELOPER

Jalimley
Narinder Kumar

Gurte
Shakti

KRISHAN S. KHEMRAO

R/o vill. HAYATPUR PCH 4

Dist. Gurgaon

Heemendra Singh



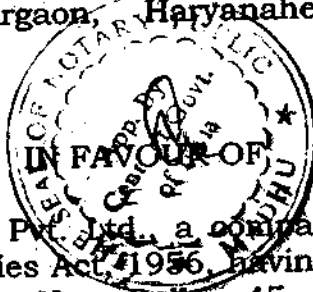
हरियाणा HARYANA

SPECIAL POWER OF ATTORNEY

H 635692

30697

This Special Power of Attorney is made at Gurgaon on this 2nd day of Feb, 2010 by Sh. Jitender (1/4th share), Sh. Yodvinder (1/4th share) both sons of Sh. Lakhmi Chand and Sh. Harmender (1/6th share), Sh. Joginder (1/6th share), Sh. Narender (1/6th share) all sons of Sh. Hukam Chand son of Sh. Rampat all resident of Village Hayatpur, Tehsil & District Gurgaon, Haryana hereinafter called "the Executant/s").



M/s Orris Infrastructure Pvt. Ltd. a company registered under the provisions of the Companies Act, 1956, having its registered office at, RZ-D-5, Mahavir Enclave New Delhi- 45, through its Authorised Signatories Sh. Sanjay Gupta S/o Sh. Khem Chand Gupta R/o Haley Mandi (Patudi), District - Gurgaon, Haryana (hereinafter called "the Attorney").

WHEREAS the Executant is the owner of the land bearing Khewat/Khata No. 149/107, Khata No. 171-174, Mustil No. 56, Killa No. 18/1 (5-13), 16 (8-0), 17 (8-0), 24/1 (2-2), Mustil No. 58, Killa No. 2/1 (4-0), Mustil No. 59, Killa No. 19 (8-0), 20/2 (1-8), 21/1 (7-16) Kita 8 in full which is 44 Kanal 19 Marla Salam vide jamabandi year 2004-2005 situated in the revenue estate of village Hayatpur, Tehsil and District Gurgaon, Haryana vide jamabandi year 2004-05 situated in the revenue estate of village Hayatpur, Tehsil and District Gurgaon, hereinafter referred to as "the said Land".

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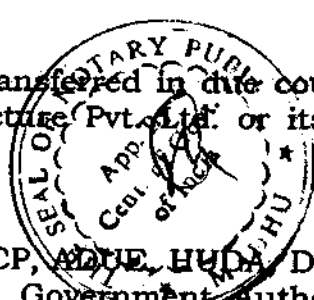
Jitender

Narender

Harmender & Singh

WHEREAS the Executants have entered into a Collaboration Agreement dated ____ day of _____, 2010 with M/s Orris Infrastructure Pvt. Ltd. with respect to the said Land for development / construction on the said Land.

AND WHEREAS the Executant hereby appoints the aforesaid Attorney in the name and on their behalf to do jointly and/or severally any or all the following acts or things which are hereinafter mentioned, that is say :

1. To apply to the Department of Town & Country Planning or Urban Development Department for licence, to develop the said land and/ or construct on the said Land either by itself or in parts or in conjunction with other lands as may be required, to sign Form LC-I, prepare, sign and submit the layout plans, Shajra plans, scheme etc. or give undertakings, bank guarantees etc. with regard to EDC, IDC, Community sites, service charges, conversion fee etc., or to fulfill any other requirement or direction as may be desired by the Department in this regard.
2. To receive the licence, LOI, etc. on our behalf or to make, sign and submit any documents, undertaking, agreement, affidavit etc. and to appear before the Government, Authority or Departments.
3. To get the licence transferred in due course to the name of M/s Orris Infrastructure Pvt. Ltd. or its associate / group companies.
4. To appear before DTCP,  HUDA, Department of Urban Development or any Government Authority, Departments, Statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this presents and to make, sign and submit any application, reply affidavit, undertaking, agreement, guarantee, appeal as may be required in connection therewith.

And the Executants hereby agree that all such acts, deeds or things done by the said attorney by virtue of the powers granted under this instrument shall be construed as acts, deeds, and things done by the Executants in person and they undertake to ratify and confirm all and whatsoever that the

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[Signature]

*Julimel
Narinder
Ramesh Singh*

said attorney shall lawfully do or cause to be done thereunder.

In witness whereof the Executants have signed this Deed on this ____ day of ____, 2010.

Drafted at St. No. 4522
CL. ARORA
Advocate
Distt. Courts, Gurgaon

EXECUTANT/S

Witnesses :

1.

CLARORA
Advocate
Distt. Courts, GURGAON

2.



Yalinder

Narinder

Indu

[Signature]

Attest

Harmender Singh

ACTE S
2/2/11

ATTENDED TRUE COPY
Notary Public Delhi



हरियाणा HARYANA

COLLABORATION AGREEMENT

394

C 801321

This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon, Haryana on this 28th day of February, 2011.

BETWEEN

M/s. Orris Infrastructure Private Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at RZ - D5, Mahavir Enclave, New Delhi - 110045 and acting through its authorized signatory, Sh. Amit Gupta S/o Sh. Vijay Gupta R/o C - 3/260, Janakpuri, New Delhi, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the FIRST PART

AND

Ragbir son of Sh. Madu son of Sh. Sundu Resident of Salaf Kh Dhani (Hayatpur) Tehsil and District Gurgaon, Haryana.

hereinafter collectively referred to as "the Land Owner", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns) of the SECOND PART.

A large, dark, irregular ink smudge or stamp is present. Below it, the handwritten text 'LJ & Co' is visible.

प्रलेख न: 33499

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 14,000,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: CI Arora, Adv.

यह प्रलेख आज दिनांक 28/02/2011 दिन सोमवार समय 2:09:00PM बजे श्री/श्रीमती/कुमारी M/s Orris Infra. Pvt. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी D5 Mahavir Enclave New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Orris Infra. Pvt. Ltd. thru Jitender Singh (OTHER)

उप/सर्वोक्त पंजीयन अधिकारी
गुडगावा पंकज सेतिया
सब रजिस्ट्रार
गुडगांव

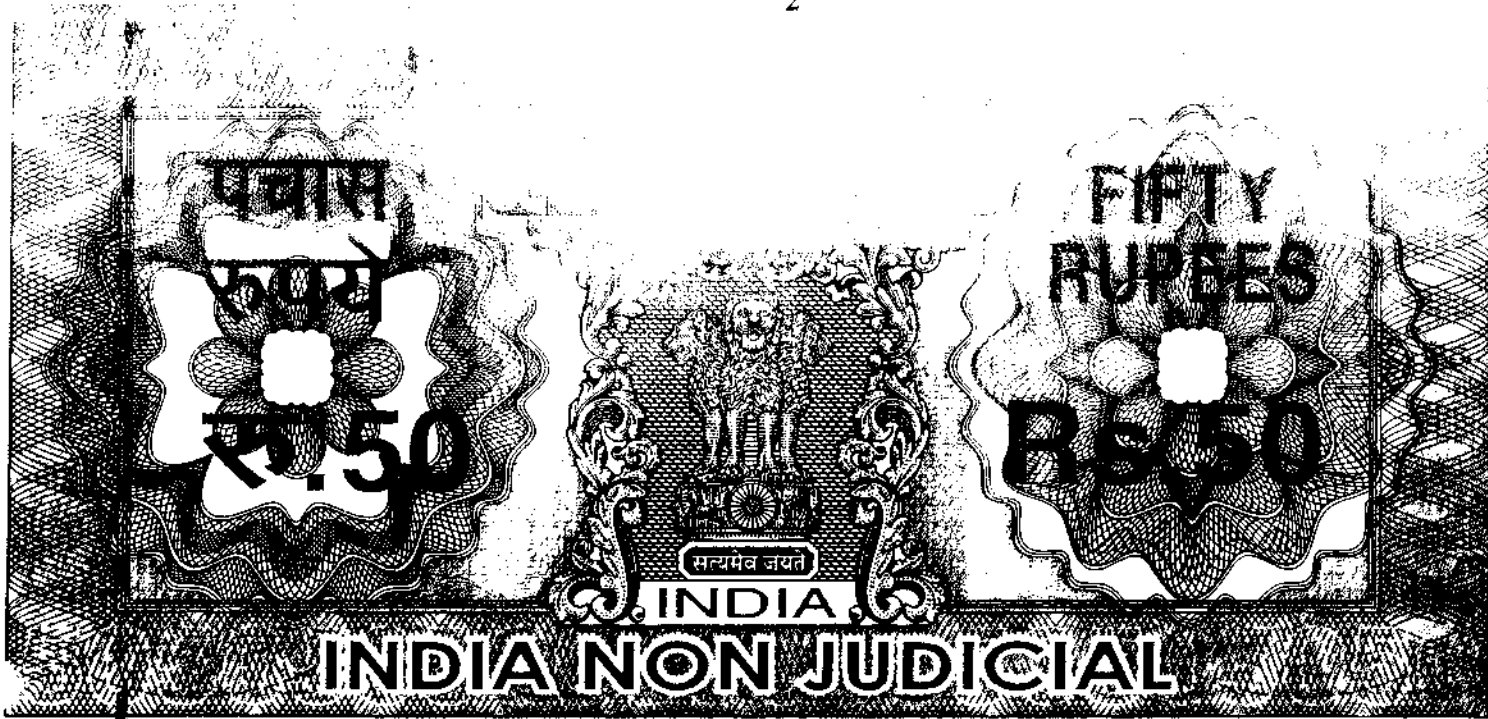
उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Raghbir दाखदर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दाखदर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वांछित अंश अदा की गई राशि को लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Harish Chand निवासी 422/19 Shivaji
श्री/श्रीमती/कुमारी Naresh Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Srichand निवासी Hayatpur GGN ने की।
साक्षी न: 1 को हम नम्बरदार/अधिकारी के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 28/02/2011

GURGAON

पंजीयन अधिकारी
पंकज सेतिया
सब रजिस्ट्रार
गुडगांव



हरियाणा HARYANA

C 801320


The parties of the FIRST and the SECOND PART are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner has represented that the said Land Owner is the absolute Owner and in physical possession of land falling in Khewat/ Khatta No. 200/ 185, Khattoni No. 280, Rectangle No. 30, Killa No. 13 (8-0), 14 (8-0), 15min. West (0-42), 16 (7-8), 17 (8-0) Kita 5 in full which is 32 Kanal 0 Marla Salam vide Jamabandi year 2004-05 situated in the revenue estate of Haytapur Tehsil and District Gurgaon, Haryana hereinafter referred to as "the said Land".

AND WHEREAS the shares of the said Land of the Land Owner are by way of Jamabandi for the year 2004-05 of the revenue estate of Hayatpur. The revenue records of said Khasra Nos. are attached herewith as Annexure I and the revenue plan, with demarcation of the said Land therein, is attached herewith as Annexure II. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it.

AND WHEREAS the said Land Owner represented and assured that its share in the said Land has been duly partitioned in the revenue records.

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Residential Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.


C. R. L. L. L.

Reg. No. 33499 Reg. Year 2010 Book No. 1

20015 INFRASTRUCTURE PVT. LTD.



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Jitender Singh

दावेदार

Ragbir

गवाह 1:- Navin

गवाह 2:- Naresh Kumar

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 33,499 आज दिनांक 28/02/2011 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर विपणन गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 28/02/2011



उप/सर्वोक्त पंचायत अधिकारी

गुडगाँवा

पंकज सेतिया

सब रजिस्टार

गुडगाँवा


AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Residential Colony but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct a Residential Colony on the said Land and in lieu of the Developer's investments and efforts, the Developer shall be entitled to retain the Plotted Area on the said Land and shall allot the Plotted Area under the hereinbelow agreed terms and conditions of this Collaboration Agreement to the Land Owner.

AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, this agreement is irrevocable save and except in the circumstances specifically provided herein, as follows:

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

1. The said Land

- a) Land falling in Khewat/ Khatta No. 229/ 185, Khatoni No. 280, Rectangle No. 80, Killa No. 13 (8-0), 14 (8-0), 15min. West (0-12), 16 (7-8), 17 (8-0) Kita 5 in full which is 32 Kanal 0 Marla Salam vide Jamabandi year 2004-05 situated in the revenue estate of Haytapur Tehsil and District Gurgaon and the said Land has been more particularly demarcated and marked in the revenue plan attached herewith as Annexure II.
- b) The Land Owner agree that either prior to or subsequent to (as and when requested by the Developer) handing over the possession of the said Land to the Developer, they shall get the same officially partitioned and / or demarcated on the ground and whenever any error of omission and/or commission in the revenue records come to the knowledge or notice of the Developer or any of the Land Owner, the Land Owner shall get the same rectified in the revenue records at his own cost & expenses.
- c) The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature at the time of execution of this Collaboration Agreement. The Developer however, reserves its right to carry out due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.
- d) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities, the said Land shall become available for construction of Residential building(s).


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- e) The Land Owner agrees that they shall upon signing of this Agreement, handover the true copies of the Khasra/Khataunies in support of their title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration

In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

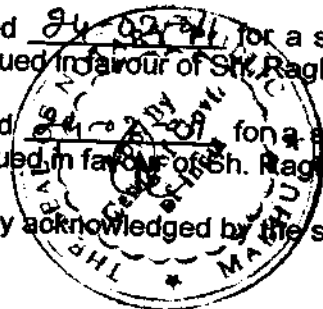
- a) The Developer shall pay to the Land Owner the following amount :

Non - refundable amount at the rate of Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) per acre of the said Land being part of consideration, handing over of physical possession of the said Land.

- b) The Developer accordingly has therefore agreed to pay a total sum of Rs. 1,40,00,000/- (Rupees One Crore and Forty Lacs Only) to the Land Owner, the Developer hereby pays Rs. 1,40,00,000/- (Rupees One Crore and Forty Lacs Only) on the date of Collaboration Agreement, in the following manner:


- (i) Cheque bearing No. 192598 Dated 24-02-21 for a sum of Rs. 70,00,000/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Sh. Raghbir.
- (ii) Cheque bearing No. 192599 Dated 24-02-21 for a sum of Rs. 70,00,000/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Sh. Raghbir.

The receipt of the above cheques is hereby acknowledged by the said Land Owner.



3. Possession of the said Land

- a) The Land Owner has on this day handed over the possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement. Further, the Land Owner undertakes to issue/execute the document/s showing Possession Handingover of the said Land in writing in favour of the Developer
- b) The physical possession of the said Land, once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his / their own cost and risks and after the handing over of the possession of the said Land to the Developer, the same shall not be disturbed by the Land Owner for any reason whatsoever. Any hindrance or interference by the Land Owner or anyone claiming


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under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this Agreement in such an event the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

4. Authorizations

The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on his/ her/ their/ it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Land Owner agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, for grant of requisite exemptions, approvals, permissions, NOC's, The said Special Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

5. Land free of charges & liens

- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of transfer of possession of land to the Developer. The Land Owner agrees that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of possession.
- c) The said Land Owner has represented and assured that if required it shall get its share in the said Land duly partitioned in the revenue records with in a period of 3 weeks from the date of this Agreement.



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6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. at its own discretion within one year from the date of the execution of the Collaboration Agreement.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas to the Land Owner shall be given within a period of 42 months from the date of execution of this Collaboration Agreement subject to prior transfer of the said Land and Licence, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any wrong information by the Land Owner or due to reason/s mentioned in the Collaboration Agreement, then in that event the said period of delay shall be excluded from the aforesaid period. However, if the Developer fails to allot the hereinafter allotted area in shape of plot/s to the Land Owner as per this Collaboration Agreement within the time framework of 42 (forty two) months from the date of this Collaboration Agreement as agreed in this Agreement or within the extended period thereof, then in that case the Developer shall be liable to pay an amount by way of damages to compensate the Land Owner for such delay, for the first 12 (Twelve) months at the quarterly rate of Rs. 20/- (Rupees Twenty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre and after aforesaid 12 (Twelve) months at the quarterly rate of Rs. 40/- (Rupees Forty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre till the Developer allot the possession of allotted area i.e., 1250 square yards per acre of the said land.

7. Transfer of License and Title of the Land

- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner shall apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner shall thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within 60 days from the date of grant of No Objection Certificate/ Permissions. The Developer shall pay applicable circle rate Stamp Duty for the said Land at the time of execution and registration of the Sale Deed for the said Land in favour of the Developer and the aforesaid Non-refundable amount i.e., Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) shall be treated as the full consideration amount paid to the land owner with respect to the said land.
- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 60 days from the date of grant of No Objection Certificate / Permissions from appropriate authorities as aforesaid, the Developer shall be



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entitled to get the Sale Deed(s) executed and registered, in it's favour, through court of Law at the cost and expenses of the Land Owner.

- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer.

8. Transfer of Plotted Area

- a) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- b) The Developer on sanction of the layout plans for the Residential Project and transfer of Licence/ title of said land as mentioned in clause 7 above shall allot, to the Land Owner, Plotted Area equivalent to 1250 sq. yards per Acre (One Thousand Two Hundred and Fifty square yards per Acre) of the Area that may be achieved on the licensable area of the said Land, (hereinafter referred to as the said allotted area). It is clearly understood between the parties that the Developer shall allot the aforesaid area in the plot size/ tentative of 300, 400 or 500 square yards jointly in a row in Collated Land or adjacent area subject to the payment of PLC, if applicable on the aforesaid plot/s. The Developer shall allot the aforesaid allotted area to the Land Owner but prior thereto the Land Owner shall execute the Sale Deeds of whole of their land and transfer the Licence in favour of the Developer as mentioned in clause 7 of this Agreement. It is clearly understood by the Land Owner that the Conveyance Deed, Stamp Duty, Registration Charges alongwith other incidental expenses shall be paid by the Land Owner for the said allotted area.
- c) The Developer shall allot the aforesaid allotted area to the land owner within 45 days after the execution of sale deed and transfer of Licence (as mentioned in clause 7 above) in favour of the Developer.

9. Disputes/Claims on the title of the Land Owner

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the wrong information made by the Land Owner or which is likely to cause any defect in the title of the Land Owner, it shall be the responsibility of the Land Owner to cure such defects at their own costs.
- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or



engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

10. Right to sell

- a) The Developer shall draft and the Land Owner shall accept & agree to execute all the documentation(s), leaflets, brochures, advertisements, etc. for the sale/resale of the Plotted areas which shall be including but not limited to Buyers Agreement. The allocation of the allotted areas shall be made by the Developer by execution of the afore stated Buyers Agreement.
- c) The Land Owner hereby give irrevocable authority and free consent to the Developer for the sale of Developer's share in the said land.

11. Force Majeure Conditions

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:
 - i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
 - ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.


12. Undertaking of the Land Owner

The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owner further agrees and undertakes :-



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- (a) that from the date of the execution of this Agreement, the possession of the said Land shall be handed over to the Developer, subject however to all the terms, conditions, covenants and stipulations of this Agreement and in particular clause 3(b) contained hereinabove and upon handing over of the possession thereof by the Land Owner to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon.
- (b) to execute a special power of attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.
- (c) to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign / execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities. Also, the Land Owner shall render full assistance and cooperation to the Developer in obtaining requisite Licence and all it's other obligations under this Agreement.
- (d) not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates, release of any guarantees and refunds, etc.
- (e) to bear and pay all taxes including wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc. as may be charged/ levied by Government/ Semi-Government/Local bodies in respect of the Land Owner share. Wherever the Land Owner have entered into an agreement to sell/lease of allotted area, the Land Owner shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- (f) not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the Project in terms of this Agreement. Further, the Land Owner shall not do or cause to be done any damage to the reputation and goodwill of the Developer.
- (g) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- (h) that during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means



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through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever.

- (i) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- (j) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handing over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.
- (k) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies, in case of delay payment/s, the Land Owner not paid the aforesaid charges*on demand raised by the Developer, the Land Owner shall pay an interest at the rate of 15% per annum, and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Developer.

13. Undertakings of the Developer

The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes :-

- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other Authorities under the relevant laws for development of the said Land.
- (b) to identify and demarcate the Land Owner share as stipulated in clause 8(b) above and allot the area to the land owner as stipulated in clause 8(c).
- (c) that it shall with it's own manpower/contractors and material and at it's own costs carry out and complete the development/ construction works on the said Land in accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed there under.



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- (d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- (e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement .
- (f) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Land Owner.

14. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.
- b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed Residential units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers.
- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and /or other rights appurtenant thereto including the right of encumbrance.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.
- f) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.




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- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.
- k) That after carrying out due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement / Addendum and the same shall form part and parcel of this Agreement.

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-
 - (i) Any of the wrong information, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.

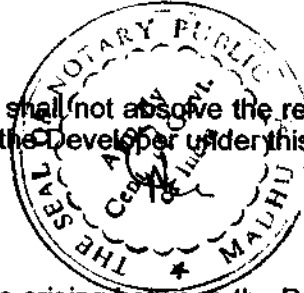


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- (iii) Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them
- b) The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of the following:
 - (i) After transfer of the said Land and Licence in favour of the Developer, non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.

16. Registration & Additional Clearances

- a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.
- b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement.



17. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer and whose decision shall be binding on both the parties. The Land Owners hereby confirm that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.

The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.



18. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows:


Land Owner

Developer

**Orris Infrastructure Private
Limited**
J 10/5, DLF Phase II, DLF City,
Gurgaon

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to induce the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and aforesaid undertaking/s made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice.
- (b) The Parties further agree that in the event of (i) any default regarding title of land by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within it's sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys refundable and non - refundable paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs


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incurred by the Developer in pursuance of it's obligations under this Agreement, besides the loss of profit, and/or damages.

- (c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's claims and in the event of failure on the part of the Land Owner to discharge this obligation successfully within a reasonable time, the Developer shall be entitled to recover all it's claims by sale/appropriation of the said Land and / or the Land Owner share in the constructions and the Land Owner shall have no grievance in this regard

20. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supercedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

Copies of the Agreement

Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 28th DAY OF FEBRUARY, 2011.

Dr. H. S. 5166
H. S. ARORA
Advocate
Distt. Courts, Gurgaon

SIGNED AND DELIVERED by
the within named

ATTESTED TRUE COPY
Notary Public Delhi

LAND

Arvind
(Authorised Signatory)
DEVELOPER

Witnesses

1. Navesh Kumar Singh Shrivastava
Rd Salay ki Dhara Karyatpur (Gurgaon)
2. Neveen Kumar Naveen
9. Harish Chand
Rd 424/17 Shivaji Nagar
Gurgaon



हरियाणा HARYANA

C 801319

SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL Raghbir son of Sh. Madu son of Sh. Sundu Resident of Salag Ki Dhani (Hayatpur) Tehsil and District Gurgaon, (hereinafter called "the Executant").

IN FAVOUR OF

M/s Orris Infrastructure Pvt. Ltd., a company registered under the provisions of the Companies Act, 1956, having its registered office at, RZ-D-5, Mahavir Enclave New Delhi- 45, through its Authorised Signatories Sh. Amit Gupta S/o Sh. Vijay Gupta (hereinafter called "the Attorney")

WHEREAS the Executant is the owner of the land bearing Khewat/ Khatta No. 229/ 185, Khatoni No. 280, Rectangle No. 30, Killa No. 13 (8-0), 14 (8-0), 15min. West (0-12), 16 (7-8), 17 (8-0) Kita 5 in full which is 32 Kanal 0 Marla Salam vide Jamabandi year 2004-05 situated in the revenue estate of village Hayatpur Tehsil and District Gurgaon hereinafter referred to as "the said Land".

WHEREAS the Executant has entered into a Collaboration Agreement dated 28th day of February, 2011 with M/s Orris Infrastructure Pvt. Ltd. with respect to the said Land for development / construction on the said Land.



C. J. I. Cant



हरियाणा HARYANA

C 801302

AND WHEREAS the Executant hereby appoints the aforesaid Attorney in the name and on their behalf to do any or all the following acts or things which are hereinafter mentioned, that is say :

1. To apply to the Department of Town & Country Planning or Urban Development Department for licence, to develop the said land and/or construct on the said land either by itself or in parts or in conjunction with other lands as may be required, to sign Form LC-I, prepare, sign and submit the layout plans, Shajra plans, scheme etc. or give undertakings, bank guarantees etc. with regard to EDC, IDC, Community sites, service charges, conversion fee etc., or to fulfill any other requirement or direction as may be desired by the Department in this regard.
2. To receive the licence, LOI, etc. on our behalf or to make, sign and submit any documents, undertaking, agreement, affidavit etc. and to appear before the Government, Authority or Departments.
3. To get the licence transferred in due course to the name of M/s Orris Infrastructure Pvt. Ltd. or its associate / group companies.
4. To appear before DTCP, ADUE, HUDA, Department of Urban Development or any Government Authority, Departments, Statutory

body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this presents and to make, sign and submit any application, reply affidavit, undertaking, agreement, guarantee, appeal as may be required in connection therewith.

5. The Land Owner hereby give irrevocable authority and free consent to the Developer for sale of Developer's share in the said land.

And the Executants hereby agree that all such acts, deeds or things done by the said attorney by virtue of the powers granted under this instrument shall be construed as acts, deeds, and things done by the Executants in person and they undertake to ratify and confirm all and whatsoever that the said attorney shall lawfully do or cause to be done thereunder.

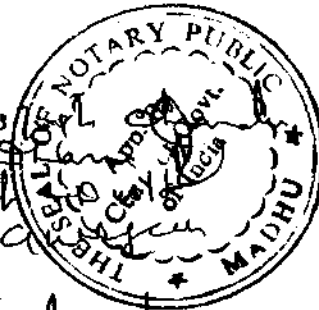
In witness whereof the Executant has signed this Deed on this 28th day of February, 2011.

Drafted at No. 5167
G. KARORA
Advocate
Distt. Courts, Gurgaon

EXECUTANT

Witnesses :

1. Salwan
Ramesh Kumar
R. Salay ki
Tehsil
2. Arvind



Navleen Singh Harnid Chander
Add 479/22 Shreej Colony
Gurgaon

Arvind
ATTESTED TRUE
Notary Public Delhi

Attested

28/2/11

49886
- 522-100
Corris Infra Structure Private Ltd
VIKAS SHARMA
11 JAN 2012
Stamp Vendor, Gurgaon

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon, Haryana on this 15th day of February, 2012.

BETWEEN

M/s. Orris Infrastructure Private Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at RZ - D5, Mahavir Enclave, New Delhi - 110045 and acting through its authorized signatory, Shri Jitender Singh S/o Sh. Kehri Singh R/o House No. 1157, Sector- 15, Sonapat, Haryana, hereinafter referred to as "**the Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the **FIRST PART**

AND

Kure Singh - Krishan sons of Jagmal son of Moola resident of Village- Salag ki Dhani (Hayatpur), Tehsil and District- Gurgaon, Haryana.

hereinafter collectively referred to as "**the Land Owner**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns) of the **SECOND PART**.

The parties of the **FIRST** and the **SECOND PART** are hereinafter collectively referred to as "**Parties**" and individually as "**the Party**".

WHEREAS the Land Owner has represented that the said Land Owner is the absolute Owner and in physical possession of land falling in Khewat/ Khatta No. 169/126, Khatoni No. 195, Rectangle No. 16, Killa No. 12/1 (7-14) full share which is 7 Kanal 14 Marla vide Jamabandi year 2004-05 and Mutation No. 2860 (partition), sanctioned on 07/07/2011, Mutation No. 2927 (inheritance), sanctioned on 18/12/2011 situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana hereinafter referred to as "**the said Land**".

AND WHEREAS the shares of the said Land of the Land Owner are by way of Jamabandi for the year 2004-05 of the revenue estate of Hayatpur. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all

Copy No. 34160

Hall No. 7

Date 15/2/12

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Krishan Kumar

प्रलेख नः 31269

दिनांक 15/02/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 3,368,650.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: S C Arora Adv

यह प्रलेख आज दिनांक 15/02/2012 दिन बुधवार समय 3:25:00PM बजे श्री/श्रीमती/कुमारी Kure Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Jagmal Singh निवासी Vill Salag Ki Dhani Hayatpur Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Kure Singh, Krishan

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी श्री Jitender Singh दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अदि। अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी S C Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurgaon व श्री/श्रीमती/कुमारी Naresh Balvan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shri Chand निवासी Salag Ki Dhani Hayatpur GGn ने साक्षी नः 1 को हम नम्बरदार/अधिकारता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

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गुडगावा

claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it.

AND WHEREAS the said Land Owner represented and assured that its share in the said Land has been duly partitioned in the revenue records

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Residential Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi

AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Residential Colony but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct a Residential Colony on the said Land and in lieu of the Developer's investments and efforts, the Developer shall be entitled to retain the Plotted Area on the said Land and shall allot the Plotted Area under the hereinbelow agreed terms and conditions of this Collaboration Agreement to the Land Owner.

AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, this agreement is irrevocable save and except in the circumstances specifically provided herein, as follows:

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

1. The said Land
 - a) Land falling in Khewat/ Khatta No. 169/126, Khatoni No. 195, Rectangle No. 16, Killa No. 12/1 (7-14) full share which is 7 Kanal 14 Marla vide Jamabandi year 2004-05 and Mutation No. 2860 (partition), sanctioned on 07/07/2011, Mutation No. 2927 (inheritance), sanctioned on 18/12/2011 situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.
 - b) The Land Owner agree that either prior to or subsequent to (as and when requested by the Developer) handing over the possession of the said Land to the Developer, they shall get the same officially partitioned and / or demarcated on the ground and whenever any error of omission and/or commission in the revenue records come to the knowledge or notice of the Developer or any of the Land Owner, the Land Owner shall get the same rectified in the revenue records at his own cost & expenses.
 - c) The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state

[Signature]

Kushay Kumar



पेशकर्ता








दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी

पेशकर्ता	Kure Singh		कुटे सिंह
पेशकर्ता	Krishan		Krishan Kumar
दावेदार	thru- Jitender Singh		<u>Amal</u>
गवाह	S C Arora		✓
गवाह	Naresh Balvan		<u>Balvan</u>

of Haryana without any impediment of any nature at the time of execution of this Collaboration Agreement. The Developer however reserves its right to carry out due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.

- d) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities, the said Land shall become available for construction of Residential buildings)
- e) The Land Owner agrees that they shall upon signing of this Agreement, handover the true copies of the Khasra/Khataunies in support of their title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration

In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

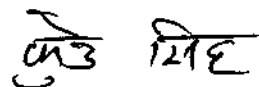
- a) The Developer shall pay to the Land Owner the following amount :

Non - refundable amount at the rate of Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) per acre of the said Land being part of consideration, handing over of physical possession of the said Land.
- b) The Developer accordingly has therefore agreed to pay a total sum of Rs. 33,68,750/- (Rupees Thirty Three Lacs Sixty Eight Thousands Seven Hundred Fifty Only) to the Land Owner, the Developer hereby pays Rs. 33,68,750/- (Rupees Thirty Three Lacs Sixty Eight Thousands Seven Hundred Fifty Only) on the date of Collaboration Agreement, in the following manner:
 - (i) Cheque bearing No. 403411, Dated 15/02/2012 for a sum of Rs. 16,84,375/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Kure Singh.
 - (ii) Cheque bearing No. 403412, Dated 15/02/2012 for a sum of Rs. 16,84,375/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Krishan.

The receipt of the above cheques is hereby acknowledged by the said Land Owner.

3. Possession of the said Land

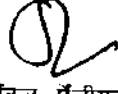
- a) The Land Owner has on this day handed over the possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement.



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 31,269 आज दिनांक 15/02/2012 को बही नं. 1 जिल्द नं. 12,989 के पृष्ठ नं. 12 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही राख्या। जिल्द नं. 1,923 के पृष्ठ संख्या 84 से 85 पर निपवाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और मालिकों ने अपने हस्ताक्षर/निशान अंगुली में सामने किए हैं।

दिनांक 15/02/2012


उप/संयुक्त पंजीयन अधिकारी
गुडगांव

Further, the Land Owner undertakes to issue/execute the document/s showing Possession Handingover of the said Land in writing in favour of the Developer

- b) The physical possession of the said Land, once handed over to the Developer shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title possession and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his / their own cost and risks and after the handing over of the possession of the said Land to the Developer the same shall not be disturbed by the Land Owner for any reason whatsoever. Any hindrance or interference by the Land Owner or anyone claiming under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this Agreement in such an event the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

4. Authorizations

The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on his/ her/ their/ it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Land Owner agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, for grant of requisite exemptions, approvals, permissions, NOC's, The said Special Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

5. Land free of charges & liens

- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of transfer of possession of land to the Developer. The Land Owner agrees that they shall also be liable to pay the

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Handwritten signature: Krishan Kumar

aforesaid charges even if they are communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of possession

- c) The said Land Owner has represented and assured that if required it shall get its share in the said land duly partitioned in the revenue records within a period of 3 weeks from the date of this Agreement

6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. at its own discretion within one year from the date of the execution of the Collaboration Agreement.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas to the Land Owner shall be given within a period of 42 months from the date of execution of this Collaboration Agreement subject to prior transfer of the said Land and Licence, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any wrong information by the Land Owner or due to reason/s mentioned in the Collaboration Agreement, then in that event the said period of delay shall be excluded from the aforesaid period. However, if the Developer fails to allot the hereinafter allotted area in shape of plot/s to the Land Owner as per this Collaboration Agreement within the time framework of 42 (forty two) months from the date of this Collaboration Agreement as agreed in this Agreement or within the extended period thereof, then in that case the Developer shall be liable to pay an amount by way of damages to compensate the Land Owner for such delay, for the first 12 (Twelve) months at the quarterly rate of Rs. 20/- (Rupees Twenty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre and after aforesaid 12 (Twelve) months at the quarterly rate of Rs. 40/- (Rupees Forty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre till the Developer allot the possession of allotted area i.e., 1250 square yards per acre of the said land.

7. Transfer of License and Title of the Land

- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner shall apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner shall thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within 60 days from the date of grant of No Objection Certificate/ Permissions. The Developer shall pay applicable circle rate

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Stamp Duty for the said Land at the time of execution and registration of the Sale Deed for the said Land in favour of the Developer and the aforesaid Non-refundable amount shall be treated as the full consideration amount paid to the land owner with respect to the said land

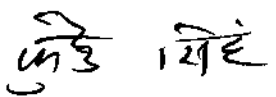
- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 60 days from the date of grant of No Objection Certificate / Permissions from appropriate authorities as aforesaid, the Developer shall be entitled to get the Sale Deed(s) executed and registered in it's favour through court of Law at the cost and expenses of the Land Owner
- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer

8. Transfer of Plotted Area

- a) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- b) The Developer on sanction of the layout plans for the Residential Project and transfer of Licence/ title of said land as mentioned in clause 7 above shall allot, to the Land Owner, Plotted Area equivalent to 1250 sq. yards per Acre (One Thousand Two Hundred and Fifty square yards per Acre) of the Area that may be achieved on the licensable area of the said Land, (herein after referred to as the **said allotted area**). It is clearly understood between the parties that the Developer at it's own discretion shall allot the aforesaid area anywhere in it's entire Licencable land irrespective of the fact that his/her/their/it's so allotted area does not fall in the said Land. The Developer shall allot the aforesaid allotted area to the Land Owner but prior thereto the Land Owner shall execute the Sale Deeds of whole of their land and transfer the Licence in favour of the Developer as mentioned in clause 7 of this Agreement. It is clearly understood by the Land Owner that the Conveyance Deed, Stamp Duty, Registration Charges alongwith other incidental expenses shall be paid by the Land Owner for the said allotted area.
- c) The Developer shall allot the aforesaid allotted area to the land owner within 60 days after the execution of sale deed and transfer of Licence (as mentioned in clause 7 above) in favour of the Developer.

9. Disputes/Claims on the title of the Land Owner

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the consent of such person(s), and likewise, if any document is found to exist which


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is inconsistent with the wrong information made by the Land Owner or which is likely to cause any defect in the title of the Land Owner it shall be the responsibility of the Land Owner to cure such defects at their own costs.

- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law rescind from this Agreement in which event the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

10. Right to sell

- a) The Developer shall draft and the Land Owner shall accept & agree to execute all the documentation(s), leaflets, brochures, advertisements, etc. for the sale/resale of the Plotted areas which shall be including but not limited to Buyers Agreement. The allocation of the allotted areas shall be made by the Developer by execution of the afore stated Buyers Agreement.
- c) The Land Owner hereby give irrevocable authority and free consent to the Developer for the sale of Developer's share in the said land.

11. Force Majeure Conditions

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:
- i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
 - ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

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- (h) that during the subsistence of this Agreement they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt or they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner whatsoever.
- (i) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- (j) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handover of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.
- (k) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/levied by the Government/ Semi-Government/Local bodies, in case of delay payment/s, the Land Owner not paid the aforesaid charges on demand raised by the Developer, the Land Owner shall pay an interest at the rate of 15% per annum, and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Developer.

13. Undertakings of the Developer

The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes :-

- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- (b) to identify and demarcate the Land Owner share as stipulated in clause 8(b) above and allot the area to the land owner as stipulated in clause 8(c).
- (c) that it shall with its own manpower/contractors and material and at its own costs carry out and complete the development/ construction works on the said Land in accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act,

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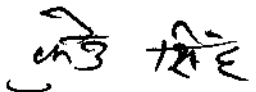
Kumay Kishan

1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed there under

- (d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary
- (e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement
- (f) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Land Owner.

14. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.
- b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed Residential units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers.
- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and /or other rights appurtenant thereto including the right of easement.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.


Krunal Kumar

- b) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) • Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.
- k) That after carrying out due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement / Addendum and the same shall form part and parcel of this Agreement.

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-
 - (i) Any of the wrong information, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.

Kiran V

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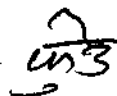

18 Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows

Land Owner	Developer
	Orris Infrastructure Private Limited J- 10/5, DLF Phase II, DLF City, Gurgaon

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to influence the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and aforesaid undertaking/s made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice.
- (b) The Parties further agree that in the event of (i) any default regarding title of land by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within it's sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys refundable and non – refundable paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs

Vishwanath Kumar  

incurred by the Developer in pursuance of its obligations under this Agreement, besides the loss of profit, and/or damages

- (c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land and as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's claims and in the event of failure on the part of the Land Owner to discharge this obligation successfully within a reasonable time, the Developer shall be entitled to recover all its claims by sale/appropriation of the said Land and / or the Land Owner share in the constructions and the Land Owner shall have no grievance in this regard

20. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supercedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

Copies of the Agreement

Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 15th DAY OF FEBRUARY, 2012. *Drafted by S.C. Arora Adv.*

DRAFTED BY ME
S. C. ARORA
Advocate
Distt. Court, Gurgaon

SIGNED AND DELIVERED by
the within named

Kusum Kaur

S. C. Arora
LAND OWNER

Navesh Balwan Singh
(Authorised Signatory)
DEVELOPER

Witnesses

1. *S. C. Arora Adv.*
2. *S. C. Arora Adv.*

Navesh Balwan Singh
Shri Chand R. Salapuri
Dharm Prasad
P. K. Singh, Gurgaon

19881
Serafor

Orris Infra Structure Pvt Ltd

VIKAS SHAH

16/11/2012



Stamp Vendor's Signature

31793

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon, Haryana on this 15th day of February, 2012.

BETWEEN

M/s. Orris Infrastructure Private Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at RZ - D5, Mahavir Enclave, New Delhi - 110045 and acting through its authorized signatory, Shri Jitender Singh S/o Sh. Kehri Singh R/o House No. 1157, Sector- 15, Sonipat, Haryana, hereinafter referred to as "**the Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the **FIRST PART**

AND

Hansraj - Kailash sons of Gokal son of Moola resident of Village- Salag ki Dhani (Hayatpur), Tehsil and District- Gurgaon, Haryana.

hereinafter collectively referred to as "**the Land Owner**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns) of the **SECOND PART**.

The parties of the FIRST and the SECOND PART are hereinafter collectively referred to as "**Parties**" and individually as "**the Party**".

WHEREAS the Land Owner has represented that the said Land Owner is the absolute Owner and in physical possession of land falling in Khewat/ Khatta No. 169/126, Khatoni No. 195, Rectangle No. 16, Killa No. 12/2 (0-6), 13 (8-0) full share which is **8 Kanal 6 Marla** vide Jamabandi year 2004-05 and Mutation No. 2860 (partition) sanctioned on 07/07/2011, situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana hereinafter referred to as "**the said Land**".

AND WHEREAS the shares of the said Land of the Land Owner are by way of Jamabandi for the year 2004-05 of the revenue estate of Hayatpur. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all

Chitta No. 34138

Roll No. 2

Date 15/2/12

Kailash
Hansraj

प्रलेख नः 31293

दिनांक 15/02/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 3,631,250.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: S.C. Arora Adv.

यह प्रलेख आज दिनांक 15/02/2012 दिन बुधवार समय 3:03:00PM बजे श्री/श्रीमती/कुमारी M/s. Orris
Infrastructure Pvt. Ltd. द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Hans Raj
Kailash

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

श्री M/s. Orris Infrastructure Pvt. Ltd. thru Hander Singh (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Hans Raj दायेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दायेदार ने भेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी S.C. Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
व श्री/श्रीमती/कुमारी Naresh Balwan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shri Chand निवासी Vill Salag Ki Dhani Hayatpur GGN
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

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गुडगांवा

claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it

AND WHEREAS the said Land Owner represented and assured that its share in the said Land has been duly partitioned in the revenue records.

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Residential Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.

AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Residential Colony but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct a Residential Colony on the said Land and in lieu of the Developer's investments and efforts, the Developer shall be entitled to retain the Plotted Area on the said Land and shall allot the Plotted Area under the hereinbelow agreed terms and conditions of this Collaboration Agreement to the Land Owner.

AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, this agreement is irrevocable save and except in the circumstances specifically provided herein, as follows:

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

1. The said Land

- a) Land falling in Khewat/ Khatta No. 169/126, Khatoni No. 195, Rectangle No. 16, Killa No. 12/2 (0-6), 13 (8-0) full share which is 8 Kanai 6 Marla vide Jamabandi year 2004-05 and Mutation No. 2860 (partition) sanctioned on 07/07/2011, situated in the revenue estate of Haytapur, Tehsil and District- Gurgaon, Haryana.
- b) The Land Owner agree that either prior to or subsequent to (as and when requested by the Developer) handing over the possession of the said Land to the Developer, they shall get the same officially partitioned and / or demarcated on the ground and whenever any error of omission and/or commission in the revenue records come to the knowledge or notice of the Developer or any of the Land Owner, the Land Owner shall get the same rectified in the revenue records at his own cost & expenses.
- c) The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state

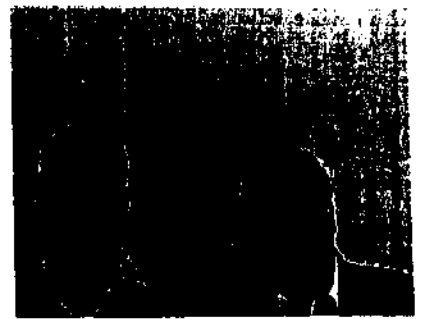
Hansraj Kaur



पेशकर्ता








दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी

पेशकर्ता	Jitender Singh		<u>Jitender Singh</u>
दावेदार	Hans Raj		<u>Hans Raj</u>
दावेदार	Kailash		<u>Kailash</u>
गवाह	S.C. Arora		<u>S.C. Arora</u>
गवाह	Naresh Balwan		<u>Naresh Balwan</u>

of Haryana without any impediment of any nature at the time of execution of this Collaboration Agreement. The Developer however, reserves its right to carry out due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.

- d) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities the said Land shall become available for construction of Residential building(s)
- e) The Land Owner agrees that they shall upon signing of this Agreement, handover the true copies of the Khasra/Khataunies in support of their title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration

In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

- a) The Developer shall pay to the Land Owner the following amount :

Non - refundable amount at the rate of Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) per acre of the said Land being part of consideration, handing over of physical possession of the said Land.
- b) The Developer accordingly has therefore agreed to pay a total sum of Rs. 36,31,250/- (Rupees Thirty Six Lacs Thirty One Thousand Two Hundred Fifty Only) to the Land Owner, the Developer hereby pays Rs. 36,31,250/- (Rupees Thirty Six Lacs Thirty One Thousand Two Hundred Fifty Only) on the date of Collaboration Agreement, in the following manner:
 - (i) Cheque bearing No. 403409, Dated 15/02/2012 for a sum of Rs. 18,15,625/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Sh. Hansraj.
 - (ii) Cheque bearing No. 403410, Dated 15/02/2012 for a sum of Rs. 18,15,625/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Sh. Kailash.

The receipt of the above cheques is hereby acknowledged by the said Land Owner.

3. Possession of the said Land


- a) The Land Owner has on this day handed over the possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement.

Hansraj Kailash

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 31,293 आज दिनांक 15/02/2012 को बही नं: 1 जिल्द नं: 12,989 के पृष्ठ नं: 9 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नं: 1,923 के पृष्ठ सख्या 56 से 59 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/गिष्ठान अंगुलि मेरे सामने किये हैं ।

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गुडगावा

Further, the Land Owner undertakes to issue/execute the document/s showing Possession Handingover of the said Land in writing in favour of the Developer

- b) The physical possession of the said Land once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his / their own cost and risks and after the handing over of the possession of the said Land to the Developer, the same shall not be disturbed by the Land Owner for any reason whatsoever. Any hindrance or interference by the Land Owner or anyone claiming under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this Agreement in such an event the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

4. Authorizations

The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on his/ her/ their/ it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Land Owner agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, for grant of requisite exemptions, approvals, permissions, NOC's. The said Special Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

5. Land free of charges & liens

- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of transfer of possession of land to the Developer. The Land Owner agrees that they shall also be liable to pay the

Hansraj K. Gulash

aforesaid charges even if they are communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of possession.

- c) The said Land Owner has represented and assured that if required it shall get its share in the said Land duly partitioned in the revenue records within a period of 3 weeks from the date of this Agreement.

6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. at its own discretion within one year from the date of the execution of the Collaboration Agreement.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas to the Land Owner shall be given within a period of 42 months from the date of execution of this Collaboration Agreement subject to prior transfer of the said Land and Licence, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any wrong information by the Land Owner or due to reason/s mentioned in the Collaboration Agreement, then in that event the said period of delay shall be excluded from the aforesaid period. However, if the Developer fails to allot the hereinafter allotted area in shape of plot/s to the Land Owner as per this Collaboration Agreement within the time framework of 42 (forty two) months from the date of this Collaboration Agreement as agreed in this Agreement or within the extended period thereof, then in that case the Developer shall be liable to pay an amount by way of damages to compensate the Land Owner for such delay, for the first 12 (Twelve) months at the quarterly rate of Rs. 20/- (Rupees Twenty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre and after aforesaid 12 (Twelve) months at the quarterly rate of Rs. 40/- (Rupees Forty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre till the Developer allot the possession of allotted area i.e., 1250 square yards per acre of the said land.

7. Transfer of License and Title of the Land

- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner shall apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner shall thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within 60 days from the date of grant of No Objection Certificate/ Permissions. The Developer shall pay applicable circle rate Stamp Duty for the said Land at the time of execution and registration of the Sale

Hansraj

K. C. Arora

Deed for the said Land in favour of the Developer and the aforesaid Non-refundable amount shall be treated as the full consideration amount paid to the Land Owner with respect to the said Land.

- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 60 days from the date of grant of No Objection Certificate / Permissions from appropriate authorities as aforesaid, the Developer shall be entitled to get the Sale Deed(s) executed and registered, in its favour, through court of Law at the cost and expenses of the Land Owner.
- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer.

8. Transfer of Plotted Area

- a) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- b) The Developer on sanction of the layout plans for the Residential Project and transfer of Licence/ title of said land as mentioned in clause 7 above shall allot, to the Land Owner, Plotted Area equivalent to 1250 sq. yards per Acre (One Thousand Two Hundred and Fifty square yards per Acre) of the Area that may be achieved on the licensable area of the said Land, (herein after referred to as the **said allotted area**). It is clearly understood between the parties that the Developer at its own discretion shall allot the aforesaid area anywhere in its entire Licencable land irrespective of the fact that his/her/their/its so allotted area does not fall in the said Land. The Developer shall allot the aforesaid allotted area to the Land Owner but prior thereto the Land Owner shall execute the Sale Deeds of whole of their land and transfer the Licence in favour of the Developer as mentioned in clause 7 of this Agreement. It is clearly understood by the Land Owner that the Conveyance Deed, Stamp Duty, Registration Charges alongwith other incidental expenses shall be paid by the Land Owner for the said allotted area.
- c) The Developer shall allot the aforesaid allotted area to the land owner within 60 days after the execution of sale deed and transfer of Licence (as mentioned in clause 7 above) in favour of the Developer.

9. Disputes/Claims on the title of the Land Owner

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the

Hansraj Kaur

consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the wrong information made by the Land Owner or which is likely to cause any defect in the title of the Land Owner, it shall be the responsibility of the Land Owner to cure such defects at their own costs.

- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

10. Right to sell

- a) The Developer shall draft and the Land Owner shall accept & agree to execute all the documentation(s), leaflets, brochures, advertisements, etc. for the sale/resale of the Plotted areas which shall be including but not limited to Buyers Agreement. The allocation of the allotted areas shall be made by the Developer by execution of the afore stated Buyers Agreement.
- c) The Land Owner hereby give irrevocable authority and free consent to the Developer for the sale of Developer's share in the said land.

11. Force Majeure Conditions

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:
- i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
 - ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

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12. Undertaking of the Land Owner

The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owner further agrees and undertakes

- (a) that from the date of the execution of this Agreement, the possession of the said Land shall be handed over to the Developer, subject however to all the terms, conditions, covenants and stipulations of this Agreement and in particular clause 3(b) contained hereinabove and upon handing over of the possession thereof by the Land Owner to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon.
- (b) to execute a special power of attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.
- (c) to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign / execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities. Also, the Land Owner shall render full assistance and cooperation to the Developer in obtaining requisite Licence and all it's other obligations under this Agreement.
- (d) not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates, release of any guarantees and refunds, etc.
- (e) to bear and pay all taxes including wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc. as may be charged/ levied by Government/ Semi-Government/Local bodies in respect of the Land Owner share. Wherever the Land Owner have entered into an agreement to sell/lease of allotted area, the Land Owner shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- (f) not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the Project in terms of this Agreement. Further, the Land Owner shall not do or cause to be done any damage to the reputation and goodwill of the Developer.

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- (g) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement
- (h) that during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner whatsoever
- (i) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever
- (j) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handling over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.
- (k) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies, in case of delay payment/s, the Land Owner not paid the aforesaid charges on demand raised by the Developer, the Land Owner shall pay an interest at the rate of 15% per annum, and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Developer.

13. Undertakings of the Developer

The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes :-

- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- (b) to identify and demarcate the Land Owner share as stipulated in clause 8(b) above and allot the area to the land owner as stipulated in clause 8(c).
- (c) that it shall with it's own manpower/contractors and material and at it's own costs carry out and complete the development/ construction works on the said Land in

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accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act 1963 and Rules framed there under

- (d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary
- (e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement
- (f) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Land Owner.

14. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.
- b) All the expenses, including registration, stamp duty and other similar expenses, towards the purchase of constructed and completed Residential units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers.
- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and /or other rights appurtenant thereto including the right of easement.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.

Hans Raj *A. K. Singh*

- f) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement
- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement.
- k) That after carrying out due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement / Addendum and the same shall form part and parcel of this Agreement.

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-

Anshu K. Arora

The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction

18. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified address of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows:

Land Owner

Developer

Orris Infrastructure Private Limited
J- 10/5, DLF Phase II, DLF City,
Gurgaon

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to influence the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and aforesaid undertaking/s made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice.
- (b) The Parties further agree that in the event of (i) any default regarding title of land by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within it's sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole

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discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys refundable and non-refundable paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs incurred by the Developer in pursuance of it's obligations under this Agreement, besides the loss of profit and/or damages.

- (c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's claims and in the event of failure on the part of the Land Owner to discharge this obligation successfully within a reasonable time, the Developer shall be entitled to recover all it's claims by sale/appropriation of the said Land and / or the Land Owner share in the constructions and the Land Owner shall have no grievance in this regard.

20. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supercedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

Copies of the Agreement


Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

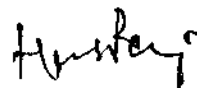
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 15th DAY OF FEBRUARY, 2012.

SIGNED BY ME
S. C. ARORA
Advocate
Distt. Court, Gurgaon

SIGNED AND DELIVERED by
the within named


Witnesses:


1. Dr. C. S. Arora




LAND OWNER


(Authorised Signatory)
DEVELOPER

2. 
Manish Kumar Solwani
Vill - Saligdar-ohani (Hayabur)
Po - Gashi Harsan, Gurgaon

49888
Soye 100

Oris Infra Structure P. 1 H G

VIKAS SHARMA

15/2/2012



15/2/2012

15/2

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COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon, Haryana on this 15th day of February, 2012.

BETWEEN

M/s. Oris Infrastructure Private Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at RZ - D5, Mahavir Enclave, New Delhi - 110045 and acting through its authorized signatory, Shri Jitender Singh S/o Sh. Kehri Singh R/o House No. 1157, Sector- 15, Sonapat, Haryana, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, successors and assigns) of the **FIRST PART**

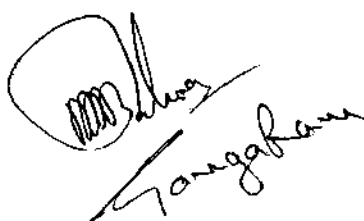
AND

Gangaram - Rajbir (sons) and Smt. Ramrati wife of Late Sh. Puran son of Moola resident of Village- Salag ki Dhani (Hayatpur), Tehsil and District- Gurgaon, Haryana.

hereinafter collectively referred to as "the Land Owner", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns) of the **SECOND PART**.

The parties of the **FIRST** and the **SECOND PART** are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner has represented that the said Land Owner is the absolute Owner and in physical possession of land falling in Khewat/ Khatta No. 169/126, Khatoni No. 195, Rectangle No. 16, Killa No. 19 (8-0), Kita 1, total land measuring 8 Kanal 0 Marla up to the extent of 43/160 share (Smt. Ramrati), 117/160 share (Gangaram & Rajbir), total admeasuring 8 Kanal 0 Marla salam and;


Gangaram

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15/2/12



RTE 21/2/12

प्रलेख नः 31378

दिनांक 15/02/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगांवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 5,075,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: S.C. Arora Adv.

यह प्रलेख आज दिनांक 15/02/2012 दिन बुधवार समय 3:10:00PM बजे श्री/श्रीमती/कुमारी M/s. Orris Infrastructure Pvt.Ltd. श्री/श्रीमती/कुमारी निवासी RZ-D-5 Mahavir Enclave New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Neel Bue

श्री M/s. Orris Infrastructure Pvt.Ltd. thru Jitender Singh(OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Ganga Ram दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी S.C. Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Naresh Balwan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shri Chand निवासी Vill. Salag Ki Dhani Hayaipur GGN साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 15/02/2012

Neel Bue
उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

Khewat/ Khatta No. 239-240, Khatoni No. 293-294, Rectangle No. 16, Killa No. 20/2 (3-12), Kita 1, total land measuring **3 Kanal 12 Marla** salam (Smt. Ramrati)

The total land admeasuring under both Khewat is **11 Kanal 12 Marla**, vide Jamabandi year 2004-05 and Mutation No. 2860 (partition), sanctioned on 07/07/2011, Mutation No. 2418, sanctioned on 06/10/2008, the land situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana, hereinafter collectively referred to as "**the said Land**".

AND WHEREAS the shares of the said Land of the Land Owner are by way of Jamabandi for the year 2004-05 of the revenue estate of Hayatpur. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it.

AND WHEREAS the said Land Owner represented and assured that its share in the said Land has been duly partitioned in the revenue records.

AND WHEREAS the Developer is a reputed real estate company and holds sufficient expertise in the development of Residential Colonies, Commercial Schemes, Commercial Towers, Shopping Complexes etc. and has developed various projects in and around Gurgaon and Delhi.

AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Residential Colony but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the Developer may construct a Residential Colony on the said Land and in lieu of the Developer's investments and efforts, the Developer shall be entitled to retain the Plotted Area on the said Land and shall allot the Plotted Area under the hereinbelow agreed terms and conditions of this Collaboration Agreement to the Land Owner.

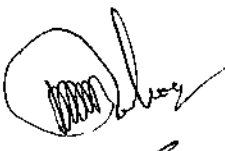
AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owner has accepted the proposal of the Land Owner and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, this agreement is irrevocable save and except in the circumstances specifically provided herein, as follows:

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

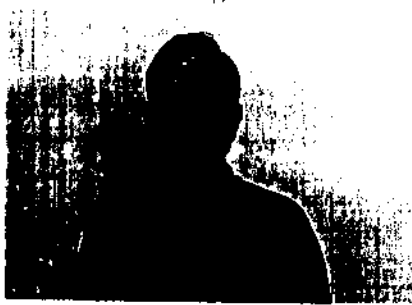
1. The said Land

- a) Land falling in Khewat/ Khatta No. 169/126, Khatoni No. 195, Rectangle No. 16, Killa No. 19 (8-0), Kita 1, total land measuring 8 Kanal 0 Marla up to the extent of 43/160 share (Smt. Ramrati), 117/160 share (Gangaram & Rajbir), total admeasuring **8 Kanal 0 Marla** salam and;

Khewat/ Khatta No. 239-240, Khatoni No. 293-294, Rectangle No. 16, Killa No. 20/2 (3-12), Kita 1, total land measuring **3 Kanal 12 Marla** salam (Smt. Ramrati).


Gangaram

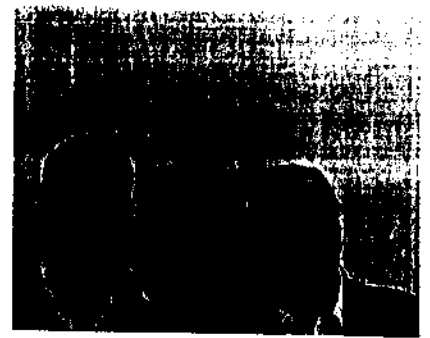

RTE Client



पेशकर्ता



दावेदार



गवाह



उप / संयुक्त पंचायत अधिकारी

The total land admeasuring under both Khewat is 11 Kanal 12 Marla, vide Jamabandi year 2004-05 and Mutation No. 2860 (partition) sanctioned on 07/07/2011, the land situated in the revenue estate of Dayapur, Tehsil and District Gurgaon, Haryana.

- b) The Land Owner agree that either prior to or subsequent to (as and when requested by the Developer) handing over the possession of the said Land to the Developer, they shall get the same officially partitioned and / or demarcated on the ground and whenever any error of omission and/or commission in the revenue records come to the knowledge or notice of the Developer or any of the Land Owner, the Land Owner shall get the same rectified in the revenue records at his own cost & expenses
- c) The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature at the time of execution of this Collaboration Agreement. The Developer however, reserves its right to carry out due diligence with respect to the title, revenue as well as the licensability aspect of the said Land.
- d) Wherever the context permits, "the said Land" shall be referred to agricultural land and upon grant of License by the competent authorities, the said Land shall become available for construction of Residential building(s).
- e) The Land Owner agrees that they shall upon signing of this Agreement, handover the true copies of the Khasra/Khataunies in support of their title of the said Land, to the Developer since the same would be required for applying for licenses / permissions, etc.

2. Consideration


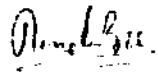









In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree, as follows:

- a) The Developer shall pay to the Land Owner the following amount :

Non - refundable amount at the rate of Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) per acre of the said Land being part of consideration, handing over of physical possession of the said Land.
- b) The Developer accordingly has therefore agreed to pay a total sum of Rs. 50,75,000/- (Rupees Fifty Lacs Seventy Five Thousands Only) to the Land Owner,


Ganga Ram



K 7 E 21thct

पशकती	Attender Singh		
दावेदार	Ganga Ram		
दावेदार	Rajbir		
दावेदार	Ramrati		
गवाह	S.C. Arora		
गवाह	Naresh Balwan		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 31,378 आज दिनांक 15/02/2012 को बही न: 1 जिल्द न: 12,989 के पृष्ठ न: 10 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,923 के पृष्ठ सख्या 60 से 63 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 15/02/2012


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

the Developer hereby pays Rs. 50,75,000/- (Rupees Fifty Lacs Seventy Five Thousands Only) on the date of Collaboration Agreement, in the following manner:

- (i) Cheque bearing No. 403406, Dated 15/02/2012 for a sum of Rs. 12,79,687/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Sh. Gargaram.
- (ii) Cheque bearing No. 403407, Dated 15/02/2012 for a sum of Rs. 12,79,688/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Sh. Rajbir.
- (iii) Cheque bearing No. 403408, Dated 15/02/2012 for a sum of Rs. 25,15,625/- drawn on Axis Bank Ltd., Gurgaon issued in favour of Smt. Ranjita.

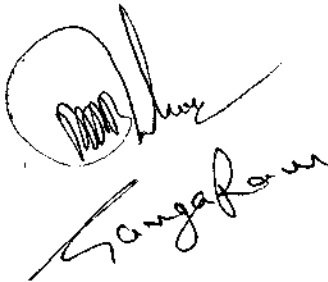
The receipt of the above cheques is hereby acknowledged by the said Land Owner

3. Possession of the said Land

- a) The Land Owner has on this day handed over the possession of the said Land to the Developer to enable the Developer to carry out its obligations under this Agreement. Further, the Land Owner undertakes to issue/execute the document/s showing Possession Handingover of the said Land in writing in favour of the Developer
- b) The physical possession of the said Land, once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner at his / their own cost and risks and after the handing over of the possession of the said Land to the Developer, the same shall not be disturbed by the Land Owner for any reason whatsoever. Any hindrance or interference by the Land Owner or anyone claiming under it, in any manner whatsoever resulting in delay in the completion of the construction work within the time stipulated in this Agreement in such an event the time schedule for the completion of the constructions shall be extended by the time equivalent to the period of delay.

4. Authorizations

The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on his/ her/ their/ it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Land Owner agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, for grant of requisite exemptions, approvals, permissions, NOC's, The said Special Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be


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constructed thereon and the same shall be executed simultaneously with the execution of this Agreement

5. Land free of charges & liens

- a) The Land Owner represents and assures the Developer that the said Land is vacant and is in their peaceful physical possession and that they have unimpeachable and absolute right title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, litigations, prior mortgages or encumbrances of any kind whatsoever.
- b) The Land Owner represents that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The Land Owner further undertakes to bear and pay all such charges and dues up to the date of grant of transfer of possession of land to the Developer. The Land Owner agrees that they shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the said License provided the charges pertain to the period prior to the date of possession.
- c) The said Land Owner has represented and assured that if required it shall get its share in the said Land duly partitioned in the revenue records within a period of 3 weeks from the date of this Agreement.

6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. at its own discretion within one year from the date of the execution of the Collaboration Agreement.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas to the Land Owner shall be given within a period of 42 months from the date of execution of this Collaboration Agreement subject to prior transfer of the said Land and Licence, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any wrong information by the Land Owner or due to reason/s mentioned in the Collaboration Agreement, then in that event the said period of delay shall be excluded from the aforesaid period. However, if the Developer fails to allot the hereinafter allotted area in shape of plot/s to the Land Owner as per this Collaboration Agreement within the time framework of 42 (forty two) months from the date of this Collaboration Agreement as agreed in this Agreement or within the extended period thereof, then in that case the Developer shall be liable to pay an amount by way of damages to compensate the Land Owner for such delay, for the first 12 (Twelve) months at the quarterly rate of Rs. 20/- (Rupees Twenty Only) per


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square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre and after aforesaid 12 (twelve) months at the quarterly rate of Rs. 400 (fourpees Forty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre till the Developer allot the possession of allotted area i.e., 1250 square yards per acre of the said land

7. Transfer of License and Title of the Land

- a) After the requisite License with respect to the said Land has been granted to the Land Owner, the Land Owner shall apply to the concerned authorities for grant of No Objection Certificate/ Permissions for transfer of the title of the said Land in favour of the Developer and also for transfer of the requisite License(s) in favour of the Developer. The Land Owner shall thereafter be bound to transfer the title of the said Land by way of Sale Deed(s) and the requisite License(s), for developing the same, in favour of the Developer within 60 days from the date of grant of No Objection Certificate/ Permissions. The Developer shall pay applicable circle rate Stamp Duty for the said Land at the time of execution and registration of the Sale Deed for the said Land in favour of the Developer and the aforesaid Non-refundable amount shall be treated as the full consideration amount paid to the land owner with respect to the said land.
- b) It is hereby agreed that in case the Land Owner fails to execute the Sale Deed(s) within a period of 60 days from the date of grant of No Objection Certificate / Permissions from appropriate authorities as aforesaid, the Developer shall be entitled to get the Sale Deed(s) executed and registered, in it's favour, through court of Law at the cost and expenses of the Land Owner.
- c) The expenses for the registration of the Sale Deed(s) with respect to the said Land in favour of the Developer shall be borne by the Developer.

8. Transfer of Plotted Area

- a) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- b) The Developer on sanction of the layout plans for the Residential Project and transfer of Licence/ title of said land as mentioned in clause 7 above shall allot, to the Land Owner, Plotted Area equivalent to 1250 sq. yards per Acre (One Thousand Two Hundred and Fifty square yards per Acre) of the Area that may be achieved on the licensable area of the said Land, (herein after referred to as the **said allotted area**). It is clearly understood between the parties that the Developer at it's own discretion shall allot the aforesaid area anywhere in it's entire Licencable land irrespective of the fact that his/her/their/it's so allotted area


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does not fall in the said Land. The Developer shall allot the aforesaid allotted area to the Land Owner but prior thereto the Land Owner shall execute the Sale Deeds of whole of their land and transfer the Licence in favour of the Developer as mentioned in clause 7 of this Agreement. It is clearly understood by the Land Owner that the Conveyance Deed, Stamp Duty, Registration Charges alongwith other incidental expenses shall be paid by the Land Owner for the said allotted area.


- c) The Developer shall allot the aforesaid allotted area to the Land owner within 60 days after the execution of sale deed and transfer of Licence (as mentioned in clause 7 above) in favour of the Developer.

9. Disputes/Claims on the title of the Land Owner

- a) The Land Owner hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Land Owner or his predecessor-in title, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the Land Owner to settle and satisfy the claims and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the wrong information made by the Land Owner or which is likely to cause any defect in the title of the Land Owner, it shall be the responsibility of the Land Owner to cure such defects at their own costs.
- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the Land Owner shall be liable to refund to the Developer all the amounts paid by the Developer to the Land Owner under this Agreement, including all expenses and costs incurred by the Developer in discharge of its obligations under this Agreement.

10. Right to sell

- a) The Developer shall draft and the Land Owner shall accept & agree to execute all the documentation(s), leaflets, brochures, advertisements, etc. for the sale/resale of the Plotted areas which shall be including but not limited to Buyers Agreement. The allocation of the allotted areas shall be made by the Developer by execution of the afore stated Buyers Agreement.
- c) The Land Owner hereby give irrevocable authority and free consent to the Developer for the sale of Developer's share in the said land.


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11 Force Majeure Conditions

- a) If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbances, (vi) inevitable accidents, (vii) change in Government policies/delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. In such an event, the Developer shall communicate to the Land Owner the occurrence of such an event and the resultant consequences thereof as soon as practicable to enable verification of the same by the Land Owner.
- b) The Developer shall also:
 - i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
 - ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

12. Undertaking of the Land Owner

The Land Owner has assured the Developer that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and Land Owner further agrees and undertakes :-

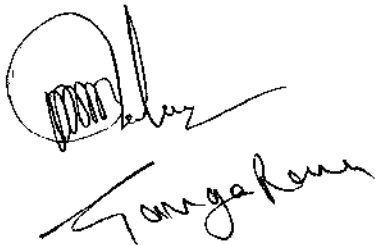
- (a) that from the date of the execution of this Agreement, the possession of the said Land shall be handed over to the Developer, subject however to all the terms, conditions, covenants and stipulations of this Agreement and in particular clause 3(b) contained hereinabove and upon handing over of the possession thereof by the Land Owner to the Developer, the same shall be at the absolute and sole disposal of the Developer with absolute right, power and authority to deal with the said Land in any manner as may be necessary for the purpose of carrying on the development/construction works and completion of the said buildings thereon.
- (b) to execute a special power of attorney in favour of the Developer, simultaneously with the execution of this Agreement, authorizing the Developer to perform all acts, deeds and things necessary in relation to the development and constructions on the said Land.
- (c) to accompany the Developer to the offices of Government of Haryana and to be present for site inspection as and when required by the Developer and to sign / execute all the documents, letters and papers as and when demanded by the Developer, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities. Also,


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the Land Owner shall render full assistance and cooperation to the Developer in obtaining requisite licence and all it's other obligations under this Agreement

- (d) not to cause any hindrances/obstructions or omit / neglect to do any act / deed, things which could prevent the Developer from obtaining expeditiously all approvals, occupation certificates, release of any guarantees and refunds, etc.
- (e) to bear and pay all taxes including wealth tax, property taxes, municipal taxes, levies, rates, charge, cesses, fees, etc as may be charged/ levied by Government/ Semi-Government/ Local bodies in respect of the Land Owner share. Wherever the Land Owner have entered into an agreement to sell/lease of allotted area, the Land Owner shall ensure that such charges are paid by the said subsequent buyers/lessee(s), as the case may be.
- (f) not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the Project in terms of this Agreement. Further, the Land Owner shall not do or cause to be done any damage to the reputation and goodwill of the Developer.
- (g) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- (h) that during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever.
- (i) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- (j) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handing over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.
- (k) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies, in case of delay payment/s, the Land Owner not paid


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the aforesaid charges on demand raised by the Developer, the Land Owner shall pay an interest at the rate of 15% per annum and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Developer.

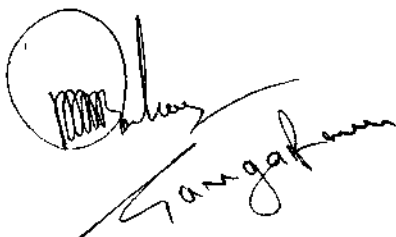
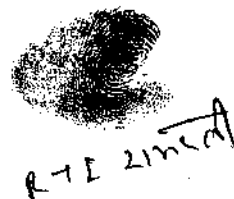
13. Undertakings of the Developer

The Developer has assured the Land Owner that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the Developer further agrees and undertakes :-

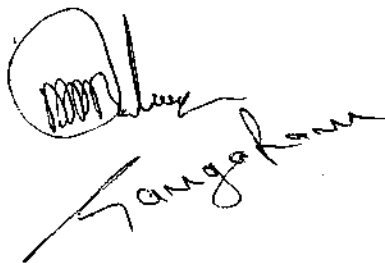
- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- (b) to identify and demarcate the Land Owner share as stipulated in clause 8(b) above and allot the area to the land owner as stipulated in clause 8(c).
- (c) that it shall with it's own manpower/contractors and material and at it's own costs carry out and complete the development/ construction works on the said Land in accordance with the sanctioned layout and building plans and complete the construction works in accordance with the applicable laws in the state of Haryana, particularly, Haryana Development and Regulation of Urban Areas Act, 1975 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules framed there under.
- (d) to engage, at it's own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.
- (e) to be responsible for compliance of all laws, rules, regulations and notifications during the time construction works are being carried out on the said Land in terms of this Agreement .
- (f) that they bear and pay or reimburse the EDC, IDC and other charges etc. in respect of the 625 square yards per acre that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies and balance EDC, IDC and other charges etc. in respect of the 625 square yards per acre shall be paid by the Land Owner.

14. Miscellaneous

- a) The Developer shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development/constructions on the said Land. Any defects in the title shall be got rectified by the Land Owner at their own costs and risk.

- b) All the expenses, including registration, stamp duty and other similar expenses towards the purchase of constructed and completed residential units by the buyers under both the Land Owner share and the Developer's share shall be borne by the said buyers.
- c) After the execution of this Agreement, the Land Owner shall not do anything on the said Land, which could materially affect the title and/or other rights appurtenant thereto including the right of easement.
- d) The Developer shall have right to integrate additional land with the said Land of the Land Owner, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the Land Owner agrees not to raise any objections or interfere in this.
- e) The Developer shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.
- f) The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- g) That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- h) If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- i) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such



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rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.

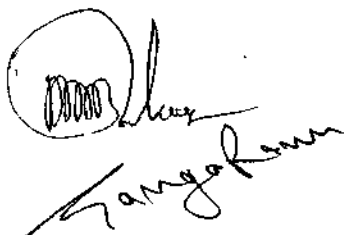
- j) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub contracting or any other legal relationship between the Land Owner and Developer, save and except what is specifically provided for under the terms of this Agreement
- k) That after carrying out due diligence of the said Land, the Parties may if they deem fit enter into a supplementary Agreement / Addendum and the same shall form part and parcel of this Agreement.

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-
 - (i) Any of the wrong information, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.
 - (iii) Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them
- b) The Developer also hereby agrees to indemnify the Land Owner and keep the Land Owner indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Land Owner and against all losses, damages, costs and expenses which the Land Owner may suffer on account of the following:
 - (i) After transfer of the said Land and Licence in favour of the Developer, non-observance by the Developer of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.

16. Registration & Additional Clearances

- a) In the event this Agreement is required by law to be registered, then both Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.




- b) Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Land Owner and the Developer under this Agreement

17. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer and whose decision shall be binding on both the parties. The Land Owners hereby confirm that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.

The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction.

18. Notices

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day after the notice/communication is put in the course of transmission if sent via certified or registered mail. The current addresses of the Parties are as follows:

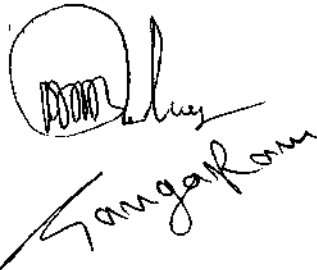
Land Owner

Developer

**Orris Infrastructure Private
Limited
J- 10/5, DLF Phase II, DLF City,
Gurgaon**

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to


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the Developer and making representations to influence the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and above said undertaking/s made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice.

- (b) The Parties further agree that in the event of (i) any default regarding title of land by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within it's sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys refundable and non – refundable paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs incurred by the Developer in pursuance of it's obligations under this Agreement, besides the loss of profit, and/or damages.
- (c) In the event of termination of the Agreement and on the failure of the Land Owner to fully satisfy the claims of the Developer within the time permitted by the Developer, the claim of the Developer shall be treated as a charge on the said Land as also in the Land Owner share in the constructions and the Developer shall be entitled to withhold handing over of the physical possession of the said Land and / or the Land Owner share in the constructions till full and final settlement of the Developer's claims and in the event of failure on the part of the Land Owner to discharge this obligation successfully within a reasonable time, the Developer shall be entitled to recover all it's claims by sale/appropriation of the said Land and / or the Land Owner share in the constructions and the Land Owner shall have no grievance in this regard

20. Complete Understanding

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supercedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.


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Copies of the Agreement

Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE SIGNED THIS AGREEMENT ON THIS 15th DAY OF FEBRUARY, 2012.

WITNESSED BY ME
(Sd/-) 15/2/12
S. G. ARORA
Advocate
Distt. JALANDHAR

SIGNED AND DELIVERED by
the within named

[Signature]

LAND OWNER

RTE
21/2/12

[Signature]
(Authorised Signatory)
DEVELOPER

Witnesses

1. *[Signature]*
Nareesh Kumar Balwan

Vill. Salagki-Dhani, Hayatpur - *[Signature]*

2. *[Signature]*

Nareesh Balwan / Sh. Shish Chand
R. Salagki Dhani Hayatpur
Tal & Distt Gurgaon

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 468123

AGREEMENT

This Agreement is made at _____ on this 24th day of Oct., 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-2/260 Janakapuri New Delhi through its Director Amit Gupta herein after referred to as ORRIS of the ONE PART.

AND

Acme Buildwell Pvt Ltd a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260 Janakapuri New Delhi 58 through its Director Vijay Gupta duly

Acme Buildwell Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

50719

श्री/श्रीमती/कुमारी M/s. Orris Infra
 06/05/2008

TENDER KUMAR
 STAMP VENDOR
 दिनांक 06/05/2008

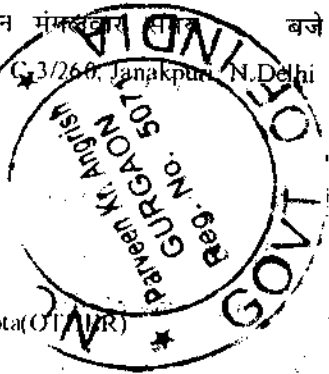
प्रलेख न: 3295

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगाँवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 3,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार को बजे श्री/श्रीमती/कुमारी M/s. Orris Infra.
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी G/3/260, Janakpura, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुत
 श्री M/s. Orris Infra Pvt. Ltd. thru Amit Gupta (OTNR)

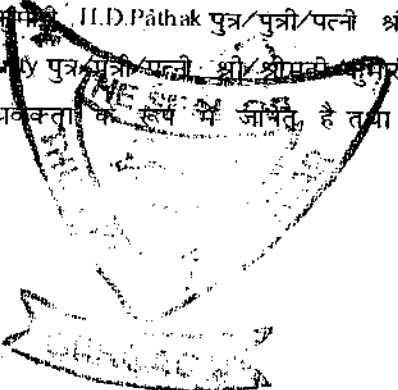


उप/संयुक्त पंजीयन अधिकारी
 गुडगाँवा

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru: Vijay Gupta दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi
 व श्री/श्रीमती/कुमारी Dipak Chakarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakarburty निवासी 22/744, DDA Flats, Kalkaji,
 शांतिनगर: 1 ने कौनो हम नम्बरदार/अधिकृत के रूप में जीते है तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 06/05/2008



उप/संयुक्त पंजीयन अधिकारी
 गुडगाँवा

authorized vide a Board Resolution dated 1/09/07 and hereinafter referred to as the "land owner" of the **OTHER PART**.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 21 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

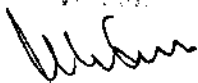
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 21 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

For Land Owner


CHIEF

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 3295 Reg. Year 2008-2009 Book No. 1



पेशकर्ता



दावेदार



गवाह

शकरी
Amit Gupta

Amit

वेपार
Mr. - Vijay Gupta

गवाह 1:- H.D. Pathak

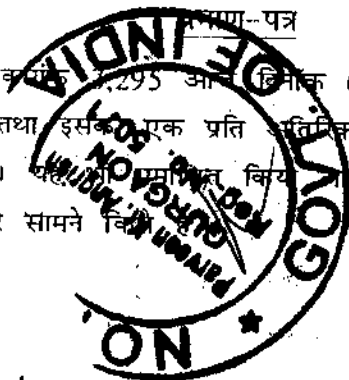
H.D. Pathak

गवाह 2:- Dipak Chakrabarty

Dipak

प्रमाणित किया जाता है कि यह प्रलेख वर्ष 2008-09 के दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसका एक प्रति अतिरिक्त बही संख्या 1 जिल्द न: 832 के पृष्ठ संख्या 52 से 53 पर चिपकाई गयी। यह प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने बिना किसी शर्त के प्रस्तुत किया है।

दिनांक 06/05/2008



उपस्थित पंजीयन अधिकारी
रुड़गाँव

सीका नं० 3295 की तारीख 1
जिल्द नं० 10587 पृष्ठ नं० 140 पर
चिपकाई
जिल्द नं० 832 पृष्ठ नं० 72
दिनांक 6/5/08 को दर्ज रजिस्ट्रार
किया गया।


सब रजिस्ट्रार
रुड़गाँव

- 3
1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
 2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
 3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 100 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the Licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 20,00,000/- *per Acre* instead of the plotted area and upon such payment the entitlement of the land owner in the plotted area shall automatically stand vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Acme Buildwell Pvt. Ltd.


Director

FOR ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

(a) At the time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be either adjusted in the Land Owner's lump sum amount as stated above or refunded when the Land Owner get its allocation.

(b) The advance has been paid in the following manner:-

(i) Cheque No 101305 dated 24/10/07 amount 1,05,00,000 drawn on UTI Bank Gurgaon


(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by Orris;

(d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges which may be required either through its own sources or through any other developer/collaborator at the absolute discretion of Orris.

(e) to prepare the blue print for development on the said land;

(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

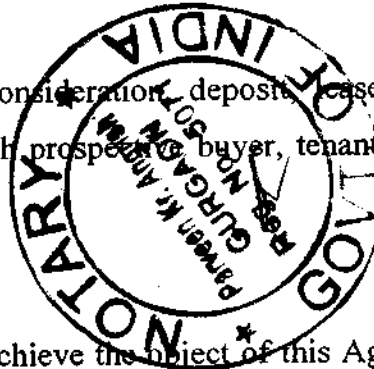
Acme Buildwell Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

- (g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- (h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
- (i) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.
- (j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- (k) To receive the entire sale consideration, deposits, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.



5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri ANIL GUPTA son of VITAY GUPTA resident of C-3/36 Jangal-Bus and Shri _____ son of _____ resident of New Delhi-58 nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or

Acme Bandwala Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 3 hereinabove.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation effecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner hereby keep Orris indemnified on the aforementioned account.
8. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to the Developer in concern of the development or disposal of the Said Land except getting its share.
9. In special case the Land Owner have right to cancel this agreement with mutual consent of the Developer before obtaining licence, in such case the Land Owner will refund the double amount.

Acme Buildwell Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
11. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
12. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land upto this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land shall be the sole liability of Orris.
13. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

Acme Buildwell Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SCHEDULE-A

— Attached —

IN WITNESS WHEREOF the parties hereto have signed this Interse Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the
within named ORRIS

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
within named LAND OWNER

Acme Buildwell Pvt. Ltd.

[Signature]
Director

*Drafted by
H.D. Pathak
H.D. Pathak*

WITNESSES:

1. *[Signature]*
H.D. PATHAK & S.D. PATHAK
Shyam Nagar
Palwal-121102

2. *[Signature]*
Dipak Chaurabha
22/744 DD A flats Kirti
Area Delhi



Chaitanya

ATTESTED TO BE TRUE COPY

[Signature]
PARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

		SHEDULE-A		Acme Buildwell Private Limited	
Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKI NO.	MUTATION NO.	LAND DETAILS
		KANAL MARLA			
1 8/26	Badha	7	5 17732	2220	RECT No.25 Kila No.15(8-0),176(0-2) Total (8-2), Share 1/10, Measuring 0 Kanal 16 Marla; RECT No. 18, Kila No. 11/1(0-9); RECT No.25, Kila No. 14/2(6-17) Total (7-6), Share 1/10, Measuring 0 Kanal 15 Marla; RECT. No.22, Kila No. 15/1/1(2-9); RECT No.25, Kila No. 11/1(5-6); RECT. No.37, Kila No. 18(8-0), 23(8-0) Total(23-15), Share 1/10, Measuring 2 Kanal 7 Marla; RECT. No. 32, Kila No.25/1(2-6), Share 1/12, Measuring 0 Kanal 4 Marla; RECT. No.16, Kila No. 10/1/2(0-15), Share 1/12, Measuring 0 Kanal 1Marla; RECT.No.22, Kila No.6/2(3-16), Share 1/12, Measuring 0 Kanal 6 Marla; RECT.No.18, Kila No.1/3(6-18), 10(8-0); RECT.No.23, Kila No. 11/1/1(3-1); RECT.No.37, Kila No.13(8-0) Total (25-19), Share 1/10, Measuring 2 Kanal 12 Marla; RECT. No.25, Kila No.27(3-18), Share 1/20, Measuring 0 Kanal 4 Marla; FIELD 16, Total Measuring 7 Kanal 5 Marla
2 13/21	Hayatpur	18	8 1628	1628	RECT. No.29, Kila No.24(7-7), 25/1(2-11); RECT. No.58, Kila No. 3/1(1-16), 8/3(4-18), 13/1(2-13); RECT. No.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total(57-11) ; Share 188/1151 ; FIELD 12, Total Measuring 9 Kanal 8 Marla
3 16/24	Hayatpur	9	8 1624	1624	RECT. No.29, Kila No.24(7-7), 25/1(2-11); RECT. No.58, Kila No. 3/1(1-16), 8/3(4-18), 13/1(2-13); RECT. No.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total(57-11) ; Share 1/24 ; FIELD 12, Total Measuring 2 Kanal 8 Marla
4 19/28	Hayatpur	2	8 1674	1674	RECT. No.21, Kila no.9/1/2(4-0), Salam, Field 1, Total measuring 4 Kanal 0 Marla
5 20/29	Hayatpur	4	0 18634	1664	RECT. No. 18, Kila No.4/1(7-0), Salam, FIELD 1, Total Measuring 7 Kanal 0 Marla
6 21/30	Hayatpur	7	0 18635	1663	

Acme Buildwell Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

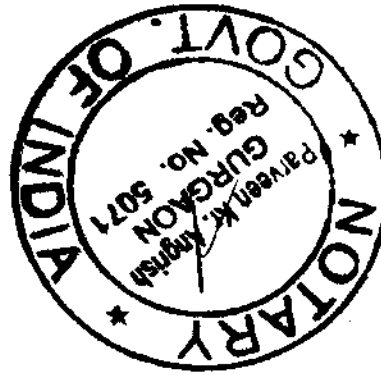
Director

DIRECTOR

19	72/201	Badha	2	8	17901		RECT.No. 36,Kila No.3(8-0),7/2(5-18),8(8-0),13(8-0),14/1(3-6),RECT.No. 37,Kila No.1(8-0),2/2(7-11) Total(48-15),Share 21/975,Measuring 1Kanal 1 Marla; RECT.No.19,Kila No.18(8-0),23/1(2-15),25(8-0) Total(18-15), Share 27/375,Measuring 1 Kanal 7 Marla;FIELD 10 Total Measuring 2Kanal 8Marla
20	112/171	Hayatpur	16	16.4	6055	1824	Measuring 0 Kanal 10.4 Marla,FIELD 5,Total measuring 16 Kanal 16.4 Marla
			162	108.4			
		TOTAL	167	8.4			
			20.92	ACRE			

For ORRIS INFRASTRUCTURE PVT. LTD.

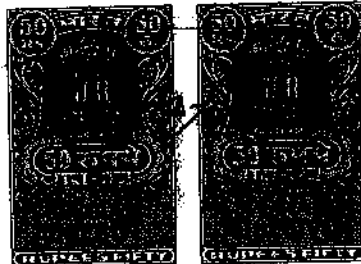
[Signature]
DIRECTOR



Buildwell Pvt. Ltd.
Director
ACCEPTED TO BE TRUE COPY
PARVEEN KUMAR ANGRISH
ADVCCATE & NOTARY
GURGAON, Haryana, India

19361

2110



50 + 50 = 100
3295
15 SEP 2007
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ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

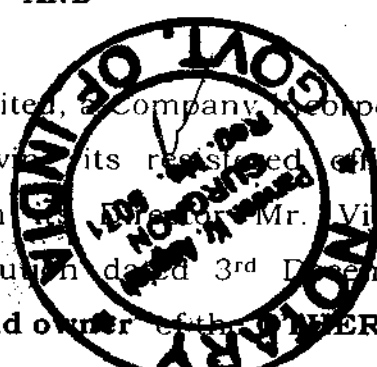
THIS ADDENDUM to the Agreement dated 24th October, 2007 is made and executed at Gurgaon on this 4th day of December, 2007:

BETWEEN

M/s. Orris Infrastructure Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Amit Gupta herein after referred to as "**ORRIS**" of the **ONE PART**.

AND

M/s. Acme Buildwell Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 3rd December, 2007 and hereinafter referred to as the "**land owner**" of the **OTHER PART**.



Acme Buildwell Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 21 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land falls in the commercial zone as per the Final Development Plan -2021, and it has necessitated the parties to make necessary amendments in the said Agreement to that effect.

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT BETWEEN THE PARTIES AS FOLLOWS:

1. That Orris may develop a Commercial/Group Housing/Plotting/Colony or any other suitable project(s) on the said Land as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.
2. In the case of the development of Land for purpose other than the residential colony, the Land Owner shall be entitled for 1000 Sq. Yds of the plotted area per acre or part of the built up area, as the

Acme Buildwell Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon.

3. That Orris is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project. In the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the said Agreement and this Addendum with respect to part or whole of the said Land, the parties herein shall not amend, vary or change terms of the said Agreement or this Addendum without the written consent of the other Developer, with whom Orris may enter into any such Agreement. Any change , variation, amendment, if made without such consent shall be void ab-initio.
4. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
5. That all other terms and conditions of the Agreement dated 24th October, 2007 shall remain the same and in force.
6. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th October, 2007.

Acme Buildwell Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Acme Buildwell Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

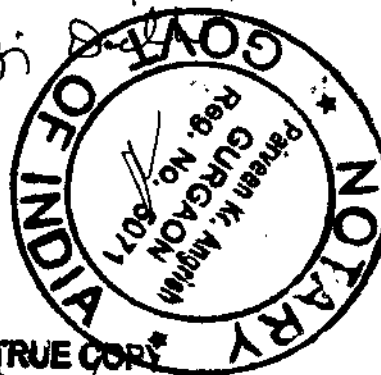
WITNESSES:

1.

[Signature]
H.D. PATHAK & S.D. Pathak
Shyam Nagar PALWAL 121102.

2.

[Signature]
Deepak Chakrabarty
Sush. M.R. Chakrabarty
29744 DDA Plot
Kalka zi DDA



ATTESTED TO BE TRUE COPY

[Signature]
PARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

Drafted by
[Signature]
H.D. PATHAK Adv

3295



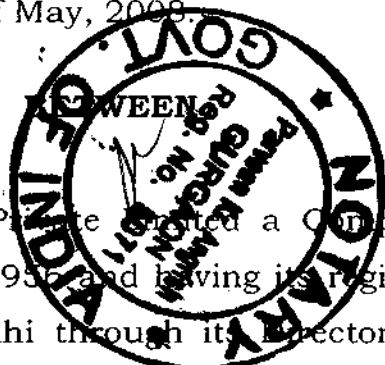
हरियाणा HARYANA

A 307335

IInd ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 is made and executed at Gurgaon on this 6th day of May, 2008.

M/s. Orris Infrastructure Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Amit Gupta herein after referred to as "ORRIS" of the ONE PART.

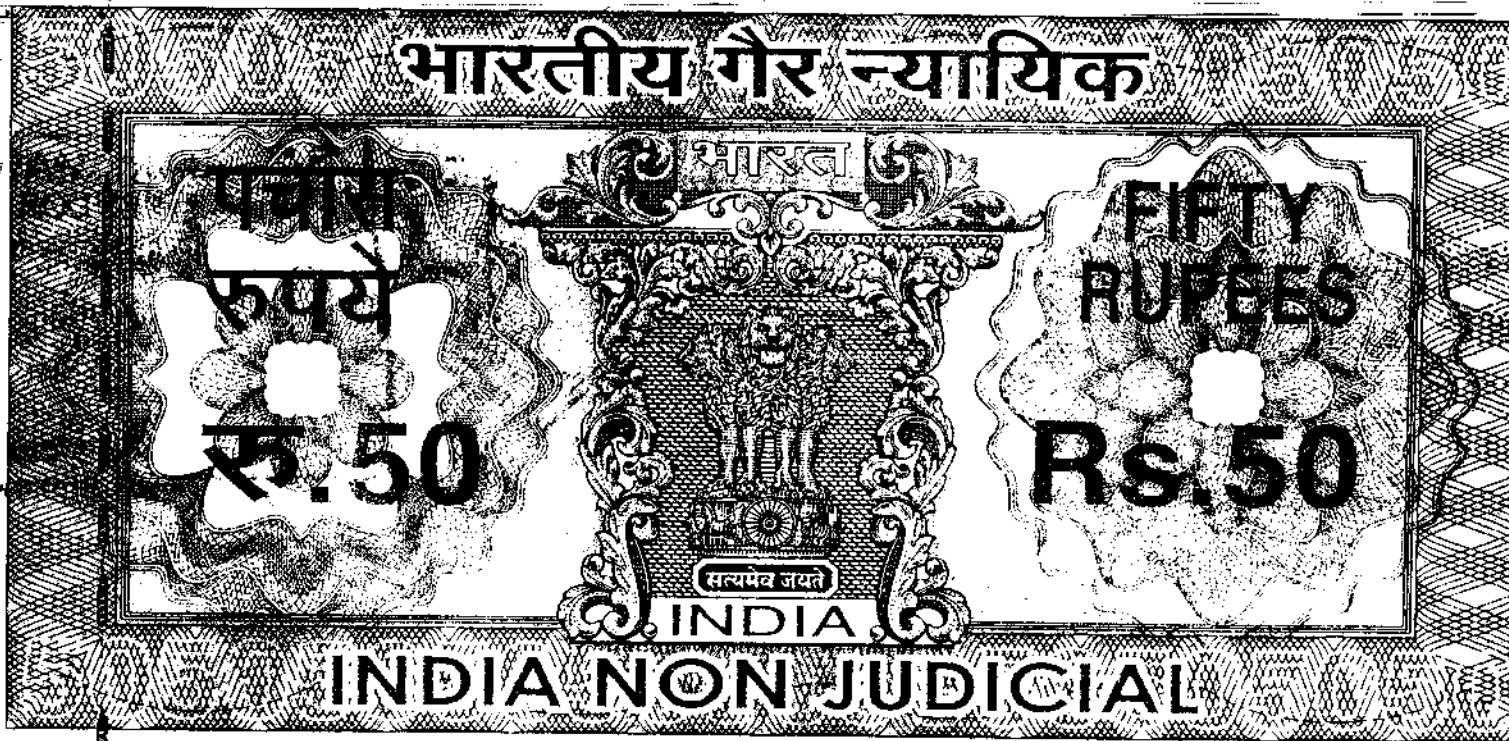


Acme Buildwell Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR



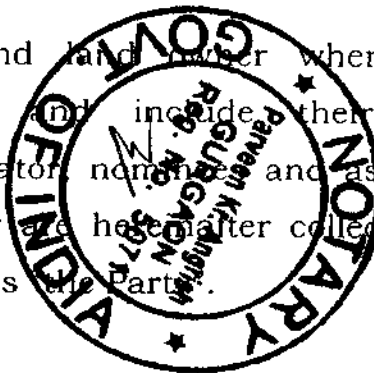
हरियाणा HARYANA

A 307336

AND

M/s. Acme Buildwell Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 30th April, 2008 and hereinafter referred to as the "land owner" of the **OTHER PART**.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrators, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as the Parties.



WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 and Addendum thereto dated 4th December,

Acme Buildwell Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

2007 (herein after jointly referred to as the said Agreements) for development of a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on land measuring 21 acres (approx.) and as detailed in the said Agreements situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land") and as per the schedule "A" attached to the Agreement dated 24th October, 2007;

AND WHEREAS part of the said land total admeasuring 31 Kanal 10 Marla bearing Rect. No. 67 Kila No. 3/2(3-16), 4/2(7-12), 7/1(3-12), 8/1/1(2-3), total measuring 17 Kanal 3 Marla, Share 326/343 measuring 16 Kanal 6 Marla; Rect. No. 62, Kila No. 8(7-12), 13(7-12) measuring 15 Kanal 4 Marla Salam, total measuring 31 Kanal 10 Marla has been transferred by way of exchange (tabadla) with similar other land total admeasuring 31 Kanal 10 Marla bearing Rect. No. 19 Kila No. 14/1(6-15), 15/2(5-6), 16/2/2/1/1 (3-9), 16/2/1(2-8); Rect. No. 20 Kila No. 18(1-12), 21(8-0), 22/1(4-0) total measuring 31 Kanal 10 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 29th February, 2008 duly registered as document no. 27727, Book No. 1, Vol. No. 9753 registered at Page No. 141, Addl. Book No. 1 Vol. No. 832 pages 34 to 55 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

Acme Buildwell Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land total admeasuring 31 Kanal 10 Marla bearing Rect. No. 67 Kila No. 3/2(3-16), 4/2(7-12), 7/1(3-12), 8/1/1(2-3), total measuring 17 Kanal 3 Marla, Share 326/343 measuring 16 Kanal 6 Marla; Rect. No. 62, Kila No. 8(7-12), 13(7-12) measuring 15 Kanal 4 Marla Salam, total measuring 31 Kanal 10 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 31 Kanal 10 Marla bearing Rect. No. 19 Kila No. 14/1(6-15), 15/2(5-6), 16/2/2/1/1 (3-9), 16/2/1(2-8); Rect. No. 20 Kila No. 18(1-12), 21(8-0), 22/1(4-0) total measuring 31 Kanal 10 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 and addendum dated 4th December, 2007 shall remain the same and in force.

Acme Buildwell Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

5. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 and addendum dated 4th December, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th October, 2007 and addendum dated 4th December, 2007.

IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Acme Buildwell Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

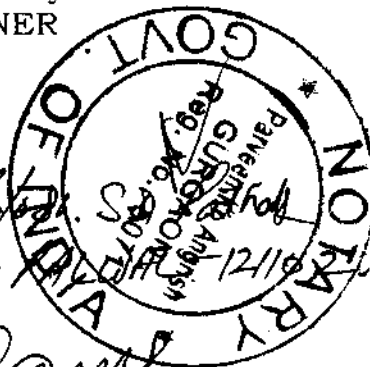
1.

[Signature]
H.D. PATHAK
Shyam Nagar

2.

[Signature]

Dee Patk Chakrabarty
Slesh. M.R. Chakrabarty
201744 DDA flat
Kalkaji Delhi

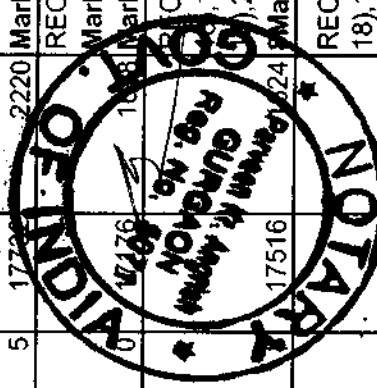


ATTESTED TO BE TRUE COPY

[Signature]
PARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

[Handwritten note]
Drafted by
[Signature]
H.D. PATHAK
Adv.

		SHEDULE-A		Acme Buildwell Private Limited		(If not Applicable)	
Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS		
S.NO.		KANAL	MARLA				
1	8/26	Badha	7	5	17720	2220	RECT No.25 Kila No.15(8-0),17(0-2) Total (8-2), Share 1/10, Measuring 0 Kanal 16 Marla; RECT No. 18,Kila No.11/1(0-9);RECT No.25,Kila No.14/2(6-17) Total (7-6), Share 1/10, Measuring 0 Kanal 15 Marla;RECT.No.22,Kila No.15/1(1-2-9);RECT No.25,Kila No.11/1(5-6);RECT.No.37,Kila No.18(8-0),23(8-0) Total(23-15), Share 1/10, Measuring 2 Kanal 7 Marla; RECT.No.32,Kila No.25/1(2-6), Share 1/12, Measuring 0 Kanal 4 Marla; RECT.No.16,Kila No.10/1/2(0-15), Share 1/12, Measuring 0 Kanal 1Marla; RECT.No.22,Kila No.6/2(3-16),Share 1/12,Measuring 0 Kanal 6 Marla; RECT.No.18,Kila No.1/3(6-18),10(8-0);RECT.No.23,Kila No.11/1/1(3-1);RECT.No.37,Kila No.13(8-0) Total (25-19),Share 1/10,Measuring 2 Kanal 12 Marla; RECT.No.25,Kila No.27(3-18), Share 1/20,Measuring 0 Kanal 4 Marla;FIELD 16, Total Measuring 7Kanal 5 Marla
2	13/21	Hayatpur	18	0	17176	1000	RECT.No.18, Kila no.6/2(6-0),7/1(4-0), Total (10-0) Salam Measuring 10 Kanal 0 Marla ; RECT.No.21,Kila no.1(8-0), Total (8-0), Salam; Measuring 8 Kanal 0 Marla; FIELD 3 Total Measuring 18 Kanal 0 Marla
3	16/24	Hayatpur	9	0	17516	124	RECT.No.29,Kila No.24(7-7),25/1(2-11);RECT.No.58,Kila No.3/1(1-16),8/3(4-13),13/1(2-13);RECT.No.59,Kila No.4(8-0),7(8-0),8(8-0),13(8-0),14/1(2-8),18/2(3-28(0-2), Total(57-11) ;Share 188/1151 ;FIELD 12,Total Measuring 9 Kanal 0 Marla
4	19/28	Hayatpur	2	8	17879	1674	RECT.No.29,Kila No.24(7-7),25/1(2-11);RECT.No.58,Kila No.3/1(1-16),8/3(4-18),13/1(2-13);RECT.No.59,Kila No.4(8-0),7(8-0),8(8-0),13(8-0),14/1(2-8),18/2(3-16),28(0-2), Total(57-11) ;Share 1/24 ;FIELD 12,Total Measuring 2 Kanal 8 Marla
5	20/29	Hayatpur	4	0	18634	1664	RECT.No.21,Kila no.9/1/2(4-0),Salam,Field 1,Total measuring 4 Kanal 0 Marla
6	21/30	Hayatpur	7	0	18635	1663	RECT.No. 18,Kila No.4/1(7-0), Salam,FIELD 1, Total Measuring 7 Kanal 0 Marla



Acme Buildwell Pvt. Ltd.

For ORRS INFRASTRUCTURE, P. LTD.

(R. S.)

7	22/31	Hayatpur	17	12	18643	1659	RECT.No.18,Kila No.3(7-12);RECT.No.21 Kila No.9/2(2-0),10(8-0), Total (17-12), Salam, FIELD 3, Total Measuring 17 Kanal 12 Marla
8	23/32	Hayatpur	6	18	18633	1675	RECT.No.21,Kila No.2/2(4-18),9/1/1(2-0), Total(6-18), Salam, FIELD 2, Total Measuring 6 Kanal 18 Marla
9	24/33	Hayatpur	10	0	18636	1666	RECT.No.18,Kila No.9/1(7-11),10/2(2-9), Total (10-0), Salam, FIELD 2, Total Measuring 10 Kanal 0 Marla
10	25/34	Hayatpur	16	9	18642	1658	RECT.No.20,Kila No.24(4-1);RECT.No.21,Kila No.4/1(4-0),7(8-0) Total (16-1), Salam, Measuring 16 Kanal 1 Marla; RECT.No.21, Kila No.14/1(0-8),17/2(0-8), Total(0-16), Share 1/2, Measuring 0 Kanal 8 Marla; FIELD 5, Total Measuring 16 Kanal 9 Marla
11	26/35	Hayatpur	7	7	18638	1662	RECT.No.27 Kila No.21(7-7), Salam, FIELD 1, Total Measuring 7 Kanal 7 Marla
13	28/37	Hayatpur	7	0	18640	1665	RECT.No.18,Kila No.4/2(1-0),5/1(6-0), Total (7-0), Salam, FIELD 2, Total Measuring 7 Kanal 0 Marla
14	29/38	Hayatpur	7	2	18638	1661	RECT.No.21,Kila No.2/1(3-2);RECT.No.20, Kila no.22/2(4-0), Total (7-2), Salam, FIELD 2, Total Measuring 7 Kanal 2 Marla
15	30/39	Hayatpur	4	0	18641	1661	RECT.No.18,Kila No.5/2(2-0),6/1(2-0), total (4-0), Salam, FIELD 2, Total Measuring 4 Kanal 0 Marla
16	34/52	Hayatpur	1	4	20661	1661	RECT.No.15, Kila No.7(8-0),8/2(7-17),9(8-0),12,(8-0),13(8-0),14(8-0),19(8-0), Total(55-17), Share 24/1117, FIELD 7, Total Measuring 1 Kanal 4 Marla
17	35/53	Hayatpur	3	3	20659	1661	RECT.No.15, Kila No.7(8-0),8/2(7-17),9(8-0),12,(8-0),13(8-0),14(8-0),19(8-0), Total (55-17), Share 63/1117, FIELD 7, Total Measuring 3 Kanal 3 Marla
18	42/64	Hayatpur	4	4	20662	1672	RECT.No.15, Kila No.7(8-0),8/2(7-17),9(8-0),12,(8-0),13(8-0),14(8-0),19(8-0), Total (55-17), Share 84/1117, FIELD 7, Total Measuring 4 Kanal 4 Marla
19	72/201	Badha	2	8	17901		RECT.No. 36,Kila No.3(8-0),7/2(5-18),8(8-0),13(8-0),14/1/1(3-6);RECT.No. 37,Kila No.1(8-0),2/2(7-11) Total(48-15), Share 21/975, Measuring 1Kanal 1 Marla; RECT.No.19,Kila No.18(8-0),23/1(2-15),25(8-0) Total(18-15), Share 27/375, Measuring 1 Kanal 7 Marla; FIELD 10 Total Measuring 2Kanal 8Marla

Acme Buildwell Pvt. Ltd.

FOR ORRUS INFRASTRUCTURE PVT. LTD.

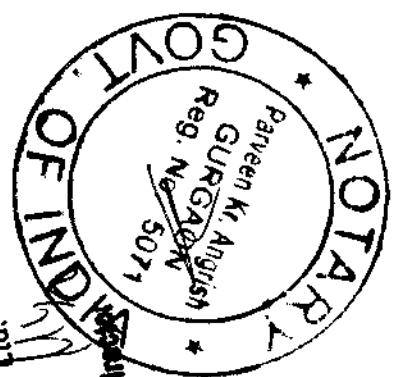
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20	112/171	Hayatpur	0	10.4	6055	1824	RECT.No.69, Kila No.11/2(2-8), Share Measuring 0 Kanal 10.4 Marla, FIELD 1, Total measuring 0 Kanal 10.4 Marla
21		Hayatpur	31	10	27727		RECT.No.19, Kila No.14/1(6-15), 15/2(5-6), 16/2/2/1/1(3-9), 16/2/1(2-8); RECT.No.20, Kila No.18(1-12), 21(8-0), 22/1(4-0); FIELD 7, Salam, Total Measuring 31 Kanal 10 Marla
			162	108.4			
		TOTAL	167	8.4			
			20.92	ACRE			

[Signature]
DIRECTOR

OF ORRIS INFRASTRUCTURE

Acme Buildwell Pvt. Ltd.



ATTESTED TO BE TRUE COPY
PARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

Acme Buildwell Pvt. Ltd.

Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

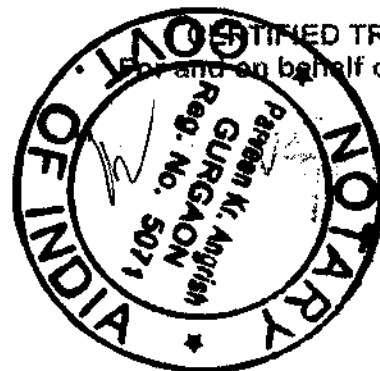
EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ACME BUILDWELL PRIVATE LIMITED HELD ON 1ST SEPTEMBER 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI -110 058 AT 3:00 PM.

Authorisation to enter into a collaboration agreements

The matter placed before the Board for the proposal of name of Mr. Vijay Gupta, Director of the Company to be authorised to enter into collaboration agreements. After consideration the following resolution was passed:

RESOLVED THAT Mr. Vijay Gupta, Director of the company be and is hereby authorised to enter into various collaboration agreements as required by the company from time to time. Mr. Vijay Gupta is further authorised to carry out negotiations and to execute the transaction on terms and condition as considered suitable by him. He is also authorised to sign necessary papers and documents on behalf of the company."

Attn:
Place: New Delhi



TESTIFIED TRUE COPY
For and on behalf of Board of Directors
Acme Buildwell Pvt. Ltd.
Director Director



ORRIS INFRASTRUCTURE PVT

Townships • Residential • Hospitality • Commercial • Retail • R. and more

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ORRIS INFRASTRUCTURE PRIVATE LIMITED HELD ON 4TH SEPTEMBER 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKI JRI, NEW DELHI -110 058 AT 12:00 PM.

Authorisation to enter into a collaboration agreements

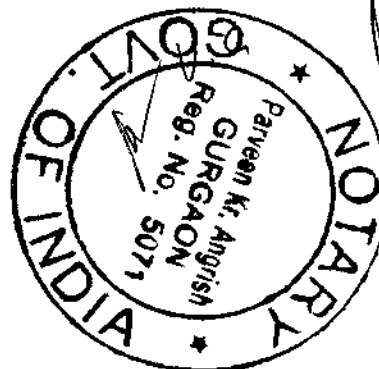
Chairman placed before the Board for the proposal of name of Mr. Amit Gupta, Managing Director of the company to be authorised to enter into collaboration agreements. After discussions the following resolution was passed:

“RESOLVED THAT Mr. Amit Gupta, Managing Director of the company be and is hereby authorised to enter into various collaboration agreements as required by the company from time to time. Mr. Amit Gupta is further authorised to carry out negotiations and to finalise all the transaction on terms and condition as considered suitable by him. He is further authorised to sign necessary papers and documents and also authorized to enter into General Power of Attorney on behalf of the company.”

Date:

Place: New Delhi

CERTIFIED TRUE COPY
For and on behalf of Board of Directors



[Signature]
Director

Acme Buildwell Pvt. Ltd.

J-10/1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

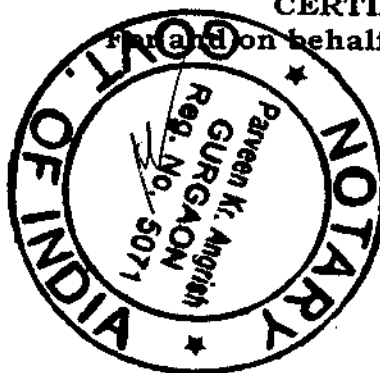
EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ACME BUILDWELL PRIVATE LIMITED HELD ON MONDAY THE 3rd DECEMBER, 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI-110058 AT 3:30 PM.

RESOLVED THAT due to change in the Master plans with respect to the usage of the Land, the Company may execute an addendum to the Agreement dated 24th October, 2007 executed with M/s Orris Infrastructure Private Limited.

FURTHER RESOLVED THAT Mr. Vijay Gupta, Director of the company be and is hereby authorised to alter, modify or amend the collaboration agreement dated 24th October 2007 as entered between the company and collaborating party M/s Orris Infrastructure Private Limited by way of executing an addendum to the collaboration agreement.

RESOLVED FURTHER THAT Mr. Vijay Gupta is further authorised to carry out negotiations and to sign and execute an addendum to previous collaboration agreement."

Date:
Place: New Delhi



CERTIFIED TRUE COPY

For and on behalf of Board of Directors


Director
AG

Orris Infrastructure Pvt. Ltd.

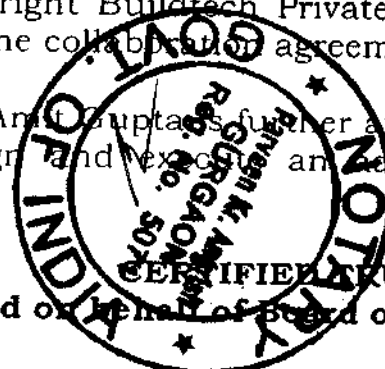
J-10/1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ORRIS INFRASTRUCTURE PRIVATE LIMITED HELD ON MONDAY THE 3rd DECEMBER, 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI-110058 AT 4:30 PM.

RESOLVED THAT due to change in the Master plans with respect to the usage of the Land and transfer of Land by way of exchange (Tabadla), the Company may execute an addendum to the Agreements dated 24th October, 2007 and 25th October, 2007 executed with M/s Acme Buildwell Private Limited, M/s Crazy Land & Housing Private Limited, M/s Orris Land & Housing Private Limited, M/s Fortune Land & Housing Private Limited, M/s Incense Properties Private Limited, M/s Oscar Land & Housing Private Limited, Mr. Amit Gupta, M/s Merlin Land & Housing Private Limited, M/s Radha Estate Private Limited and M/s Bright Buildtech Private Limited.

FURTHER RESOLVED THAT Mr. Amit Gupta, Director of the company be and is hereby authorised to alter, modify or amend the collaboration agreements dated 24th October, 2007 and 25th October, 2007 as entered between the company and the Land Owning parties i.e. M/s Acme Buildwell Private Limited, M/s Crazy Land & Housing Private Limited, M/s Orris Land & Housing Private Limited, M/s Fortune Land & Housing Private Limited, M/s Incense Properties Private Limited, M/s Oscar Land & Housing Private Limited, Mr. Amit Gupta, M/s Merlin Land & Housing Private Limited, M/s Radha Estate Private Limited and M/s Bright Buildtech Private Limited by way of executing an addendum to the collaboration agreements.

RESOLVED FURTHER THAT Mr. Amit Gupta is further authorised to carry out negotiations and to sign and execute an addendum to previous collaboration agreements."



For and on behalf of Board of Directors

Date:

Place: New Delhi


Director

Acme Buildwell Pvt. Ltd.

J-10/L1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ACME BUILDWELL PRIVATE LIMITED HELD ON WEDNESDAY THE 30th APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI-110058.

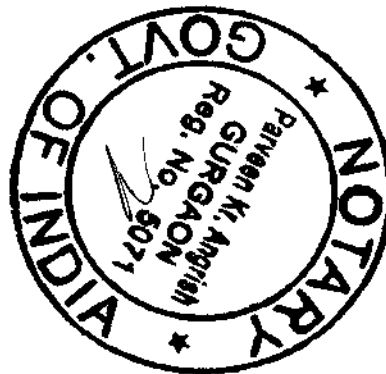
"RESOLVED THAT transfer of Land by way of exchange (Tabadla), the Company may execute an addendum to the Agreement dated 25th October, 2007 and addendum dated 4th December, 2007* executed with M/s Orris Infrastructure Private Limited.

FURTHER RESOLVED THAT Mr. Vijay Gupta, Director of the company be and is hereby authorised to alter, modify or amend the collaboration agreement dated 25th October 2007 and Addendum dated 4th December, 2007 as entered between the company and collaborating party M/s Orris Infrastructure Private Limited by way of executing an addendum to the collaboration agreement.

RESOLVED FURTHER THAT Mr. Vijay Gupta is further authorised to carry out negotiations and to sign and execute an addendum to previous collaboration agreement."

CERTIFIED TRUE COPY
For and on behalf of Board of Directors

Date:
Place: New Delhi




Director

Orris Infrastructure Pvt. Ltd.

J-10/1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

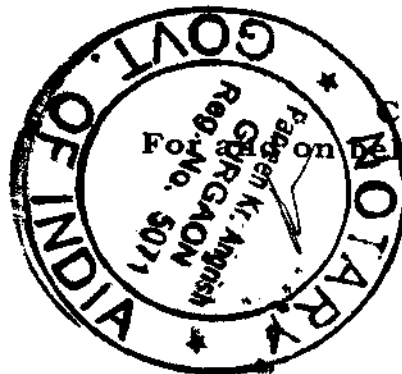
EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ORRIS INFRASTRUCTURE PRIVATE LIMITED HELD ON TUESDAY THE 1st APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT GF-16, ARUNACHAL BUILDING, BARAKHAMBHA ROAD, NEW DELHI.

RESOLVED THAT due to change in the Master plans with respect to the usage of the Land and transfer of Land by way of exchange (Tabadla), the Company may execute an addendum to the Agreement dated 24th October, 2007 executed with M/s Acme Buildwell Private Limited, Agreement dated 25th October, 2007 executed with M/s Merlin Land & Housing Private Limited and Agreement dated 24th October, 2007 executed with M/s Incence Properties Private Limited.

FURTHER RESOLVED THAT Mr. Amit Gupta, Director of the company be and is hereby authorised to alter, modify or amend the collaboration agreement as entered between the company and the Land Owning party M/s Acme Buildwell Private Limited, M/s Merlin Land & Housing Private Limited and M/s Incence Properties Private Limited by way of executing an addendum to the collaboration agreement.

RESOLVED FURTHER THAT Mr. Amit Gupta is further authorised to carry out negotiations and to sign and execute an addendum to previous collaboration agreement."

Date:
Place: New Delhi



CERTIFIED TRUE COPY
on behalf of Board of Directors

Director

Acme Buildwell Pvt. Ltd.

J-10/1, DLF City, Phase-II, M.G. Road, Gurgaon- 122002, Tel.:(95-124) 2353291-2

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ACME BUILDWELL PRIVATE LIMITED HELD WEDNESDAY THE 5th DECEMBER, 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI -110 058 AT 4:00 PM.

Authorisation to enter into a Collaboration Agreements

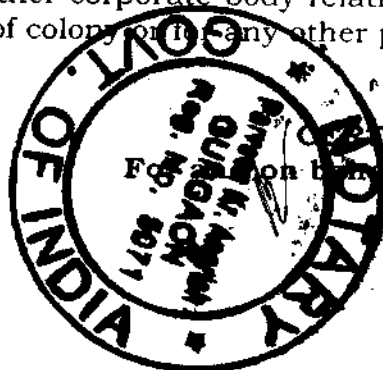
Chairman placed before the Board for the proposal of name of Mr. Vijay Gupta, Director of the company to be authorised to enter into collaboration agreements. After discussions the following resolution was passed:

"RESOLVED THAT in pursuance to Collaboration Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 executed with M/s Orris Infrastructure Private Limited for development of 21 acres of Land in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana), M/s Orris Infrastructure Private Limited is hereby authorized to Collaborate further with M/s. DLF Retail Developers Ltd. for that part of the land which falls in the Commercial Zone and accept payment of security, refundable or non refundable, as the case may be, in its own name from M/s. DLF Retail Developers Ltd. and shall therefore be liable to refund the security and interest, if any from its own account.

Further, Mr. Vijay Gupta, Director of the company be and is hereby authorised to enter into the said collaboration agreements on behalf of the company. Mr. Vijay Gupta is further authorised to carry out negotiations and to finalise all the transaction on terms and condition as considered suitable. He is further authorised to sign necessary papers and documents on behalf of the company.

RESOLVED FURTHER THAT Mr. Vijay Gupta is authorised to carry out negotiation and sign the documents relating to collaboration for remaining land with any other corporate body relating to land owned by the company for development of colony or for any other purpose."

Date:
Place: New Delhi

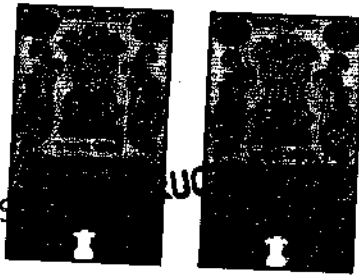


VERIFIED TRUE COPY
For on behalf of Board of Directors


Director

24112

ORRIS



LTD.

RATAN SINGH
STAMP VENDOR
Teh. GURGAON

30 MAR 2011

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007, Addendum dated 4th December, 2007 and Addendum dated 6th May, 2008 is made and executed at Gurgaon on this ____ day of _____, 2011;

BETWEEN

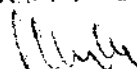
M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**ORRIS**" of the **ONE PART.**

AND

M/s. ACME BUILDWELL PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Authorized Signatory Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**land owner**" of the **OTHER PART.**

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties

ACME BUILDWELL PVT. LTD.


Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 duly registered as document no. 3295, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1, Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon, Addendum Dated 4th December, 2007 and Addendum Dated 6th May, 2008 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 20.92 acres (approx.) as detailed in the said Agreement situated in the revenue estate of Badha and Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 7 Kanal 7 Marla bearing Rect. No. 27, Kila No. 21(7-7) Salam situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 7 Kanal 7½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 295/2686 share which comes to 7 Kanal 7½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus

FOR ORRIS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS another part of the said land total admeasuring 0 Kanal 15 Marla bearing Rect. No. 25, Killa No. 15/4 min (2-9) measuring 2 Kanal 9 Marla upto the extent of 15/49 share which comes to 0 Kanal 15 Marla in the revenue estate of Badha, Tehsil Manesar District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 0 Kanal 15 Marla bearing Rect. No. 26 Kila No. 11/2(5-16), 9(8-0), 12/3(1-2), 13/1(3-6), Total Kita 4, Total Measuring 18 Kanal 4 Marla, up to the extent of 1/24 share which comes to 0 Kanal 15 Marla situated in the revenue estate of Badha, Tehsil Manesar District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 15th September, 2010 duly registered as document no. 998, Book No. 1, Vol. No. 1 registered at Page No. 28, Addl. Book No. 1 Vol. No. 2, pages 1 to 2 with the Sub-Registrar, Manesar, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007, Addendum dated 6th May, 2008 and have agreed on the terms of this Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 7 Kanal 7 Marla bearing Rect. No. 27, Kila No. 21(7-7) Salam situated in the revenue estate of

Arora Building Pvt. Ltd.

Authorized Signatory

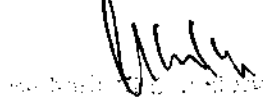
POF ORISA INFRASTRUCTURE PVT. LTD.

Authorized Signatory

Hayatpur, Tehsil and District Gurgaon (Haryana) AND another part of land measuring 0 Kanal 15 Marla bearing Rect. No. 25 Killa No. 15/4min(2-9) measuring 2 Kanal 9 Marla upto the extent of 15/49 share which comes to 0 Kanal 15 Marla situated in the revenue estate of Badha, Tehsil Manesar District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.

2. That land total admeasuring 7 Kanal 7½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 295/2686 share which comes to 7 Kanal 7½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) AND another part of land measuring 0 Kanal 15 Marla bearing Rect. No. 26 Kila No. 11/2(5-16), 9(8-0), 12/3(1-2), 13/1(3-6), Total Kita 4, Total Measuring 18 Kanal 4 Marla, up to the extent of 1/24 share which comes to 0 Kanal 15 Marla situated in the revenue estate of Badha, Tehsil Manesar District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.

Adani Building Pvt. Ltd.



For ORRIS INFRASTRUCTURE PVT. LTD.



4. That all other terms and conditions of the Agreement dated 24th October, 2007 and Addendum dated 6th May, 2008 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 and Addendum dated 6th May, 2008 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th October, 2007 and Addendum dated 6th May, 2008.

IN WITNESS WHEREOF the parties have executed this Addendum on the day, month and year first above written in the presence of witnesses:

SIGNED AND DELIVERED by the
Within named ORRIS

For ORRIS INFRASTRUCTURE PVT. LTD.



Authorized Signatory

SIGNED AND DELIVERED by the
Within named LAND OWNER

Acme Buildwell Pvt. Ltd.



Authorized Signatory

WITNESSES:

1.

2.

M/s ACME Buildwell - Addendum to Agreement, Dated 24 October 2007									
S.NO.	Sr.Reg. No.	VILLAGE	SHEDULE-A		VASIKA NO.	MUTATION NO.	LAND DETAILS		
			TOTAL AREA	KANAL MARLA					
1	8/26	Badha	7	5	17732	2220	RECT No.25 Kila No.15(8-0), 176(0-2) Total (8-0) 1/10 Share measuring 16 Marla; RECT No. 18, Kila No. 11/1(0-9); RECT No.25, Kila No. 14/2(6-17) Total (7-6) 1/10 Share measuring 15 Marla; RECT No.22, Kila No. 15/1(1-2-9); RECT No.25, Kila No. 11/1(5-6); RECT No.37, Kila No.18(8-0), 23(8-0) Total (23-15) 1/10 Share measuring (2-7); RECT No.32, Kila No.25/1(2-6) 1/12 Share measuring (0-4); RECT No.16, Kila No.10/1(2-0-15) 1/12 Share measuring (0-1); RECT No.22, Kila No.8/2(3-16) 1/12 Share measuring (0-6); RECT No.18, Kila No. 1/3(6-18), 10(8-0); RECT No.23, Kila No. 11/1(1-3-1); RECT No.37, Kila No.13(8-0) Total (25-19) 1/10 Share measuring (2-12); RECT No.25, Kila No.27(3-18) 1/20 Share measuring (0-4); FIELD 16 Total Measuring 7Kanal 5 Marla		
2	139/371	Badha	0	15	998	2504	Rect. No. 26, Kila No. 9/1(3-1) Kitta 1 Total 3Kanal 1 Marla of Share 1/4, Land Measuring 0 Kanal 15 Marla, Total 0Kanal 15 Marla		
3	13/21	Hayatpur	18	0	17176	1628	RECT No.18, Kila no.6/2(6-0), 7/1(4-0), Total (10-0) Salam; RECT No.21, Kila no.1(8-0), Total (8-0) Salam; FIELD 3 Total Measuring 18 Kanal		
4	16/24	Hayatpur	9	8	17516	1624	RECT No.29, Kila No.24(7-7), 25/1(2-11); RECT No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT No.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11) ; 1/24 Share ; FIELD 12, Total Measuring 9 Kanal 8Marla		
5	19/28	Hayatpur	2	8	17879	1674	RECT No.29, Kila No.24(7-7), 25/1(2-11); RECT No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT No.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11) ; 1/24 Share ; FIELD 12, Total Measuring 2 Kanal 8 Marla		
6	20/29	Hayatpur	4	0	18634	1664	RECT No.21, Kila no.9/1(2-4-0), Salam, Field 1 Total measuring 4 Kanal 0 Marla		
7	21/30	Hayatpur	7	0	18635	1663	RECT No. 18, Kila No.4/1(7-0), Salam, FIELD 1, Total Measuring 7 Kanal 0 Marla		
8	22/31	Hayatpur	17	12	18643	1659	RECT No.18, Kila No.3(7-12); RECT No.21 Kila No.9/2(2-0), 10(8-0), Total (17-12), Salam FIELD 3, Total Measuring 17 Kanal 12 Marla		
9	23/32	Hayatpur	6	18	18633	1675	RECT No.21, Kila No.2/2(4-18), 9/1(1-2-0), Total (6-18), Salam, FIELD 2, Total Measuring 6 Kanal 18 Marla		
10	24/33	Hayatpur	10	0	18636	1666	RECT No.18, Kila No.9/1(7-11), 10/2(2-9), Total (10-0), Salam, FIELD 2, Total Measuring 10 Kanal 0 Marla		

Acme Buildwell Pvt. Ltd.

[Signature]
Authorised Signatory

ACME BUILDWELL
INFRASTRUCTURE PVT. LTD.

ORRIS



VIKAS / SHARMA

20 DEC 2011

Stamp Vendor, Gurgaon

2743

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this _____ day of _____, 2012.

BETWEEN

Mr. AMIT GUPTA S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi herein after referred to as **"Land Owner"** of the **ONE PART**.

AND

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its office at J - 10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Vijay Gupta ^{Mangit Singh} duly authorized vide a Board Resolution dated 01-08-2007 and herein after referred to as "Orris" of the
OTHER PART.

The expression Orris and Land Owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land bearing Khewat/ Khata No. 392/, Mustil No. 9, Killa No. 14/2/2 (4-7), 17/1 (5-4), 24/1 (1-14), 25/1 (4-0), Mustil No. 14, Killa No. 5/2 (6-4), 6/1/1 (2-4), Kita 6 total land measuring **23 Kanal 13 Marla** Salam vide jamabandi year 2004-05

Assigned Story

प्रलेख न: 2743

दिनांक 01/05/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1,478,125.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 10,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये

Drafted By: C.L.Arora, Adv.

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 01/05/2013 दिन बुधवार समय 4:45:00PM बजे श्री/श्रीमती/कुमारी Amit Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Vijay Gupta निवासी C-3/260, Janakpuri, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Amit Gupta

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Manjit Singh दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।
दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehar Singh निवासी 1157, Sec-15, Sonapat ने की।
साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 01/05/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

situated in the revenue estate of Hayatpur, Tehsil & Distt.- Gurgaon, Haryana, hereinafter referred to as "the said Land".

AND WHEREAS the Land Owner represents that as per the Master Plan of Gurgaon the said land falls in the residential zone.

AND WHEREAS the Land Owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has only 2.956 Acres (appx.) of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

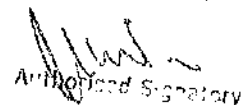
AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.



For Orris (Signature)


Authorized Signatory



पेशकर्ता










दावेदार



गवाह



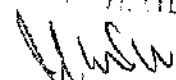
उप / संयुक्त पंचायत अधिकारी


पेशकर्ता	Amit Gupta		  
दावेदार	thru:- Manjit Singh		
गवाह	C.L. Arora		
गवाह	Jitender Singh		

2. The Land Owner hereby grants its irrevocable consent/approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, the Orris shall allot in favour of the Land Owner plotted area measuring 1000 sq. yds. per Acre in any of its licensable/ project land irrespective of the fact that it's so allotted area does not fall in the said land.
4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:

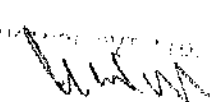


FOR ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

- a) At time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) The advance has been paid in the following manner:-
Cheque No 461159, dated 19-Mar-2012 amount Rs. 14,78,125/- drawn on Axis Bank LTD. 
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
- i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner.
- j) to market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said



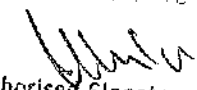

Authorized Signatory

colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.

- k) to receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc. in the said project.
5. That in order to facilitate Orris to achieve the object of this Agreement, the Land Owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Private Limited who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.
6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no



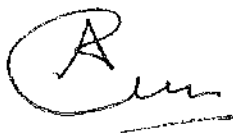
F - ORRIS INFRASTRUCTURE PVT. LTD.



Authorised Signatory

defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation effecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.

8. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
9. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
10. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or



F - ORRIS INFRASTRUCTURE SUB



Authorised Signatory

authorities for developing the said land as a colony shall be the sole liability of Orris.

11. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

IN WITNESS WHEREOF the parties hereto have signed this Collaboration Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the
within named LAND OWNER

Drafted at Sl. No. 9328
C. L. ARORA
Advocate
Dist. Courts, Gurgaon

SIGNED AND DELIVERED by the
within named ORRIS

FOR ORRIS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

WITNESSES:

1. Vijay Kumar
(VIJAY KUMAR MITTAL)
S/o Mr. Mangal Ram
D-115, FF, SOUTH CITY-II, GURGAON.
- 2.

Ranabhai
Jilendra Singh s/o Keshu Singh
H.O. 115A sector - 15
Sonapat

2.

C. L. ARORA
Advocate
Dist. Courts, GURGAON