

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 396705

AGREEMENT

This Agreement is made at _____ on this 25th day of Oct, 2007.

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Director ANUT GUPTA herein after referred to as ORRIS of the ONE PART.

AND

BRIGHT BUILDTECH PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi - 58 through its Director VIJAY GUPTA duly

Bright Buildtech Pvt. Ltd.

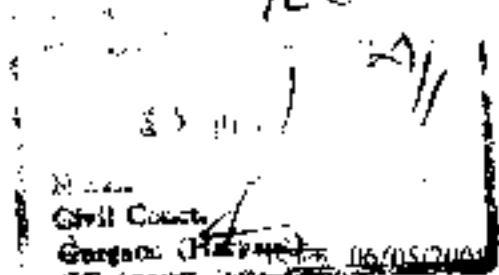
For ORRIS INFRASTRUCTURE PVT. LTD.


Director


DIRECTOR

30/12/11 5-11-11-22

72/184
100



प्रलेख नं: 3317

डीड संबंधी विवरण	
डीड का नाम ACCIDENT	
नक़्शान/सम तहसील गुडगांव	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 7,400,000.00 रुपये	स्टाफ़ ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Patbak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s Omis India पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-3/260, Janakpuri, N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

[Signature]

श्री M/s Omis India Pvt. Ltd. thru Anur Gupta (OFFICER)

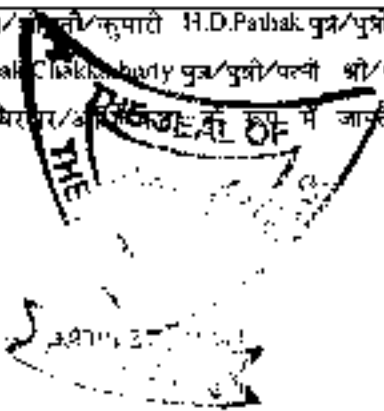
उप/संबन्धित पंजीयन अधिकारी

[Signature]
गुडगांव, हरियाणा

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

दोनों पक्षों को पहचान श्री/श्रीमती/कुमारी H.D.Patbak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Deepak Chakrabarty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी MR Chakrabarty निवासी 22/744, DDA Flats, Kirti Vihar, New Delhi हुक्म के तहत/अधीनस्थ रूप में जाती है तथा वह साक्षी नं:2 को पहचान करता है।

दिनांक 06/05/2008



उप/संबन्धित पंजीयन अधिकारी

[Signature]
गुडगांव, हरियाणा

authorized vide a Board Resolution dated 1/9/07 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 20.5 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 20.5 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:-

Bright Buildtech Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 3317 Reg. Year 2008-2009 Book No. 1



पंजीकर्ता

दावेदार

गवाह

पंजीकर्ता
Amit Gupta

[Signature]

दावेदार
Chauhan Vicky Gupta

[Signature]

गवाह 1:- H.D. Pathak

[Signature]

गवाह 2:- Deepak Chakrabarty

[Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,317 आज दिनांक 06/05/2008 को बही नं: 1 जिल्द नं: 9,753 के पृष्ठ नं: 140 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द नं: 832 के पृष्ठ सख्या 52 से 53 पर लिपिकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान खंगुडा में सम्पन्न किये हैं।

दिनांक 06/05/2008

उप/पंजीकृत पंजीयन अधिकारी

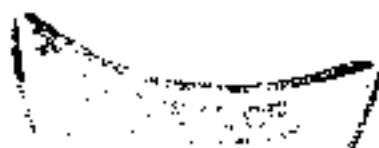
गडगाँवा

संयुक्त स.प. राजिस्ट्रार

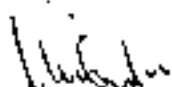
गुडगाँवा

सीका नं: 3317
जिल्द नं: 10532
वर्ग: 225
जिल्द: 79
दिनांक: 6/5/08
किया गया।

[Signature]



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 1000 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. 74,00,000/- Per Acre . instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands 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.


0

5/11/14

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 011734 dated 24/10/07 amount 1,02,50,000/- drawn on U.T.I. BANK, GURGAON

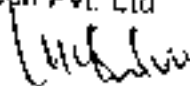
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(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

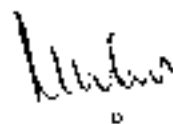
Bright Buildtech Pvt. Ltd


Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

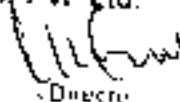
- (g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
 - (h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, 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, deposit, 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 Anur Gupta son of Shri Vijay Gupta resident of A-3/260, Jankpuri, New Delhi and Shri _____ son of _____ resident of _____ 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



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 2 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 do 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.

Bright Buildtech Pvt Ltd.



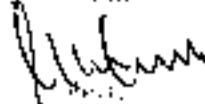
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

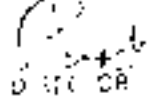
DIRECTOR

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 as a colony 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.

For Land Owner



For Orris Infrastructure Pvt. Ltd.



SCHEDULE-A

— Attached —

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

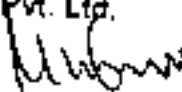
SIGNED AND DELIVERED by the
within named ORRIS

For ORRIS INFRASTRUCTURE PVT. LTD.

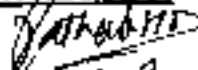
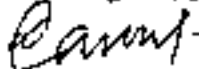

DIRECTOR

SIGNED AND DELIVERED by the
within named LAND OWNER

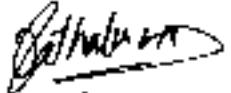
Bright Buildtech Pvt. Ltd.


Director

WITNESSES:

1. 
H.D. PATHAK & Sd. S.D. Pathak.
Shyam Nagar
Palwal - 121102.
2. 
Sd. Pathak.

Dipak Chaurvarty
D.O.A flats.
Kallanji,
New Delhi

Drafted by

H.D. PATHAK Adv

		SCHEDULE-A		BRIGHT BUILDTECH			
S.NO.	Sr.Reg.N ^o .	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
			KANAL MARLA				
1	40/139	Badha	6	2351	2123	RECT.No.24,kila no. 5,(7-2),6(7-7),7/1(2-10),7/2(0-14),Total (17-13), Share 85/353,Measuring 4 Kanal 5 marla;RECT.No.25, Kila No.1(8-0), Share 1/4 Measuring 2 Kanal 0 Marla;FIELD 5, Total Measuring 6 Kanal 5 Marla	
2	41/141	Badha	6	3269	2041	RECT.No.24,kila no. 5,(7-2),6(7-7),7/1(2-10),7/2(0-14),Total (17-13), Share 88/353,Measuring 4 Kanal 8 marla;RECT.No.25, Kila No.1(8-0), Share 1/4, Measuring 2 Kanal 0 Marla;FIELD 5, Total Measuring 6 Kanal 9 Marla	
3	68/163	Badha	6	6272	2079	RECT.No.15,Kila No.16/2(6-4), Salam, FIELD 1, Total Measuring 6 Kanal 4 Marla	
4	70/165	Badha	6	6312	2092	RECT.No.31,Kila No.2/2/2(2-10),1(6-11),Total (9-1), Share 161/181, FIELD 2, Total Measuring 6 Kanal 1 Marla	
5	90/130	Hayatpur	14	366	1817	RECT.No.65Kila No.19/1(3-12),20/1(6-0) RECT.No.66,Kila No.23(7-7),25(4-4),24(6-19);RECT.No.74,Kila No.3(8-0),4(8-0),5/1(2-8),Total (46-10),Share 19/50, FIELD B, Total measuring 14 Kanal 15 Marla	
6	91/131	Hayatpur	17	367	1818	RECT.No.65,Kila No.18(5-0),19(2(4-8),21(7-7),22(8-3);RECT.No.66,Kila No.25/2(3-2);RECT.No.74,Kila No.5/2(5-12);RECT.No.75,Kila No.1(8-0),2(4-16),Total(48-8),Share 3/8;FIELD 8,Total Measuring 17 Kanal 9 Marla	
7	92/132	Hayatpur	18	368	1791	RECT.No.74,Kila No.7/2(4-0),8(8-0),13(8-0),14/1(3-16),18/2(4-8),19/1(0),22/2(3-8),23/1(2-0);RECT.No.76,Kila No.3/1(2-0),Total (38-12), Share 1/2, FIELD 9, Total measuring 18 Kanal 6 Marla	

Bright Buildtech, Pvt. Ltd.

For ORUS INFRASTRUCTURE PVT. LTD.

[Signature]
Director

[Signature]
DIRECTOR

→ Sold
→ Sold

8/93/133	Hayatpur	14	0	1636	1797	RECT. No. 74, Kila No. 25/2(5-8), RECT. No. 76, Kila No. 4(8-0), 7(7-18), 8(1(5-8), 13(5-8), 14(3-18), Total (35-16), Share 1/2, Measuring (17-18); RECT. No. 74, Kila No. 16(7-18), 17(2(4-13), 24(8-0), 25(1(3-8); RECT. No. 75, Kila No. 20(1-1), RECT. No. 76, Kila No. 5(2-12), Total (24-12), Share 1/2, Measuring, (12-6), Total 30 Kanal 4 Marla; Share Purchased 280/609, FIELD 12, Total measuring 14 Kanal 0 Marla
9/94/134	Hayatpur	3	7	1954	1793	RECT. No. 72, Kila No. 7/2(1-2), 13/2(3-16), 14(8-0), 15(8-0), 17(8-0), 18(1(3-16), Total (40-14), Share 67/814, FIELD 7, Total Measuring 3 Kanal 7 Marla
10/95/135	Hayatpur	8	0	1953	1792	RECT. No. 63, Kila No. 2(8-0), RECT. No. 66, Kila No. 1(8-0), 10(8-0), 11(1(4-18), Total (28-18), Share 1/4, Measuring 7 Kanal 4 Marla; RECT. No. 62, Kila No. 8(8-0), 14(8-0), 15(8-0), Total (24-0), Share 1/4, Measuring 6 Kanal 0 Marla; RECT. No. 62, Kila No. 16(8-0), Share 1/3, Measuring 2 Kanal 13 Marla; Total (15-17); Share Purchased 160/317; FIELD 8; Total Measuring 8 Kanal 0 Marla
11/96/136	Hayatpur	3	7	2167	1794	RECT. No. 72, Kila No. 7/2(1-2), 13/2(3-16), 14(8-0), 15(8-0), 17(8-0), 18(1(3-16), Total (40-14), Share 67/814, FIELD 7, Total Measuring 3 Kanal 7 Marla
12/97/137	Hayatpur	6	18	2222	1795	RECT. No. 7, Kila No. 3/2(6-12), 7/2(2(0-11), 13/2(5-16), 14(1(7-4), 17/2(3-4), 18(1(7-8), RECT. No. 16, Kila No. 15(4(0-5), 18(8-0), 22(8-0), 23(8-0), 24(8-0), Total (89-0), Share 1/10, FIELD 11, Total measuring 6 Kanal 18 Marla
13/98/140	Hayatpur	8	0	2348	1796	RECT. No. 4, Kila No. 22/2(3-18), 24(1(6-2), RECT. No. 7, Kila No. 2(8-0), 3(3(0-13), 8(1(2(6-7), 9(8-0), 13(1(2-4), RECT. No. 16, Kila No. 11(8-0), 12(8-0), 8(2(1-2), 13(8-0), 19(8-0), total (68-6), Share 160/1376; FIELD 12, Total measuring 8 Kanal 0 Marla

→ Sold
→ Sold
→ Sold
→ Sold

For ORRUS INFRASTRUCTURE PVT. LTD.


DIRECTOR

ORRUS Buildtech Pvt. Ltd.


Director

14	100/142	Hayalpur	18	5	3343	1997	RECT. No. 69, Kila No. 14/2(3-7), 17/2(5-12), 18/8-0), 22/2(2-12), 23/8-0); RECT. No. 70, Kila No. 2(1-5), 3/1(3-15); Total (32-11), Share 1/4, Measuring 8 Kanal 3 marla; RECT. No. 69, Kila No. 12/2(5-8), 13/8-0), 19/7-12), 20/1(8-0), 21(3-18), 22/1(4-19), Total (35-15), Share 1/4, Measuring 8 Kanal 18 Marla; RECT. No. 65, Kila No. 16/5-0), 19/2(4-8), 21(7-7), 22(8-3); RECT. No. 66, Kila No. 26/2(3-2); RECT. No. 74, Kila No. 5/2(5-12), RECT. No. 75, Kila No. 1/8-0), 2(4-15), Total (46-8), Share 1/40, Measuring 1 Kanal 3 Marla; FIELD 21, Total Measuring 18 Kanal 5 Marla
15	103/147	Hayalpur	6	0	4431	1995	RECT. No. 8, Kila No. 22/8-0), RECT. No. 15, Kila No. 3/8-0), 1(8-0), 2(8-0), Total (32-0), Share 150/64-0, FIELD 4, Total Measuring 8 Kanal 0 Marla
16	1-3/164	Hayalpur	19	9	6271	1996	RECT. No. 72, Kila No. 3/2(4-8), 4(8-0), 5(8-0), 6(8-0), 7/1(8-18); RECT. No. 74, Kila No. 10/2(5-4), Total (41-10), Share 389/830; FIELD 6, Total measuring 19 Kanal 9 Marla
			162	95			
		TOTAL	166	15			
			20.84	ACRE			

FOR ORUS INFRASTRUCTURE PVT. LTD.

 DIRECTOR

Bright Aquatech Pvt. Ltd.

 Director

→ Sold 4 marla
Baita area (12-22)

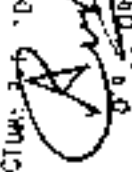
→ Sold

		SHEDULE-A		BRIGHT BUILDTECH		(Addendum)	
S.NO.	Sr.Reg.N a.	VILLAGE	TOTAL AREA	VASIK NO.	MUTATION NO.	LAND DETAILS	
1	40/139	Badha	6	5	2351	2123	RECT No. 24, kila no. 5, (7-2), 6(7-7), 7(1(2-10), 7(2(0-14), Total (17-3), Share 85/353, Measuring 4 Kanal 5 Marla; RECT No. 25, Kila No. 1(8-0), Share 1/4, Measuring 2 Kanal 0 Marla; FIELD 5, Total Measuring 6 Kanal 5 Marla
2	41/141	Badha	6	9	3269	2041	RECT No. 24, kila no. 5, (7-2), 6(7-7), 7(1(2-10), 7(2(0-14), Total (17-3), Share 89/353, Measuring 4 Kanal 9 Marla; RECT No. 25, Kila No. 1(8-0), Share 1/4, Measuring 2 Kanal 0 Marla; FIELD 5, Total Measuring 6 Kanal 5 Marla
3	68/183	Badha	6	4	8272	2079	RECT No. 15, Kila No. 16(2(6-4), Salem, FIELD 1, Total Measuring 6 Kanal 4 Marla
4	70/185	Badha	8	1	6312	2092	RECT No. 31, Kila No. 2(2(2-10), 1(8-11), Total (9-1), Share 161/181, FIELD 2, Total Measuring 8 Kanal 1 Marla
5	90/130	Hayatpur	14	15	363	1817	RECT No. Kila No. 19(1(3-12), 20(1(6-0), RECT No. 66, Kila No. 23(7- 7), 25(4-4), 24(6-19); RECT No. 74, Kila No. 3(8-0), 4(8-0), 5(1(2-8), Total (46- 10), Share 19/60, FIELD 8, Total measuring 14 Kanal 15 Marla
6	91/131	Hayatpur	17	9	367	1816	RECT No. 65, Kila No. 18(5-0), 19(2(4-8), 21(7-7), 22(8-3), RECT No. 66, Kila No. 25(2(3-2); RECT No. 74, Kila No. 5(2(5-12); RECT No. 75, Kila No. 1(8- 0)(2(4-16), Total (46-8), Share 3/8, FIELD 8, Total Measuring 17 Kanal 9 Marla
7	92/132	Hayatpur	18	8	368	1791	RECT No. 74, Kila No. 7(2(4-0), 8(8-0), 13(8-0), 14(1(3-16), 18(2(4-8), 19(1(1- 0), 22(2(3-8), 23(1(2-0); RECT No. 76, Kila No. 3(1(2-0), Total (36-12), Share 1/2, FIELD 9, Total measuring 18 Kanal 6 Marla

Bright Buildtech Pvt. Ltd.


Director

... 09/03/2025 ... RECT No. 24


09/03/2025

8/93/133	Hayatpur	14	0	1838	1797	RECT.No.74,Kila No.25(2(5-8);RECT.No.76,Kila no.4(8-0),7(7-16),8(15-8),13(5-8),14(3-18),Total(35-16), Share 1/2, Measuring (17-16),RECT.No.74,Kila No.16(7-18),17(2(4-13),24(8-0),25(10-8);RECT.No.75,Kila No.20(1-1),RECT.No.76,Kila No.5(2-12),Total (24-12), Share 1/2,Measuring, (12-6), Total 39 Kanal 4 Marla; Share Purchased 280(609, FIELD 12, Total measuring 14 Kanal 0 Marla
9/94/134	Hayatpur	3	7	1954	1793	RECT.No.72,Kila No.7(2(1-2),13(2(3-16),14(8-0),15(8-0),16(8-0),17(8-0),18(1(3-16), Total (40-14), Share 67(814,FIELD 7, Total Measuring 3 Kanal 7 Marla
10/95/135	Hayatpur	8	2	27745		RECT.No.19 Kila No.13(2(0-8),14(2(0-9),15(1(0-1),16(2(22(0-8),16(2(2(2(1(0-8); Rect. No. 22 Kila No. 21(1(2(0-4) total 1 Kanal 18 Marla, share 1/18 measuring 0 Kanal 2 Marla, Rect. No. 21 Kila No. 18(2(6-0), Salam; Rect. No. 21 Kila No. 18(1(2-0), Salam, Field 8 total measuring 8 Kanal 2 Marla
11/96/136	Hayatpur	3	7	2167	1794	RECT.No.72,Kila No.7(2(1-2),13(2(3-16),14(8-0),15(8-0),16(8-0),17(8-0),18(1(3-16), Total (40-14), Share 87(814 FIELD 7, Total Measuring 3 Kanal 7 Marla
12/97/137	Hayatpur	5	18	2222	1795	RECT.No.7,Kila No.3(2(6-12),7(2(2(6-11),13(2(5-16),14(1(7-4),17(2(3-4),18(1(7-8);RECT.No.16,Kila No.15(4(0-5),18(8-0),22(8-0),23(8-0),24(8-0),Total (69-0), Share 1/10,FIELD 11, Total measuring 6 Kanal 18 Marla
13/98/140	Hayatpur	8	0	2349	1796	RECT.No.4,Kila No.22(2(3-18),24(1(6-2);RECT.No.7 Kila No.2(8-0),3(3(0-13),8(1(2(6-7),9(8-0),13(1(2-4),RECT.No.11(8-0),12(8-0),8(2(1-2),13(8-0),19(8-0),total (68-6), Share 16(1(1376,FIELD 12,Total measuring 8 Kanal 0 Marla
14/100/142	Hayatpur	18	5	3343	1797	RECT.No.69,Kila No.14(2(3-7),17(2(5-12),18(8-0),22(2(2-12),23(8-0);RECT.No.70,Kila No.2(1-5),3(1(3-15) Total (32-11), Share 1/4,Measuring 8Kanal 3 marla,RECT.No.69,Kila No.12(29(5-6),13(8-0),19(7-12),21(6-0),21(3-18),22(1(4-19),Total (35-15),Share 1/4,Measuring 8 Kanal 19 Marla,RECT.No.65,Kila No.18(5-0),9(2(4-8),21(7-7),22(8-3);RECT.No.66,Kila No.25(2(3-2);RECT.No.74 Kila No.5(2(5-12),RECT.No.75,Kila No.1(8-0),2(4-16), Total (46-8), Share 1/40, Measuring 1 Kanal 3 Marla; FIELD 21, Total Measuring 18 Kanal 5 Marla

For ORRIS INFRASTRUCTURE PVT.LTD.

Director

[Signature]
DIRECTOR

15	103/147	Hayatpur	8	0	-	4431	1985	RECT. No. 8, Kila No. 22(8-0); RECT. No. 15, Kila No. 3(8-0), 1(8-0), 2(8-0). Total (32-0). Share 160/840; FIELD 4, Total Measuring 8 Kanal 0 Marla
16	113/184	Hayatpur	19	9	6271		1996	RECT. No. 72, Kila No. 3/2(4-8), 4(8-0), 5(8-0), 6(8-0), 7/1(8-18); RECT. No. 74, Kila No. 10/2(8-4), Total (41-10). Share 389/830; FIELD 6, Total measuring 19 Kanal 9 Marla
			162	97				
		TOTAL	186	17				
			20.856	ACRE				

For ORRS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Bright Builders Pvt. Ltd.
[Signature]
Director

3314



रिश्ता HARYANA

A 307339

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 is made and executed at Gurgaon on this 6th day of May, 2008:

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**.

Bright Buildtech Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

Director



हरियाणा HARYANA

A 307340

AND

M/s. Bright Buildtech 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, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

Bright Buildtech Pvt. Ltd.

Director


For and on behalf of the land owner

WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007. (herein after referred to as the said Agreement) for development of a Colony on land measuring 20.5 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 as per the schedule "A" attached to the said Agreement;

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 part of the said land total admeasuring 8 Kanal 0 Marla bearing Rect. No. 63 Killa No. 21 (8-0); Rect. No. 66 Kila No. 1 (8-0), Kila No. 10(8-0), Kila Mo. 11/1 (4-18) total 28 Kanal 18 Marla, share 160/1268 measuring 3 Kanal 13 Marla; Rect. No. 62 Kila No. 6(8-0), Kila No. 14(8-0), 15(8-0) total 24 Kanal 0 Marla share 160/1268 measuring 3 Kanal 0 Marla; Rect. No. 62 Kila No. 16(8-0) share 160/951 measuring 1 Kanal 7 Marla. Field 8 total measuring 8 Kanal 0 Marla has been transferred by way of exchange (tabadla) with similar other land total admeasuring 8 Kanal 2 Marla bearing Rect. No. 19 Killa No. 13/2(0-8), 14/2 (0-9), 15/1 (0-1), 16/2/2/2/2(0-8), 16/2/2/2/1 (0-8); Rect. No. 22 Killa No. 21/1/2 (0-4) total 1 Kanal 18 Marla, share 1/18 measuring 0 Kanal 2 Marla; Rect. No. 21 Killa No. 18/2 (6-0). Salam; Rect. No. 21 Killa No. 18/1(2-0), Salam Field 8 total measuring 8 Kanal 2 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadilnamama) dated 20th February, 2008 duly

For ORRIS INFRASTRUCTURE PVT. LTD.



registered as document no. 27745, Book No. 1, Vol. No. 9753 registered at Page No. 141, Addl. Book No. 1 Vol. No. 832 pages 54 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;

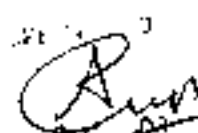
AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 25th October, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES 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 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

Bright Buildtech Pvt Ltd.

Director



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 land total admeasuring 8 Kanal 0 Marla bearing Rect. No. 63 Killa No. 21 (8-0); Rect. No. 66 Kila No. 1 (8-0), Kila No. 10(8-0), Kila No. 11/1 (4-18) total 28 Kanal 18 Marla, share 1/60/1268 measuring 3 Kanal 13 Marla; Rect. No. 62 Kila No. 6(8-0), Kila No. 14(8-0), 15(8-0) total 24 Kanal 0 Marla share 1/60/1268 measuring 3 Kanal 0 Marla; Rect. No. 62 Kila No. 16(8-0) share 160/951 measuring 1 Kanal 7 Marla. Field 8 total measuring 8 Kanal 0 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreement dated 25th October, 2007.
6. That land total admeasuring 8 Kanal 2 Marla bearing Rect. No. 19 Killa No. 13/2(0-8), 14/2 (0-9), 15/1 (0-1), 16/2/2/2/2(0-8), 16/2/2/2/1 (0-8); Rect. No. 22 Killa No. 21/1/2 (0-4) total 1 Kanal 18 Marla, share 1/18 measuring 0 Kanal 2 Marla; Rect. No. 21 Killa No. 18/2 (6-0), Salam; Rect. No. 21 Killa No.



18/1(2-0), Salam Field 8 total measuring 8 Kanal 2 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.

7. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the said Agreement and be read and considered as part and parcel of the said Agreement for all purposes.
8. That all other terms and conditions of the Agreement dated 25th October, 2007 shall remain the same and in force.
9. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 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.


DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS
Bright Buildtech Pvt. Ltd.


Director

Drafted by

H.D. PATHAK Adv.

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES -

(1) H.D. Pathak
S/o Sh. S.D. Pathak
Shyam Nagar - FALLUHA
121102

(2) Dipak Chakraborty
D.D.A. Floor
1201 Kojimandir



हरियाणा HARYANA

B 468124

AGREEMENT

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

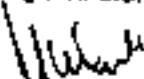
BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-2/26a Tinkari - Delhi - New Delhi through its Director Arjit Gupta herein after referred to as **ORRIS** of the **ONE PART.**

Crazy Land a Company incorporated under the Companies Act, 1956 and having its registered office at C-2/26a Tinkari - New - Delhi - 110058 through its Director Vikas Gupta duly

Crazy Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.


Director


DIRECTOR

5/11/18 *Handwritten signature*

**TENDER KLMAR
STAMP VENDOR
Gurgaon**
16/05/2008

प्रतिष्ठान : 1114

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/ग्राम तहसील गुरुग्राव	गांव/शहर बख
भवन का विवरण	
भूमि का विवरण	
घन संबंधी विवरण	
राशि 3,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेंटिंग शुल्क 2.00 रुपये

Drafted by: H D Pathak, Adv

यह प्रत्यक्ष आज दिनांक 16/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Omra India
पुष्ट/पुष्टी/पत्ते श्री/श्रीमती/कुमारी निवासी C-3/200, Janakpuri, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s. Omra India Pvt Ltd their Agent (Stamp Vendor)

उप/संबुद्ध पंजीयन अधिकारी

गुरुग्राव
श्री/श्रीमती/कुमारी

पुष्ट/पुष्टी/पत्ते

हस्ताक्षर प्रस्तुतकर्ता श्री/श्रीमती/कुमारी the M/s. Omra India Pvt Ltd द्वारा प्रस्तुत है। प्रस्तुत प्रत्यक्ष के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रत्यक्ष की राशि 0.00 रुपये की राशि प्रत्यक्ष ने मेरे समक्ष प्रस्तुत की अदा की तथा प्रत्यक्ष में प्रत्यक्ष अदा की गई राशि के लेन देन को स्वीकार किया।
दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M/s. Omra India Pvt Ltd/पत्ते श्री/श्रीमती/कुमारी निवासी Adv Gurgaon
व श्री/श्रीमती/कुमारी Deepak Chakrabarty निवासी श्री/श्रीमती/कुमारी M.R. Chakrabarty निवासी 22/744, DOA Flats,
हस्ताक्षर प्रस्तुतकर्ता हस्त/कर्मचार/अधिकारी के नाम से जानते हैं तथा यह राशि न:2 की पहचान करता है।

दिनांक 06/05/2008

उप/संबुद्ध पंजीयन अधिकारी

गुरुग्राव

श्री/श्रीमती/कुमारी

पृष्ठ 1/2

पृष्ठ 1/2

authorized vide a Board Resolution dated 1/6/07 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 18.50 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 18.50 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.

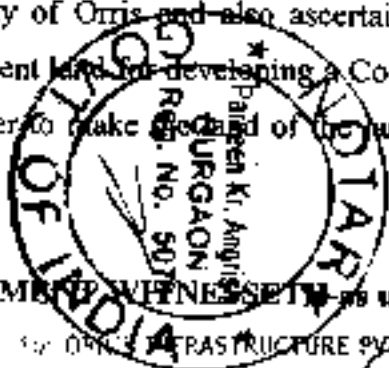
AND WHEREAS **Orris** has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local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

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

Crazy Land & Housing Pvt. Ltd.


Director

ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 5511 Reg. Year 2008-2009 Book No. 1



पेशवाता



दानेदार



गवस

पेशवाता

Amal Gupta

[Signature]

दावेदार

Donor Vipav Gupta

[Signature]

गा. 1 H.D. Pathak

[Signature]

गा. 2. Deenak Chakrabarty

[Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1314 आज दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इनकी एक प्रति अनतिरिक्त बही भण्डा 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जात है कि इस इस्तेमाल के प्रस्तुतकर्ता और गवसों ने अपने इस्तेमाल/चिह्न अंगुठा मेरे सामने किये है।

दिनांक 06/05/2008

कसीक नं० 3314 अति बही नं० 1
जिल्द नं० 958 से नं० 9248 प.
प.
नं० 825 नं० 78
दिनांक 6/5/08 नं० दल रजिस्ट्रार
किये गये।



उपरोक्त पंजीयन अधिकाारी
सहचालित किया है।

[Signature]

सहचालित

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 1000 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. 30,00,000 per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands 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 DTCE for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

City Land & Housing Pvt. Ltd.

[Signature]
Dir. L&H



For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
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 011,718 dated 24/10/27 amount ₹ 5,00,000/- drawn on UTI Bank, Coimbatore


(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 all relevant documents and any other authority for the purpose of development of the said land.

Crazy Land & Housing Pvt. Ltd.


Director




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, deposit, 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. V. S. Gupta son of Mr. V. S. Gupta resident of Chandigarh and Shri. V. S. Gupta son of Chandigarh 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

Char. and Co. Pvt. Ltd.

[Signature]
20/10/19

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 hereinafter.
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 affecting 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. 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 making licence, in such case the Land Owner will refund the double amount.

Crazy Land & Housing Pvt. Ltd.

Director



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 as a colony shall be the sole liability of Orris.
13. That in case of any dispute or difference arising between the parties 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.

Crazy Land & Housing Pvt. Ltd.

CH. ELIOT

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

Crazy Land & Housing Pvt. Ltd.

[Signature]
Director

*Drafted by
H.D. Pathak
Adv.*

WITNESSES:

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

2. *[Signature]*
Kishore Kumar

CHIRAN CHOWDHURY
A-249, (1st floor)
Today Mossam, Part 2
Mayfield Garden
Gurgaon -



- (3) *[Signature]*
Deepak Chakrabarty
Sp. M.R. Chakrabarty
23744 DDA Plot
Kalkaji Delhi

ATTESTED TO BE TRUE COPY

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

		SHEDULE-A		CRAZY LAND & HOUSING			
S. NO.	Sr. Reg. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
1	19/61	Badha	11	19	20723	RECT. No. 26, Kila No. 12/1(3-19), 7/12 Share, Total (2-6); RECT. No. 24, Kila No. 5(7-2), 6(7-7), 7/1(2-10), 7/2(0-14), Total (17-13), 23/353 Share, Measuring (1-3); RECT. No. 16, Kila No. 11/1(3-0), 18(8-0), 19/1(4-1), 23/1(3-7), 17(8-0), Total (26-8); Share 9/44, Measuring (1-16); RECT. No. 10, Kila No. 8/2(1-7); RECT. No. 15, Kila No. 1(8-0), 2/1(0-18); RECT. No. 24, Kila No. 28(0-19); RECT. No. 25, Kila No. 1(8-0), Total (18-4); Share 1/4, Measuring (4-16); RECT. No. 8, Kila No. 28(8-5), Kila No. 27(4-0), Total (12-5), Share 38/245, Measuring (1-18); FIELD 17, Total Measuring 11 Kanal 19 Marla	
2	20/62	Badha	21			RECT. No. 30, Kila No. 7/2(3-12), 8/1(3-4), 13/2(1-0), 14/1(1-3-16), Total (11-12), Salem; RECT. No. 25, Kila No. 25/2(1-8); RECT. No. 26, Kila No. 20(7-8), 21(7-8), 22/1(4-0), 22/2(4-0), 23/1(6-10), 23/1(6-10), 23/2(1-4); RECT. No. 30, Kila No. 1/1(4-8), 2/2(4-12), 2/1(3-8), 3/1(8-0), 4/1(1-12), 4/2(1-3-0), Total (57-2), 1/3 Share, Measuring (9-10); FIELD 17, Total Measuring 21 Kanal 2 Marla	
3	21/63	Bacho	19			RECT. No. 25, Kila No. 25, 2(1-5); RECT. No. 26, Kila No. 20(7-8), 21(7-8), 22/1(4-0), 22/2(4-0), 23/1(6-10), 23/2(1-4); RECT. No. 30, Kila No. 1/1(4-8), 2/2(4-12), 2/1(3-8), 3/1(8-0), 4/1(1-12), 4/2(1-3-0), Total (57-2), 1/3 Share, Measuring (19-0); FIELD 13, Total Measuring 19 Kanal 0 Marla	
4	37/65	Badha	2			RECT. No. 4, Kila No. 21/1(5-1); RECT. No. 5, Kila No. 24/1(2-10), 25(8-0), Total (16-1), 1/6 Share; FIELD 3, Total Measuring 2 Kanal 13 Marla	
5	46/68	Hayatpur	33	12	22577	RECT. No. 69, Kila No. 24(8-0), 25/1(7-16); RECT. No. 70, Kila No. 3/2(1(0-9), 4/1(1-16), Total (18-1), Salam; RECT. No. 28, Kila No. 1(8-0), 9/2(6-4), 10(7-11), 11(8-0), 12(7-12), 13(8-0), 19(7-12), 20(8-0), 21(7-7), 22(6-19), 26(0-5); RECT. No. 29, Kila No. 25(4-15); RECT. No. 54, Kila No. 12/2(1-0), Total (81-5), 31/1/1625 Share Measuring (15-11); FIELD 17, Total Measuring 33 Kanal 12 Marla	
6	47/69	Hayatpur	19	18.5	22684	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), 79/2234 Share; FIELD 7, Total Measuring 19 Kanal 18 Marla	

Crazy Land & Housing Pvt. Ltd.

For ORUS INFRASTRUCTURE PVT. LTD.

Director

Director

10265-3010



25 SEP 2007

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. Crazy Land & Housing 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.**

Crazy Land & Housing 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 18.50 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 WITNESSES AS FOLLOWS:

1. That Orris may develop a Residential/Group Housing/Plotting/Colony or any other suitable project 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

Gfaxy Land & Housing Pvt. Ltd.

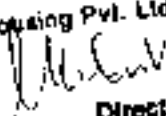

Director

For ORRIS INFRASTRUCTURE PVT. LTD.


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 hereto 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.

Crazy Land & Housing 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

Crazy Land & Housing 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.

ATTESTED TO BE TRUE COPY

[Signature]
PARVESH KUMAR ANGIKAR
ADVOCATE & NOTARY
DIST. PALWAL, HARYANA

[Signature]
Deepak Chaturburti
Sh. m R. Chaturburti
28/744 DDA Flah
Kalkaji Delhi



3332
भारतीय गैर न्यायिक

पचास
रुपये

Rs. 50

FIFTY
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

A 314107

AGREEMENT

This Agreement is made at Gurgaon on this 6th day of May, 2008:

BETWEEN

M/s Orris Infrastructure Private Limited, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi - 110 001 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated 1st April, 2008 herein after referred to as "ORRIS" of the **ONE PART:**

AND

M/s. Crazy Land & Housing 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.**

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Crazy Land & Housing Pvt. Ltd.

[Signature]
Director

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

हरियाणा HARYANA

A 314108

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 is the absolute owner and is seized and possessed of agricultural land measuring about 5.625 acres (approx.) situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) 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 Final Development Plan-2021, part of the said land falls in the residential zone and part of the land falls in the commercial zone.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Crazy Land & Housing Pvt. Ltd.


Director

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 Commercial/Residential project 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 Commercial/Residential project, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Commercial/Residential project.

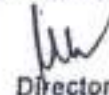
NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

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 Commercial/Residential project so as to include the land of the land owner herein.
2. That Orris upon consolidating the requisite amount of land for development of a Commercial/residential project, 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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Crazy Land & Housing Pvt. Ltd.


Director

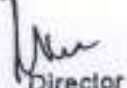
the present Agreement with respect to part or whole of the said Land.

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 Commercial/Residential project and applying for and obtaining all necessary permissions and approvals and thereafter developing a Commercial/Residential project 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 1000 sq. yds per acre or part of the built up area, as the 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. However after receipt of the licence and the entitlement of the land owner in the plotted area, the Land Owner shall get the Land transferred in the name of Orris or its nominee in parts or full at circle rate. The final and formal allotment shall however, be done subject to payment by the Land Owner to Orris a sum equivalent to the proportionate amount of the security Deposit paid by Orris to Land Owner under this Agreement and the amount of sale consideration paid by Orris to the Land Owner at the time of execution and registration of the respective Sale Deed(s) of the said Land. All expenses related to Sale Deed etc. shall be borne and paid by Orris or its nominee. The Land Owner shall apply to DTCP for the transfer of Licence in favour of Orris/Colonizer/Developer or its nominee.
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 Commercial/Residential project with full

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Crazy Land & Housing Pvt. Ltd.


Director

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 time of signing of this agreement the ORRIS shall pay to the Land Owner refundable security at the rate of Rs. 5,00,000/- (Rupees Five lacs only) per acre as interest free security deposit, being part consideration, for execution of this Agreement and handing over of physical possession of the said Land. as advance to the Land Owner which will be refunded when the Land Owner get its allocation.

b) Orris accordingly has therefore paid a total sum of Rs. 28,15,000/- to the Land Owner as refundable security, on the date of Collaboration Agreement, in the following manner:

Am

Cheque No. 027432 dated 06-05-08 for a sum of Rs. 28,15,000/- drawn on Axis Bank Limited.

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;

For ORRIS INFRASTRUCTURE PVT. LTD.

Am
DIRECTOR

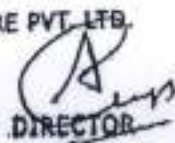
Crazy Land & Housing Pvt. Ltd.

Am
Director

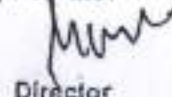
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
- h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
- i) to engage and employ all work 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 Commercial/Residential project 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 Commercial/Residential project or part thereof in favour of the prospective buyer;
- k) to receive the entire sale consideration, deposit, 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 Amit Gupta son of Mr. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi 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 cancelled for any reason whatsoever except

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Crazy Land & Housing Pvt. Ltd.


Director

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 cannot be developed as a Commercial/Residential project, 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 lump sum amount as per mutual agreement.
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 affecting 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. It is clearly understood between the parties that after signing this agreement the Land Owner have no right to interfere in any manner to Orris or the Developer in concern of the development or disposal of the said Land except getting its share.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Crazy Land & Housing Pvt. Ltd.

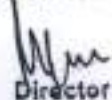

Director

9. 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.
10. 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.
11. 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 authorities for developing the said land as a Commercial/Residential project shall be the sole liability of Orris.
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Crazy Land & Housing Pvt. Ltd.


Director

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.

13. That in case of any dispute or difference arising between the parties touching the interpretation of the terms of this Agreement or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to-date.

IN WITNESS WHEREOF the parties hereto have signed this **Interse Agreement** on the day, month and year first above written.
For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR


SIGNED AND DELIVERED by the
within named ORRIS
Crazy Land & Housing Pvt. Ltd.


Director

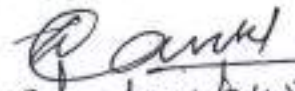
SIGNED AND DELIVERED by the
within named LAND OWNER

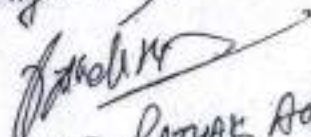
WITNESSES:

1.


H.D. PATHAK & S.D. Pathak.
Shyam Nagar PALWAL-121102

2.


Dee Pal Chakrabarty
Sush. m. r. Chakrabarty
24744 DDA Flat
Kalkaji Delhi.

Drafted by

H.D. PATHAK Adv.

Crazy Land & Housing 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 CRAZY LAND & HOUSING PRIVATE LIMITED HELD ON WEDNESDAY THE 30th APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI-110058 AT 3:30 PM.

Chairman placed before the Board the proposal to enter into collaboration with M/s Orris Infrastructure Private Limited for development of the Company's land situated at Village Hayatpur, Dist. and Teshil Gurgaon (Haryana). After discussions the following resolution was passed:

"RESOLVED THAT the Company may enter into Collaboration with M/s Orris Infrastructure Private Limited for development of the Company's land situated at Village Hayatpur, Dist. and Teshil Gurgaon (Haryana).

RESOLVED FURTHER THAT Mr. Vijay Gupta, Director of the company be and is hereby authorised to carry out negotiate, finalise, enter, sign, execute the Collaboration Agreement on behalf of the Company. Mr. Vijay Gupta is further authorised to sign and execute all such other necessary documents as required to give effect thereto."

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, BARAKHAMBA ROAD, NEW DELHI AT 2:30 PM.

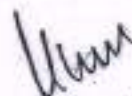
Chairman placed before the Board the proposal to enter into collaboration with the Land Owners for development of their land situated at Village Hayatpur and Badha, Dist. and Tehsil Gurgaon (Haryana). After discussions the following resolution was passed:

"RESOLVED THAT the Company may enter into Collaboration with the Land Owners for development of their land situated at Village Hayatpur and Badha, Dist. and Tehsil Gurgaon (Haryana).

RESOLVED FURTHER THAT Mr. Amit Gupta, Director of the company be and is hereby authorised to carry out negotiate, finalise, enter, sign, execute the Collaboration Agreement on behalf of the Company. Mr. Amit Gupta is further authorised to sign and execute all such other necessary documents as required to give effect thereto."

**CERTIFIED TRUE COPY
For and on behalf of Board of Directors**

Date:
Place: New Delhi


Director

एक सौ रुपये

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सत्यमेव जयते

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भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

H 635736

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 05th day of April, 2011

BETWEEN

M/s ORRIS INFRASTRUCTURE PVT LTD 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 [Signature], herein after referred to as ORRIS of the ONE PART.

AND

Ms. CRAZY LAND AND HOUSING PVT LTD, a Limited Company incorporated under the Companies Act, 1956 and having its registered office at 3697, Chhanna Mandi, Pahar Gang, New Delhi - 110055 through its Authorized Signatory/ Director Mr. V. P. Singh, duly authorized vide a Board Resolution dated 01-01-11 and hereinafter referred to as the "land owner" of the OTHER PART.

Crazy Land & Housing Pvt Ltd.

[Signature]
Authorized Signatory

For Orris Infra

[Signature]
Authorized Signatory

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 9.26 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

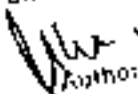
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 9.26 Acres of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Oris 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 Oris and also ascertaining that Oris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Oris 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:-

- 1 The Land Owner hereby empowers Oris 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

Oris Land & Housing Pvt. Ltd.

Authorized Signatory



Reg. No.

Reg. Year

Book No.

51

2011-2012

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पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Vijay Gupta

दावेदार

thru:- Amit Gupta

गवाह 1:- Jitender Singh

गवाह 2:- Sanjay Gupta

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख कर्मांक 30 आज दिनांक 05/04/2011 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त खती संख्या 1 जिल्द न: 1 के पृष्ठ संख्या 2 से 3 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुलि मेरे सामने किये हैं।

दिनांक 05/04/2011

उप/संयुक्त पंजीयन अधिकारी

संयुक्त सब रजिस्टार
मानेसर



2. 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 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 marketing 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 1000 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners.

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 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:-

Crazy Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure


Authorized Signatory

(i) Cheque No 912768 dated 06-10 amount 40,31,250/- drawn on The Bank of Rajasthan Ltd.

- ii) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Oriss;
- iii) 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 Oriss
- iv) to prepare the blue print for development on the said land;
- v) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- vi) 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.
- vii) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc
- viii) To engage and employ all work forces as may be required in the said Project for securing the interest of the land owner
- ix) 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.

Crazy Land & Housing Pvt. Ltd

Authorized Signatory

For Oriss

Authorized Signatory

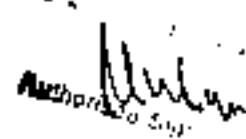
agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or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

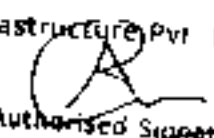
k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc. in the said project

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 Shri Amrit Kumar, son of Sh. Virg Singh, resident of Tunaticasi, New Delhi, and Shri _____ son of _____ resident of _____ 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 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.

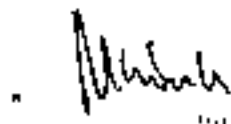
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or


Authorised Sign.

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

claims by any third party and/or there is any litigation affecting 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 L.OI 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 FDC, IDC and any other charges payable to any authority or 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



Land Owner

For Orris



Authorized Person

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 Interse Agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the within named ORRIS

SIGNED AND DELIVERED by the within named LAND OWNER

WITNESSES:

1. Singh & Co.
Sd/- Mr. Hemant Prasad
713/CH.M. Prashant Vihar,
New Delhi.

2.

Singh & Co.
Sd/- Mr. Harish Chandra Singh
Ward No. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 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2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2

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दिनांक 5/4/13

संयुक्त सचिव सचिवालय
मोपैसर

30/4/13

NO PASTOR

SPECIAL
ADHESIVE

SPECIAL
ADHESIVE

ADDENDUM TO AGREEMENT DATED 06th MAY, 2008

THIS ADDENDUM to the Agreement dated 06th May, 2008 is made and executed at Gurgaon on this _____ day of _____, 2011:

BETWEEN

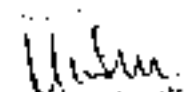
M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi-110045 through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as "**ORRIS**"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

AND

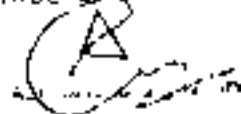
M/s. CRAZY LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at 1697, Chunna Mandi, Pahar Ganj, New Delhi- 110055 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to 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 Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party"

CRAZY LAND


Authorized Signatory


For ORRIS INFRASTRUCTURE PVT. LTD.



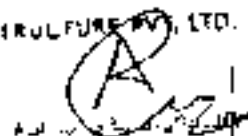
WHEREAS the Land Owner and Oms have entered into an Agreement dated 18th May, 2008 duly registered as document no. 1327, Book No. 1, Vol. No. 12751 at Page No. 110, Addl. Book No. 1, Vol. No. 832, pages 52 to 53 with the Sub Registrar, Gurgaon (herein after referred to as the said Agreement) for development of a Colony on land measuring 5.625 acres (approx.) as detailed in the said Agreement situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 14 Kanal 2 Marla bearing Rect. No. 29, Killa No. 13(8-0), 18(8-0), Kita 2, Total Measuring 16 Kanal 0 Marla upto the extent of 900/1021 share which comes to 14 Kanal 2 Marla 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 14 Kanal 2½ 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 565/2686 share which comes to 14 Kanal 2½ 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 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 06th May, 2008 have agreed on the terms of this Addendum as hereinafter stated:



OM'S INFRASTRUCTURE PVT. LTD.



NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS

1. That land total admeasuring 14 Kanal 2 Marla bearing Rect. No. 29, Killa No. 13(8-0), 18(8-0), Kita 2, Total Measuring 16 Kanal 0 Marla upto the extent of 900/1021 share which comes to 14 Kanal 2 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 14 Kanal 2½ 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 565/2686 share which comes to 14 Kanal 2½ Marla situated in the revenue estate of 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 06th May, 2008 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 06th May, 2008 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 06th May, 2008 executed between the parties and shall be

Crazy Land & Housing Pvt. Ltd.

Authorized Signatory

CHENAI INFRASTRUCTURE PVT. LTD.

Authorized Signatory

concurrent and consistent with the Agreement dated 06th May 2016.

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

SIGNED AND DELIVERED by the
Within named LAND OWNER


WITNESSES:

1.

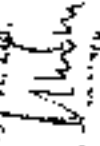
For ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

2.


Authorized Signatory

		SCHEDULE-A		M/s CRAZY LAND & HOUSING - Addendum to Agreement, Dated 6th May 2008		
S.N	Sr Reg. O. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS
			KANAL	MARLA		
1	161/296	Hayatpur	30	18	24536	RECT.No.29,Kila No.1(7-11),2/1(4-3),19(8-0),20(8-0),22(7-7), Total (3E) 900"CC Share, FIELD 7, Total Measuring 30 Kanal 18 Marla
						RECT.No.55, Kila No.5(B-0), RECT.No.56, Kila No 10/2(3-7), (8-0) 23-0" 5-8-0" 10/1(4-13), 12(7-7), Rect No. 30, Kila No. 21(8-0), 22(8-0), Rect. No 30 <113" No. 25/2(3-15), Total (87-3), Share 555/2586, Measuring 14 Kanal 2 1/2 Marla FIELD 30 Total Measuring 14 Kanal 2.5 Marla
2	217/403	Hayatpur	14	2.5	1327	
			44	20.5		
		TOTAL	45K	0.5M		
			5.628	ACRE		

Crazy Land & Housing Pvt. Ltd.


For DARIC INFRASTRUCTURE PVT. LTD.



33/6

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 468129

AGREEMENT

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

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-7/26 New Delhi through its Director Dr. ITG hereinafter referred to as ORRIS of the ONE PART.

AND

Elegant Land & Housing Pvt Ltd Company incorporated under the Companies Act, 1956 and having its registered office at C-7/26 Tangla-pur New Delhi through its Director Vijay Gupta duly

Elegant Land & Housing Pvt. Ltd.

Vijay Gupta
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

Dr. ITG
DIRECTOR



5/13

मोहरी संपत्ति

STAMPER KUMAR
STAMP VENDOR
GURGAON

प्रलेख न: 3316

दिनांक 06/05/2008

डॉड संबंधी विवरण	
डॉड का नाम AGREEMENT	
नरसील/सब नरसील गुडगांव	गांव/शहर बंद
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 6,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेरिहंग शुल्क 2.00 रुपये

Drafted By: H.D. Pathak, Adv

यह प्रलेख आज दिनांक 06/05/2008 रिन मंगलवार सुबह बजे श्री/श्रीमती/कुमारी M/s. Om's Infia. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-3/260, Janakpuri, N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर पक्ष

श्री M/s. Om's Infia Pvt Ltd. (thru Atty. Gupta)

उप/संपत्ति पंजीयन अधिकारी
गुडगांव

आराख्त पंजीयन श्री/श्रीमती/कुमारी निवासी के संपत्ति काजिर है। प्रस्तुत प्रलेख की तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख में 0.00 रुपये की राशि दावेदार ने पैसे समस्त पेशकर्ता को अदा की तथा प्रलेख में बकाया राशि अर्थात् 6,000,000 रुपये की राशि के लेन-देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी निवासी एवं पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Deepak Chakrabarty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R. Chakrabarty निवासी 22/744, DDA Flats, Kirti Nagar, Delhi को हल के ब्यवहार/अधिवक्ता के रूप में जानते हैं तथा यह माहौल न:2 की पहचान करता है।

दिनांक 06/05/2008

उप/संपत्ति पंजीयन अधिकारी
गुडगांव

हस्ताक्षर पक्ष

हस्ताक्षर पक्ष

authorized vide a Board Resolution dated 11/04/07 and hereinafter referred to as the "land owner" of the **OTHER PART**.

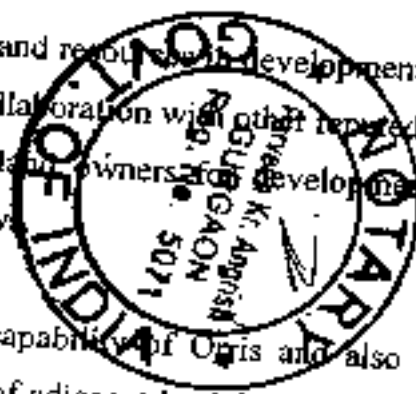
The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 29.5 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 29.5 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 for 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 law.



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:-

Elegant Land & Housing Pvt. Ltd.

[Signature]
Director

Elegant Land & Housing Pvt. Ltd.

[Signature]

Reg. No.	Reg. Year	Book No.
3316	2008-2009	1



पेशकर्ता



पानेदार



गवाह

पेशकर्ता
Anil Gupta

[Signature]

सहचर
Vijay Gupta

[Signature]

पत्र 1 - H D Pachak

[Signature]

पत्र 2 - Deepak Chakrabarty

[Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3316 आज दिनांक 06/05/2008 को चहू नः 1 जिल्द नः 9,753 के गुच्छ नः 140 पर पेशकृत किया गया तथा इसको एक प्रति अभिलेखित बही रख्यता 1 जिल्द नः 832 के गुच्छ नम्बर 52 से 53 पर चिपकाई गया। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता श्री गवाहों ने अपने हस्ताक्षर/निशान अंगुलि में दस्तक दे दी।

दिनांक 06/05/2008

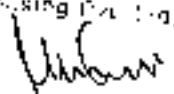
उप/संयुक्त पंचायत अधिकारी
रुड़गांव

3316 खति बने
10587 5152
875
6/5/8



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 1000 sq. yards 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 from the Govt. of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 1000000/- 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.

Elegant Land & Housing Pvt. Ltd.



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 011720 dated 24/10/22 amount 1,50,00,000/- drawn on UTI Bank, Bangalore

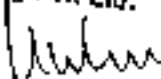
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(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

Elegant Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.





- (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, deposit, 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 the agreement, the land owner have executed a power of attorney in favour of Shri Mr. NIDYU resident of C-2/26 and Shri _____ son of _____ resident of _____ 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

Elegant Land & Housing Pvt. Ltd

[Signature]

For ORRIS INFRASTRUCTURE Pvt. Ltd.

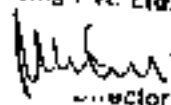
[Signature]
DIRECTOR



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 affecting 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. 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.

Elegant Land & Housing Pvt. Ltd.


Director

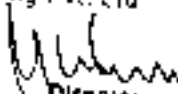
ORRIS INFRASTRUCTURE


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 as a colony 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 in connection therewith shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

For ORRIS Infrastructure 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 P.C. LTD

[Signature]
DIRECTOR

*Drafted by
H.D. Patra
H.D. Patra*

SIGNED AND DELIVERED by the
within named LAND OWNER

Elegant Land & Housing Pvt. Ltd.

[Signature]
Director

WITNESSES:

1. *[Signature]*
H.D. PATRA S.D. Patra
Shyam Nagar
PALWA - 12/11/02
2. *[Signature]*



ATTESTED TO BE TRUE COPY

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

KIRAN CHOWDHURY
S/O A.M. CHOWDHURY
A-249, (FF) Blossam garden
mayfield garden
GURGAON

De. Patra. Chakrabarti
S/o Sh. M. R. Chakrabarti
2H-744 DDA Flat
Kalka-28 Dilli

		SCHEDULE-A		ELEGANT LAND & HOUSING			
S.NO.	Sr.Reg.N o.	VILLAGE	TOTAL AREA	KANAL MARLA	YASIKA NO.	MUTATION NO.	LAND DETAILS
1	42/143	Badha	10	4	4632	2228	RECT.No.13,Kila No.20(5-16),RECT.No.14,Kila No.16(7-7),25(8-0) Total (21-3), Share 1/4, Measuring 5 Kanai 6 Marla. RECT.No.14,Kila no.14/2(3-12),15(8-0) 1/2(4-8) Total (16-0), Share 64/1129 Measuring 0 Kanai 18 Marla,RECT.No.14, Kila No.18(8-0),19(8-0), Total (16-0), Share 1/10, Measuring 1 Kanai 12 Marla, RECT.No.14, Kila no.22/1(2-13),22/2(5-7),23(8-0),3(8-0), Total (24-0), Share 1/10, Measuring 2 Kanai 8 Marla, FIELD 12, Total Measuring 10 Kanai 4 Marla
2	43/144	Badha	8	6	3558	2212	RECT.No.9,Kila No.25/2(2-4), RECT.No.10, Kila No.21(8-0),22/1(2-4), 22/2(3-16), total (16-4), share 1/4 Measuring 4 Kanai 1 Marla,RECT.No.16, Kila No.13/2(4-0), 12/1(9-1),13/1(4-0), Total (17-1), Share 1/4, Measuring 4 Kanai 5 Marla; FIELD 7, Total Measuring 8 Kanai 6 Marla
3	44/145	Badha	11		3556	2211	RECT.No.4,Kila no.18/1(7-0),23/1(1-4),23/2/1(3-10), Total(11-14), Salam: FIELD 3, Total measuring 11 Kanai 14 Marla
4	71/170	Badha	8	8	3360	2210	RECT.No.19, Kila No.5/2(6-8), 6/1(3-2),6/2(4-18), Total (14-8), Salam,; FIELD 3, Total Measuring 14 Kanai 8 Marla
5	83/221	Badha	14	10	14544	2248	RECT.No.13,Kila No.14/2(6-0), Share 3/4, Measuring 4 Kanai 10 Marla,RECT.No.12, Kila No.11(7-13), 20/1(5-1),RECT.No.13 Kila No.14/3(0-13), Total (13-7), Share 3/4, Measuring 10 Kanai 0 Marla : FIELD 4, Total Measuring 14 Kanai 10 Marla
6	84/122	Badha	18		14548	2246	RECT No.13, Kila No.15(8-0),16(8-0),25(8-0), Total (24-0), Share 3/4; FIELD 3, Total Measuring 18 Kanai 0 Marla
7	85/223	Badha	20	18	14552	2244	RECT.No.13,Kila No.17(8-0),18/1(3-15),7(2-4), 8/1(4-1),13(8-0),14/1(1-7), Total (27-17), Share 3/4 FIELD 6, Total Measuring 20 Kanai 18 Marla



For ORIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Elegant Land & Housing Pvt. Ltd.

[Signature]
Director

8	105/176	Hayatpur	24	3	5657	1908	RECT. No. 13, Kila No. 15/2(1-6-6), 18(1-6-12), RECT. No. 14, Kila No. 8(8-0), 11/2(7-4), 12(8-0), 13/2(7-17), 18/2(1-16), 19(8-0), 20(1-7-4), Total (80-19), Share 483/1219, FIELD 9, Total Measuring 24 Kanal 3 Marla
9	109/180	Hayatpur	8	165	5656	1928	RECT. No. 37, Kila No. 3(8-0), 4/1(3-12), 4/3(4-0), 5(8-0), 7/1(4-0), 7/3(1-8), 14/3(3-12), 15(8-0), 8/1(2-18), Total (51-10), Share 6/35, FIELD 10, Total Measuring 8 Kanal 16.5 Marla
10	110/181	Hayatpur	8	0	5744	1907	RECT. No. 8, Kila No. 13(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
11	111/182	Hayatpur	17	11	5949	1926	RECT. No. 29, Kila No. 23(7-7), RECT. No. 59, Kila No. 3(8-0), Total (15-7), Share 1/3, Measuring 5 Kanal 2 Marla, RECT. No. 29, Kila No. 5/2(2-0), 7/3(7-15), 1/2(4-11), 15/2(3-8), 16/1(3-8), 16/2(4-12), Total (25-6), Share 1/3, Measuring 8 Kanal 9 Marla, RECT. No. 28, Kila No. 1(8-0), 9/2(6-4), 10(7-11), 11(8-0), 12(7-12), 13(8-0), 19(7-12), 20(8-0), 21(7-7), 22(6-19), 26(0-5), RECT. No. 29, Kila No. 25/2(4-15), RECT. No. 54, Kila No. 12/2(1-0), Total (81-5), Share 80/1625, Measuring 4 Kanal 0 Marla, FIELD 21, Total Measuring 17 Kanal 11 Marla
12	114/189	Hayatpur	8				RECT. No. 36, Kila No. 16(7-8), RECT. No. 37, Kila No. 17(8-0), 18(8-0), 19(8-0), 20(8-0), 23(8-0), RECT. No. 40, Kila No. 2(3-2), 3(7-14), 8(2-), RECT. No. 37, Kila No. 21(4-11), 22(8-0), Total (72-16), Share 162/1456, FIELD 11 Total Measuring 8 Kanal 2 Marla
13	116/191	Hayatpur	8				RECT. No. 8, Kila No. 17(8-0), 18(8-0), 23(8-0), 24(8-0), Total (32-0), Share 1/4, FIELD 4, Total Measuring 8 Kanal 0 Marla
14	117/192	Hayatpur	8	0	6789	1906	RECT. No. 36, Kila No. 16(7-8), RECT. No. 37, Kila No. 17(8-0), 18(8-0), 19(8-0), 20(8-0), 23(8-0), RECT. No. 40, Kila No. 2(3-2), 3(7-14), 8(2-), RECT. No. 37, Kila No. 21(4-11), 22(8-0), Total (72-16), Share 160/1456, FIELD 11 Total Measuring 8 Kanal 0 Marla

Elegant Land & Housing Pvt. Ltd.

Director

Amul



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2007

3316

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**



M/s. Elegant Land & Housing 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**.

Elegant Land & Housing 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 29.5 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 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 WITNESSES 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.

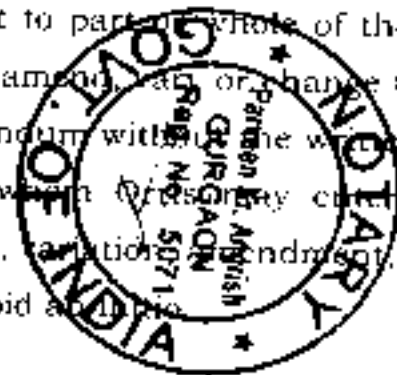
Elegant Land & Housing Pvt Ltd

Director

For ORRIS INFRASTRUCTURE PVT LTD

DIRECTOR

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 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 or 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.



For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

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.

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

FOR GOOD INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Drafted by
[Signature]
H.D. PATHAK Advr.

Elegant Land & Housing Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1. *[Signature]*
H.D. Pathak, Shoh
Shyam Nagar PWD

2. *[Signature]*



Doc. No. Chakraborty
Shoh. M. K. Chakraborty
29/7/04 BDA Flat
Kalkaji Delhi

ATTESTED TO BE TRUE COPY

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

Elegant Land & Housing 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 ELEGANT LAND & HOUSING PRIVATE LIMITED HELD ON 1ST SEPTEMBER 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI -110 058 AT 5:30 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 discussion 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 finalise all the transaction on terms and condition as considered suitable by him. He is further authorised to sign necessary papers and documents on behalf of the company."

CERTIFIED TRUE COPY
For and on behalf of Board of Directors

Date:
Place: New Delhi



Director

Regd. Office : C-3/260, Janakpuri, New Delhi-110 058



ORRIS INFRASTRUCTURE PRIVATE LIMITED
Development • Acquisition • Construction • Operation • Maintenance

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, JANAKPURI, 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

SPECIAL
ADHESIVE

SPECIAL
ADHESIVE

2011

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 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 R2-D 5, Mahavir Enclave, New Delhi 110045 through its Director Mr. Anil Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as "**ORRIS**" of the **ONE PART.**

AND

M/s. ELEGANT LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at W2- 172, Palam Colony, New Delhi 110045 through its Director 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 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. 3316 Dated

Witnessed by


Authorized Signatory

(Signature)

06/06/2008, 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 and Addendum thereto dated 4th December, 2007 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 29.21 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 total admeasuring 13 Kanal 1 Marla bearing Rect. No. 17, Killa No. 25/2(2-0) up to the extent of 12/40 share which comes to 0 Kanal 12 Marla; Rect. No. 28, Killa No. 1(8-0), 9/2(6-4), 10(7-11), 11(8-0), 12(7-12), 13(8-0), 14(7-12), 20(8-0), 21(7-7), 22(6-19), 26(0-5), Rect. No. 29, Killa No. 25/2(4-15), Rect. No. 54, Killa No. 12/2(1-0), Kita 13, total measuring 81 Kanal 5 Marla up to the extent of 80/1625 share which comes to 4 Kanal 0 Marla; Rect. No. 29, Killa No. 5/2/2(2-0), 7/3(7-7), 15/1/2(4-11), 15/2(3-8), 16/1(3-8), 16/2(4-12), Kita 6, total measuring 25 Kanal 6 Marla up to the extent of 1/3 share which comes to 8 Kanal 9 Marla, All Kita 20, Total measuring 13 Kanal 1 Marla in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 10 Kanal 2 Marla bearing Rect. No. 16, Killa No. 20/3(1-15), 21/2(4-0), Kita 2, total measuring 5 Kanal 15 Marla up to the extent of 29/115 share which comes to 1 Kanal 9 Marla; Rect. No. 58, Killa No. 6(7-13), 26(0-7), Kita 2, total measuring 8 Kanal 0 Marla up to the extent of 13/160 share which comes to 0 Kanal 13 Marla; Rect. No. 15, Killa No. 6/1(3-4), 6/2(4-16), 15(8-0), Kita 3, total measuring 16 Kanal 0 Marla up to the extent of 1/2 share which comes to 8 Kanal 0 Marla. Total Kita 7, Total Measuring 10 Kanal 2 Marla in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabaddilnamah) dated 28th August, 2010 duly registered as document no. 12753, Book No. 1, Vol.

Elected Land & Revenue Officer


Authorized Signatory

10/06/2010

Sub Registrar

No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

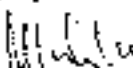
AND WHEREAS another part of the said land total admeasuring 5 Kanal 1 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 2, total measuring 16 Kanal 18 Marla upto the extent of 160/538 share which comes to 5 Kanal 1 Marla in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 67 Kanal 3 Marla bearing Rect. No. 55 Killa 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 5/175 share which comes to 1 Kanal 18 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 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 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 13 Kanal 1 Marla bearing Rect. No. 17 Killa No. 25/2(2-0) up to the extent of 12/40 share which

Legal and Housing Dept. No.


Authorized Signatory

Legal and Housing Dept. No.



comes to 0 Kanal 12 Marla; Rect. No. 28, Killa No. 1(8-0), 9/2(6-4), 10(7-11), 11(8-0), 12(7-12), 13(8-0), 19(7-12), 20(8-0), 21(7-7), 22(8-19), 23(0-5), Rect. No. 29, Killa No. 25/2(4-15), Rect. No. 54, Killa No. 12/2(1-0), Kita 13, total measuring 81 Kanal 5 Marla upto the extent of 80/1625 share which comes to 4 Kanal 0 Marla; Rect. No. 29, Killa No. 5/2/2(2-0), 7/3(7-7), 15/1/2(4-11), 15/2(3-8), 16/1(3-8), 16/2(4-12), Kita 6, total measuring 25 Kanal 6 Marla upto the extent of 1/3 share which comes to 8 Kanal 9 Marla. All Kita 20, Total measuring 13 Kanal 1 Marla AND another part of land admeasuring 5 Kanal 1 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 2, total measuring 16 Kanal 18 Marla upto the extent of 160/538 share which comes to 5 Kanal 1 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.

2. That land total admeasuring 10 Kanal 2 Marla bearing Rect. No. 16, Killa No. 20/3(1-15), 21/2(4-0), Kita 2, total measuring 5 Kanal 15 Marla upto the extent of 29/115 share which comes to 1 Kanal 9 Marla, Rect. No. 58, Killa No. 6(7-13), 26(0-7), Kita 2, total measuring 8 Kanal 0 Marla upto the extent of 13/160 share which comes to 0 Kanal 13 Marla; Rect. No. 15, Killa No. 6/1(3-4), 6/2(4-16), 15(8-0), Kita 3, total measuring 16 Kanal 0 Marla upto the extent of 1/2 share which comes to 8 Kanal 0 Marla, All Kita 7, Total measuring 10 Kanal 2 Marla AND total land admeasuring 1 Kanal 18 Marla bearing Rect. No. 55 Killa 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 5 Marla, up to the extent of 5/115 share which comes to 1 Kanal 18 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is come

Wd
 10/10/2019

For CHRIE PVT. LTD. CHRIE PVT. LTD.

10/10/2019

fully described in new "Schedule A" attached herewith 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.
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:

SIGNED AND DELIVERED by the
Within named ORRIS

SIGNED AND DELIVERED by the
Within named LAND OWNER

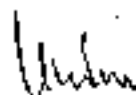
For ORRIS INFRASTRUCTURE PVT LTD


A. S. Srinivasan, Secretary

WITNESSES:

1

2



SCHEDULE-A			Elegant Land & Housing - Addendum to Agreement, Dated 24th October 2007	
SND No.	Village Area	TOTAL AREA	VASAKA MUTATION NO.	LAND DETAILS
		KANAL MARLA		
143/144	Bachar	9	6	RECT No.9 Kila No 25(2-4), RECT No 10, Kila No 21(8-0), 22(2-3), 22(2-3) 131, total (16-4), share 1/4, Measuring 4 Kanal 1 Marla, RECT No 16, Kila No 13(2-4), 12(1-9-1), 13(1-4-0), Total (17-1), Share 1/4, Measuring 4 Kanal 5 Marla, FIELD 7, Total Measuring 8 Kanal 5 Marla
142/145	Bachar	11	14	RECT No.4, Kila no 18(1-7-0), 23(1-1-4), 23(2-1-3-10), Total (11-14) Salam FIELD 3, Total measuring 11 Kanal 14 Marla
317/170	Bachar	4	8	RECT No 18 Kila No 5(2(8-8), 8(1(3-2) 8(2(4-18), Total (14-8) Salam FIELD 3 Total Measuring 14 Kanal 8 Marla
412/190	Hayatpur	3	16.5	RECT No.37, Kila No.3(8-0), 4(1(3-2), 4(3(4-0), 5(8-0), 6(8-0), 7 1-4-0, 3-1-2, 4-3-3, 12), 15(8-0), 8(1(2-18), Total (51-10) Share 6(35, FIELD 10, Total Measuring 8 Kanal 15.5 Marla
511/181	Hayatpur	3	0	RECT No.8, Kila No.13,(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
511/187	Hayatpur	5	2	RECT No.29, Kila No 23(7-7), RECT No 59, Kila No 3(2(1-15), Total(9-2), Share 102/182 Measuring 5 Kanal 2 Marla, FIELD 2, Total Measuring 5 Kanal 2 Marla
711/191	Hayatpur	2	7	RECT No 8, Kila No. 23(8-0), total (8-0), Share 148/498, FIELD 1, Total Measuring 2 Kanal 7 Marla
3127/187	Hayatpur	9	0	RECT No.7, Kila No 3(2(6-12), 7(2(2(8-4), 13(2(5-16), 14(1(7-4), 12(2(3-4), 13(1-1-8) RECT No 16, Kila No. 15(4(0-5), 18(1-0), 22(8(6(23(8-0), 24(8-0), Total (68-0), Share 180/1380, FIELD 11, Total Measuring 8 Kanal 0 Marla
5127/200	Hayatpur	4	16	RECT No 15, Kila No. 16(8-0), 17(8-0), 18(8-0), RECT No 16, Kila No 21(2-4-0), 2(2-8-0), Total (36-0), Share 2/15, FIELD 5, Total Measuring 5 Kanal 2 Marla
10126/203	Hayatpur	3	2	RECT No 56, Kila No 8(7-13), 13(7-7), 25(0-7), 3(1(5-3) RECT No 23(15-3), Total (25-13), Share 1/5, FIELD 5, Total Measuring 4 Kanal 0 Marla
11134/214	Hayatpur	4	0	RECT No.52, Kila No.9(2(4-0), Salam, FIELD 1, Total Measuring 4 Kanal 0 Marla

Elegant Land & Housing Pvt. Ltd.

[Signature]
Authorized Signatory

FOR QURE'S DIFF CULTURAL PROJECT LTD

[Signature]

							RECT No. 16 Kila No. 20(3-1-15), 2 1/2(4-0), FIELD 2, Total(S-5); Share 2E ⁷ /13.
							Measuring 1 Kanal 9 Marla; RECT No. 58, Kila No. 6(7-13), 25(0-7); FIELD 2, Total:
							8-0); Share 13/160, Measuring 0 Kanal 13 Marla; RECT No. 15, Kila No. 6(7-3-
							4), 6(2(4-16), 15(B-0). FIELD 3, Total(18-0); Share 1/2, Measuring 8 Kanal 0
		3	2	12753	2773		Marla; Total Measuring 10 Kanal 2 Marla
							RECT No. 55, Kila No. 5(B-0). RECT No. 56, Kila No. 10(2(3-7), 1(3-0); 2(5-0) 9(5-0).
							10(1(4-13) 12(7-7), Rect No. 30 Killa No. 21(8-0), 22(8-0), Rect No. 31 Kila No,
							25(2(3-6), Total (67-3), Share 203/2566, Measuring 5 Kanal 1 5 Marla FIELD 10,
							Total Measuring 5 Kanal 1 5 Marla
	TOTAL	95K	15M				
	Or	11 968	ACRE				

ATTESTED TRUE CO.
Notary Public Delhi