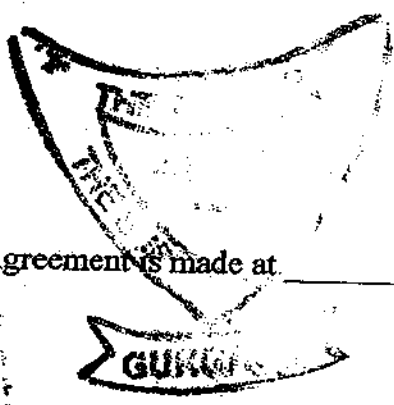


3289



हरियाणा HARYANA

B 396706



AGREEMENT

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

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at New Delhi through its Director [Signature] herein after referred to as ORRIS of the ONE PART.



AND

Fortune Land & Housing Pvt Ltd a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/360 Tarnak-puri New Delhi - 110058 through its Director VISAY Gupta duly Fortune Land & Housing Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.
[Signature]
DIRECTOR

S. No. 2275
 Amount 150
 Purpose/Use
 05 OCT 2008
 Naresu
 Civil Court
 Gurgaon (Haryana) दिनांक 06/05/2008

प्रलेख नः 3289

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगांवा	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 4,150,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D. Pathak, Adv.

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

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Orris Infra Pvt. Ltd. thru Arun Gupta

उप/संयुक्त पंजीयन अधिकारी

गुडगांवा
सब रजिस्ट्रार

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Arun Gupta दखल हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 15,000 रुपये की राशि दखल ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D. Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R. Chakkarburty निवासी 22/744, DDA Flats, N. Delhi को हमारे कब्जेदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी

गुडगांवा
सब रजिस्ट्रार

07/05/2008

07/05/2008

authorized vide a Board Resolution dated 11/09/07 and hereinafter referred to as the "land owner" of the **OTHER PART**.

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

WHEREAS the Land Owner is the absolute owner and is seized and ~~possessed~~ of agricultural land measuring about _____ hectares (i.e. about 27.25 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 27.25 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 the 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:-
Fortune Land & Housing Pvt. Ltd. For ORRIS INFRASTRUCTURE PVT. LTD


Director


DIRECTOR

Reg. No. 3289 Reg. Year 2008-2009 Book No. 1



पेशकर्ता

दावेदार

गवाह

पेशकर्ता
Amit Gupta

दावेदार
thru:- Vijay Gupta

गवाह 1:- H.D.Pathak

गवाह 2:- Deepak Chakkarburty

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,289 आज दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुलि मेरे सामने किये।

दिनांक 06/05/2008

उप/संयुक्त/मैजिस्ट्रेट अधिकारी
गुडगांव

सब रजिस्ट्रार
गुडगांव

वसीका 3229 बही नं 1

जि 1058 पृष्ठ नं 34

या 875 पृष्ठ नं 70

जि 6/5/08 को दर्ज

दिनांक 06/05/2008

सब रजिस्ट्रार

सब रजिस्ट्रार

गुडगांव

venue Departmentary

HARIS-EX

NIC-HSU

- 3-
1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
 2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
 3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 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. 11,50,000/- *Acu* 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.

Fortune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

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

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

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

(i) Cheque No 011733 ^{Amr} dated 24/10/07 amount 1,35,00,000/- drawn on WBI Bank.

(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;

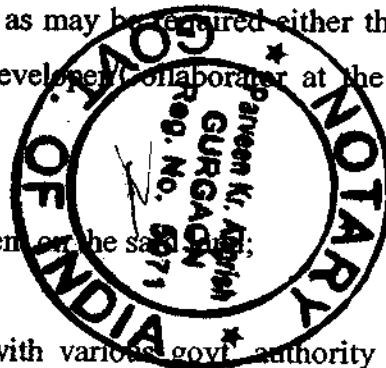
(f) to submit all necessary application with various govt authority and any other authority for the purpose of development on the said land

Fortune Land & Housing Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
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 Mr. VITAG Gupta son of C-3 / 26 resident of _____ and _____ 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
- Fortune Land & Housing Pvt. Ltd.

Director

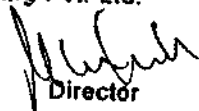
For ORRIS INFRASTRUCTURE PVT. LTD.

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 7 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 with 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.

Fortune Land & Housing Pvt. Ltd.

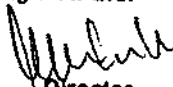

Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

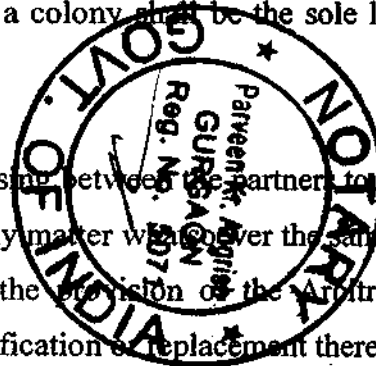
10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto 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 partner 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.

Fortune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR



- 8 -

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.

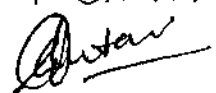

DIRECTOR

SIGNED AND DELIVERED by the
within named LAND OWNER

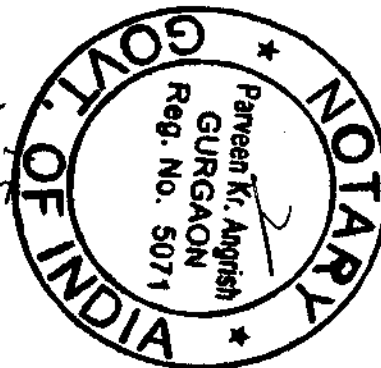
Fortune Land & Housing Pvt. Ltd.



Director

WITNESSES:

1. Geeta Chutani, w/o Sh-Vijay Kumar.
559, Sec-7,
Gurgaon. 

2. Qamul
Dipak Chakraborty -
DDA flats Kalkaji
And Delhi



Drafted by

H.D. PATHAK Adv.

ATTESTED TO BE TRUE COPY


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

6/14/45	Badha	49	1	20212	1989	RECT. No. 11, Kila No. 20/1(0-9), 21/1(1-4), 22/1(7-0), 23/4(11), 24/2-10); RECT. No. 13, Kila No. 1(2-8), 10(7-8); RECT. No. 14, Kila No. 3(8-0), 4(8-0), 5(7-11), 6(8-0), 7(8-0), 8/1(4-9), 8/2(3-11); RECT. No. 17, Kila No. 15/6(0-16), Total (73-17) Share 1/2, Measuring 36 Kanal 19 Marla; RECT. No. 14, Kila No. 18(8-0), 19(8-0), Total (16-0), Share 1/10, Measuring 1 Kanal 12 Marla; RECT. No. 14, Kila No. 22/1(1-13), 22/2(5-7), 23(8-0); RECT. No. 27, Kila No. 1(8-0), 12/3(0-13), 13(8-0), 14/1(4-8); RECT. No. 17, Kila No. 15/2(0-12), 24/5(0-4), Total (16-5), Share 1/2, Measuring 8 Kanal 2 Marla, FIELD 27, Total Measuring 49 Kanal 1 Marla
7/15/46	Badha	24	10	20214	1992	RECT. No. 11, Kila No. 20/1(0-9), 21/1(1-4), 22/1(7-0), 23/4(11), 24/2-10); RECT. No. 13, Kila No. 1(2-8), 10(7-8); RECT. No. 14, Kila No. 3(8-0), 4(8-0), 5(7-11), 6(8-0), 7(8-0), 8/1(4-9), 8/2(3-11); RECT. No. 17, Kila No. 15/6(0-16), Total (73-17) Share 1/4, Measuring 18 Kanal 9 Marla; RECT. No. 14, Kila No. 18(8-0), 19(8-0), Total (16-0), Share 1/20, Measuring 0 Kanal 16 Marla; RECT. No. 27, Kila No. 1(8-0), 12/3(0-13), 13(8-0), 14/1(4-8); RECT. No. 17, Kila No. 15/2(0-12), 24/5(0-4), Total (16-5), Share 1/4, Measuring 4 Kanal 1 Marla, FIELD 27, Total Measuring 24 Kanal 10 Marla
8/16/47	Badha	4	19	20236	1963	RECT. No. 14, Kila No. 12/1(4-19), Salam, FIELD 1, Total Measuring 4 Kanal 19 Marla RECT. No. 11, Kila No. 20/1(0-9), 21/1(1-4), 22/1(7-0), 23/4(11), 24/2-10); RECT. No. 13, Kila No. 1(2-8), 10(7-8); RECT. No. 14, Kila No. 3(8-0), 4(8-0), 5(7-11), 6(8-0), 7(8-0), 8/1(4-9), 8/2(3-11); RECT. No. 17, Kila No. 15/6(0-16), Total (73-17) Share 5/21, Measuring 17 Kanal 12 Marla; RECT. No. 14, Kila No. 18(8-0), 19(8-0), Total (16-0), Share 1/21, Measuring 0 Kanal 15 Marla; RECT. No. 14, Kila No. 22/1(1-13), 22/2(5-7), 23(8-0); RECT. No. 27, Kila No. 1(8-0), Total (24-0), Share 1/20, Measuring 1 Kanal 3 Marla; RECT. No. 14, Kila No. 12/2(2-8), 12/3(0-13), 13(8-0), 14/1(4-8); RECT. No. 17, Kila No. 15/2(0-12), 24/5(0-4), Total (16-5), Share 13/112, Measuring 1 Kanal 18 Marla, FIELD 27, Total Measuring 21 Kanal 8 Marla
9/17/48	Badha	21	8	20282	2227	RECT. No. 14, Kila No. 12/2(2-8), 12/3(0-13), 13(8-0), 14/1(4-8); RECT. No. 17, Kila No. 15/2(0-12), 24/5(0-4), Total (16-5), Share 1/8, FIELD 6, Total Measuring 2 Kanal 0 Marla
10/18/60	Badha	2	0	20076	1943	RECT. No. 27, Kila No. 19(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
11/31/49	Hayatpur	8	0	19151	1722	

Fortune Land & Home

For ORRS INFRASTRUCTURE PVT. LTD.

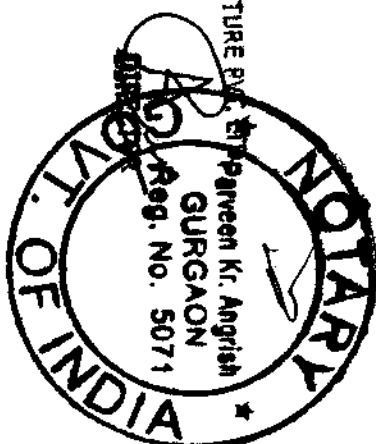
Signature

DR

12/33/51	Hayalpur	12	8	19152	1723	RECT.No.17, Kila No.25/2/2-0, RECT.No.29, Kila No.2/2/3-4, 3/8-0, 4/8-0, 5/1(4-0), Total (25-4), Share 1/4, Measuring 6 Kanal 6 Marla: RECT.No.17, Kila No.7(8-0), 14(8-0), 23(7-12), 4/1(2-17), 16/2(3-12), 17(8-0), 24(8-0), 8(7-14), 13(8-0), 18(8-0), 25/1(1-0), Total (70-15), Share 1/12, Measuring 5 Kanal 18 Marla, FIELD 16, Total Measuring 12 Kanal 8 Marla
13/36/54	Hayalpur	7	18	20204	1671	RECT.No.31, Kila No.7(8-0), 8(8-0), 13/1(6-0), 13/2(2-0), 14(8-0), 17(8-0), 18(8-0), 19(8-0), 22/2/1(2-1), 22/2/2(0-12), Total (58-13), Share 158/1173, FIELD 10, RECT.No.18, Kila No.21/1(4-0), Salam, FIELD 1, Total Measuring 4 Kanal 0 Marla
14/37/55	Hayalpur	4	0	20203	1678	RECT.No.14, Kila No.16(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
15/38/56	Hayalpur	8	0	20046	1670	RECT.No.14, Kila No.24/2(4-16), RECT.No.32, Kila No.4(8-0), 7(8-0), 14/1(2-8), RECT.No.23-14, Share 1/10, FIELD 4, Total Measuring 2 Kanal 7 Marla
16/39/57	Hayalpur	2	7	19588	1673	RECT.No.29, Kila No.5/2/1(2-0), 6/1(7-7), 14/1(7-19), 17(8-0), Total (25-6), Share 5/12, FIELD 4, Total Measuring 10 Kanal 11 Marla
17/40/58	Hayalpur	10	11	20047	1677	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), RECT.No.15, Kila No.7(8-0), 8/2(7-17), 9(8-0), 12(8-0), 13(8-0), 14(8-0), 19(8-0), Total (55-17), Share 388/1117, FIELD 7, Total Measuring 19 Kanal 8 Marla
18/41/59	Hayalpur	19	8	20667	1676	
		214	131			
	TOTAL	220	11			
		27.568	ACRE			

Fortune Land & Housing Pvt. Ltd.

Director



For ORBUS INFRASTRUCTURE PVT. LTD.

50758 = 100

19364 27/10/07

50 INR 50 INR

25 SEP 2007

THIRU, GURGAON

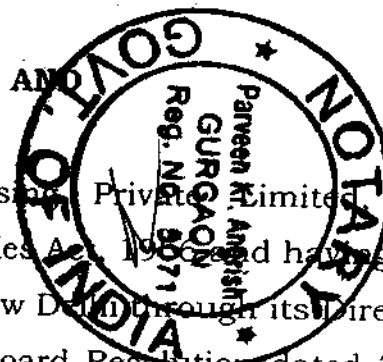
3289

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th 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. Fortune 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**.

Fortune Land & Housing Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
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 25th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 27.25 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 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 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.

Fortune Land & Housing Pvt. Ltd.

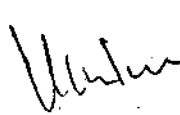

Director

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 on the part of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the said Agreement and this Addendum with respect to part or whole of the said Land, the parties herein shall not amend, vary or change terms of the said Agreement or this Addendum without the written consent of the other Developer, with whom Orris may enter into any such Agreement. Any change , variation, amendment, if made without such consent shall be void ab-initio.
4. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
5. That all other terms and conditions of the Agreement dated 25th October, 2007 shall remain the same and in force.

For the Land & Co.



FOR ORRIS INFRASTRUCTURE PVT. LTD.



DIRECTOR

6. 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.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Fortune Land & Housing Pvt. Ltd.

[Signature]
Director

[Signature]
SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

[Signature]
H.D. Pathak.
S/o Sh. S.D. Pathak
Shyam Nagar Palwal-121112

2.

[Signature]
Deekab Chakrabarty
S/o Sh. M. R. Chakrabarty
24744 DDA Plot
Balkaji Delhi



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

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

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

हरियाणा HARYANA

A 314113

AGREEMENT

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

GURGAON

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**:

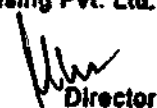
AND

M/s. Fortune 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.


DIRECTOR

Fortune Land & Housing Pvt. Ltd.


Director

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6601
50x22100

M/s Orris Infra Pvt Ltd

पंजीकरण नं. 3335

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगाँवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1,331,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 10,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Pathak, Adv

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Orris Infra.

पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी GF-16, Arunachal Building, Barakhamba Road, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s. Orris Infra. Pvt.Ltd. thru Amit Gupta(OTHER)

उप/सर्वोक्त पंजीयन अधिकारी

गुडगाँव सब रजिस्ट्रार

गुडगाँव

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

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Delhi व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakkarburty निवासी 22/744, DDA Flats, N.Delhi को हमने कथित दख्खर/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

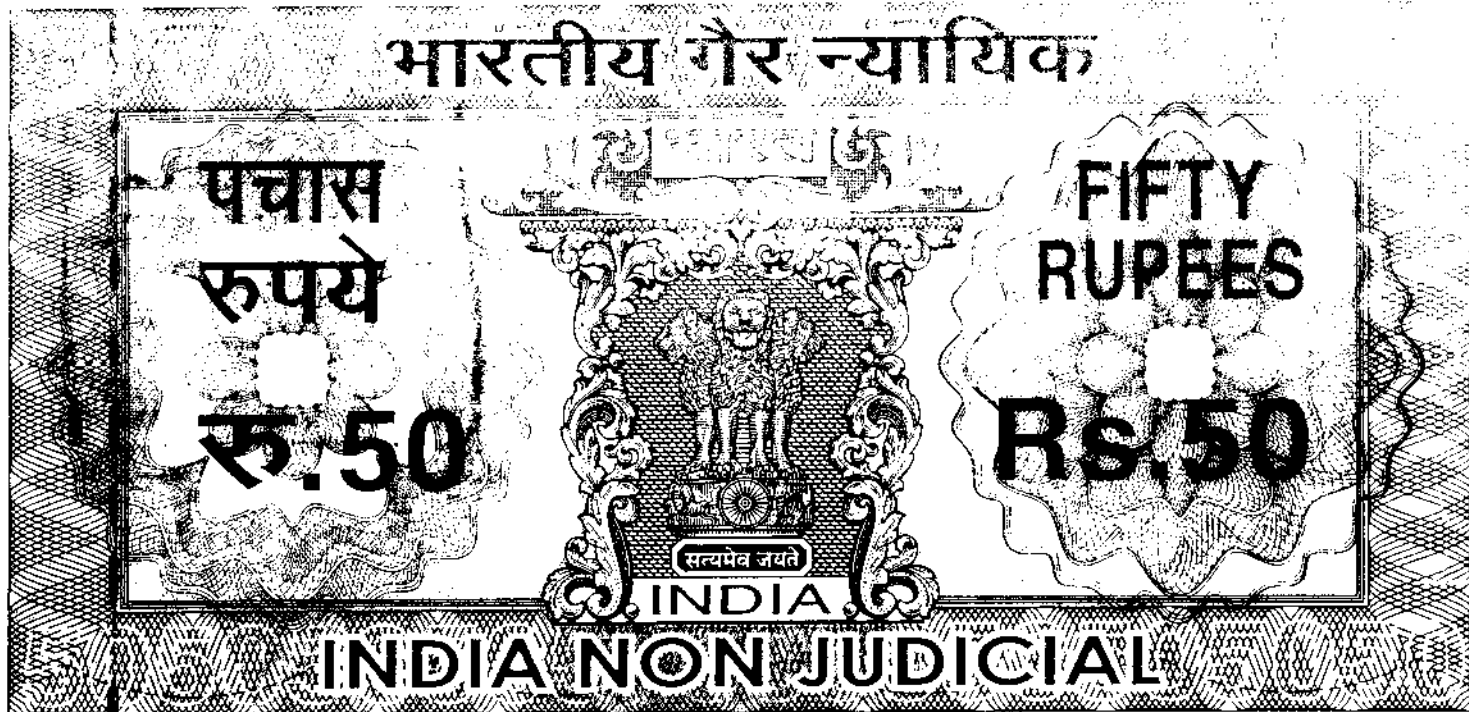
दिनांक 06/05/2008



उप/सर्वोक्त पंजीयन अधिकारी

गुडगाँव रजिस्ट्रार

गुडगाँव



हरियाणा HARYANA

A 314114

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".

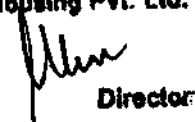
WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 2.662 acres (approx.) situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) and more fully described in 'Schedule-A' written hereunder and hereinafter referred 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

Fortune Land & Housing Pvt. Ltd.


Director

6601,
2

Reg. No. 1111 Reg. Year 1971 Book No. 1



पेशकर्ता

दावेदार

गवाह

पेशकर्ता
Amit Gupta

Amit Gupta

दावेदार
thru:- Vijay Gupta

Vijay Gupta

गवाह 1:- H.D. Pathak

गवाह 2:- Deepak Chakkarburty

Deepak Chakkarburty

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,335 आज दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 06/05/2008

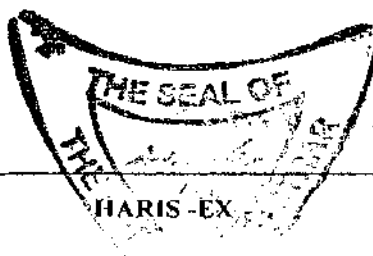
उप/संयुक्त पंजीयन अधिकारी

गडगाँवा
शिव री

सीका नं० 3335 की बही नं० 1
जिल्द 10582 95/100
पृष्ठ 835 84
दिनांक 6/5/08 को दायर रजिस्ट्रार
द्वारा किया गया।

Shiv R

शिव री



Revenue Department Haryana

NIC-HSU

2 3

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.

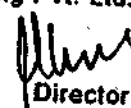
NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR


Fortune Land & Housing Pvt. Ltd.


Director

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 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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Fortune Land & Housing Pvt. Ltd.


Director

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 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. 13,30,000/- to the Land Owner as refundable security, on the date of Collaboration Agreement, in the following manner:

Cheque No. 027429 dated 06-05-08 for a sum of Rs. 13,30,000/- /- 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;

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Fortune Land & Housing Pvt. Ltd.


Director

- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
- h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
- i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner;
- j) to market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said 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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Fortune Land & Housing Pvt. Ltd.


Director

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 when so requested by Orris in writing and if ~~so desired~~ by Orris to revoke the ~~above mentioned~~ 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.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Fortune Land & Housing Pvt. Ltd.


Director

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 Orris or the Developer in concern of the development or disposal of the said Land except getting its share.
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

For ORRIS INFRASTRUCTURE PVT. LTD.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR
DIRECTOR

Fortuna Land & Housing Pvt. Ltd.


Director

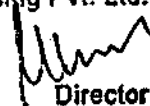
with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating 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 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.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Fortune Land & Housing Pvt. Ltd.


Director

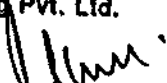
IN WITNESS WHEREOF the parties hereto have signed this Interse Agreement on the day, month and year first above written.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR


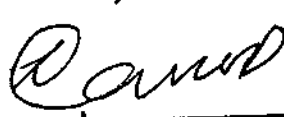
SIGNED AND DELIVERED by the within named ORRIS


Fortune Land & Housing Pvt. Ltd.

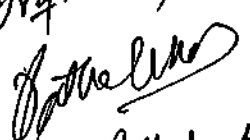

Director

SIGNED AND DELIVERED by the within named LAND OWNER

WITNESSES:

1. Sh. H.D. Pathak & Sh. S.D. Pathak
Shyam Nagar PALWADI

2. 
Dec Pat Chakrabarty
Sh. M.R. Chakrabarty
24744 DDA Flat Kalbagi
Delhi.

ATTESTED TRUE COPY

Notary Public Delhi

Drafted by

H.D. Pathak Adv.

		SCHEDULE-A		FORTUNE LAND & HOUSING	
S.NO.	St.Reg. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.
1	162/297	Hayatpur	10	14	24537
2	165/300	Hayatpur	10	12	24540
			20	26	
		TOTAL	21	6	
			2.662	ACRE	

LAND DETAILS

RECT.No.29, Kila No.12/2(5-7), Salam, Measuring 5 Kanal 7 Marla; RECT.No.29, Kila No.11(8-0), share 2/3, Measuring 5 Kanal 7 marla; FIELD 2, Total Measuring RECT.No.29, Kila No.9/2(2-13), 10/2(2-13), 12/1(2-13), Total (7-19), Salam, Measuring 7 Kanal 19 Marla; RECT.No.29, Kila No.11(8-0), Share 1/3, Measuring

FOR ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Fortune Land & Housing Pvt. Ltd.

[Signature]
Director



ATTESTED
Notary Public Delhi

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:

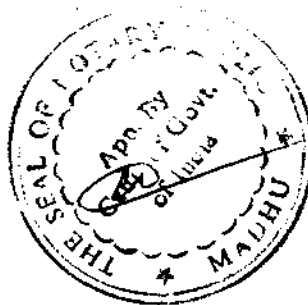
"RESOLVED THAT the Company may enter into Collaboration with with the Land Owners for development of their land situated at Village Hayatpur and Badha, Dist. and Tehsil Gurgaon (Haryana).

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



ATTESTED TRUE COPY
Notary Public, Delhi

Fortune 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 FORTUNE 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 3:45 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 Tehsil 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 Tehsil 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

CERTIFIED TRUE COPY

Notary Public Delhi

24061



REKHA SINGH
87 01 11
S-01

30 MAR 2011

21

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 5 day of April 2011.

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its office at J-10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Amit Gupta, duly authorized vide a Board Resolution dated 4/09/2011 and herein after referred to as ORRIS of the **ONE PART.**

AND

M/s. FORTUNE LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under The Companies Act, 1956, having its registered office at 1697, Chunna Mandi, Pahar Ganj, New Delhi - 110055 through its Authorized Signatory Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 3/5/2007 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 bearing Khewat/ Khata No. 51/53 Mustil No. 3, Killa No. 18/1(4-16) Kita 1 land measuring 4 Kanal 16 Marla up to the extent of 72/192 share which comes to total area of 1 Kanal 16 Marla and Khewat/ Khata No. 52/54 Mustil No. 3, Killa No. 14/1(4-7), 13(9-11), 23(8-0), Kita 3 land measuring 21 Kanal 18 Marla up to

Fortune Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

प्रलेख न: 21

दिनांक 05/04/2011

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील Manesar	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 7,784,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/04/2011 दिन मंगलवार समय 12:12:00PM बजे श्री/श्रीमती/कुमारी M/s. Fortune Land and Housing Pvt. Ltd. thru-Vijay Gupta निवासी 1697, Chunnā Mandi, Paharganj, N.Delhi-110055 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
Manesar

श्री M/s. Fortune Land and Housing Pvt. Ltd. thru-Vijay Gupta(OTHER)

संयुक्त सब रजिस्ट्रार
मानेसर

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

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehar Singh निवासी 1157, क-श्री/श्रीमती/कुमारी Sanjay Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khem Chand Gupta निवासी Heily Mandi, Pataudi, Gurgaon सौदागिन: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

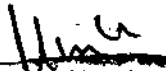
दिनांक 05/04/2011

उप/सयुक्त पंजीयन अधिकारी
Manesar

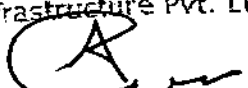
संयुक्त सब रजिस्ट्रार
मानेसर

the extent of 350/876 share which comes to total area of 8 Kanal 15 Marla and Khewat/ Khata No. 53/55 Mustil No. 8 Killa No. 2/1/2/2(3-19), 2/2/2(3-8), 3/1/2(2-9) Kita 3 land measuring 9 Kanal 16 Marla up to the extent of 260/392 share which comes to total area of 6 Kanal 10 Marla and Khewat/ Khata No. 53/55 Mustil No. 8, Killa No. 2/1/2/1 (0-5), 2/2/1(0-4), 3/1/1(0-6) Kita 3 land measuring 0 Kanal 15 Marla up to the extent of 272/632 share which comes to total area of 0 Kanal 6 Marla and Khewat/ Khata No. 16/16 Mustil No. 7 Killa No. 11/2(3-2), 12/1/2(2-11), 12/2/2(3-9), 19(8-0), 22/1(4-0) Kita 5 land measuring 21 Kanal 2 Marla Salam, and Khewat/ Khata No. 252/261 Mustil No. 7 Killa No.13 (7-8) Kita 1 land measuring 7 Kanal 8 Marla up to the extent of 1/4 share which comes to total area of 1 Kanal 17 Marla and Khewat/ Khata No. 254/263 Mustil No. 7 Killa No.14/2 (4-0), 15/2(4-0), 16/1/1(6-11) Mustil No. 8 Killa No. 20/2 (3-11) Kita 4 land measuring 18 Kanal 2 Marla salam total area of all Khewat/Khata is 58 Kanal 8 Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha, Tehsil- Manesar & District - Gurgaon, Haryana, Khewat/ Khata No. 306/261 Mustil No. 30, Killa No. 2/2(5-2), 9 (8-0) , 12min (4-0), 10 (8-0), 11/2(4-0), 12min (4-0) Mustil No. 31, Killa No 3(8-0), 4(8-0), 5(8-0), 6(8-0), Kita 10 land measuring 65 Kanal 2 Marla up to the extent of 2/7 share which comes to total area of 18 Kanal 12 Marla and Khewat/ Khata No. 307/262 Mustil No. 30 Killa No. 20(8-0), 11/1(4-0), 19(8-0), Mustil No. 31, Killa No 15(8-0), 16/1(1-4) Kita 5 land measuring 29 Kanal 4 Marla up to the extent of 125/584 share which comes to total area of 6 Kanal 5 Marla and Khewat/ Khata No. 194/351 Mustil No. 31 Killa No. 16/2 (6-16), 25/1/1(1-6) Kita 2 land measuring 8 Kanal 2 Marla Salam, Khewat/ Khata No. 168/194, Mustil No. 16, Killa No. 14/5 (4-13), 15/5 (5-9), 16 (7-8), 17 (8-0), 25/1 (6-8), Mustil No. 17, Killa No. 11 (8-0), 20 (8-0), 21 (8-0), Kita 8, land measuring 55 Kanal 18 Marla up to the extent of 504/1118 share which comes to total area of 25 Kanal 4 Marla and Khewat/ Khata No. 228/279, Mustil No. 30, Killa No. 18/1 (1-11), 18/2 (6-9), Kita 2, land measuring 8 Kanal 0 Marla Salam, Total area of all Khewat/Khata is 66 Kanal 3 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaon, Haryana. Total Land of Villages- Badha and Hayatpur, Distt.- Gurgaon, Haryana is 124 Kanal 11 Marla, hereinafter referred to as "the said Land".

Fortune Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

Reg. No. 21 Reg. Year 2011-2012 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Vijay Gupta

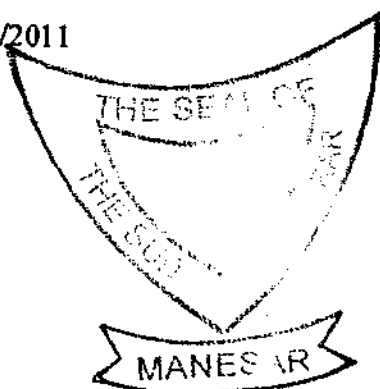
दावेदार
thru:- Amit Gupta

गवाह 1:- Jitender Singh गवाह 2:- Sanjay Gupta

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 21 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 बही सख्या 1 जिल्द न: 1 के पृष्ठ सख्या 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/सर्वोक्त पंजीयन अधिकारी
Manesar

संयुक्त सब रजिस्ट्रार

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

AND WHEREAS the land owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has about 15.568 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.

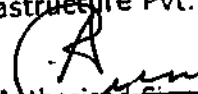
NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. The land owner hereby grants its irrevocable consent/approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all

Fortune Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


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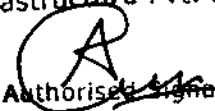
profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per Acre in the proposed colony to be developed on the said land along with the land of the adjacent land owners.
4. That in case, Orris fails to obtain the licence for development of the said land and allot the aforesaid plotted area within 3 (Three) years from the date of this Collaboration Agreement or any further period as may be mutually extended by the parties, in that event the land owner shall be entitled to receive a sum of Rs. 1,30,00,000/- per Acre from Orris and after the aforesaid sum is paid to the land owner, the Orris shall stand fully discharged of its obligation(s) towards the land owner as stipulated under this Collaboration Agreement. The Security amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. 77,84,000/-
5. 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:

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For Orris Infrastructure Pvt. Ltd.


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- a) At time of signing of this agreement the ORRIS has paid the security 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:-
Rs. 77,84,000, Cheque No 245862, dated 01-04-11, drawn on Axis Bank Ltd., 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;
- 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.

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

For [illegible] Pvt. Ltd.

Authorized Signatory

- 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 in its own name, from any such prospective buyer, tenant, occupant etc. in the said project.
6. That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Private Limited through its Authorized Signatory, Shri Amit Gupta son of Sh. Vijay Gupta resident of C - 3/260, Janakpuri, New Delhi - 110058 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.
7. 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.

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory


Authorized Signatory

8. 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.
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 colony shall be the sole liability of Orris.

For Orris Infrastructure Pvt. Ltd.

Fortune Land & Housing Pvt. Ltd.

Authorised Signatory

Authorised Signatory

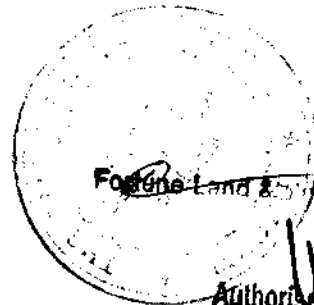
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification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

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

SIGNED AND DELIVERED by the ^{For} Orris Infrastructure Pvt. Ltd.
within named ORRIS




Authorized Signatory


SIGNED AND DELIVERED by the
within named LAND OWNER





Authorized Signatory

WITNESSES:

1. Sonjay Gupta & Sh. Khemchand
Gupta. P.O. Haldy mandir Patodi
Aurgam

2. Jitender Singh & Sh. Keki Singh
1157 sector 15 Sonapat.


ATTESTED TRUE COPY

Notary Public Delhi

21 अति की नं. 1
116 नं. 1-8 पर
5/4/7 51
दिनांक 5/4/7 को पर ... किया गया।


संयुक्त सेव रजिस्ट्रार
मानेसर



ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 and Addendum dated 4th December, 2007 is made and executed at Gurgaon on this _____ day of March, 2011:

BETWEEN


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

AND

M/s. FORTUNE 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"

Fortune Land & H

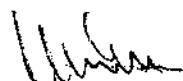

Authorized Signatory



WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 duly registered as document no. 3289, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 832, pages 52 to 53 with the Sub Registrar, Gurgaon and Addendum thereof dated 4th December, 2007 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 27.568 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 21 Kanal 2 Marla bearing Rect. No. 29, Killa No. 5/2/1(2-0), 6/1(7-7), 14/1(7-19), 17(8-0), Filed 4, measuring 25 Kanal 6 Marla upto the extent of 5/12 share which comes to 10 Kanal 11; Rect. No. 17, Killa No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0), Field 11, measuring 70 Kanal 15 Marla upto the extent of 1/12 share which comes to 5 Kanal 18 Marla; Rect. No. 17, Killa No. 25/2(2-0) upto the extent of 9/40 share which comes to 0 Kanal 9 Marla; Rect. No. 17, Killa No. 26(2-14), 27(0-12), Field 2, measuring 3 Kanal 6 Marla upto the extent of 1/16 share which comes to 0 Kanal 4 Marla; Rect. No. 18, Killa No. 21/1(4-0) Salam, All Kita 19, Total measuring 21 Kanal 2 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 27 Kanal 19 Marla bearing Rect. No. 70, Killa No. 3/2/2(1-5), 4/2(7-2), 5(8-3), 6(4-2), 10(7-7) Salam, Total Kita 5, Total measuring 27 Kanal 19 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 6th August, 2010 duly registered as document no. 12746, Book No. 1, Vol. No. 9753 registered at Page No. 140, Addl. Book No. 1 Vol. No. 832 pages 52 to 53 with the Sub-

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

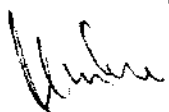
AND WHEREAS another part of the said land total admeasuring 3 Kanal 19 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 3, measuring 16 Kanal 18 Marla upto the extent of 126/538 share which comes to 3 Kanal 19 Marla in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 4 Kanal 0 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 80/1343 share which comes to 4 Kanal 0 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Datd 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 25th October, 2007 and Addendum dated 4th December, 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 21 Kanal 2 Marla bearing Rect. No. 29, Killa No. 5/2/1(2-0), 6/1(7-7), 14/1(7-19), 17(8-0), Filed 4, measuring 25 Kanal 6 Marla upto the extent of 5/12 share which

For and on behalf of the


[Signature]

FOR EPRIS INFRASTRUCTURE PVT. LTD


[Signature]

comes to 10 Kanal 11, Rect. No. 17, Killa No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0), Field 11, measuring 70 Kanal 15 Marla upto the extent of 1/12 share which comes to 5 Kanal 18 Marla; Rect. No. 17, Killa No. 25/2(2-0) upto the extent of 9/40 share which comes to 0 Kanal 9 Marla; Rect. No. 17, Killa No. 26(2-14), 27(0-12), Field 2, measuring 3 Kanal 6 Marla upto the extent of 1/16 share which comes to 0 Kanal 4 Marla; Rect. No. 18, Killa No. 21/1(4-0) Salam, Total Kita 19, Total measuring 21 Kanal 2 Marla AND another part of land measuring 3 Kanal 19 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 3, measuring 16 Kanal 18 Marla upto the extent of 126/538 share which comes to 3 Kanal 19 Marla 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 27 Kanal 19 Marla bearing Rect. No. 70, Killa No. 3/2/2(1-5), 4/2(7-2), 5(8-3), 6(4-2), 10(7-7) Salam, Total Kita 5, Total measuring 27 Kanal 19 Marla AND another land total admeasuring 4 Kanal 0 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 80/1343 share which comes to 4 Kanal 0 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) 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.

For the Land & Infrastructure Division

[Signature]

FOR ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
ANIL SINGH

3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 25th 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 25th 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 25th October, 2007 and Addendum dated 4th December, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th 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

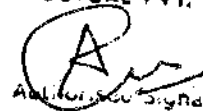
SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

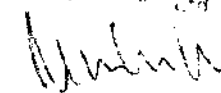
1.

2.

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

Fortune Land & Housing Pvt. Ltd.


Authorised Signatory

SCHEDULE-A Fortune Land & Housing - Addendum to Agreement, Dated 25th October 2007

S.NO.	Sr.Reg.No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS
			KANNAI MARLA			
1	9/41	Badha	12	20369	1961	RECT.No.9,Kila No.25/2(2-4),RECT.No.10,Kila No.21(8-0),22/1(2-4),22/2(2-3), 16),Total(16-4), Share 3/4; FIELD 4, Total Measuring 12 Kanal 3 Marla
2	10/40	Badha	7	20373	1956	RECT.No.23,Kila No.9/1(4-16),12(8-0),19/1(3-11),RECT.No.38,Kila No.12(7- 7),Total (23-14), Share 14/1474, FIELD 4, Total Measuring 7 Kanal 7 Marla
3	11/42	Badha	6	20370	1957	RECT.No.9,Kila No.16/3(2-16),17/2(6-9),23/2(4-1),24(7-7),25/1(4- 15);RECT.No.17,Kila No.24/4(1-4), Total (26-12), Share 1/4, FIELD 6, Total Measuring 6 Kanal 13 Marla
4	12/43	Badha	3	20374	1955	RECT.No.19,Kila No.15/1/1(3-14), Salam, FIELD 1, Total Measuring 3 Kanal 14 Marla
						RECT.No.17,Kila No.19/4(0-12),19/7(2-0),Total (2-12), Share 1/6, Measuring 0 Kanal 8.5 Marla;RECT.No.17,Kila No.19/6(0-12), Share 1/24, Measuring 0 1kanal 0.5 Marla;RECT.No.17,Kila No.18/3(2-4),Salam, Measuring 2 Kanal 4 Marla; RECT.No.17, Kila no.23/1/2(3-4),23/2/1(2-0),23/2/2(1-8),24/1/2(1- 8),24/2(0-4),24/3(0-12),18/4(1-0), Total (9-16), Share 3/5, Measuring 5 Kanal 17 Marla : RECT.No.17,Kila No.16/1(1-11),17/5(0-16),18/5(1-0),19/2(1-2),23/1/1(1- 8),24/1/1(1-16),Total (7-15), Share 2/5, Measuring 3 Kanal 2 Marla RECT.No.17,Kila No.19/5(1-16), Share 2/5, Measuring 0 Kanal 14 Marla ;RECT.No.17,Kila No.17/2(0-16), Share 1/2, Measuring 0 Kanal 8 Marla RECT.No.17,Kila No.19/3(1-0), Share 8/9, Measuring 0 Kanal 18 Marla RECT.No.17,Kila No.17/4(1-12), share 1/4, Measuring 0 Kanal 8 Marla RECT.No.17,Kila No.17/6(3-0), Share 1/3, Measuring 1 Kanal 0 Marla RECT.No.17, Kila No.18/7(0-8), 18/8(0-8), Total (0-16), Share 1/2, Measuring 0 Kanal 8 Marla; RECT.No.17, Kila No.19/1(0-16), Salam, Measuring 0 Kanal 16 Marla; FIELD 25, Total Measuring 16 Kanal 4 Marla
5	13/44	Badha	16	20372	1962	RECT.No.17,Kila No.15/6(0-16), Total (0-16), Share 1/2, Measuring 0 Kanal 8 Marla; RECT.No.17, Kila No.15/2(0-12), 24/5(0-4), Total (0-16), Share 1/2, Measuring 0 Kanal 8 Marla, FIELD 3, Total Measuring 0 Kanal 16 Marla
6	14/45	Badha	0	20212	1989	RECT.No.17,Kila No.15/6(0-16), Total (0-16), Share 1/4, Measuring 0 Kanal 4 Marla; RECT.No.17, Kila No.15/2(0-12), 24/5(0-4), Total (0-16), Share 1/4, Measuring 0 Kanal 4 Marla, FIELD 3, Total Measuring 0 Kanal 8 Marla
7	15/46	Badha	0	20214	1992	RECT.No.17, Kila No.15/2(0-12), 24/5(0-4), Total (0-16), Share 1/4, Measuring 0 Kanal 4 Marla, FIELD 3, Total Measuring 0 Kanal 8 Marla

For SRS INFRASTRUCTURE PVT. LTD.

(Signature)
Authorized Signatory

(Signature)

8/17/48	Baona	0	5	20282	2227	RECT.No.17,Kila No.15/6(0-16), Total (0-16), Share 5/21, Measuring 0 Kanal 3.5 Marla; RECT.No.17, Kila No.15/2(0-12), 24/5(0-4), Total (0-16) Share 13/112, Measuring 0 Kanal 1.5 Marla, FIELD 3, Total Measuring 0 Kanal 5 Marla
9/18/60	Badra	0	2	20076	1943	RECT. No.17, Kila No.15/2(0-12), 24/5(0-4), Total (0-16), Share 1/8 FIELD 2 Total Measuring 0 Kanal 2 Marla
10/31/49	Hayatpur	8	0	19151	1722	RECT.No.27,Kila No.19(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
11/33/51	Hayatpur	1	18	19152	2592	RECT.No.8, Kila No.23(8-0), Total (8-0), Share 126/538, Measuring 1 Kanal 13 Marla; FIELD 4, Total Measuring 1 Kanal 18 Marla
12/36/54	Hayatpur	7	18	20204	1671	RECT.No.31, Kila No.7(8-0), 8(8-0), 13/1(6-0), 13/2(2-0), 14(8-0), 7(8-0), 18(8-0), 19(8-0), 22/2/1(2-1), 22/2/2(0-12), Total (58-13), Share 158/1173, FIELD 10, RECT.no.14, Kila No.16(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
13/38/56	Hayatpur	8	0	20046	1670	RECT.No.14, Kila No.24/2(4-16), RECT.No.32, Kila No.4(8-0), 7(8-0), 14/1(2-8), Total (23-14), share 1/10, FIELD 4, Total Measuring 2 Kanal 7 Marla
14/39/57	Hayatpur	2	7	19588	1673	RECT.No.15, Kila No.7(8-0), 8(8-0), 12(8-0), 13(8-0), 14(8-0), 19(8-0), Total (55-17), Share 388/1117, FIELD 7, Total Measuring 19 Kanal 8 Marla
15/41/59	Hayatpur	19	8	20667	1676	RECT.No.70, Kila No.3/2(1-5), 4/2(7-2), 5(8-3), 6(4-2), RECT.No.71 Kila No.10(7-7) Total (27-19), is Salam; FIELD 5, Total Measuring 27 Kanal 19 Marla
16/195/364	Hayatpur	27	19	12746	2771	RECT.No.55, Kila No.5(8-0), RECT.No.56, Kila No.10/2(3-7), 1(8-0), 2(8-0), 9(8-0), 10/1(4-13), 12(7-7), Rect No 30, Kila No.21(8-0), 22(8-0), Rect. No. 31, Kila No. 25/2(3-16), Total (67-3), Share 80/1343, Measuring 2 Kanal 0 Marla; FIELD 10, Total Measuring 4 Kanal 0 Marla
17/217/403	Hayatpur	4	0	1327		
	TOTAL	127K	2M			
	Or	15.887	ACRE			

Fortune Land & Housing Pvt. Ltd.

Mukherjee
Director

For OMNIS INFRASTRUCTURE PVT. LTD.

ATTACHED TO THE CERTIFICATE

Notary Public Delhi

3805

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भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 468134

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-3/260 through its Director Amit herein after referred to as ORRIS of the ONE PART.



AND

Incense Properties Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-2/260 Tangle-pu New Delhi 58 through its Director Vijay Gupta duly

Incense Properties Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

अंशक फ-455000 दि 12/05/08

2/5/08

प्रलेख नः 3305

दिनांक 06/05/2008

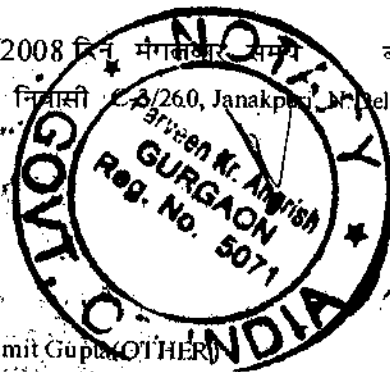
डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 5,100,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार को बजे श्री/श्रीमती/कुमारी M/s. Orris Infra. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी 2/260, Janakpuri, Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s. Orris Infra. Pvt. Ltd. thru Amit Gupta OTHER



उप/संयुक्त पंजीयन अधिकारी
गुडगावा रजिस्ट्रार

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru:- Vijay Gupta दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakkarburty निवासी 22/744, DDA Flats, Janakpuri, Delhi को हमने कर्तबदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

authorized vide a Board Resolution dated 11/09/07 and hereinafter referred to as the "land owner" of the **OTHER PART**.

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about ____ hectares (i.e. about 7 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 7 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:-

Incense Properties Pvt. Ltd.

WITNESSES

[Signature]

WITNESSES

For ORRIS INFRASTRUCTURE PVT. LTD.

WITNESSES

[Signature]
DIRECTOR

Reg. No.	Reg. Year	Book No.
3305	2008-2009	1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Amit Gupta

[Signature]

दावेदार
thru:- Vijay Gupta

[Signature]

गवाह 1:- H.D. Pathak

[Signature]

गवाह 2:- Deepak Chandra

[Signature]



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3305 और दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रत अंतर्गत बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गया। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने पेश किए।

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी
सब रजिस्ट्रार
गुड़गाँव

पेशकर्ता नं० 3305 बही नं० /
दिनांक 10/5/08 31.32 पर

275
6/5/08
[Signature]

सब रजिस्ट्रार

गुड़गाँव



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 500 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. 51,00,000/- *by Acc* 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.

Incense Properties Pvt. Ltd.

[Signature]
Director

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 011723 ^{Rmk} dated 24/10/07 amount 35,00,000/- drawn on UTI Bank, Coimbatore

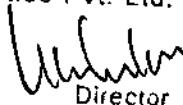
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

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

(e) to prepare the blue print for development of 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

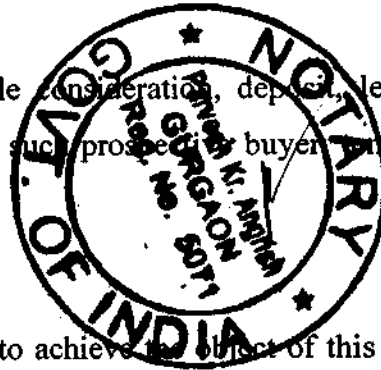
Incense Properties Pvt. Ltd.


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 ANITA Gupta son of Mr. V. T. Gupta resident of C-3/262 Tarek-pur, ND 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

Incense Properties Pvt. Ltd.

Director

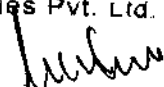
For ORRIS INFRASTRUCTURE PVT. LTD.

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.

Incase Properties 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.

Incense Properties Pvt. Ltd.


Director

FOR ORRIS PRIVATE LIMITED


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

FoF ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

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

SIGNED AND DELIVERED by the
within named LAND OWNER

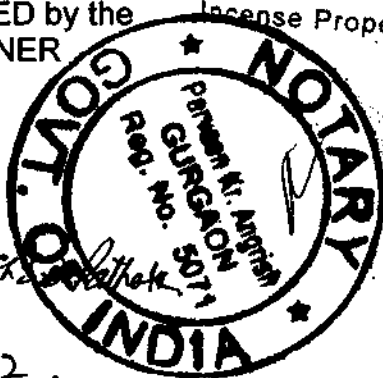
License Properties Pvt. Ltd.

[Signature]
Director

WITNESSES:

[Signature]

1. H.D. PATHAK 1/0 SK 2000 Pathak
Shyam Nagar
PALWA (-12/102)
2. *[Signature]*



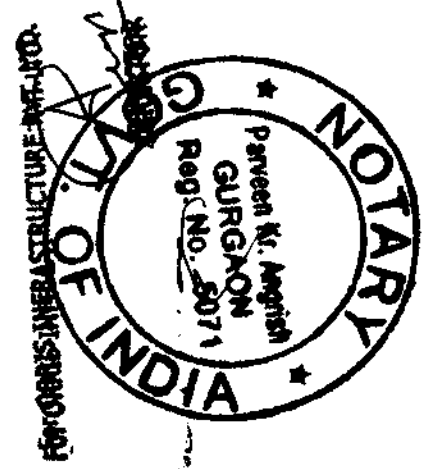
ATTESTED TO BE TRUE COPY

KIRAN CHAWLA
ADVOCATE & NOTARY
1817, DOKH GARDH (Vijaya), India

4/0 Sh. A. H. 1000
A. 249, (F.F) Blossam I
Mayfield garden
GURGAON

[Signature]
Deepak Chakrabarti
S/ash m. R. Chakrabarti
24/744 DD A Flat
Kulba 81 Delhi

		SHEDULE-A		INCENSE PROPERTIES	
S.N/Sr.Reg.N O. O.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS
		KANAL MARLA			
1 135/215	Hayatpur	56	11	2117	Rectangle No. 18, Killa No 12/1/1/1 (2-0), 12/2/1/1 (4-4), 9/2 (0-9), 10/3 (1-11); RECT. No.21, Kila No 25/4/2(0-3), Total (8-7), Salam, Measuring 8 Kanal 7 Marla; RECT. No.26 Kila No.18/2(2-13), 24(8-0); RECT. No.63, Kila No.10, (8-0), 11(8-0), 19(8-0), Total (34-13), 86/693 Share Measuring 4 Kanal 6 Marla; RECT. No.25, Kila no.21(8-0); RECT. No.62, Kila No.25/2(6-8); RECT. No.63, Kila No.1(8-0), 2(8-0), 12/2(4-0), Total (34-8), 4/25 Share, Measuring 5 Kanal 10 Marla; RECT. No.63, Kila no.20(8-0), 4/25 Share, Measuring 1 Kanal 5 marla; RECT. No.27, Kila No.2/2(4-0), Salam, Measuring 4 Kanal 0 marla; RECT. No.18, Kila No.12/1/1/2(0-9), 12/2/1/2(0-18), Total (1-7), Salam, measuring 1 Kanal 7 Marla; RECT. No.27, Kila No.10/2(3-16), 11(8-0), RECT. No.28, Kila No.15(8-0), 16(8-0), Total (27-16), Salam, Measuring 27 Kanal 16 Marla; RECT. No.27, Kila No.2/1(4-0), Salam, Measuring 4 Kanal 0 Marla; FIELD 24, Total Measuring 56 Kanal 11 Marla
		56	11		
	TOTAL	56	11		
		7.06 ACRE			

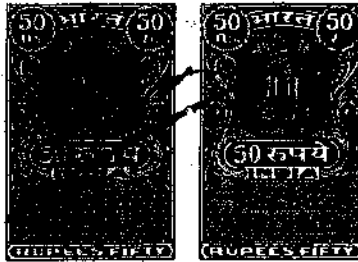


Incense Properties Pvt. Ltd.

[Signature]
Director

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25 SEP 2007

1

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. Incense Properties 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**.


Incense Properties Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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 7 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");



NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS
FOLLOWS:

- Incense Properties 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.

Incense Properties Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

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 ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Incense Properties Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

[Signature] H.D.

H.D. PATRAK S.D. Patrak

2.

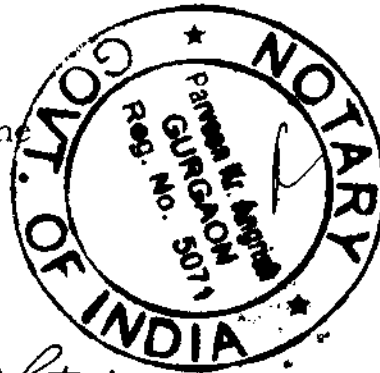
Shyam Nagar PALWAL-121102

[Signature]
Deelab Chakrabarti

Sh. M.R. Chakrabarti

24744 DDA Plot

Kalkaji Delhi



TESTED TO BE TRUE COPY

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

[Signature]
Drafted by
H.D. PATRAK Adv.

3105



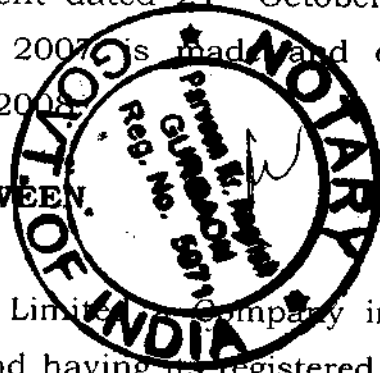
हरियाणा HARYANA

A 307333

Ind ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

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

BETWEEN



M/s. Orris Infrastructure Private Limited, 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.**

Incense Properties Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR



हरियाणा HARYANA

A 307334

AND

M/s. Incense Properties 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 19th April, 2007 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 and Addendum thereto dated 4th December, 2007 (herein after jointly referred to as the said Agreements) for

Incense Properties Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

development of a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on land measuring 7 acres (approx.) and as detailed in the said Agreements situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land") and as per the schedule "A" attached to the Agreement dated 24th October, 2007;

AND WHEREAS part of the said land total admeasuring 11 Kanal 1 Marla bearing Rect. No. 26 Kila No. 18/2(2-13), Kila No. 24(8-0); Rect. No. 63 Kila No. 10(8-0), 11(8-0), 19(8-0) total 34 Kanal 13 Marla, share 80/693 measuring 4 Kanal 0 Marla; Rect. No. 26 Kila No. 18/2(2-13), Kila No. 24(8-0); Rect. No. 63 Kila No. 10(8-0), 11(8-0), 19(8-0) total 34 Kanal 13 Marla, share 6/693 measuring 0 Kanal 6 Marla; Rect. No. 63 Kila No. 20 (8-0) share 4/25 measuring 1 Kanal 5 Marla; Rect. No. 25 Kila No. 21(8-0); Rect. No. 62 Kila No. 25/2(6-8); Rect. No. 63 Kila No. 1(8-0), 2(8-0), 12/2(4-0) total 34 Kanal 5 Marla, share 4/25 measuring 5 Kanal 10 Marla total measuring 11 Kanal 1 Marla has been transferred by way of exchange (tabadla) with similar other land total admeasuring 12 Kanal 5 Marla bearing Rect. No. 27 Kila No. 3/4 (4-0), Salam; Rect. No. 20 Kila No. 15(8-0), Salam, Field 1 measuring 2 Kanal 18 Marla; Rect. No. 19 Kila No. 13/1 (8-16), 16/2/2/1/2 (0-16), 17(8-0), 24(8-0), 25(8-0); Rect. No. 20 Kila No. 19/2 (6-13), 20 (8-0) total 48 Kanal 5 Marla, share 1/9 measuring 5 Kanal 7 Marla, total measuring 12 Kanal 5 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed's (Tabadlanama) dated 29th February, 2008 duly registered as document no. 27740, 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; Transfer Deed

Incense Properties Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

(Tabadlanama) dated 29th February, 2008 duly registered as document no. 27741, 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 Transfer Deed (Tabadlanama) dated 29th February, 2008 duly registered as document no. 27725, 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 24th October, 2007 and Addendum dated 4th December, 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 land total admeasuring 11 Kanal 1 Marla bearing Rect. No. 26 Kila No. 18/2(2-13), Kila No. 24(8-0); Rect. No. 63 Kila No. 10(8-0), 11(8-0), 19(8-0) total 34 Kanal 13 Marla, share 80/693 measuring 4 Kanal 0 Marla; Rect. No. 26 Kila No. 18/2(2-13), Kila No. 24(8-0); Rect. No. 63 Kila No. 10(8-0), 11(8-0), 19(8-0) total 34 Kanal 13 Marla, share 6/693 measuring 0 Kanal 6 Marla; Rect. No. 63 Kila No. 20 (8-0) share 4/25 measuring 1 Kanal 5 Marla; Rect. No. 25 Kila No. 21(8-0); Rect. 62 Kila No. 25/2(6-8); Rect. No. 63 Kila No. 1(8-0), 2(8-0), 12/2(4-0) total 34 Kanal 8 Marla, share 4/25 measuring 5 Kanal 10 Marla total measuring 11 Kanal 1 Marla situated in the revenue estate of

Incense Properties Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.

2. That land total admeasuring 12 Kanal 5 Marla bearing Rect. No. 27 Kila No. 3/4 (4-0), Salam; Rect. No. 20 Kila No. 11(2-18), Salam, Field 1 measuring 2 Kanal 18 Marla; Rect. No. 19 Kila No. 13/1 (8-16), 16/2/2/1/2 (0-16), 17(8-0), 24(8-0), 25(8-0); Rect. No. 20 Kila No. 19/2 (6-13), 20 (8-0) total 48 Kanal 5 Marla, share 1/9 measuring 5 Kanal 7 Marla, total measuring 12 Kanal 5 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 shall remain the same and in force.
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.

Incense Properties 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

Incense Properties Pvt. Ltd.

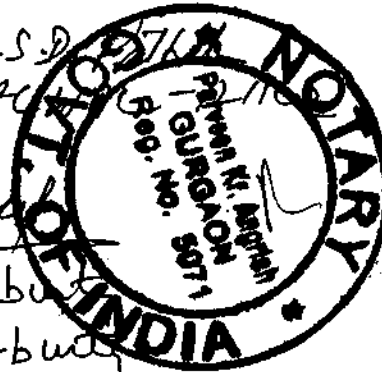
[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1. *[Signature]*
H.D. PATHAK S/o S.K.S.D.
Shyam Nagar PACHA

2. *[Signature]*
Deepak Chakrabarti
S/o Sh. M.R. Chakrabarti
24744 DDA Flah
Kalkaji Delhi

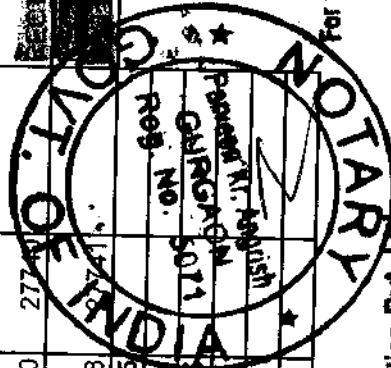


ATTESTED TO BE TRUE COPY

PARVEEN KUMAR ANGRISH
ADVOCATE & NOTARY
DISTT. GURGAON (Harvana) India

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

		SHEDULE-A		INCENSE PROPERTIES			
S.N	Sr.Reg.N	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
	O. o.		KANAL MARLA				
1	135/215	Hayatpur	45	12972	2117	Rectangle No. 18, Killa No 12/1/1/1 (2-0), 12/2/1/1 (4-4), 9/2 (0-9), 10/3 (1-11); RECT. No.21, Killa No.25/4/2(0-3), Total (8-7), Salam, Measuring 8 Kanal 7 Marla; RECT.No.27, Killa No.2/2(4-0), Salam, Measuring 4 Kanal 0 marla; RECT. No.18, Killa No.12/1/1/2(0-9), 12/2/1/2(0-18), Total (1-7), Salam, measuring 1 Kanal 7 Marla; RECT.No.27, Killa No.10/2(3-16), 11(8-0), RECT.No.28, Killa No.15(8-0), 16(8-0), Total (27-16), Salam, Measuring 27 Kanal 16 Marla; RECT.No.27, Killa No.2/1(4-0), Salam, Measuring 4 Kanal 0 Marla; Total Measuring 45 Kanal 10 Marla	
2			5	27725		[REDACTED]	
3			4	0	27741	[REDACTED]	
4			2	18		[REDACTED]	
			56	35		[REDACTED]	
		TOTAL	57	1		[REDACTED]	
			7.218	ACRE		[REDACTED]	



For ORRIS INFRASTRUCTURE PVT. LTD.

Incense Properties Pvt. Ltd.

Director



हरियाणा HARYANA

A 314125

AGREEMENT

This Agreement is made at Gurgaon on this 1st 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:**

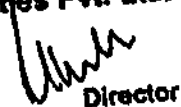
AND

M/s. Incense Properties 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.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

6597
50x221w

M/s. Orris Infra

SAT SH KUMAR
STAMP VENDOR

N. Court, G.

- 6 MAY 2008

दिनांक 06/05/2008

प्रलेख न: 3330

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगाँवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 6,250,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Orris Infra.

पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी GF-16, Arunachal Building, Barakhamba Road, N.Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s. Orris Infra Pvt. Ltd. thru Amit Gupta (OTHER)

उप/संयुक्त प्रजियन अधिकारी

गुडगाँवा

सब रजिस्ट्रार
गुडगाँव

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

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon

व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakkarburty निवासी 22/744, DDA Kalkaji,

नई दिल्ली: नैकनीहम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 06/05/2008

उप/संयुक्त प्रजियन अधिकारी

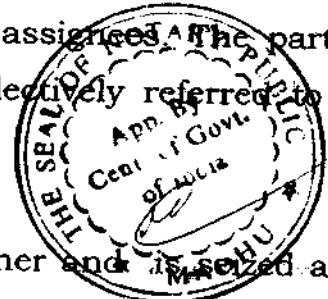
गुडगाँव सब रजिस्ट्रार
गुडगाँव



हरियाणा HARYANA

A 307400

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 11.828 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

Incense Properties Pvt. Ltd.


Director

Reg. No.
3330

Reg. Year
2008-2009

Book No.
1

da

SAT. SH. KUMAR
STAMP VENDOR
N. C. Chatterjee, C. S. D. S. S.

- 6 MAY 2008



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Amrit Gupta

Amrit Gupta

दावेदार

Vijay Gupta

Vijay Gupta

गवाह 1:- H.D. Pathak

H.D. Pathak

गवाह 2:- Deepak Chakkarburty

Deepak Chakkarburty

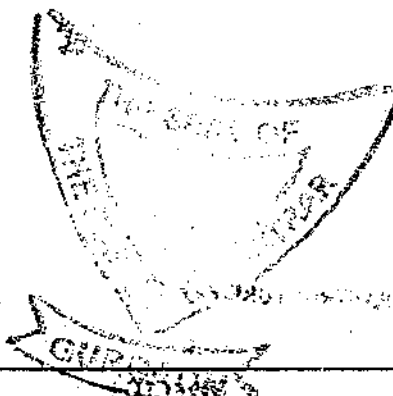
प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,330 आज दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ संख्या 52 से 53 पर चिपकाई गया। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुली मेरे सामने किये हैं।

दिनांक 06/05/2008

उप/संयुक्त पंजीयक/अधिकारी
गडगाँवा

पंजीयक सं 3330 की दही को 1
दिनांक 10527 से 8722 पर
संख्या 875 82
6/5/2 के बंद पत्र



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.

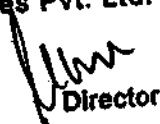
NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

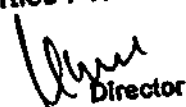
party on behalf of the Land Owner with respect to the development of the project, in the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the present Agreement with respect to part ~~or~~ whole of the said Land.

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

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 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:

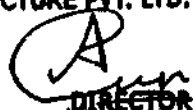
- a) At time of signing of this agreement the ORRIS shall pay to the Land Owner refundable security at the rate of Rs. 5,00,000/- (Rupees Five lacs only) per acre as interest free security deposit, being part consideration, for execution of this Agreement and handing over of physical possession of the 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. 59,20,000/- to the Land Owner as refundable security, on the date of Collaboration Agreement, in the following manner:

Cheque No. 027431 dated 6/5/08 for a sum of Rs. 59,20,000/- drawn on Axis Bank Limited.

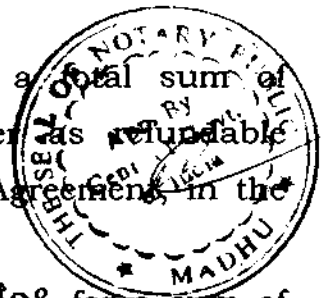
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


DIRECTOR

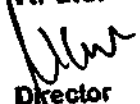


- 3
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
 - e) to prepare the blue print for development on the said land;
 - f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
 - g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
 - h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
 - i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner;
 - 8 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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

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.

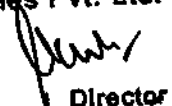
5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amit Gupta son of Mr. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi nominees of Orris who shall have ~~full authority and power to act jointly or severally 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 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, ~~also required by Orris.~~

6. That in the event Orris fails to obtain the license 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.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

3

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 Orris or the Developer in concern of the development ~~or disposal~~ of the said Land except getting its share.

6

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


C. S.

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 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.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

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

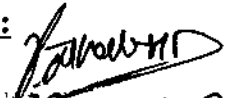
Incense Properties Pvt. Ltd.


Director


SIGNED AND DELIVERED by the
within named LAND OWNER

WITNESSES:

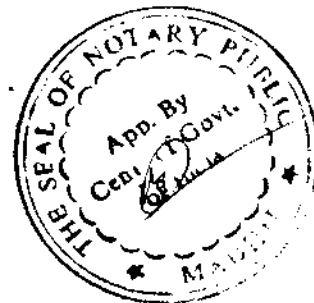
1.


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

2.


Deeksh Chakraborty,
Sush. M.R. Chakraborty,
22/7th DDA Plot
Kalkaji Delhi

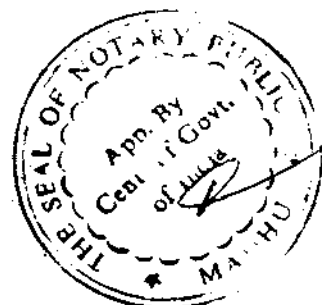
ATTESTED
Notary Public Delhi



		SHEDULE-A		INCENSE PROPERTIES			
Sr. No.	Reg. No.	VILLAGE	TOTAL AREA KANAL MARLA	VASIK NO.	MUTATION NO.	LAND DETAILS	
2	153/286	Hayatpur	12	21880	2223	RECT.No.7,Kila No.18/2(0-12),21/1(2-4),21/2(5-16),22(8-0),19/2(4-0);RECT. No.16,Kila No.1(8-0),2(8-0),9/3(3-16),10(8-0),Total (48-8), 1/4 Share,Measuring 12 Kanal 2 Marla, FIELD 9; Total Measuring 12 Kanal 2 Marla	
3	168/310	Hayatpur	15	22147	2240	RECT.No.29,Kila No.23(7-7);RECT.No.59,Kila No.3(8-0),Total (15-7), 80/307 Share, Measuring 4 Kanal 0 Marla;RECT.No.29,Kila No.21(7-7);RECT.No.59,Kila No.1/2(7-7),2(8-0);RECT.No.30,Kila No.25(7-8);RECT. No.56,Kila No.5(7-8), Total (37-10), 159/743 Share, Measuring 7 Kanal 19 Marla;RECT.No.15, Kila No.16(8-0),17(8-0),18(8-0);RECT.No.16,Kila No.21/2(4-0),20(8-0), Total (36-0), 1/10 Share , Measuring 3 Kanal 12 Marla, FIELD 12, Total Measuring 15 Kanal 11 Marla; RECT.No.54,Kila No.6/2(0-11);RECT.No.56,Kila No.24/2(4-3), RECT.No.57,Kila No.25(8-0),5(4-11),RECT.No.58,Kila No.1(8-0),2/2(4-0),9(7-9),10(2-9),Total (39-10), Salam, measuring 39 Kanal 10 Marla;RECT.No.59, Kila No.5(8-0),6(8-0),17(8-0),18/1(3-16),24/1(5-2), Total (32-18), 1/4 Share, Measuring 8 Kanal 4.5 Marla;RECT.NO. 59,Kila No. 5(8-0),6(8-0),14/2(5-12),17(8-0),18/1(3-16),24/1(5-2), Total (38-10), 1/2 Share, Measuring 19 Kanal 5 Marla; FIELD 19, Total Measuring 66 Kanal 19.5 Marla	
4	177/322	Hayatpur	66	28888			
			93	32.5			
		TOTAL	94	12.5			
			11.828	ACRE			

Intense Properties Pvt. Ltd.

FOR ORRIS INFRASTRUCTURE PVT. LTD.



Director

ATTESTED TRUE COPY
Notary Public Delhi

Incense Properties 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 INCENSE PROPERTIES 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 1:30 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 Tehsil 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 Tehsil 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



ATTESTED TRUE COPY

Notary Public Delhi

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 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."

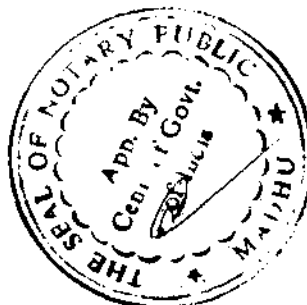
CERTIFIED TRUE COPY


For and on behalf of Board of Directors

Date:

Place: New Delhi


Director



ATTESTED TRUE COPY

Notary Public Delhi



हरियाणा HARYANA

ADDENDUM TO AGREEMENT DATED 6th May, 2008

C 483300

~~THIS ADDENDUM to the Agreement dated 6th May, 2008 is made and~~
executed at Gurgaon on this day of December, 2009

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED a 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 Managing Director, Mr. Amit Gupta duly authorized vide a Board Resolution dated 25th November, 2009 herein after referred to as "ORRIS" of the **ONE PART.**

AND

M/s. Incense Properties Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi through its Authorised signatory Mr. Vijay Gupta duly authorized vide a Board Resolution dated 25th November, 2009 hereinafter referred to as the "Land Owner" of the **OTHER PART.**

For ORRIS INFRASTRUCTURE PVT. LTD.

Managing Director

Incense Properties Pvt. Ltd.

Authorised Signatory

प्रलेख नः 17348

Sr. No. 22983/1

Amount 50,000/- = 100

Purpose/Use Aff

L. No.
S.V. 3/04

27 NOV 2009

दिनांक 11/12/2009

डीड का नाम AGREEMENT	डीड संबंधी विवरण RAM SARUP (STAMP VENDOR) PANCHAYAT BHAIRAV, Opp. SHERAT NEAR DISTT. COURT, GILGAON (H.N.)
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर स्थित हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Manjeet Singh, Adv.

यह प्रलेख आज दिनांक 11/12/2009 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी. M/s. Orris-
Infrastructures Pvt. Ltd. श्री/श्रीमती/कुमारी निवासी GF-16, Arunachal Building, Barakhamba Road, N.Delhi द्वारा पंजीकरण हेतु
प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s. Orris Infrastructure Pvt. Ltd. श्री/श्रीमती/कुमारी Amit Gupta (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Manjeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खाने ने मेरे समक्ष पेशकर्ता
को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Manjeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
व श्री/श्रीमती/कुमारी Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehri Singh निवासी 1157, Sec-15, Sonapat ने की।
साक्षी नः 1 को हम नम्बरदार/अधिकारता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 11/12/2009

उप/संयुक्त पंजीयन अधिकारी
गुडगावा



हरियाणा HARYANA

C 483299

The expression Orris and Land owner wherever occur in this Addendum 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 "the Parties" and individually as "the Party".

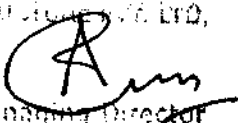
WHEREAS ~~the Orris and the Land Owner have entered into an Agreement dated 6th May, 2008 duly Registered with Sub Registrar Gurgaon as Document No. 3330 Book No. 1 Volume No. 9753 at page No. 140 and pasted at page Nos. 52 to 53 in the Addl. Book no. 1 Volume No. 832 Dated 06-05-2008 (herein after referred to as the said Agreement) for development of a Colony on land measuring 11.828 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");~~

AND WHEREAS there is some ambiguity in ~~the terms~~ of the said Agreement and the parties are desirous of removing the ambiguity by clarifying and amending the same.

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

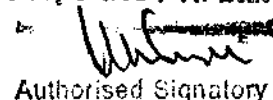
NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

Incense Properties Pvt. Ltd.,


Managing Director

2

Incense Properties Pvt. Ltd.


Authorised Signatory

Reg. No. 17348 Reg. Year 2009-2010

Book No. 1

Sr. No. 3283/2

Amount

Purpose/Use



पेशकर्ता

दावेदार

गवाह

पेशकर्ता

Amit Gupta

दावेदार

thru:- Vijay Gupta

गवाह 1:- Manjeet Singh

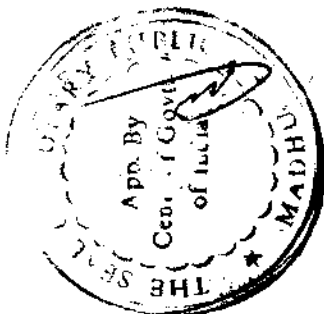
गवाह 2:- Jitender Singh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17348 आज दिनांक 11/12/2009 को बही नं: 1 जिल्द नं: 11,163 के पृष्ठ नं: 51 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नं: 904 के पृष्ठ सख्या 29 से 30 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 11/12/2009

उप/सहायक संचायन अधिकारी
गुडगांव



1. That ORRIS shall have absolute discretion with full authority and power market/sell the FSI and/or the development including the plotted area, group housing, commercial area and other facilities and amenities as is available to the said colony and receive the Security Deposit and/or entire sale consideration in its own name and/or in the name of its nominee or assignee and derive all profits and benefits therefrom.
2. That after receipt of the Licence the entitlement of Land Owner in plotted area or the part of built up area as the case may be shall vest in favour of Orris at prevailing circle rate and the Land Owner shall be bound to get the said land or parts thereof transferred in the name of the Developer or its nominee at the consideration as may be settled by the Orris and on the receipt of the said consideration by Orris in its own name from such nominee the sale transaction shall stand complete and the transferee/nominee shall stand fully discharged of its obligation towards the Land Owner.
3. ~~This addendum is complementary to Agreement Dated 6th May, 2008 and is intended to expand the power/authority of Orris and in no way shall be construed to modify, curtail or bridge the same.~~
4. ~~That all other terms and conditions of the Agreement dated 6th May, 2008 shall remain unchanged.~~
5. This Addendum shall form an integral part of the Agreement dated 6th May, 2008 executed between the parties.

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

[Signature]
Managing Director

SIGNED AND DELIVERED by the
Within named ORRIS
Incense Properties Pvt. Ltd.

[Signature]
SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESS

(2) *[Signature]*
JITENDER SINGH
S/o Sh. KETAR SINGH
1157 Sector - 15
Gurgaon

ATTESTED TRUE COPY
Notary Public
OF NOTARY PUBLIC
Delhi
Notary Public
Mandir Singh

(1) MANDIR SINGH

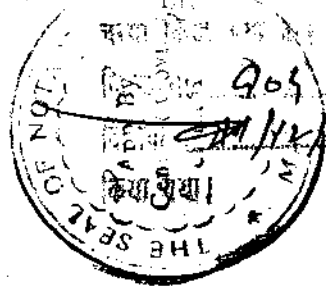
परीक्षा नं० 17348 अति बही नं० 1

लिपि नं० 1163 पृष्ठ नं० 51 प

समय दिनांक 11/12/20 पृष्ठ नं० 28.20

दिनांक 11/12/20 को दर्ज रजिस्ट्रार

किया गया।



संयुक्त-समय रजिस्ट्रार
गुरु गोबिंद

SPECIAL
ADHESIVE

SPECIAL
ADHESIVE

RAJAT SINGH
SEAL
THE NOTARY

30 MAR 2011

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

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

BETWEEN

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

AND

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

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

Incense Properties Pvt. Ltd.

[Signature]
Authorized Signatory

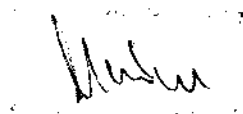
For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
Authorized Signatory

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

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 duly registered as document no. 3305, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1, Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon, Addendum Dated 4th December, 2007 and Addendum Dated 6th May, 2008 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 7.06 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 1 Kanal 0 Marla bearing Rect. No. 19, Kila No. 13/1(8-16) up to the extent of 1/9 share which comes to 1 Kanal 0 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 1 Kanal ½ 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 41/2686 share which comes to 1 Kanal 0 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



FOR ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

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

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

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 1 Kanal 0 Marla bearing Rect. No. 19, Kila No. 13/1(8-16) up to the extent of 1/9 share which comes to 1 Kanal 0 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 1 Kanal ½ 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 41/2686 share which comes to 1 Kanal 0 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 24th October, 2007 and

Incense Properties Pvt. Ltd.

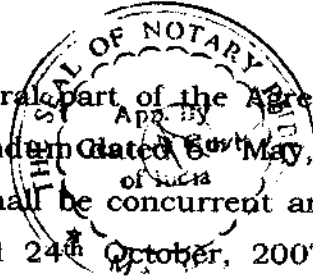
Authorized Signatory

FOR ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

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



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


SIGNED AND DELIVERED by the
Within named ORRIS

SIGNED AND DELIVERED by the
Within named LAND OWNER

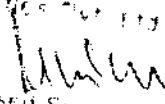
WITNESSES:

1.

For ORRIS INFRASTRUCTURE PVT. LTD.

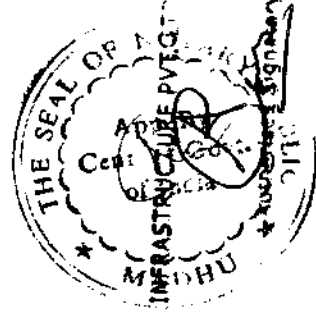

Authorised Signatory

2.

Incense Properties Pvt. Ltd.

Authorised Signatory

SCHEDULE-A				M/s INCENSE PROPERTIES - Addendum to Agreement, Dated 24 October 2007	
Sr. No.	Sr. Reg. No.	VILLAGE	TOTAL AREA KANAL MARLA	VASIKA NO.	MUTATION NO.
1	135/215	Hayatpur	45	10	12972
2	169/312		4	7	27725
3	170/313		4	0	27740
4	171/314		2	18	27741
5	217/403	Hayatpur	1	0.5	1327
			56	35.5	
		TOTAL	57	15.5	
			7.221	ACRE	

Rectangle No. 18, Killa No 12/1/1/1 (2-0), 12/2/1/1 (4-4), 9/2 (0-9), 10/3 (1-1); RECT No. 21, Killa No 25/4/2 (0-3), Total (8-7), Salam, Measuring 8 Kanal 7 Marla; RECT. No. 27, Killa No. 2/2 (4-0), Salam, Measuring 4 Kanal 0 marla; RECT No 18 Killa No. 12/1/1/2 (0-9), 12/2/1/2 (0-16), Total (1-7), Salam, measuring 1 Kanal 7 Marla; RECT. No. 27, Killa No. 10/2 (3-16), 11 (8-0), RECT. No. 28, Killa No. 15 (8-0), 16 (8-0), Total (27-16), Salam, Measuring 27 Kanal 16 Marla; RECT. No. 27, Killa No 2/1 (4-0), Salam, Measuring 4 Kanal 0 Marla, Total Measuring 45 Kanal 10 Marla
RECT. No. 19 Killa No. 16/2/2/1/2 (0-16), 17 (8-0), 24 (8-0), 25 (8-0); RECT. No. 20 Killa No 19/2 (6-13), 20 (8-0) total 39 Kanal 9 Marla, share 1/9, Total Measuring 4 Kanal 7 Marla
RECT. No. 27, Killa No. 3/4 (4-0), Salam, Total Measuring 4 Kanal 0 Marla
RECT. No. 20, Killa No. 11 (2-18), FIELD 1, Salam, Total Measuring 2 Kanal 13 Marla
RECT. No. 55, Killa No 5 (8-0), RECT. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 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 Killa No 25/2 (3-16), Total (67-3), Share 41/2686, Measuring 1 Kanal 0.5 Marla; FIELD 10, Total Measuring 1 Kanal 0.5 Marla



APPEARED TRUE COPY
FOR ORRIS INFRASTRUCTURE PVT. LTD.

Notary Public Delhi

Incense Properties Pvt. Ltd.

[Signature]
Authorized Signatory

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 396710

AGREEMENT

This Agreement is made at _____ on this 25 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 Amit Gupta after referred to as ORRIS of the ONE PART.

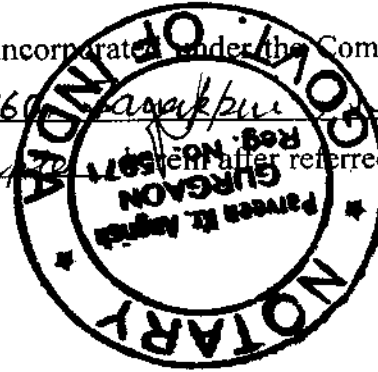
AND

Merlin Land & Housing 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 Vijay Gupta duly
Merlin Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
Director

[Signature]
DIRECTOR



authorized vide a Board Resolution dated 11/9/07 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 6 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.

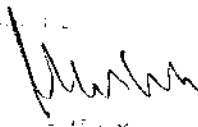
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 6 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with 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:-

Witnessed and signed by



Witnessed and signed by



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. 78,00,000 per Acre instead of the plotted area and upon such payment, the entire 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.

Merlin Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

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

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

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

(i) Cheque No 017729 dated 24/10/07 amount 30,00,000/- drawn on UTI BANK, GURGAON.

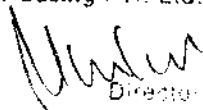
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(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/contractor at the absolute discretion of Orris.

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

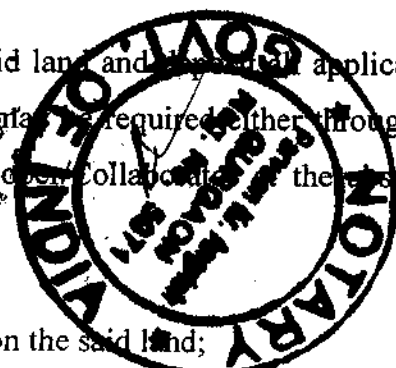
(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Merlin Land & Housing 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 AMIT GUPTA son of Sh. Vijay Gupta resident of C-3/260, JANAK PURI, 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

Merlin Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.


Director


DIRECTOR

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

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

Merin Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

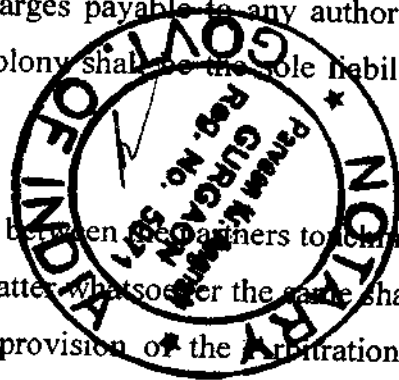
10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto 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.

Merlin Land & Housing 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 For ORRIS INFRASTRUCTURE PVT. LTD.
within named ORRIS

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the Merlin Land & Housing Pvt. Ltd.
within named LAND OWNER

Drafted by
[Signature]
H.D. PATHAK

WITNESSES:

1. *[Signature]*
H.D. PATHAK & S.D. Pathak

Shyam Nagar - PALWAL - 121102.

2. *[Signature]*

KIRAN CHOWDHURY
S/O Sh. A.N. CHOWDHURY,
A-249 (FF), Mayfield garden
BLOSSAM - I
GURGAON
Haryana



[Signature]
S/O. M.R. Chakrabarti.

24/04/2014 DDA Plot
Kallargi Dillu

ATTESTED TO BE TRUE COPY

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

		SHEDULE-A		MERLIN LAND & HOUSING		
Sr.Reg.N o.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
		KANAL	MARLA			
121/193	Hayatpur	3	17	7334	1846	RECT.No.17,Kila No.7(8-0),14(8-0),23(7-12),41(2-17),16(2(3-12),17(8-0),18(8-0),8(7-14),13(8-0),24(8-0),25(1(1-0), Total (70-15), 77/1415 Share, FIELD 11, Total Measuring 3 Kanal 17 Marla
122/194	Hayatpur	7	11	7205	1848	RECT.No.29,Kila No.8(7-11). Salam, FIELD 1, Total Measuring 7 Kanal 11 Marla
123/195	Hayatpur	3	7	7234	1847	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); 67/814 Share, FIELD 7, Total Measuring 3 Kanal 7 Marla
124/196	Hayatpur	4	0	7333	1838	RECT.No.63,Kila No.22(8-0);RECT.No.66,Kila No.2(8-0),9(8-0),12(8-0), Total (32-0), 80/640 Share, FIELD 4, Total Measuring 4 Kanal 0 Marla
130/209	Hayatpur	6	6	20865	2059	RECT.No.63,Kila No.22(8-0);RECT.No.66,Kila No.2(8-0),9(8-0),12(8-0), Total (32-0), Share 19/96; FIELD 4, Total Measuring 6 Kanal 6 Marla
131/210	Hayatpur	4	0	23214		RECT.No.22,Kila No.7(2-7),26(0-8),14(8-0),13(2(5-4),15(5-19),16(8-0),17(6-14),8(5-11),9,(7-1),13(1(0-13), Total (49-17), Share 80/1034; FIELD 10, Total Measuring 4 Kanal 0 Marla
		27	41			
	TOTAL	29	1			
		3.63 ACRE				

REGISTRATION
GURGAON
Haryana
110006

19357

27/12



Handwritten signature and initials.

2007

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3310

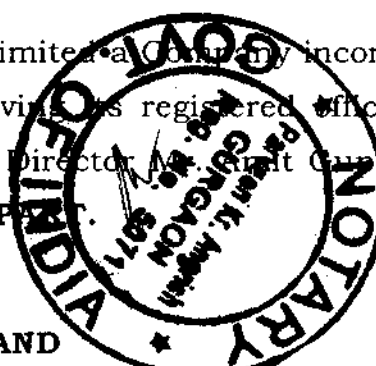
ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th 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. Merlin 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.**

Merlin Land & Housing Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
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 25th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 6 (six) acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur, 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 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

Merlin 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 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. That due to typographical error the total land has been mentioned as 6 acres instead of 3.63 acres in the said Agreement. The total land be read as 3.63 Acres instead of 6 Acres as mentioned in the said Agreement for all purposes. The land is more fully described in "Schedule-A" attached here with.
5. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
6. That all other terms and conditions of the Agreement dated 25th October, 2007 shall remain the same and in force.
7. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 executed between the parties and shall be

Merlin Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

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.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS.

Merlin Land & Housing Pvt. Ltd

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

[Signature]
H.D. PATHAK s/o Sh. D. Pathak
Shyam Nagar PACHWAH-121102

2.



[Signature]

ATTESTED TO BE TRUE COPY

Deebak Chakrabarty

Sh. M. R. Chakrabarty

24/11/2007 A flat Kalkaji
Delhi

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

Drafted by

[Signature]

H.D. PATHAK Adv.

		SHEDULE-A		MERLIN LAND & HOUSING			
Sr.Reg.N o.	VILLAGE	TOTAL AREA		VASIKA NO.	MUTATION NO.	LAND DETAILS	
		KANAL	MARLA				
121/193	Hayatpur	3	17	7334	1846	RECT.No.17,Kila No.7(8-0),14(8-0),23(7-12),4/1(2-17),16/2(3-12),17(8-0),18(8-0),8(7-14),13(8-0),24(8-0),25/1(1-0), Total (70-15), 77/1415 Share, FIELD 11, Total Measuring 3 Kanal 17 Marla	
122/194	Hayatpur	7	11	7205	1848	RECT.No.29,Kila No.8(7-11), Salam, FIELD 1, Total Measuring 7 Kanal 11 Marla	
123/195	Hayatpur	3	7	7234	1847	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); 67/814 Share, FIELD 7, Total Measuring 3 Kanal 7 Marla	
124/196	Hayatpur	4	0	7333	1838	RECT.No.62,Kila No.22(8-0);RECT.No.66,Kila No.2(8-0),9(8-0),12(8-0), Total (32-0), Share 19/96; FIELD 4, Total Measuring 4 Kanal 0 Marla	
130/209	Hayatpur	6	6	20865	2059	RECT.No.63,Kila No.2(8-0);RECT.No.66,Kila No.2(8-0),9(8-0),12(8-0), Total (32-0), Share 19/96; FIELD 4, Total Measuring 6 Kanal 6 Marla	
131/210	Hayatpur	4	0	23214	2058	RECT.No.62,Kila No.7(2(3-16),14(8-0),15(5-19),16(8-0),17(6-14),18(5-11),19(1(3-16), Total (49-17), Share 80/1034; FIELD 10, Total Measuring 4 Kanal 0 Marla	
		27	41				
	TOTAL	29	1				
		3.63 ACRE					

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR



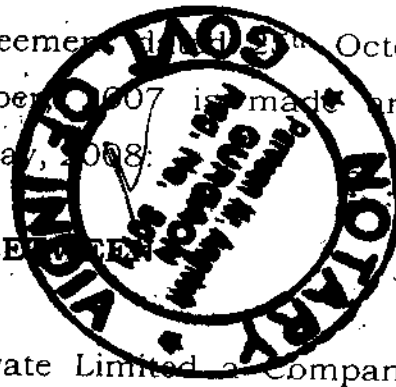
हरियाणा HARYANA

A 307337

Ind ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 and Addendum dated 4th December, 2007 is made and executed at Gurgaon on this 6th day of May, 2008.

BEFORE



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.**

Merlin Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

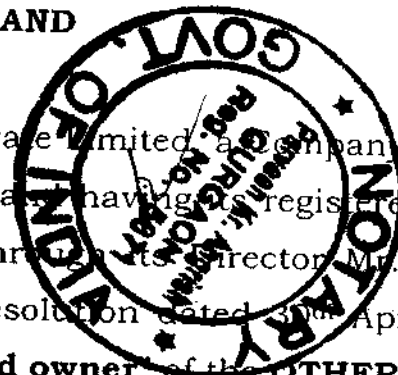


हरियाणा HARYANA

A 307338

AND

M/s. Merlin 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.**



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 25th October, 2007 and Addendum thereto dated 4th December,

Merlin Land & Housing Private Limited

[Signature]
DIRECTOR

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

2007 (herein after jointly referred to as the said Agreements) for development of a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on land measuring 3.63 acres (approx.) and as detailed in the said Agreements situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land") and as per the schedule "A" attached to the addendum dated 4th December, 2007;

AND WHEREAS part of the said land total admeasuring 10 Kanal 6 Marla bearing Rect. No. 63 Kila No. 22(8-0); Rect. No. 66 Kila No. 2(8-0), Killa No. 9(8-0), Killa No. 12(8-0) total 32 Kanal 0 Marla, share 31/96 Field 4 total measuring 10 Kanal 6 Marla has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 10 Kanal 10 Marla bearing Rect. No. 27 Kila No. 23/1 (2-19), Salam; Rect. No. 27 Kila No. 9(7-13), Salam, Field 2 total measuring 10 Kanal 10 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 29th January, 2008 and registered as document no. 27747, Book No. 1, Vol. No. 9733 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 Addendum dated 4th December, 2007 and have agreed on the terms of the said Addendum as hereinafter stated:

Merlin Land & Housing Pvt. Ltd.


Director



3510

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land total admeasuring 10 Kanal 6 Marla bearing Rect. No. 63 Kila No. 22(8-0); Rect. No. 66 Kila No. 2(8-0), Killa No. 9(8-0), Killa No. 12(8-0) total 32 Kanal 0 Marla, share 31/96 Field 4 total measuring 10 Kanal 6 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 10 Kanal 10 Marla bearing Rect. No. 27 Kila No. 23/1 (2-19), Salam; Rect. No. 27 Kila No. 9(7-11), Salam, Field 2 total measuring 10 Kanal 10 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 25th 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 25th 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 25th October, 2007 and Addendum dated 4th December, 2007 executed between the parties and shall be concurrent and

Merlin Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

co-terminus with the Agreement dated 25th October, 2007 and
Addendum dated 4th December, 2007.

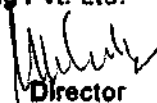
**IN WITNESS WHEREOF the parties have executed this Addendum
on the day, month and year first above written in the presence of
witnesses:**

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Merlin Land & Housing Pvt. Ltd.

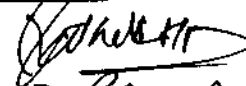

Director

SIGNED AND DELIVERED by the
Within named LAND OWNER


*Drafted by
Deeepak H.D.
H.D. PATHAK Adv.*

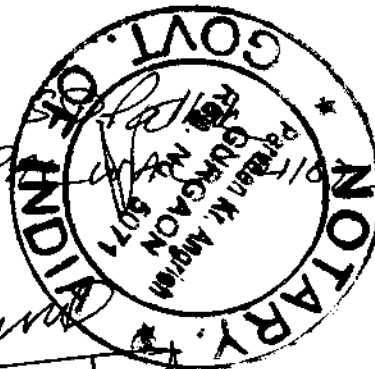
WITNESSES:

1.



H.D. PATHAK
Shyam Vagar

2.


Deeepak Chakrabarty
Sash. M. R. Chakrabarty



ATTESTED TO BE TRUE COPY


ADVOCATE & NOTARY
DIST. GURGAON (Haryana) India

Sr.Reg.N o.	VILLAGE	SHEDULE-A		MERLIN LAND & HOUSING		(Ind Addendum)	
		TOTAL AREA	KANAL	MARLA	VASIKA NO.	MUTATION NO.	LAND DETAILS
121/193	Hayatpur	3	17		7334	1846	RECT.No.17,Kila No.7(8-0),14(8-0),23(7-12),41(2-17),16/2(3-12),17(8-0),18(8-0),8(7-14),13(8-0),24(8-0),25/1(1-0), Total (70-15), 77/1415 Share, FIELD 11, Total Measuring 3 Kanal 17 Marla
122/194	Hayatpur	7	11		7205	1848	RECT.No.29,Kila No.8(7-11), Salam, FIELD 1, Total Measuring 7 Kanal 11 Marla
123/195	Hayatpur	3	7		7234	1847	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); 67/814 Share, FIELD 7, Total Measuring 3 Kanal 7 Marla
131/210	Hayatpur	4	0		23214	2058	RECT.No.22,Kila No.7(2-7),26(0-8),14(8-0),13/2(5-4),15(5-19),16(8-0),17(6-14),8(5-11),9,(7-1),13/1(0-13), Total (49-17), Share 80/1034; FIELD 10, Total Measuring 4 Kanal 0 Marla
	Hayatpur	10	10				Rect. No. 27 Kila No. 23/1 (2-19), Salam; Rect. No. 27 Kila No. 9(7-11), Salam, Field 2 total measuring 10 Kanal 10 Marla
		27	45				
	TOTAL	29					
		3.656	ACRE				



For Office Construction Pvt. Ltd

[Signature]

20/07/2017

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SPECIAL
ADHESIVE

ORRIS INFRA

TEXT INT

21452

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007, Addendum dated 4th December, 2007, Addendum dated 6th May, 2008 and Addendum dated 4th November, 2008 is made and executed at Gurgaon on this ____ day of _____, 2011;

BETWEEN

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

AND

M/s. MERLIN LAND AND HOUSING 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. 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

For Orris Infrastructure Pvt. Ltd.

Merlin Land & Housing Pvt. Ltd.

Authorised Signatory

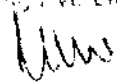
Authorised Signatory

representatives, administrator, nominees and assignees. The parties Orris and the land owner are hereinafter collectively referred to as "Parties" and individually as "the Party".

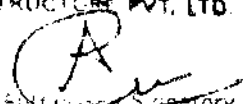
WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 duly registered as document no. 3310, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1, Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon and further Addendum, dated 4th December, 2007, dated 6th May, 2008 and dated 4th November, 2008, (hereinafter jointly referred to as the said Agreements) for development of a Colony on land measuring 3.63 acres (approx.) and as detailed in the said Agreements situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land") and as per the schedule "A" attached to the addendum dated 4th November, 2008;

AND WHEREAS part of the said land total admeasuring 3 Kanal 17 Marla bearing Rect. No. 17 Kila No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0), Kita 11, total measuring 70 Kanal 15 Marla upto the extent of 77/1415 share which comes to 3 Kanal 17 Marla situated 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 4 Kanal 0 Marla bearing Rect. No. 59 Kila No. 10(8-0) up to the extent of 8/160 share which comes to 0 Kanal 8 Marla, Rect. No. 30 Kila No. 25(7-8); Rect. No. 56, Killa No. 5(7-8), Field 2 total measuring 14 Kanal 16 Marla, up to the extent of 72/296 share which comes to 3 Kanal 12 Marla, Total Kita 4, Total Measuring 4 Kanal 0

Merlin Land & Housing Pvt. Ltd


Authorized Signatory

ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 06th August, 2010 duly registered as document no. 12752, Book No. 1, Vol. No. 9753 registered 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 7 Kanal 11 Marla bearing Rect. No. 29 Kila No. 8 (A/P) Salam which comes to 7 Kanal 11 Marla situated 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 7 Kanal 11½ 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 303/2686 share which comes to 7 Kanal 11½ Marla situated in the revenue estate of Village 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 25th October, 2007 and

MR. ...

...

FOR ORIS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

Addendum dated 4th November, 2008 and have agreed on the terms of this Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land admeasuring 3 Kanal 17 Marla bearing Rect. No. 17 Kila No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0), Kila No. 11, total measuring 70 Kanal 15 Marla upto the extent of 77/1415 share which comes to 3 Kanal 17 Marla and another part of land admeasuring 7 Kanal 11 Marla bearing Rect. No. 29, Kila No. 8 (7-11) Salam which comes to 7 Kanal 11 Marla situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That total land admeasuring 4 Kanal 0 Marla bearing Rect. No. 59 Kila No. 10(8-0) up to the extent of 8/160 share which comes to 0 Kanal 8 Marla; Rect. No. 30 Kila No. 25(7-8); Rect. No. 56, Killa No. 5(7-8), Field 2 total measuring 14 Kanal 16 Marla, up to the extent of 72/296 share which comes to 3 Kanal 12 Marla, Total Kita 4, Total Measuring 4 Kanal 0 Marla AND total land admeasuring 7 Kanal 11½ 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 303/2686 share which comes to 7 Kanal 11½ 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

Mehra Land & Housing Pvt. Ltd.

Authorised Signatory

For GRIIS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

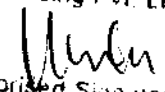
described in new "Schedule A" attached herewith to this Addendum.

3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 25th 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 25th October, 2007 and Addendum dated 4th November, 2008 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 and Addendum dated 4th November, 2008 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 2007 and Addendum dated 4th November, 2008.

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

SIGNED AND DELIVERED by the
Within named ORRIS


SIGNED AND DELIVERED by the
Within named LAND OWNER

Merlin Land & Housing Pvt. Ltd.

Authorised Signatory

WITNESSES:

1.

2.

For ORRIS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

SCHEDULE-A				Merlin Land & Housing - Addendum to Agreement, Dated 25th October 2007	
S.NO.	Sr.Reg. No.	VILLAGE	TOTAL AREA	MUTATION NO.	LAND DETAILS
			KANAL	MARLA	
1	196/365	Hayatpur	4	0	Rect. No. 59, Killa No. 10(8-0), Field 1, Total Land 8Kanal 0Marla Share 8/150 0 Kanal 8 Marla; Rect. No. 30, Killa No. 25(7-8), Rect. No. 56, Killa No. 5(7-8), Field 2, Total Land 14 kanal 16 Marla, Share 72/296, land Measuring 3 kanal 12marla . Total Land Measuring 4Kanal 0Marla.
2	176/319	Hayatpur	10	10	Rect. No. 27, Killa No. 23/1(2-19), 9(7-11), Field 2, Total Land 10Kanal 10 Marla Is Salam, Total Land Measuring 10 Kanal 10 Marla.
3	217/403	Hayatpur	7	11.5	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 (67-3), Share 303/2686, Measuring 7 Kanal 11.5 Marla, FIELD 10, Total Measuring 7 Kanal 11.5 Marla
			21	21.5	
		Total	22K	1.5M	
			2.759	Acre	

For HARRIS INFRASTRUCTURE PVT. LTD.

[Signature]
Authorised Signatory

Merlin Land & Housing Pvt. Ltd.

[Signature]
Authorised Signatory



[Signature]
Notary Public Delhi