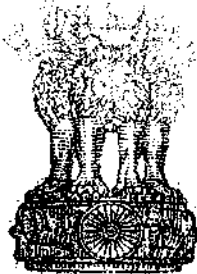


382
रु. 100



सत्यमेव जयते

ONE 382
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

80692 F 054001

COLLABORATION AGREEMENT

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

BETWEEN

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

AND

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

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

382
Narender Singh

Narender Singh

Sanjay Gupta

Sanjay Gupta

62401

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

ISHWAR SINGH
STAMP VENDOR

01 FEB 2011

प्रलेख नं: 30697

TEHSIL, GURGAON 02/02/2011

Sign

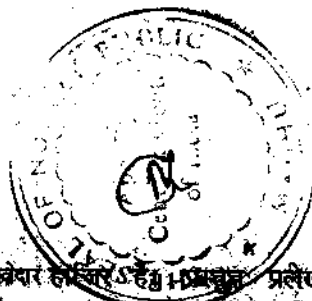
डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 19,446,875.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: C.L.Arora adv

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

Jitender
हस्ताक्षर प्रस्तुतकर्ता

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



उप/संयुक्त पंजीयन अधिकारी

गुडगावा
ABDULLA KHAN
Joint Sub Registrar
Gurgaon

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

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

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

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

दिनांक 02/02/2011

उप/संयुक्त पंजीयन अधिकारी
ABDULLA KHAN
Joint Sub Registrar
Gurgaon

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

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

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

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

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

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

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

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

1. The said Land

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

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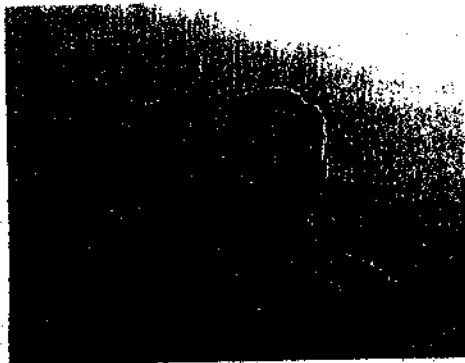
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Navinder K
Khemender Singh

Reg. No.
30697

Reg. Year
2010-2011

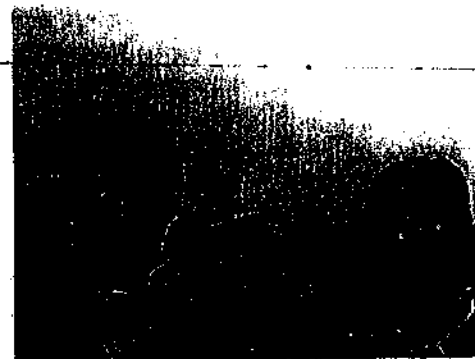
Book No.
1



पेशकर्ता



दावेदार



गवाह



पेशकर्ता
Jitender Amul

दावेदार
Jitender Amul
nder Amul

Yodvinder Yodvinder Harmender Harmender Jitender Jitender

गवाह 1:- C.L. Arora

गवाह 2:- Krishan

कृष्ण कुमार

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

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

2. Consideration

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

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

Harmandir Singh
Om
Harmandir Singh
Harmandir Singh
Harmandir Singh

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

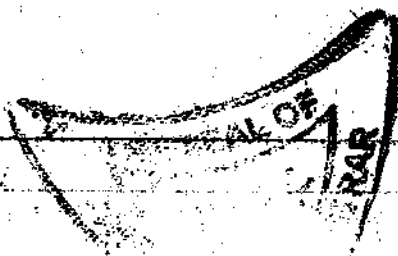
प्रमाण पत्र

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

दिनांक 02/02/2011

उप/संयुक्त रजिस्ट्रार अधिकारी

गढ़गाँवा
ABDULLA KHAN
Joint Sub Registrar
Gurgaon



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

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

3. Possession of the said Land

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

Gurinder

Harmender Singh

Harmender Singh

Yadvinder Narender

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

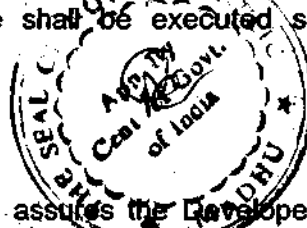
- b) The physical possession of the said Land, once handed over to the Developer, shall remain under the custody of the Developer and in the event of any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled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

4. Authorizations

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

5. Land free of charges & liens

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



[Signature]

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[Signature]
Hargender Singh

[Signature]
Narinder Singh

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

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

6. The Time frame

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

7. Transfer of License and Title of the Land

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

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

Guru

[Signature]

Harmandeep Singh

*Yashvinder
Narinder Kaur*

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

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

8. Transfer of Plotted Area

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

[Signature]

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[Signature]
Narinder Singh
Harmandeep Singh

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

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

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

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

10. Right to sell

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

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

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

Sanjay

[Signature]

Harmandeep Singh

*Yashvir Singh
Narinder Singh*

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

11. Force Majeure Conditions

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

12. Undertaking of the Land Owner

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

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

Jus

[Signature]

Harmander Singh

*Jaehinder
Narinder K*

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

[Signature]

[Signature]

[Signature]
Anand Singh

[Signature]
Naveen Kumar

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

13. Undertakings of the Developer

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

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

14. Miscellaneous

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

[Signature]

[Signature]

[Signature]
Narender Kumar

[Signature]
Harender Singh

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

Dindie

[Signature]

Yashwinder
Narinder Kumar
Hazarender Singh

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

15. Indemnifications

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

16. Registration & Additional Clearances

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

[Signature]

[Signature]

[Signature]
[Signature]
 Navender Kumar
 Araminder Singh

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

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

17. Dispute Resolution

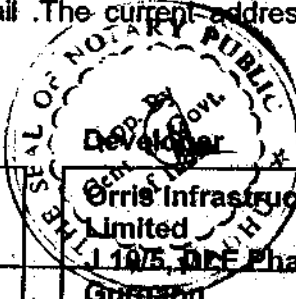
In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or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

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

18. Notices

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

Land Owner

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

[Signature]

[Signature]
[Signature]
Arumendra Singh

19. Termination

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

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[Signature]

*Induinder
Narender
Hemender Singh*

20. Complete Understanding

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

Copies of the Agreement

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

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

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

Rendler
SIGNED AND DELIVERED by
the within named

.....
LAND OWNER

ATTESTED TRUE COPY

Notary Public Delhi



Witnesses

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

(Authorised Signatory)
DEVELOPER

Jalinder
Narinder

Gurpreet
Sharma

KRISHAN S.O. KHERRAM

R/o vill. HAYATPUR PH 4

Dist. Gurgaon

Heemanta Singh



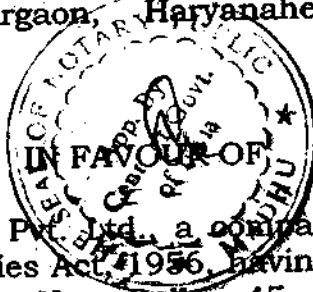
हरियाणा HARYANA

SPECIAL POWER OF ATTORNEY

H 635692

30697

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



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

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

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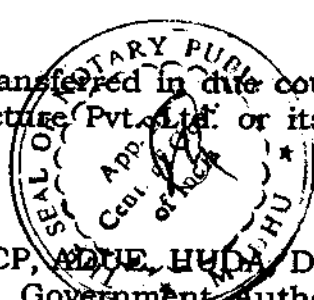
Jitender

Narender

Harmender & Singh

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

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

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

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

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[Signature]

*Julimel
Narinder
Ramesh Singh*

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

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

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

EXECUTANT/S

Witnesses :

1.

CLARORA
Advocate
Distt. Courts, GURGAON

2.



Yalinder

Narinder

Indu

[Signature]

Attest

Harinder Singh

[Signature]
AC 12 9
2/2/11

ATTESTED TRUE COPY
Notary Public Delhi



हरियाणा HARYANA

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as "the Agreement") is made at Gurgaon, Haryana on this 22nd day of May, 2012

BETWEEN

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

AND

Birender Singh sons of Sh. Prahlad son of Sh. Rati Ram resident of Village-Hayatpur, Tehsil & District- Gurgaon, Haryana

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

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

[Signature]

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11689. Oris Inps Structure Pt 1/2

प्रलेख नः 4610

दिनांक 22/05/2012

डीड संबंधी विवरण		VIKAS SHARMA
डीड का नाम AGREEMENT		
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर	- 5 MAY 2012
भवन का विवरण		Stamp Vendor, Gurgaon
भूमि का विवरण		
धन संबंधी विवरण		
राशि 5,687,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये	
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये
रूपये		

Drafted By: M K Chauhan Adv

यह प्रलेख आज दिनांक 22/05/2012 दिन मंगलवार समय 12:36:00PM बजे श्री/श्रीमती/कुमारी Birender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Prahlad निवासी Vill Hayatpur द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Birender Singh

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त पेशकर्ताव श्री/श्रीमती/कुमारी Jitender Singh दख्खरहाजिर 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 M k Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurgaon व श्री/श्रीमती/कुमारी S.C Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv gurgaon ने की।

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

दिनांक 22/05/2012



उप/संयुक्त पंजीयन अधिकारी
गुडगावा

WHEREAS the Land Owner has represented that the said Land Owner- Prakash is the absolute Owner and in physical possession of land falling in Khewat No. 151/109, Khata No. 176, Mustil No. 58, Killa No. 4/1 (4-0), Kita 1 land measuring 4 Kanal 0 Marla upto the extend of 13/464 which is 0 Kanal 2 Marla, Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18) Kita 2 land measuring 10 Kanal 10 Marla upto the extent of 80/290 share which is 2 Kanal 18 Marla vide jamabandi year 2004-2005, Release Deed Mutation No. 2095 sanctioned on 28/07/2010, situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.

Land Owner- Birender Singh is the absolute Owner and in physical possession of land falling in Khewat No. 151/109, Khata No. 176, Mustil No. 58, Killa No. 4/1 (4-0), Kita 1 land measuring 4 Kanal 0 Marla upto the extend of 55/80 which is 2 Kanal 15 Marla, Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18) Kita 2 land measuring 10 Kanal 10 Marla upto the extent of 200/290 share which is 7 Kanal 5 Marla vide jamabandi year 2004-2005, Release Deed Mutation No. 2095 sanctioned on 28/07/2010, situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.

Total land admeasuring 10 Kanal 0 Marla falling in aforesaid Khewat / Khata No. hereinafter referred to as "the said Land".

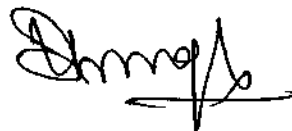
AND WHEREAS the shares of the said Land of the Land Owner are by way of Jamabandi for the year 2004-05 of the revenue estate of Hayatpur. The revenue records of said Khasra Nos. are attached herewith as Annexure I and the revenue plan, with demarcation of the said Land therein, is attached herewith as Annexure II. The Land Owner has represented that the said Land Owner have un-impeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or any encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the state of Haryana without any impediment of any nature.

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

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

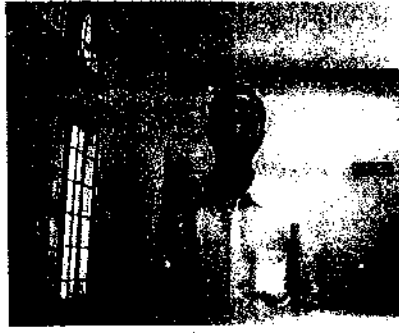
AND WHEREAS the Land Owner is now desirous of utilizing the said Land for construction of a Residential Project but have financial constraints and also lack expertise in the development / construction thereof and have accordingly approached the Developer with a proposal of collaboration, wherein the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

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





पेशकर्ता




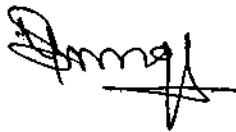






दावेदार

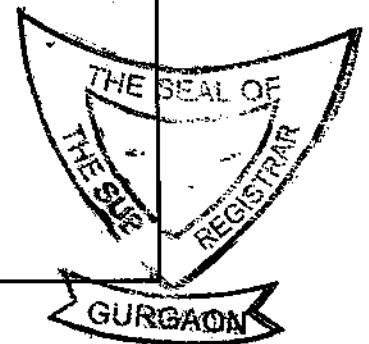


गवाह



उप /संयुक्त पंजीयन अधिकारी

पेशकर्ता	Birender Singh		
दावेदार	Jitender Singh		
गवाह	M k Chauhan		
गवाह	S.C Arora		



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

1. The said Land

- a) Land Owner- Prakash is the absolute Owner and in physical possession of land falling in Khewat No. 151/109, Khata No. 176, Mustil No. 58, Killa No. 4/1 (4-0), Kita 1 land measuring 4 Kanal 0 Marla upto the extend of 13/464 which is 0 Kanal 2 Marla, Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18) Kita 2 land measuring 10 Kanal 10 Marla upto the extent of 80/290 share which is 2 Kanal 18 Marla vide jamabandi year 2004-2005, Release Deed Mutation No. 2095 sanctioned on 28/07/2010 situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.

Land Owner- Birender Singh is the absolute Owner and in physical possession of land falling in Khewat No. 151/109, Khata No. 176, Mustil No. 58, Killa No. 4/1 (4-0), Kita 1 land measuring 4 Kanal 0 Marla upto the extend of 55/80 which is 2 Kanal 15 Marla, Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18) Kita 2 land measuring 10 Kanal 10 Marla upto the extent of 200/290 share which is 7 Kanal 5 Marla vide jamabandi year 2004-2005, Release Deed Mutation No. 2095 sanctioned on 28/07/2010, situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.

Total land admeasuring 10 Kanal 0 Marla falling in aforesaid Khewat / Khata No. hereinafter referred to as "the said Land" and the said Land has been more particularly demarcated and marked in the revenue plan attached herewith as Annexure II.

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

2. Consideration

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,610 आज दिनांक 22/05/2012 को बही न: 1 जिल्द न: 13,000 के पृष्ठ न: 145 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,138 के पृष्ठ सख्या 20 से 21 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 22/05/2012

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा



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

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

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

- b) The Developer accordingly has therefore agreed to pay a total sum of Rs. 56,87,500/- (Rupees Fifty Six Lacs Eighty Seven Thousands Five Hundred Only) to the Land Owner, the Developer hereby pays Rs. 56,87,500/- (Rupees Fifty Six Lacs Eighty Seven Thousands Five Hundred Only) on the date of Collaboration Agreement, in the following manner:

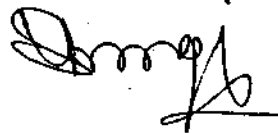
- (i) ~~Cheque No. 461647, Dated- 22/05/2012 drawn on Axis Bank Ltd., Sector - 14, Gurgaon - 122001, for Rs. 13,12,500/- (Rupees Thirteen Lacs Twelve Thousands Five Hundred Only) in favour of Prakash.~~
- (ii) Cheque No. 461646, Dated- 22/05/2012 drawn on Axis Bank Ltd., Sector - 14, Gurgaon - 122001, for Rs. 43,75,000/- (Rupees Forty Three Lacs Seventy Five Thousands Only) in favour of Birender Singh.

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

3. Possession of the said Land

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

4. Authorizations



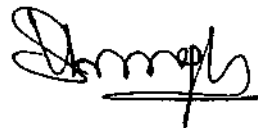
The Land Owner undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Land Owner hereby authorize the Developer to submit all such applications and to follow up on his/ her/ their/ it's behalf with Director,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

5. Land free of charges & liens

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

6. The Time frame

- a) The Developer shall commence the work of filing applications with the competent authorities for land use conversions, licences etc. at its own discretion from the date when the Land becomes licensable as per the existing norms subject to due diligence to be carried out by the Developer.
- b) The Developer has represented that subject to the Force Majeure conditions recorded hereunder, the possession of the allotted areas to the Land Owner shall be offered, at the discretion of the Developer anywhere in the entire Licensable land irrespective of the fact that his/her/their/it's so allotted area does not fall



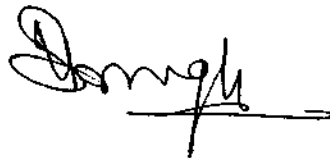
under the said Land, within a period of 30 months from the date of transfer of the said Land and Licence, which ever is later, in favour of the Developer. In the event of any delay in completion of the allotted areas due to any reasons attributable to the Land Owner, including non performance of any of their obligations under this Agreement or due to any misrepresentation by the Land Owner or due to reasons beyond the reasonable control of the Developer, then in that event the said period of delay shall be excluded from the aforesaid period. Further, the Land Owner hereby agrees to allow grace period for the handing over of possession of the allotted areas. However, if the Developer fails to allot the hereinafter allotted area in shape of plot/s to the Land Owner as per this Collaboration Agreement within the time framework or within the extended period thereof, then in that case the Developer shall be liable to pay an amount by way of damages to compensate the Land Owner for such delay, at the quarterly rate of Rs. 20/- (Rupees Twenty Only) per square yards per quarter to be calculated on the area liable to be allotted to the Land Owner by the Developer i.e., at the rate of 1250 square yard per acre.

7. Transfer of License and Title of the Land

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

8. Transfer of Plotted Area

- a) The Developer shall have the right, including but not limited, to, to develop, construct & market the Residential building/s on the said Land, including it's own land, if any, and the land of other land owners as it may acquire or collaborate for, receiving all the required permissions, conversions, Licenses, sanctions,

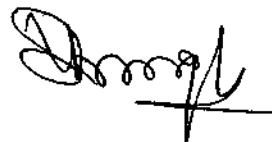


clearances, etc. from the competent authorities and getting the sale deed(s) executed and registered in respect of the said Land in its favour, at its own costs. It is hereby clarified that the Land Owner shall not be liable to incur any costs, investments or expenses for obtaining any permissions and/or licenses & sanctions.

- b) The layout, design and specifications for the development / construction of the building(s) on the said Land shall be decided at the sole discretion of the Developer and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- c) The Developer on sanction of the Building plans for the Residential Project and transfer of Licence/ title of said land as mentioned in clause 7 above shall allot, to the Land Owner, Plotted Area equivalent to 1250 sq. yards per Acre (One Thousand Two Hundred and Fifty square yards per Acre) of the Area that may be achieved on the licensable area of the said Land, (herein after referred to as the said allotted area). It is clearly understood between the parties that the Developer at its own discretion shall allot the aforesaid area anywhere in the entire Licencable land irrespective of the fact that his/her/their/it's so allotted does not fall in the said Land. The Developer shall allot the aforesaid allotted area to the Land Owner but prior thereto the Land Owner shall execute the Sale Deeds of whole of their land in favour of the Developer as mentioned in clause 7 of this Agreement. It is clearly understood by the Land Owner that the Conveyance Deed, Stamp Duty, Registration Charges alongwith other incidental expenses shall be paid by the Land Owner for the said allotted area.
- d) The aforesaid allotments shall be subject to refund/payment by the Land Owner to the Developer at the time of signing of the Residential Buyers Agreement, a sum equivalent to the amount of the Refundable Deposit paid by the Developer to the Land Owner under this Agreement and the amount of sale consideration paid by the Developer to the Land Owner at the time of execution and registration of the Sale Deed of the said Land as per clause 2 hereinabove and 50% (Fifty percent) of EDC and IDC proportionately payable on the plot/s to be allotted by the Developer to the Land Owner, whereas remaining 50% (Fifty percent) of this amount will be borne by the Developer. However, this amount of EDC and IDC of the share of Land Owner will be paid at the time of allotment/possession of plot/s by the Developer. The payment of the share of EDC and IDC shall not be a condition precedent for allotment of the plots by the developer to the land owner. If some of the allotted plots are kept by the land owners themselves, even then the 50% (Fifty percent) of EDC and IDC qua those plots will be paid by the land owners.
- e) The Developer shall file, as and when required, its required statements with the competent authorities with regard to the occupants in the said buildings under the Haryana Apartment Ownership Act, 1983.

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

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



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

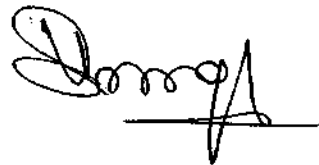
- b) In case the Land Owner fails to cure the defects in the title of the said Land as at para (a) above within a reasonable time, or in case the Land Owner is involved or engaged in any litigation whatsoever with respect to the said Land, the Developer may in its sole discretion and without prejudice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

10. Right to sell

- a) The Developer shall draft all the documentation(s), leaflets, brochures, advertisements, etc. for the sale of allotted areas which shall be including but not limited to Buyers Agreement. In case the Developer is requested by the Land Owner to market / sell the said allotted area, the Developer shall be entitled to charge the fees / expenses for the same from the Land Owner. The allocation of the allotted areas shall be made by the Developer by execution of the afore stated Buyers Agreement.
- b) The Land Owner hereby unconditionally accept & agree to execute/use the documentation drafted by the Developer, as stipulated above, for the sale/resale of the areas under its allotment subject to compliance of all regulations as may be applicable.
- c) It is agreed that within 90 days of the sanction of the Building Plans or the commencement of marketing of the constructed areas, whichever is earlier, the Developer shall demarcate the allotted areas, i.e. the areas to be allotted to the Land Owner.

11. Force Majeure Conditions

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

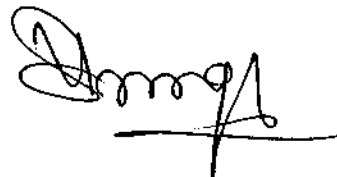


- i) Endeavor to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
- ii) Inform the Land Owner as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

12. Undertaking of the Land Owner

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

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

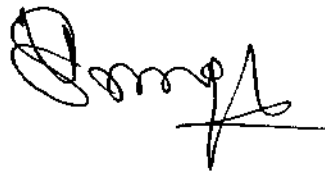


- (g) to render full assistance and cooperation to the Developer in completion of the construction works and all it's other obligations under this Agreement.
- (h) to faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- (i) to abide by the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to building(s) on the said Land and any other law that may become applicable in future with respect to the said Land or the buildings on the said Land.
- (j) to abide by the Building Plans, Design and Specifications of the construction works as may be finalized by the Developer and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- (k) that during the subsistence of this Agreement, they shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever.
- (l) that they shall not surrender, cancel, revoke, extinguish or lapse the license(s) granted under any circumstances whatsoever.
- (m) that they shall have no objection to the Developer raising finance by way of mortgage/charge on the said Land and construction works, and shall not in any manner interfere or obstruct the Developer from raising such finance and shall readily execute all documents connected with said Loan/Mortgage/Pledge provided the Developer agrees to ensure that on the date of completion/handing over of physical possession of the share of the Land Owner, the Land Owner share shall be free from all such Charges/Mortgages/Encumbrances.
- (n) that they bear and pay or reimburse the 50% (Fifty percent) of the EDC, IDC and other charges etc. in respect of the said Land that may be payable to the concerned appropriate Authority as may be charged/ levied by the Government/ Semi-Government/Local bodies.

13. Undertakings of the Developer

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

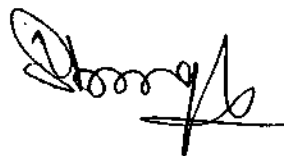
- (a) to make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.



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

14. Miscellaneous

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



other party from dealing with the Land Owner in respect of the said Land and/or development / construction works thereon.

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

15. Indemnifications

- a) The Land Owner hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions,

suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-

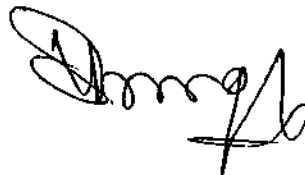
- (i) Any of the representations, statements and assurances made by the Land Owner is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.
 - (iii) Possession of the said Land getting disturbed by the Land Owner themselves or by anybody claiming under them
-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

16. Registration & Additional Clearances

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

17. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then



the same shall be referred to the arbitration of a Sole Arbitrator to be nominated by the Developer whose decision shall be binding on both the parties. The Land Owners hereby confirm that they shall have no objection to the said appointment. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be Gurgaon, Haryana. This Agreement shall be construed and interpreted by the laws of India.

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

18. Notices

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

Land Owner

--

Developer

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

19. Termination

- (a) The Parties herein agree that in terms of this Agreement, the Land Owner have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the Developer and making representations to influence the Developer to apply for Licence undertake construction works and in view of the above irrevocable steps and representations, the Developer has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the Land Owner that, under no circumstances shall they be discharged from performing and completing their obligations under this Agreement. The Land Owner further agree that they shall not have any right to rescind, terminate or defeat the purpose of this Agreement in any manner whatsoever. However, the Parties agree that in the event of the Developer not being satisfied about the title and other representations made by the Land Owner after carrying out due diligence, it shall terminate this Agreement by a written notice and the Land Owner shall be liable to refund back the entire amounts paid by the Developer under this Agreement within a period of 7 days of the said written notice, failing which the Developer shall be entitled to encash the above mentioned post dated Cheques issued by the Land Owner in favour of the Developer.

commission committed by the Land Owner, or (ii) any false representations made by the Land Owner in this Agreement or (iii) non-performance by the Land Owner of their obligations under this Agreement and the Land Owner refusing or failing to rectify such defaults within a reasonable time or within such extended time provided by the Developer within its sole discretion, even after receiving a written notice from the Developer in that regard, then in that event, the Developer shall have the sole discretion to terminate this Agreement. The Parties agree that on such termination, the Land Owner shall be liable to pay back to the Developer all considerations/ moneys refundable and non - refundable paid by the Developer to the Land Owner under this Agreement including all the expenses and the costs incurred by the Developer in pursuance of its obligations under this Agreement, besides the loss of profit, and/or damages and the Developer shall have the right to encash all the post dated Cheques that may be issued by the Land Owner.

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


20. Complete Understanding

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

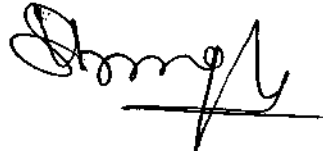
Copies of the Agreement

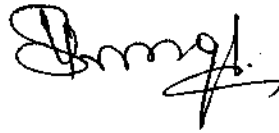
Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS 22 DAY OF May, 2012


Drafted By
Mahesh K. Chauhan
Advocate
Distt. Courts, Gurgaon

SIGNED AND DELIVERED by
the within named





.....
LAND OWNER




(Authorised Signatory)

DEVELOPER



S. C. Sharma
Advocate
District Courts, Gurgaon

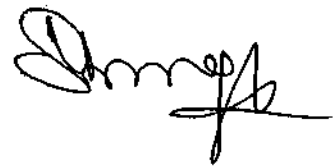
Witnesses

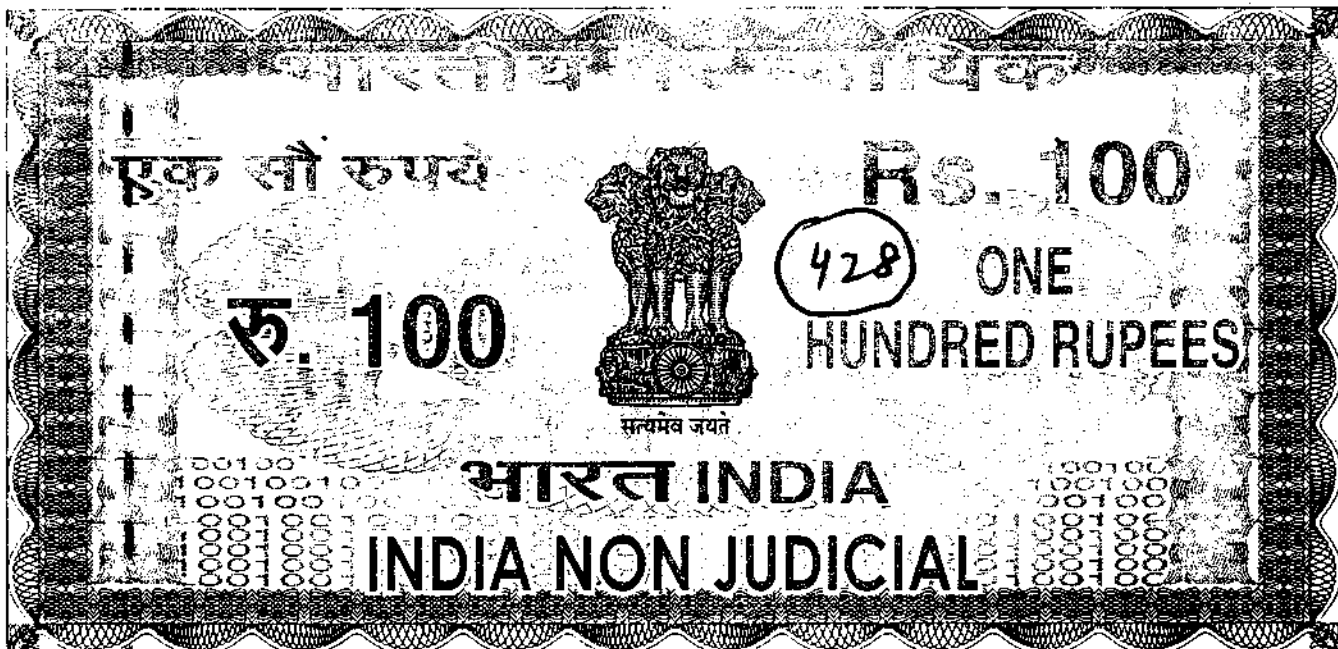
1. 
Mahesh K. Chauhan
Advocate, Gurgaon

2. _____

Note:

Corrections done in documents Page No: 1 Page No: 2 &
Schedule of Land 3 k.o.m. & Page No: 3 Page No: 1 also
Corrected & signed by the Land owner's





हरियाणा HARYANA

SPECIAL POWER OF ATTORNEY

K 395236

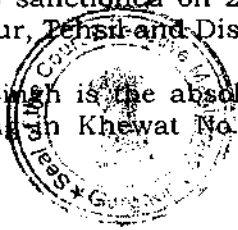
BE IT KNOWN TO ALL that ~~Sh. Birender Singh sons of Sh. Prahlad son of Sh. Rati Ram~~ resident of Village- Hayatpur, Tehsil & District- Gurgaon, Haryana (hereinafter called "the Executants").

IN FAVOUR OF

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

WHEREAS the Executants, Land Owner- ~~Prakash~~ is the absolute Owner and in physical possession of land falling in Khewat No. 151/109, Khata No. 176, Mustil No. 58, Killa No. 4/1 (4-0) Kita 1 land measuring 4 Kanal 0 Marla upto the extent of 13/464 which is 0 Kanal 2 Marla, Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18) Kita 2 land measuring 10 Kanal 10 Marla upto the extent of 80/290 share which is 2 Kanal 18 Marla vide jamabandi year 2004-2005, Release Deed Mutation No. 2095 sanctioned on 28/07/2010, situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.

Land Owner- Birender Singh is the absolute Owner and in physical possession of land falling in Khewat No. 151/109, Khata No. 176,



[Handwritten signature]

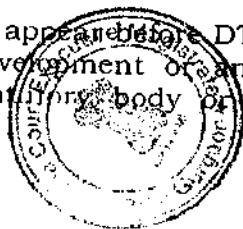
Mustil No. 58, Killa No. 4/1 (4-0), Kita 1 land measuring 4 Kanal 0 Marla upto the extend of 55/80 which is 2 Kanal 15 Marla, Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18) Kita 2 land measuring 10 Kanal 10 Marla upto the extent of 200/290 share which is 7 Kanal 5 Marla vide jamabandi year 2004-2005, Release Deed Mutation No. 2095 sanctioned on 28/07/2010, situated in the revenue estate of Hayatpur, Tehsil and District- Gurgaon, Haryana.

Total land admeasuring 10 Kanal 0 Marla falling in aforesaid Khewat / Khata No. hereinafter referred to as "the said Land".

WHEREAS the Executant has entered into a Collaboration Agreement dated 22-05-2012 with M/s Orris Infrastructure Pvt. Ltd. with respect to the said Land for development / construction on the said Land.

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

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



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

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

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

In witness whereof the Executant has signed this Deed on this 22 day of May, 2012.

Note - Correction in documents front Page Para no 14
Schedule of Land 3 km 2 signed by the
Land owner's.

EXECUTANTS

Witnesses :

Randhawa

1. Jitender Singh s/o Sh. Kishu Singh
H/o 1157 Sector - 15 Sonapat
- 2.

Amir J. Anand

Amir Kumar s/o Sh. Satbir Singh
H/o Village Dipal Pur Tal. & Dist.
Sonapat



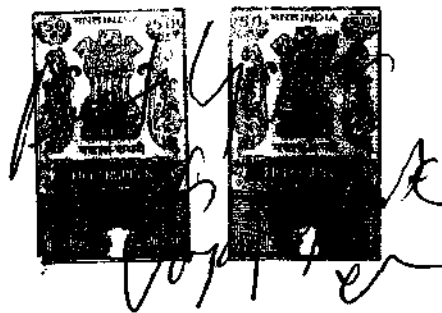
Identified by

Attested as Identified

S. C. Arora
Advocate
District Courts, Gurgaon

Executive Magistrate,
Gurgaon

22 MAY 2012



Sl. No.	24102
Amount	500/-
Purpose/Use	6/1/15
105 MAR 2013	
ANIL KUMAR Stamp Vendor Panchayat Bhawan Gurgaon (Haryana)	

28152

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this _____ day of March, 2013.

BETWEEN

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

AND

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

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land bearing Khewat/ Khata No. 307/262, Mustil No. 30, Killa No. 11/1 (4-0), 19 (8-0), 20 (8-0), Mustil No. 31, Killa No. 15 (8-0), 16/1 (1-4), Kita 5 total land measuring 29 Kanal 04 Marla up to extent of 20/584 share which comes to 1 Kanal 0

(A)

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

प्रलेख न: 28152

दिनांक 05/03/2013

<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
<u>भवन का विवरण</u>	
<u>भूमि का विवरण</u>	
<u>धन संबंधी विवरण</u>	
राशि 62,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 500.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/03/2013 दिन मंगलवार समय 3:59:00PM बजे श्री/श्रीमती/कुमारी Amit Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Vijay Gupta निवासी C-3/260, Janakpuri, New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Amit Gupta

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

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

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Jiender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehri Singh निवासी 1157, Sec-15, Sonapat ने की।
साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 05/03/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

Marla vide jamabandi year 2004-05 situated in the revenue estate of Hayatpur, Tehsil & Distt.- Gurgaon, Haryana, hereinafter referred to as "the said Land".

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

AND WHEREAS the Land Owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has only 0.125 Acres (appx.) of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

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

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

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

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



For Orris Infrastructure Pvt. Ltd.

Authorised Signatory



Reg. No.

28,152

Reg. Year

2012-2013

Book No.

1



पेशकर्ता



दावेदार



गवाह



उप / संयुक्त पंचायत अधिकारी

पेशकर्ता	Amit Gupta		
दावेदार	thru:- Manjit Singh		
गवाह	Mahesh Kr. Chauhan		
गवाह	Jiender Singh		

2012-2013

at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, the Orris shall allot in favour of the Land Owner plotted area measuring 1000 sq. yds. per Acre in any of its licensable/ project land irrespective of the fact that it's so allotted area does not fall in the said land.
4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:
 - a) At time of signing of this agreement the ORRIS has paid the amount of Rs. 5,00,000 (Rupees Five Lacs only) 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:-

S. No.	Amount (Rs.)	DD/Cheque No.	Dated.	Drawn on
1.	62,500/-	142692	05.03.2013	Axis Bank Ltd, Gurgaon



For Orris Infrastructure Pvt. Ltd.


Authorised Signatory



Reg. No. **Reg. Year** **Book No.**

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28,152 आज दिनांक 05/03/2013 को बही न: 1 जिल्द न: 13,030 के पृष्ठ न: 29 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,732 के पृष्ठ सख्या 59 से 60 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 05/03/2013


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

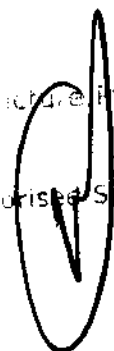


- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources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



For Orris Infrastructure Pvt. Ltd.

Authorised Signatory



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



For Orris Infrastructure Pvt. Ltd.

Authorised Signatory



8. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto till the completion of the entire project.
9. That all original document in respect of the said property are presently lying with the land owner who shall make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.
10. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities for developing the said land as a colony shall be the sole liability of Orris.
11. That Orris shall be responsible for compliance of all terms and conditions of License/ provisions of the Act of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana, Chandigarh whichever is earlier.
12. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana, Chandigarh.



For Orris Infrastructure Pvt. Ltd.

Authorised Signatory



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.

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

Dr. B. K. Saini

SIGNED AND DELIVERED by the
within named LAND OWNER

For Orris Infrastructure Pvt. Ltd.

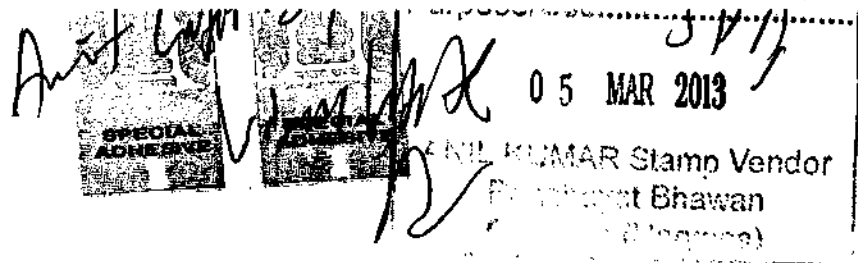
Authorised Signatory

SIGNED AND DELIVERED by the
within named ORRIS

WITNESSES:

- Ram Bore*
1. Jitender Singh S/o. Sh. Kehri Singh
R/o H.No.-1157, Sector-15, Sonapat, Haryana.

- Mahesh K. Chauhan*
2. Mahesh K. Chauhan
Advocate, Gurgaon



SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that AMIT GUPTA S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi do hereby nominate and constitute their true and lawful attorney (hereinafter called "**the Executant**").

IN FAVOUR OF

M/s Orris Infrastructure Pvt. Ltd., a company registered under the provisions of the Companies Act, 1956, having it's registered office at, RZ-D-5, Mahavir Enclave New Delhi- 45 and Corporate Office at J-10/5, DLF Phase-II, MG Road, Gurgaon, through its Authorised Signatories Sh. Sh. Manjit Singh S/o Sh. Amrik Singh, duly authorized vide Board Resolution, Dated _____ (hereinafter called "**the Attorney**").

WHEREAS the Executant is the owner of the land bearing Khewat/ Khata No. 307/262, Mustil No. 30, Killa No. 11/1 (4-0), 19 (8-0), 20 (8-0), Mustil No. 31, Killa No. 15 (8-0), 16/1 (1-4), Kita 5 total land measuring 29 Kanal 04 Marla up to extent of 20/584 share which comes to **1 Kanal 0 Marla** vide jamabandi year 2004-05 situated in the revenue estate of Hayatpur, Tehsil & Distt.- Gurgaon, Haryana, hereinafter referred to as "**the said Land**".

AND WHEREAS the Executant has entered into a Collaboration Agreement dated _____ with M/s Orris Infrastructure Pvt. Ltd. with respect to the said Land for development / construction on the said Land.

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

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



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


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

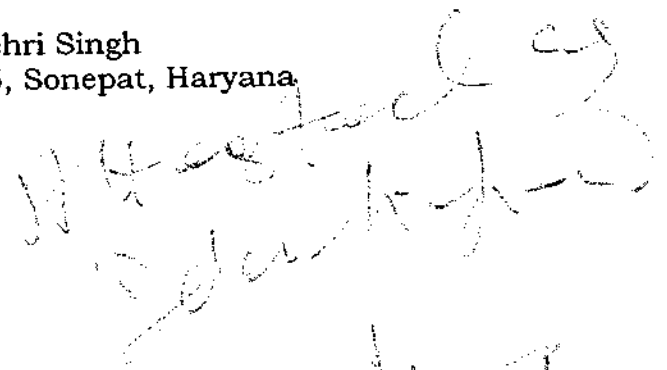

In witness whereof the Executant has signed this Deed on this _____ day of March, 2013.


EXECUTANT

Witnesses :

1. Jitender Singh S/o. Sh. Kehri Singh
R/o H.No.-1157, Sector-15, Sonapat, Haryana

2. 
Mahesh K. Chauhan
Advocate, Gurjari



हरियाणा HARYANA

B 468124

AGREEMENT

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

BETWEEN

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

Crazy Land & Housing Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-2/26a Tinkari-Devi New-Delhi-110058 through its Director VITAY Gupta duly

Crazy Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.


Director


DIRECTOR

TENDER KUMAR
STAMP VENDOR
GURGAON
14-06-2008

गुह्यपात्रं

40 250

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 18.50 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

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

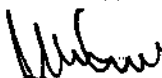
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 18.50 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

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

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

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

Crazy Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 3314 Reg. Year 2008-2009 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Amit Gupta

[Signature of Amit Gupta]

दावेदार

thru - Vijay Gupta

[Signature of Vijay Gupta]

गवाह 1: H.D. Pathak

[Signature of H.D. Pathak]

गवाह 2: Deepak Chakkarburty

[Signature of Deepak Chakkarburty]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,314 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



उपस्थित पंजीयन अधिकारी
समर्थन निस्कार

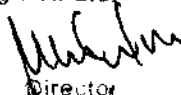
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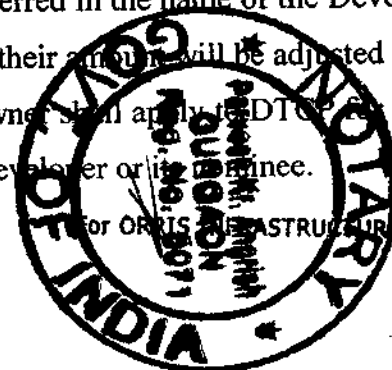
कसीका नं० 3314 अति. बही नं० 1
जिल्द नं० 9753 पृष्ठ नं० 140 पर
चिपकाई गया
जिल्द नं० 832 पृष्ठ नं० 52 से 53
दिनांक 6/5/08 को दर्ज रजिस्ट्रार
किये पया।

[Signature]
सब

1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence, at the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 30,00,000 per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Crazy 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 011718 dated 24/10/07 amount 92,50,000/- drawn on UTI Bank Gurgaon

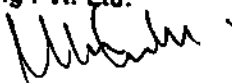
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

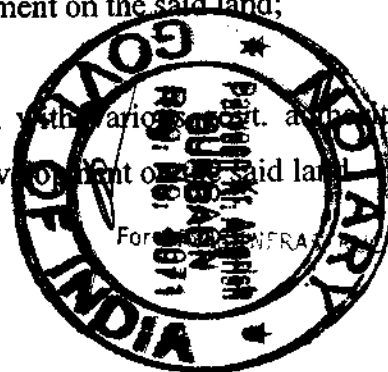
(d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.

(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

Crazy Land & Housing Pvt. Ltd.


Director



For Crazy Land & Housing 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 Vijay Gupta son of Mr. Vijay Gupta resident of C. 10/25, Sector - 14, Gurgaon 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

Crazy Land & Housing Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

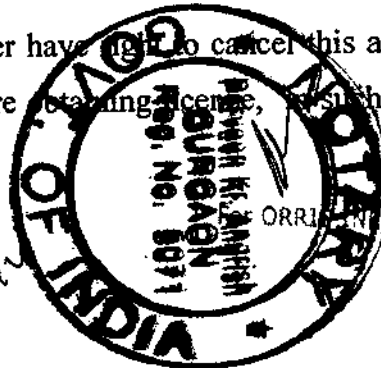
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DIRECTOR

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 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.

Crazy Land & Housing Pvt. Ltd.

Director



ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

Crazy 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
within named ORRIS

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR


SIGNED AND DELIVERED by the
within named LAND OWNER

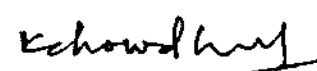
Crazy Land & Housing Pvt. Ltd.


Director

*Drafted by
H.D. PATHAK
Adv.*

WITNESSES:


1. 
H.D. PATHAK Sp. Sh. S.D. Pathak.
Shyam Nagar
Palwal-121102

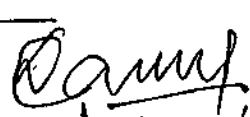
2. 
Choudhary

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



ATTESTED TO BE TRUE COPY


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

(3) 
Deeptak Chakrabarty
Sp. Sh. M.R. Chakrabarty
29744 DD A Fleh
Kalkaji Delhi

SCHEDULE-A		CRAZY LAND & HOUSING			
Sr. No.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS
1	Badha	11	20723		RECT. No. 26, Kila No. 12/1(3-19), 7/12 Share, Total (2-6); RECT. No. 24, Kila No. 5(7-2), 6(7-7), 7/1(2-10), 7/2(0-14), Total (17-13), 23/353 Share, Measuring (1-3); RECT. No. 16, Kila No. 11/1(3-0), 18(8-0), 19/1(4-1), 23/1(3-7), 17(8-0), Total (26-8); Share 3/44, Measuring (1-16); RECT. No. 10, Kila No. 8/2(1-7); RECT. No. 15, Kila No. 1(8-0), 2/1(0-18); RECT. No. 24, Kila No. 29(0-19); RECT. No. 25, Kila No. 1(8-0), Total (19-4), Share 1/4, Measuring (4-16); RECT. No. 8, Kila No. 28(8-5), Kila No. 27(4-0), Total (12-5), Share 38/245, Measuring (1-18); FIELD 17, Total Measuring 11 Kanal 19 Marla
2	Badha	21	20484	1945	RECT. No. 30, Kila No. 7/2(3-12), 8/1(3-4), 13/2(1-0), 14/1/1(3-16), Total (11-12), Salem; RECT. No. 25, Kila No. 25/2(1-8); RECT. No. 26, Kila No. 20(7-8), 21(7-8), 22/1(4-0), 22/2(4-0), 23/1(6-16), 23/2(1-4); RECT. No. 30, Kila No. 1/1(4-6), 2/2(4-12), 2/1(3-8), 3(8-0), 4/1(1-12), 4/2/1(3-0), Total (57-2), 1/6 Share, Measuring (9-10); FIELD 17, Total Measuring 21 Kanal 2 Marla
3	Badha	19	20484	1944	RECT. No. 25, Kila No. 25/2(1-8); RECT. No. 26, Kila No. 20(7-8), 21(7-8), 22/1(4-0), 22/2(4-0), 23/1(6-16), 23/2(1-4); RECT. No. 30, Kila No. 1/1(4-6), 2/2(4-12), 2/1(3-8), 3(8-0), 4/1(1-12), 4/2/1(3-0), Total (57-2), 1/3 Share Measuring (19-0); FIELD 13, Total Measuring 19 Kanal 0 Marla
4	Badha	2	20484	1715	RECT. No. 4, Kila No. 21/1(5-11); RECT. No. 5, Kila No. 24/1/1(2-10), 25(8-0), Total (16-1), 1/6 Share; FIELD 3, Total Measuring 2 Kanal 13 Marla
5	Hayatpur	33	22577	1715	RECT. No. 69, Kila No. 24(8-0), 25/1(7-16); RECT. No. 70, Kila No. 3/2/1(0-9), 4/1(1-16), Total (18-1), Salam; RECT. No. 28, Kila No. 1(8-0), 9/2(6-4), 10(7-11), 11(8-0), 12(7-12), 13(8-0), 19(7-12), 20(8-0), 21(7-7), 22(6-19), 26(0-5); RECT. No. 29, Kila No. 25(4-15); RECT. No. 54, Kila No. 12/2(1-0), Total (81-5), 311/1625 Share Measuring (15-11); FIELD 17, Total Measuring 33 Kanal 12 Marla
6	Hayatpur	19	22084	1705	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), 797/2234 Share; FIELD 7, Total Measuring 19 Kanal 18 Marla

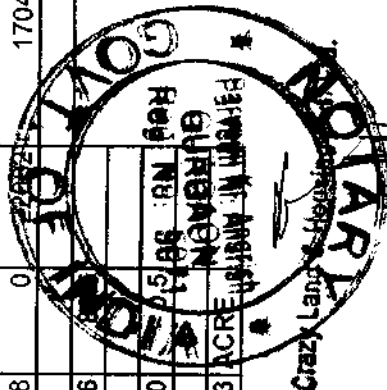
Crazy Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

Director

DIRECTOR

7 48/70	Hayatpur	8	0	22076	1700	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), 160/1173 Share, FIELD 10, Total Measuring 8 Kanal 0 Marla
8 51/73	Hayatpur	7	8	22078	1701	RECT.No.15, Kila No.16(8-0);RECT.No.16,Kila No.21/2(4-0),20(8-0),Total (20-0), 1/5 Share, Measuring (4-0);RECT.No.15,Kila No.17(8-0),18(8-0), Total (16-0), 20/320 Share, Measuring (1-0);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), 48/720 Share, Measuring (2-8) : FIELD 10, Total Measuring 7 Kanal 8 Marla
9 52/74	Hayatpur	16	0	22080	1703	RECT.No.14,Kila No.4(8-0),7(8-0), Total (16-0), Salam;FIELD 2, Total Measuring 16 Kanal 0 Marla
10 53/75	Hayatpur	2	8	22079	1702	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),48/720 Share;FIELD 5, Total Measuring 2 Kanal 8 Marla
11 59/82	Hayatpur	8	0	22082	1704	RECT.No.27, Kila No.1(8-0), Salam, FIELD 1, Total Measuring 8 Kanal 0 Marla
		146				
	TOTAL	150				
		18.753	ACRE			



For ORRIS INFRASTRUCTURE PVT. LTD.

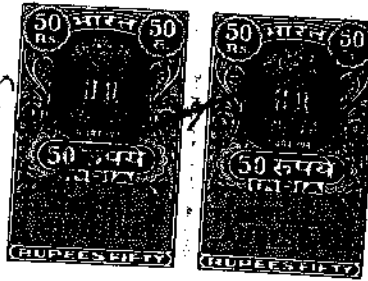
Am
DIRECTOR

ATTESTED TO BE TRUE COPY

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

Crazy Land & Revenue
Director

10365-20/12



10365-20/12

25 SEP 2007

Gurgaon, GURGAON

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

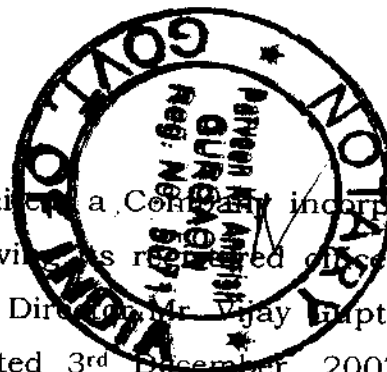
THIS ADDENDUM to the Agreement dated 24th October, 2007 is made and executed at Gurgaon on this 4th day of December, 2007:

BETWEEN

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

AND

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



Crazy Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 18.50 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

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

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

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

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

Crazy 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. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
5. That all other terms and conditions of the Agreement dated 24th October, 2007 shall remain the same and in force.
6. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th October, 2007.

Crazy Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Crazy Land & Housing Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

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

2.

ATTESTED TO BE TRUE COPY

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

[Signature]
Deepak Chhabra
Sush. m. R. Chhabra
28/744 DDA Flak
Kalkaji Delhi

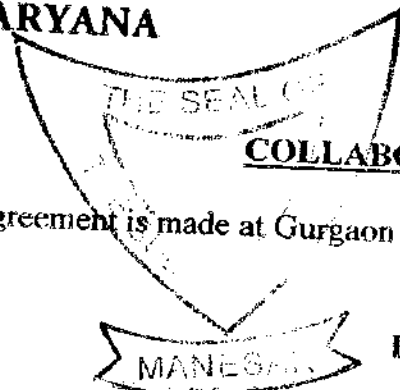




हरियाणा HARYANA

H 635736

30/



COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this 05th day of April, 2010

MANESHA

BETWEEN

M/s. ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its office at J - 10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory Arjit Gupta herein after referred to as ORRIS of the ONE PART.

AND

Ms. CRAZY LAND AND HOUSING PVT. LTD., a Limited Company incorporated under the Companies Act, 1956 and having its registered office at 1697, Chunna Mandi, Pahar Ganj, New Delhi - 110055 through its Authorized Signatory/ Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 01-03-09 and hereinafter referred to as the "land owner" of the OTHER PART.

Crazy Land & Housing Pvt Ltd.

[Signature]
Authorized Signatory

For Orris Infra

[Signature]
Authorized Signatory

No. 147151
 Amount 1000
 Purpose Use 28
 ANIL GUPTA Proprietor Vender
 Panchsari Bhawan
 Gurgaon (Haryana)

ORRIS INFRASTRUCTURE PVT. LTD.

ORRIS INFRASTRUCTURE PVT. LTD.

प्रलेख नं: 30

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 4,631,250.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/04/2011 दिन मंगलवार समय 12:43:00PM बजे श्री/श्रीमती/कुमारी M/s Crazy Land & Housing Pvt. Ltd. thru Vijay Gupta निवासी 1697, Chuana Mandi, Pahar Ganj, N.Delhi-110055 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
 मानसरोवर सब रजिस्ट्रार
 मानसरोवर

श्री M/s. Crazy Land & Housing Pvt. Ltd. thru Vijay Gupta (OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी thru:- Anil 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 Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehri Singh निवासी 1157,
 श्री/श्रीमती/कुमारी Sanjay Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khem Chand Gupta निवासी Heily Mandi, Pataudi, Gurgaon
 साक्षी नं: 1 को हम नम्बरदार/अधिकारी के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है।

दिनांक 05/04/2011

संयुक्त सब रजिस्ट्रार
 उप/संयुक्त पंजीयन अधिकारी
 Manesar

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 9.26 acres and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

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


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


AND WHEREAS 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:-

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.

Crazy Land & Housing Pvt. Ltd.

Authorised Signatory


Authorised Signatory

Reg. No.

Reg. Year

Book No.

30

2011-2012

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Vijay Gupta

[Signature]

दावेदार

thru:- Amit Gupta

[Signature]

गवाह 1:- Jitender Singh

[Signature]

गवाह 2:- Sanjay Gupta

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 30 आज दिनांक 05/04/2011 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त 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/संयुक्त पंजीयन अधिकारी

Manesar
संयुक्त सब रजिस्ट्रार
मानेसर



2. The land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for 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.
4. That Orris will be empowered and authorized to consolidate the said land along with adjacent land of other land owners for development of a Colony with full authority to identify the Developers. Orris shall be solely responsible to carry all the work relating to the development of land and the Land Owners shall have no say in the same. The obligation of Orris shall be inter alia as under:
- a) At time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,00,000/- per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) The advance has been paid in the following manner:-

Crazy Land & Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure


Authorised Signatory

(i) Cheque No 912768 dated 01-06-10 amount 40,31,250/- drawn on The Bank of Rajasthan Ltd.

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

Crazy Land & Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

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

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

5 That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of Shri Amit Gupta son of Sh. Vraj Gupta resident of Tunalepsi New Delhi and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development.

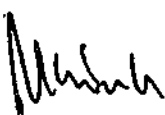
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or

Crazy Land & Infra
Authorised Signature

For Orris Infrastructure Pvt. Ltd.
Authorised Signatory

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

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



Land Owner

For Orris Group

Authorized Signatory

settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

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

SIGNED AND DELIVERED by the within named ORRIS

SIGNED AND DELIVERED by the within named LAND OWNER

WITNESSES:

1. Sandeep Grewal
5b.5m' Hanuman Prasad,
743/GH-M, Paschim Vihar,
New Delhi.

2.

Bunny Singh
Soyay Gupda S/O Sh. Khem Chand Gupda
Ward No. 15, H.No. 25, Haily Market
Pataudi, Gurgaon

Ranjit
Jitender Singh, S/O Sh. Kehru Singh
11 St. sector - 15, Sonapat,

Crazy Land & Housing Pvt. Ltd.
[Signature]
Authorised Signatory

For Orris Infrastructure Pvt. Ltd.
[Signature]
Authorised Signatory

30
116
जिला नं. 7
दिनांक 5/4/11

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88-41 पर
82

संयुक्त सहायक रजिस्ट्रार
मानेसर



Collaboration Agreement between Orris Infrastructure Pvt. Ltd. AND Crazy Land & Housing Pvt. Ltd.

SCHEDULE - A

S. No.	VILLAGE	TOTAL AREA		VASIKA No.	MUTATION No.	LAND DETAILS
		Kanal	Maria			
1	Badha	74	2	781/08-04-08 & 1521/25-02-10	2363 & 2438	Rect. No. 4, Killa No 11/2(3-17), 12/2(4-0), 13/2(6-15), 20/2(0-8), 20/3(3-19), Field 5 Total Land (18-19), Share 30/379, Land measuring 1 Kanal 10 Maria Rect No 18, Killa No 3/1/3(0-18), 3/1/1(4-1), 3/2/1(0-4), 3/2/3(0-7), 4/1/1(0-4), 4/1/3(1-2), 8/1/1(4-5), 8/2(2-18), Field 9, Land measuring 13 Kanal 19 Maria Salam Rect No 6, Killa No 16(5-0), 17(6-0), 24/2(5-12), 25(8-0), Rect. No 7, Killa No, 20(8-0), 21(8-0), 22/2(4-0), Rect No 18, Killa No, 1/1(1-1), 2(7-7), 9/1/1(0-13), Field 10 Land measuring 58 Kanal 13 Maria Salam, Total Measuring Land 74 Kanal 2 Maria

SIGNED AND DELIVERED BY

WITHIN NAMED ORRIS

(Authorize Signatory)

SIGNED AND DELIVERED BY

WITHIN NAMED LAND OWNER

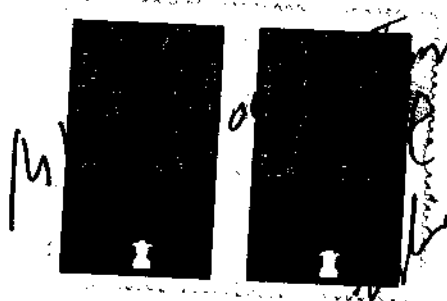
Crazy Land & Housing Pvt. Ltd.

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

Authorized Signatory

28156



NO.	1434
Amount	
Purpose/Use	
05 MAR 2013	
ANIL KUMAR Stamp Vendor Panchayat Bhawan Gurgaon (Haryana)	

COLLABORATION AGREEMENT

This Agreement is made at Gurgaon on this ____ day of March, 2013;

BETWEEN

M/s. ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its corporate office at J - 10/5, DLF Phase II, M. G. Road, Gurgaon through its Authorized Signatory, Mr. Manjit Singh duly authorized vide a Board Resolution, Dated _____ and hereinafter referred to as ORRIS of the ONE PART.


AND

M/s. DOYEN TOWN PLANNERS PVT. LTD., a Company incorporated under the Companies Act, 1956 and having its registered office at WZ 172, Palam Colony, New Delhi-110045 through its Authorized Signatory, Mr. Amit 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, administrator, nominees and assignees.

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land bearing Khewat/ Khata No. 30/27, Mustil No. 19, Killa No. 12 (7-2), total land measuring 7 Kanal 2 Marla up to the extent of 207/240 share which comes to 6 Kanal 2 Marla, Khewat/ Khata No. 278 /259., Mustil No. 31, Killa No. 5 (8-0) upto to the extent

For Doyen Town Planners Pvt. Ltd


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

प्रलेख नः 28156

दिनांक 05/03/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 790,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 5,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/03/2013 दिन मंगलवार समय 4:36:00PM बजे श्री/श्रीमती/कुमारी M/s Doyen Town Planners P. Ltd. श्री/श्रीमती/कुमारी निवासी WZ-172, Palam Colony, N. Delhi-110045 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s Doyen Town Planners P. Ltd. thru Amit Gupta(OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Manjit Singh 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 अधि/अंश की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kheri Singh निवासी 1157, बिक्रम/श्रीमती/कुमारी Mahesh K. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की।

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

दिनांक 05/03/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

of 87/240 share which comes to 2 Kanal 18 Marla, Khewat/ Khata No. 50., Mustil No. 23, Killa No. 2/1(4-13), total land measuring 4 Kanal 13 Marla upto to the extent of 264/837 share which comes to 1 Kanal 9 Marla, Khewat/ Khata No. 48, Mustil No. 23, Killa No. 1/2 (1-10), total land measuring 1 Kanal 10 Marla, upto to the extent of 112/270 share which comes to 0 Kanal 12 Marla Khewat/ Khata No. 76/69, Mustil No. 19, Killa No. 26/1 (0-18), 26/3 (0-1), Kita 2 total measuring 0 Kanal 19 Marla upto the extent of 1/18 share which comes to 0 Kanal 1 Marla, Khewat/ Khata No. 31/28, Mustil No. 23 Killa No. 7/2 (3-4), 14/1/1(1-12) Kita 2 total measuring 4 Kanal 16 Marla upto the extent of 27/240 share which comes to 0 Kanal 10 Marla. **Total Area in all Khewat/ Khata No. is 11 Kanal 13 Marla** vide jamabandi year 2002-03 situated in the revenue estate of Badha, Tehsil Manesar & Distt.- Gurgaon, Haryana. **AND** Khewat/ Khata No 151/109 Mustil No. 58, Killa No. 4/1 (4-0), total land measuring 4 Kanal 0 Marla up to the extent of 1/4 share which comes to 1 Kanal 0 Marla vide jamabandi year 2004 - 05 situated in the revenue estate of Hayatpur, Tehsil & Distt.- Gurgaon, Haryana.

Total Area in aforesaid Revenue Estates- Hayatpur and Badha, Distt.- Gurgaon, Haryana is 12 Kanal 13 Marla (hereinafter referred to as "the said Land").

WHEREAS the Land Owner is the absolute owner and is seized and possessed of the aforesaid agricultural land measuring about 1.58 Acres (appx.).

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 wants to develop the said land in keeping with the master plan, however as the land owner has only 1.58 Acres (appx.) of land, the land owner is not in a position to carry out the development of the said land due to lack of expertise 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

For Doyen Town Developers Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

Reg. No.

28,156

Reg. Year

2012-2013

Book No.

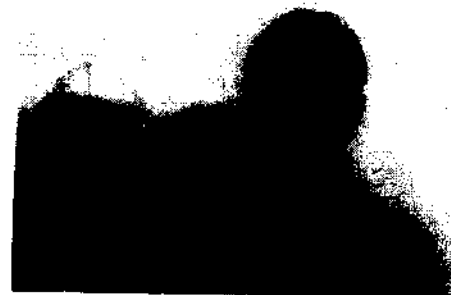
1



पेशकर्ता



दावेदार



गवाह



उप / संयुक्त पंचायत अधिकारी

पेशकर्ता	Amit Gupta		
दावेदार	Manjit Singh		
गवाह	Jitender Singh		
गवाह	Mahesh K. Chauhan		

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 approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per acre in any of it's licensable project land irrespective of the fact that it's so allotted area does not fall in the said land.

For Doyen Town Planners Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

Reg. No.

Reg. Year

Book No.

28,156

2012-2013

1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28,156 आज दिनांक 05/03/2013 को बही न: 1 जिल्द न: 13,030 के पृष्ठ न: 30 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,732 के पृष्ठ सख्या 67 से 68 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 05/03/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

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

a) At time of signing of this agreement the ORRIS has paid the amount of Rs.5,00,000 (Rupees Five Lacs only) 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:-

S. No.	Amount (Rs.)	DD/Cheque No.	Dated.	Drawn on
1.	790,000/-	142694	05.03.2013	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) if required 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.

For Doyen Town Planners Pvt. Ltd.



Authorized Signatory

For Orris Development Pvt. Ltd.


Authorized Signatory

- 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 colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
 - k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc. in the said project.
5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Pvt. Ltd. Who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.
6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development.

For Doyen Town Planners Pvt. Ltd.



Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

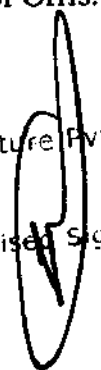

Authorised Signatory

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

For Doyen Town Planners Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

11. That Orris shall be responsible for compliance of all terms and conditions of License/ provisions of the Act of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana, Chandigarh whichever is earlier.
12. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana, Chandigarh.
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.

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

Dr. B. K. Saini

For Orris Infrastructure Pvt. Ltd.

SIGNED AND DELIVERED by the within named ORRIS

Authorised Signatory

SIGNED AND DELIVERED by the within named LAND OWNER

For Doyen Town Planners Pvt. Ltd.

Authorised Signatory

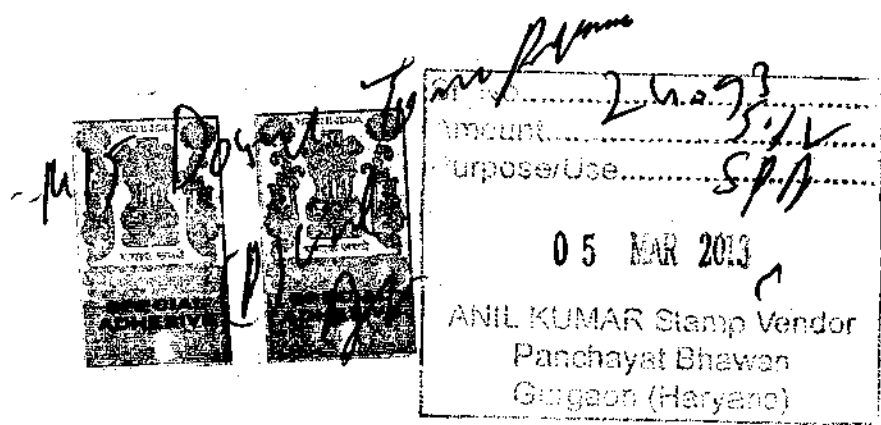
WITNESSES:

Randhawa

1. Jitender Singh S/o. Sh. Kehri Singh
R/o H.No.-1157, Sector-15, Sonapat, Haryana.

2.

Mahesh K. Chaudhary
Mahesh K. Chaudhary



SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that M/s. DOYEN TOWN PLANNERS PVT. LTD, a company registered under The Companies Act, 1956, having its registered office at WZ 172, Palam Colony, New Delhi-110045 through its Authorized Signatory, Mr. Amit Gupta S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi-110058 duly authorized vide Board Resolution, Dated _____ do hereby nominate and constitute their true and lawful attorney (hereinafter called "**the Executant**").

IN FAVOUR OF

M/s Orris Infrastructure Pvt. Ltd., a company registered under the provisions of the Companies Act, 1956, having it's registered office at, RZ-D-5, Mahavir Enclave New Delhi- 45 and Corporate Office at J-10/5, DLF Phase-II, MG Road, Gurgaon, through its Authorised Signatory Sh. Manjit Singh S/o Sh. Amrik Singh, duly authorized vide Board Resolution, Dated _____ (hereinafter called "**the Attorney**").

WHEREAS the Executant is the owner of the land bearing Khewat/ Khata No. 30/27, Mustil No. 19, Killa No. 12 (7-2), total land measuring 7 Kanal 2 Marla up to the extent of 207/240 share which comes to **6 Kanal 2 Marla**, Khewat/ Khata No. 278 /259., Mustil No. 31, Killa No. 5 (8-0) upto to the extent of 87/240 share which comes to **2 Kanal 18 Marla**, Khewat/ Khata No. 50., Mustil No. 23, Killa No.

For Doyen Town Planners Pvt. Ltd.

Authorized Signatory

2/1(4-13), total land measuring 4 Kanal 13 Marla upto to the extent of 264/837 share which comes to **1 Kanal 9 Marla**, Khewat/ Khata No. 48, Mustil No. 23, Killa No. 1/2 (1-10), total land measuring **1 Kanal 10 Marla**, upto to the extent of 112/270 share which comes to **0 Kanal 12 Marla** Khewat/ Khata No. 76/69, Mustil No. 19, Killa No. 26/1 (0-18), 26/3 (0-1), Kita 2 total measuring 0 Kanal 19 Marla upto to the extent of 1/18 share which comes to **0 Kanal 1 Marla**, Khewat/ Khata No. 31/28, Mustil No. 23 Killa No. 7/2 (3-4), 14/1/1(1-12) Kita 2 total measuring 4 Kanal 16 Marla upto to the extent of 27/240 share which comes to **0 Kanal 10 Marla**. **Total Area in all Khewat/ Khata No. is 11 Kanal 13 Marla** vide jamabandi year 2002-03 situated in the revenue estate of Badha, Tehsil Manesar & Distt.- Gurgaon, Haryana. **AND** Khewat/ Khata No 151/109 Mustil No. 58, Killa No. 4/1 (4-0), total land measuring 4 Kanal 0 Marla up to the extent of 1/4 share which comes to **1 Kanal 0 Marla** vide jamabandi year 2004 - 05 situated in the revenue estate of Hayatpur, Tehsil & Distt.- Gurgaon, Haryana.

Total Area in aforesaid Revenue Estates- Hayatpur and Badha, Distt.- Gurgaon, Haryana is 12 Kanal 13 Marla (hereinafter referred to as "**the said Land**").

AND WHEREAS the Executant has entered into a Collaboration Agreement dated _____ with M/s Orris Infrastructure Pvt. Ltd. with respect to the said Land for development / construction on the said Land.

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


1. To apply to the Department of Town & Country Planning or Urban Development Department for licence, to develop the said land and/ or construct on the said Land either by itself

or in parts or in conjunction with other lands as may be required, to sign Form LC-I, prepare, sign and submit the layout plans, Shajra plans, scheme etc. or give undertakings, bank guarantees etc. with regard to EDC, IDC, Community sites, service charges, conversion fee etc., or to fulfill any other requirement or direction as may be desired by the Department in this regard.

2. To receive the licence, LOI, etc. on our behalf or to make, sign and submit any documents, undertaking, agreement, affidavit etc. and to appear before the Government, Authority or Departments.
3. To get the licence transferred in due course to the name of M/s Orris Infrastructure Pvt. Ltd. or its associate / group companies.
4. To appear before DTCP, ADUE, HUDA, Department of Urban Development or any Government Authority, Departments, Statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this presents and to make, sign and submit any application, reply affidavit, undertaking, agreement, guarantee, appeal as may be required in connection therewith.

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

In witness whereof the Executant has signed this Deed on
this _____ day of March, 2013.

For Doyen, Char. planners and self
EXECUTANT


Witnesses :

1. Jitender Singh S/o. Sh. Kehri Singh
R/o H.No.-1157, Sector-15, Sonapat, Haryana

2.

*Attested as
Jitender Singh*

*Attested as
5/8/13*

RE PVT. LTD.
Rand
DIRECTOR

5/13

मोहित सहायदेव पंजीयन

HENDER KUMAR
STAMP VENDOR
GURGAON

प्रलेख नः 3316

दिनांक 06/05/2008

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील गुडगाँवा	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 6,000,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	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 (Amr Gupta Officer)

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s. Orris Infra. दख्खेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अंशिम 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 Flats,
N.Delhi को हमने दख्खेदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

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 29.5 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

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

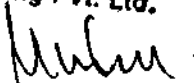
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 29.5 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

AND WHEREAS Orris has the expertise and resources 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 law.

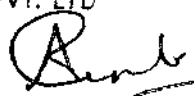
AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

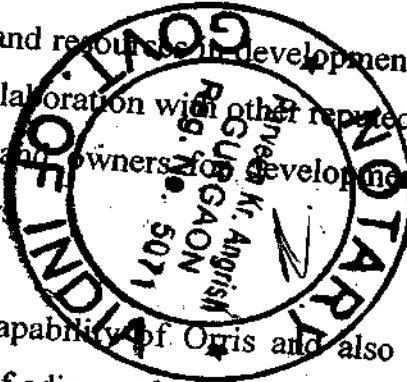
NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH as under:-

Elegant Land & Housing Pvt. Ltd.


Director

PGCOPES INFRASTRUCTURE PVT. LTD





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



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Amit Gupta

दावेदार
Vijay Gupta

गवाह 1:- T.D. Pathak

गवाह 2:- Deepak Chakkarburty

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,316 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 हैं।

दिनांक 06/05/2008

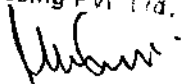
उप/संयुक्त पंजीयन अधिकारी
गुडगावा

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6/5/8



1. The Land Owner hereby empower Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Colony so as to include the land of the land owner herein.
2. That upon Orris consolidating the requisite amount of land for development of a Colony, the land owner hereby grants its irrevocable approval in favour of Orris to develop the said land as a part of the larger colony either on its own or through any other developer/collaborator and on terms and conditions as may be decided by Orris at its absolute discretion with full authority and power to market the development including plotted area, group housing area, commercial area and other facilities and amenities as is available to the said colony and derive all profits and benefits therefrom including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.
3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger colony and applying for and obtaining all necessary permissions and approvals and thereafter developing a colony either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. mtrs in the proposed colony to be developed on the said land along with the land of the adjacent land owners. However after receipt of the licence from the Govt. of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 200000/- per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stand vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Elegant 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 011720 dated 24/10/07 amount 1,50,00,000/- drawn on UTI Bank Gurgaon

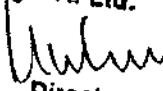
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(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/collaborator at the absolute discretion of Orris.


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

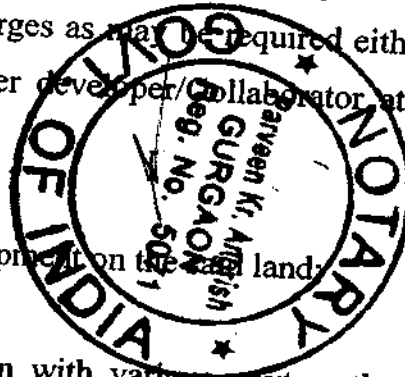
(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Elegant Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


Representative



- (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. VIDYANATH son of Shri _____ son of _____ resident of 6-2/26 and _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or

Elegant Land & Housing Pvt. Ltd.

[Signature]
L. 1001



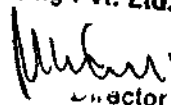
For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

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

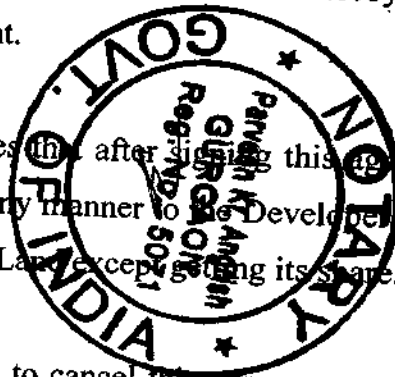
6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development,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

Elegant Land & Housing Pvt. Ltd.


Director

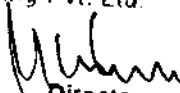
FOR ORRIS INFRASTRUCTURE PVT. LTD.


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 regarding 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.

Elegan. 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
within named ORRIS

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
within named LAND OWNER

Elegant Land & Housing Pvt. Ltd.

[Signature]
Director

WITNESSES:

1. *[Signature]*
H.D. PATHAK S.D. Pathak.
Shyam Nagar
PALWAL - 121102
2. *[Signature]*



ATTESTED TO BE TRUE COPY

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

[Signature]
KIRAN CHOWDHURY
S/O A.N. CHOWDHURY
A. 249. (FF) Blossam garden
mayfield garden
GURGAON

[Signature]
3) Deepak Chakrabarti
S/o Sh. M. R. Chakrabarti
22/744 DDA flat
Kalkaji Delhi

		SHEDULE-A		ELEGANT LAND & HOUSING			
S.NO.	Sr.Reg.N o.	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
			KANAL	MARLA			
1	42/143	Badha	10	4	4632	2228	RECT.No.13,Kila No.20(5-16);RECT.No.14,Kila No.16(7-7),25(8-0), Total (21-3), Share 1/4, Measuring 5 Kanal 6 Marla; RECT.No.14,Kila no.14/2(3-12),15(8-0),17/2(4-8), Total (16-0), Share 64/1129, Measuring 0 Kanal 18 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(2-13),22/2(5-7),23(8-0),3(8-0), Total (24-0), Share 1/10, Measuring 2 Kanal 8 Marla, FIELD 12, Total Measuring 10 Kanal 4 Marla
2	43/144	Badha	8	6	3558	2212	RECT.No.9,Kila No.25/2(2-4), RECT.No.10, Kila No.21(8-0),22/1(2-4), 22/2(3-16), total (16-4), share 1/4, Measuring 4 Kanal 1 Marla;RECT.No.16, Kila No.13/2(4-0), 12/1(9-1),13/1(4-0), Total (17-1), Share 1/4, Measuring 4 Kanal 5 Marla; FIELD 7, Total Measuring 8 Kanal 6 Marla
3	44/145	Badha	11	8	3556	2211	RECT.No.4,Kila no.18/1(7-0),23/1(1-4),23/2/1(3-10), Total(11-14), Salam; FIELD 3, Total measuring 11 Kanal 14 Marla
4	71/170	Badha	8	8	338	2210	RECT.No.19, Kila No.5/2(6-8), 6/1(3-2),6/2(4-18), Total (14-8), Salam;; FIELD 3, Total Measuring 14 Kanal 8 Marla
5	83/221	Badha	14	10	14544	2246	RECT.No.13,Kila No.14/2(6-0), Share 3/4, Measuring 4 Kanal 10 Marla;RECT.No.12, Kila No.11(7-13), 20/1(5-1);RECT.No.13, Kila No.14/3(0-13), Total (13-7), Share 3/4, Measuring 10 Kanal 0 Marla ; FIELD 4, Total Measuring 14 Kanal 10 Marla
6	84/122	Badha	18	18	14546	2245	RECT. No.13, Kila No.15(8-0),16(8-0),25(8-0), Total (24-0), Share 3/4; FIELD 3, Total Measuring 18 Kanal 0 Marla
7	85/223	Badha	20	18	14552	2244	RECT.No.13,Kila No.17(8-0),18/1(3-15),7(2-4), 8/1(4-11),13(8-0),14/1(1-7), Total (27-17), Share 3/4, FIELD 6, Total Measuring 20 Kanal 18 Marla

Elegant Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

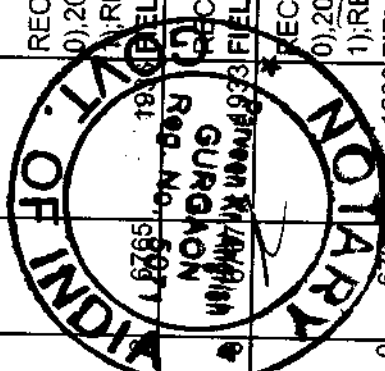
Inspector

8	105/176	Hayatpur	24	3	5657	1908	RECT.No.13,Kila No.15/2/1(6-6),16/1(6-12);RECT.No.14,Kila No.8(8-0),11/2(7-4),12(8-0),13/2(7-17),18/2(1-16),19(8-0),20/1(7-4), Total (60-19), Share 483/1219, FIELD 9, Total Measuring 24 Kanal 3 Marla
9	109/180	Hayatpur	8	16.5	5656	1928	RECT.No.37, Kila No.3(8-0),4/1(3-12),4/3(4-0),5(8-0),6(8-0),7/1(4-0),7/3(1-8),14/3(3-12),15(8-0),8/1(2-18), Total (51-10), Share 6/35, FIELD 10, Total Measuring 8 Kanal 16.5 Marla
10	110/181	Hayatpur	8	0	5744	1907	RECT.No.8, Kila No.13(8-0), Salam; FIELD 1, Total Measuring 8 Kanal 0 Marla
11	111/182	Hayatpur	17	11	5949	1926	RECT.No.29,Kila No.23(7-7);RECT.No.59,Kila No.3(8-0), Total(15-7), Share 1/3, Measuring 5 Kanal 2 Marla ; RECT.No.29, Kila No.5/2/2(2-0),7/3(7-7),15/1/2(4-11),15/2(3-8),16/1(3-8),16/2(4-12), Total (25-6), Share 1/3, Measuring 8 Kanal 9 Marla ;RECT.No.28, Kila No.1(8-0),9/2(6-4),10(7-11),11(8-0),12(7-12),13(8-0),19(7-12),20(8-0),21(7-7),22(6-19),26(0-5);RECT.No.29,Kila No.25/2(4-15); RECT. No.54, Kila No.12/2(1-0), Total (81-5), Share 80/1625, Measuring 4 Kanal 0 Marla;FIELD 21, Total Measuring 17 Kanal 11 Marla
12	114/189	Hayatpur	8			1906	RECT.No.36,Kila No.16(7-8);RECT.No.37,Kila No.17(8-0),18(8-0),19(8-0),20(8-0),23(8-0);RECT.No.40,Kila No.2(3-2),3(7-14),8(2-11);RECT.No.37,Kila No.21(4-11),22(8-0);Total (72-16),Share 162/1456; FIELD 11 Total Measuring 8 Kanal 2 Marla
13	116/191	Hayatpur	8			1906	RECT.No.8,Kila No.17(8-0),18(8-0),23(8-0),24(8-0), total (32-0), Share 1/4; FIELD 4, Total Measuring 8 Kanal 0 Marla
14	117/192	Hayatpur	8	0	6769	1906	RECT.No.36,Kila No.16(7-8);RECT.No.37,Kila No.17(8-0),18(8-0),19(8-0),20(8-0),23(8-0);RECT.No.40,Kila No.2(3-2),3(7-14),8(2-11);RECT.No.37,Kila No.21(4-11),22(8-0);Total (72-16),Share 160/1456; FIELD 11 Total Measuring 8 Kanal 0 Marla

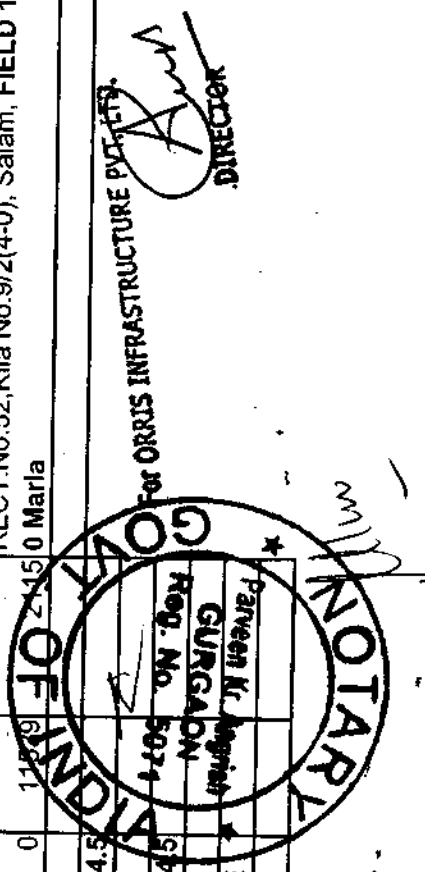
Elegant Land & Housing Pvt. Ltd.

Director

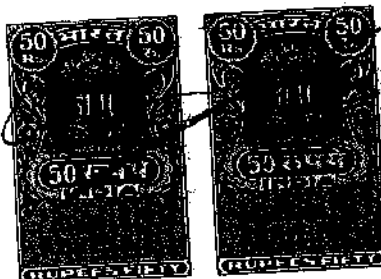
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15	118/186	Hayatpur	15	0	6676	1834	RECT.No.13,Kila No.21/2(4-0),22 Min (2-18);RECT.No.34,Kila No.26(0-6);RECT.No.33,Kila No.1(8-0),10 Min (4-0);RECT.No.34,Kila No.5(8-0),6(8-0),7 Min (3-17);RECT.No.33,Kila No.9 Min (4-0),12(8-0);RECT.No.34,Kila No.(3/2(4-0);RECT.No.12,Kila No.24/2 Min (0-18),25/2 Min (2-0);RECT.No.34,Kila No.14(8-0);RECT.No.12,Kila No.24/2 Min (0-8),25/2 Min (2-0);RECT.No.33,Kila No.2(8-0),9 Min (4-0),10 Min (4-0),11(8-0);RECT.No.34,Kila No.4(8-0),7 Min (8-17),8/1(4-0),13/2(4-0),15(7-4),Total (119-18), Share 1/8, FIELD 25, Total Measuring 15 Kanal 0 Marla
16	119/187	Hayatpur	16	4	6671	1833	RECT.No.38,Kila No.14/5(0-4),18(8-0),19(8-0), Total (16-4), Salam, FIELD 3, Total Measuring 16 Kanal 4 Marla
17	120/188	Hayatpur	8	0	6673	1838	RECT.No.7,Kila No.3/2(6-12),7/2(2(6-11),13/2(5-16),14/1(7-4),17/2(2(3-4),13/1(7-8);RECT.No.16,Kila No.15/4(0-5),18(8-0),22(8-0),23(8-0),24(8-0),Total (69-0), Share 160/1380;FIELD 11, Total Measuring 8 Kanal 0 Marla
18	127/200	Hayatpur	4	16	8148	1921	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), Share 2/15;FIELD 5, Total Measuring 4 Kanal 16 Marla
19	129/203	Hayatpur	5	2	8421	1994	RECT.No.56,Kila No.8(7-13),13(7-7),26(0-7),3/1(5-3);RECT.No.23/1(5-3), Total (25-13), Share 1/5, FIELD 5, Total Measuring 4 Kanal 0 Marla
20	134/214	Hayatpur	4	0	11519	2145	RECT.No.52,Kila No.9/2(4-0), Salam, FIELD 1, Total Measuring 4 Kanal 0 Marla
			228	114.5			
			233	145			
		TOTAL	29.21	ACRE			



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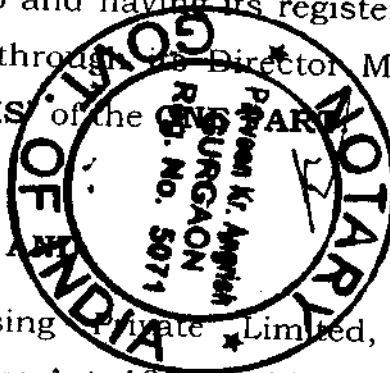
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ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

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

BETWEEN

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



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

Elegant Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 29.5 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

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

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

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That Orris, may develop a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on the said Land as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.

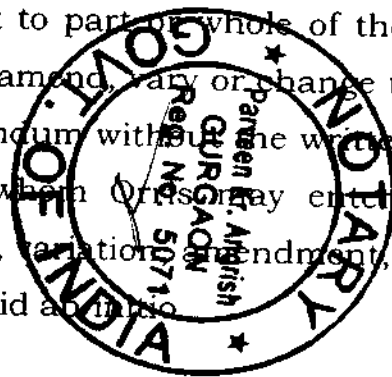
Elegant Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

2. In the case of the development of Land for purpose other than the residential colony, the Land Owner shall be entitled for 1000 Sq. Yds of the plotted area per acre or part of the built up area, as the case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon.
3. That Orris is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project. In the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the said Agreement and this Addendum with respect to part or whole of the said Land, the parties herein shall not amend, vary or change terms of the said Agreement or this Addendum without the written consent of the other Developer, with whom Orris may enter into any such Agreement. Any change, variation or amendment, if made without such consent shall be void ab initio.
4. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.
5. That all other terms and conditions of the Agreement dated 24th October, 2007 shall remain the same and in force.



For Orris Infrastructure Pvt. Ltd.

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;

FOT ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Drafted by
Dattaraj

H.D. PATHAK Adv.

Elegant Land & Housing Pvt. Ltd.

9 Pvt. Ltd.
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

- 1.

USES:
Fathale HD

H.D. Pathak & Shyam Nager

- 2.

Camp

Deepak Chakrabarty
Jash. m. l. Chakrabarty
221744 BDA Flah
Kolkata ji Delhi



~~ATTESTED TO BE TRUE COPY~~

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

Elegant Land & Housing Pvt. Ltd.

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

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ELEGANT LAND & HOUSING PRIVATE LIMITED HELD ON 1st SEPTEMBER 2007 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI -110 058 AT 5:30 PM.

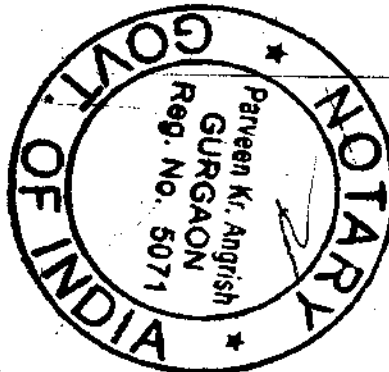
Authorisation to enter into a collaboration agreements

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

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

Date:
Place: New Delhi

CERTIFIED TRUE COPY
For and on behalf of Board of Directors



Director

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



ORRIS INFRASTRUCTURE PVT. LTD.
Townships • Residential • Hospitality • Commercial • Retail • IT • and more

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

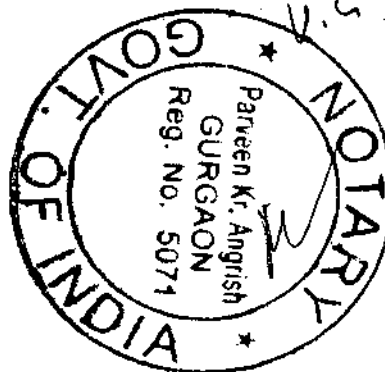
Authorisation to enter into a collaboration agreements

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

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

Date:
Place: New Delhi

CERTIFIED TRUE COPY
For and on behalf of Board of Directors



[Signature]
Director

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

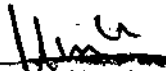
दिनांक 05/04/2011

उप/संयुक्त पंजीयन अधिकारी
Manesar

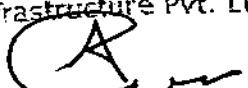
संयुक्त सब रजिस्ट्रार
मानेसर

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

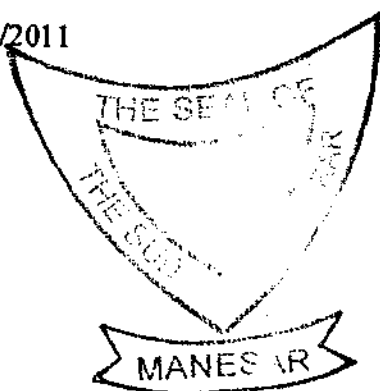
दावेदार
thru:- Amit Gupta

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.

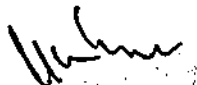
AND WHEREAS Orris has the expertise and resources in development of real estate and is doing projects either on its own or in collaboration with other reputed builders and is in the process of negotiation with various land owners for development of a colony in keeping with the provisions of the local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

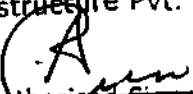
NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH as under:-

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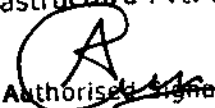
profits and benefits there from including power and authority to receive the entire sale consideration in the name of Orris or in the name of its nominee or assignee at the absolute discretion of Orris.

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:

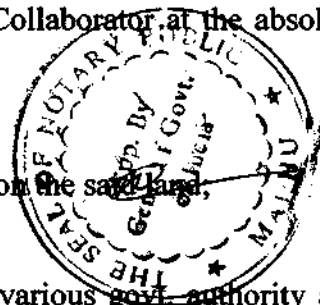
Fortune Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

- 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

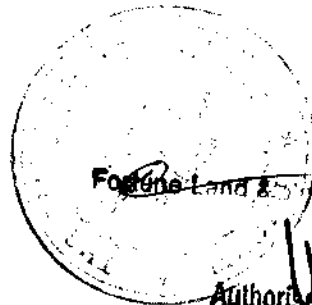
12. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification 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. Halley mandi Patodi
Aurgam
Patodi
2. Jitender Singh & Sh. Keel 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 & Housing

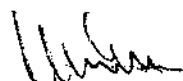

Authorized Signatory



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;

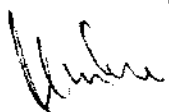
AND WHEREAS another part of the said land total admeasuring 3 Kanal 19 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 3, measuring 16 Kanal 18 Marla upto the extent of 126/538 share which comes to 3 Kanal 19 Marla in the revenue estate of Hayatpur, Tehsil and District Gurgaon (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


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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.

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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

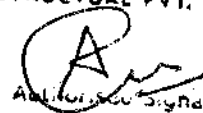
SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

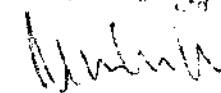
1.

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.19/8(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(1-1, 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.

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Authorized Signatory

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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