



हरियाणा HARYANA

A 314125

AGREEMENT

This Agreement is made at Gurgaon on this 1st day of May, 2008:

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

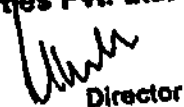
AND

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

6597
50x221w

M/s. Orris Infra

SAT SH KUMAR
STAMP VENDOR

N. Court, G.

- 6 MAY 2008

दिनांक 06/05/2008

प्रलेख नं: 3330

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

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Orris Infra.
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी GF-16, Arunachal Building, Barakhamba Road, N.Delhi द्वारा पंजीकरण हेतु
प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

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

उप/सयुक्त पंजीयन अधिकारी

गुडगाँवा

सब रजिस्ट्रार
गुडगाँव

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

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D.Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakkarburty निवासी 22/744, DDA Kalkaji,
N.Delhi; ने कौनो हन नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 06/05/2008

उप/सयुक्त पंजीयन अधिकारी

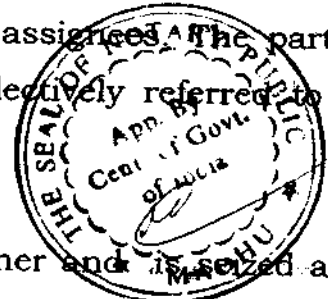
गुडगाँव सब रजिस्ट्रार
गुडगाँव



हरियाणा HARYANA

A 307400

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



WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about 11.828 acres (approx.) situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

AND WHEREAS the land owner represents that as per the Final Development Plan-2021, part of the said land falls in the residential zone and part of the land falls in the commercial zone.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

Reg. No.
3330

Reg. Year
2008-2009

Book No.
1

da

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

- 6 MAY 2008



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Amrit Gupta

Amrit Gupta

दावेदार

Vijay Gupta

Vijay Gupta

गवाह 1:- H.D. Pathak

H.D. Pathak

गवाह 2:- Deepak Chakkarburty

Deepak Chakkarburty

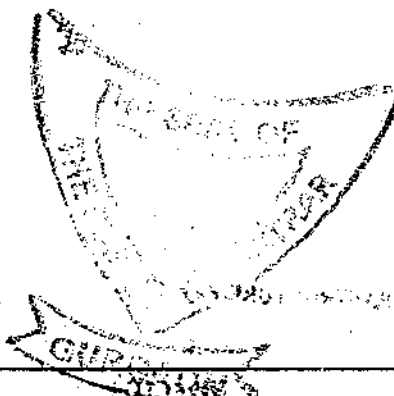
प्रमाण-पत्र

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

दिनांक 06/05/2008

उप/संयुक्त पंजीयक/अधिकारी
गुडगाँवा

पंजीयक सं 3330 की दही को 1
दिनांक 10587 से 8788 पर
संख्या 875 82
6/5/08 से बंद किया



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

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

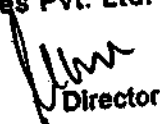
NOW, THEREFORE, THIS INTERSE AGREEMENT WITNESSETH AS UNDER:-

1. The Land Owner hereby empowers Orris to negotiate with various other land owners of adjacent area and consolidate the minimum required land for development of a Commercial/Residential project so as to include the land of the land owner herein.
2. That Orris upon consolidating the requisite amount of land for development of a Commercial/residential project, is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

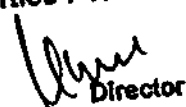
party on behalf of the Land Owner with respect to the development of the project, in the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the present Agreement with respect to part ~~or~~ whole of the said Land.

3. That in lieu of the land owner granting irrevocable power in favour of Orris for making the said land as a part of a larger Commercial/Residential project and applying for and obtaining all necessary permissions and approvals and thereafter developing a Commercial/Residential project either through its own or through any other person or persons and marketing the entire project and receiving the entire sale consideration in its name, Orris shall allot in favour of the land owner plotted area measuring 1000 sq. yds per acre or part of the built up area, as the case may be, towards their share on the same land or any other Land and/or in any of the upcoming projects of Orris in Gurgaon. However after receipt of the licence and the entitlement of the land owner in the plotted area, the Land Owner shall get the Land transferred in the name of Orris or its nominee in parts or full at circle rate. The final and formal allotment shall however, be done subject to payment by the Land Owner to Orris a sum equivalent to the proportionate amount of the security Deposit paid by Orris to Land Owner under this Agreement and the amount of sale consideration paid by Orris to the Land Owner at the time of execution and registration of the respective Sale Deed(s) of the said Land. All expenses related to Sale Deed etc. shall be borne and paid by Orris or its nominee. The Land Owner shall apply to DTCP for

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

the transfer of Licence in favour of Orris/Colonizer/Developer or its nominee.

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

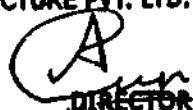
- a) At time of signing of this agreement the ORRIS shall pay to the Land Owner refundable security at the rate of Rs. 5,00,000/- (Rupees Five lacs only) per acre as interest free security deposit, being part consideration, for execution of this Agreement and handing over of physical possession of the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

- b) Orris accordingly has therefore paid a total sum of Rs. 59,20,000/- to the Land Owner as refundable security, on the date of Collaboration Agreement, in the following manner:

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

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

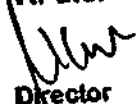


- 3
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
 - e) to prepare the blue print for development on the said land;
 - f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
 - g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer;
 - h) to coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.;
 - i) to engage and employ all work forces as may be required in the said Project for securing the interest of the land owner;
 - 8 j) to market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said Commercial/Residential project and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

required from time to time for conveying interest in the said Commercial/Residential project or part thereof in favour of the prospective buyer;

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

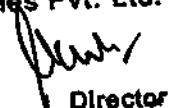
5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Amit Gupta son of Mr. Vijay Gupta resident of C-3/260, Janakpuri, New Delhi nominees of Orris who shall have ~~full authority and power to act jointly or severally as may be decided~~ by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason ~~whatsoever~~ except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, ~~also required by Orris.~~

6. That in the event Orris fails to obtain the license and/or the land cannot be developed as a Commercial/Residential project, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive lump sum amount as per mutual agreement.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

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7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation effecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner do hereby keep Orris indemnified on the aforementioned account.

8. ~~It is clearly understood between the parties~~ that after signing this agreement the Land Owner have no right to interfere in any ~~manner~~ to Orris or the Developer in concern of the development ~~or disposal~~ of the said Land except getting its share.

6

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

10. That all original document in respect of the said property are presently lying with the land owner ~~who shall~~ make the same available to Orris at the time of making application for grant of the necessary licence and upon grant of the letter of intent Orris shall be entitled to hold the said document with full authority to create any charge or encumbrances on the said land and also

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


C. S.

with authority to deposit the title deeds with any Banks/Financial institutions with intention to create mortgage. In the event any document/agreement is required to be signed by the land owner, the land owner shall sign and execute all such documents in favour of Banks/Institutions for facilitating the mortgage. However such charge shall not prejudice the receivable of the land owner under this agreement.

11. That all dues in respect of the land including any land revenue or taxes payable in respect of the said land up to this date shall be the sole liability of the land owner. However, all the EDC, IDC and any other charges payable to any authority or authorities ~~for developing the said land as a Commercial/Residential project~~ shall be the sole liability of Orris.

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

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Incense Properties Pvt. Ltd.


Director

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SIGNED AND DELIVERED by the
within named ORRIS

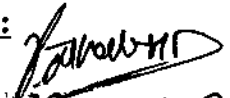
Incense Properties Pvt. Ltd.


Director


SIGNED AND DELIVERED by the
within named LAND OWNER

WITNESSES:

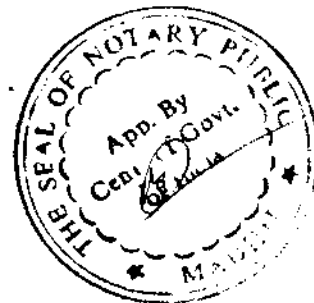
1.


H.D. PATHAK & S.D. Pathak,
Shyam Nagar PALWAL - 21102

2.


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

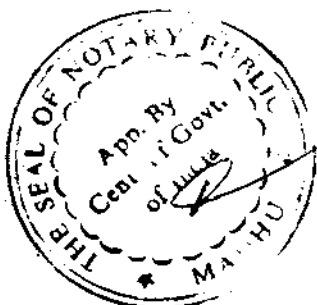
ATTESTED
Notary Public Delhi



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

Intense Properties Pvt. Ltd.

FOR ORRIS INFRASTRUCTURE PVT. LTD.



Director

ATTESTED TRUE COPY
Notary Public Delhi

Incense Properties Pvt. Ltd.

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

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF INCENSE PROPERTIES PRIVATE LIMITED HELD ON WEDNESDAY THE 30th APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT C-3/260, JANAKPURI, NEW DELHI-110058 AT 1:30 PM.

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

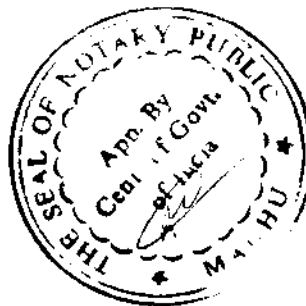
"RESOLVED THAT the Company may enter into Collaboration with M/s Orris Infrastructure Private Limited for development of the Company's land situated at Village Hayatpur, Dist. and Tehsil Gurgaon (Haryana).


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

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

Date:
Place: New Delhi


Director



ATTESTED TRUE COPY

Notary Public Delhi

Orris Infrastructure Pvt. Ltd.

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

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ORRIS INFRASTRUCTURE PRIVATE LIMITED HELD ON TUESDAY THE 1st APRIL, 2008 AT THE REGISTERED OFFICE OF THE COMPANY AT GF-16, ARUNACHAL BUILDING, BARAKHAMBA ROAD, NEW DELHI AT 2:30 PM.

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

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

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

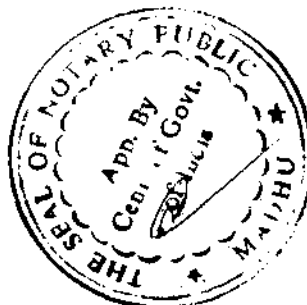
CERTIFIED TRUE COPY

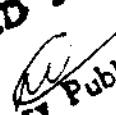
For and on behalf of Board of Directors

Date:

Place: New Delhi


Director



ATTESTED TRUE COPY

Notary Public Delhi



हरियाणा HARYANA

ADDENDUM TO AGREEMENT DATED 6th May, 2008

C 483300

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

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi - 110 001 through its Managing Director, Mr. Amit Gupta duly authorized vide a Board Resolution dated 25th November, 2009 herein after referred to as "ORRIS" of the **ONE PART.**

AND

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

For ORRIS INFRASTRUCTURE PVT. LTD.

Managing Director

Incense Properties Pvt. Ltd.

Authorised Signatory

प्रलेख नः 17348

Sr. No. 22983/1

Amount 50,550/- 100

Purpose/Use Aff

L. No.
S.V. 3/04

27 NOV 2009

दिनांक 11/12/2009

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

Drafted By: Manjeet Singh, Adv.

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

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

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

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

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

दिनांक 11/12/2009

उप/संयुक्त पंजीयन अधिकारी
गुडगावा



हरियाणा HARYANA

C 483299

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

~~The parties Orris and the Land owner are hereinafter collectively~~ referred to as "the Parties" and individually as "the Party".

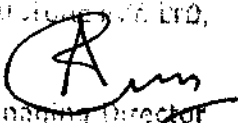
WHEREAS ~~the Orris and the Land Owner have entered into an Agreement dated 6th May, 2008 duly Registered with Sub Registrar Gurgaon as Document No. 3330 Book No. 1 Volume No. 9753 at page No. 140 and pasted at page Nos. 52 to 53 in the Addl. Book no. 1 Volume No. 832 Dated 06-05-2008 (herein after referred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

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

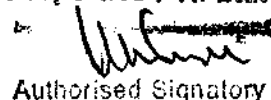
AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 6th May 2008 and have agreed on the terms of the said Addendum as hereinafter stated:

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

Incense Properties Pvt. Ltd.,


Managing Director

Incense Properties Pvt. Ltd.


Authorised Signatory

Reg. No. 17348 Reg. Year 2009-2010

Book No. 1

Sr. No. 3283/2

Amount

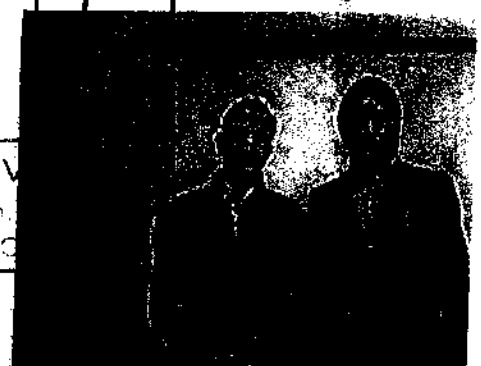
Purpose/Use



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Amit Gupta

दावेदार

thru:- Vijay Gupta

गवाह 1:- Manjeet Singh

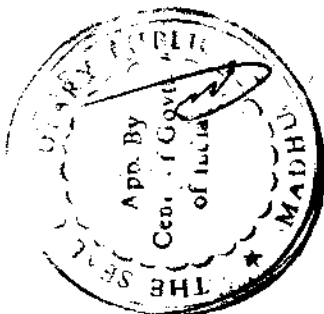
गवाह 2:- Jitender Singh

प्रमाण-पत्र

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

दिनांक 11/12/2009

उप/सहायक संचायन अधिकारी
गुडगांव



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

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

[Signature]
Managing Director

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

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

WITNESS

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

ATTESTED TRUE COPY
Notary Public
OF NOTARY PUBLIC
Delhi
By
Central Government
of India
[Signature]
Mandeep Singh

(1) MANDEEP SINGH Dk

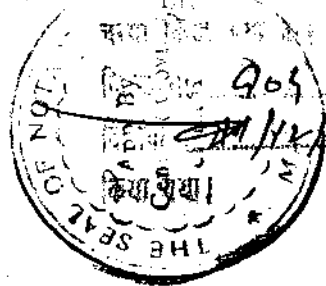
परीक्षा नं० 17348 अति बही नं० 1

लिपि नं० 1163 पृष्ठ नं० 51 प

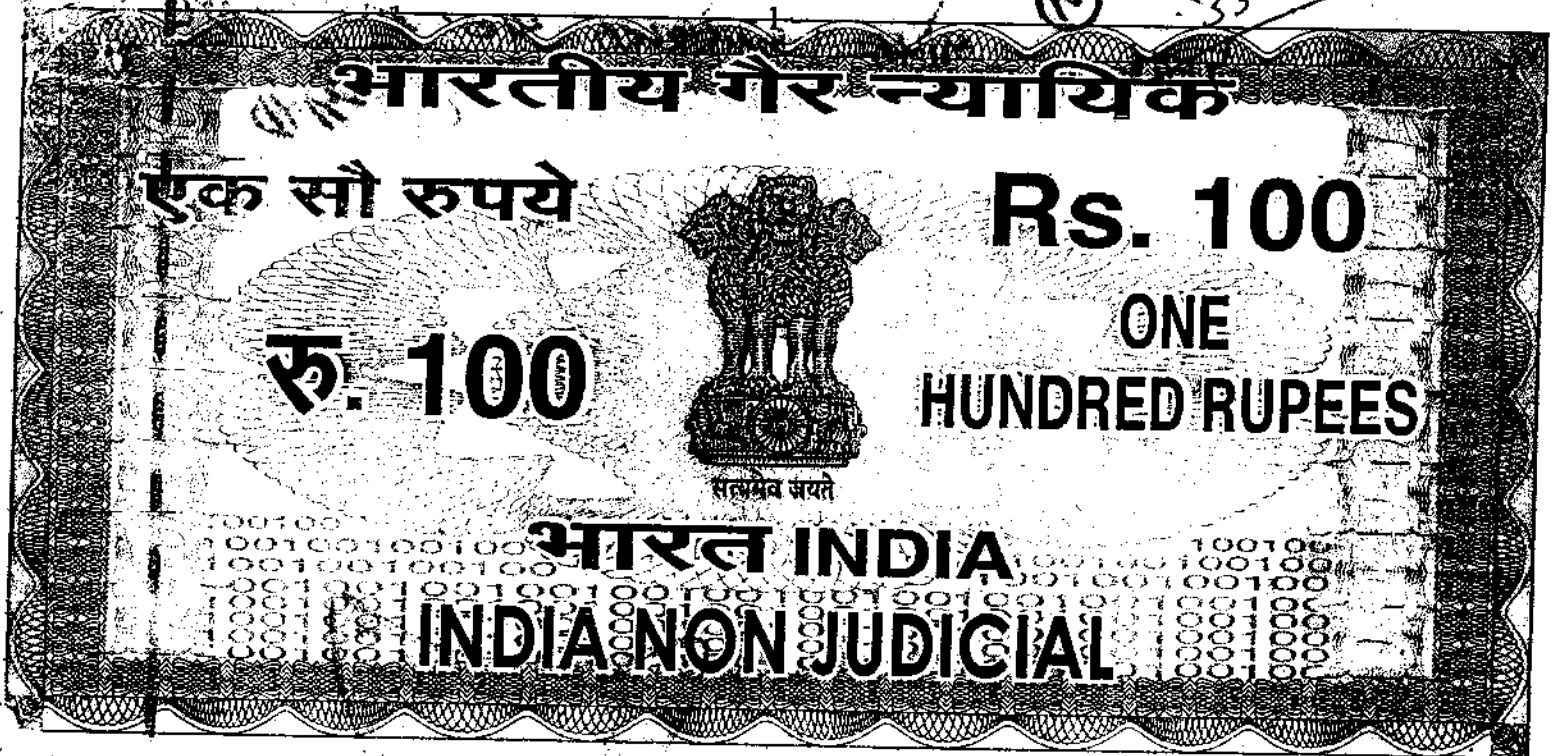
समय दिनांक 11/12/20 पृष्ठ नं० 28.20

दिनांक 11/12/20 को दर्ज रजिस्ट्रार

किया गया।



संयुक्त-समय रजिस्ट्रार
गुरु गोबिंद



हरीयाणा HARYANA

B 468126



AGREEMENT

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

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Tunalet-puri New Delhi through its Director Armit Gupta herein after referred to as ORRIS of the ONE PART.

AND

Neptune Land & Housing Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Tunalet-puri New Delhi-110059 through its Director VITAY Gupta duly
Neptune Land & Housing Pvt. Ltd.

Vitay Gupta
Director

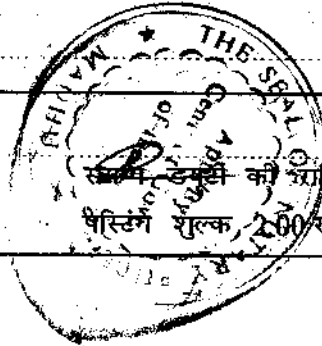
For ORRIS INFRASTRUCTURE PVT. LTD.

Armit Gupta
DIRECTOR

प्रलेख न: 3303

दिनांक 06/05/2008

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांव	गांव/शहर/ब्लॉक
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 2,700,000.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 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 प्रस्तुत कर्ता

(Signature)

उप/प्रत्येक पंजीयन अधिकारी

गुडगांव

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

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru: Vijay Gupta 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 अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.D. Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Delhi व श्री/श्रीमती/कुमारी Deepak Pathak पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R. Pathak निवासी 22/744, DDA Flats, Kalkaji, N. Delhi साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनांक 06/05/2008



उप/प्रत्येक पंजीयन अधिकारी

गुडगांव

authorized vide a Board Resolution dated 3/09/02 and hereinafter referred to as the "land owner" of the **OTHER PART**.

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 20 acres) and more fully described in 'Schedule-A' written hereunder and hereinafter referred to as SAID LAND.

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

AND WHEREAS ~~even~~ if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 20 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:-

Neptune Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 3303 Reg. Year 2008-2009 Book No. 1



पेशकर्ता

दावेदार

गवाह

पेशकर्ता

Amit Gupta

दावेदार

thru:- Vijay Gupta

गवाह 1:- H.D.Pathak

गवाह 2:- Deepak Pathak



प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,303 आज दिनांक 06/05/2008 को बही नं 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 चिबकाई 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

सर्वोक्त पंजीयन अधिकारी

गडगाँव

सीका नं 3303 आते बही नं 1

जिल्द 10587 2022 पर

दि 875 75
6/5/08 रजिस्ट्रार

किया गया।

सर्व रजिस्ट्रार

गडगाँव

Revenue Department Haryana

HARIS-EX

NIC-HSU

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 1.5 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. 27,00,000/- Acn instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Neptune 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 011719 dated 24/10/07 amount 1,50,00,000/- drawn on UTI Bank

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

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

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

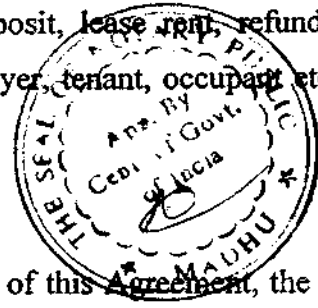
(f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land

Neptune Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

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



5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Armit Gupta son of Mr. V. N. Gupta resident of C-2/260 Tarku-panwar 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
- Neptune Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

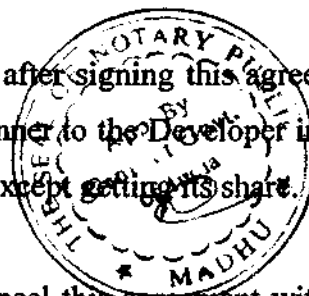
6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 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.

Neptune Land & Housing Pvt. Ltd.


Director

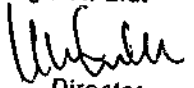
For ORRIS INFRASTRUCTURE PVT. LTD.

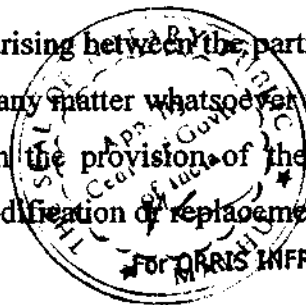

DIRECTOR



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

Neptune Land & Housing Pvt. Ltd.


Director



For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

SCHEDULE-A

Attached:-

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

SIGNED AND DELIVERED by the For ORRIS INFRASTRUCTURE PVT. LTD.
within named ORRIS

[Signature]
DIRECTOR

*drafted by
H.D. PATHAK
Adv*

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

[Signature]
TRUE COPY
Notary Public Delhi

WITNESSES:

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

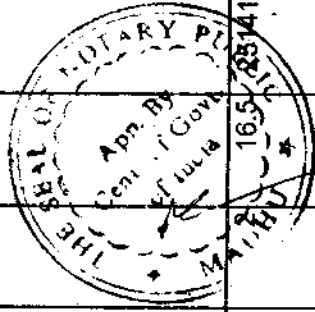
2. *[Signature]*

CHIRAN CHAUDHARY, s/o A. K. CHAUDHARY
A-249 (1st Floor)
BLOSSOM - I (Mayfield Garden)
GURGAON.



[Signature]
(3) Deepak Chakrabarty
Sh. M. R. Chakrabarty
22744 DDA Flat
Kalkaji Delhi

S. NO.	Sr. Reg. No.	SHEDULE-A		NEPTUNE LAND & HOUSING		LAND DETAILS	
		VILLAGE	TOTAL AREA	VASIKA MUTATION NO.	NO.		
1	30/108	Badha	12	0	25140	2118	RECT. No. 18, Kila no. 21, (8-0), Total (16-0), Share 56/640, Measuring 1 Kanal 8 Marla; RECT. No. 19, Kila No. 18 (8-0), 23/1 Min (2-14), 25 (8-0), Total (18-14), Share 34/375, Measuring 1 Kanal 14 Marla; RECT. No. 19, Kila No. 16/2 Min (3-1), 17 Min (6-12), total (9-13), Share 19/215, Measuring 0 Kanal 17 Marla; RECT. No. 36, Kila No. 26 (2-1), Share 51/1240, Measuring 0 Kanal 2 Marla; RECT. No. 23, Kila No. 1/2 (1-10), Share 75/1815, Measuring 0 Kanal 1 Marla; RECT. No. 36, Kila No. 5/2 (5-12), 6/1 (7-12), 14/2 (2-14), 15 (8-0), 16 (6-16), 17/1 (4-14); RECT. No. 37, Kila No. 11 (8-0), 20 (8-0), Total (51-8), Share 43/1028, Measuring 2 Kanal 3 Marla; RECT. No. 36, Kila No. 3 (8-0), 7/2 (5-18), 8 (8-0), 13 (8-0), 14/1 (1/3-6); RECT. No. 37, Kila No. 1 (8-0), 2/2 (7-11), Total (48-15), Share 41/975, Measuring 2 Kanal 1 Marla; RECT. No. 18, Kila No. 11/1 Min (0-7), RECT. No. 25, Kila No. 14/2 (6-17), Total (7-4), Share 1/24, Measuring 0 Kanal 6 Marla; RECT. No. 22, Kila No. 15/1 (1/2-9), RECT. No. 25, Kila No. 11/1 (5-6); RECT. No. 37, Kila No. 18 (8-0), 23 (8-0), Total (23-15), Share 1/24, Measuring 1 Kanal 0 Marla; RECT. No. 16, Kila No. 10/1 (2-0-15), Share 1/16, Measuring 0 Kanal 1 Marla, RECT. No. 22, Kila No. 6/2 (3-16), share 1/16, Measuring 0 Kanal 5 Marla; RECT. No. 18, Kila No. 1/3 (6-18), 10 Min (7-18); RECT. No. 23, Kila No. 11/1 (1/3-1); RECT. No. 37, Kila No. 13 (8-0), Total (25-17), Share 14/173, Measuring 2 Kanal 2 Marla; FIELD 36, Total Measuring 12 Kanal 0 Marla
2	31/112	Badha				2047	RECT. No. 4, Kila No. 11/2 (3-17), 12/2 (4-0), 13 (7-11), 20/2 (0-8), 20/3 (3-19), total (19-15) Share 30/395, Measuring 1 Kanal 10 Marla; RECT. No. 8, Kila No. 21/2 (5-12), Share 2/9, Measuring 1 Kanal 5 Marla; RECT. No. 8, Kila No. 27 (4-0), share 1/48, Measuring 0 Kanal 1.5 Marla; FIELD 7, Total Measuring 2 Kanal 16.5 Marla RECT. No. 26, Kila No. 17 (8-0), Share 110/160, FIELD 1, Total Measuring 5 Kanal 10 Marla
3	33/122	Badha	5	10	26354	2222	
4	34/123	Badha	2	18	26355	2012	RECT. No. 11, Kila No. 21/2 (2-0-4), 22/2 (1-4); RECT. No. 14, Kila No. 9/1 (2-0) 9/2 (6-0), 2 (8-0), Total (17-8), Share 1/6, FIELD 5, Total Measuring 2 Kanal 18 Marla
5	35/125	Badha	24	0	26356	2013	RECT. No. 27, Kila No. 20 (8-0), RECT. No. 26, Kila No. 16 (8-0); RECT. No. 26, Kila No. 25 (8-0), Total (24-0), Salam, FIELD 3, Total Measuring 24 Kanal 0 Marla
6	38/126	Badha	6	8	26960	2046	RECT. No. 9, Kila No. 3/2 (2-4), 8/1 (4-4), Total (6-8), Salam, FIELD 2, Total Measuring 6 Kanal 8 Marla



For OMRAS INFRASTRUCTURE PVT. LTD.

Neptune Land & Housing Pvt. Ltd.

Director

Sold to S.S.

Sold

Sold

7	39/129	Badha	7	3	26965	2117	RECT.No.18, Kila No.21(8-0),22(8-0),Total(16-0), Share 26/640, Measuring 0 Kanal 13 Marla; RECT.No.19, Kila No.18(8-0),23/1(2-14),25(8-0),Total (18-14), Share 25/375, Measuring 1 Kanal 5 Marla; RECT.No.19, Kila No.16/2 Min(3-1),17 Min(6-12), Total (9-13), Share 13/215, measuring 0 kanal 12 Marla; 24/1/1/2(0-2), share 2/121, Measuring 0 Kanal 0 Marla; RECT.No.36, Kila No.26(2-1), share 306/1240, Measuring 0 kanal 10 Marla; RECT.No.23, Kila No.1/2(1-10), Share 448/1815, measuring 0 Kanal 7 Marla; RECT.No.37, Kila No.10(8-0), share 281/4840, Measuring 0 Kanal 9 Marla; RECT.no.23, Kila No.2/1(4-13), Share 163/2813, Measuring 0 kanal 5 Marla; RECT.No.3, Kila No.18(8-0), share 2/320, Measuring 0 Kanal 1 Marla;
8	69/105	Badha	0	12.5	2110	RECT. No.3, Kila No.13(9-11),14(4-16),16/2(0-12),17(8-0),23(8-0),24(8-0),25/1/1(0-8), total (39-5), share 7/785, Measuring 0 Kanal 7 Marla; RECT.No.8, Kila No.2/1/2(4-4),2/2(3-12),3(8-0),Total (15-16), share 4/316, Measuring 0 Kanal 4 Marla; RECT.No.36, Kila No.5/2(5-12),6/1(7-12),14/2/2(2-14),15(8-0),16(6-16),17/1(4-14); RECT.No.37, Kila No.11(8-0),20(8-0), Total (51-8), share 16/1028, Measuring 0 Kanal 16 Marla; RECT.36, Kila No.3(8-0),7/2(5-18),8(8-0),13(8-0),14/1/1(3-6); RECT.No.37, Kila No.1(8-0),2/2(7-11), Total (48-15), share 34/975, Measuring 1 Kanal 14 Marla, FIELD 38, Total Measuring 7 kanal 3 marla RECT.No.8, Kila No.21/2(5-12) Share 1/9, Measuring 0 Kanal 12 Marla; RECT.No.8, Kila No.27(4-0), share 1/96, Measuring 0 Kanal 1 Marla, FIELD 2, Total measuring 0 Kanal 13 Marla	
9	76/109	Hayatpur	3	0	2019	RECT.No.55, Kila No.10/2(0-16); RECT.No.69, Kila No.11/1(5-12), 20/2(2-0); RECT.No.58, Kila No.5/2(4-0), 15/3(2-4),16/1(2-7); RECT. No.11/1(4-13),21/1(6-8), Total (28-0), Share 1/10, Measuring 2 Kanal 16 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/40, Measuring 0 kanal 4 marla; FIELD 10, total Measuring 3 Kanal 0 Marla, Finally Mutated 2 Kanal 16 Marla	
10	77/110	Hayatpur	3	0	2018	RECT.No.55, Kila No.10/2(0-16); RECT.No.69, Kila No.11/1(5-12), 20/2(2-0); RECT.No.58, Kila No.5/2(4-0), 15/3(2-4),16/1(2-7); RECT. No.60, Kila No.11/1(4-13),21/1(6-8), Total (28-0), Share 1/10, Measuring 2 Kanal 16 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/40, Measuring 0 kanal 4 marla; FIELD 10, total Measuring 3 Kanal 0 Marla, Finally Mutated 2 Kanal 16 Marla	

Neptune Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

Director

DIRECTOR

11	78/111	Hayatpur	8	18.5	25262	1761	RECT.No.29, Kila No.24(7-7), 25/1(2-11); RECT.No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT.no.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.no.59, Kila No.22(6-9), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 marla, FIELD 15, Total Measuring 8 Kanal 18.5 marla. Finally Mutated 8 Kanal 18 Marla
12	80/114	Hayatpur	6	18	25472	2020	RECT.No.58, Kila No.13/2(2(1-3), 14/2(2(6-13), 15/1 Min(1-15), 16/3(1-4), RECT.No.60, Kila No.20/3(4-10); RECT.No.69, Kila No.1(8-0), 2/1(2-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 16 Marla
13	81/116	Hayatpur	6	18	25480	2021	RECT.No.58, Kila No.13/2(2(1-3), 14/2(2(6-13), 15/1 Min(1-15), 16/3(1-4), RECT.No.60, Kila No.20/3(4-10); RECT.No.69, Kila No.1(8-0), 2/1(2-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 16 Marla
14	82/119	Hayatpur	5	18	25656	1770	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 239/960, FIELD 4, Total Measuring 5 Kanal 18 Marla
15	83/106	Hayatpur	6	3	25926	1756	RECT.No.14, Kila No.6/2(2-13), 14(8-0), 15(8-0), 17(8-0), 18/1(6-4), 25(8-0), Total (40-17), Share 9/60, FIELD 6, total Measuring 6 Kanal 3 Marla
16	84/115	Hayatpur	8	18.5	26466	1759	RECT.No.29, Kila No.24(7-7), 25/1(2-11); RECT.No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT.no.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.no.59, Kila No.22(6-9), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 Marla, FIELD 9, Total Measuring 8 Kanal 18.5 Marla, Finally Mutated 8 Kanal 18 Marla
17	85/124	Hayatpur	5	26469	1984	RECT.No.31, Kila No.23/2(7-0); RECT.No.55, Kila No.4/1(2(3-10), Total (10-10), share 1/2, FIELD 2, Total Measuring 5 Kanal 5 Marla	
18	86/118	Hayatpur	4	26102	1919	RECT.No.4, Kila No.21/2(2-3); Rect.No.7, Kila No.1/1(6-4), 10/2(6-4), Total (14-11), Salam, FIELD 3, Total Measuring 14 Kanal 11 Marla	
19	87/120	Hayatpur	15	11	26101	1920	RECT.No.7, Kila No.11/1(7-11), 12(8-0), Total (15-11), Salam, FIELD 2, total Measuring 15 Kanal 11 Marla
20	88/121	Hayatpur	12	0	26103	1929	RECT.No.7, Kila No.19/1(4-0), 20(8-0), Total: (12-0), Salam, FIELD 2, Total Measuring 12 Kanal 0 Marla
			149	189			
		TOTAL	164	10			
			20.5	ACRE			

ATTESTED To

Notary Public

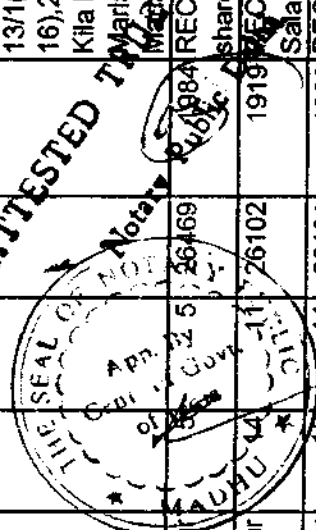
SEAL OF NOTARY PUBLIC

APR 12 5 26

OF GOVT. OF PUNJAB

CHITRA

For ORRIS INFRASTRUCTURE PVT. LTD.



→ sold to SS.
→ sold to SS.
→ sold to SS.

FOR ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Director
Meharjit Land & Housing Pvt. Ltd.

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 is made and executed at Gurgaon on this 5th day of March, 2013.

BETWEEN

M/s. ORRIS INFRASTRUCTURE PRIVATE LIMITED, 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. NEPTUNE 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. 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, legal representatives,

Neptune Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

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 Oct., 2007 duly registered as document no. 3303, 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 March 2011 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 7 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 0 Kanal 13 Marla bearing Rect No. 23, Killa No. 2/1(4-13) up to the extent of 5/93 share which comes to 0 Kanal 5 Marla, Rect No. 23, Killa No. 1/2(1-10) up to the extent of 523/1815 share which comes to 0 Kanal 8 Marla, Total measuring 0 Kanal 13 Marla, in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 0 Kanal 10 Marla bearing Rect. No. 3, Killa No. 18/5(2-1) upto the extent of 4/82 share which comes to 0 Kanal 2 Marla; Rect. No. 3, Killa No. 17/5(2-19), 24(8-0), 25/1/1(0-8), Kita 3, total measuring 11 Kanal 7 Marla upto the extent of 16/454 share which comes to 0 Kanal 8 Marla; total measuring 0 Kanal 10 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 10 February, 2012 duly registered as document no. 2946, Book No. 1, Vol. No. 118 at Page No. 171, Addl. Book No. 1 Vol. No. 63 pages 61 to 62 with the Sub-Registrar, Manesar,

Neptune Land & Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

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

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

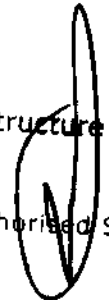
NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 0 Kanal 13 Marla bearing Rect No. 23, Killa No. 2/1(4-13) up to the extent of 5/93 share which comes to 0 Kanal 5 Marla, Rect No. 23, Killa No. 1/2(1-10) up to the extent of 523/1815 share which comes to 0 Kanal 8 Marla, Total measuring 0 Kanal 13 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 0 Kanal 10 Marla bearing Rect. No. 3, Killa No. 18/5(2-1) upto the extent of 4/82 share which comes to 0 Kanal 2 Marla; Rect. No. 3, Killa No. 17/5(2-19), 24(8-0), 25/1/1(0-8), Kita 3, total measuring 11 Kanal 7 Marla upto the extent of 16/454 share which comes to 0 Kanal 8 Marla; total measuring 0 Kanal 10 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th Oct., 2007 and be read

Neptune Land & Housing Dev. Pvt. Ltd.


Authorized Signatory

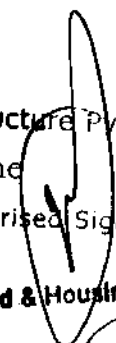
For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

and considered as part and parcel of the said Agreements for all purposes.

4. That all other terms and conditions of the Agreement dated 24th Oct., 2007 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 24th Oct., 2007 and Addendum dated March 2011 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th Oct., 2007 and Addendum dated March 2011 .

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.
SIGNED AND DELIVERED by the
Within named ORRIS  Authorised Signatory

Neptune Land & Housing Pvt. Ltd.
SIGNED AND DELIVERED by the
Within named LAND OWNER  Authorised Signatory

WITNESSES:

1. Jitender Singh S/o. Sh. Kehri Singh
R/o H.No.-1157, Sector-15, Sonapat, Haryana.
- 2.

28155 ✓

Sl. No.	24098
Amount	5311
Purpose/Use	CIPB
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

513
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. NEPTUNE 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 Authorized Signatory Sh. 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. 43, Mustil No. 18, Killa No. 21(8-0), 22(8-0), Kita 2 total land measuring 16 Kanal 0 Marla upto to the extent of 5/320 share which comes to 0 Kanal 5 Marla, Khewat/ Khata No. 51/53., Mustil No. 3, Killa No. 18/3(0-6), in full

Neptune Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

प्रलेख न: 28155

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 159,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 1,000.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/03/2013 दिन मंगलवार समय 4:29:00PM बजे श्री/श्रीमती/कुमारी M/s Neptune Land & Housing P. Ltd. श्री/श्रीमती/कुमारी निवासी 1697, Chunna Mandi, Pahar Ganj, N. Delhi-110055 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Neptune Land & Housing P. Ltd. thru Amit Gupta(OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी 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 Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehri Singh निवासी 1157, बच्च/श्री/श्रीमती/कुमारी Mahesh K. Chohan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon 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

which is 0 Kanal 6 Marla Salam, Khewat/ Khata No. 52/54., Mustil No. 3, Killa No. 17/4(1-9), in full which is 1 Kanal 9 Marla Salam, Khewat/ Khata No. 53/55., Mustil No. 8, Killa No. 3/1/4(0-11), in full which is 0 Kanal 11 Marla Salam **Total Area in all Khewat/ Khata No. is 2 Kanal 11 Marla** vide Jamabandi year 2002-03 situated in the revenue estate of Badha, Tehsil Manesar & Distt.- Gurgaon, Haryana 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 0.318 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 0.318 Acres 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 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.

Neptune Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

Reg. No.

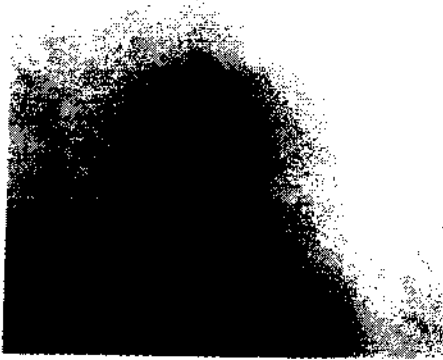
28,155

Reg. Year

2012-2013

Book No.

1



पेशकर्ता










दावेदार



गवाह




उप / सयुक्त पंजीयन अधिकारी


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

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.
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:-

Neptune Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Reg. No.

Reg. Year

Book No.

28,155


2012-2013

1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28,155 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 65 से 66 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/सर्वोक्त पंजीयन अधिकारी
गुडगावा

S. No.	Amount (Rs.)	DD/Cheque No.	Dated.	Drawn on
1.	1,59,000/-	142696	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.
- 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.

Neptun Land & Housing Pvt. Ltd.


Authorized Signatory

For C



- 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.
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.

Noted
For
Authorised Signatory

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.
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

Neptune Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised 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 Collaboration Agreement on the day, month and year first above written

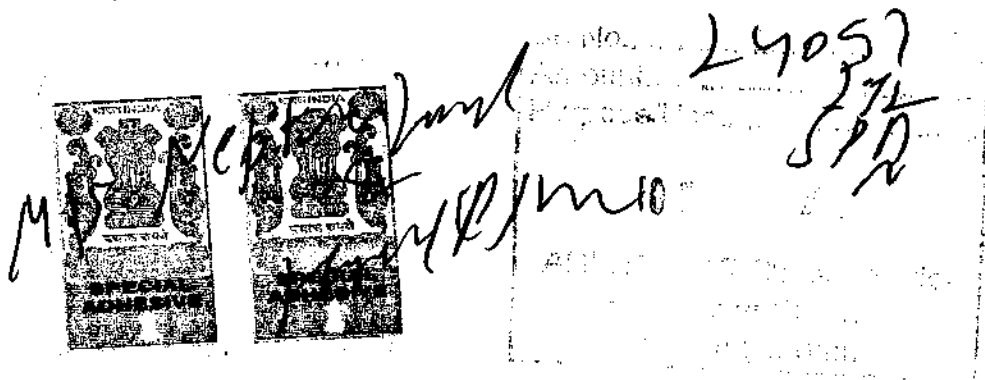
For Orris Infrastructure Pvt. Ltd.
SIGNED AND DELIVERED by the
within named ORRIS
Authorised Signatory

Neptune Land & Housing Pvt. Ltd.
SIGNED AND DELIVERED by the
within named LAND OWNER
Authorised Signatory

WITNESSES:

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

2. 
Mahesh K. Chauhan
Advocate, Gurgaon



SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that M/s. NEPTUNE LAND AND HOUSING PRIVATE LIMITED, a company registered under The Companies Act, 1956, having its registered office at at 1697, Chunna Mandi, Pahar Ganj, New Delhi - 110055 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 Signatories 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. 43, Mustil No. 18, Killa No. 21(8-0), 22(8-0), Kita 2 total land measuring 16 Kanal 0 Marla upto to the extent of 5/320 share which comes to **0 Kanal 5 Marla**, Khewat/ Khata No. 51/53., Mustil No. 3, Killa No. 18/3(0-6), in full which is 0 Kanal 6 Marla Salam, Khewat/ Khata No. 52/54., Mustil No. 3, Killa No. 17/4(1-9), in full which is 1 Kanal 9 Marla Salam, Khewat/ Khata No. 53/55., Mustil

Neptune Land & Housing Pvt. Ltd.

Authorized Signatory

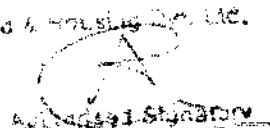
No. 8, Killa No. 3/1/4(0-11), in full which is 0 Kanal 11 Marla Salam
Total Area in all Khewat/ Khata No. is 2 Kanal 11 Marla vide
Jamabandi year 2002-03 situated in the revenue estate of Badha,
Tehsil Manesar & Distt.- Gurgaon, Haryana hereinafter referred to as
"the said Land".

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.

Neptune Land & Housing Co. Ltd.


Neptune Land & Housing Co. Ltd.

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.

Neptuna Land & Housing P.A. Ltd.

EXECUTANT

Authorized Signatory

Witnesses :

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


Mahesh K. Chauhan
Advocate, Gurgaon

- 2.

21453

ORRIS INFRASTRUCTURE PRIVATE LIMITED

RATNA SINGH
STAMP VENDOR
Teh. GURGAON

22 MAR 2011

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 24th October, 2007 is made and executed at Gurgaon on this _____ day of _____, 2011:

BETWEEN

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

AND

M/s. NEPTUNE 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".

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 duly registered as document no. 3303, Dated

Neptune Land & Housing Private Ltd

Authorized Signatory

For : _____

(Signature)

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 (herein after referred to as the said Agreement) for development of a Colony on land measuring 20.5 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 1 Kanal 18 Marla bearing Rect. No. 37, Killa No. 10(8-0) upto the extent of 2/160 share which comes to 0 Kanal 2 Marla; Rect. No. 36, Killa No. 3(8-0), 7/2(5-18), 8(8-0), 13(8-0), 14/1/1(3-6); Rect. No. 37, Killa No. 1(8-0), 2/2(7-11), Kita 7, total measuring 48 Kanal 15 Marla upto the extent of 20/975 share which comes to 1 Kanal 0 Marla; Rect. No. 36, Killa No. 5/2(5-12), 6/1(7-12), 14/2/2(2-14), 15(8-0), 16(4-16), 17/1(4-14); Rect. No. 37, Killa No. 11(8-0), 20(8-0), Kita 8, total measuring 51 Kanal 8 Marla upto the extent of 16/1028 share which comes to 0 Kanal 16 Marla, All Kita 16, Total measuring 1 Kanal 18 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 0 Kanal 18.5 Marla bearing Rect. No. 3, Killa No. 18(8-0) upto the extent of 5/320 share which comes to 0 Kanal 2.5 Marla; Rect. No. 3, Killa No. 13(9-11), 14(4-16), 16/2(0-10), 17(8-0), 23(8-0), 24(8-0), 25/1/1(0-8), total measuring 39 Kanal 5 Marla upto the extent of 10/785 share which comes to 0 Kanal 11 Marla; Rect. No. 8, Killa No. 2/1/2(4-4), 2/2(3-12), 3(8-0) total measuring 15 Kanal 16 Marla upto the extent of 6/316 share which comes to 0 Kanal 6, All Kita 11, Total measuring 0 Kanal 18.5 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 24th August, 2008 duly registered as document no. 601, Book No. 1, Vol. No. 1 at Page No. 28, Addl. Book No. 1 Vol. No. 2

For Omis Infrastructure Pvt. Ltd.

Authorised Signatory

pages 1 to 2 with the Sub-Registrar, Manesar, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

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

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land total admeasuring 1 Kanal 18 Marla bearing Rect. No. 37, Killa No. 10(8-0) upto the extent of 2/160 share which comes to 0 Kanal 2 Marla; Rect. No. 36, Killa No. 3(8-0), 7/2(5-18), 8(8-0), 13(8-0), 14/1/1(3-6); Rect. No. 37, Killa No. 1(8-0), 2/2(7-11), Kita 7, total measuring 48 Kanal 15 Marla upto the extent of 20/975 share which comes to 1 Kanal 0 Marla; Rect. No. 36, Killa No. 5/2(5-12), 6/1(7-12), 14/2/2(2-14), 15(8-0), 16/0-16, 17/1(4-14); Rect. No. 37, Killa No. 11(8-0), 20(8-0), Kita 8, total measuring 51 Kanal 8 Marla upto the extent of 16/1028 share which comes to 0 Kanal 16 Marla, All Kita 16, Total measuring 1 Kanal 18 Marla in the revenue estate of Village Badha, Tehsil- Manesar, District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 0 Kanal 18.5 Marla bearing Rect. No. 3, Killa No. 18(8-0) upto the extent of 5/320 share which comes to 0 Kanal 2.5 Marla; Rect. No. 3, Killa No. 13(9-11), 14(4-16), 16/2(0-10), 17(8-0), 23(8-0), 24(8-0), 25/1/1(0-8), total measuring 39 Kanal 5 Marla upto the extent of 10/785 share which comes to 0 Kanal 11 Marla; Rect. No. 8, Killa No. 2/1/2(4-4), 2/2(3-12), 3(8-0) total measuring 15 Kanal 16 Marla upto the extent of 6/316

Neptune Land & Housing Pvt. Ltd.

Authorised Signatory

For


share which comes to 0 Kanal 6, All Kita 11, Total measuring 0 Kanal 18.5 Marla in the revenue estate of Village Badha, Tehsil-Manesar, District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.

3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 shall remain the same and in force.
5. 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:

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

Neptunus Infrastructure Pvt. Ltd.

Authorised Signatory

SCHEDULE-A				Neptune Land & Housing - Addendum to Agreement, Dated 24th October 2007	
S. No.	Sr.Reg. No.	VILLAGE	TOTAL AREA KANNAI/MARLA	VASIKI MUTATION NO.	LAND DETAILS
1	30/108	Badha	7	16 25140/2118, 2464	RECT.No.18, Kila no.21,(8-0),22(8-0),Total(16-0), Share 56/640, Measuring 1 Kan 8 Marla; RECT.No.19, Kila No.18(8-0),23/1 Min(2-14),25(8-0), Total (18-14), Share 34/375, Measuring 1 Kanal 14 Marla;RECT.No.19, Kila No.16/2 Min(3-1), 17 Min(6-10),Share 51/1240, Measuring 0 Kanal 17 Marla;RECT.No.36, Kila No.10),Share 75/1815, Measuring 0 Kanal 2 Marla;RECT.No.23, Kila No.1/2(1-7),RECT.No.25,Kila No.14/2(6-17), Total (7-4), Share 1/24, Measuring 0 Kanal 6 Marla; RECT. No.22, Kila No.15/1/1(2-9), RECT. No.18, kila No.11/1 Min(0-RECT.No.37, Kila No.18(8-0), 23(8-0), Total (23-15), Share 1/24, Measuring 0 Kanal 0 Marla ; RECT.No.16, Kila No.10/1/2(0-15), Total (0-15), Share 1/16, Measuring 0 Kanal 1 Marla; RECT.No.22, Kila No.6/2 (3-16), Total (3-16), Share 41/92, Measuring 2 Kanal 1 Marla; RECT.No. 18, Kila No.1/3/4 (0-5), RECT. No. 37, Kila No. 13/2(0-5), Total (0-10), Share 42/517, Measuring 0 Kanal 1 Marla;FIELD 36, Total Measuring 7 Kanal 16 Marla
2	31/112	Badha	2	16.5 25141	2047
3	33/122	Badha	5	10 26354	2222
5	35/125	Badha	24	0 26356	2013
6	38/126	Badha	6	8 26960	2046
					RECT.No.4, Kila No.11/2(3-17), 12/2(4-0), 23/3(7-11),20/2(0-8),20/3(3-19), total (19-15) Share 30/395, Measuring 1 Kanal 10 Marla; RECT. No.8, Kila No.21/2(5-12), Share 2/8, Measuring 1 Kanal 5 Marla; RECT.No.8, Kila No.27(4-0), share 1/48, Measuring 0 Kanal 1.5 Marla, FIELD 7, Total Measuring 2 Kanal 16.5 Marla RECT. No.26, Kila No.17(8-0), Share 110/160, FIELD 1, Total Measuring 5 Kanal 10 Marla RECT.No.27, Kila No.20(8-0), RECT.No.26, Kila No.16(8-0); RECT. No.26, Kila No.25(8-0), Total (24-0), Salam, FIELD 3, Total Measuring 24 Kanal 0 Marla RECT.No.9, Kila No.3/2(2-4), 8/1(4-4), Total(6-8), Salam, FIELD 2, Total Measuring 6 Kanal 8 Marla


For DARS INFRASTRUCTURE PVT. LTD.

Secretary

739/129	Badha	4	26965	2117	RECT.No.18, Kila No.21(8-0),22(8-0),Total(16-0), Share 26/640, Measuring 0 Kanal 13 Marla; RECT.No.19, Kila No.18(8-0),23/1(2-14),25(8-0),Total (18-14), Share 25/375, Measuring 1 Kanal 5 Marla; RECT.No.19, Kila No.16/2 Min(3-1),17 share 2/121, Measuring 0 Kanal 0 Marla; RECT.No.36, Kila No.26(2-1), share 306/1240, Measuring 0 Kanal 10 Marla; RECT.No.23, Kila No.1/2(1-10), Share 448/1815, Measuring 0 Kanal 7 Marla; RECT.No.23, Kila No.2/1(4-13), Share 163/2813, Measuring 0 Kanal 1 Marla; RECT.No.3, Kila No.18/1(4-16), share 2/192, Measuring 0 Kanal 5 Marla; RECT.No.3, Kila No.14/1(4-7), 13(9-11), 23(8-0), share 14/876, Measuring 0 Kanal 4 Marla; RECT.No.8, Kila No.2/1/2(3-19), 2/2(3-8), 3/1/2(2-9), Total (9-16), share 3/1/2(2-9), Total (9-16), share 2/632, Measuring 0 Kanal 0 Marla; Total Measuring Land 4 Kanal 4 Marla	
869/105	Badha	0	12.5	6989	2110	RECT.No.8, Kila No.21/2(5-12) Share 1/9, Measuring 0 Kanal 12 Marla; RECT.No.8, Kila No.27(4-0), share 1/96, Measuring 0 Kanal 1 Marla, FIELD 2, Total measuring 0 Kanal 13 Marla
9126/347	Badha	0	18.5	601	2416	RECT.No.3, Kila No.13(2-11), 14(4-16), 16(2-0-10), 17(8-0), 23(8-0), 24(8-0), 25/1/1(0-8), Total (39-5), share 107/85, Measuring 0 Kanal 10 Marla; RECT.No.8, Kila No.2/1/2(4-4)-2/2(3-12), 3(8-0), Total (15-16), share 6/316, Measuring 0 Kanal 6 Marla, Total measuring 0 Kanal 18.5 Marla
1076/109	Hayatpur	3	0	25264	2019	RECT.No.55, Kila No.10/2(0-16); RECT.No.69, Kila No.11/1(5-12), 20/2(2-0); RECT.No.58, Kila No.5/2(4-0), 15/3(2-4), 16/1(2-7); RECT. No.11/1(4-13),21/1(6-8), Total (28-0), Share 1/10, Measuring 2 Kanal 16 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/40, Measuring 0 kanal 4 marla; FIELD 10, total Measuring 3 Kanal 0 Marla, Finally Mutated 2 Kanal 16 Marla
1177/110	Hayatpur	3	0	25265	2018	RECT.No.55, Kila No.10/2(0-16); RECT.No.69, Kila No.11/1(5-12), 20/2(2-0); RECT.No.58, Kila No.5/2(4-0), 15/3(2-4), 16/1(2-7); RECT. No.60, Kila No.11/1(4-13),21/1(6-8), Total (28-0), Share 1/10, Measuring 2 Kanal 16 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/40, Measuring 0 kanal 4 marla; FIELD 10, total Measuring 3 Kanal 0 Marla, Finally Mutated 2 Kanal 16 Marla

FOR OFFICE INFRASTRUCTURE PVT. LTD.

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 PAFI INFRASTRUCTURE PVT. LTD.

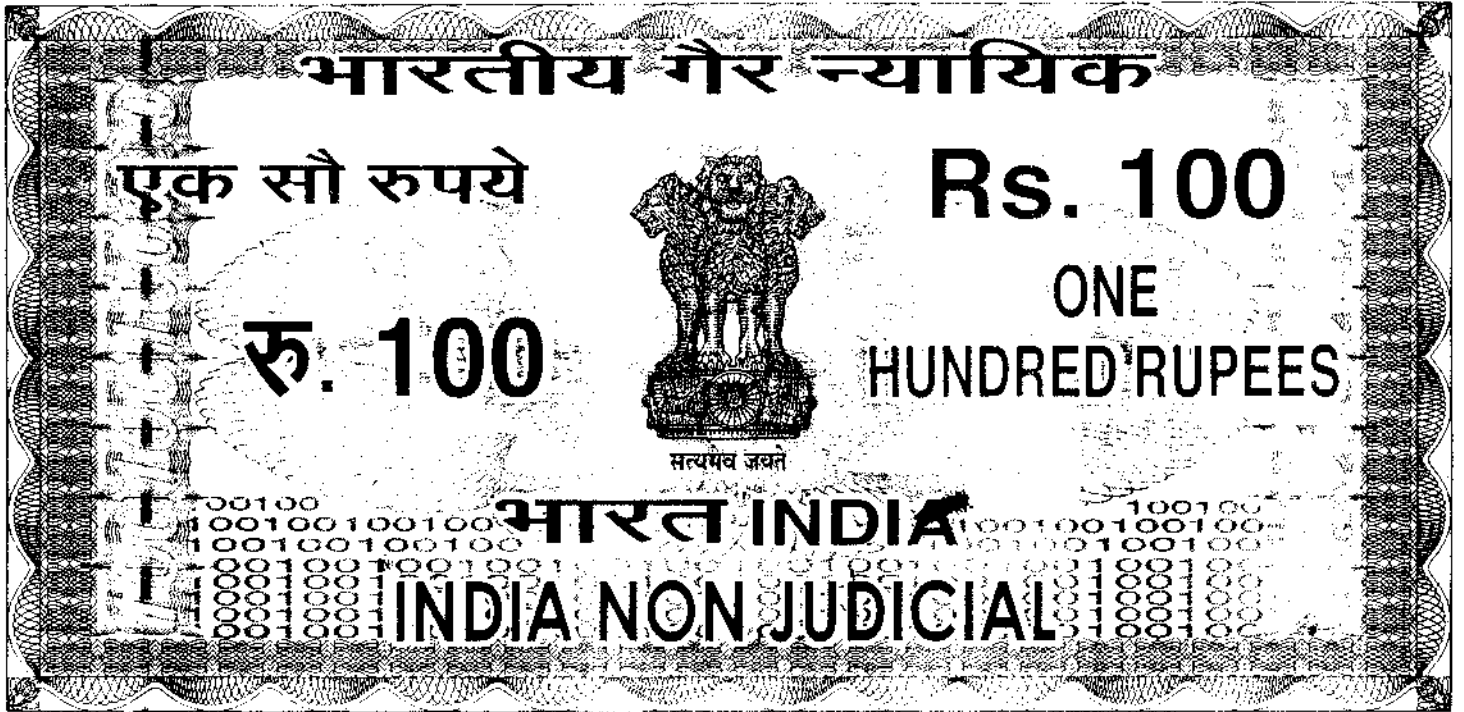
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1278/111	Hayatpur	8	18.5	25262	1761	RECT.No.29, Kila No.24(7-7), 25/1(2-11); RECT.No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT.no.59, Kila No.4(8-0), 7(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.no.59, Kila No.22(6-9), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 marla, FIELD 15, Total Measuring 8 Kanal 18.5 marla, Finally Mutated 8 Kanal 18 Marla
1380/114	Hayatpur	6	18	25472	2020	RECT.No.58, Kila No.13/2(2(1-3), 14/2(2(6-13), 15/1 Min(1-15), 16/3(1-4), RECT.No.60, Kila No.20/3(4-10); RECT.No.69, Kila No.1(8-0), 2/1(2-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 16 Marla
1481/116	Hayatpur	6	18	25480	2021	RECT.No.58, Kila No.13/2(2(1-3), 14/2(2(6-13), 15/1 Min(1-15), 16/3(1-4), RECT.No.60, Kila No.20/3(4-10); RECT.No.69, Kila No.1(8-0), 2/1(2-8), total (25-13), share 1/4, Measuring 6 kanal 8 Marla; RECT.No.58, Kila No.6(7-13), 26(0-7), total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 9, Total Measuring 6 Kanal 18 marla, Finally Mutated 6 Kanal 16 Marla
1582/119	Hayatpur	5	18	25656	1770	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 239/960, FIELD 4, Total Measuring 5 Kanal 18 Marla
1683/106	Hayatpur	6	3	25926	1756	RECT.No.14, Kila No.5/2(2-13), 14(8-0), 15(8-0), 17(8-0), 18/1(6-4), 25(8-0), Total (40-17), Share 9/60, FIELD 6, total Measuring 6 Kanal 3 Marla
1784/115	Hayatpur	8	18.5	26466	1759	RECT.No.29, Kila No.24(7-7), 25/1(2-11); RECT.No.58, Kila No.3/1(1-16), 8/3(4-18), 13/1(2-13); RECT.no.59, Kila No.2(8-0), 3(8-0), 8(8-0), 13(8-0), 14/1(2-8), 18/2(3-16), 28(0-2), Total (57-11), share 3/20, Measuring 8 Kanal 12.5 Marla; RECT.no.59, Kila No.22(6-9), 27(0-15), 26(0-14), Total (7-18), share 3/80, Measuring 0 Kanal 6 Marla, FIELD 9, Total Measuring 6 Kanal 18.5 Marla, Finally Mutated 8 Kanal 18 Marla
1885/124	Hayatpur	5	5	26469	1984	RECT.No.31, Kila No.23/2(7-0); RECT.No.55, Kila No.4/1/2(3-10), Total (10-10), share 1/2, FIELD 2, Total Measuring 5 Kanal 5 Marla
		98	184.5			
	TOTAL	107K	4.5M			
	Or	13.403	ACRE			

ATTESTED TRUE COPY

Notary Public Delhi

For SHARADHA INFRASTRUCTURE PVT. L



हरियाणा HARYANA

COLLABORATION AGREEMENT

K 407753

This Agreement is made at Gurgaon on this 15th OCTOBER 2012.

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. Amit Gupta duly authorized vide a Board Resolution, Dated- 4-9-2007 and hereinafter referred to as ORRIS of the ONE PART.

AND

M/s. ORA LAND AND HOUSING PVT. LTD., a Limited Company incorporated under the Companies Act, 1956 and having its registered office at C - 3/260, Janakpuri, New Delhi - 110058 through its Authorized Signatory, Mr. Sanjay Gupta duly authorized vide a Board Resolution, Dated 9-8-2012 and hereinafter referred to as the "land owner" of the OTHER PART.

For ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

For Ora Land and Housing Pvt. Ltd.

Authorized Signatory

19229

Orris Infrastructure Pvt. Ltd.

Gd

VIKAS SHARMA

30 MAY 2012

प्रलेख नः 16831

Stamp verification, दिनांक 15/10/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 11,060,000.00 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 Adv

यह प्रलेख आज दिनांक 15/10/2012 दिन सोमवार समय 1:20:00PM बजे श्री/श्रीमती/कुमारी M/S Orris Infr. Pvt. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी J-10/5, DLF-II MG Road gn द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

A

श्री M/S Orris Infr. Pvt Ltd. thru Amit Gupta (OTHER)

उप/सर्वोक्त पंजीयन अधिकारी
गुडगांवा

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru- Sanjay Gupta दख्खार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों 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 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 के.ए.ए. श्री/श्रीमती/कुमारी C.L.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 15/10/2012



उप/सर्वोक्त पंजीयन अधिकारी
गुडगांवा

No. 2(2-18), 3(8-0), 4/1 (7-11), 8/1(5-3), Mustil No. 53 Kill No. 10/2/1 (1-9), 11/2(7-8), Mustil No. 54, Killa No. 18/1 (0-18), 23/3 (0-18), Kita 19 total land measuring 91 Kanal 3 Marla up to the extent of 349/1823 share which comes to **17 Kanal 9 Marla** Khewat/ Khata No 208/165min Mustil No. 37, Killa No. 20/3(2-0), 21 (4-11), 22 (8-0), 23/2(2-14), Mustil No. 40, Killa No. 2(3-2), 3(7-14), 8 (2-1), Kita 7 total land measuring 30 Kanal 2 Marla up to the extent of 220/602 share which comes to **11 Kanal 0 Marla** Khewat/ Khata No 208/165min Mustil No. 36, Killa No. 16/2(6-18), Mustil No. 37, Killa No. 20/4(2-5), Kita 2 total land measuring 9 Kanal 3 Marla up to the extent of 121/549 share which comes to **2 Kanal 0 Marla** Khewat/ Khata No 241/196 Mustil No. 50, Killa No. 9/2(3-16), 10/2(3-16), 11/2/2/1(1-2) Kita 3 total land measuring 8 Kanal 14 Marla up to the extent of 1/3 share which comes to **2 Kanal 18 Marla**, Khewat/ Khata No. 186/217, Mustil No. 34, Killa No. 23/2(7-0), 24/1(0-11), Kita 2 total land measuring **7 Kanal 11 Marla Salam**, Khewat/ Khata No. 104/120, Mustil No. 36, Killa No. 4(1-14), 5(8-0), 6/1(5-16), Kita 3 total land measuring 15 Kanal 10 Marla up to the extent of 1/2 share which comes to **7 Kanal 15 Marla**. **Total Area in all Khewat/ Khata No. is 110 Kanal 7 Marla** vide jamabandi year 2004-05 situated in the revenue estate of Hayatpur, Tehsil & Distt.- Gurgaon, Haryana.

AND

Khewat/ Khata No 127/120 Mustil No. 19, Killa No. 7 (8-0), 8 (8-0), 9(8-0), Kita 3 total land measuring 19 Kanal 14 Marla up to the extent of 15/28 share which comes to **10 Kanal 11 Marla** Khewat/ Khata No 195/203 Mustil No. 10, Killa No. 12/1 (4-11) Shalm **4 kanal 11 marla** Khewat/ Khata No 278/259 Mustil no. 31 Killa No. 5 (8-0) kitta 1 total land measuring 8 Kanal 0 Marla up to the extent of 1/4 share which comes to **2 Kanal 0 Marla** Khewat/ Khata No 151/159 Mustil No. 25, Killa No. 25/1 (4-0) Shalm **4 kanal 0 marla** Khewat/ Khata No 266/247 Mustil no. 15 Killa No. 20/3 (3-5), 3/1/2(1 - 0) , Mustil no. 16 Killa No. 16/1/2(4 - 8) kitta 3 total land measuring 8 Kanal 13 Marla up to the extent of 82/346 share which comes to **2 Kanal 1 Marla**, Khewat/ Khata No 121/125 Mustil no. 26 Killa No. 6(7 - 8) kitta 1 total land measuring **7 Kanal 8 Marla Salam**, Khewat/ Khata No 329/309 Mustil No. 30, Killa No. 8/2(4 - 16), 9(8 - 0), 12/2/1(5 - 3), 13/1/1(6 - 14) kitta 4 total 24 kanal 13 Marla Shalm **24 kanal 13 marla** Khewat/ Khata No 285/265 Mustil. no. 8* Killa No. 5/2(4 - 4), 6/1(4 - 2), 6/2(3 - 6), 15/1(4 - 10), 17/1(4 - 11) kitta 5 total land measuring 20 Kanal 13 Marla up to the extent of 1/7

For Ona Land and Housing Pvt. Ltd.

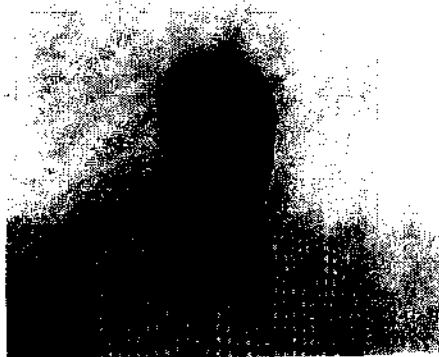
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For Ona Land and Housing Pvt. Ltd.

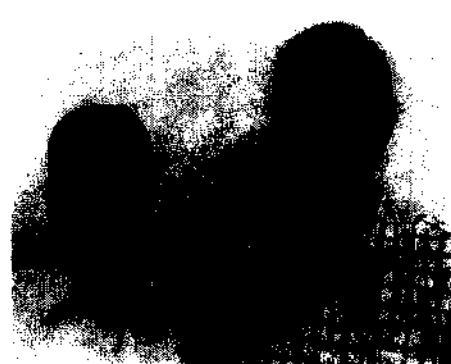
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पेशकर्ता











दावेदार

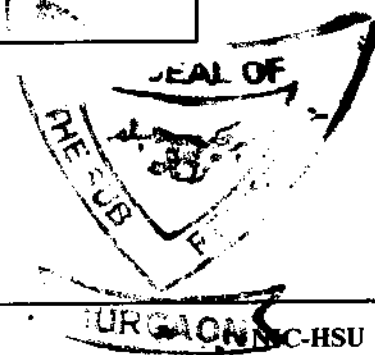


गवाह



उप /सयुक्त पैजीयन अधिकारी

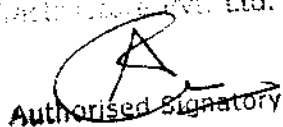
पेशकर्ता	Amit Gupta		
दावेदार	Thru- Sanjay Gupta		
गवाह	Jitender Singh		
गवाह	C.L.Arora		



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. 168/125, 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 total land measuring 55 Kanal 18 Marla up to the extent of 160/1118 share which comes to **8 Kanal 0 Marla**, Khewat/ Khata No. 151/109min., Mustil No. 58, Killa No. 4/1 (4-0) upto to the extent of 13/464 share which comes to **0 Kanal 2 Marla**, Khewat/ Khata No. 151/109min., Mustil No. 59, Killa No. 23 (7-12), 24/2 (2-18), Kita 2 total land measuring 10 Kanal 10 Marla upto to the extent of 80/1090 share which comes to **2 Kanal 18 Marla**. Khewat/ Khata No. 34/17, Mustil No. 38, Killa No. 14/7 (3-4), 15/1/2 (5-0). Kita 2 total land measuring **8 Kanal 4 Marla Salam**, Khewat/ Khata No. 234/190, Mustil 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), Kita 11 total measuring 70 Kanal 15 Marla upto the extent of 1/6 share which comes to **11 Kanal 16 Marla**, Khewat/ Khata No. 236/192, Mustil No. 17 Killa No. 26 (2 -14), 27(0-12) Kita 2 total measuring 3 Kanal 6 Marla upto the extent of 1/4 share which comes to **0 Kanal 16.5 Marla**, Khewat/ Khata No. 363/310, Mustil No. 15, Killa No. 3/1 (6-0), total land measuring **6 Kanal 0 Marla Salam**, Khewat/ Khata No 100/63 Mustil No. 37, Killa No. 24 (8-0), 25 (8-0), Mustil No. 38, Killa No. 20/2 (2-13), 21 (8-0), Mustil No. 39 Kill No. 1(7-12), 10 (8-0), 11(8-0), 26 (0-8), Mustil No. 40 Kill No. 4(8-0), 5(8-0), 6(8-0), 7(7-12) 15 (8-12), 16/2 (0-8), Kita 14 total land measuring 91 Kanal 05 Marla up to the extent of 160/1825 share which comes to **8 Kanal 0 Marla**. Khewat/ Khata No 335/288 Mustil No. 36, Killa No. 6/2 (2-4), 7 (2-6), 14 (3-14), 15 (8-0), Mustil No. 37, Killa No. 7/4 (2-4), 8/2 (5-2), 11 (8-0), 12 (8-0), 13/1 (6-5), Kita 9 total land measuring 45 Kanal 15 Marla up to the extent of 115/915 share which comes to **5 Kanal 15 Marla** Khewat/ Khata No 334/287 Mustil No. 37, Killa No. 3(8-0), 4/1 (3-12), 4/3 (4-0), 5/1(6-7), 7/1 (4-0), 7/3(1-8), 8/1 (2-18), 14/3 (3-12), Kita 8 total land measuring 33 Kanal 17 Marla up to the extent of 369/1354 share which comes to **9 Kanal 4.5 Marla** Khewat/ Khata No 162/119 Mustil No. 39, Killa No. 6/1/1(5-10), to the extent of 3928/23196 share which comes to **0 Kanal 18 Marla** Khewat/ Khata No 162/119 Mustil No. 39, Killa No. 14/2 (6-0), 15/1 (6-1), 16/2(6-8), 18/1 (4-9), 17(8-0), 22/2 (4-15), 23 (8-0), 24(7-9), 25/1 (5-2), 25/3 (0-3), 28 (0-11). Mustil No. 41, Killa

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

For Ora Land and Housing Pvt. Ltd.



Authorised Signatory

Reg. No.	Reg. Year	Book No.
16,831	2012-2013	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 16,831 आज दिनांक 15/10/2012 को बही न: 1 जिल्द न: 13,015 के पृष्ठ न: 196 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2,443 के पृष्ठ सख्या 11 से 12 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 15/10/2012


उप/संयुक्त पंजीयन अधिकारी
गुडगावा



share which comes to **2 Kanal 19 Marla**. **Total Area in all Khewat/ Khata No. is 58 Kanal 3 Marla** vide jamabandi year 2002 - 03 situated in the revenue estate of Bhada, Tehsil Manesar & Distt.- Gurgaon, Haryana.

Total Area in aforesaid Revenue Estates- Hayatpur and Badha, Distt.- Gurgaon, Haryana is 168 Kanal 10 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 **21.0625 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 even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 21.0625 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 process of negotiation with various land owners for development of a colony in keeping with the provisions of the local laws.

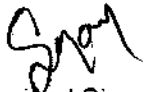
AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

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

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

For Ora Land and Housing Pvt. Ltd.

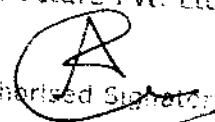

Authorised Signatory

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

For Ora Land and Housing Pvt. Ltd.



Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

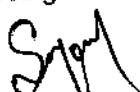

Authorized Signatory

- a) At time of signing of this agreement the ORRIS has paid the consideration amount of Rs. 5,25,000/- 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:-
- (i) Transaction No 4435904 dated 17.09.2012 amount Rs. 1,00,00,000/- through Axis Bank Ltd .
- (ii). A sum of Rs. 10,60,000/- vide Cheque No. 505107, Dated- 13/10/2012, Drawn on Axis 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;
- 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.
- 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.


Authorised Signatory

For Ora Land and Housing Pvt. Ltd.


Authorised 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.
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.
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

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

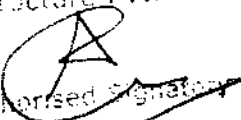
For Ora Land and Housing Pvt. Ltd.

Authorised Signatory

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.
11. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

For Ora Land and Housing Pvt. Ltd.


Authorized Signatory

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.


SATISH CHAND
District Court, Gurgaon
SIGNED AND DELIVERED by the
within named ORRIS

Authorised 

SIGNED AND DELIVERED by the
within named LAND OWNER

For Ora Land and Housing Pvt. Ltd.

WITNESSES:

1. 
Jiten Singh son of Kehar Singh
1157 sector - 15 - Sonapat


Authorised Signatory

2. 
C. J. ARORA
Advocate
Distt. Courts, GURGAON



24096
2013

28/4/9

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- 08-02-2013 and hereinafter referred to as ORRIS of the **ONE PART.**

AND

M/s. ORA LAND & HOUSING PVT. LTD, a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, Janakpuri, New Delhi-110058, 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. 388/333, Mustil No.30//, Killa No. 23/2 (2-17), 24(8-0), Mustil No. 56//, Killa No. 3/2 (2-17), 4(8-0), 6(7-8), 7(8-0), 14(7-7), 15(6-16) kita 8 total land measuring 51 Kanal 5 Marla up to the extent of 1/2 share which comes to 25 Kanal 12 1/2 Marla, Khewat/ Khata No. 363/426, Mustil No. 8//, Killa No. 22(8-0), Mustil

For Ora Land and Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

प्रलेख नः 28149

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 3,539,000.00 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

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/03/2013 दिन मंगलवार समय 3:51:00PM बजे श्री/श्रीमती/कुमारी M/s Ora Land & Housing P. Ltd. श्री/श्रीमती/कुमारी निवासी C-3/260, Janakpuri, N. Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Ora Land & Housing P. Ltd. thru Amit Gupta (OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त पेशकर्ता व 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 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 Jitender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kehar Singh निवासी 1157, Sec-15, Sonapat 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

No. 15//, Killa No. 1/2(1-7), 2/1(6-13) Kita 3 **total land measuring 16 Kanal 0 Marla Salem**, Khewat/ Khata No. 168/125 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 **total land measuring 55 Kanal 18 Marla** up to the extent of 160/1118 share which comes to **8 Kanal 0 Marla**, **Total Area in all Khewat/ Khata No. is 49 Kanal 12 ½ Marla** vide jamabandi year 2004-05 situated in the revenue estate of Hayatpur, Tehsil Manesar & Distt.- Gurgaon, Haryana. **AND Khewat/ Khata No. 180/188, Mustil No.18//, Killa No. 13/1 (7-0) total land measuring 7 Kanal 0 Marla Salem**, **Total Area in all Khewat/ Khata No. is 7 Kanal 0 Marla** vide jamabandi year 2002-03 situated in the revenue estate of Badha, Tehsil Manesar & Distt.- Gurgaon, Haryana.

Total Area in aforesaid Revenue Estates- Hayatpur and Badha, Distt.- Gurgaon, Haryana is 56 Kanal 12 ½ 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 7.078 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 7.078 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 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.

For Ora Land and Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory



पेशकर्ता








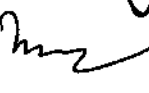


दावेदार



गवाह



उप / सयुक्त पंजीयन अधिकारी

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

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

For Ora Land and Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

Reg. No. Reg. Year Book No.

28,149


2012-2013

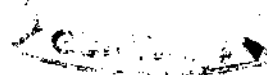
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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28,149 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 57 से 58 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 05/03/2013


उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

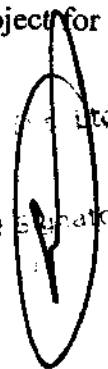


- a) At time of signing of this agreement the ORRIS has paid the amount of Rs.5,00,000 (Rupees Five Lacs only) per acre as advance to the Land Owner which will be refunded when the Land Owner get its allocation.
- b) The advance has been paid in the following manner:-
- | S. No. | Amount (Rs.) | DD/Cheque No. | Dated. | Drawn on |
|--------|--------------|---------------|------------|------------------------|
| 1. | 35,39,000/- | 142697 | 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.
- 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 Ora Land and Housing Pvt. Ltd.


Authorized Signatory

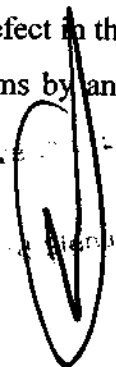
For Orris Infrastructure Pvt. Ltd.


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.
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.
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

For Ora Land and Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

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 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.

For Ora Land and Housing Pvt. Ltd.


Authorized Signatory

For Orris Land and Housing Pvt. Ltd.



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.

Defd by Sahbir Yadav Ach

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

SIGNED AND DELIVERED by the within named ORRIS

SIGNED AND DELIVERED by the within named LAND OWNER

For Ora Land and Housing Pvt. Ltd.

Authorized Signatory

WITNESSES:

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

2
2. Mahesh K. Chauhan
Advocate, Gurgaon

Sr. No. 27095
 Amount 500/-
 Purpose/Use SPA
 5 JUL 2013
 M/s. ORRIS Stamp Vendor
 Panchay. J. Bhawan
 C-3/260 (Janakpuri)

SPECIAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that M/s. ORA LAND & HOUSING PVT. LTD, a company registered under The Companies Act, 1956, having its registered office at at C-3/260, Janakpuri, New Delhi-110058 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 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. 388/333, Mustil No.30//, Killa No. 23/2 (2-17), 24(8-0), Mustil No. 56//, Killa No. 3/2 (2-17), 4(8-0), 6(7-8), 7(8-0), 14(7-7), 15(6-16) kita 8 total land measuring 51 Kanal 5 Marla up to the extent of 1/2 share which comes to **25 Kanal 12 ½ Marla**, Khewat/ Khata

No. 168/125 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 total land measuring 55 Kanal 18 Marla up to the extent of 160/1118 share which comes to **8 Kanal 0 Marla, Total Area in all Khewat/ Khata No. is 33 Kanal 12 ½ Marla** vide jamabandi year 2004-05 situated in the revenue estate of Hayatpur, Tehsil Manesar & Distt.- Gurgaon, Haryana. **AND** Khewat/ Khata No. 180/188, Mustil No.18//, Killa No. 13/1 (7-0) **total land measuring 7 Kanal 0 Marla Salem, Total Area in all Khewat/ Khata No. is 7 Kanal 0 Marla** vide jamabandi year 2002-03 situated in the revenue estate of Badha, Tehsil Manesar & Distt.- Gurgaon, Haryana.

Total Area in aforesaid Revenue Estates- Hayatpur and Badha, Distt.- Gurgaon, Haryana is 40 Kanal 12 ½ 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, LOL, 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.

For Ora Land and Housing Pvt. Ltd.

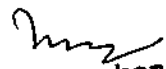
EXECUTANT

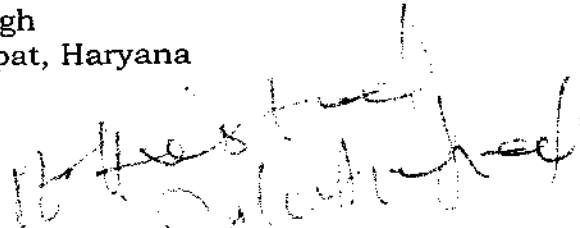
Authorized Signatory

Witnesses :

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

2.


Mahesh K. Chauhan
H.No. 1157, Sector 15, Sonapat, Haryana


Jitender Singh
R/o H.No. 1157, Sector 15, Sonapat, Haryana


Mahesh K. Chauhan
H.No. 1157, Sector 15, Sonapat, Haryana



हरियाणा HARYANA

B 396702

AGREEMENT

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

BETWEEN

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

AND

ORRIS LAND & HOUSING PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/260, JANAKPURI,
NEW DELHI through its Director VINAY GUPTA duly

Orris Land & Housing Pvt Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD

DIRECTOR

31/12/17 5-41-22

S. No.	22802
Amount	100
Purpose/Use	11/11
Naresh Kumar	
Civil Concr	दिनांक 06/05/200
Gurgaon (Haryana)	

प्रलेख न: 3321

डीड का नाम AGREEMENT	डीड संबंधी विवरण
तहसील/सब-तहसील गुडगाँवा	गांव/शहर हयातपुर
	भवन का विवरण
	भूमि का विवरण
	धन संबंधी विवरण
राशि 3,725,000.00 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 Amit Gupta (OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

गुडगाँवा

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

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

व श्री/श्रीमती/कुमारी Deepak Chakkarburty पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी M.R.Chakkarburty निवासी 22/744, DDA Flats, Saket, N.Delhi को हमने दख्खदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगाँवा

authorized vide a Board Resolution dated 1/9/07 and hereinafter referred to as the "land owner" of the **OTHER PART**.

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 22.5 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.

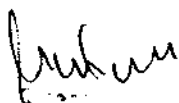
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 22.5 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

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

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

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No.	Reg. Year	Book No.
3321	2008-2009	1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Amit Gupta

दावेदार
thru:- Vijay Gupta

गवाह 1:- H.D.Pathak

गवाह 2:- Deepak Chakkarburty

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,321 आज दिनांक 06/05/2008 को बही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये हैं।

दिनांक 06/05/2008

उप/संयुक्त मजिस्ट्रेट अधिकारी
गुडगावा

उप/संयुक्त मजिस्ट्रेट

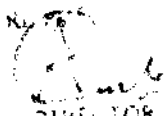
सूचीका नं० 3321 अति. बही नं० 1
जिल्द नं० 10587 पृष्ठ नं० 6568
करीब 825 के 81
दिनांक 6/5/08 को दर्ज रजिस्ट्र
किया गया।

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. 37.25.000/- Per Acre instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Orris Land & Housing Pvt. Ltd.


Director

For ORRIS LAND & HOUSING 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 014730 ^{*Rust*} dated 24/10/2007 amount 1,12,50,000/- drawn on UTI BANK, GURGAON.

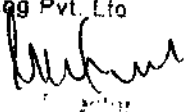
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(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

Orris Land & Housing Pvt. Ltd



For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

- (g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
 - (h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.
 - (i) To engage and employ all work force as may be required in the said Project for securing the interest of the land owner.
 - (j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
 - (k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit, from any such prospective buyer, tenant, occupant etc. in the said project.
5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Arut Gupta son of Sh. Vijay Gupta resident of C-3/260, JANAKPURI, 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
- Orris Land & Housing Pvt. Ltd.
- Director
- Director

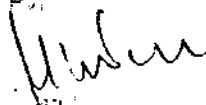
cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the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

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 3 hereinabove.
7. That the present agreement is executed with the clear stipulations that the land of the land owner is free from all encumbrances, charges, liens, and there is no defect in the title of the land owner. However, in the event there is any claim or claims by any third party and/or there is any litigation effecting the title of the land owner, it shall be the sole responsibility of the land owner to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Orris and/or to other land owners and the land owner 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.

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

For Land Owner



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

Orris 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

Orris Land & Housing Pvt. Ltd.

[Signature]
Director

Drafted by
Deekha HD
H.D. Pathak
Adv.

WITNESSES:

1. *[Signature]*
H.D. PATHAK S/O S.D. PATHAK
Shyam Nagar
PALWAL-121102.

2.

Kishorendra

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

[Signature]
C3/ Deekha Chakrabarty
Shish. M.R. Chakrabarty
22744 BDA Plot
Kalkaji in Delhi

		SHEDULE-A		ORRIS LAND & HOUSING			
Sr.No.	Sr.Reg. No.	VILLAGE	TOTAL AREA	VASIKI NO.	MUTATION NO.	LAND DETAILS	
			KANAL MARLA				
1	44/66	Hayatpur	4	0	22670	1706	RECT.No.8,Kila No.11(9-11),19(8-0),20(8-0),21(8-0),Total (33-11), Share 80/671, FIELD 5, Total Measuring 4 Kanal 0 Marla
2	45/67	Hayatpur	28	14.5	22666	1707	RECT.No.55,Kila No.16/1(0-14),16/2(1-2),17(7-7),18/2(2-13),24/2(4-0),25(2-16),3/1(4-0);RECT.No.56,Kila No.18/2(2-11),19(3-8),Total (28-110, Salam, Measuring 28 Kanal 11 Marla;RECT.No.59,Kila No.26(0-14), Share 1/4,Measuring 0 Kanal 3.5 Marla;FIELD 10, Total Measuring 28 Kanal 14.5 Marla
3	49/71	Hayatpur	25	13	22936	1713	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 513/1358 share i.e. 25 Kanal 13 Marla.
4	54/77	Hayatpur	43	15	22691	1708	RECT.No.19,Kila No.13/1(8-16),16/2/2/2(0-16),17(8-0),24(8-0),25(8-0);RECT.No.20,Kila No.19/2(6-13),20(8-0), Total (48-5), Share 8/9, Measuring 42 Kanal 18 Marla;RECT.no.19,Kila No.13/2(0-8),14/2(0-9),15/1(0-1),16/2/2/1/2(0-8),16/2/2/2/1(0-8);RECT.No.22,Kila No.21/1/2(0-4), Total (1-18), Share 4/9,Measuring 0 Kanal 17 Marla;FIELD 13, Total Measuring 43 Kanal 15 Marla
5	55/78	Hayatpur	31	10	22841	1711	RECT.No.59,Kila No.9(8-0),11(7-11),12(7-11),20/1(6-12),Total (29-14), Salam, Measuring 29 Kanal 14 Marla;RECT.No.59 Kila No. 22(6-9),27(0-15),Total (7-4), Share 1/4,Measuring 1 Kanal 16 Marla;FIELD 6, Total Measuring 31 Kanal 10 Marla
6	56/79	Hayatpur	11	7	22764	1710	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 227/1358 share i.e. 11 Kanal 7 Marla.

Orri Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
Director

[Signature]
DIRECTOR

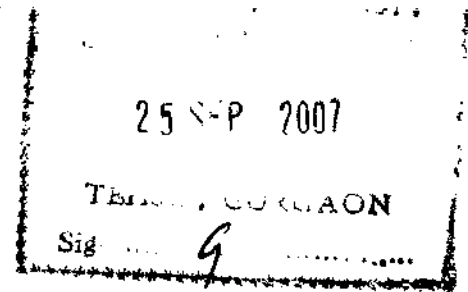
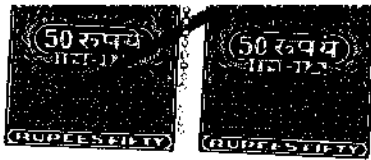
7/57/80	Hayatpur	6	5.5	22934	1712	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 251/2716 share i.e. 6 Kanal 5.5 Marla.
8/62/83	Hayatpur	19	7	22741	1709	Rectangle No. 18, Killa No 15 (8-0) & Rectangle No 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 387/1358 share i.e. 19 Kanal 7 Marla.
9/69/98	Hayatpur	8	10	23757	1721	RECT.no.14,Kila no.6/2(2-13),14(8-0),15(8-0),17(8-0),18(6-4),25(8-0),Total (40-17), Share 15/72, FIELD 6, Total Measuring 8 Kanal 10 Marla
10/69/99	Hayatpur	1	9	22860	1760	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 1/25, FIELD 5, Total Measuring 1 Kanal 9 Marla
		176	91			
	TOTAL	180	11			
		22.56	ACRE			

For ORRIS INFRASTRUCTURE PVT. LTD.



Orri's Land & Housing Pvt. Ltd.


Director



ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

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

BETWEEN

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

AND

M/s. Orris 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**.

Orris 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 25th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 22.5 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

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

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

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

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

Orris Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD. 2


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 25th October, 2007 shall remain the same and in force.
6. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 2007.

Orris Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

CONTRAST PICTURE PVT.

SPECIAL
ADHESIVE

SPECIAL
ADHESIVE

EX-100-10034

2011

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

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

BETWEEN

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

AND

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

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

Orris Land & Housing Pvt. Ltd.

Authorized Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.

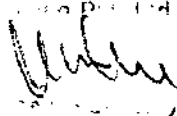
Authorized Signatory

WHEREAS the Land Owner and Cess have entered into an Agreement dated 24th October, 2007 duly registered as document no. 1327 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, Dated 4th December, 2007 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 22.56 acres (approx.) as detailed in the said Agreement situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

AND WHEREAS part of the said land total admeasuring 7 Kanal 16 Marla bearing Rect. No. 19, Kila No. 13/1(8-16) up to the extent of 8/9 share which comes to 7 Kanal 16 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 7 Kanal 16½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 313/2686 share which comes to 7 Kanal 16½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

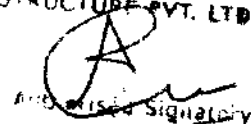
AND WHEREAS, both the parties hereto are desirous of executing an Addendum to the said Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 and have agreed on the terms of this Addendum as hereinafter stated:

WITNESSED AND SIGNED BY



- 2 -

FOR DEVIS INFRASTRUCTURE PVT. LTD.



Authorized Signatory

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 7 Kanal 16 Marla bearing Rect. No. 19, Killa No. 13/1(8-16) up to the extent of 8/9 share which comes to 7 Kanal 16 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.
2. That land total admeasuring 7 Kanal 16½ 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 313/2686 share which comes to 7 Kanal 16½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 24th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 24th October, 2007 and Addendum dated 4th December, 2007 executed between the parties and shall be concurrent and

On's Land & Housing Pvt. Ltd


Authorised Signatory,

- 3 -

For G&RIS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

co terminus with the Agreement dated 24th October, 2007 and
Addendum dated 1st December, 2007.

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

SIGNED AND DELIVERED by the
Within named ORRIS

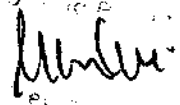
SIGNED AND DELIVERED by the
Within named LAND OWNER

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

WITNESSES:

1.


Authorized Signatory

2.

		SCHEDULE-A				M/s ORRIS LAND & HOUSING - Addendum to Agreement, Dated 25 October 2007			
Sr. No.	Sr. Reg. No.	VILLAGE	TOTAL AREA KANAL	MARLA	VASIKA NO.	MUTATION NO.	LAND DETAILS		
1	44/66	Hayatpur	4	0	22670	1706	RECT. No. 8, Killa No. 11 (9-11), 19 (8-0), 20 (8-0), 21 (8-0), Total (33-11), Share 80/571 FIELD 5, Total Measuring 4 Kanal 0 Marla		
2	45/37	Hayatpur	28	14.5	22666	1707	RECT. No. 55, Killa No. 16/1 (0-14), 16/2 (1-2), 17 (7-7), 18/2 (2-13), 24/2 (4-0), 25 (2-16), 31 (1-0), RECT. No. 56, Killa No. 18/2 (2-11), 19 (3-8), Total (28-11), Salam, Measuring 28 Kanal 11 Marla, RECT. No. 59, Killa No. 26 (0-14), Share 1/4, Measuring 0 Kanal 3.5 Marla, FIELD 10, Total Measuring 28 Kanal 14.5 Marla		
3	49/71	Hayatpur	25	13	22936	1713	Rectangle No. 18, Killa No. 15 (8-0) & Rectangle No. 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 513/1358 share i.e. 25 Kanal 13 Marla. RECT. No. 19, Killa No. 16/2/2/2 (0-16), 17 (8-0), 24 (8-0), 25 (8-0), RECT. No. 20, Killa No. 19/2/2 (5-17), 20 (8-0), Total (38-13), Share 8/9, Measuring 34 Kanal 6 Marla, RECT. No. 19, Killa No. 13/2 (0-8), 14/2 (0-9), 15/1 (0-1), 16/2/2/1/2 (0-8), 16/2, 2/2/1 (0-8), RECT. No. 22, Killa No. 21/1/2 (0-4), Total (1-18), Share 4/9, Measuring 0 Kanal 17 Marla, FIELD 13, Total Measuring 35 Kanal 03 Marla		
5	55/78	Hayatpur	31	10	22841	1711	RECT. No. 59, Killa No. 9 (8-0), 11 (7-11), 12 (7-11), 20/1 (6-12), Total (29-14) Salam Measuring 29 Kanal 14 Marla, RECT. No. 59, Killa No. 22 (6-9), 27 (0-15), Total (7-4), Share 1/4, Measuring 1 Kanal 16 Marla, FIELD 6, Total Measuring 31 Kanal 10 Marla		
6	56/79	Hayatpur	11	7	22764	1710	Rectangle No. 18, Killa No. 15 (8-0) & Rectangle No. 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 227/1358 share i.e. 11 Kanal 7 Marla.		
7	57/80	Hayatpur	8	5.5	22934	1712	Rectangle No. 18, Killa No. 15 (8-0) & Rectangle No. 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 251/2716 share i.e. 6 Kanal 5.5 Marla.		
8	60/83	Hayatpur	19	7	22741	1709	Rectangle No. 18, Killa No. 15 (8-0) & Rectangle No. 20 Killa No. 23 (7-18) & Rectangle No. 21, Killa No. 3 (8-0), 8 (8-0), 11 (8-0), 12 (8-0), 13 (8-0), 19/1 (4-0), 20 (8-0) Field 9 area measuring 67 Kanal 18 Marla to the extent of 387/1358 share i.e. 19 Kanal 7 Marla. RECT. No. 14, Killa No. 6/2 (2-13), 14 (8-0), 15 (8-0), 17 (8-0), 18 (6-4), 25 (8-0), Total (40-17) Share 1/572, FIELD 6, Total Measuring 8 Kanal 10 Marla		
9	68/86	Hayatpur	8	10	23757	1721			

Orris Land & Housing Pvt. Ltd.

Authorised Signatory

Per ORRIS LAND & HOUSING

10/69/99	Hayatpur	1	9	22860	1760	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) + cta (36-0), Share 1/25, FIELD 5, Total Measuring 1 Kanal 9 Marla
11/217/403	Hayatpur	7	16.5	1327		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, Killa No. 21(8-0), 22(8-0), Rect. No. 31, Killa No. 25/2(3-15), Total (67-3), Share 313/2886, Measuring 7 Kanal 16.5 Marla; FIELD 10, Total Measuring 7 Kanal 16.5 Marla
		176	95.5			
	TOTAL	179 K	15.5 M			
		22.471 ACRE				

ORRIS INFRASTRUCTURE PVT. LTD.

Authorized Signatory

Authorized Signatory

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 396704

AGREEMENT

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

BETWEEN

ORRIS INFRASTRUCTURE PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Janakpuri New Delhi through its Director Amit Gupta herein after referred to as ORRIS of the ONE PART.

AND

Oscar Land & Housing Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-3/26a Janakpuri New Delhi - 58 through its Director Vijay Gupta duly
Oscar Land & Housing Pvt. Ltd. For ORRIS INFRASTRUCTURE PVT. LTD.

Director

DIRECTOR

प्रलेख नः 3313

दिनांक 06/05/2008

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

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार 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 प्रस्तुत की

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

उप/संयुक्त पंजीयन अधिकारी
सब रजिस्ट्रार
गुडगावा

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

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

दिनांक 06/05/2008

उप/संयुक्त पंजीयन अधिकारी

गुडगावा

सब रजिस्ट्रार

गुडगावा

authorized vide a Board Resolution dated 3.09.07 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 23 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 23 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:-

Oscar Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

Reg. No. 3313 Reg. Year 2008-2009 Book No. 1



पेशकर्ता

पेशकर्ता
Amit Gupta

[Signature of Amit Gupta]



दावेदार

दावेदार

thru:- Vijay Gupta

[Signature of Vijay Gupta]



गवाह

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 3,313 आज दिनांक 06/05/2008 को बही नः 1 जिल्द नः 9,753 के पृष्ठ नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 06/05/2008

[Signature] उप/संयुक्त पंजीयन अधिकारी
गुडगाँव

[Signature]

सीका नं० 3313 अति. बही नं० 1
जिल्द नं० 1058 पृष्ठ नं० 9526 पर
चप्पा किया गया।
जिल्द नं० 832 पृष्ठ नं० 32
दिनांक 6/5/08 को दर्ज रजिस्ट्रार
किया गया।

Revenue Department
सब रजिस्ट्रार
गुडगाँव

HARIS-EX

NIC-HSU

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/- Ac instead of the plotted area and upon such payment, the entitlement of the land owner in the plotted area shall automatically stands vested in favour of Orris and the Land Owner shall get the Land transferred in the name of the Developer or its nominee in parts of full at circle rate and their amount will be adjusted in the lump sum payment stated above. The Land Owner shall apply to DTCP for the transfer of Licence in favour of the Colonizer / Developer or its nominee.

Oscar 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 011735 dated 24/10/07 amount 1,15,00,000/- drawn on UTI Bank.

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

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

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

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

Oscar Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri Anil Kumar son of Mr. Vijay Kumar resident of C-3/26a Tuglaquepuri ND and Shri _____ son of _____ resident of _____ nominees of Orris who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or

Oscar Land & Housing Pvt. Ltd.

Director

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

6. That in the event Orris fails to obtain the licence and/or the land can not be developed as a colony, then in that event Orris shall have full authority and power to explore possibility of alternate development and in the event such alternate development does not permit residential plotted development, the land owner shall be entitled to receive the fixed lump sum amount as mentioned in clause 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.

Oscar Land & Housing Pvt. Ltd.


Director

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

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

Oscar 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

Oscar Land & Housing Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
within named LAND OWNER

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

WITNESSES:

1. *Geeta Chutani, w/o Sh. Vijay Kumar.*
H.No- 55A/Sec-7,
Chunguon. *[Signature]*
2. *Conmf.*
Dipak Chakraborty -
20A flats.
Kal Kaji
Anand Dhillon

Drafted by
[Signature]
H.D. Pat

		SHEDULE-A		OSCAR LAND &HOUSING				
Sr.Reg.		TOTAL		VASIKA	MUTATION			
S.NO.	No.	VILLAGE	AREA	NO.	NO.	LAND DETAILS		
			KANNAL	MARLA				
1	23/84	Badha	4	11	23286	1958	RECT.No.26,Kila No.11/2(5-16),9(8-0),12/3(1-2),13/1(3-6), Total (18-1958)4, Share 1/4, FIELD 4, Total Measuring 4 Kanal 11 Marla	
2	24/85	Badha	6	16	23279	2221	RECT.No.8,Kila No.4(5-17),7(7-13),8(5-12),9(7-17),12/2(3-3),13(7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-11),18/3(1-13), Total (55-10), Share 303/2476, FIELD 11, Total Measuring 6 Kanal 16 Marla	
3	26/90	Badha	4	8	23283	1959	RECT.No.29,Kila No.11/2(3-15),10(8-0),11/11/1(2-1),1/2(2(1-17),2/2(2-7),9(2-4);RECT.No.30,Kila No.4/2(2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 1/9, FIELD 10, Total Measuring 4 Kanal 8 Marla	
4	27/91	Badha	26	8	23280	1960	RECT.No.29,Kila No.11/2(3-15),10(8-0),11/11/1(2-1),1/2(2(1-17),2/2(2-7),9(2-4);RECT.No.30,Kila No.4/2(2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 2/3, FIELD 10, Total Measuring 26 Kanal 8 Marla	
5	28/94	Badha	21	7	23638	2224	RECT.No.8,Kila No.4(5-17),7(7-13),8(6-12),9(7-17),12/2(6-15),13(7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-11),18/3(1-13), Total (60-2), Share 427/1110, FIELD 11, Total Measuring 21 Kanal 7 Marla	
6	61/86	Hayatpur	10	2.5	23284	1724	RECT.No.17,Kila No.7(8-0),14(8-0),23(7-12),4/1(2-17),16/2(3-12),17(8-0),24(8-0),8(7-14),13(8-0),18(8-0),25/1(1-0), Total (70-15), Share 193/1415, Measuring 9 Kanal 13 Marla;RECT.No.17,Kila No.26(2-14),27(0-12), Total (3-6),Share 1/16, Measuring 0 Kanal 4 Marla ;RECT.No.17,Kila No.25/1(1-0), Share 1/2, Measuring 0 Kanal 1.5 Marla ;RECT.No.17, Kila No.26(2-14),27(0-12),Total (3-6), Share 1/6, Measuring 0 Kanal 4 Marla, FIELD 16, Total Measuring 10 Kanal 2.5 Marla	

Oscar Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

Director

7/62/88	Hayatpur	10	0	23292	1725	RECT.No.18,Kila No.1(8-0),2(8-0),10/1(4-0), Total (20-0) , Share 1/2, FIELD 3, Total Measuring 10 Kanal 0 Marla
8/63/89	Hayatpur	24	16	23282	1728	RECT.No.17,Kila No.25/2(2-0);RECT.No.29,Kila No.2/2(3-4),3(8-0),4(8-0),5/1(4-0), Total (25-4), Share 1/2, Measuring 12 Kanal 12 Marla ; RECT.no.17,kila No.7(8-0),14(8-0),23(7-12),4/1(2-17),16/2(3-12),17(8-0),24(8-0),8(7-14),13(8-0),18(8-0),25/1(1-0),Total (70-15) Share 1/6, Measuring 11 Kanal 16 Marla ;RECT.No.17,kila No.26(2-14),27(0-12),Total (3-6), share 1/8, Measuring 0 Kanal 8 Marla; FIELD 18, Total Measuring 24 Kanal 16 Marla
9/64/92	Hayatpur	7	7	23436	1727	RECT.No.54,Kila No.6/3(0-5),RECT.No.58,Kila No.4/2(4-0),5/1(4-0),7(7-11),8/2(0-9),13/2(1(0-11),14/1(2-0);RECT.No.60,Kila No.19/2(2-8),20/1(2-4),21/2(1-12),22/1(2-8);Total (27-8), share 1/4 Measuring 6 Kanal 17 Marla; RECT. No.58,Kila No.6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
10/65/93	Hayatpur	7	15	25525	1769	RECT.No.22,Kila No.7(2-7),26(0-8);RECT.No.23,Kila No.20/1(1-19);RECT. No.22, Kila No.14(8-0),13/2(5-4),15(5-19),16(8-0),17(6-14),8(5-11),9(7-1),13/1(0-13), Total (51-16) , Share 206/1034 , FIELD 11, Total Measuring 10 Kanal 6 Marla
11/66/97	Hayatpur	2	17	24427	1754	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 (23-4), Share 29/240; FIELD 4, Total Measuring 2 Kanal 17 Marla
12/67/96	Hayatpur	10	6	25475	1768	RECT.No.22,Kila No.7(2-7),26(0-8);RECT.No.23,Kila No.20/1(1-19);RECT. No.22, Kila No.14(8-0),13/2(5-4),15(5-19),16(8-0),17(6-14),8(5-11),9(7-1),13/1(0-13), Total (51-16) , Share 206/1034 , FIELD 11, Total Measuring 10 Kanal 6 Marla
13/70/100	Hayatpur	21	16	23759	1726	RECT.No.58,Kila No.3/2(5-16);RECT.No.59,Kila No.15(8-0),16(8-0), Total (21-16), Salam, FIELD 3, Total Measuring 21 Kanal 16 Marla

Oscar Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

Director

14	71/101	Hayatpur	7	7	24551	1766	RECT.No.54,Kila No.6/3(0-5);RECT.No.58,Kila No.4/2(4-0),7(7-11),5/1(4-0),8/2(0-9),13/2/1(0-11),14/1(2-0);RECT. No.60, Kila No.19/2(2-8),20/1(2-4),21/2(1-12),22/1(2-8), Total (27-8), Share 1/4, Measuring 6 Kanal 17 Marla; RECT.No.58, Kila No.6(7-13),26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
15	72/102	Hayatpur	3	14.5	24552	1765	RECT.No.58,Kila No.8/1(1-15), Salam, Measuring 1 Kanal 15 Marla; RECT.No.59, Kila No.22(6-9),27(0-15),26(0-14), Total (7-18), Share 1/4, Measuring 1 Kanal 19.5 Marla ; FIELD 4, Total Measuring 3 Kanal 14.5 Marla
			162	151			
		TOTAL	169	11			
			21.19	ACRE			

Oscar Land & Housing

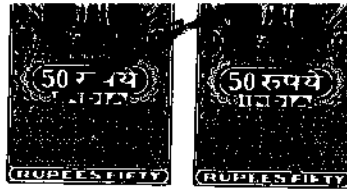
 Director

For ORRIS INFRASTRUCTURE PVT. LTD.

 DIRECTOR

19360

21/1



(A)

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ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

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

BETWEEN

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

AND

M/s. Oscar 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**.

For ORRIS INFRASTRUCTURE PVT. LTD.

Oscar Land & Housing Pvt. Ltd.

Director

DIRECTOR

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

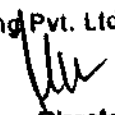
WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 23 (Twenty three) acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");


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

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

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

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

Oscar Land & Housing Pvt. Ltd.

Director

FOR ORRIS INFRASTRUCTURE PVT. LTD. 2

DIRECTOR

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

3. That Orris is fully authorized to collaborate further with any other reputed developer for development of the said land in the Commercial, Group Housing, Plotted colony etc, as the case may be and take the Security Deposit in its own name or any other name as Orris may deem fit and proper from the Developer or any other party on behalf of the Land Owner with respect to the development of the project. In the event of Orris entering into any further Collaboration Agreement with any other Developer on the basis of the said Agreement and this Addendum with respect to part or whole of the said Land, the parties herein shall not amend, vary or change terms of the said Agreement or this Addendum without the written consent of the other Developer, with whom Orris may enter into any such Agreement. Any change , variation, amendment, if made without such consent shall be void ab-initio.
4. That due to typographical error the total land has been mentioned as 23 acres instead of 21.19 acres in the said Agreement. The total land be read as 21.19 Acres instead of 23 Acres as mentioned in the said Agreement for all purposes. The land is more fully described in "Schedule-A" attached here with.
5. That excess payment of advance as per clause 4 of the said Agreement due to the said change in area, shall be adjusted in the final payments to be made by ORRIS to the Land Owner.
6. Clause No.9 of the said Agreement, which deals with the termination of the said Agreement stands omitted /deleted.

Orbis Land & Housing Pvt. Ltd.


Director

FOR ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

7. That all other terms and conditions of the Agreement dated 25th October, 2007 shall remain the same and in force.
8. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 25th October, 2007.

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

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

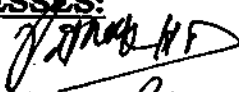
SIGNED AND DELIVERED by the
Within named ORRIS


Oscar Land & Housing Pvt. Ltd.

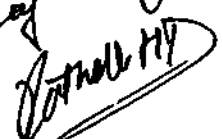

Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1. 
H.D. PATHAK S/o H.S.D. Pathak
Shyam Nagar - PALWAL - 21102.

2. 
Deepak Chakrabarty
S/o. M. R. Chakrabarty
22/744 DDA Plot
Kallera ji Sella

Drafted by

H.D. PATHAK Ad

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

दिल्ली DELHI

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ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

THIS ADDENDUM to the Agreement dated 25th October, 2007 is made and executed at Gurgaon on this 4th day of November, 2008:

BETWEEN

M/s. Orris Infrastructure Private Limited a Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi through its Director Mr. Amit Gupta duly authorized vide a Board Resolution dated 2nd September, 2008 herein after referred to as "ORRIS" of the **ONE PART;**

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

Oscar Land & Housing Pvt. Ltd.


Director

AND

M/s. Oscar Land & Housing Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at GF-16, Arunachal Building, Barakhamba Road, New Delhi through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated 2nd September, 2008 and hereinafter referred to as the "**land owner**" of the **OTHER PART**;

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

WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 and further Addendum dated 4th December, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 21.19 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 the land owner has approached Orris and have requested Orris to release land admeasuring 2.26 Acre falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 151/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanal 15 Marla and

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

Oscar Land & Housing Pvt. Ltd.


Director

Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre from the total land admeasuring 21.19 Acres situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) being subject matter of the Agreement dated 25th October, 2007;

AND WHEREAS Orris has agreed to the request of the Land Owner for release of land admeasuring 2.26 Acre falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanal 15 Marla and Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre from the total land admeasuring 21.19 Acres situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) being subject matter of the Agreement dated 25th October, 2007 and therefore it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

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

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

Oscar Land & Housing Pvt. Ltd.


Director

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That land admeasuring 2.26 Acre falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanal 15 Marla and Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) stands released from the total land admeasuring 21.19 Acres situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) being subject matter of the Agreement dated 25th October, 2007.
2. That henceforth the total land mentioned as 21.19 acres in the said Agreement dated 25th October, 2007 be read and understood as 18.93 Acres (approx.) only for all purposes. The land is more fully described in "Schedule-A" attached here with.
3. That hereinafter the land owner shall be free to deal with the land admeasuring 2.26 Acres (approx.) falling in Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19),

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

Oscar Land & Housing Pvt. Ltd.


Director

16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 154/1034 (wrongly mentioned as 206/1034 in the Schedule - A of Agreement dated 25/10/2007) total measuring 7 Kanal 15 Marla and Rectangle No. 22 Killa No. 7 (2-7), 26(0-8); Rectangle No. 23 Killa No. 20/1(1-19); Rectangle No. 22 Killa No. 14 (8-0), 13/2(5-4), 15(5-19), 16(8-0), 17(6-14), 8(5-11), 9(7-1), 13/1 (0-13) total (51-16) share 206/1034 total measuring 10 Kanal 6 Marla totaling to 18 Kanal 1 Marla i.e. 2.26 Acre situated in the revenue estate of Village Hayatpur, Tehsil and District Gurgaon (Haryana) in any manner whatsoever and Orris shall have no right, title and interest in the same in any manner whatsoever.

4. That Orris may develop a Commercial/Group Housing/Plotting/Colony or any other suitable Project(s) on the remaining said Land admeasuring 18.93 Acres (approx.) as it may deem fit and proper in accordance with the applicable rules/regulations and Final Development Plan.
5. That due to the said reduction in land by virtue of present Addendum the payment made by Orris towards advance consideration becomes in excess. The said excess consideration amount shall remain with the land owner and shall be adjusted in the final consideration at the time of final settlement as per the Agreement dated 25th October, 2007.
6. 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.

For ORRIS INFRASTRUCTURE PVT. LTD.


Director

Oscar Land & Housing Pvt. Ltd.


Director

7. 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:

For ORRIS INFRASTRUCTURE PVT. LTD.



Director

SIGNED AND DELIVERED by the
Within named ORRIS

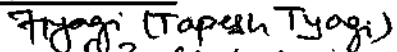

Oscar Land & Housing Pvt. Ltd.



Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.  (Tapesu Tyagi)
A-3, sec-4, Vaidhali,
42B.
2. 
302 Udaigiri Apartment,
Kausambi, Ghaziabad

		SHEDULE-A OSCAR LAND & HOUSING					
Sr.Reg.	VILLAGE	TOTAL AREA	VASIKI NO.	MUTATION NO.	LAND DETAILS		
S.NO. No.		KANAL	MARLA				
1 23/84	Badha	4	11	23286	1958	RECT.No.26,Kila No.11/2(5-16),9(8-0),12/3(1-2),13/1(3-6), Total (18-4), Share 1/4, FIELD 4, Total Measuring 4 Kanal 11 Marla	
2 24/85	Badha	6	16	23279	2221	RECT.No.8,Kila No.4(5-17),7(7-13),8(5-12),9(7-17),12/2(3-3),13(7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-11),18/3(1-13), Total (55-10), Share 303/2476, FIELD 11, Total Measuring 6 Kanal 16 Marla	
3 26/90	Badha	4	8	23283	1959	RECT.No.29,Kila No.11/2(3-15),10(8-0),11/1/1(2-1),1/2(1-17),2/2(2-7),9(2-4);RECT.No.30,Kila No.4/2/2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 1/9, FIELD 10, Total Measuring 4 Kanal 8 Marla	
4 27/91	Badha	26	8	23280	1960	RECT.No.29,Kila No.11/2(3-15),10(8-0),11/1/1(2-1),1/2(1-17),2/2(2-7),9(2-4);RECT.No.30,Kila No.4/2/2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 2/3, FIELD 10, Total Measuring 26 Kanal 8 Marla	
5 28/94	Badha	21	7	23638	2224	RECT.No.8,Kila No.4 Min (5-17),7 Min (7-13),8 Min (6-12),9 Min (7-17),12/2 Min (6-15),13 Min (7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-11),18/3(1-13), Total (60-2), Share 427/1110, FIELD 11, Total Measuring 21 Kanal 7 Marla	
6 61/86	Hayatpur	10	2.5	23284	1724	RECT.No.17,Kila No.7(8-0),14(8-0),23(7-12),4/1(2-7),16/2(3-12),17(8-0),24(8-0),8(7-14),13(8-0),25/1(1-0), Total (70-15), Share 193/1415, Measuring 9 Kanal 13 Marla;RECT.No.17,Kila No.26(2-14),27(0-12),Total (3-6),Share 1/16, Measuring 0 Kanal 4 Marla ;RECT.No.17,Kila No.25/1(1-0), Share 1/2, Measuring 0 Kanal 1.5 Marla ;RECT.No.17, Kila No.26(2-14),27(0-12), Total (3-6), Share 1/6, Measuring 0 Kanal 4 Marla, FIELD 16, Total Measuring 10 Kanal 2.5 Marla	
7 62/88	Hayatpur	10	0	23292	1725	RECT.No.18,Kila No.1(8-0),2(8-0),10/1(4-0), Total (20-0) , Share 1/2, FIELD 3, Total Measuring 10 Kanal 0 Marla	
8 63/89	Hayatpur	24	16	23282	1728	RECT.No.17,Kila No.25/2(2-0);RECT.No.29,Kila No.2/2(3-4),3(8-0),4(8-0),5/1(4-0),Total (25-4), Share 1/2, Measuring 12 Kanal 12 Marla ; RECT.no.17,Kila No.7(8-0),14(8-0),23(7-12),4/1(2-7),16/2(3-12),17(8-0),24(8-0),8(7-14),13(8-0),18(8-0),25/1(1-0),Total (70-15) Share 1/6, Measuring 11 Kanal 16 Marla ;RECT.No.17,kila No.26(2-14),27(0-12),Total (3-6), share 1/8, Measuring 0 Kanal 8 Marla; FIELD 18, Total Measuring 24 Kanal 16 Marla	

For ORRIS INFRASTRUCTURE PVT. LTD.

Oscar Land & Housing Pvt. Ltd.

Director

Director

9/64/92	Hayatpur	7	23436	1727	RECT.No.54,Kila No.6/3/3(0-5);RECT.No.58,Kila No.4/2(4-0),5/1(4-0),7/7(1-1),8/2(0-9),13/2/1(0-11),14/1(2-0);RECT.No.60,Kila No.19/2(2-8),20/1(2-4),21/2(1-12),22/1(2-8);Total (27-8), share 1/4 Measuring 6 Kanal 17 Marla; RECT. No.58,Kila No.6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
10/66/97	Hayatpur	2	24427	1754	RECT.No.14,Kila No.24/2(4-15);RECT.No.32,Kila No.4(8-0),7(8-0),14/1(2-8), Total Measuring 2 Kanal 17 Marla
11/70/100	Hayatpur	21	23759	1726	RECT.No.58,Kila No.3/2(5-16);RECT.No.59,Kila No.15(8-0),16(8-0), Total (21-16), RECT.No.54,Kila No.6/3/3(0-5);RECT.No.58,Kila No.4/2(4-0),7/7(1-1),5/1(4-0),8/2(0-9),13/2/1(0-11),14/1(2-0);RECT.No.60,Kila No.19/2(2-8),20/1(2-4),21/2(1-12),22/1(2-8);Total (27-8), Share 1/4, Measuring 6 Kanal 17 Marla; RECT.No.58, Kila No.6(7-13),26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla
12/71/101	Hayatpur	7	24551	1766	RECT.No.58,Kila No.8/1(1-15), Salam, Measuring 1 Kanal 15 Marla; RECT.No.59, Kila No.22(6-9),27(0-15),26(0-14), Total (7-18), Share 1/4, Measuring 1 Kanal 19.5 Marla ; FIELD 4, Total Measuring 3 Kanal 14.5 Marla
13/72/102	Hayatpur	3	24552	1765	
		145	130		
	TOTAL	151	10		
		18.93	ACRE		

Oscar Land & Housing Pvt. Ltd.

[Signature]
Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
Director

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 4/07/08 and herein after referred to as ORRIS of the ONE PART.

AND

M/s. OSCAR LAND AND HOUSING PRIVATE LIMITED, a company incorporated under The Companies Act, 1956, having its registered office at RZ - D - 5, Mahavir Enclave, New Delhi - 110045 through its Authorized Signatory, Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 3 Sept 2008 and hereinafter referred to as the "land owner" of the OTHER PART.

The expression Orris and land owner wherever occur in this Agreement shall mean and include their successors, 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. 335/343 Mustil No. 7, Killa No. 9/2(7-0) Kita 1 land measuring 7 Kanal 0 Marla Salam and Khewat/ Khata No. 295/304 Mustil No. 6, Killa No. 5/2/2/3 (1-0), Mustil No. 7 Killa No. 1/2 (4-13), 9/1 (1-0), 10/1(4-18) Kita 4 land measuring 11 Kanal 11 Marla Salam and Khewat/ Khata No. 199/207 Mustil No. 2 Killa No. 20/1/1 (0-4), 20/1/3 (0-4), 21/2/2(4-1), 22(6-7), 23(1-4), Mustil No. 9 Killa No. 1/2/1(0-9), 2/1 (0-18) Kita 7 land measuring 13 Kanal 7 Marla salam and

Oscar Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

प्रलेख न: 29

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 3,234,000.00 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 संगलवार समय 12:40:00PM बजे श्री/श्रीमती/कुमारी M/s. Oscar Land & Housing Pvt. Ltd. thru Vijay Gupta निवासी RZ-D-5, Mahavir Enclave, N. Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सुरक्षित पंजीयन अधिकारी
Manesar सब रजिस्ट्रार
मानेसर

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

उपरोक्त पेशकर्ता व 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 अंदा 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, बंगला श्री/श्रीमती/कुमारी Sanjay Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khem Chand Gupta निवासी Heily Mandi, Pataudi, Gurgaon साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनांक 05/04/2011

उप/सुरक्षित पंजीयन अधिकारी
Manesar सब रजिस्ट्रार
मानेसर

Khewat/ Khata No. 140/144 Mustil No. 25 Killa No. 1/2 (2-10) Kita 1 land measuring 2 Kanal 10 Marla, total area of all Khewat/Khata is 34 Kanal 8 Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha, Tehsil Manesar & District - Gurgaon, Haryana Khewat/ Khata No. 171, Mustil No. 7, Killa No. 3/2 (6-12), 7/2/2 (6-11), 13/2 (5-16), 14/1 (7-4), 17/2/2 (3-4), 18/1 (7-8), Mustil No. 16, Killa No. 15/4 (0-5), 18 (8-0), 23/1 (4-11), 24/1 (4-11), Kita 10 land measuring 54 Kanal 2 Marla up to the extent of 347/1082 share which comes to total area of 17 Kanal 7 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 51 Kanal 15 Marla, 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 about 6.468 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:-

Oscar Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Reg. No. 29 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 29 आज दिनांक 05/04/2011 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 1 पर रजिस्ट्रार किया गया तथा इसको 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 अंगुठा मेरे सामने किये है।

दिनांक 05/04/2011

उप (सर्वेक्षक) रजिस्ट्रार अधिकारी
संयुक्त सब रजिस्ट्रार
Mahesar



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 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. 112,00,000/- 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

Oscar Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. 32,34,000/-

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:

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. 32,34,000/-, Cheque No 245864, 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;

Oscar Land & Housing Pvt. Ltd.

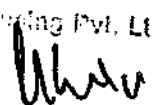

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

- 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.
- 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

Oscar Land & Housing Pvt. Ltd.


Authorized Signatory

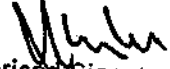
For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

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.
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

Oscar Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

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.
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.

For Orris Infrastructure Pvt. Ltd.

SIGNED AND DELIVERED by the
within named ORRIS

Authorized Signatory

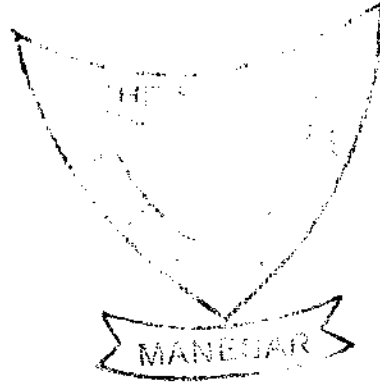
SIGNED AND DELIVERED by the
within named LAND OWNER

Oscar Land & Housing Pvt. Ltd.

Authorized Signatory

WITNESSES:

1. Sanjay Supte
Sush Kanchan Chand Supte
R/o V & P.O. Halley Mandi
(Patodi) Gurjara
2. Ramabhai
Jitendra Singh Sush Keshi Singh
11st Sector 15 - Sonapat.



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116
जि. 7
दिनांक 5/5/61

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25-28 पर
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संयुक्त सचिव रजिस्ट्रार
मानेसर

21454

ORRIS INFRASTRUCTURE PRIVATE LIMITED



22 MAR 2011

ADDENDUM TO AGREEMENT DATED 25th OCTOBER, 2007

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

BETWEEN

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

AND

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

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

Oscar Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

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

WHEREAS the Land Owner and Orris have entered into an Agreement dated 25th October, 2007 duly registered as document no. 3313, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1, Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon and further Addendum, dated 4th December, 2007 and Addendum dated 4th November, 2008 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 21.19 acres (approx.) and as detailed in the said Agreements situated in the revenue estate of Badha and Hayatpur, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land") and as per the schedule "A" attached to the addendum dated 4th November, 2008;

AND WHEREAS part of the said land total admeasuring 23 Kanal 5½ Marla bearing Rect. No. 17 Kila No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0) total 70 Kanal 15 Marla, share 429/1415, Kita 11 total measuring 21 Kanal 9 Marla; Rect. No. 17, Killa No. 26(2-14), 27(0-12), Kita 2, total measuring 3 Kanal 6 Marla upto the extent of 1/4 share which comes to 0 Kanal 16 Marla; Rect. No. 17, Killa No. 25/1(1-0) upto the extent of 1/12 share which comes to 0 Kanal 1.5 Marla; Rect. No. 17, Killa No. 25/2(2-0) upto the extent of 19/40 share which comes to 0 Kanal 19 Marla, All Kita 15, Total Measuring 23 Kanal 5½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) has been transferred by way of exchange (Tabadla) with similar other land total admeasuring 26 Kanal 0 Marla bearing Rect. No. 15, Kila

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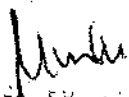
Authorised Signatory

For ORRIS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

No. 3/2(2-0) Salam; Rect. No. 15, Killa No. 4(8-0), 5(8-0) Salam; Rect. No. 15, Killa No. 6/1(3-4), 6/2(4-16), 15(8-0), Kita 3, total measuring 16 Kanal 0 Marla up to the extent of 1/2 share which comes to 8 Kanal 0 Marla; Total Kita 6, total measuring 26 Kanal 0 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama) dated 06th August, 2010 duly registered as document no. 12759, 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 thus it has necessitated the parties to make necessary amendments in the said Agreement to that effect;

AND WHEREAS another part of the said land total admeasuring 7 Kanal 18 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 2, total measuring 16 Kanal 18 Marla upto the extent of 252/538 share which comes to 7 Kanal 18 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 7 Kanal 18½ 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 317/2686 share which comes to 7 Kanal 18½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) by virtue of Transfer Deed (Tabadlanama), Dated 19th May, 2011 duly registered as document no. 1327, Book No. 1, Vol. No. 12,951 registered at Page No. 123, Addl. Book No. 1 Vol. No. 1,228 pages 43 to 44 with the Sub-Registrar, Gurgaon, and thus it



FOR ORRIS INFRASTRUCTURE PVT. LTD.



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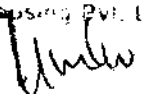
has necessitated the parties to make necessary amendments in the said Agreement to that effect;

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


NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 23 Kanal 5½ Marla bearing Rect. No. 17 Kila No. 4/1(2-17), 7(8-0), 8(7-14), 13(8-0), 14(8-0), 16/2(3-12), 17(8-0), 18(8-0), 23(7-12), 24(8-0), 25/1(1-0) total 70 Kanal 15 Marla, share 429/1415, Kita 11 total measuring 21 Kanal 9 Marla; Rect. No. 17, Killa No. 26(2-14), 27(0-12), Kita 2, total measuring 3 Kanal 6 Marla upto the extent of 1/4 share which comes to 0 Kanal 16 Marla; Rect. No. 17, Killa No. 25/1(1-0) upto the extent of 1/12 share which comes to 0 Kanal 1.5 Marla; Rect. No. 17, Killa No. 25/2(2-0) upto the extent of 19/40 share which comes to 0 Kanal 19 Marla, All Kita 15, Total Measuring 23 Kanal 5½ Marla AND another part of land admeasuring 7 Kanal 18 Marla bearing Rect. No. 29, Killa No. 3/2(4-18), 4(8-0), 5/1(4-0), Kita 2, total measuring 16 Kanal 18 Marla upto the extent of 252/538 share which comes to 7 Kanal 18 Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) stands deleted/Omitted from the Schedule "A" of the said Agreements.

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2. That land total admeasuring 26 Kanal 0 Marla bearing Rect. No. 15, Kila No. 3/2(2-0) Salam; Rect. No. 15, Killa No. 4(8-0), 5(8-0) Salam; Rect. No. 15, Killa No. 6/1(3-4), 6/2(4-16), 15(8-0), Kita 3, total measuring 16 Kanal 0 Marla up to the extent of 1/2 share which comes to 8 Kanal 0 Marla; Total Kita 6, total measuring 26 Kanal 0 Marla AND total land 7 Kanal 18½ Marla bearing Rect. No. 55 Kila No. 5(8-0); Rect. No. 56, Killa No. 10/2 (3-7), 1 (8-0), 2 (8-0), 9 (8-0), 10/1 (4-13), 12 (7-7); Rect. No. 30, Killa No. 21 (8-0), 22 (8-0); Rect. No. 31, Killa No. 25/2 (3-16), Total Kita 10, Total Measuring 67 Kanal 3 Marla, up to the extent of 317/2686 share which comes to 7 Kanal 18½ Marla situated in the revenue estate of Hayatpur, Tehsil and District Gurgaon (Haryana) be added in the Schedule "A". The land is more fully described in new "Schedule-A" attached here with to this Addendum.
3. That the Schedule "A" attached to this Addendum will replace the Schedule "A" of the Agreement dated 25th October, 2007 and be read and considered as part and parcel of the said Agreements for all purposes.
4. That all other terms and conditions of the Agreement dated 25th October, 2007 and Addendum dated 4th November, 2008 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 25th October, 2007 and Addendum dated 4th November, 2007 executed between the parties and shall be concurrent and

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

Oscar Land & Housing Pvt. Ltd.



Authorised Signatory

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

For ORRIS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

2.

SHEDULE-A					Oscar Land & Housing - Addendum to Agreement, Dated 25th October 2007				
S.No.	Sr.Reg. No.	Village	Total Area	Vasika No.	Mutation No.	Land Details			
			Kanal Marla						
1	23/84	Badha	4	11	23286	1958	RECT.No.26,Kila No.11/2(5-16),9(8-0),12/3(1-2),13/1(3-6),Total (18-4), Share 1/4, FIELD 4, Total Measuring 4 Kanal 11 Marla		
2	24/85	Badha	6	16	23279	2221	RECT.No.8,Kila No.4(5-17),7(7-13),8(5-12),9(7-17),12/2(3-3),13(7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-11),18/3(1-13),Total (55-10), Share 303/2476, FIELD 11, Total Measuring 6 Kanal 16 Marla		
3	26/90	Badha	4	8	23283	1959	RECT.No.29,Kila No.11/2(3-15),10(8-0),11/1/1(2-1),12/2(1-17),2/2/2(2-7),9(2-4),RECT.No.30,Kila No.4/2/2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 1/9, FIELD 10, Total Measuring 4 Kanal 8 Marla		
4	27/91	Badha	26	8	23280	1960	RECT.No.29,Kila No.11/2(3-15),10(8-0),11/1/1(2-1),12/2(1-17),2/2/2(2-7),9(2-4),RECT.No.30,Kila No.4/2/2(1-12),4/3(1-16),5(8-0),6(8-0), Total (39-12), Share 2/3, FIELD 10, Total Measuring 26 Kanal 8 Marla		
5	28/94	Badha	21	7	23638	2224	RECT.No.8,Kila No.4 Min (5-17),7 Min (7-13),8 Min (6-12),9 Min (7-17),12/2 Min (6-15),13 Min (7-18),14(8-0),17/2(3-4),18/1(1-2),18/2(3-11),18/3(1-13),Total (60-2) Share 427/1110, FIELD 11, Total Measuring 21 Kanal 7 Marla		
7	62/86	Hayatpur	10	0	23292	1725	RECT.No.18,Kila No.1(8-0),2(8-0),10/1(4-0), Total (20-0), Share 1/2, FIELD 3, Total Measuring 10 Kanal 0 Marla		
8	63/89	Hayatpur	3	15	23282	1728, 2592	RECT.No. 8, Kila No. 23(8-0), total (8-0), Share 233/498; FIELD 1, Total Measuring 3 Kanal 15 Marla		
9	64/92	Hayatpur	7	7	23436	1727	RECT.No.54,Kila No.6/3/3(0-5),RECT.No.58,Kila No.4/2(4-0),5/1(4-0),7(7-11),8/2(0-9),13/2/1(0-11),14/1(2-0);RECT.No.60,Kila No.19/2(2-8),20/1(2-4),21/2(1-12),22/1(2-8);Total (27-8), share 1/4 Measuring 6 Kanal 17 Marla; RECT. No.58,Kila No.6(7-13), 26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla		
10	66/97	Hayatpur	2	17	24427	1754	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 (23-4), Share 29/240; FIELD 4, Total Measuring 2 Kanal 17 Marla		
11	70/100	Hayatpur	21	16	23759	1726	RECT.No.58,Kila No.3/2(5-16);RECT.No.59,Kila No.15(8-0),16(8-0), Total (21-16), Salam, FIELD 3, Total Measuring 21 Kanal 16 Marla		
12	71/131	Hayatpur	7	7	24551	1766	RECT.No.54,Kila No.6/3/3(0-5);RECT.No.58,Kila No.4/2(4-0),7(7-11),5/1(4-0),8/2(0-9),13/2/1(0-11),14/1(2-0);RECT. No.60, Kila No.19/2(2-8),20/1(2-4),21/2(1-12),22/1(2-8);Total (27-8), Share 1/4, Measuring 6 Kanal 17 Marla; RECT.No.58, Kila No.6(7-13),26(0-7), Total (8-0), Share 1/16, Measuring 0 Kanal 10 Marla; FIELD 13, Total Measuring 7 Kanal 7 Marla		

For OPTIS INFRASTRUCTURE PVT. LTD.

(Signature)
Authorized Signatory

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Authorized Signatory

