

21457

ORRIS INFRASTRUCTURE LTD

KATAN 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 March, 2011:

BETWEEN

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

AND

M/s. VERTEX LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at WZ 172, Palam Colony, New Delhi- 110045 through its Director Mr. Vijay Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**land owner**" of the **OTHER PART.**

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

Vertex Land & Housing Pvt. Ltd

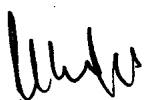
Authorized Signatory


For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

... have entered into an Agreement dated 24th October, 2007 duly registered as document no. 3307, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon and Addendum thereof dated 4th December, 2007 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 10.24 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 6½ Marla bearing Rect. No. 37, Killa No. 10(8-0) up to the extent of 13/320 share which comes to 0 Kanal 6½ Marla situated 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 18½ Marla bearing Rect. No. 3, Killa No. 18(8-0) upto the extent of 5/320 share which comes to 0 Kanal 2½ 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 10 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 18½ 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 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;


Authorized Signatory

For Omis Infrastructure Pvt. Ltd.

Authorized Signatory

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 6½ Marla bearing Rect. No. 37, Killa No. 10(8-0) upto the extent of 13/320 share which comes to 0 Kanal 6½ Marla situated 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 18½ Marla bearing Rect. No. 3, Killa No. 18(8-0) upto the extent of 5/320 share which comes to 0 Kanal 2½ 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 18½ 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.

Verlex Land & Housing Pvt. Ltd

Authorised Signatory

For Orix Infrastructure Pvt. Ltd.

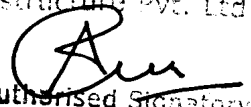
Authorised Signatory

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 and Addendum dated 04th December, 2007 executed between the parties and shall be concurrent and co-terminus with the Agreement dated 24th October, 2007 and Addendum dated 04th 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:

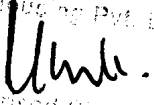
SIGNED AND DELIVERED by the
Within named ORRIS

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

SIGNED AND DELIVERED by the
Within named LAND OWNER

Vertex Land & Housing Pvt. Ltd.


Authorised Signatory

WITNESSES:

1.

2.

Vertex Land & Housing - Addendum to Agreement, Dated 6th May 2003

Uhlen B

10	126/347	Badha	0	18.5	601	2416	RECT.No.3, Kila No.18(8-0), Total (8-0), Share 5/320, Measuring 0 Kanal 2.5 Marla; RECT.No.3, Kila 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 (39-5), share 10/785, 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
11	102/165	Hayatpur	4	9	4376	1831	RECT.30,Kila No.2/2(5-2),12 Min (4-0),9(8-0)10(8-0),11/2(4-0),12 Min(4-0);RECT.No.31,Kila No.3(8-0),4(8-0),5(8-0),6(8-0), Total (65-2), Share 1/14; FIELD 10, Total measuring 4 Kanal 9 Marla
			67	95.5			
		TOTAL	71K	15.5M			
			8.971	ACRE			

(Signature)
(Signature)

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. VERTEX LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at WZ 172, Palam Colony, New Delhi - 110045 through its Authorized Signatory Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**land owner**" of the **OTHER PART**.

Vertex Land & Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

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".

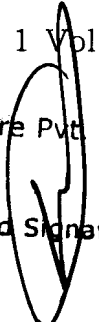
WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 duly registered as document no. 3307, Dated 06/05/2008, Book No. 1, Vol. No. 9753 at Page No. 140, Addl. Book No. 1 Vol. No. 832, pages 52 to 53 with the Sub-Registrar, Gurgaon and Addendum thereof dated 4th December, 2007 and Addendum thereof dated March 2011 (herein after jointly referred to as the said Agreements) for development of a Colony on land measuring 10.24 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 11 ½ Marla bearing Rect No. 23, Killa No. 2/1(4-13) up to the extent of 40/316 share which comes to 0 Kanal 11½ Marla, Total measuring 0 Kanal 11½ 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.

Vertex Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

No. 63 pages 61 to 62 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 part of the said land total admeasuring 0 Kanal 5 Marla bearing Rect. No. 23, Killa No. 1/2(1-10) up to the extent of 298/1815 share which comes to 0 Kanal 5 Marla, Total measuring 0 Kanal 5 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 4 Marla bearing 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 17/908 share which comes to 0 Kanal 4 Marla; Total measuring 0 Kanal 4 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. 2947, Book No. 1, Vol. No. 118 at Page No. 171, Addl. Book No. 1 Vol. No. 63 pages 59 to 60 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 AGREEMENTS WITNESSES AS FOLLOWS:

1. That land total admeasuring 0 Kanal 16½ Marla bearing bearing Rect No. 23, Killa No. 2/1(4-13) up to the extent of 40/316 share which comes to 0 Kanal 11½ Marla, Rect. No. 23, Killa No. 1/2(1-10) up to the extent of 298/1815 share which comes to 0 Kanal 5

Vertex Land & Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory


Marla Total measuring 0 Kanal 16 ½ 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 14 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, 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 17/908 share which comes to 0 Kanal 4 Marla Total measuring 0 Kanal 14 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 and Addendum dated 04th December, 2007 and Addendum dated March 2011 executed between the parties and shall be concurrent and co-terminus with the Agreement dated

Vertex Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

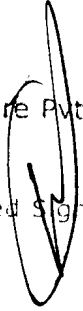
24th October, 2007 and Addendum dated 04th December, 2007 and
Addendum dated March 2011 .

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.

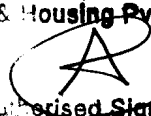
SIGNED AND DELIVERED by the
Within named ORRIS

Authorised Signatory



SIGNED AND DELIVERED by the ~~Vertex Land & Housing Pvt. Ltd.~~
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.



हरियाणा HARYANA

AGREEMENT

BETWEEN

AND

For ORRIS INFRASTRUCTURE PVT. LTD.

A/R Director

5/7/12

मोहित गुप्ता देवदर पदर

23/7/13

JITENDER KUMAR
STAMP VENDOR
GURGAON 06/05/2008

प्रलेख नः 3307

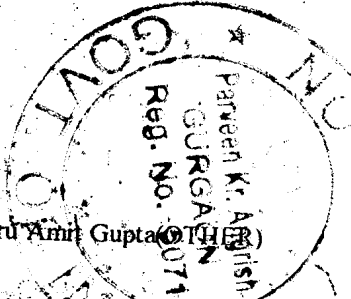
डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगाँवा	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 6,200,000.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: H.D.Pathak, Adv.

यह प्रलेख आज दिनांक 06/05/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी M/s. Omis 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. Omis Infra. Pvt. Ltd. thru Anil Gupta (H.E.R.)



उप/संयुक्त पंजीयन अधिकारी

गुडगाँवा

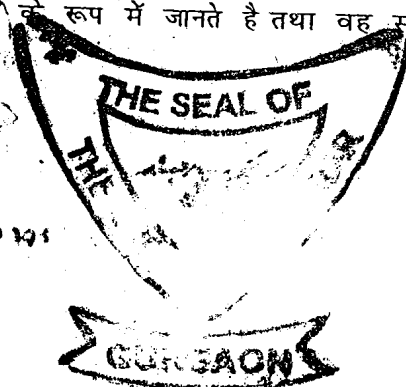
सब रजिस्ट्रार

गुडगाँव

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Vijay Gupta दायित्वदाता है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दायित्वदाता 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 Flats, Janakpuri, N. Delhi को हमने दायित्वदाता/अग्रिमकर्ता के रूप में जानते हैं तथा वह साक्षी नं. 2 की पहचान करता है।

दिनांक 06/05/2008



उप/संयुक्त पंजीयन अधिकारी

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सब रजिस्ट्रार

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3307

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

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land measuring about _____ hectares (i.e. about 10 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.

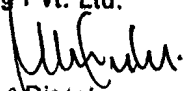
AND WHEREAS even if the land owner wants to develop the said land in keeping with the master plan, however as the land owner has only 10 Acres of land the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with 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.

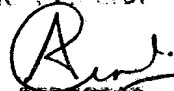
AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

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

Vertex Land & Housing Pvt. Ltd.


A/R Director

For ORRIS & DEVELOPERS PVT. LTD.


DIRECTOR

Reg. No. 3307 Reg. Year 2008-2009 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Amit Gupta

[Signature]

दावेदार
Vijay Gupta

[Signature]

गवाह 1:- H.D.Pathak

[Signature]

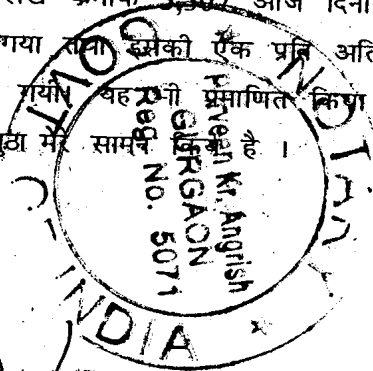
गवाह 2:- Deepak Chakkarburty

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3307 आज दिनांक 06/05/2008 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 पर चिपकाई गया। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा में सामने किए हैं।

दिनांक 06/05/2008



उप/संयुक्त पंजीयन अधिकारी
गुडगाँव

सब रजिस्ट्रार
गुडगाँव

कसीका नं० 3307 अति. बही नं०
जिल्द नं० 10587 नं० 3536 पर
चस्पा क्रि. 875 नं० 76
जिल्द नं० 615/08 को दर्ज रजिस्ट्रार
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 1.50 acre in the proposed colony to be developed on the said land along with a portion of the adjacent land owners. However after receipt of the licence on the option of the land owner, Orris shall pay to the land owner a lump sum amount of Rs. 62,00,000/- by A/c 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.

Vertex Land & Housing Pvt. Ltd.

Director

FOR 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 011721 ^{Rev.} dated 24/10/7 amount 5,00,000/- drawn on V.T.T. Bank Gurgaon.

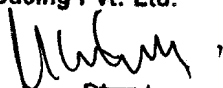
(c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;

(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 in collaboration at the absolute discretion of Orris.

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

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

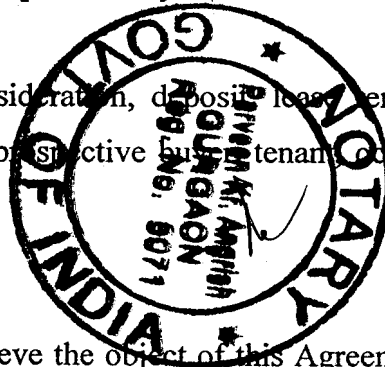
Vertex Land & Housing Pvt. Ltd.


MR. Director

For ORRIS INFRASTRUCTURE PVT. LTD.

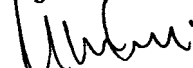

DIRECTOR

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



5. That in order to facilitate Orris to achieve the object of this Agreement, the land owner have executed a power of attorney in favour of Shri AMIT K. Gupta son of Mr. VIKAS G. Gupta resident of C-3/210 Tangle-pur 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

Verex Land & Housing Pvt. Ltd.


A. R. Prasad

For ORRIS INFRASTRUCTURE PVT. LTD.


DIRECTOR

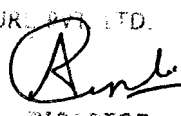
cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the 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.

- 8
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.

Vertex Land & Housing Pvt. Ltd.


A.R. Director

For ORRIS IN RAD RUDTUL PVT LTD.


DIRECTOR

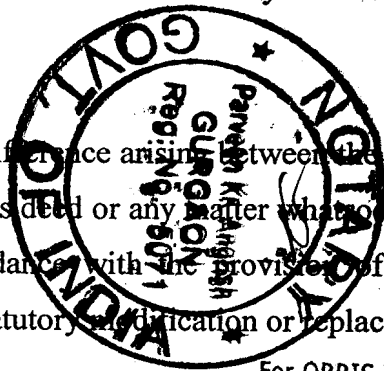
10. That the land owner shall provide all necessary assistance and cooperation to Orris and furnish all necessary information and documents and/or clarifications as may be sought for by any authority or authorities while examining the title of the land owner for grant of LOI and also subsequent thereto 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 provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

Vertex Land & Housing Pvt. Ltd.

MR 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

*Drafted by
H.D. Pathak
Adv.*

SIGNED AND DELIVERED by the
within named LAND OWNER

Vertex Land & Housing Pvt. Ltd.

[Signature]
A/R Director

WITNESSES:

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

2. *[Signature]*
Kishor Singh

KIRAN CHOWDHURY
S/O A.H. CHOWDHURY

A-249 (1st floor)

Blossam I

May field Gurgaon

GURGAON



[Signature]
Deepak Chakrabarti
S/O M.R. Chakrabarti
244 DDA Plot
Gurgaon Delhi

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

		SHEDULE-A		VERTEX LAND & HOUSING			
S.NO. o.	Sr.Reg.N	VILLAGE	TOTAL AREA	VASIKA NO.	MUTATION NO.	LAND DETAILS	
1	56/158	Badha	2	4	3457	2107	RECT. No.18,Kila No.6/1(2-4), Salam; FIELD 1, Total measuring 2 Kanal 4 Marla
2	57/160	Badha	4	3	4154	2032	RECT.No.7, Kila No.1/1(3-7),2(5-12), Total (8-19), Share 1/3, Measuring 3 Kanal 0 Marla; RECT. No.4, Kila No.21/1(2-9), Share 1/3, Measuring 0 Kanal 16 Marla;RECT.No.17, Kila No.17/4(1-12), Share 5/24, Measuring 0 Kanal 7 Marla ;FIELD 4, Total Measuring 4 Kanal 3 Marla
3	58/161	Badha	6	1	4153	2106	RECT.No.19,Kila No.15/1/1/2(3-2), 16/1(2-19), Total (6-1), Salam;FIELD 2, Total Measuring 6 Kanal 1 Marla
4	59/162	Badha	8	1	4139	2033	RECT.No.17,Kila No.24/6(2-12),25/1(4-6),RECT.No.24,Kila No.4/2(1-18), Total (8-16), Salam; FIELD 3, Total Measuring 8 Kanal 16 Marla
5	60/163	Badha	12	2	4196	2019	RECT.No.17,Kila No.3/1(4-18), Share 44/98, Measuring 2 Kanal 4 Marla;RECT. No. 8, Kila No.28(8-5), Share 3/165, Measuring 0 Kanal 3 Marla;Rect. No.8, Kila No.27(4-0), Share 1/80, Measuring 0 Kanal 1 Marla; FIELD 3, Total Measuring 2 Kanal 8 Marla
6	62/166	Badha	14	2	4388	2116	RECT.No.4,Kila No.22(7-8), RECT.No.7,Kila No.8/2(4-4),17(8-0),18/1(6-3),18/2(1-5),23/1(2-18),24/1(3-2);RECT.No.4, Kila No.11/1(2-3),12/1(3-16),9/2(1-2), Total (40-1), Share 7/20; FIELD 10 ,Total Measuring 14 Kanal 0 Marla
7	65/173	Badha	7	4	5742	2108	RECT.No.26,Kila No.19/2(7-4); Salam, FIELD 1, Total Measuring 7 Kanal 4 Marla
8	66/174	Badha	11	16	3334		RECT.No.15,Kila No.3/2/2/2(0-4),3/3(1-12),4/1/1(2-12),4/2/1(1-8),4/2/2(1-16)5/1(2-0)4/1(2-4), Total (11-16);Salam; FIELD 7, Total Measuring 11 Kanal 16 Marla

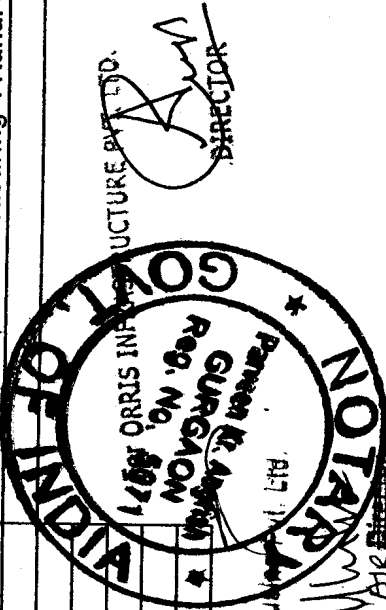
Vertex Land & Housing Pvt. Ltd.

For ORRIS INFRASTRUCTURE PVT. LTD.

A/R Director

DIRECTOR

9	67/175	Badha	10	2.5	5951	2120	RECT.No.36, Kila No.26(2-1), Share 53/1240, Measuring 0 Kanal 1.5 Marla;RECT.No.23, Kila No.1/2(1-100, Share 298/1815, Measuring 0 Kanal 5 Marla; RECT.No.32, Kila No.10(8-0), Share 195/4840, Measuring 0 kanal 6.5 Marla;RECT.No.23,Kila No.2/1(4-13),Share 40/316, Measuring 0 Kanal 11.5 Marla, RECT.No.3, Kila No.18(8-0), Share 22/160 ,Measuring 1 Kanal 2 Marla;RECT.No.3, Kila 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 (39-5), Share 103/785, Measuring 5 Kanal 3 Marla;RECT.No.8,Kila No.2/1/2(4-4),2/2(3-12),3(8-0), Total 915-16), Share 53/316,Measuring 2Kanal 13 Marla ;FIELD 15, Total Measuring 10 Kanal 2.5 Marla
10	101/159	Hayatpur	10	16	3997	1830	RECT.No.76,Kila No.8/2(2-4),9/1(5-4),2/2(4-8), Total (11-16), Share 11/12;FIELD 3, Total Measuring 10 Kanal 16 Marla
11	102/165	Hayatpur	4	9	4376	1831	RECT.30,Kila No.2/2(5-2),12(4-0),9(8-0)10(8-0),11/2(4-00,12(4-0);RECT.No.31,Kila No.3(8-0),4(8-0),5(8-0),6(8-0), Total (65-2), Share 1/14; FIELD 10, Total measuring 4 Kanal 9 Marla
			78	79.5			
		TOTAL	81	19.5			
			10.24	ACRE			



Vertex Land & Housing Pvt. Ltd.

ATTESTED TO BE TRUE COPY

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

79356

31/12/07



Original Copy
MK

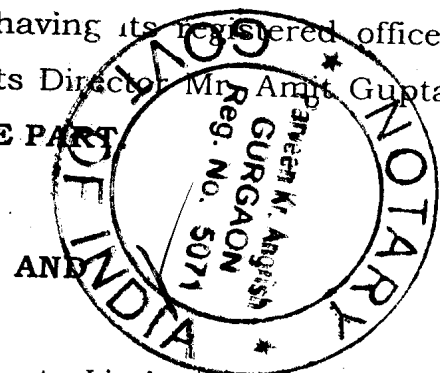
25 SEP 2007
TAMIL, GURGAON
Sig 9

ADDENDUM TO AGREEMENT DATED 24th OCTOBER, 2007

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

BETWEEN

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



AND

M/s. Vertex 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 Authorized Representative 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**.

Vertex Land & Housing Pvt. Ltd.

Director
MK

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR
MK

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

WHEREAS the Land Owner and Orris have entered into an Agreement dated 24th October, 2007 (herein after referred to as the said Agreement) for development of a Colony on land measuring 10 acres (approx.) and as detailed in the said Agreement situated in the revenue estate of Village Hayatpur and Badha, Tehsil and District Gurgaon (Haryana) (hereinafter referred to as "the Said Land");

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

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

NOW THIS ADDENDUM TO THE AGREEMENT WITNESSES AS FOLLOWS:

1. That Orris may develop 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

Vertex Land & Housing Pvt. Ltd.

Director A/R

For ORRIS INFRASTRUCTURE PVT. LTD.

DIRECTOR

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

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

Vertex Land & Housing Pvt. Ltd.

[Signature]
A/R Director

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

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

For ORRIS INFRASTRUCTURE PVT. LTD.

[Signature]
DIRECTOR

SIGNED AND DELIVERED by the
Within named ORRIS

Vertex Land & Housing Pvt. Ltd.

[Signature]
Director

SIGNED AND DELIVERED by the
Within named LAND OWNER

WITNESSES:

1.

[Signature]
H.D. PATHAK S/o Sh. S.D. Pathak
Shyam Nagar PALWAL-121102.

2.

[Signature]
Deepak Chakrabarty
Shoh. M.R. Chakrabarty
281746 DDA flat Vastu
Delli

ATTESTED TO BE TRUE COPY

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



ADDENDUM TO AGREEMENT DATED 5th April, 2011

THIS ADDENDUM to the Agreement dated 5th April, 2011 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**.

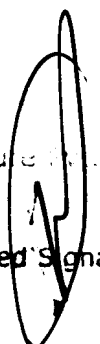
AND

M/s. VERTEX LAND AND HOUSING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at WZ 172, Palam Colony, New Delhi - 110045 through its Authorized Signatory Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "**land owner**" of the **OTHER PART**.

Vertex Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory


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 5th April, 2011 duly registered as document no. 24, Dated 05/04/2011, Book No. 1, Vol. No. 1 at Page No. 1, Addl. Book No. 1 Vol. No. 1, pages 2 to 3 with the Sub-Registrar, Manesar Gurgaon (herein after referred to as the said Agreement) for development of a Colony on land measuring 6.61 acres (approx.) comprising of Khewat/ Khata No. 179/187 Mustil No. 9, Killa No. 4/1 (2-13), 4/2 (1-14), 7 (8-0), 8/2 (3-10), 9/2 (0-18), 11/2 (4-0), 12(8-0), 13(8-0), 14/1(3-10), 19/1(2-4) Kita 10 land measuring 42 Kanal 15 Marla up to the extent of 1/2 share which comes to total area of 21 Kanal 7½ Marla and Khewat/ Khata No. 229/238 Mustil No. 7, Killa No. 7 min. (6-5), Killa No. 8/1 (3-4) Kita 2 land measuring 9 Kanal 9 Marla Salam and Khewat/ Khata No. 16/16, Mustil No. 7, Killa No. 23/2/1 (2-6), 23/2/2 (2-4) Kita 2 land measuring 4 Kanal 10 Marla Salam, and Khewat/ Khata No. 264, Mustil No. 15, Killa No. 9min. (4-2), 12/1 (2-0), Kita 2, land measuring 6 Kanal 2 Marla upto the extent 31/122 share which comes to 1 Kanal 11 Marla; Khewat/ Khata No. 266, Mustil No. 15, Killa No. 3/1min. (1-0), 11/2 (3-16), 12/2 (6-0), 19 (8-0), 20 (7-5), Mustil No. 16, Killa No. 16min. (6-19), Kita 6, land measuring 33 Kanal 0 Marla upto the extent of 168/660 share which comes to 8 Kanal 8 Marla; Khewat/ Khata No. 267, Mustil No. 15, Killa No. 26 (2-2) upto the extent of 5/42 share which comes to 0 Kanal 5 Marla; Khewat/ Khata No. 16, Mustil No. 7, Killa No. 24/2/1/1 (2-4) Salam, Total Area of all Khewat/ Khata is 47 Kanal 14½ Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha,

Vertex Land & Housing Pvt. Ltd.


Authorised Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Tehsil- Manesar, District - Gurgaon, Haryana. Khewat/ Khata No. 153/178 Mustil No. 29, Killa No. 25/1 (2-2) Salam, Mustil No. 59, Killa No. 8/4 (0-3), 13/2 (0-8), 28 (0-2) Kita 3 land measuring 0 Kanal 13 Marla up to the extent of 42/1138 share which comes to total area of 0 Kanal 0.5 Marla and Khewat/ Khata No. 156/113 Mustil No. 59 Killa No. 22 (6-9), 27 (0-15), 26 (0-14) Kita 3 land measuring 7 Kanal 18 Marla up to the extent of 5/2304 share which comes to total area of 0 Kanal 0 Marla 3 Sarsie (appx.) and Khewat/ Khata No. 278/333 Mustil No. 31 Killa No. 23/2 (7-0), Mustil No. 55 Killa No. 4/1/2 (3-10) Kita 2 land measuring 10 Kanal 10 Marla up to the extent of 1/5 share which comes to 2 Kanal 2 Marla and Khewat/ Khata No. 281/336, Mustil No. 55, Killa No. 4/1/3 (2-8) up to the extent of 2/5 share which comes to 0 Kanal 19 Marla, Total Area of all Khewat/Khata is 5 Kanal 3 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaon, Haryana. Total Land of Villages- Badha and Hayatpur, Distt.- Gurgaon, Haryana, is 52 Kanal 17½ Marla, hereinafter referred to as "the said Land". hereinafter referred to as "the said Land".

AND WHEREAS due to typographical error, description of Kill No. 8/2 (3-10), 9/2(0-18) of Mustil No.9 of Khewat/Khata No. 179/187 in the revenue estate of Badha in Tehsil- Manesar, District Gurgaon (Haryana) in the aforesaid land schedule of the said agreement has been wrongly mentioned while the correct description is Kill No. 8/2 (3-16), 9/2/2(0-18) of Mustil No.9 of Khewat/Khata No. 179/187 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 5th April, 2011 and have agreed on the terms of this Addendum as hereinafter stated:

Vertex Land & Housing Pvt. Ltd.


Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

NOW THIS ADDENDUM TO THE AGREEMENTS WITNESSES AS FOLLOWS:

1. That description of Kill No. 8/2 (3-10), 9/2(0-18) of Mustil No.9 of Khewat/Khata No. 179/187 in the revenue estate of Badha Tehsil- Manesar, District Gurgaon (Haryana) stands deleted/Omitted from the Schedule of land mentioned in Agreement dt. 5th April, 2011.
2. That description of Kill No. 8/2 (3-16), 9/2/2(0-18) of Mustil No.9 of Khewat/Khata No. 179/187 in the revenue estate of Badha Tehsil- Manesar, District Gurgaon (Haryana) be added in the Schedule of land mentioned in Agreement dt. 5th April, 2011. 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 of land mentioned in Agreement dt. 5th April, 2011 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 5th April, 2011 shall remain the same and in force.
5. This Addendum shall form an integral part of the Agreement dated 5th April, executed between the parties and shall be concurrent and co-terminus with the Agreement 5th April, 2011 .

Vertex Land Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

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

Vertex 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.

Schedule A

Khewat/ Khata No. 179/187 Mustil No. 9, Killa No. 4/1 (2-13), 4/2 (1-14), 7 (8-0), 8/2 (3-16), 9/2/2 (0-18), 11/2 (4-0), 12(8-0), 13(8-0), 14/1(3-10), 19/1(2-4) Kita 10 land measuring 42 Kanal 15 Marla up to the extent of 1/2 share which comes to total area of 21 Kanal 7½ Marla and Khewat/ Khata No. 229/238 Mustil No. 7, Killa No. 7 min. (6-5), Killa No. 8/1 (3-4) Kita 2 land measuring 9 Kanal 9 Marla Salam and Khewat/ Khata No. 16/16, Mustil No. 7, Killa No. 23/2/1 (2-6), 23/2/2 (2-4) Kita 2 land measuring 4 Kanal 10 Marla Salam, and Khewat/ Khata No. 264, Mustil No. 15, Killa No. 9min. (4-2), 12/1 (2-0), Kita 2, land measuring 6 Kanal 2 Marla upto the extent 31/122 share which comes to 1 Kanal 11 Marla; Khewat/ Khata No. 266, Mustil No. 15, Killa No. 3/1min. (1-0), 11/2 (3-16), 12/2 (6-0), 19 (8-0), 20 (7-5), Mustil No. 16, Killa No. 16min. (6-19), Kita 6, land measuring 33 Kanal 0 Marla upto the extent of 168/660 share which comes to 8 Kanal 8 Marla; Khewat/ Khata No. 267, Mustil No. 15, Killa No. 26 (2-2) upto the extent of 5/42 share which comes to 0 Kanal 5 Marla; Khewat/ Khata No. 16, Mustil No. 7, Killa No. 24/2/1/1 (2-4) Salam, Total Area of all Khewat/ Khata is 47 Kanal 14½ Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha, Tehsil- Manesar, District - Gurgaon, Haryana. Khewat/ Khata No. 153/178 Mustil No. 29, Killa No. 25/1 (2-2) Salam, Mustil No. 59, Killa No. 8/4 (0-3), 13/2 (0-8), 28 (0-2) Kita 3 land measuring 0 Kanal 13 Marla up to the extent of 42/1138 share which comes to total area of 0 Kanal 0.5 Marla and Khewat/ Khata No. 156/113 Mustil No. 59 Killa No. 22 (6-9), 27 (0-15), 26 (0-14) Kita 3 land measuring 7 Kanal 18 Marla up to the extent of 5/2304 share which comes to total area of 0 Kanal 0 Marla 3 Sarsie (appx.) and Khewat/ Khata No. 278/333 Mustil No. 31 Killa No. 23/2 (7-0), Mustil No. 55 Killa No. 4/1/2 (3-10) Kita 2 land measuring 10 Kanal 10 Marla up to the extent of 1/5 share which comes to 2 Kanal 2 Marla and Khewat/ Khata No. 281/336, Mustil No. 55, Killa No. 4/1/3 (2-8) up to the extent of 2/5 share which comes to 0 Kanal 19 Marla, Total Area of all Khewat/Khata is 5 Kanal 3 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaon, Haryana. Total Land of Villages- Badha and Hayatpur, Distt.- Gurgaon, Haryana, is 52 Kanal 17½ Marla

Vertex Land & Housing Pvt. Ltd.

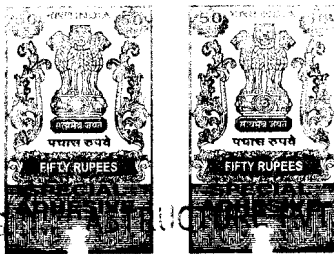
Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

2407

OPRIS INFRASTRUCTURE PRIVATE LTD.



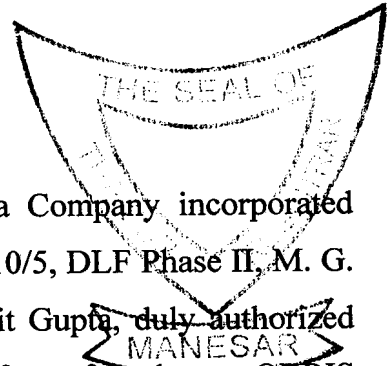
24

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 5/09/07 and herein after referred to as ORRIS of the **ONE PART.**



AND

M/s. VERTEX LAND AND HOUSING PRIVATE LIMITED, a company incorporated under The Companies Act, 1956, having its registered office at WZ 172, Palam Colony, New Delhi - 110045 through its Authorized Signatory, Sh. Vijay Gupta, duly authorized vide a Board Resolution dated 1 Sept 2007 and hereinafter referred to as the "land owner" of the **OTHER PART.**

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land bearing Khewat/ Khata No. 179/187 Mustil No. 9, Killa No. 4/1 (2-13), 4/2 (1-14), 7 (8-0), 8/2 (3-10), 9/2 (0-18), 11/2 (4-0), 12(8-0), 13(8-0), 14/1(3-

Vertex Land & Housing Pvt. Ltd.

Authorised Signatory

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

प्रलेख न: 24

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 3,304,500.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Satbir Yadav, Adv.

यह प्रलेख आज दिनांक 05/04/2011 दिन मंगलवार समय 12:19:00PM बजे श्री/श्रीमती/कुमारी M/s. Vertex Land and Housing Pvt. Ltd. thru Vijay Gupta निवासी WZ-172, Palam Colony, N.Delhi-110045 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

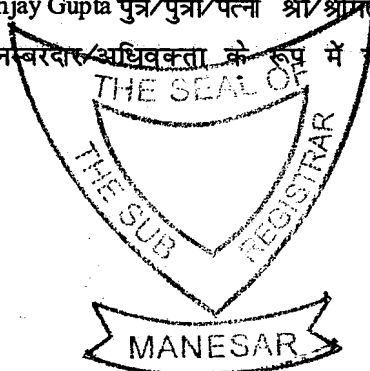
श्री M/s. Vertex Land and Housing Pvt. Ltd. thru Vijay Gupta(OTHER)

उप/संयुक्त पंजीयन अधिकारी
Manesar मानेसर

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 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, Sec-8, श्रीमती/कुमारी Sanjay Gupta पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Khem Chand Gupta निवासी Heily Mandi, Pataudi, Gurgaon साक्षी न: 1 को हम नंबरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 05/04/2011




उप/संयुक्त पंजीयन अधिकारी
Manesar मानेसर

10), 19/1(2-4) Kita 10 land measuring 42 Kanal 15 Marla up to the extent of 1/2 share which comes to total area of 21 Kanal 7½ Marla and Khewat/ Khata No. 229/238 Mustil No. 7, Killa No. 7 min. (6-5), Killa No. 8/1 (3-4) Kita 2 land measuring 9 Kanal 9 Marla Salam and Khewat/ Khata No. 16/16, Mustil No. 7, Killa No. 23/2/1 (2-6), 23/2/2 (2-4) Kita 2 land measuring 4 Kanal 10 Marla Salam, and Khewat/ Khata No. 264, Mustil No. 15, Killa No. 9min. (4-2), 12/1 (2-0), Kita 2, land measuring 6 Kanal 2 Marla upto the extent 31/122 share which comes to 1 Kanal 11 Marla; Khewat/ Khata No. 266, Mustil No. 15, Killa No. 3/1min. (1-0), 11/2 (3-16), 12/2 (6-0), 19 (8-0), 20 (7-5), Mustil No. 16, Killa No. 16min. (6-19), Kita 6, land measuring 33 Kanal 0 Marla upto the extent of 168/660 share which comes to 8 Kanal 8 Marla; Khewat/ Khata No. 267, Mustil No. 15, Killa No. 26 (2-2) upto the extent of 5/42 share which comes to 0 Kanal 5 Marla; Khewat/ Khata No. 16, Mustil No. 7, Killa No. 24/2/1/1 (2-4) Salam, Total Area of all Khewat/ Khata is 47 Kanal 14½ Marla vide jamabandi year 2002-2003 situated in the revenue estate of Badha, Tehsil- Manesar, District - Gurgaon, Haryana. Khewat/ Khata No. 153/178 Mustil No. 29, Killa No. 25/1 (2-2) Salam, Mustil No. 59, Killa No. 8/4 (0-3), 13/2 (0-8), 28 (0-2) Kita 3 land measuring 0 Kanal 13 Marla up to the extent of 42/1138 share which comes to total area of 0 Kanal 0.5 Marla and Khewat/ Khata No. 156/113 Mustil No. 59 Killa No. 22 (6-9), 27 (0-15), 26 (0-14) Kita 3 land measuring 7 Kanal 18 Marla up to the extent of 5/2304 share which comes to total area of 0 Kanal 0 Marla 3 Sarsie (appx.) and Khewat/ Khata No. 278/333 Mustil No. 31 Killa No. 23/2 (7-0), Mustil No. 55 Killa No. 4/1/2 (3-10) Kita 2 land measuring 10 Kanal 10 Marla up to the extent of 1/5 share which comes to 2 Kanal 2 Marla and Khewat/ Khata No. 281/336, Mustil No. 55, Killa No. 4/1/3 (2-8) up to the extent of 2/5 share which comes to 0 Kanal 19 Marla, Total Area of all Khewat/Khata is 5 Kanal 3 Marla vide jamabandi year 2004-2005 situated in the revenue estate of Hayatpur, Tehsil & District - Gurgaon, Haryana. Total Land of Villages- Badha and Hayatpur, Distt.- Gurgaon, Haryana, is 52 Kanal 17½ Marla, hereinafter referred to as "the said Land". hereinafter referred to as "the said Land".

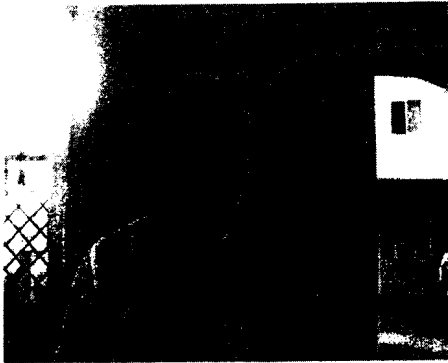
Vertex Land & Housing Pvt. Ltd.


Authorised Signatory

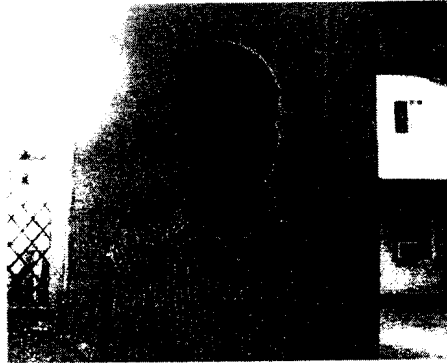
For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Reg. No. 24 Reg. Year 2011-2012 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता
Vijay Gupta

दावेदार
thru:- Amit Gupta

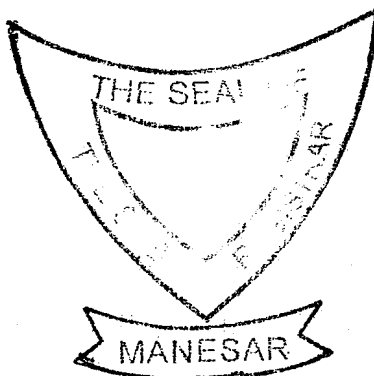
गवाह 1:- Jitender Singh गवाह 2:- Sanjay Gupta

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 24 आज दिनांक 05/04/2011 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1 के पृष्ठ सख्या 2 से 3 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 05/04/2011

उप/संयुक्त पंजीयन अधिकारी
Manesar
संयुक्त सब रजिस्ट्रार
मानेसर



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

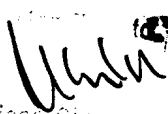
AND WHEREAS the land owner has lack of expertise and wants to develop the said land in keeping with the master plan, however as the land owner has about 6.609 Acres of land, the land owner is not in a position to carry out the development of the said land as such has been looking for developer/collaborator to join hands with the land owner.

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

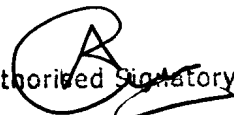
AND WHEREAS after ascertaining the capability of Orris and also ascertaining that Orris is in talk with the other land owners of adjacent land for developing a Colony, the land owner herein has approach Orris with an offer to make the land of the land owner also a part of the proposed Colony.

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

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

Verified by

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.


Authorized Signatory

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. 14,700,000/- per Acre from Orris and after the aforesaid sum is paid to the land owner, the Orris shall stand fully discharged of its obligation(s) towards the land owner as stipulated under this Collaboration Agreement. The Security amount already paid to the land owner by the Orris shall be adjusted towards the aforesaid amount of Rs. 33,04,500/-

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

For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

Vertex Land & Housing Pvt. Ltd.

Authorised Signatory

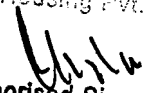
shall have no say in the same. The obligation of Orris shall be inter alia as under:

- 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. 33,04,500/-, Cheque No. 245866, dated 01/04/11, drawn on Axis Bank Ltd., Gurgaon.
- c) to survey the land and prepare the necessary layout plan for the said land along with other land so consolidated by the Orris;
- d) to apply for change of land use of the said land and deposit all application money, licence fee and other charges as may be required either through its own sources or through any other developer/Collaborator at the absolute discretion of Orris.
- e) to prepare the blue print for development on the said land;
- f) to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land;
- g) to identify a reputed Developer for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such developer.
- h) To coordinate with the Developer during the course of the development and for that purpose to engage architect, engineer etc.

For Orris Infrastructure Pvt. Ltd.


Authorised Signatory

Vertex Land & Housing Pvt. Ltd.


Authorised Signatory

- i) To engage and employ all work forces as may be required in the said Project for securing the interest of the land owner.
- j) To market the entire project including the plotted area, group housing area, commercial area and all other facilities and amenities as provided in the said colony and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, plot buyers agreement, space buyers agreement, apartment buyers agreement, sale deed, gift deed, lease deed, licence deed or any other instrument or instructions as may be required from time to time for conveying interest in the said colony or part thereof in favour of the prospective buyer.
- k) To receive the entire sale consideration, deposit, lease rent, refundable security deposit in its own name, from any such prospective buyer, tenant, occupant etc. in the said project.
6. That in order to facilitate Orris to achieve the object of this Agreement, the land owner shall execute a power of attorney in favour of M/s. Orris Infrastructure Private Limited through its Authorized Signatory, Shri Amit Gupta son of Sh. Vijay Gupta resident of C – 3/260, Janakpuri, New Delhi – 110058 who shall have full authority and power to act jointly or severally as may be decided by the attorney from time to time and the said power of attorney shall not be revoked or cancelled for any reason whatsoever except when so requested by Orris in writing and if so desired by Orris to revoke the aforementioned power of Attorney and execute fresh power of Attorney but only at the discretion of Orris. However, it is clearly agreed and understood between the parties that the execution of the power of attorney does not absolve the land owner of its responsibility to sign and execute various papers and documents, if so required by Orris.

Vertex Land & Housing Pvt. Ltd.

Authorised Signatory

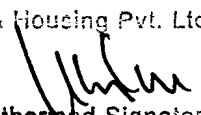
For Orris Infrastructure Pvt. Ltd.

Authorised Signatory

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 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.

For Orris Infrastructure Pvt. Ltd.

Vertex Land & Housing Pvt. Ltd.


Authorised Signatory


Authorised Signatory

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.

Authorised Signatory

SIGNED AND DELIVERED by the
within named ORRIS

Vertex Land & Housing Pvt. Ltd.

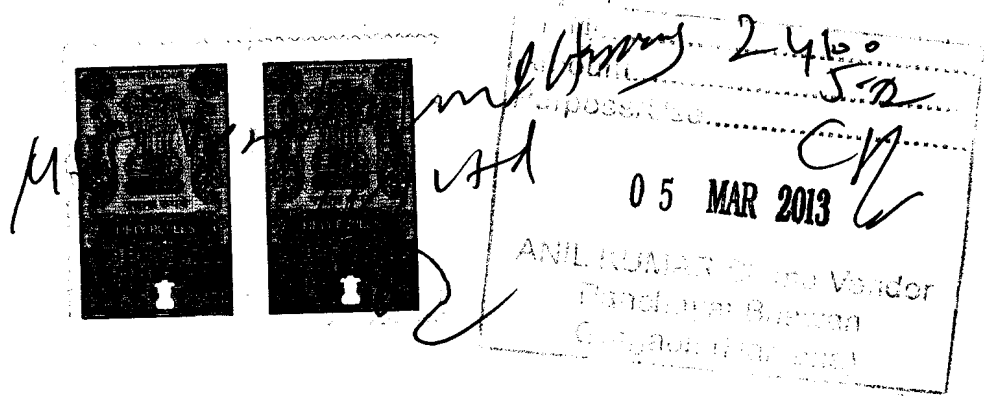
Authorised Signatory

SIGNED AND DELIVERED by the
within named LAND OWNER

WITNESSES:

1. Sanjay Gupta s+sk. khem Chand Gupta.
H/o V.P.O. Hallay (mandi) (Antedi) Gurgaon
2. Sider singh s+sk. Kehar singh
1157 Sector -15 Sonapat

ATTESTED THIS 01/01/2014
Notary Public



COLLABORATION AGREEMENT

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

BETWEEN

613
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

Ms. VERTEX LAND AND HOUSING PVT. LTD., a Limited Company incorporated under the Companies Act, 1956 and having its registered office at WZ 172, Palam Colony, New Delhi - 110045 through its Authorized Signatory Mr. Amit Gupta duly authorized vide a Board Resolution dated _____ and hereinafter referred to as the "land owner" of the **OTHER PART.**

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

WHEREAS the Land Owner is the absolute owner and is seized and possessed of agricultural land bearing Khewat/ Khata No. 52/54., Muhtil No. 3, Killa No. 17/5(2-19),

Vertex Land & Housing Pvt. Ltd.
A
Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Signature

प्रलेख नः 28153

दिनांक 05/03/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 75,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 500.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रूपये	

Drafted By: Satbir Yadav Adv.

यह प्रलेख आज दिनांक 05/03/2013 दिन मंगलवार समय 4:21:00PM बजे श्री/श्रीमती/कुमारी M/s Vertex Land & Housing P. Ltd. श्री/श्रीमती/कुमारी निवासी WZ-172, Palam Colony, N. Delhi-45 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

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

उपरोक्त पेशकर्ता व 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 Kheri Singh निवासी 1157, Sec-13, श्रीमती/कुमारी Mahesh K. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Adv. Gurgaon ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 05/03/2013

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

24(8-0), 25/1/1(0-8), Kita 3 total land measuring 11 Kanal 7 Marla upto to the extent of 17/908 share which comes to **0 Kanal 4 Marla**, Khewat/ Khata No. 302/311., Mustil No. 4, Killa No. 21/2/1(2-6), upto to the extent of 20/46 share which comes to **1 Kanal 0 Marla**. **Total Area in all Khewat/ Khata No. is 1 Kanal 4 Marla** vide jamabandi year 2002-03 situated in the revenue estate of Badha, ^{Manesar} 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 0.15 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 0.15 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:-

Vertex Land & Housing Pvt. Ltd.

Authorized Signatory

Orris Infrastructure Pvt. Ltd.

Authorized Signatory

Reg. No.

Reg. Year

Book No.

28,153

2012-2013

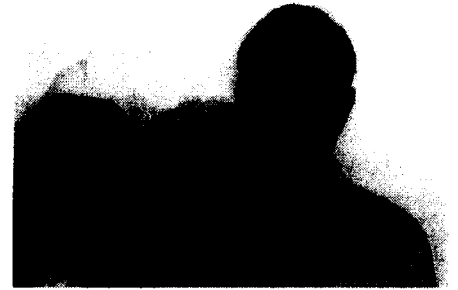
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पेशकर्ता








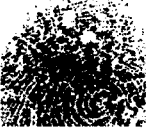

दावेदार

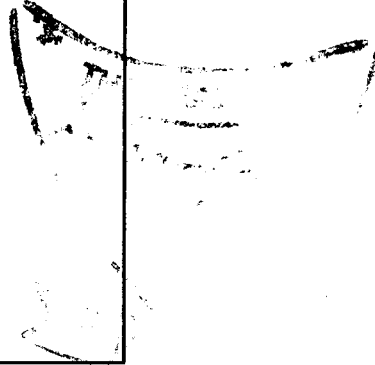


गवाह



उप / सयुक्त पंजीयन अधिकारी

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



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:


Vertex Land
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Authorised Signatory

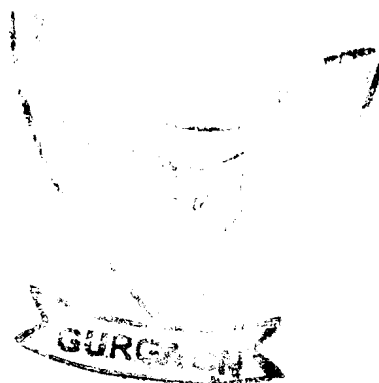
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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28,153 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 61 से 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

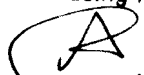
दिनांक 05/03/2013


उप/संयुक्त पंजीयन अधिकारी
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- 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. | 75,000/- | 142695 | 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.

Vertex Land & Housing Pvt. Ltd.

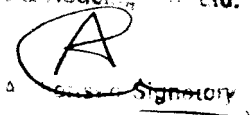

Authorized Signatory

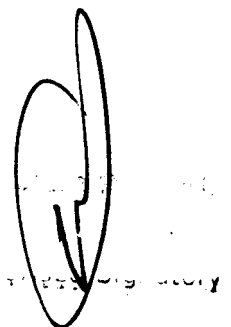
For ORRIS:-



- 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

Vertex Land & Housing Pvt. Ltd.


Signature


Signature

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

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

Vertex Land & Housing Pvt. Ltd.

Authorized Signatory

For Orris Infrastructure Pvt. Ltd.

Authorized Signatory

certificate to the colony or relieved of the responsibility by the DGTCP, Haryana, Chandigarh whichever is earlier.

12. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana, Chandigarh.
13. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

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

For Orris Infrastructure Pvt. Ltd.

SIGNED AND DELIVERED by the
within named ORRIS Authorised Signatory

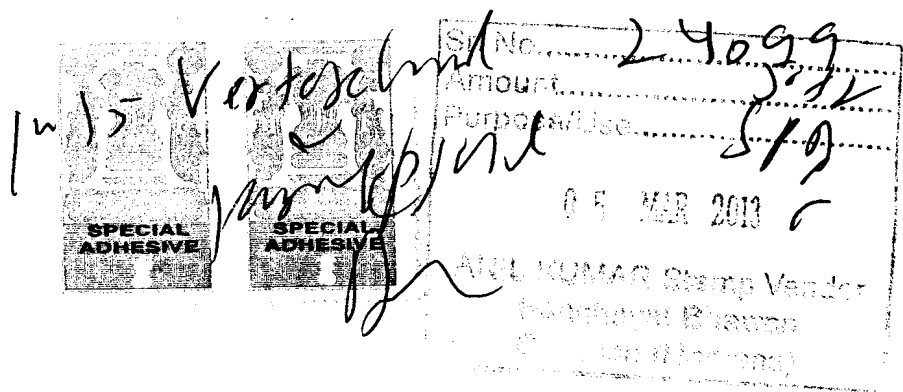
Vertex Land & Housing Pvt. Ltd.

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

IN FAVOUR OF

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

WHEREAS the Executant is the owner of the land bearing Khewat/ Khata No. 52/54., Mustil No. 3, Killa No. 17/5(2-19), 24(8-0), 25/1/1(0-8), Kita 3 total land measuring 11 Kanal 7 Marla upto to the extent of 17/908 share which comes to **0 Kanal 4 Marla**, Khewat/

Vertex Land & Housing Pvt. Ltd.

Authorized Signatory

Khata No. 302/311., Mustil No. 4, Killa No. 21/2/1(2-6), upto to the extent of 20/46 share which comes to **1 Kanal 0 Marla. Total Area in all Khewat/ Khata No. is 1 Kanal 4 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.

Vertex Land & Housing Pvt. Ltd.

Authorized Signatory

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.

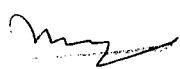
Vertex Land & Housing Pvt. Ltd.

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
Advocate, Gurgaon