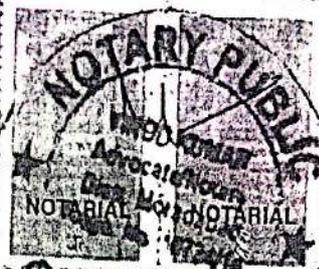


भारतीय गैर न्यायिक

एक सौ रुपये

R.S. 100

ONE HUNDRED RUPEES



INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

24 MAY 2016 BM 445950

Joint Development Agreement

This Joint Development Agreement entered at Moradabad on this 24th Day of May 2016.



BETWEEN

Ms. Khadija Hassan D/o Mr. Ahmad Hassan, residing at H-15/16, Lajpat Nagar, Moradabad - 244001 herein after called "THE OWNER" which expression and term shall unless repugnant to the context or meaning thereof include her legal heirs, legal representation, executors and assign of the FIRST PART.

VINOD KUMAR
Advocate
Distt. Moradabad
Raga No. 0724/14

AND

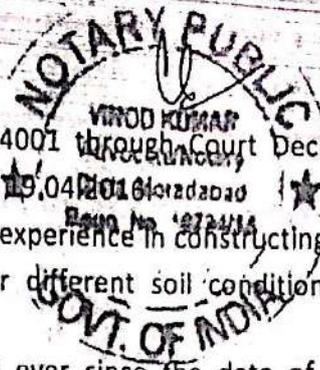
M/s Omega Devcon Pvt. Ltd. registered office at A-14, Third Floor, New Friends Colony, New Delhi through its Director Mr. Rakesh Kumar Malik S/o Mulakh Raj Malik herein after called "THE DEVELOPER", Party 2nd part which expression and term shall unless repugnant to the context or meaning thereof include her legal heirs, legal representation, executors and assign of the SECOND PART.



WHEREAS THE FIRST PART is the sole and absolute owner of the land measuring 17,940 (Seventeen Thousand Nine Hundred Forty) Sq. Mtr., bearing no. 71,72,73 & 74 at Village Manoharpur, Opp. Royal Enclave

Khadija Hassan

For Omega Devcon Pvt. Ltd.
Rakesh Malik
Director



(Bawan Kothi), Moradabad - 244001 through Court Decree by Civil Judge (Sr. Div.), Moradabad dated 19.04.2016

WHEREAS "THE DEVELOPER" has experience in constructing residential flats in different localities under different soil conditions safe and sound for Inhabitation.

WHEREAS "THE OWNER" herein ever since the date of transfer of ownership has been in continuous possession and occupation of schedule mentioned property without any let hindrance from any person whomsoever in any manner whatsoever.

WHEREAS "THE OWNER" herein is desirous of developing schedule mentioned property by constructing villas and multistoried group housing project over it.

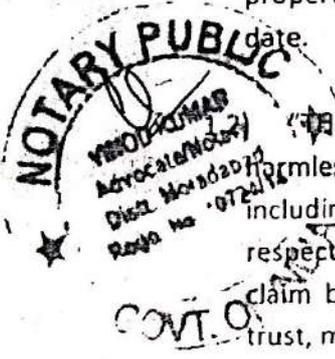
WHEREAS in pursuance of the above, "THE OWNER" has approached "THE DEVELOPER" herein requested to assist him in the development of the schedule mentioned property over the same consisting of Villas and Multi-Storied apartments.

WHEREAS "THE DEVELOPER" has examined the site and is satisfied with the location and the soil condition of the said plot is suitable for construction of multi-storied building.

AND NOW PARTIES have agreed for developing the schedule mentioned property subject to the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.1) "THE OWNER" assures that the title to the property is unimpeachable and there are no factors affecting the title of the owner to the schedule property and has paid all taxes and other dues in respect of the same till date.



"THE OWNER" shall keep "THE DEVELOPER" fully indemnified and harmless against all costs and claims actions, proceedings loss or liability including any objection/claim if any, arising against "THE DEVELOPER" in respect of any defect in the title to the property of "THE OWNER" or any claim by way of existing mortgage/charge/lease/tenancy, license, patta, trust, maintenance or otherwise.

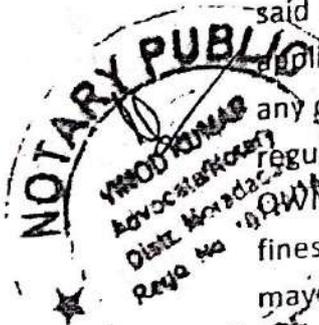
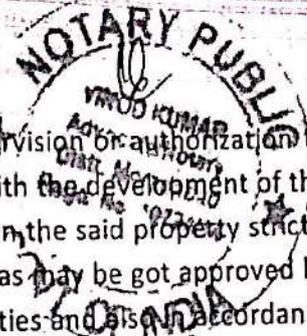
Shadish Hassan

For Omega Devcon Pvt. Ltd.
Rakomali
Director

1.3) "THE DEVELOPER" himself or under his supervision or authorization to some other person or company shall proceed with the development of the said property and construction of the building on the said property strictly in accordance with the plans in respect thereof as may be got approved by the owner with the mutual consent of both parties and also in accordance with rules of Moradabad Development Authority and other concerned authorities and the development control rules and the scheme that maybe sanctioned by the competent authority if any, "THE DEVELOPER" or the person or company to whom the developer authorize/nominate for the construction/development shall throughout hereafter and always save harmless and keep indemnified "THE OWNER" and their respective estates and effects of from and against all actions, suits, costs, charges, damages, fines, penalties, etc resulting on account of any act or omission or any breach, delay or default on the part of "THE DEVELOPER" in the developing the said property of any rules, regulations, terms or conditions or otherwise.

1.4). The owner shall be entitled to modify the approved building plans with the mutual consent of both parties provided the modifications are within or as per the provisions of approved scheme laid down by the competent authority. "THE DEVELOPER" shall pay all the fees of the architects and consultants appointed by them for the development of this project. It is agreed that which appointing architect and the consultants "THE DEVELOPER" shall procure in favor of the owner in writing that they shall not look to "THE OWNER" or any of them for their fees or otherwise. The same condition should apply if "THE DEVELOPER" enters into the agreement with another person, firm or company as the case may be.

1.5) "THE DEVELOPER" shall in the course of erection and completion of the said buildings do all the lawful acts and things required by and the status applicable thereto and with the bye-laws and the rules and regulations of any other public body or local authority or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep "THE OWNER" indemnified of from and against all claims for the fees, charges, fines and other payment whatsoever which during the process of the work may become payable or demanded by the said authorities in respect of the



GOVT. O.

Shadi Sai Hassan

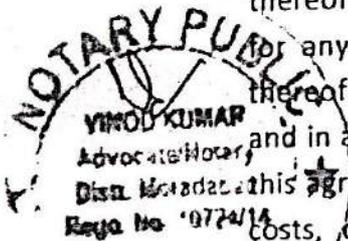
For Omega Devcon Pvt. Ltd.

Rakshak
Director

said work or of anything done or caused to be done or omitted to be done under the authority herein contained shall generally and from time to time discharges and pay as from the date of possession all claims, easements, outgoing rates, rents, municipal taxes and other dues, duties, impositions and burdens at any time hereafter chargeable against "THE OWNER" indemnified of from and against the payment thereof.



- 1.6) Subject as aforesaid "THE DEVELOPER" shall at their own costs, risks and responsibility obtain all necessary NOC's, permissions and sanctions and extensions etc from Moradabad Development Authority and all other concerned authorities for the development of the said property and erection of the buildings on the said property.
- 1.7) "THE DEVELOPER" shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance inconveniences, suffering, hardship or disturbance to the owner or to the occupants of the neighboring properties.
- 1.8) It is hereby further agreed that if for any reason or on any ground whatsoever the permission granted by the concerned authorities is revoked either wholly or in respect of only a portion of the said property or otherwise modified which modification is in the opinion of "THE DEVELOPER" adversely affecting the interest of "THE DEVELOPER" or the development of the said property then and in any such event "THE DEVELOPER" shall not be entitled to avoid this agreement or refund of any investment in the project but such revocation or modification shall be at the risk of "THE DEVELOPER". Likewise if the said property or any portion thereof is acquired or requisitioned or reserved under any act or otherwise for any public purpose and as a result thereof the same or such part thereof is not available for the development to the "THE DEVELOPER" then and in any such even also "THE DEVELOPER" shall not be entitled to avoid this agreement or for refund of any amount. Aforesaid all and likewise all costs, charges and expenses incurred for recovery and/or realization thereof shall be borne and paid by "THE DEVELOPER" alone.



GOVT. OF INDIA

Shadisei Hassan

For Omega Devcon Pvt. Ltd.

Rakesh Mehta
Director

1.9) The entire development work shall be carried out by "THE DEVELOPER" at their own risk, cost and expenses. They shall bear and pay the bills of the suppliers of building materials, wages and salaries payable to the workmen and other person employed for the purpose of carrying out the constructions work as also all other cost, charges and expenses that may incurred in regard to the development work. "THE DEVELOPER" shall also save harmless indemnify and keep indemnified "THE OWNER" against any claim that may be made by any one against the "THE OWNER" on account of "THE DEVELOPER" carrying out the said development work. "THE DEVELOPER" shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the workmen's compensation ct or any other law for the time being in force.

1.10) "THE DEVELOPER" further covenants that all fees payable to the Architects, Lawyers, Engineers and Independent contracts in respect of the Development and other levies, charges and deposits, required to be paid for the purpose of obtaining llcenses, sanctions and for constructions over the schedule property shall be borne by "THE DEVELOPER".

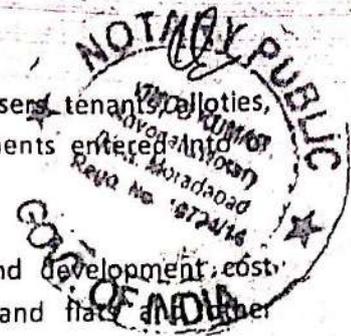
1.11) "THE DEVELOPER" shall be entitled on their own account to allow on ownership basis the premises in the buildings or structures to be constructed of the said property or any part of the said property of their share to their prospective purchasers, tenants, lessees, licensees etc for that purpose to enter into on their own behalf risk and responsibilities agreements or letter of allotment or such other writings or documents in their own name, subject to terms and conditions of this agreement. It is specifically agreed that obligation of any nature whatsoever of "THE DEVELOPER" shall be the obligation of "THE DEVELOPER" alone to comply with and carryout the agreement or letters of allotment writing and documents with the respective person. It is also agreed "THE DEVELOPER" or its attorney shall be entitled to receive and retain with them all the money of their share i.e. 62% from the persons to whom said premises are sold or allotted as the case may be in the buildings to be constructed by "THE DEVELOPER". All the money shall be received by "THE DEVELOPER" from such persons on their own account. "THE OWNER" shall not be liable or responsible to any such persons so far as the said moneys are concerned either for refund thereof or part thereof this provision shall be

NOTARY PUBLIC
VINOD KUMAR
Advocate/Notary
Distt. Moradabad
Regd. No. 10724/14

Shediza Hassan

For Omega Devcon Pvt. Ltd.
Rajkumar
Director

specifically brought to the notice of all such purchasers, tenants, allottees, lessees etc in the agreements or letters of allotments entered into and passed to them.



1.12) In consideration of the actual construction and development, cost incurred by "THE DEVELOPER" the total villas and flats constructed area shall be divided between the parties in the following ratio:

"THE OWNER" 38% (Thirty Eight Percent)

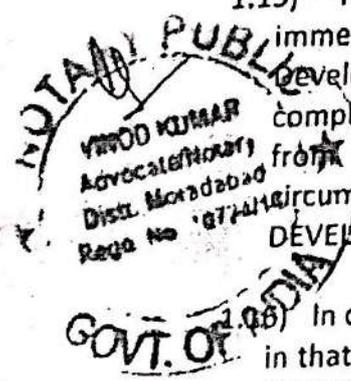
"THE DEVELOPER" 62% (Sixty Two Percent)

Both the parties shall be absolute owner of the distributed area settled between them in the aforesaid ratio and shall be entitled to sale/dispose it off as they deem fit. The allocation of the flats coming to share of "THE OWNER" and "THE DEVELOPER" shall be made with the mutual consent of both the parties.

1.13) The Stamp Duty registration charges and all other out of pocket expenses and the conveyance shall be borne and paid by "THE DEVELOPER" alone. Each Party shall bear and pay their own respective advocates and solicitors and architect costs.

1.14) "THE OWNER" hereby entrust hands over and gives license to "THE DEVELOPER" to enter into the said property and to construct multi-storied buildings thereon containing dwelling units and/or ownership flats with the best material and in accordance with the plans and specifications mentioned hereinafter.

1.15) "THE DEVELOPER" shall commence the work of construction immediately after on obtaining approval of plans by Moradabad Development Authority and other authorities. The project shall be completed within 60 months, from the date of obtaining plan sanction from the relevant Authorities, subject however to force major circumstances or in event of circumstances beyond the control of "THE DEVELOPER".



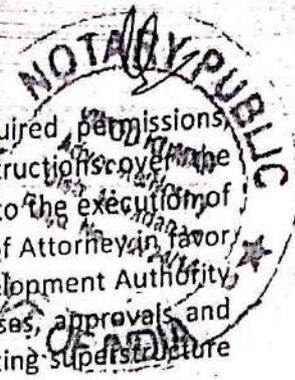
1.16) In case "THE DEVELOPER" fails to complete the project in schedule time in that event "THE OWNER" may extend reasonable time and in that event "THE DEVELOPER" shall compensate "THE OWNER".

Shahid Hussain

For Omega Devcon Pvt. Ltd.

Rajesh Malhotra

Director



1.17) "THE DEVELOPER" assured to apply for the required permissions, sanctions and other approvals for putting the construction over the schedule property. "THE OWNER" shall simultaneously to the execution of this agreement, execute and register a General Power of Attorney in favor of "THE DEVELOPER" to approach the Moradabad Development Authority and all other municipal authorities for obtaining licenses, approvals and clearance for obtaining approval of plans and for erecting superstructure over the schedule property.

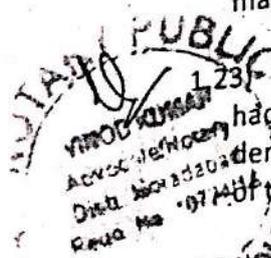
1.18) It is specifically agreed that as from the date hereof the said property shall be at the entire risk of "THE DEVELOPER" in all respects. "THE DEVELOPER" shall be responsible for any damage or injury or loss caused to any person in the course of putting up the construction or undertaking or completing the project.

1.19) "THE DEVELOPER" shall be entitled to appoint its own Architects, Engineers, Contractors, Sub-Contractors, Workmen of all types all other personnel construction and completion of the building to be constructed by "THE DEVELOPER".

1.20) "THE DEVELOPER" shall use the best quality material in erecting the building and shall complete the same to satisfaction of "THE OWNER" and the building shall be fully earthquake proof and fully furnished in all aspects as shown in the Annexure.

1.21) "THE DEVELOPER" shall comply with and abide by the true intent and measuring of the said specifications, plans, drawings and elevations and of this agreement.

1.22) That in case, at any time, the owner's architect disapproves some material. It shall be taken back by "THE DEVELOPER" immediately.



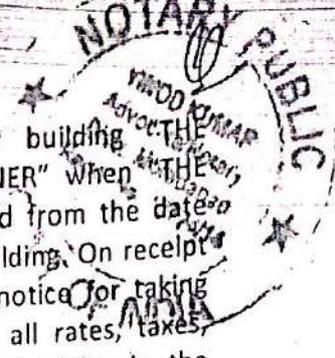
1.23) That if "THE OWNER" or Architect considers that some particular work had not been executed properly "THE DEVELOPER" shall immediately demolish that portion and erect the same again to the entire satisfaction of the Architect.

1.24) That if "THE OWNER" or Architect considers, during the course of work, some alteration, addition or omission, it shall be intimated in writing to "THE DEVELOPER" and "THE DEVELOPER" shall comply with the instructions.

Wahidul Hassan

For Omega Devcon Pvt. Ltd.

Roko Malik
Director

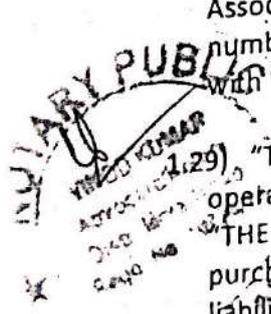


1.25) On obtaining completion certificate of the new building "THE DEVELOPER" shall give notice in writing to "THE OWNER" when "THE OWNER" would be at liberty to take possession on and from the date specified of "THE OWNER" allocation in the said new building. On receipt of notice on and from the date of mentioned in the notice for taking possession "THE OWNER" shall be responsible to pay all rates, taxes, service charges and outgoings in respect of common facilities in the building proportionate to "THE OWNER" allocation. Provided that any additional insurance premium, costs or expenses by way of maintenance for any particular use or for any portion within "THE OWNER'S" allocation shall be paid by "THE OWNER".

1.26) It shall be responsibility of "THE DEVELOPER" to complete the development and construction within the prescribed period. The construction of the said building shall be completely finished as per the plans approved by the Moradabad Development Authority and sanctioned scheme or within such period as shall be allowed or fixed and if "THE DEVELOPER" shall have paid all amounts payable by them under these presents and shall have observed and performed all stipulations herein contained then "THE OWNER" shall grant and "THE DEVELOPER" shall accept a CONVEYANCE OF THE SAID PROPERTY, the conveyance shall be executed in favor of "THE DEVELOPER" or their nominee including a Co-operative housing society or a limited company. The conveyance maybe executed as and when required but "THE OWNER" shall register the sale deed only as per his sharing ratio.

1.27) "THE OWNER" shall have right to occupy sale or dispose of his share as soon as the construction of each flat/villa is completed.

1.28) "THE DEVELOPER" shall form a co-operative housing society or an Association of the flat owner as the case maybe soon as the requisite number of purchasers of flats has entered into agreements of sale of flats with "THE DEVELOPER".



1.29) "THE DEVELOPER" shall convey the said property to the said co-operative housing society duly registered. Subject to the absolute right of "THE OWNER" to sell indisposed of flats of his share to intending purchasers. "THE DEVELOPER" shall carry out all his obligations and liabilities as the case may be, and "THE OWNER" shall not be liable in any manner whatsoever in regard thereto, or arising there from.

Shahidul Hasan

For Omega Devcon Pvt. Ltd.

Rajendra Malik
Director

1.30) A scheme shall be framed by the parties herein for the Management and Administration of the new building including the portions, in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the user thereof and such schemes and any rules and regulations formed under the scheme shall be binding on the occupiers of the said new building including in "THE OWNER'S" allocation and in "THE DEVELOPER'S" allocation.

1.31) In addition to the portion of the building in "THE OWNER" allocation, "THE OWNER" shall have the exclusive right, title and interest in respect of the roof of the new building irrespective of "THE OWNER'S" allocation or "THE DEVELOPER'S" allocation provided that any occupier of any flat in the said new building shall have the right to visit the roof with technical hands and/or workers for the purpose of inspection of the overhead water tanks, installation of radio aerials, T.V., Antenna, Cables, etc. repairs and replacement thereof.

1.32) Any transfer of any portion of the said building out of "THE OWNER'S" allocation or "THE DEVELOPER'S" allocation shall be subject to provisions contained herein and all occupiers shall be bound by the provisions contained in any agreement, rules, regulations, by-laws and restrictions contained herein.

1.33) On performing their obligations under these presents if "THE OWNER" or "THE DEVELOPER" transfers any portion out of their respective allocation, such transfers shall be subject to the terms and conditions, restrictions and covenants contained herein and in any documents or conveyance that might be executed should recite about the transfer agreement.

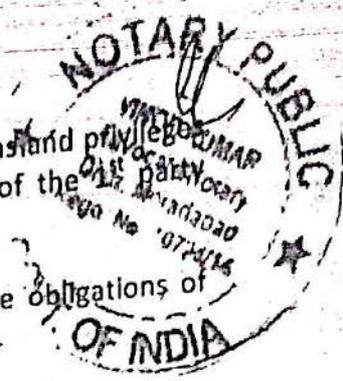
1.34) "THE DEVELOPER" shall have a right to handover the development and construction work of the project or any part thereof to some other person or company and for this purpose "THE DEVELOPER" shall have a right to enter into an agreement with the 3rd party. "THE DEVELOPER" may also authorize the said 3rd party to fulfill all or any of the obligations of "THE DEVELOPER" and may permit to act on its behalf but the supervision work shall be undertaken by "THE DEVELOPER" itself.

1.35) That if "THE DEVELOPER" is desirous to enter into an agreement with any 3rd party in that event "THE DEVELOPER" shall ensure the financial and other related capacities of the said 3rd party. "THE DEVELOPER" shall also obtain prior approval from "THE OWNER" in this regard and "THE OWNER"

Shahidul Karim

For Omega Devcon Pvt. Ltd.
Roko Malik
- Director

shall be a party to the said agreement and all the conditions and privileges of this agreement shall remain intact except the share of the 3rd party which is 38%.



1.36) That "THE OWNER" shall be liable to fulfill for all the obligations of "THE DEVELOPER" which are settled with the said 3rd party.

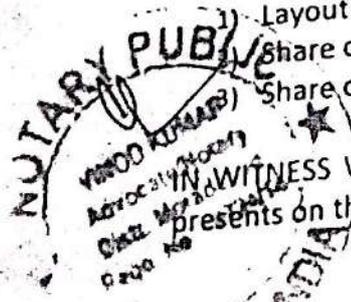
1.37) That any further requirement of financials would be met by obtaining loans from any Financial Institutions, LIC HFL and Banks and from any other sources and Instruments maybe decided mutually by the parties hereto and "THE OWNER" shall be entitled to mortgage the title deeds for obtaining loans and signed necessary documents for this purpose.

1.38) In the event of any dispute or difference arising between the parties in regard to this agreement or the development of the schedule property, they shall endeavor to settle the same by mutual negotiation/discussions. In the event of their being unable to arrive at a mutually agreeable solution they shall refer such disputes difference to arbitration. The decision of the arbitrator shall be final and binding on the parties. The said Arbitrator shall be appointed by mutual consent.

1.39) It is hereby further agreed, declared and confirmed between the parties hereto that this Agreement is irrevocable. Either party shall be entitled to specific performance by the other in case there is any breach of any of the terms and conditions of this agreement.

1.40) This deed contains 1 annexure detailed below, which is/are part and parcel of this agreement.

- 1) Layout Plan of the Land
- Share of the Owner
- Share of the Developer



IN WITNESS WHEREOF the parties have set their respective hands to these presents on the date, month and year herein above written.

SCHEDULE A

Site Information: Land measuring 17940.00 Sq. Mtr. Situated at Village Manoharpur, Opp. Royal Enclave Society, Delhi Road, Tehsil & District Moradabad.

KHARSA NUMBER	AREA (HEC.)
71	0.008

Shardul Kumar

For Omega Devcon Pvt. Ltd.
Pooja Malik
- Director

72	0.953
73	0.324
74	0.509

BOUNDED ON THE

NORTH EAST BY : ROAD N.H.24
 SOUTH WEST BY : OTHER PROPERTIES
 SOUTH EAST BY : MANOHARPUR LINK ROAD
 NORTH WEST BY : OTHER PROPERTIES



MEASURING IN THE

NORTH EAST BY : 159.70 Meter
 SOUTH WEST BY : 116.87 Meter
 SOUTH EAST BY : 142.03 Meter
 NORTH WEST BY : 196.72 Meter
 TOATAL EXTENT : 17940.00 SQ.MTR.

Uheidisa Hassan

For Omega Devcon Pvt. Ltd.

Rakesh Malik
 Director

Signature
 Party of the First Part
 Part
 ("THE OWNER")

Signature
 Party of the Second
 ("THE DEVELOPER")

WITNESSES:

1) *[Signature]*

M. Mohseneen s/o M. Mursaleen
 R/6 Feekhana Street, Moradabad

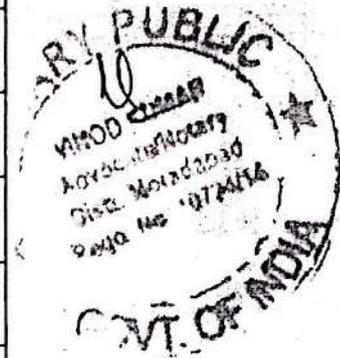
2)

ATTESTED BY *[Signature]*
 Vinod Kumar
 B.Sc. i.L.B.
 Advocate & Notary
 GOVT. OF INDIA
 Moradabad-244001
 24.05.2016

Royal Greens Moradabad

Tower-1

VIX	T2-1601 3BHK 2445	T2-1602 3BHK 2445	T2-1603 3BHK 2445	T2-1604 3BHK 2445
VX	T2-1501 3BHK 2445	T2-1502 3BHK 2445	T2-1503 3BHK 2445	T2-1504 3BHK 2445
IVX	T2-1401 3BHK 2445	T2-1402 3BHK 2445	T2-1403 3BHK 2445	T2-1404 3BHK 2445
XIII	T2-1301 3BHK 2445	T2-1302 3BHK 2445	T2-1303 3BHK 2445	T2-1304 3BHK 2445
XII	T2-1201 3BHK 2445	T2-1202 3BHK 2445	T2-1203 3BHK 2445	T2-1204 3BHK 2445
XI	T2-1101 3BHK 2445	T2-1102 3BHK 2445	T2-1103 3BHK 2445	T2-1104 3BHK 2445
X	T2-1001 3BHK 2445	T2-1002 3BHK 2445	T2-1003 3BHK 2445	T2-1004 3BHK 2445
IX	T2-901 3BHK 2445	T2-902 3BHK 2445	T2-903 3BHK 2445	T2-904 3BHK 2445
VIII	T2-801 3BHK 2445	T2-802 3BHK 2445	T2-803 3BHK 2445	T2-804 3BHK 2445
VII	T2-701 3BHK 2445	T2-702 3BHK 2445	T2-703 3BHK 2445	T2-704 3BHK 2445
VI	T2-601 3BHK 2445	T2-602 3BHK 2445	T2-603 3BHK 2445	T2-604 3BHK 2445
V	T2-501 3BHK 2445	T2-502 3BHK 2445	T2-503 3BHK 2445	T2-504 3BHK 2445
IV	T2-401 3BHK 2445	T2-402 3BHK 2445	T2-403 3BHK 2445	T2-404 3BHK 2445
III	T2-301 3BHK 2445	T2-302 3BHK 2445	T2-303 3BHK 2445	T2-304 3BHK 2445
II	T2-201 3BHK 2445	T2-202 3BHK 2445	T2-203 3BHK 2445	T2-204 3BHK 2445
I	T2-101 3BHK 2445	T2-102 3BHK 2445	T2-103 3BHK 2445	T2-104 3BHK 2445



- Share of the owner
 - Share of the developer

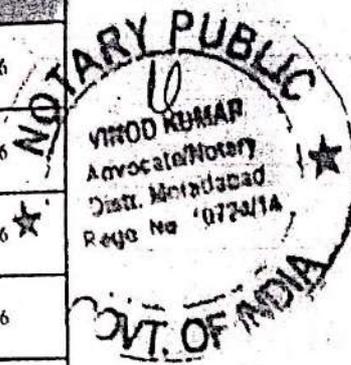
Shardishastri For Omega Devcon Pvt. Ltd.

P. K. Malik
Director

Royal Greens Moradabad

Tower-2

VIX	T2-1601 3BHK 2006	T2-1602 3BHK 2006	T2-1603 3BHK 2006	T2-1604 3BHK 2006
VN	T2-1501 3BHK 2006	T2-1502 3BHK 2006	T2-1503 3BHK 2006	T2-1504 3BHK 2006
IVX	T2-1401 3BHK 2006	T2-1402 3BHK 2006	T2-1403 3BHK 2006	T2-1404 3BHK 2006
XII	T2-1301 3BHK 2006	T2-1302 3BHK 2006	T2-1303 3BHK 2006	T2-1304 3BHK 2006
XII	T2-1201 3BHK 2006	T2-1202 3BHK 2006	T2-1203 3BHK 2006	T2-1204 3BHK 2006
XI	T2-1101 3BHK 2006	T2-1102 3BHK 2006	T2-1103 3BHK 2006	T2-1104 3BHK 2006
X	T2-1001 3BHK 2006	T2-1002 3BHK 2006	T2-1003 3BHK 2006	T2-1004 3BHK 2006
IX	T2-901 3BHK 2006	T2-902 3BHK 2006	T2-903 3BHK 2006	T2-904 3BHK 2006
VIII	T2-801 3BHK 2006	T2-802 3BHK 2006	T2-803 3BHK 2006	T2-804 3BHK 2006
VII	T2-701 3BHK 2006	T2-702 3BHK 2006	T2-703 3BHK 2006	T2-704 3BHK 2006
VI	T2-601 3BHK 2006	T2-602 3BHK 2006	T2-603 3BHK 2006	T2-604 3BHK 2006
V	T2-501 3BHK 2006	T2-502 3BHK 2006	T2-503 3BHK 2006	T2-504 3BHK 2006
IV	T2-401 3BHK 2006	T2-402 3BHK 2006	T2-403 3BHK 2006	T2-404 3BHK 2006
III	T2-301 3BHK 2006	T2-302 3BHK 2006	T2-303 3BHK 2006	T2-304 3BHK 2006
II	T2-201 3BHK 2006	T2-202 3BHK 2006	T2-203 3BHK 2006	T2-204 3BHK 2006
I	T2-101 3BHK 2006	T2-102 3BHK 2006	T2-103 3BHK 2006	T2-104 3BHK 2006



Standard Legistar

For Omega Devcon Pvt. Ltd.

Polko Malik

Director

Royal Greens Moradabad

Tower-3

VIX	T2-1601 3BHK 2006	T2-1602 3BHK 2006	T2-1603 3BHK 2006	T2-1604 3BHK 2006
VX	T2-1501 3BHK 2006	T2-1502 3BHK 2006	T2-1503 3BHK 2006	T2-1504 3BHK 2006
IVX	T2-1401 3BHK 2006	T2-1402 3BHK 2006	T2-1403 3BHK 2006	T2-1404 3BHK 2006
XIII	T2-1301 3BHK 2006	T2-1302 3BHK 2006	T2-1303 3BHK 2006	T2-1304 3BHK 2006
XII	T2-1201 3BHK 2006	T2-1202 3BHK 2006	T2-1203 3BHK 2006	T2-1204 3BHK 2006
XI	T2-1101 3BHK 2006	T2-1102 3BHK 2006	T2-1103 3BHK 2006	T2-1104 3BHK 2006
X	T2-1001 3BHK 2006	T2-1002 3BHK 2006	T2-1003 3BHK 2006	T2-1004 3BHK 2006
IX	T2-901 3BHK 2006	T2-902 3BHK 2006	T2-903 3BHK 2006	T2-904 3BHK 2006
VIII	T2-801 3BHK 2006	T2-802 3BHK 2006	T2-803 3BHK 2006	T2-804 3BHK 2006
VII	T2-701 3BHK 2006	T2-702 3BHK 2006	T2-703 3BHK 2006	T2-704 3BHK 2006
VI	T2-601 3BHK 2006	T2-602 3BHK 2006	T2-603 3BHK 2006	T2-604 3BHK 2006
V	T2-501 3BHK 2006	T2-502 3BHK 2006	T2-503 3BHK 2006	T2-504 3BHK 2006
IV	T2-401 3BHK 2006	T2-402 3BHK 2006	T2-403 3BHK 2006	T2-404 3BHK 2006
III	T2-301 3BHK 2006	T2-302 3BHK 2006	T2-303 3BHK 2006	T2-304 3BHK 2006
II	T2-201 3BHK 2006	T2-202 3BHK 2006	T2-203 3BHK 2006	T2-204 3BHK 2006
I	T2-101 3BHK 2006	T2-102 3BHK 2006	T2-103 3BHK 2006	T2-104 3BHK 2006



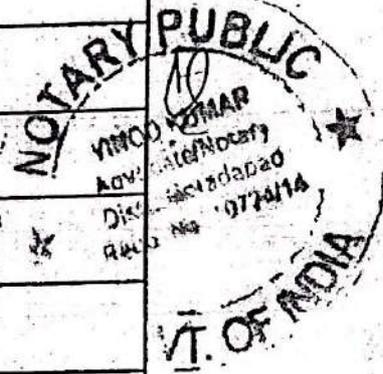
L. Ladhia Hassan

For Omega Devcon Pvt. Ltd.
P. K. K. K.
Director

Royal Greens Moradabad

Tower-4

VIX	T2-1601 2BHK 1520	T2-1602 2BHK 1520		
VX	T2-1501 2BHK 1520	T2-1502 2BHK 1520		
IVX	T2-1401 2BHK 1520	T2-1402 2BHK 1520		
XIII	T2-1301 2BHK 1520	T2-1302 2BHK 1520		
XII	T2-1201 2BHK 1520	T2-1202 2BHK 1520		
XI	T2-1101 2BHK 1520	T2-1102 2BHK 1520		
X	T2-1001 3BHK 2006	T2-1002 3BHK 2006		
IX	T2-901 3BHK 2006	T2-902 3BHK 2006		
VIII	T2-801 2BHK 1520	T2-802 2BHK 1520		
VII	T2-701 2BHK 1520	T2-702 2BHK 1520		
VI	T2-601 2BHK 1520	T2-602 2BHK 1520		
V	T2-501 2BHK 1520	T2-502 2BHK 1520		
IV	T2-401 2BHK 1520	T2-402 2BHK 1520		
III	T2-301 2BHK 1520	T2-302 2BHK 1520		
II	T2-201 2BHK 1520	T2-202 2BHK 1520		
I	T2-101 2BHK 1520	T2-102 2BHK 1520		



Shedilei Hussain

For Omega Devcon Pvt. Ltd.

Rakesh Malik
Director

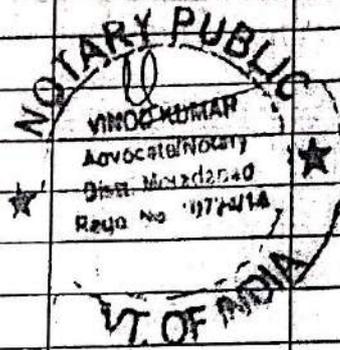
Royal Greens Moradabad

Villas

Type A

Type B

1			1	
2			2	
3			3	
4			4	
5			5	
6			6	
7			7	
8			8	
9			9	
10			10	
11			11	
12			12	
13			13	
14			14	
15			15	
16			16	
			17	
			18	



Shahid Hussain

For Omega Devcon Pvt. Ltd.

Rohit Malik
Director



उत्तर प्रदेश UTTAR PRADESH

DS 469160

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is executed on 05th day of Dec, 2017 at Moradabad, Uttar Pradesh, India is entered into by and between:

Ms. Khadija Hassan, daughter of Shri Ahmad Hassan residing at H-15/16, Lajpat Nagar, Moradabad- 244001, Uttar Pradesh, India [which shall mean to include her legal heirs, administrators, executors or any other person(s) to whom her share(s)/ property(ies)/ capital devolve upon her demise and permitted assigns] (hereinafter referred to as the "Owner" or "First Party")

AND

Omega Devcon Private Limited, a company incorporated in accordance of the provisions of Indian Companies Act and having its registered office at A-14, Third Floor, New Friends Colony, New Delhi, India, represented through Mr. Rakesh Kumar Malik, son of Shri Mulakh Raj Malik residing at House No. A-08, Shubham Green Villa, Ram Ganga Vihar, Phase 2, Moradabad UP-244001, Director of the company, who has been authorized by the Board of Directors of the company vide board resolution dated 05th day of Dec, 2017 to execute and sign the present MOU for and on behalf of the company (which shall be deemed to include its successors and permitted assigns) (hereinafter referred to as the "Developer" or "Second Party")

Khadija Hassan

For Omega Devcon Pvt. Ltd

Rakesh Malik
(Director)

For R & A Realtch LLP

Rakesh Malik
Partner

पॉप स्टाम्प प्रोग्राम की ओर कृपया ध्यान दें रिपल टैक कल कल की 20

क्रमांक 05 DEC 2017

राज्य जनरल मूल्य रूपये
स्थान वास्ते नगण्य / इकरारनामा

कितने कितने
निम्नलिखित मूल्य वर्ग के स्टाम्प समाविष्ट हैं

गरुण कुमार सादय स्टाम्प विक्रेता

हानं 0187 / सी 0440 / 2008 कलेक्ट्रेट, मुरादाबाद

05 DEC 2017

AND

R & A Real Tech LLP, a company incorporated in accordance of the provisions of Indian Limited Liability Partnership Act and having its registered office at W-16, Okhla Industrial Area, Phase II, New Delhi, India (which shall be deemed to include its successors and permitted assigns) (hereinafter referred to as the "Associate Developer" or "Third Party")

The Owner/ First Party, Developer/ Second Party and Associate Developer/ Third Party are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- a. The First Party is the absolute and legal owner of the land admeasuring 17940 sq. meters situated at nos. 71, 72, 73 and 74 Village Manoharpur, Opp. Royal Enclave (BawanKothl), Moradabad- 244001 (the "Land") vide a decree of the Civil Court (Sr. Division Bench), Moradabad dated 19/04/2016.
- b. The Second Party and Third Party, both, are engaged in the same line of business of construction and development of commercial as well as residential projects.
- c. With the intention to develop a residential project under the name and style of "Royal Greens"(the "Project") over the said Land, the First Party entered into a Joint Development Agreement dated 24/05/2016 (the "JDA") with the Second Party whereby various terms and conditions have been agreed between both the Parties.
- d. As per the terms of JDA, the Second Party is the whole sole in-charge of the construction and development work over the said Land/ Project site and in such capacity has the authority, under the said JDA, to appoint any person/ company on its behalf to execute the construction and development work over the said Land/ Project site.
- e. Under the said terms of JDA, whenever a person/ company has been appointed/ delegated with the authority/ task to execute the construction and development work over the said Project site, his/ its appointment in such capacity shall be approved by the First Party and upon such approval, the First Party shall also become a party to the said agreement/ arrangement with such person/ company, the same may be done by executing a separate agreement between the Parties, reduced in writing, which

For Omega Devcon Pvt. Ltd

Lotus Hassan

Real Tech
(Director)

For R & A Real Tech LLP

Real Tech
- Partner



includes the Owner, Second Party and such person/ company who has been appointed/ delegated with the task of construction and development on behalf of both the Parties (i.e. the First and Second Party).

- f. On basis of such terms and conditions of JDA, the Second Party had appointed Third Party as its Associate Developer, who was authorized to entirely construct and develop the said Project site on its own costs and risks, for and on behalf of the First and Second Party, in accordance of the sanctioned plans of the said Project site, the said appointment of Third Party was effected with effect from 05th day of Dec, 2017 and accordingly, its appointment was also approved by the First Party in accordance of the terms of JDA.
- g. No express agreement/ understanding/ arrangement of any kind or nature has been prepared and executed between the Parties so far despite of verbal understandings between the Parties since the relationships between the Parties are healthier both in terms of money as well as in terms of understandings and no dispute or difference of any kind or nature has been raised so far between the Parties but to reduce the said understandings in writing, all the Parties, now, have decided to enter into memorandum of understanding between themselves. Hence, the present MOU.
- h. Since, the Third Party has been engaged long back in the year 2016 by the First and Second Party, therefore, for the purpose of removing all kinds of ambiguities, if any, the present MOU shall be executed between the Parties giving effect to the date of appointment of Third Party as Associate Developer by the Second Party. In simple words, the present MOU shall be effective with effect from 05th day of Dec, 2017 on which the Third Party has been appointed as Associate Developer by the Second Party.
- i. Simultaneously, all terms and conditions which were/ are prevailed/ prevailing upon the Second Party under the said JDA shall also prevail upon the Third Party due to the effect of having step into the shoes of Second Party by Third Party.
- j. Therefore, the present MOU shall be treated as part and parcel of the said JDA and therefore, shall be read, interpreted and construed in line of the terms of said JDA and further, shall be treated as an addendum to the said JDA.

NOW, THEREFORE, THE PARTIES HEREIN HAVE WITNESSETH AS FOLLOWS:

1. EFFECTIVE DATE

This MOU shall be effective with effect from 05th day of Dec, 2017 (the "Effective Date").

Shadida Hassan

For Omega Devcon Pvt, Ltd

Rachid
-- (Director)

For R & A Realtech LLP

Rachid
-- Partner

2. DEEMED APPROVAL OF FIRST PARTY

The signing of this MOU between the Parties shall accord deemed consent of the First Party to the appointment of Third Party as Associate Developer from the Effective Date i.e. 05th day of Dec, 2017.

3. PARI PASSU EFFECT OF THE TERMS AND CONDITIONS

Since the Third Party as on and from the Effective Date step into the shoes of Second Party, therefore, the terms and conditions applicable upon the Second Party under the said JDA pertaining to the construction and development of the said Project site on its own costs and risks, shall remain intact and be duly applicable, *mutatis mutandis*, upon the Third Party as on and from the Effective Date of this MOU except the terms pertaining to the distribution and allocation of villas, flats and other constructed area of the said Project site.

4. DISTRIBUTION OF VILLAS, FLATS AND OTHER CONSTRUCTED AREA OF THE SAID PROJECT SITE

Clause 1.12 of the said JDA shall be substituted as follows:

"In consideration of the actual construction and development cost incurred by the Third Party/ Associate Developer, the total no. of Villas and Flats and other constructed area shall be divided between the Parties in the following ratio:

S. No.	Name	Distribution (in %)
1.	Ms. Khadija Hassan/ The Owner/ The First Party	
2.	Omega Devcon Private Limited/ The Developer/ The Second Party	
3.	R & A Real Tech LLP/ The Associate Developer/ The Third Party	

The Parties shall be absolute owner of their allocated/ distributed/ respective area in the aforesaid ratio and shall be entitled to sale/ dispose it off as per their own discretion, will and choice. The abovesaid allocation of flats and villas shall be consented mutually between the Parties."

5. CONFIDENTIALITY

The terms and conditions set out in this MOU are confidential between the Parties and shall not be disclosed to anyone else without the prior written consent of the other Parties, except as may be necessary to effectuate its terms. This obligation of maintaining confidentiality shall not be applicable in case of disclosures (i) if it is or later becomes part of the public domain through no fault of either Party(ies); and (ii) required/ mandated as per applicable law.

Khadija Hassan

For Omega Devcon Pvt. Ltd
- (Director)

For R & A Realtach
Partner



6. GOVERNING LAWS AND JURISDICTION

This MOU shall be governed, construed, interpreted and performed in accordance with Indian laws and any disputes herein shall be referred exclusively to the jurisdiction of the courts at Moradabad, India. Any dispute, arising out of this Agreement, shall be adjudicated through Arbitration, which shall be presided by a Sole Arbitrator. The said Sole Arbitrator shall always be appointed by the Parties by having mutual consent reduced in writing. The seat of Arbitration shall be at Lucknow, India and all proceedings of Arbitration shall be recorded in English Language.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed and delivered by Ms. Khadija Hassan

Khadija Hassan

Signed and delivered for and on behalf of
Omega Devcon Private Limited

Rakesh Kumar Malik

Name: Rakesh Kumar Malik
Designation: Director



Signed and delivered for and on behalf of
R & A Real Tech LLP

Rakesh Malik

Name: _____
Designation: Designated Partner

WITNESSES:

1. Amit
Name: Amit Chaudhary
Address: MMIG B-8
Ram Ganga Vihar Phase-2nd
Moradabad.

2. Nazim Taj
Name: Nazim Taj
Address: B-175 Ekta Vihar (IV)
Rampur Road
Moradabad.

ATTESTED:
Shiv Kumar Gautam
Advocate/Notary
Dist. Moradabad

05/12/17