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6/3/15



उत्तर प्रदेश UTTAR PRADESH

BL 040974

BL 040974



Stamp Duty : Rs. 11,000

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into at 28th day of November 2015.

BY AND AMONG

DREAMZ INFRAREALTY PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its registered office at 17/683, Sector-17, Indira Nagar, Lucknow through its authorized Director Sri Gaurav Singh son of Dr. Narendra

Signature of Gaurav Singh

Signature of another party

2598

25-11-18

विक्रय की तिथि.....
विक्रय करने का प्रयोजन.....
विक्रय करने का नाम व पता.....
विक्रय की धराराशि.....

DREAMZ INFRAREALTY
PRIVATE LIMITED

मोहम्मद अजिज खान LKO

आइसोप नम्बर 104 दिनांक 31-3-2019



भाग 1

। प्रस्तुतकर्ता अथवा प्राप्ति द्वारा रखा जाने वाला ।

उप निधन क्र. (प्रथम) कम नं० 46401

तखत

नेत्र या गार्जन्स पर प्रस्तुत करने का दिनांक 28-Nov-2015

प्रस्तुतकर्ता या प्राप्ति का नाम डीम्स इन्फ्रा, रियल्टी प्रा. लि. द्वा. गिटे, गौरव सिंह

नेत्र का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनगति 0.00 / 0.00

1. रजिस्ट्रीकरण शुल्क 10,000.0
2. प्रतिनिधित्व शुल्क
3. निर्माण या तलाश शुल्क
4. नुशानामा के अधिप्राप्तों करण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. याविक भत्ता

में 6 तक का योग 10,020.0

शुल्क समूल करने का दिनांक 28-Nov-2015

दिनांक जब नेत्र प्रतिनिधि या तलाश प्रमाण पर

वापस करने के लिए तैयार किया 28-Nov-2015

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उत्तर प्रदेश UTTAR PRADESH

BL 040973

BL 040973

-: 2 :-

Kumar Singh Gaur, resident of 15/3, Stenali Road, Allahabad, U.P. (hereinafter referred to as "FIRST PARTY" which expression shall mean and include its successors and permitted assigns.),

Ram Shanker Tewari son of Late Durga Prasad Tewari, resident of Village-Suhawa, Mazra-Jaitikhera, Partana-Bijnore, Tehsil-Sarojini Nagar, District Lucknow as a Power of attorney of Smt. Vidya Devi wife of Sri Ram Shanker & daughter of Bihari Lal, resident of Village-Suhawa, Mazra-Jaitikhera, Partana-Bijnore, Tehsil-Sarojini Nagar, District Lucknow said power of attorney is executed and registered on 20.07.2015, in Bahi No. 4, Jild No.526 on pages 331 to 340 at serial No. 417 in the office of Sub-Registrar-I,

For Dreamz Infrareddy Pvt. Ltd.

Director

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25-11-15

विषय की तिथि
दस्तावेज करने का प्रकार
दस्तावेज का नाम व पता
दस्तावेज की प्रकृति
मोहम्मद सादिक खान
रजिस्ट्रेशन नम्बर 181
दिनांक 31-3-2019

DREAMZ INFRA REALTY
PRIVATE LIMITED
LTD





उत्तर प्रदेश UTTAR PRADESH

AS 629040

03 NOV 2012

--: 3 :-

Lucknow which has not been revoked till today and is still valid.(Hereinafter referred to as the Owner/First Party, which term shall mean and include his heirs, legal representatives, successors, administrators and assigns of the **SECOND PART**) (Hereinafter referred to as "SECOND PARTY" which expressions shall mean and include its successors and permitted assigns)

WHEREAS the parties here are entering into a Strategic Alliance for the development construction, marketing and sale of real estate project comprising of flats, villas and any other structure as may be, decided by the first party located at, **Land situated at-Village-Jaitikhera, Paragna-Bijnaur, Tehsil and District-Lucknow** the said land is the ancestral property of second party, which is duly entered

For Dreamz Infra Realty Pvt. Ltd.

Director

in the revenue records as Bhumidar with transferable rights, which is free from all sort encumbrances like sale, mortgage, Bank attachment etc.

AND WHEREAS the name of second party is duly mutated in the Revenue Records as Bhumidhar with translatable rights.

AND WHEREAS the second party has assured that they are fully competent, capable, and entitled to enter into this agreement and the property which is subject matter of this agreement is free hold, has clear, marketable find unencumbered title free From all lien charges, gift levies attachment and liabilities, acquisition by govt. etc

The venture will be unincorporated i.e. It will be a strategic alliance whereby both the parties will collaborate to undertake the aforementioned project from its inception to completion with the name of "**AISHWARYA HEIGHTS**" as may be mutually agreed and approved by the parties to the agreement. The name of the project may be altered only after mutual consensus amongst the First and second party.

AND WHEREAS the second party on the said land, wanted to develop it and make **Residential Tower** but since they were not able to carry out construction activity' on their own and were interested that some other person may join their hands.

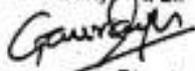
AND WHEREAS the first party recognized the opportunity and decided to join hands with the second party as promoter and developer having the requisite experience.

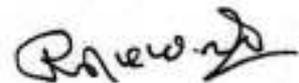
AND WHEREAS both the parties agree to work with each other for their mutual benefit in accordance with various clauses of this agreement.

ARTICLE 2, TERM, TITLE AND OFFICE

TERM. The term of the Venture shall commence as of the effective date of this Agreement and, unless sooner terminated in accordance with

For Dreamz Infarealty Pvt. Ltd'


Director



the provisions hereof, shall up till when the project is successfully completed; "completed" herein means fully developed ,marketed and sold.

TITLE. Any and all property and assets of the Venture as well as all intangible rights, including without limitation, all ancillary assets, shall be owned by and title held in the name of the Venture or its parties as may be agreed upon.

OFFICE. The location of-the principle office shall be **SITE OFFICE** (generally the site office) or such other place as may be decided by its parties

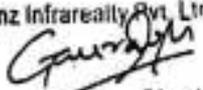
ARTICLE 3, BUSINESS OF THE VENTURE

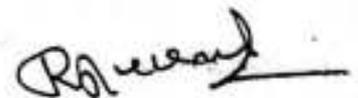
The Venture shall:-

- (a) Carry on the business of promoting, developing, marketing the aforementioned project for which such strategic alliance is entered into:
- (b) Operate efficiently and economically:
- (c) Attain maximum competitive position and strive for significant market share:
- (d) Maximize profits and provide attractive return on investment to the Parties on a going basis.

ARTICLE 4, CAPITAL CONTRIBUTIONS, ADDITIONAL CONTRIBUTIONS

- (a) It is acknowledged that FIRST PARTY has or will contribute to the venture the amount of Rs.2,00,000/- as capital needed to promote the Venture:
- (b) It is acknowledged that SECOND PARTY has or will only contribute to the venture the LAND LOCATED at **Land situated at-Village-Jaitikhera, Paragna-Bijnaur, Tehsil-Sarojini Nagar, District-Lucknow** in form of capital or any other land as may be required or needed to promote the Venture;
- (c) FIRST PARTY will contribute their services in form of developing, marketing and selling the land mentioned there in clause (b) of

For Droamz Infra Realty Pvt. Ltd.

Director



Article 4 or any other land as may be added by a supplementary agreement.

- (d) The Parties shall not be obligated to make any additional contributions to the capital of the Venture. If a need for additional capital arises, first party will contribute whatever contribution is required as capital, in the sole interest of the venture and second party will not make any other capital contribution other than land referred to above.

ARTICLE 5. MANAGEMENT, RESPONSIBILITIES AND CONFIDENTIALITY

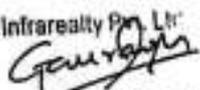
- (a) That subject matter of this agreement shall be the **Land situated at Khasra No.26Sa, Village-Jaitikhera, Paragna-Bijnaur, Tehsil-Sarojini Nagar, District-Lucknow.**
- (b) All the "Revenues" realized from the end buyer of the project or other miscellaneous income would be realized in bank account of DREAMZ INFREAREALTY PRIVATE LIMITED for the sake of convenience of operations and maintenance of books of accounts to which the second party has no objections.
- (c) The second party shall hand over vacant and peaceful possession of the said property to the first party.
- (d) That in case the property, comprised in this agreement or any other part thereof, declared to be belonging to the second party is lost on account of any defect in the title of the second party or their right to transfer the same or their possession of the area for project is any way disturbed on account of litigation started by anybody clamming through the second party, or on account of any defect whatsoever relating to some outstanding claim/demand including demand for taxes etc. against the second party; the second party shall be liable to meet settle and clear the same.
- (e) the second party expressly agree to keep the first party, buyers

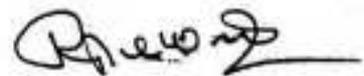
For Dreamz Infrearealty Pvt. Ltd



indemnified against all damages, losses, costs, including cost of litigation and expenses which first party or buyers/there nominees may sustain or incur by the reasons of any claim/demand arising out of defect in title along with demand for taxes of whatsoever nature being made against the second party due up-to the date of handing over possession of the demised property to the first party.

- (f) The first party shall be the sole judge of the designs, specification, structure and materials etc. to be employed and used in the proposed project.
- (g) Parties are expected in work in from of a team and in the sole interest of the venture undertaken.
- (h) It is the responsibility of the parties to maintain as secret and confidential all information (i) relating to the project its products, heretofore and hereto after acquired & developed/used by each of them, (ii) relating to pricing policy and financial data and (iii) relating to their respective clients, customers and employees (all such information hereinafter referred to as "confidential information"). Such confidential information is of great value to both parties. The information shall not be discussed with or shared with non-essential employees of the parties, as the case may be, or other individuals not in the employee of either party.
- (i) It is recognized that the services provided by each of the parties to the strategic Alliance are special and unique, and that the reason thereof, of each of the parties hereto have acquired and will continue to acquire confidential information as aforesaid. It is reasonably necessary to protect the good will of each of the parties for each of them to agree that neither of them will, directly or indirectly divulge to any person, firms or corporations and neither party will solicit or accept or cause or authorize directly or indirectly to be solicited or accepted, for or on behalf of itself or third parties,

For Dreamz Infreality Pvt. Ltd.

Director



any business from third parties who are at any time prior to the cessation of the strategic alliance hereunder, clients customers or competitors of the other party.

- (j) If either party shall subcontract all or any part of its duties under strategic alliances, any subcontractor engaged by it shall agree to be bound by the terms of this agreement as it relates to its performance of such duties under the strategic alliances prior to commencement of such subcontract.
- (k) It is understood and intended that each restriction mentioned in this Agreement shall be construed as separable and divisible from every other restriction, and that the unenforceability of any one restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced, in whole or in part, as the circumstances warrant.
- (l) That the First Party will have all the rights to enter into any development agreement with any other party in respect of the said property.
- (m) That after completion and development of the project Second Party will only get the remaining cost of the land.
- (n) The second party will be liable to transfer the said property in the name of first party, after the sale consideration is received by the second party and the second party shall have no rights whatsoever in the said property thereafter. This is an absolute clause and no further modifications can be entertained without the consent of the first party.

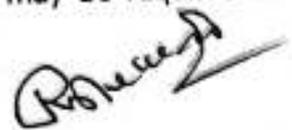
For Dreamz Infraare Pvt. Ltd


Director



- (o) In consideration of the first party agreeing to develop, sale & market the said project in the manner decided by the first party, herein the first party shall be entitled to retain as its absolute owner alongwith proportionate & undivided share in land.
- (p) The first party shall obtain all the necessary NOC'S, connections or permissions required from any authority or department such as LIDA, Municipal Corporation or Jal Nigam etc. in connection with making the title of the project marketable. For this, the second party by virtue of this agreement has ratified all their acts which are necessary to obtain such permissions etc including giving the power of attorney or additional power of attorney whether in name of directors or in the name of the company. The second party shall have no objections whatsoever if such NOC's, connections or permissions are in name of the first party.
- (q) The second party cannot obstruct or interfere in any manner in the planning, marketing, selling, execution, construction and completion of the said project at any stage.
- (r) The "second party shall be obliged to execute and get registered any such document or documents as may reasonably be required by the promoters for establishing absolute right of and complete title in the proposed project.
- (s) The second party shall handover to the first party certified copies of Nagar Mahapalika Khasra relating to the said land including the plot and will produce such other documents of title as may be required as and when required and shall sign all such application another documents on which their persona Signatures may be required in

For Dreamz Infra Realty Pvt. Ltd



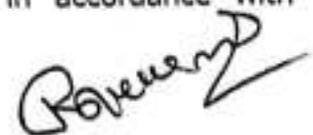
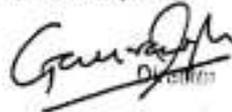
connection with the construction of the project.

- (t) The first party as and when required may introduce funds from its own personal sources, banks, financial institutions, venture capitalists or individuals or institutional investors or any other sources as first party thinks appropriate to which the second party will have no objections.
- (u) It would be the responsibility of the second party to present itself in person or through its representative who holds a valid power of attorney for the purposes of registry in the name of buyers up till the land is transferred in the name of the first party and thereafter to ensure its presence in person or through its representative who holds a valid power of attorney as and when required for purposes of registry or any other purposes relating to the project. If the second party fails to present itself in person or through its representative holding valid power of attorney, at the time of registry, the first party shall be entitled to do all such necessary acts as may be required to get the registry done through the court of law. The second party shall be liable to reimburse all the litigation and other incidental costs in this regard to the first party.
- (v) It is hereby agreed by the first party and the second party that they shall directly meet their taxation liability and other statutory liability as may be applicable to the personally & respectively.

ARTICLE 6, ACCOUNTS, RECORDS, REPORTS AND INSPECTION

- (a) Maintenance of Records - first party will maintain separate, independent, accurate, complete, clear and satisfactory financial accounts for its business operations and shall keep records confirming to sound international practice in accordance with

For Dreamz Infra Realty Pvt. Ltd



Indian law requirements.

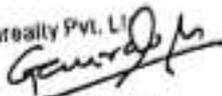
ARTICLE-7, DAMAGES/INDEMNITY

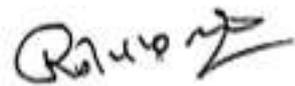
In the event of breach of any obligation stipulated in this Agreement or the failure to duly fulfill an obligation in accordance with the provisions of this Agreement on the part of one of the Parties, the defaulting Party shall be obliged to compensate the non-defaulting Parties for the resultant damages incurred.

ARTICLE 8. FORCE MAJEURE

- a) Each Partner shall be released from the responsibility for the complete or partial non-fulfillment of an obligation arising from this Agreement, when such non-fulfillment results from an event majeure which occurs after signing of this Agreement and which the Partner concerned could not have prevented by reasonable means.
- b) In the event of such circumstances occurring, the Partner affected shall promptly provide the other Parties with a written notification. This notification shall describe the events concerned and insofar as possible assess the effects on fulfillment of the Partner's obligations under this Agreement and state the estimated date of its ability to fulfill these obligations.
- c) In case of the event of force majeure occurring, fulfillment of the obligation of the party concerned under this Agreement shall be postponed by the duration of these circumstances and their consequences. The party shall, however, endeavor to expeditiously fulfill its obligations which were affected by such force majeure.

For Dreamz Infra Realty Pvt. Ltd.


Director



ARTICLE 9. APPLICABLE LAW, INTERPRETATION, AMENDMENT AND SUPPLEMENTATION OF THE AGREEMENT

- (a) This Agreement shall in all respects be governed by and construed in accordance with the relevant law as applicable.

ARTICLE 10. SETTLEMENT OF DISPUTES

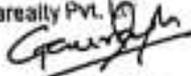
- (a) The Parties shall endeavor to resolve by negotiation any difference of opinion and disputes which may arise from or in connection with this agreement or with regard to the validity of this Agreement itself, in the course of operation of the Venture.
- (b) If it is proved impossible to settle disputes within 30 (thirty) days and legal proceedings appear unavoidable; such disputes are to be decided by a court or arbitration, without recourse to a general court of law.
- (c) The arbitration shall consist of one arbitrator. The place of Arbitration will be at Lucknow.
- (d) The cost of arbitration shall be decided and borne by the venture; the arbitration language shall be English.

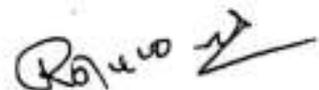
ARTICLE 11. COMMUNICATION TO THE PARTIES

- (A) Irrespective of whether this is expressly specified in each individual case, all communications, which are necessary permitted with regard to this Agreement and the Venture, are to be affected in writing i.e. via letter, telex or telegram. These communications are to be forwarded to the following address.

FIRST PARTY Dreamz Infra Realty Private Limited, a company registered under the Companies Act, 1956 and having its registered office at 17/683, Sector-17, Indira Nagar, Lucknow

For Dreamz Infra Realty Pvt. Ltd.


Director



SECOND PARTY **Ram Shanker Tewari son of Late Durga Prasad Tewari, resident of Village-Suhawa, Mazra-Jaitikhera, Partana-Bijnore, Tehsil-Sarojini Nagar, and District Lucknow**

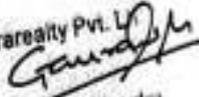
Any change in the above address shall be communicated to other parties in writing.

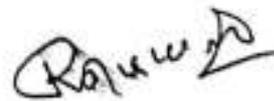
ARTICLE 12. MISCELLANEOUS

- (a) The official language of this Agreement is English.
- (b) All documents and other papers of importance which relate to the VENTURE shall be drawn up in English language and shall be binding upon the Parties. Correspondence among VENTURE and the parties in the course of daily business shall be conducted in the English language.
- (c) Each party shall bear its own costs incurred in the establishment, registration and organization of the Venture, including consultation fees. The Venture shall bear those costs which are directly related to its registration and organization and any consultation costs which directly concern the Venture.

ARTICLE 13. ASSIGNMENT

The rights and obligation under this Agreement are personal and shall not be assignable by any partner without the prior written consent of the other Partner and such consent shall not be unreasonable withheld. Notwithstanding anything to the contrary in this Agreement any partner shall have the right to refuse permission to the other partner to assign this Agreement to a third

For Dreamz Infrareality Pvt. L.

Director



विक्रय अनुबंध विलेख

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फंडस रजिस्ट्री नकल व प्रति शुल्क चोग शब्द लगभग

प्रतिफल
श्री
पुत्र श्री
व्यवसाय व्यापार

श्रीम्स इन्फ्रा, रियल्टी प्रा.लि.द्वा.निदे, गौरव सिंह
डा0 नरेन्द्र कुमार सिंह गौड

Gaurav Singh



निवासी प्थायी 15/3 स्टेनली रोड इलाहाबाद यू0 पी0
अस्थायी पत्ता

ने यह लेखपत्र इत कार्यालय में दिनांक 28/11/2015 समय 1:31PM
बजे निबन्धन हेतु पेश किया।

Gaurav Singh

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस0बी0सिंह
उप निबन्धक(प्रथम)

लखनऊ

28/11/2015

निष्पादन लेखपत्र वाद सुनने व समझने कलमनु

प्रथम पक्ष

Gaurav Singh

द्वितीय पक्ष

श्री श्रीम्स इन्फ्रा, रियल्टी प्रा.लि.द्वा.निदे, गौरव सिंह
पुत्र श्री डा0 नरेन्द्र कुमार सिंह गौड
पेशा व्यापार
निवासी 15/3 स्टेनली रोड इलाहाबाद यू0 पी0



श्री राम शंकर तिवारी बहै0 मु0 विद्या देवी
पुत्र श्री स्व0 दुर्गा प्रसाद तिवारी
पेशा व्यापार
निवासी ग्राम सोहाया मजरा जैतीखेडा पर0 विजनौर
लखनऊ

Rameshwar Singh



ने निष्पादन स्वीकार किया।

जिनके पहचान श्री दिलीप *Dilip*

पुत्र श्री राधेलाल

पेशा प्राइवेट नौकरी

निवासी 147-सी द्वाक टीका पुरवा इन्दिरा नगर लखनऊ

व श्री विन्देश कुमार *Vinod Kumar*

पुत्र श्री राम शंकर

पेशा व्यापार

निवासी 194 जैतीखेडा आशिक लखनऊ

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगुठे विद्यमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस0बी0सिंह
उप निबन्धक(प्रथम)

लखनऊ

28/11/2015

party, where the assignee is a competitor or is likely to be a competitor of the first partner.

ARTICLE 14. HEADINGS

The headings of the sections of this Agreement have been inserted only to facilitate reference and shall not be taken as being of any significance whatsoever in the construction and interpretation thereof.

ARTICLE 15. MODIFICATIONS

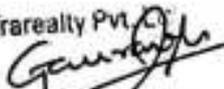
This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties hereto.

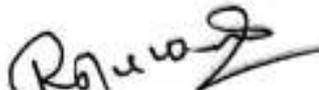
ARTICLE 16. INDEPENDENT PARTIES

The Parties shall act in all matters pertaining to this Agreement as independent Parties and nothing contained herein shall constitute either as the agent or as the partner of the other parties and does not give any party the power to represent the other parties here to.

ARTICLE 17. REPRESENTATIONS AND AUTHORITY

- (a) Each partner represents and warrants that it is permitted by its respective corporate charter and incorporating documents to enter into this Agreement, and is not restrained, prevented or inhibited by any contract or arrangement to which it is a party from entering into this Agreement or undertaking the obligations contained.
- (b) Each signatory to this Agreement represents and warrants that he is duly authorized by the partner for and on whose behalf he is signing this agreement to execute the same in a manner binding upon the said partner and that all corporate approvals and procedures necessary for such authority in him have been duly obtained and complied with.

For Dreamz Infreality Pvt. Co.

Director



प्रथम पक्ष

Registration No.: 693

Year: 2015

Book No.: 4

0101 डीम्स इन्फा, रियल्टी प्रा,लि,प्रा,निदे, गीरव सिंह
डा० नरेन्द्र कुमार सिंह गौड
15/3 स्टेनली रोड इस्लामाबाद यू० पी०
व्यापार



ARTICLE 18 POST PROJECT OPERATIONS

- (a) All the portions, exterior and common services shall be maintained and provide by the first party in the said project for which the first party be entitled to collect/charge amount from the owners/occupiers of the proposed project at such rates as may be as may be considered appropriate, till an association or society of the residents of the project is formed.
- (b) The second party shall have no interference regarding first parties' right to modify the maintenance charges.

ARTICLE 19 ADDITIONAL DOCUMENTS

Each partner hereto shall promptly execute and deliver such additional as are reasonably required by the other Parties hereto for the purpose of implementing this Agreement, provided that such documents shall be consistent with the provisions hereof.

ARTICLE 20 ENTIRE AGREEMENT

This agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and supersedes all communications, negotiations, commitments and writings prior to the date hereof and supersedes all communications, negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Agreement.

ARTICLE 21 CONDITIONS PRECEDENT

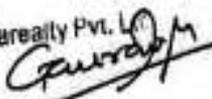
This Agreement shall take effect all the following conditions precedent has been fully satisfied.

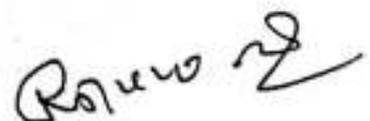
This Agreement has been executed by the Parties and following approvals have been obtained.

- (1) Approvals required for effecting investments by the Parties in the Venture.
- (2) Approvals have been required enquired the Venture to undertake activities contemplated by this Agreement.
- (3) Agreement has been approved by formal Board resolutions of the Parties.

Stamp duty of Rs.11,000/- is being paid through this Deed.

For Dreamz Infrarealty Pvt. L


Director



IN WITNESS WHEREOF, the First Party and the Second Party, after understanding the terms of this agreement, voluntarily, without any coercion, pressure or undue influence, in sound disposing mind, have put their respective signatures unto this deed on the day, month and year first written above.

Lucknow

Dated : 28.11.2015

WITNESSES :-

1. ^{Dileep}
Dileep S/o Sri
Rudhey Lal R/o
147-C Block, Teeka
Purwa, Indira Nagar
Kko.

[Signature]

2. Vinodhesh kumar
S/o Ram Shankar R/o
194 Jaiti kheda
Anshik, Lucknow

First Party

PAN - ARVPS6039H

For Dreamz Infra Realty Pvt. L.
[Signature]
Director

Second Party

PAN - AOAPT5734J

[Signature]

Typed By;

[Signature]
(Ram Sanahi)
R. Sanahi Print Point
Abbasi Universal Complex
near Registrar office, Kaiserbagh,
Lucknow

Drafted By:

[Signature]
(T.P. Yadav)
Advocate