

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is executed at Lucknow on of 16th November, 2016 between Mr. Abhay Kumar Chairman M/s Enfinityworld infra Venture Ltd. having its register address at Block-C, First Floor, Surajdeep Complex, 1st floor Jopling Road, Lucknow-226001 hereinafter called First Party which and include his legal heir's legal representatives Mr. Abhay Kumar

AND

Mr. Vinayak Ram Dayal Rai Director M/s Venessa infra structure developers Pvt Limited having its office at sector 14, 14/34 Indira Nagar lucknow Uttar Pradesh- herein after called "Second Party" Which expression unless repugnant to the context or meaning thereof, shall mean and include his legal heirs legal representative and assignees on the other part. WHEREAS, the First Party intends to have business in real estate at Lucknow by developing a small township at a suitable place.

AND WHEREAS, the Second Party deals in procurement and arrangement of land for developers in Lucknow against the charges for its service having special skill in this field. AND WHEREAS, the First Party has approached to the Second Party for arranging sales of Flats at bantra lucknow kanpur national highway having area of 1 lacs sqaure feet of area having two side opening. One at main highway Lucknow Uttar Pradesh and the Second party has represented that it has all necessary approvals from LIDA for the construction of flats and it will provide and deliver all things required to sell the property and has experience and resources to arrange/procure the same by arranging/execution land demarcation, possession and sale deed in favour of the First Party or its nominees hence this Memorandum of Understanding/agreement.

Enfinityworld Infra Venture Ltd.

Director

For Venessa Infrastructure
Developers Pvt. Ltd.

Vinayak Ram Dayal Rai
Director

E. That the said land is free from all encumbrances, sale, registered sale-agreement, gift, mortgage, lien, attachment, securities of any other type of charge affecting the clear title of the land.

F. That it is also settled between the parties, if the land or any portion thereof shall be found encumbered, disputed or affected by any reasons, the Second Party shall be solely responsible for the same and shall arrange its remedy without any additional cost for the First Party within the stipulated period.

G. It is specifically agreed and so understood by and between the parties here to that the Second Party shall solely be responsible for resolution/settlement of any dispute of differences, if arises, in respect of the said land (partitions, perfection of title etc.) at his own cost and expenses and the Second Party shall also ensure mutation of the name of the First Party or its nominee as the case may, in the revenue record and the expense of which has to be bear by the First Party.

H. That it is further agreed between the parties that if the First Party suffers any financial loss or losses for the defective title over said and or any portion thereof, the Second Party shall keep the First Party indemnified against all such loss or losses as the case may be. Module of Working.

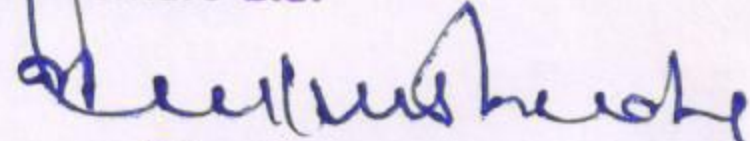
4. The Second Party will provide the office space constructed on the site to the first party and all the expanses will be bear by first party.

5. That the Second Party will provide all the technical material to the first party of the site like pamphlets, map and hording of the site which the first party has the right to redesign change the name of the projects and is allowed to do all changes which would be required to deliver the projects successfully.

6. The first party will make the payments of amount 2 crore in form of cash/cheque/draft/RTGS to the second party on or before 11 december 2016. The extension of this date will be done on mutual agreement of both the parties.

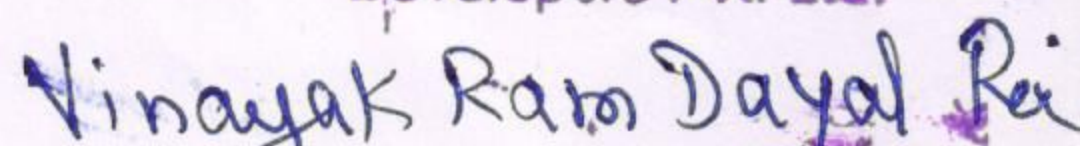
7. Once the first party makes the payment of the said amount then first party will have the legal rights in the project of the second party and will have a share holding

Enfinityworld Infra Venture Ltd.



Director

For Venessa Infrastructure
Developers Pvt. Ltd.



Director