

INPROSPER INFRASTRUCTURE LLP

Regd. Office: 109, Kila Road, New Saket, Meerut - 250001

Mobile No. - 9412784689, Email-info@newsaket.com,

Limited Liability Identification No. (LLPIN) - AAF-5143

सेवा में,

दिनांक-16.08.2023

श्रीमान तकनीकी सलाहकार,
उत्तर प्रदेश भू-सम्पदा विनियामक प्राधिकरण
नवीन भवन, राज्य नियोजन संस्थान,
कालाकाकर हाऊस, पुराना हैदराबाद,
लखनऊ, उत्तर प्रदेश।

विषय- उ0प्र0 भू-सम्पदा विनियामक प्राधिकरण (उ0प्र0 रेरा) में परियोजना New Saket Phase-2
जनपद Meerut आवेदन आई0डी0 नं0 ID824223 के, पंजीयन के संबंध में।

महोदय,

कृपया उपरोक्त विषयक अपने पत्रांक संख्या 1108232/यू0पी-रेरा/परि0पंजी0/2023-24
दिनांकित-11.08.2023 का संदर्भ ग्रहण करने का कष्ट करें, जिसमें उक्त परियोजना के पंजीयन आवेदन
के परीक्षण उपरान्त उ0प्र0 रेरा के स्तर से कुछ कमियाँ इंगित करते हुए प्रमोटर से स्पष्टीकरण माँगा गया
है। इस संदर्भ में प्रमोटर निम्न स्पष्टीकरण प्रेषित करता है:-

1. यह कि बिन्दू संख्या 1 में दिये गये निर्देशानुसार प्रमोटर Inprosper Infrastructure LLP
की Partnership Deed यू0पी0 रेरा पोर्टल पर अपलोड कर दी गई है तथा इस पत्र के साथ
माननीय विनियामक प्राधिकरण के सुलभ संदर्भ हेतु भी प्रेषित की जा रही है। (संलग्नक -1)
2. यह कि बिन्दू संख्या 2 में दिये गये निर्देशानुसार परियोजना के Map Owner (Landowner
Promoter) को परियोजना के Promoter के रूप में माननीय यू0पी0 रेरा के पोर्टल पर Add
कर दिया गया है तथा उक्त परियोजना के Developer Promoter व Landowner
Promoter के मध्य पंजीकृत Development Agreement को माननीय विनियामक
प्राधिकरण के पोर्टल पर पूर्व में ही अपलोड कर दिया गया था एवं आपके सुलभ संदर्भ हेतु पुनः
इस पत्र के साथ संलग्नित कर प्रेषित किया जा रहा है। (संलग्नक -2)
3. यह कि बिन्दू संख्या 3 में दिये गये निर्देशानुसार परियोजना का CA Certificate यू0पी0 रेरा
पोर्टल पर पुनः अपलोड कर दिया गया है एवं माननीय विनियामक प्राधिकरण के सुलभ संदर्भ
हेतु इस पत्र के साथ भी प्रेषित किया जा रहा है। (संलग्नक -3)

4. यह कि बिन्दू संख्या 4 में दिये निर्देशानुसार Proforma of the Conveyance Deed, Proforma of the Application Form and Proforma of the Allotment Letter माननीय यू0पी0 रेरा के पोर्टल पर अपलोड कर दिये गए हैं तथा इस पत्र के साथ भी माननीय विनियामक प्राधिकरण के सुलभ संदर्भ हेतु प्रेषित किये जा रहे हैं। (संलग्नक-4)

आपके पत्र में दिये गये निर्देशानुसार प्रमोटर द्वारा उपरोक्त स्पष्टीकरण दिये गये हैं। आपसे निवदेन है कि, कृपया विषयक आवेदन पर अग्रतर कार्यवाही करते हुए परियोजना का पंजीयन जारी करने की कृपा करें।

सधन्यवाद।

For INPROSPER INFRASTRUCTURE LLP

Authorized Signator

Inprosper Infrastructure LLP

(योगेन्द्र कुमार शर्मा)

(अधिकृत हस्ताक्षरी)

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उत्तर प्रदेश UTTAR PRADESH

BU 251941

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS AGREEMENT FOR LIMITED LIABILITY PARTNERSHIP ("Agreement") is executed at Ghaziabad, on this 27th day of March, 2017;

BY AND AMONGST

Skyvision Projects (P) Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 203, Chhabra Complex, 8, Veer Savarkar Block, Shakarpur, Delhi-110092, through its Director, Mr. Sajal Garg, S/o. Shri Surendra Kumar Garg, resident of C-64, Sector-44, Gautam Buddha Nagar, Noida, Uttar Pradesh-201301, (hereinafter referred to as "Partner 1" or the "Designated Partner", which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assignees) of the **FIRST PART:**

AND

Platina Real Estates Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at C-22, 3rd Floor RDC, Raj Nagar, Ghaziabad, Uttar Pradesh-201002, through its Director, Mr. Madhur Mittal, S/o. Shri Ram Avtar Mittal, resident of KG-74, Kavi Nagar, Ghaziabad, (hereinafter referred to as "Partner 2" or the "Designated Partner"), which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assignees) of the **SECOND PART;**

AND

(Signature)

(Signature)

(Signature)

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Improsper Infrastructure LLC

108 Killa Road

Abdullah

meerut (UP)

20-3-17

Ms. Anu Garg, wife of Mr. Sandeep Garg, resident of III-F-33/9, Nehru Nagar, Ghaziabad-201001, (hereinafter referred to as "**Partner 3**", which expression shall, unless it be repugnant to the context or meaning thereof, include her successors, legal heirs and permitted assignees) of the **THIRD PART**.

AND

Mr. Yash Kumar Garg, son of Mr. Sunil Kumar Garg, resident of II-C/127, Nehru Nagar, Ghaziabad-201001, (hereinafter referred to as "**Partner 4**" or the "**Designated Partner**", which expression shall, unless it be repugnant to the context or meaning thereof, include his successors, legal heirs and permitted assignees) of the **FOURTH PART**.

AND

Mr. Gaurav Jain, son of Mr. Niraj Jain, resident of B-267, Yojana Vihar, Delhi-110092, (hereinafter referred to as "**Partner 5**", which expression shall, unless it be repugnant to the context or meaning thereof, include his successors, legal heirs and permitted assignees) of the **FIFTH PART**.

Partner 1, Partner 2, Partner 3, Partner 4 and Partner 5 may hereinafter be referred to collectively as the "**Partners**" and individually as the "**Partner**".

WHEREAS, the Partner 2 has entered into and executed a Memorandum of Understanding dated October 8, 2015 ("**MOU**") with Shri Anil Bansal, S/o. Shri Surendra Bansal, and Smt. Anita Rani Bansal, W/o. Shri Anil Bansal, both residents of 251, Harnam Das Road, Civil Lines, Meerut, Uttar Pradesh (collectively the "**Owners**") for recording the understanding of developing a Middle Income Group (MIG) Housing project on land ad measuring 44,006 Sq. Yards (Forty Four Thousand and Six Square Yards) of land comprised in Khasra Nos. 419, 420, 421, 422, 423, 424, 425K, 426 & 426/1 situated in Village Abdullapur, Pargana and Tehsil, District Meerut (the "**Project Land**") under the name and style of '**New Saket**' (hereinafter referred to as the '**Project**'). The said Project has been initiated by the Parties under the Samajwadi Awas Yojna, affordable housing scheme as notified by UP Government;

AND WHEREAS, in terms of the MOU, it has been agreed between the Owners and the Partner 2 that a Development Agreement for the development of the Project on the Project Land would be executed between the Owners and a limited liability partnership to be established by the Partner 2 in which the Partner 2 would be the Lead Member and a Designated Partner;

AND WHEREAS, in pursuance of above, the Partners have incorporated a limited liability partnership under the name and style of "**Inprosper Infrastructure LLP**" bearing LLPIN AAF-5143 on 19th day of January, 2016, under the provisions of the Limited Liability Partnership Act, 2008;

AND WHEREAS, this Limited Liability Partnership Agreement (the LLP Agreement) is in furtherance of a LLP Agreement dated 05th of April, 2016, executed between the Partners herein above, i.e. Partner 1, Partner 2, Partner 3 and Partner 4, alongwith Mr. Lalit Kumar Jaiswal (being Partner 1 therein). Mr. Lalit Kumar Jaiswal had resigned from the LLP vide his Resignation Letter dated 05.12.2016, serving a notice of 90 days and the same was accepted by the Partners of the LLP on 27.03.2017 (effective from 27.03.2017), as per Clause 18 of the LLP Agreement dated 05.04.2016 and the same being accepted by the other Partners of the LLP;

For Platina Real Estates Pvt. Ltd.

Page 2 of 16

Authorised Signatory/Director

For Platina Real Estates Pvt. Ltd.

Director

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AND WHEREAS, Mr. Gaurav Jain, Partner 5 herein this Agreement, have approached the remaining Partners of the LLP to become a Partner by contributing to the Capital of the LLP and sharing the Profit and Loss in the business of the LLP;

AND WHEREAS, the statement of account has been prepared stating the resigning Partner's share of profit or loss for the period from the start of the Financial Year till date of this Agreement. The share of the capital and all unpaid interest and profits due to the Resigning Partner has been paid off.

AND WHEREAS, the Partner 1, Partner 2, Partner 3 and Partner 4 have accepted the resignation letter dated 05.12.2016 of Mr. Lalit Kumar Jaiswal on 27.03.2017; and further accepted the request of Mr. Gaurav Jain to become a Partner of the LLP, thus all the Partners intend to enter into a Limited Liability Partnership Agreement to record the understanding, which shall govern the terms and conditions, subject to which the Partners shall carry on the business.

NOW THEREFORE, THIS AGREEMENT WITNESSETH BY AND BETWEEN THE PARTNERS AS FOLLOWS:

I. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following capitalized terms shall have the same meaning ascribed to them as under:

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008 or any amendments/ modification made thereto;

"Agreement" or "LLP Agreement" means this Agreement for Limited Liability Partnership or any supplement/ amendment thereof determining the mutual rights, duties and obligations of the Partners in relation to each other and in relation to the LLP;

"Business" means the business of development of a Middle Income Group (MIG) Housing project on land ad measuring 44,006 Sq. Yards (Forty Four Thousand and Six Square Yards) of land comprised in Khasra Nos. 419, 420, 421, 422, 423, 424, 425K, 426 & 426/1 situated in Village Abdullapur, Pargana and Tehsil, District Meerut;

"Designated Partner" means any Partner appointed or deemed as such under the Act with respect to or in relation to the LLP; & for the purpose of this Agreement, Partner 1, Partner 2 and Partner 4 are the Designated Partners;

"Financial Year" means the financial year of the LLP, which period shall commence from the 1st day of April of a year to the 31st day of March of the following year;

"LLP" or "Partnership" means the limited liability partnership formed under the name and style of **"Inprosper Infrastructure LLP"** bearing LLPIN AAF-5143 on 19th day of January, 2016 under the provisions of the Limited Liability Partnership Act, 2008;

"Partner" shall have the meaning ascribed to it hereinabove and shall include any person who is appointed and/or admitted as a partner hereinafter in the LLP in accordance with this Agreement; and

"Rules" or "Said Rules" means the Limited Liability Partnership Rules, 2009.

For Platina Real Estates Pvt. Ltd.

Authorised Signatory / Director

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Sky Vision Project Pvt. Ltd.

Director

1.2 Interpretations:

- (i) Words denoting the singular number include where the context admits and requires, the plural number and vice versa;
- (ii) The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement;
- (iii) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (iv) Any reference to a part, clause, exhibit, article, annexure, appendix and schedule are to be construed as a reference to a part, clause, exhibit, article, annexure, appendix and schedule to this Agreement and a reference to this Agreement includes a part, clause, exhibit, article, annexure, appendix and schedule contained in or attached to this Agreement;
- (v) A reference to a document includes an amendment and supplement to, or replacement or notation of that document.

2. NAME AND ADDRESS OF LLP

2.1 The Partners shall jointly carry out the business under the name and style of "Inprosper Infrastructure LLP". Subject to compliance of the provisions of the Act, the Partners may decide to change the name of the LLP.

2.2 The LLP shall carry out the Business at the under mentioned address, which shall also be its registered office. The Business shall also be carried from such other place or places as may mutually be decided by the Partners from time to time.

Address: 109, Kila Road, Abdullapur, Meerut, Uttar Pradesh

2.3 The registered office of the LLP can be shifted to any other place in India as may mutually be decided by the majority of the Designated Partners, from time to time.

3. BUSINESS AND PURPOSE

3.1 The LLP shall undertake the Business in accordance with applicable laws. The Partners may decide to carry out any other business as mutually agreed between them.

3.2 The purpose of this Agreement is to inter alia specify the responsibilities of the Partners towards the Business of the LLP including preparation of detailed project report, securing of clearances, execution of development and construction works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this Agreement.

3.3 The LLP shall not undertake any business activities other than the Business, without the unanimous consent of the Partners.

For Platina Real Estates Pvt. Ltd.

Authorised Signatory

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Gly 13/04/2019 Project Pte. Ltd.

Director

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4. TERM AND TERMINATION

- 4.1 The Partnership shall continue to operate in accordance with the provisions of LLP Act and rules framed there under, until termination of this Agreement with the mutual consent of all the then Partners and executing a Deed for Dissolution / Disposal of the LLP subject to the provisions of the LLP Act.

5. PARTNERS AND DESIGNATED PARTNERS

- 5.1 The nominees of Partner 1 & Partner 2 and the Partner 4 shall act as the Designated Partners of the LLP.
- 5.2 The Partner 3 and Partner 5 shall only act as Partners in the LLP.
- 5.3 No Partner shall admit any person as a Partner of the LLP, except in accordance with this Agreement and without obtaining the prior written consent of the Designated Partners.
- 5.4 None of the Partners shall be entitled to part with the LLP, unless mutually agreed upon in writing.

6. LLP's CAPITAL AND PARTNERS' CONTRIBUTION

- 6.1 The capital of the LLP is Rs. 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only), which is being contributed by the Partners as under: -

S. No.	Name of Partner	Amount of Contribution (Rs.)
1.	Skyvision Projects (P) Ltd.	59,80,000/-
2.	Platina Real Estates Private Limited	70,20,000/-
3.	Ms. Anu Garg	52,00,000/-
4.	Mr. Yash Kumar Garg	26,00,000/-
5.	Mr. Gaurav Jain	52,00,000/-
TOTAL		2,60,00,000/-

- 6.2 Any and all amounts contributed, as above, by the Partners shall carry an interest at the rate of 12% per annum. In case of insufficient profits, the partners will have a right to reduce/waive interest on mutual consent.
- 6.3 During the continuation of the LLP Agreement, the Partners shall make their best efforts to contribute the amount required for the expansion of existing project, new project / new product lines, etc., in such manner as may mutually be agreed among Partners. Any shortage of fund in the LLP due to inability of the Partners to contribute funds in the LLP will be met by raising loans from banks, financial institutions or non-banking financial institutions,

unsecured loans from third parties with the mutual consent of the Partners. The Partners shall sign and execute all necessary documents required for getting approvals, finance, etc. from the banks, financial institutions or non-banking financial institutions or from any third party.

- 6.4 Any amounts contributed by any Partner over and above the Capital, as above, shall carry an interest at the rate of 18% per annum.
- 6.5 Subject to approval of all the partners, Inprosper Infrastructure LLP may call for bringing in additional amount of contribution from the existing partners in their profit sharing ratio, for meeting operational needs, working capital requirements and any other requirements.
- 6.6 The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of the majority of the Designated Partners, according to their individual Profit and Loss Sharing Ratios, as per Clause 7 below.

7. SHARING OF ANNUAL PROFITS AND LOSSES

- 7.1 The profits and losses of the LLP as determined in each financial year and audited shall be divided and borne and paid by the Partners in the following proportion:

S. No.	Name of Partner	Profit sharing percentage
1.	Skyvision Projects (P) Ltd.	20%
2.	Platina Real Estates Private Limited	35%
3.	Ms. Anu Garg	20%
4.	Mr. Yash Kumar Garg	10%
5.	Mr. Gaurav Jain	15%
TOTAL		100%

- 7.2 The Partners can withdraw the capital contributed by them in the LLP in such manner as may mutually be agreed among the Partners in writing. Any withdrawal in excess of the capital contributed by the Partners and profits of the LLP as per its financial statements can be made by the Partners as may be mutually agreed, subject to interest to be charged by the LLP at such rate as may mutually be decided among the Partners.

8. COMMON SEAL

- 8.1 The LLP shall have a common seal and it shall be laid before and adopted at the general meeting held first after the LLP's registration.
- 8.2 The common seal of the LLP shall be affixed to any document or contract under the signature of any of the Designated Partners.

Sky Vision Projects Pvt. Ltd.

Director

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for Platina Real Estates Pvt. Ltd.

Authorised Signatory/Director

Gaurav Jain

9.1 RIGHTS, DUTIES AND OBLIGATIONS OF PARTNERS AND DESIGNATED PARTNERS

- 9.1.1 All matters relating to the mutual rights and duties of the Partners and the mutual rights and duties of the LLP and its Partners and Designated Partners shall be determined by the provisions relating to that matter as are set forth in the First Schedule of the LLP Act, except to the extent otherwise mentioned herein.
- 9.1.2 All matters relating to the mutual rights and duties of the Partners and the LLP and its Partners not mentioned in this Agreement or First Schedule of the LLP Act, shall be determined by the Partners holding majority share in the LLP as on the date of such determination.
- 9.1.3 The Designated Partners shall be responsible for overall functioning of the LLP and shall be entitled to take all the decisions with respect to day to day operations of LLP without any hindrance or interference from the other Partners. The said day to day decisions includes but not limited to expenses to be incurred by the LLP, appointment of employees and all other related matters. The Partners shall be entitled to review the progress of the business of the LLP and recommend/advise any change to the same. However, it has been agreed between all the Partners that any such advice or recommendation shall only be recommendatory in nature and the Designated Partners shall not be obligated to follow or implement the same.
- 9.1.4 The Partners hereto shall have the rights, title and interest in all the assets and properties of the LLP in the proportion of their contribution.
- 9.1.5 Each Partner shall have the right to access to and to inspect the books of accounts of the LLP.
- 9.1.6 Every incoming Partner shall comply with the provisions of the LLP Act and the rules made there under.
- 9.1.7 The Partners and the Designated Partners shall be deemed to be agents of the LLP. The Partners shall be responsible to carry on the Business and be liable in accordance with the provisions of this Agreement and the provisions of the LLP Act.
- 9.1.8 Each Partner shall be just and faithful to the other Partners in all transactions relating to the LLP.
- 9.1.9 Each Partner shall render true accounts and full information of all things affecting the LLP to other Partners or their legal representatives.
- 9.1.10 Every Partner shall account to the LLP for any benefit derived by him without the consent of the LLP of any transaction concerning the LLP.
- 9.1.11 The nominees of Partner 1 & Partner 2 and the Partner 4 shall be entitled to delegate it's/their powers to any person(s) at any time and from time to time. The Partner 3 and Partner 5 shall not be entitled to delegate his/her/their powers to any person without the prior written consent of the Designated Partners.
- 9.1.12 In case any of the Partners desires to transfer, assign or mortgage its interest or shares in the LLP, it/he/she may transfer, assign or mortgage the same with the written consent of the Designated Partners.

Sky Vision Project Pvt. Ltd.

Director

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for Marina Real Estates Pvt. Ltd.

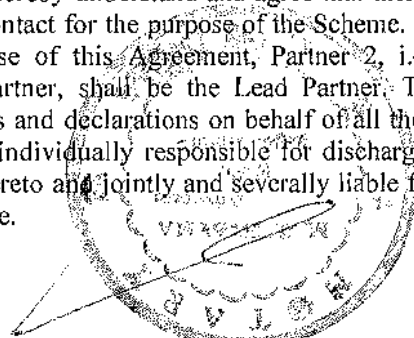
Authorised Signatory/Director

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- 9.1.13 A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner will stand to have the same rights and obligations as a person who is not a Partner.
- 9.1.14 Each Partner or Designated Partner may draw out the LLP funds as drawings from the credit balance of their capital account any sum not exceeding such sum and in such installments as may mutually be decided from time to time, subject to such drawings being accounted for in each yearly settlement of their respective accounts. Any amount withdrawn in excess of the credit balance of the capital contributed by the Partners and profits of the LLP as per its financial statements can be made by the Partners, subject to interest to be charged by the LLP at such rate as may mutually be decided among the Designated Partners.
- 9.1.15 The Designated Partners shall be entitled to debit the common expense incurred by it or its group companies to the LLP on a pro rata basis. The other Partners shall not raise any objection in this regard.
- 9.1.16 The Partner(s) shall not be entitled to raise any dispute with respect to the operations and/or functioning of LLP or otherwise, so long as it/they is/are getting its/their share(s) in the profits of the LLP either in cash or through distribution of unsold stock.
- 9.1.17 Each of the Partners hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partner(s) and LLP shall have no objection thereto provided that the Partners shall not use the name of the LLP to carry on the said business.
- 9.1.18 During the continuation of the LLP Agreement, all the Partners shall make their best efforts to contribute the amount required for expansion of the existing project, new project / new product lines, etc., in the ratio of their profit sharing in the LLP. Any shortage of fund in the LLP due to inability of a partner to contribute its contribution in the LLP will be met by raising loans from bank or financial institutions in India, with the written consent of the Designated Partners.
- 9.1.19 The Partners shall sign and execute all necessary documents required for getting approvals, finance, home loans, etc. from the bank or financial institution.
- 9.1.20 Any Agreement, Contract, Document, etc. executed in the name of the LLP shall be signed by atleast two out of the three Designated Partners, alongwith the common seal of the LLP.
- 9.1.21 All decisions, as above and otherwise, in respect of the business of the LLP shall be taken only by the majority of the Designated Partners.

9.2 Notwithstanding anything contrary mentioned herein, the Partners agree as under:

- 9.2.1 The Partners hereby understand and agree that there shall be a "Lead Partner", who shall be the point of contact for the purpose of the Scheme. It is hereby agreed by all the Partners that for the purpose of this Agreement, Partner 2, i.e. Platina Real Estates Private Limited, Designated Partner, shall be the Lead Partner. The Lead Partner is authorized to make representations and declarations on behalf of all the Partners. However, every Partner of the LLP shall be individually responsible for discharging its/her/his obligations as specified in Schedule-1 hereto and jointly and severally liable for the successful completion of the entire Project/Scheme.



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for Platina Real Estates Pvt. Ltd.

Authorized Signatory/Director

Sky Vision Project Pvt. Ltd.

[Signature]
Director

[Signature]

[Signature]

[Signature]

- 9.2.2 For the purpose of this Agreement, the Lead Partner i.e. Partner 2, shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Scheme/Project and shall have single point responsibility for ensuring that all Partners of the LLP are complying with the terms and conditions set out in this Agreement.
- 9.2.3 All instructions/communications from the Authority to the Partner 2/Lead Partner shall be deemed to have been duly provided to all the Partners.
- 9.2.4 For the avoidance of any doubt, it is hereby clarified that all the Partners shall be held individually responsible for the obligations mentioned in **Schedule 1**, regarding their specific roles and responsibilities undertaken by them under this Agreement.
- 9.2.5 For delivery of all services as per provisions of the Development Agreement, the Partner 2/Lead Partner shall be primarily accountable and responsible.
- 9.2.6 The Partner 2/Lead Partner shall be responsible for the transmission of any documents and information connected with the Scheme to the Partners.
- 9.2.7 The representations and declarations made by the Partner 2/Lead Partner shall be legally binding on all the Partners.
- 9.2.8 Each Partner shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

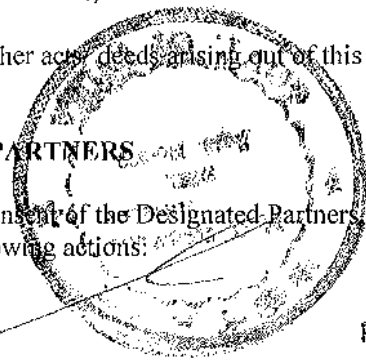
10. LIABILITIES OF DESIGNATED PARTNERS

10.1 Each Designated Partner shall at all times be liable for:

- (i) Protecting the property and assets of the LLP;
- (ii) Doing all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act including filing of any document, return, statement and the like report pursuant to the provisions of LLP Act;
- (iii) Issuing notice to the other Partners and holding meetings of the Partners and/or the Designated Partners for conducting the Business;
- (iv) Punctually paying their separate debts to the LLP;
- (v) Liable to all penalties on the LLP for any contravention of the provisions of this Agreement and the LLP Act; and
- (vi) Doing of all such other acts/deeds arising out of this Agreement and/or the LLP Act.

11. ACTS FORBIDDEN BY PARTNERS

11.1 Without the prior written consent of the Designated Partners, the Partners shall not be entitled to undertake any of the following actions:



For Platina Real Estates Pvt. Ltd.

Authorised Signatory/Director

Sky Vision Project Pvt. Ltd.

[Signature]
Director

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- (i) Transfer, assign or otherwise encumber its/his/her/their respective share in the assets and profits of the LLP;
- (ii) Make any other person a partner therein;
- (iii) Do any act that may conflict its interest with the interest of the LLP or any of the Partners;
- (iv) Engage, hire or dismiss (except in case of gross misconduct) any employee or agent of the LLP;
- (v) Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of the Business;
- (vi) Draw or accept or endorse without authority any bill of exchange or promissory note on the LLP's account;
- (vii) Remit in whole or part debt due to the LLP;
- (viii) Lease, sell, pledge or do other disposition of any of the LLP's property or fixed assets, otherwise than in the ordinary course of the Business;
- (ix) Commit to buy or buy any immovable property for the LLP;
- (x) Do any act or omission rendering the LLP liable to be wound up by the Tribunal/Court;
- (xi) Share business secrets of the LLP with outsiders;
- (xii) Derive profits from any transactions of the LLP or from the use of its name;
- (xiii) Submit a dispute relating to the Business to arbitration;
- (xiv) Open a banking account on behalf of LLP in its name;
- (xv) Commit to compromise or relinquish any claim in whole or in part of the LLP;
- (xvi) Withdraw a suit filed on behalf of LLP;
- (xvii) Admit any liability in a suit or proceedings against LLP;
- (xviii) Take any decision with respect to the LLP; and
- (xix) Enter into any partnership, joint venture, float any subsidiary LLP or company, with the LLP being the promoter or acquirer of interest or control.
- (xx) Notwithstanding anything contained herein, all decisions with respect to functioning of the LLP shall be taken by the majority of the Designated Partners. The Partners shall not be entitled to take any decision with respect to business and functioning of the LLP without prior written consent of the Designated Partners. The Partners shall be entitled to review the books of account and progress of the LLP.

12. INDEMNITY

- 12.1 Every Partner shall indemnify and hold harmless the LLP and the other existing Partners for any loss/ damages incurred by the LLP and the other Partners due to its/his/her misconduct or fraud in the conduct of the Business.
- 12.2 The LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by them (i) in the ordinary course of the Business; or (ii) in respect of any act and/or omission necessarily done for the preservation of the Business or property of the LLP.
- 12.3 The LLP shall indemnify each Partner and Designated Partner against any liability incurred in defending any proceedings whether civil or criminal in relation to the LLP and the Business, in which judgment is given in their favour or they are acquitted.

13. REMUNERATION

- 13.1 The Partners shall not be entitled to any remuneration for taking part in the conduct of business of the LLP.
- 13.2 The Partners shall only be entitled for the Profit and Loss in business of the LLP, as per Clause 7 above.

14. MANAGEMENT OF THE BUSINESS

- 14.1 The Designated Partners shall devote substantial time to the Business of the LLP, and shall be responsible for managing the Business in its entirety and compliance under this Agreement.
- 14.2 All decisions for the LLP shall be taken by the majority of the Designated Partners, without any hindrance or objection from the other Partners.
- 14.3 All resolutions at the general meetings, executive committee meetings and circular resolutions, save and except the resolutions amending/effecting the understanding between the Partners as contained herein, shall be passed with the consent of the majority of the Designated Partners and a MIS on monthly basis shall be prepared, with respect to the business of the LLP.
- 14.4 Any resolutions amending/effecting the understanding between the Partners as contained herein shall be passed with mutual consent of the Partners.
- 14.5 All decisions for the LLP shall be taken in accordance with Clause 14.2 above. However, notwithstanding anything contained in this Agreement, if in any situation, there arises a difference of opinion in the management and operation of the business, which is not resolved, the decision of the Partner 2 shall be final and binding on all.

15. BOOKS OF ACCOUNT AND AUDIT

- 15.1 All funds of the Business of the LLP shall be deposited in its name in such bank account or accounts, as shall be determined by the majority of the Designated Partners. All withdrawals of funds from such account(s) shall be made by cheques or pay orders/ instructions issued on behalf of the LLP by any two out of the three Designated Partners.

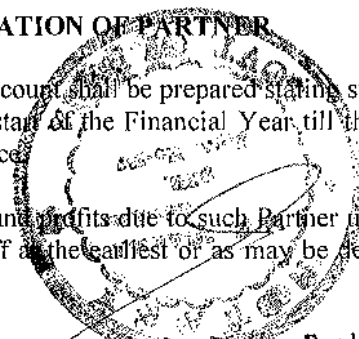
- 15.2 The LLP shall maintain such proper books of account for each year of its existence on cash basis or accrual basis and according to double entry system of accounting and shall maintain the same at its registered office.
- 15.3 The Financial Year of the LLP shall be from April 1st to following 31st of March.
- 15.4 The Auditors of the LLP shall be such as may be decided by the majority of the Designated Partners, from time to time.
- 15.5 The LLP shall, within a period of Six (6) months from the end of each financial year, prepare a statement of account and solvency for the said financial year in such form as may be prescribed from time to time and such statement shall be signed by any two of the Designated Partners.
- 15.6 The annual statements of accounts and solvency of the LLP made each year shall be audited by a qualified chartered accountant in practice in accordance with the rules prescribed under the LLP Act and the rules made there under and the Designated Partners shall ensure compliance with the same.
- 15.7 The LLP shall file within the prescribed time, the statement of accounts and solvency prepared and audited as above with the Registrar for LLP every year in such form and manner prescribed.
- 15.8 The LLP shall also file its annual return duly authenticated with the Registrar of LLP within Sixty (60) days of closure of its Financial Year in such form and manner prescribed in respect thereto.

16. ADMISSION OF NEW PARTNER

- 16.1 The Partners shall not admit any person as a Partner or Designated Partner of the LLP, without prior written consent of the Partners holding majority share in the LLP. Such incoming partner shall also give his/her/it's prior consent to act as a Partner or Designated Partner of the LLP.
- 16.2 The contribution of the new Partner or Designated Partner may be tangible, intangible, moveable or immoveable property.
- 16.3 The Profit sharing ratio of the incoming partner will be in proportion to his/her/ it's contribution towards the capital of the LLP, or as may mutually be agreed amongst the Partners.

17. VOLUNTARY RETIREMENT OR RESIGNATION OF PARTNER

- 17.1 If a Partner voluntarily resigns, a statement of account shall be prepared stating such Partner's share of profit or loss for the period from the start of the Financial Year till the end of the calendar month in which the said event takes place.
- 17.2 The share of the capital and all unpaid interest and profits due to such Partner up to the time of its resignation shall be made out and paid off at the earliest or as may be decided by the majority of the Designated Partners.



for Platina Real Estates Pvt. Ltd.

Page 12 of 16

cy Vision Project Pvt. Ltd.

Authorized Signatory/Director

Director

Chauhan

- 17.3 The LLP shall have perpetual succession and resignation or insolvency of any partner shall not dissolve the LLP.

18. CESSATION OF PARTNER

- 18.1 A Partner may voluntarily cease to be a Partner by giving a notice in writing of not less than 15 (Fifteen) days to the other Partners of his/her/its intention to resign as a Partner. Any such resignation shall be effective only upon acceptance of the same by the majority of the Designated Partners.

19. TERM OF AGREEMENT

- 19.1 This Agreement shall continue to be in force unless amended by mutual consent of the Partners in writing.
- 20.2 This Agreement shall become valid to bind the LLP on its incorporation on it being ratified by all its Partners for themselves and for the LLP, both.

20. TAX

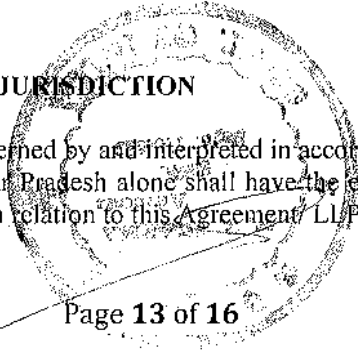
- 20.1 The Partners shall be responsible for their respective tax liabilities (both direct and indirect) with respect to this Agreement.

21. ARBITRATION

- 21.1 In the event of any dispute or difference arising amongst the Partners and/or between the Partners on the one hand and the LLP on the other hand, in connection with or with respect to this Agreement, including but not limited to the Partnership between the Partners or the respective rights and liabilities of the Partners, or their enforcement there under, it shall be first settled amicably through mutual discussions between the Partners. In case the Partners fail to reach any settlement, such dispute or claim shall be referred to the arbitration of a sole arbitrator to be mutually appointed by the majority of the Designated Partners of the LLP. The arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/ amendment thereof.
- 21.2 The arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Ghaziabad. The arbitration award shall be final and binding on the Partners and the Partners agree to be bound thereby and to act accordingly. The Partners shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement shall be governed by and interpreted in accordance with the laws of India and the Courts/ Tribunals at Uttar Pradesh alone shall have the exclusive jurisdiction in any and all matters arising out of or in relation to this Agreement/ LLP.



For Platina Real Estates Pvt. Ltd.

Authorized Signatory/Director

ky Vision Project Pvt. Ltd.

[Signature]
Director

[Signature]

[Signature]

[Signature]

23. MISCELLANEOUS

- 23.1 Notice: All notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by e-mail, by personal delivery or by sending the same by registered acknowledgement due or courier to the Partner concerned at the address as stated herein below or any other address subsequently notified to the other Partner. Such notice shall be deemed to be delivered on receipt thereof.

Skyvision Projects (P) Ltd.:

Kind Attention : Mr. Sajal Garg
Address : C-64, Sector-44, Gautam Buddha Nagar, Noida, U.P.-201301
Email : sajalgarg@gmail.com

Platina Real Estate Pvt. Ltd.:

Kind Attention : Mr. Madhur Mittal
Address : C-22, 3rd Floor, RDC, Raj Nagar, Ghaziabad, U.P.-201002
Email : madhur@dineshnagar.com

Anu Garg:

Kind Attention : Ms. Anu Garg
Address : III-F-33/9, Nehru Nagar, Ghaziabad, U.P.-201001
Email : sgargca@gmail.com

Yash Kumar Garg:

Kind Attention : Mr. Yash Kumar Garg
Address : II-C/127, Nehru Nagar, Ghaziabad, U.P.-201001
Email : yashgargklinfratech@gmail.com

Gaurav Jain:

Kind Attention : Mr. Gaurav Jain
Address : B-267, Yojana Vihar, Delhi-110092
Email : gauravjain92@hotmail.com

- 23.2 Waiver: No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 23.3 Severability: The invalidity or unenforceability of any terms or provisions of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall remain in full force and effect.
- 23.4 Entire Agreement: This Agreement constitutes the entire understanding/agreement between the Partners with respect to the subject matter hereof and supersedes all prior communications, negotiations and representations, either oral or written, between the Partners, in relation hereto.

23.5 Variation: It is expressly declared that no variation, amendment, modification or addition to this Agreement shall be effective or binding on any Partner unless set forth in writing and duly authorized by all the Partners.

IN WITNESS WHEREOF, THIS AGREEMENT IS SIGNED BY THE PARTNERS HERETO ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

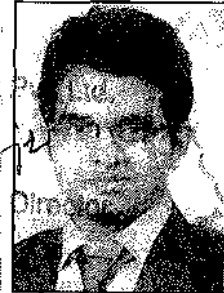
Sky Vision Project Pvt. Ltd.

[Signature]

Skyvision Projects (P) Ltd.
Partner 1/Designated Partner
Being Party of the First Part

Sky Vision Project Pvt. Ltd.

[Signature]



[Signature]

Platina Real Estates Private Limited
Partner 2/Designated Partner
Being Party of the Second Part



[Signature]

Anu Garg
Partner 3
Being Party of the Third Part

Authorised Signatory/Director

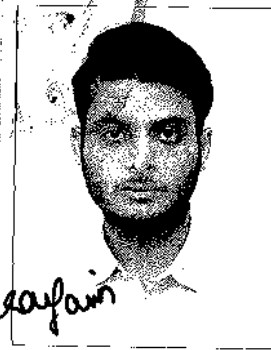
[Signature]

Yash Kumar Garg
Partner 4/Designated Partner
Being Party of the Fourth Part



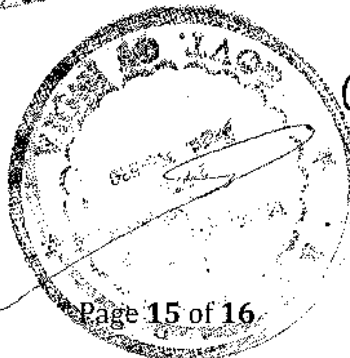
[Signature]

Gaurav Jain
Partner 5
Being Party of the Fifth Part



Witness:

NOTARY
Advocate Ghaziabad (U.P.)



SCHEDULE - 1

ROLES AND RESPONSIBILITIES OF EACH INDIVIDUAL PARTNER

S. No.	TYPE OF PARTNER	ROLES AND RESPONSIBILITIES
1.	Partner 1/Designated Partner: Skyvision Projects (P) Ltd. 203, Chhabra Complex, 8, Veer Savarkar Block, Shakarpur, Delhi Telephone No.: _____	As per Clauses 9, 10, 11 & 14 of the LLP Agreement
2.	Lead Partner/Designated Partner: Platina Real Estates Private Limited C-22, 3 rd Floor, RDC, Raj Nagar, Ghaziabad - 201002, Uttar Pradesh Telephone No.: 0120-4185000	As per Clauses 9, 10, 11 & 14 of the LLP Agreement
3.	Partner 3: Ms. Anu Garg III F-33/9, Nehru Nagar, Ghaziabad - 201001 Telephone No.: 0120-4120601	As per Clauses 9, 11 & 14 of the LLP Agreement
4.	Partner 4/Designated Partner: Mr. Yash Kumar Garg II-C/127, Nehru Nagar, Ghaziabad- 201001 Telephone No.: _____	As per Clauses 9, 10, 11 & 14 of the LLP Agreement
5.	Partner 5: Mr. Gaurav Jain B-267, Yojana Vihar, Delhi-110092 Telephone No.: _____	As per Clauses 9, 11 & 14 of the LLP Agreement

Mukesh Chandra
NOTARY
Advocate Ghaziabad (U.P.)

for Platina Real Estates Pvt. Ltd.

Authorised Signatory/Director

Sky Vision Project Pvt. Ltd.

Director

Gaurav Jain



Promoters Updation

Info! There are 3 promoter associated with this project.

Select Promoter

Anil Kumar Bansal

Promoter Details:

Applicant Type *

Individual

Promoter Name *

Anil Kumar Bansal

Father's Name *

Sri Surendra Kumar Bansal

Occupation *

Business

Photograph *

Choose File No file chosen

Only jpg and png files of maximum size of 100kb allowed.

Address *

251, Sukh Shanti, Haranam Das Road, Civil Line, Meerut-250003, U.P.

PAN Number *

AAOPB7857L

PAN Copy *

[PAN-251523 160823063850300.pdf](#)

Choose File No file chosen

Only jpg,png and pdf files of maximum size of 100kb allowed.

Email *

sameerbansal6060@gmail.com

Mobile *

9219667778

Aadhaar Number *

936069560707

Aadhaar Copy *

[AADHAAR 251523 160823063849530.pdf](#)

Choose File No file chosen

Only jpg,png and pdf files of maximum size of 100kb allowed.

Number of Projects Launched in Past 5 Years*

Nil

Annual Audited Balance Sheet

1	2190_4906072018PRJ2459_Balance Sheet 2016-17.pdf	06/07/2018	Download
2	2190_3706102018PRJ2459_Balance Sheet 2017-18.pdf	06/10/2018	Download
3	2190_8001092020Balance Sheet FY 2018-19.pdf	01/09/2020	Download
4	2190_7118022021Inprosper Balance Sheet F.Y. 2019-20.pdf	18/02/2021	Download
5	2190_4129122021InprosperBalanceSheet FY2020-21.pdf	29/12/2021	Download
6	2190_5822112022Inprosper Balance Sheet F.Y. 2021-22.pdf	22/11/2022	Download

Audited Balance Sheet Of Preceding year*

[balancesheet-251523 160823063850815.pdf](#)

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Only pdf files of maximum size of 2mb allowed.

Website Of Promoter *

https://www.newsaket.com

Income Tax Return of proceeding 3 Years *

Only pdf files of maximum size of 2mb allowed.

[Income Tax rt1-251523 160823063852612.pdf](#)[Income Tax rt2-251523 160823063853393.pdf](#)[Income Tax rt3-251523 160823063853940.pdf](#)

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☐ I/We certify that the foregoing information is correct and complete to the best of my/our knowledge and belief.

SAVE

CLOSE



The Real Estate (Regulation and Development) Act, 2016 is an Act of the Parliament of India which seeks to protect home-buyers as well as help boost investments in the real estate industry. The Act came into force from 1 May 2016.

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Income Tax Return of proceeding 3 Years *

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[Income Tax rt1-251507 160823055116947.pdf](#)[Income Tax rt2-251507 160823055117713.pdf](#)[Income Tax rt3-251507 160823055118244.pdf](#)

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☐ I/We certify that the foregoing information is correct and complete to the best of my/our knowledge and belief.

SAVE

CLOSE



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NAVIN PAHAWA & CO.

CHARTERED ACCOUNTANTS

48 - 1st Floor, Navyug Market, Ghaziabad - 201001 (U.P.)
E-mail : nkpahawa@yahoo.com, nkpahawa@gmail.com
Ph.: 0120 - 2791830, 4565917 Mob.: 9810003967 7017079303

Form — 3

CHARTERED ACCOUNTANT'S CERTIFICATE

(FOR THE PURPOSE OF WITHDRAWAL OF MONEY FROM DESIGNATED ACCOUNT OF PROJECT)

Information as on 30th June 2023

Certification work Assigned vide letter No.- New Saket/RERA/CA Cert/23-24/03

Dated :- 01.08.2023

Subject: Certificate of amount incurred on Project - New Saket for Construction of 14 Blocks of G+3 namely Block A3, B1, B3, C2, C3, D1, D2, D3, E1, E2, E3, F1, F2 & F3 situated on Khasra No. 419, 420, 421, 422, 423, 424, 425, 426 & 426/1 demarcated by its boundaries (latitude and longitude of the end-points) 28°98'9734"N, 77°76'9735"E, 28°99'0704"S & 77°77'0248"W of village Abdullapur Tehsil - Meerut. Development Authority- "Meerut Development Authority", District - Meerut, PIN 250001 admeasuring 23,889 sq. meter area, being developed by INPROSPER INFRASTRUCTURE LLP, having RERA Registration No. New Project (Yet to be register), Designated A/C No. (Applied for) Bank Name- Axis Bank Limited.

S.No.	Particulars	Rs.in lacs	Rs. In lacs
		Total Cost Estimated	Amount incurred (actual out-flow) till 30-06-2023
1	2	3	4
1	Land Cost		
	(a) Acquisition cost of land (purchase or through agreement with land owner) and legal costs on land transaction;	3450.92	0.00
	(b) Amount payable to obtain development rights, additional FAR and any other incentive under Local Authority or State Government or any Statutory Authority, if any;	0.00	0.00
	(c) Acquisition cost of TDR (Transfer of Development Rights), if any;	0.00	0.00
	(d) Amounts payable to State Government or competent authority or any other statutory authority of the State or Central Government towards stamp duty, transfer charges, registration fees etc. (if not included in para (a) above);	0.00	0.00
	(e) Interest (Other than Penal Interest, Penalties etc) paid to FI, Scheduled Banks, NBFC and "Unsecured Loan at State Bank of India - Marginal cost of Fund based lending Rate (SBI -MCLR)" on money borrowed for purchase of land and also to ,Competent Authority.	0.00	0.00
	SUB TOTAL LAND COST (Rs. In lacs)	3450.92	0.00
2	Project Clearance Fees		
	(a) Fees paid to RERA	1.25	0.00
	(b) Fees paid to Local Authority	49.33	26.69
	(c) Consultant/Architect Fees (directly attributable to project)	30.00	4.12
	(d) Any other (specify)	0.00	0.00
	SUB TOTAL FEES PAID (Rs. In lacs)	80.58	30.81
3A	Cost of Development And construction		
	a) Cost of services (water, electricity to construction site), Site Overheads;	1078.59	9.58
	(b) Depreciation cost of machinery and equipment purchased, or hired and maintenance costs, consumables etc., (so long as these costs are directly incurred in the construction of the concerned project);	48.36	0.00



NAVIN PAHAWA & CO.

CHARTERED ACCOUNTANTS

48 - 1st Floor, Navyug Market, Ghaziabad - 201001 (U.P.)
E-mail : nkpahawa@yahoo.com, nkpahawa@gmail.com
Ph.: 0120 - 2791830, 4565917 Mob.: 9810003967 7017079303

S.No.	Particulars	Rs.in lacs Total Cost Estimated	Rs. In lacs Amount incurred (actual out-flow) till 30-06-2023
1	2	3	4
	(c) Cost of material actually purchased;	4108.85	86.64
	(d) Cost of Salary and Wages (excluding cost of salaries of employees of the company not directly attached to project);	950.77	30.32
	Sub Total of Construction Cost (Rs. In lacs) (sum of (a) to (d) of Row 3a)	6186.57	126.54
3B	Cost of construction incurred (As Certified by Project Engineer)	6186.57	106.00
3C	Total Construction Cost (Lower of 3A and 3B)	6186.57	106.00
3D	Interest (Other than Penal Interest and Penalties etc.) paid to Financial Institution, Scheduled Banks, NBFC and Unsecured Loan at "SBI-MCLR" on money borrowed for construction).	257.61	0.00
3	TOTAL DEVELOPMENT AND CONSTRUCTION COST (Row 3C +3D)	6444.18	106.00
4	TOTAL COST OF PROJECT (Row 1+ Row 2+ Row 3)	9975.68	136.81
5	Percentage completion of Construction Work completed (as per Project Engineer, Architect's Certificate)	1.71%	
6	Percentage completion of Total project (Proportionate cost incurred on the project to the total estimated cost) (Col.4 of row 4 / Col.3 of row 4)%	1.37%	
7	Total amount received from allottees till date since Inception of the Project (In Lacs)		0.00
8	70% Amount to be deposited in Designated Account (0.7*Row 7)		0.00
9	Cummulative Amount that can be withdrawn from Designated a/c, i.e. (Total Estimated Cost * Proportionate Cost Incurred on the Project) (Column 3 of Row 4 * row 6)		136.81
10	Amount actually withdrawn till date since inception of the project (This shall include 70% of the amounts already realised till date but not deposited in the designated Account)		0.00
11	Balance available in Designated A/c.		0.00
12	Amount that can be withdrawn from the designated Bank A/C under this certificate. (Rs.in lacs) (Row 9 – Row 10)		136.81

This certificate is being issued on specific request of M/s Inprosper Infrastructure LLP for UP RERA compliance. The certification is based on the information and records produced before us and is true to the best of our knowledge and belief.

Place: Ghaziabad
Date : 02.08.2023

For Navin Pahawa & Co.
Chartered Accountants
Firm Regn No. 008476C



Partner

M. No. 076817

UDIN: 23076817136WUMV2143

**DETAILS OF DOCUMENT
(CONVEYANCE DEED)**

01. TYPE OF LAND : Freehold
 02. Ward/Pargana : Meerut.
 03. Mohalla/Village : "New Saket" Village, Abdullapur, Meerut, Uttar Pradesh, PIN-25001.
 04. Details of Property : A Residential Flat No. _____ on _____ Floor (Tower-_____) situated at New Saket Colony at revenue village Abdullapur Pargana and Tehsil and District Meerut.
 05. Carpet Area : _____ Sq. Mtrs.
 Total Area : _____ Sq. Mtrs.
 06. Status of Road : _____
 07. Consideration : _____
 08. Govt. Circle Rate : _____
 09. Value as per Circle Rate of the Flat : _____

SALE DEED for Rs. _____/-

Market Value for the purpose of Stamp Rs. _____/-

On this Sale Deed, Stamp Duty is paid as per Notification No. S.V.K.N.-5-2756/11-2008-500(165)/2007 Lucknow dated 30 June 2008 for Stamp Duty is paid Rs. _____/-

(1) This Deed of Sale is executed at Meerut on this _____ day of _____ 2023 by Shri Anil Kumar Bansal, S/o. Shri Surendra Bansal; and Smt. Anita Rani Bansal W/o Shri Anil Kumar Bansal, both residents of 251, Harnam Das Road, Civil Lines, Meerut, Uttar Pradesh, PIN-250003, hereinafter referred to as "Landowners", through their Power of Attorney Mr. Sameer Bansal S/o Shri Anil Kumar Bansal R/o 251, Harnam Das Road, Civil Lines, Meerut, Uttar Pradesh, PIN-25003, duly authorised by the said Landowners vide Power of Attorney executed on _____ in the office of Sub-Registrar, Sadar __, Meerut, vide Book No. _____ Zild No. _____ on Pages _____ to _____ on Serial No. _____, dated-_____, which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives, and assigns) of the FIRST PART.

And

Inprosper Infrastructure LLP (PAN- AAF16210F), Limited Liability Partnership registered under the provision of the Limited Liability Partnership Act, 2008, having its Registered Office at 109, Kila Road, Abdullapur, Meerut, Uttar Pradesh, PIN-250001, through its Authorized Signatory Mr. _____ S/o _____ R/o _____, duly authorized vide Resolution dated _____ (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators and permitted assigns) SECOND PART.

For INPROSPER INFRASTRUCTURE LLP

Landowners

Vendor
Authorized Signatory

Vendee(s)

AND IN FAVOUR OF

Mr. / Ms. _____ S/o/ D/o Shri _____ R/o _____ (PAN _____)
(hereinafter called "Vendee(s)" which expression shall, unless excluded by or repugnant to the subject or context be deemed to include his/her/its/heirs, executors, administrators and permitted assigns) of the OTHER PART.

And

WHEREAS the project named as "New Saket Phase-2" is being executed on Freehold Land situated at Khasra Nos. - 419, 420, 421, 422, 423, 424 and 425K, 426 and 426/1, Village Abdullapur Pargana Meerut, Tehsil Meerut Sadar, District Meerut admeasuring 36,794 Sq. Mtrs. Approx. (equivalent to 44,006 Sq. Yards).

The "Landowners" of the said land had purchased the said land vide Sale Deeds document No. - 4868 Book No. - 1, Volume No. - 6062 & pages 117 to 156 on Dated 15.05.2008, document No. - 4867 Book No. - 1, Volume No. - 6062 & pages 77 to 116 on Dated 15.05.2008, document No. - 4913 Book No. - 1, Volume No. - 6064 & pages 291 to 318 on Dated 16.05.2008, document No. - 5419 Book No. - 1, Volume No. - 9430 & pages 1 to 64 on Dated 29.05.2013, document No. - 7749 Book No. - 1, Volume No. - 9554 & pages 271 to 288 on Dated 25.07.2013, document No. - 7866 Book No. - 1, Volume No. - 9560 & pages 377 to 390 on Dated 27.07.2013, document No. - 8269 Book No. - 1, Volume No. - 9582 & pages 235 to 250 on Dated 08.08.2013, document No. - 7303 Book No. - 1, Volume No. - 2497 & pages 73 to 80 on Dated 17.10.2001, document No. - 4993 Book No. - 1, Volume No. - 2182 & pages 245 to 256 on dated 17.07.2000, document No. - 5483 Book No. - 1, Volume No. - 5429 & pages 141 to 170 on dated 29.05.2007 and Will deed document No. - 192 Book No. - 3, Volume No. - 47 & pages 317 to 320 on dated 03.06.1994 registered in the office of Sub - Registrar, Sadar, Meerut, Uttar Pradesh.

The "Vendor" and the "Landowners" have entered into a Development Agreement (DA) Dated - 05.10.2016 vide which the "Vendor" has developed the said land parcel. The said Development Agreement (DA) has been registered in the office of Sub-Registrar, Meerut-Ist, Uttar Pradesh as document No. - 8375 Book No. - 1, Volume No. - 11397 & pages 179 to 296 on Dated - 05.10.2016.

In pursuance to the above said Development Agreement (DA) the "Vendor" is fully authorised to develop the said Project on the above land parcel and allot the flats constructed thereupon to the Allottees and to issue the Allotment Letter for the said allotted flats and accordingly receive the amount towards the cost of the allotted flat from the Allottees.

WHEREAS the "Vendor" and the "Landowners" after completing all the legal formalities with respect to the right, title, and interest of the said land on which the project has been developed and the construction has been raised by the "Vendor", are fully competent to enter into this Sale Deed.

WHEREAS the said Project has been planned for affordable housing under the Samajwadi Awas Yojna and is being developed in phased manner. The 2nd Phase of the Project is being developed on Land area admeasuring 23,889 Sq. Mtrs. and has been registered with Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UP RERA) as "New Saket Phase-2" with registration number _____.

WHEREAS the 2nd Phase of the said Project comprises 14 Towers/Blocks of G+3 (A3 / B1 / B3 / C2 / C3 / D1 / D2 / D3 / E1 / E2 / E3 / F1 / F2 / F3) and 1 Commercial Tower/Block of G+2.

Landowners

Vendor

Vendee(s)

For INPROSPER INFRASTRUCTURE LLP

Authorised Signatory

The "Vendor" has obtained the Layout plan, Sanctioned plan, Specifications, and all necessary approvals for the Project being constructed from Meerut Development Authority (MDA).

AND WHEREAS the "Vendee(s)" had applied for and has been allotted Flat No. _____ admeasuring Carpet Area _____ Sq. Mtrs. situated at New Saket Phase-2, revenue Village Abdullapur Pargana and Tehsil and District Meerut for a total sale consideration of Rs. _____/- (Rupees _____ Only) more clearly marked in Plan annexed herewith as Annexure-I (hereinafter referred as "said Flat" or Flat).

AND WHEREAS the "Vendee(s)" has/have inspected the said flat and is /are fully satisfied with the location, specification, development, construction quality etc. of the said flat. The "Vendee(s)" has/have also inspected the Land ownership record and other related documents and is/are fully satisfied with it. It is agreed and understood by the "Vendee(s)" that the liability of the Landowners shall be limited only to the extent of any defect in the aforesaid land title. The Landowners (Being Party of the First Part) and Vendors are bound by terms of Development Agreement and shall have no legal liabilities whatsoever arising from the acts including but not limited to omission, commission, negligence, and defaults of other party or by any other third party. Each party agrees to indemnify and hold harmless each other for their respective responsibilities. The "Vendee(s)" hereby acknowledges that the "Vendor" has readily provided all information, clarifications as required by "Vendee(s)" and that he/she/they, has/have not relied upon and is/are not influenced by any architect plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the "Vendor", its selling agents/brokers or any other person on its behalf or otherwise including but not limited to any representations relating to descriptions of physical conditions of the said Land /Property or the flat size or dimensions of the flat or any physical characteristics thereof, the service to be provided to the "Vendee(s)" or any other data except as per specifically represented in this Conveyance Deed and that the "Vendee(s)" has/have relied solely on his/her/their own independent judgment/investigations in deciding to purchase the said flat.

AND WHEREAS the "Vendee(s)" confirms that he/she/they has also gone through the information(s) provided by the "Vendor" on the Portal of UP RERA and has/have fully satisfied himself/herself/themselves with the same. The "Vendee(s)" also confirm that he/she/they is/are purchasing the said flat with full knowledge of all Rules, Regulations, Notifications etc. applicable to the said area in general and the said Project in particular and the terms and conditions contained in this Deed and that he/she/they has/have clearly understood his/her/their rights/duties, obligations under each and every clause of this Conveyance Deed.

NOW THIS INDENTURE WITNESS AS UNDER:

1. In consideration of Rs. _____ only paid by the "Vendee(s)" to the "Vendor" before the execution of these present (the receipt whereof the "Vendor" hereby admits and acknowledges) the "Vendor" and the "Landowners" hereby grant, transfers, conveys the right, title and interest of the said flat, land underneath and

Landowners

For INPROSPER INFRASTRUCTURE LLP

Vendor

Vendee(s)

Authorised Signatory

the indivisible share in the land underneath and also in the common areas of the Project in favour of the "Vendee(s)".

2. That the "Vendee(s)" gets exclusive possession of the Carpet Area of the said flat. The "Vendee(s)" shall also have undivided proportionate share in the common areas and facilities within the building and the Project shall use such common areas and facilities harmoniously with other occupants of the building without causing any inconvenience or hindrance to any of them. The "Vendee(s)" shall also be entitled to use the general common areas and facilities within the project earmarked for common use of all the occupants of the Project. Further the use of such common areas and facilities within the building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
3. That except the area of the said flat conveyed to the "Vendee(s)", the "Vendee(s)" shall have no right, interest, or title in the remaining part of the said Project such as Parking, Park etc. except the right of ingress and egress in the common approach roads. The right of usage of facilities in the said project is subject to observance by the "Vendee(s)" of covenants herein and up to date payments of all dues and the "Vendee(s)" abiding by all the terms and conditions for uses of common areas may be stipulated by the "Vendor" or the Facility Maintenance Agency (FM) in this regard.
4. That the maintenance of the Said Flat including all walls and partitions, sewers, drains, pipes, and terrace areas shall be the exclusive responsibility of the "Vendee(s)" from the date of the possession. Further, the "Vendee(s)" will neither himself do not permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit(s) etc. or violates the rules or byelaws of the Local Authorities or the Apartment Owners Association (AOA) / Residents Welfare Association (RWA).
5. That the "Vendee(s)" of the said flat in the project will have certain built-in facilities, rights and interests as listed below:
 - A) Right to use of all common areas such as Roads, Link, Passage, Staircases, Gardens and Lawns etc.
 - B) Right to enjoyment of facilities in the said project for the common use of all occupiers of the said Project.
6. That the "Vendee(s)" has settled all his/her/their claims whatsoever with the "Vendor" before executing the Sale Deed. No claim under any head whatsoever is now payable by the "Vendor" to "Vendee(s)" undertake not to claim any amount under any head from the "Vendor" in future.
7. That the "Vendee(s)" upon taking possession of the said flat, shall have no claim against the "Vendor" and he/she/they shall be entitled to occupy the said flat without any interference but subject to the terms and conditions, stipulations and restrictions contained in Booking Form, Agreement or Allotment Letter executed between "Vendor" and "Vendee(s)" or this Conveyance Deed.

Landowners

Vendor

Vendee(s)

For INPROSPER INFRASTRUCTURE LLP

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8. That the "Vendee(s)" may undertake construction on his/her/their flat only if so permissible under law, under written intimation to the "Vendor". The "Vendee(s)" shall not be allowed for construction which is not in conformity with the building plans duly approved by Government or Local Development Authority. "Vendee(s)" shall not be allowed to make Changes in the said Flat, which may cause damage to common walls or to the structure (columns, beams, slabs etc.). In case damage is caused to an adjacent flat or common area, the "Vendee(s)" will get the same repaired at his/her/their own cost. "Vendee(s)" shall not be allowed making encroachment on the common spaces, stairs etc. around the said flat or anywhere in the Project.
9. That any common wall built on adjoining flat shall be jointly owned and used equally for support whether vertical or lateral, by the respective "Vendee(s)".
10. It is agreed and understood by the "Vendee(s)" that the parking shall be common for all the flat owners, the parking of vehicles shall be done by all the flat owners only in the designated common area of the Project. No parking outside the said designated area shall be allowed.
11. The "Vendee(s)" will use the said flat only as permitted in Zoning Plan/Building Plans approved by Development Authority and/or other Authority(ies), etc.
12. The "Vendee(s)" agrees to abide by all the terms and conditions imposed now or in future by any Government or Local Authority in respect of the said flat in particular and the Project in general.
13. That the flat shall be used for residential purposes only. The "Vendee(s)" will not do or suffer to be done in flat or any part thereof, any act or thing which may be illegal or cause nuisance, damage, annoyance or inconvenience to the "Vendee(s)" or owners, occupiers of adjoining flat/area. The "Vendee(s)" alone shall be responsible for consequences of any misuse of the flat.
14. That any levy or charges levied by the Government or Semi Government Authority shall be borne by the "Vendee(s)" in proportion to their flat area, as applicable, and be paid, as and when, levied and demanded. The "Vendor" may also levy proportionate additional charges in case the State or any other statutory body levies and charges in respect of the said flat in question and the "Vendee(s)" hereby agree to pay the same as and when demanded. Further, the "Vendee(s)" shall pay all government charges, rates, tax, dues or taxes of all and any kind by whatever name called, whether levied now or in future, as the case may be, effective from the date of booking on pro-rata basis with respect to the said flat. In the event of any increase in such charges whether prospective or retrospective whether before or after the conveyance deed has been executed, these charges shall be treated, as unpaid sale price of the said flat and the "Vendor" shall be entitled to recover the same from the "Vendee(s)".
15. That any charges presently payable for laying and providing external development in and outside periphery such as Water, Sewer, Storm Water drains, Roads, Electricity, Horticulture etc. have been paid by the "Vendee(s)" to the "Vendor". The Local Development Authority has determined the amount of External Development Charges on gross area basis of the said Project which when pro-rated to the plotted area will be charged accordingly and recovered separately from the "Vendee(s)", any future increase in External Development Charges or any other Government levy or charges levied or demanded hereafter by the Local Development Authority or any other Government agency per gross Acre or otherwise shall be borne by the

Landowners

Vendor

Vendee(s)

For INPROSPER INFRASTRUCTURE LLP

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"Vendee(s)" on Pro-rata basis, as may be applicable, and shall be binding on the "Vendee(s)". Such pro-rata share of the "Vendee(s)", if any, shall be paid by the "Vendee(s)" to the "Vendor" in the manner demanded.

16. The "Vendor" has agreed to organize Operation, upkeep and maintenance of various services and facilities in the Complex for the initial period of two years, through its nominated Maintenance Agency (Facilities Management Agency / FM Agency) vide Complex Maintenance & Management Agreement executed between the "Vendor", "Vendee(s)" & nominated Maintenance Agency.

The "Vendee(s)" has undertaken to deposit with the "Vendor" an Interest Free Security for Facilities Management (IFSFM) deposit and Two Years Advance Maintenance Charges (AMC) towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges etc. as per the terms of the said Complex Maintenance & Management Agreement. The "Vendor" shall organise the operations and maintenance of services and facilities through its nominated maintenance agency who shall be entitled to disconnect the said services and facilities including the water supply in the event of default or delay / default in payment of said maintenance charges by the "Vendee(s)".

The "Vendor" / FM Agency shall handover the Project Maintenance and Management to the Apartment Owners Association (AOA) / Residents Welfare Association (RWA), when formed or after expiry of initial period of two years, whichever is later as the case may be. The "Vendee(s)" promises, agrees and undertakes to become the member of such Apartment Owners Association (AOA) / Residents Welfare Association (RWA) and to pay membership fee on its constitution / formation as per its byelaws.

17. The "Vendee(s)" shall enter into the separate agreement with the Maintenance Agency appointed by the "Vendor" for availing the maintenance services like Sanitation, Street light, Security, Water supply etc. for the said flat, which is presently functional at the said project, with the prior written permission from the "Vendor" and also, the "Vendee(s)" agree to make the payment of the charges to the Facility Maintenance Agency (FM) without any default in accordance with the Maintenance Agreement.
18. That the "Vendee(s)" shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project rules framed by the "Vendor" and / or the nominated facility maintenance agency (Facilities Management Agency / FM Agency) and/or by the AOA/RWA and all laws, bye-laws, rules and regulations stipulated by Meerut Development Authority and/or the Municipal, Local and any other Government or Statutory bodies and shall be responsible for and shall keep the "Vendor" and owners/ occupiers of other apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

That the "Vendee(s)" is not permitted to use the Lawns, Parks and other common areas for organising personal functions such as Marriages, Birthday Parties etc. If any common space is provided in any Building for organizing meetings and small functions, the same may be used by the "Vendee(s)" on payment of such charges as may be fixed by the "Vendor" or the Facility Maintenance Agency (FM) or AOA/RWA from time to time.

Landowners

Vendor

Vendee(s)

For INPROSPER INFRASTRUCTURE LLP


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19. It is made clear that the Project Maintenance & Management of the said Project shall be organized by FM Agency through various outside/ outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the "Vendor" and / or FM Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and shortcomings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not satisfactory.
20. The "Vendor" and the FM Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated / expected services. The "Vendor" and / or FM Agency shall not be liable for any default / deficiency in Complex Maintenance & Management of the said Complex by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The "Vendor" and FM Agency shall also not be liable for any loss, damage or physical injury which may be caused to the "Vendee(s)" or his family members, domestic staff, guests or any other persons / visitors on account of any human error or fault on the part of the employees of FM Agency or the employees of the any of the outsourced agencies providing services to the Said Township or by reason of any circumstances beyond their control.
21. That the "Vendor", its Employees, Agents, Representatives and the Personnel of Maintenance Agency, as and when constituted, shall have the right to access and ingress to the said flat and /or any building constructed thereon, at all relevant and reasonable time for the purpose of inspection, maintenance and necessary repairs and they shall have the rights of use, upkeep and maintenance of sewerage, electricity poles and wires, water channels in the entire locality of New Saket Phase-2, even if they run through/across the said flat belonging to the "Vendee(s)" at all times.
22. That the "Vendee(s)", in case, rent/leases/licenses the "the said Flat" will have to obtain a "Police Verification Certificate" from the respective Police Station before handing over the possession to the respective person/s. The "Police Verification Certificate" Shall be obtained/issued in favour of the person who is/are taking "the said flat", on rent/lease/license, and the copy of the "Police Verification Certificate" shall be submitted at the "Vendor's" / maintenance /AOA/ RWA office. The "Vendee(s)" shall be held responsible for all the acts of the person/s that is/are taking the property on rent/lease/license, which violated the harmony of the other fellow residents, residing inside the scheme, failing which, the "Vendee(s)" shall be sole liable for all consequences arising there from.
23. That the "Vendee(s)" may transfer by sale, gift, exchange or otherwise in any manner, "the said Flat" after obtaining a "No Objection Certificate" (NOC) from the "Vendor's", as regards, clearance/payments of outstanding maintenance charges or any other kind of dues payable by the "Vendee(s)" to the "Vendor" /AOA/RWA or the Facility Maintenance Agency of the said project. In case, where the "Vendee(s)" transfers the said Flat by sale, gift, exchange or otherwise or in any manner, without obtaining a "No Objection Certificate" (NOC) from the "Vendor"/Facility Maintenance Agency/AOA/RWA, the "Vendor"/Facility Maintenance Agency/AOA/RWA may initiate legal proceedings against the "Vendee(s)" for noncompliance of the said clause.
24. That "Vendor" has represented and assured that the said flat is free of all charges, liens, taxes, and encumbrances and also that all the levies till date of signing of this

Landowners

Vendor

Vendee(s)

For INPROSPER INFRASTRUCTURE LLP


Authorised Signatory

deed have been paid. However, in the event of any taxes, levies are noticed or demanded in future, then it has been decided that "Vendor" will pay taxes, charges, and levies etc. in respect of the said flat till the date of booking by "Vendee(s)" and thereafter all such charges shall be borne by the "Vendee(s)".

25. That the "Vendee(s)" hereby indemnifies and agrees to keep the "Vendor" indemnified and harmless against any loss, damage of claim of any nature, whatsoever, which the "Vendor" may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by "Vendee(s)" in respect of the said flat from the date of the booking of the flat or any other losses/damages caused due to the acts of the "Vendee(s)" for encroachment into the common area of the said project or the land/premises outside the said flat. "Vendor" also agrees to keep "Vendee(s)" indemnified and harmless against any loss, damages, demand or claims of any nature, whatsoever, which "Vendee(s)" may suffer on account of any default or non-observance of any covenant /term or an account of the title of the "Vendor".
26. That all expenses towards Stamp Duty, Registration Charges, Legal Charges, GST, Cess etc. and all other incidental Charges required for execution and registration of this sale deed is borne solely by the "Vendee(s)".
27. That the parties hereinabove have entered into this Conveyance Deed/Sale Deed with their free will and consent without any kind of fear, fraud, coercion, undue advantage, misrepresentation from any corner.

For INPROSPER INFRASTRUCTURE LL


Authorised Signatory

Landowners

Vendor

Vendee(s)

SCHEDULE -A

DETAILS OF PAYMENT: -

For INPROSPER INFRASTRUCTURE LLP


Authorised Signatory

Landowners

Vendor

Vendee(s)

SCHEDULE -B

A residential Flat No. ----- on ----- Floor area ----- Sq. Mtrs. Situated at "New Saket Phase-2", revenue village Abdullapur Pargana and Tehsil and District Meerut, Uttar Pradesh.

Measured and Bounded as Follows: -

EAST : -----,

WEST : -----,

NORTH : -----,

SOUTH : -----,

PHOTOGRAPH OF PROPERTY

OTHER DETAILS FOR PURPOSE OF THE STAMP DUTY: -

- (2) That the Flat is residential and has been conveyed through this Sale Deed for the residential purpose only.
- (3) That the Land circle rate fixed by Collector Meerut, according to rate list as mentioned at serial No. _____ is Rs. _____ Per Sq. Mtrs.
- (4) That the Carpet area of the sold Flat is ----- Sq. Mtrs. which is First Class construction and rate fixed by the Collector, Meerut for first Class construction is Rs. _____ Per Sq. Mtrs.
- (5) That the Flat is situated within the Municipal Limits of Meerut.

For INPROSPER INFRASTRUCTURE LLP


Authorised Signatory

Landowners

Vendor

Vendee(s)

Annexure -1

LAYOUT PLAN OF FLAT TO BE PASTED

(As per Carpet Area)

For INPROSPER INFRASTRUCTURE LLP


Authorised Signatory

Landowners

Vendor

Vendee(s)

IN WITNESS WHEREOF the parties hereinabove have hereunto set and subscribed their respective hands on the day and year hereinabove mentioned.

1. (Landowners)

Shri Anil Kumar Bansal and Smt. Anita Rani Bansal both through their Power of Attorney Shri Sameer Bansal

2. (Vendor)

Inprosper Infrastructure LLP _____

3. (Vendee(s))

WITNESSES:

1.

2.

For INPROSPER INFRASTRUCTURE LLP


Authorised Signatory

Landowners

Vendor

Vendee(s)

Application form for Registration

SOLE/ FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D.....

Guardian's Name (in case of minor)

.....

Residential Status: Resident / Non-Resident.....

PAN.....

Aadhaar No.:

Occupation:

Address:

.....

Phone/Mobile.....

E-Mail.....

Please Sign
across the
Photograph

Please Sign
across the
Photograph

CO - APPLICANT

Mr./Mrs./Ms.....

S/W/D.....

Guardian's Name (in case of minor)

.....

Residential Status: Resident / Non-Resident.....

PAN.....

Aadhaar No.:

Occupation:

Address:

.....

Phone/Mobile.....

E-Mail.....

A. BIRTHDAY

i

ii.....

B. ANNIVERSARY

i

ii.....

For INPROSPER INFRASTRUCTURE LLP


Authorised Signatory

IN CASE THE COMPANY IS AN APPLICANT

M/s _____

Through Mr./Mrs./Ms. designation _____

Authorized vide document no. _____ dated _____

CIN _____

PAN _____

Aadhaar No. of the Authorised Signatory:

PAN of the Authorised Signatory:

Address (Registered Office): _____

Address (Corporate Office): _____

Phone/Mobile

E-Mail

Please Sign
across the
Photograph

To,

INPROSPER INFRASTRUCTURE LLP

(Hereinafter referred to as the "Developer")

Registered Office: - 109, Kila Road, Village Abdullapur, Meerut, Uttar Pradesh, PIN – 250001

WHEREAS the project named as New Saket is being developed by Inprosper Infrastructure LLP, the "Developer" of the said project, on Freehold Land situated at Khasra Nos. – 419, 420, 421, 422, 423, 424 and 425K, 426 and 426/1, Village Abdullapur Pargana Meerut, Tehsil Meerut Sadar, District Meerut, Uttar Pradesh, PIN-250001 admeasuring 35,924 Sq. Mtrs. Approx. (equivalent to 44,006 Sq. Yards).

WHEREAS the said land has been purchased, through various registered Sale Deeds by Shri Anil Kumar Bansal, S/o. Shri Surendra Bansal and Smt. Anita Rani Bansal W/o Shri Anil Kumar Bansal, the "Landowner Promoters" of the said project and the absolute owners of the aforesaid Land parcel.

WHEREAS the "Developer" in pursuance to the Development Agreement executed between the Landowners of the said Land and the "Developer", has planned/developing the said project, in terms of the approved Layout Plans comprising Apartments / Units.

WHEREAS the said project has been planned for affordable housing under the Samajwadi Awas Yojna and is being developed in a phased manner. The 1st Phase of the Project has been developed on Land area admeasuring 12,035 Sq. Mtrs. and has been registered with Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UP RERA) as "New Saket" with registration number – UPRERAPRJ2459.

For INPROSPER INFRASTRUCTURE LLP

Page 2 of 8

Signature of Intending Allottee(s)

Authorised Signatory

WHEREAS the 2nd Phase of the Project is being developed on Land area admeasuring 23,889 Sq. Mtrs. as **"New Saket Phase-2"**.

WHEREAS the Project comprises Residential Apartments / Units with various facilities.

WHEREAS the said **"Developer"** has been authorised by **"Landowner Promoters"** to develop and market the said Project.

WHEREAS the **"Landowner Promoters"** and **"Developer"** are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the said land on which project is to be constructed have been completed.

Dear Sir/Madam,

I/we request that I/we may be registered for allotment of Apartment / Unit (hereinafter referred to as the "Apartment / Unit") in **"New Saket Phase-2"** proposed to be developed by **Inprosper Infrastructure LLP** (hereinafter referred to as the **"Developer"**).

I/We agree to sign and execute, as and when required, the **"AGREEMENT FOR SALE"** containing the terms and conditions of Allotment of the Apartment / Unit and other related documents as prescribed, on the format provided by the **"Developer"**.

I/We also agree to abide by the General **Terms and Conditions** of registration for allotment of an Apartment / Unit in **"New Saket Phase-2"** as given herein below, which I/We have read and completely understood.

I/We remit a sum of Rs. (Rupees.....)
by the Bank Draft/Cheque/NEFT/RTGS/IMPS/Funds Transfer no. Dated.....
Drawn on Bank payable at (All drafts and cheques to be made
in favour of _____) as registration amount for the allotment of the
Apartment / Unit.

I/We understand and agree that this application submitted by me / us for the registration for allotment shall not mean that I/We am/are entitled for the allotment of the Apartment / Unit in the said project. The allotment of Apartment / Unit is solely at the discretion of the **"Developer"** and the **"Developer"** has the right to reject any application for allotment without assigning any reason. In the event the **"Developer"** decides to reject any application for allotment of Apartment / Unit, the **"Developer"** shall not be obliged to give any reason for such rejection and any such decision of the **"Developer"** rejecting any application for allotment of Apartment / Unit shall be final and binding on the intending Allottee(s).

I/We understand that the expression **"Allotment"** wherever used in the general terms and conditions for registration of allotment, as, mentioned herein, shall always means provisional allotment of the Apartment / Unit and the allotment shall remain provisional till such time as the **"Agreement for Sale"** is unconditionally executed by me / us and returned to the **"Developer"**.

For INPROSPER INFRASTRUCTURE LLP

Page 3 of 8

Signature of Intending Allottee(s)


Authorised Signatory

I/We have agreed to pay as per the Payment Plan for the Apartment / Unit.

a) **Details of Apartment / Unit to be purchased.**

Apartment / Unit No. Floor Block No.
Type Carpet Area..... Total Area (10.764 Sq. Ft= 1 Sq. Mtr.)

Total Unit Sale Price:

Carpet Area: - Means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Total Area: - The area after loading of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Apartment/Unit.

b) **Payment Plan option:** Down Payment Construction Linked Plan Flexi
..... Super Flexi

I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree affirm and undertake to abide by the terms and conditions of the application as mentioned herein and further declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

(I).....
Sole/First applicant

(II).....
Co- Applicant

Place: -

Date: -

Note:

- (1) In case, the cheque comprising the registration amount is dishonoured due to any reason, the "Developer" reserves the right to cancel the registration without giving any notice to the applicant(s).
- (2) All amounts received from the intending Allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.

For Office Use Only

1. Application received by.....

2. Application accepted/rejected.....

3. Registration money received vide R. No..... Dated..... Rs...../-

For INPROSPER INFRASTRUCTURE LLP

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Signature of Intending Allottee(s)


Authorized Signatory

TERMS AND CONDITIONS FOR ALLOTMENT

1. That the intending Allottee(s) has / have applied for registration of allotment of an Apartment / Unit in **"New Saket Phase-2"** situated at Village Abdullapur, Meerut, Uttar Pradesh. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents, agreements, arrangements entered into by the **"Landowner Promoters" & "Developer"** pertaining to the aforesaid project and has/have fully satisfied themselves about the title & rights of the **"Landowner Promoters" & "Developer"** in respect of the said project.
2. That the intending Allottee(s) shall pay to the **"Developer"** the entire consideration of the Apartment / Unit, as per the Payment Plan opted by the intending Allottee(s).

Important: - It is to be noted that the Company has not authorized any broker/property agent/sales agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales organizer is not authorized to collect cash from the intending Allottee(s). If the intending Allottee(s) accept any credit notes or any cash back schemes from the broker/property agent/sales agent/sales organizer or gives cash to any broker/property agent/sales agent/sales organizer, the **"Developer"** is not liable for the same and intending allottee(s) shall do so at his/her own risk and cost.

3. That the intending Allottees shall pay the total unit sale price of the Apartment / Unit on the basis of **"Carpet Area"**. The term 'Carpet Area' shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit and **"Common Areas"** and facilities shall mean all such parts/areas in the entire said complex which the Allottee shall use by sharing with other occupants of the complex including common corridors and passages, services areas including but not limited to, machine/pumping set room, security/fire control rooms, maintenance offices/ stores, guards cabin, generator area etc., if provided.
4. That all taxes and statutory levies/compensation presently payable in relation to land comprised in the said project, have been included in the price of the Apartment / Unit. However, in the event of any further increase and/or any fresh tax, GST, charge, cess, duty, or levy imposed by the Government, Authority(ies) or Court Order, in future the same shall be payable by the intending Allottee(s) on a pro-rata basis.
5. The intending Allottee(s) has seen, understood and accepted the plans, designs, specification which are tentative and agrees that **"Developer"** may affect such variations, additions, alterations, deletions, and modifications therein as it may deem appropriate and fit or as may be done by the Architect or the Competent Authority (ies).

For INPROSPER INFRASTRUCTURE LLP


Authorized Signatory

6. In case there are joint intending Allottee(s) all communication shall be sent by the **"Developer"** to the intending Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to be sent to the other named intending Allottee(s). The intending Allottee(s) has agreed to this condition of the **"Developer"**.
7. The intending Allottee(s) shall get his/her complete address registered with **"Developer"** at the time of booking and it shall be his/her responsibility to inform the **"Developer"** by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference for the Apartment/Unit booked must be mentioned clearly.
8. The punctual payment of instalment is the essence of the contract. It shall be incumbent on the intending Allottee(s) to comply with the terms of the payment and other terms and conditions of registration, failing which the **"Developer"** reserve the right to cancel the above said booking after deducting the booking amount i.e., 10% of the total cost of the unit and the balance amount (if any) will be refunded without interest. However, in exceptional and genuine circumstances the **"Developer"** may at its sole discretion condone the delay in payment by charging interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India + 1% P.A. and restore the registration in case such Apartment/Unit is not allotted to someone else.
9. That in case the **"Developer"** is not in a position to allot the Apartment / Unit applied for, the **"Developer"** shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Allottee(s) without any interest. However, the **"Developer"** shall not be liable for any other damages/compensation on this account.
10. (i) The intending Allottee(s) shall not be entitled to get the names of his/her /their family member /nominees substituted in his/her place. The **"Developer"** may, however, in its sole discretion, may permit such substitution, in the name of the intending Allottee(s) as registered /recorded with the **"Developer"**, on such terms and conditions including payment of such administrative / documentation charges.

(ii) The request letter for change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said Apartment / Unit was made by the intending Allottee(s), by raising funds/loans against allotted Apartment / Unit as security from bankers or financial institutions.

(iii) The substitution /change of name in place of the intending Allottee(s) will be done as per the applicable law and after submission of required documents as per the policy of the **"Developer"**.
11. Any request for any change in construction of any type in the Apartment / Unit from the intending Allottee(s) will not be entertained /allowed.

12. The intending Allottee(s) is /are aware that Apartments / Units are being allotted to various persons under terms and conditions mentioned in this application. The intending Allottee(s) agrees that he/she /they will use the said Apartment / Unit only for the purpose for which the same has been allotted and shall not use the aforesaid Apartment / Unit for any other purpose which may or likely to cause nuisance to other intending Allottee(s) in the project or to crowd the passages or to use it for any illegal or immoral purpose. The intending Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment / Unit.
13. That the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartments /Units) in the complex, as determined by the **"Developer"** or its nominated Maintenance Agency.
14. The intending Allottee(s) shall have to make the payments in time of all the bills on account of electricity, as consumed by them to the **"Developer"** / its nominated Maintenance Agency or any Authority as the case may be and Maintenance charges or any other charges etc. for providing such services to the **"Developer"** / its nominated Maintenance Agency.
15. It is hereby agreed, understood and declared by and between the parties that the Sale Deed / Conveyance Deed / Registry shall be executed and registered in favour of the intending Allottee(s) after the Apartment / Unit has been fully and finally constructed at the site and Completion Certificate (CC) / Occupancy Certificate (OC) is obtained from the Competent Authority (MDA) and after receipt of the total sale consideration and other charges agreed herein between the **"Developer"** and the intending Allottee(s). Other connected expenses i.e., cost of stamp duty for registration of Sale Deed / Conveyance Deed / Registry, registration charges/fee, miscellaneous expenses and advocate legal fee/charges shall be borne and paid by the intending Allottee(s). After the registration of the Sale Deed / Conveyance Deed / Registry in favor of the Allottee(s), the possession of the unit shall be handed over to the Allottee(s) by the **"Developer"**.
16. The intending Allottee(s) shall permit the **"Developer"** or their representatives when so required to enter his/her/their Apartment / Unit for the purpose of performing installations, alterations, or repairs of mechanical or electrical services, and that such entry will be at the time convenient to the **"Developer"**/intending Allottee(s). In case of an emergency, such a right of entry shall be immediate.
17. It is hereby agreed, understood and declared by and between the parties that the **"Landowner Promoters"/ "Developer"** may take construction finance/demand loan / Term Loan / Unsecured Loan for the construction of any Block/tower/building in the said project or part thereof from the Banks/Financial institutions after mortgaging the land/Apartments /Units of the said project however, the Sale Deed / Conveyance Deed in respect of the said Apartment / Unit in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
18. The intending Allottee(s) agree(s) and undertakes that before or after taking possession of the Apartment / Unit or at any time hereafter, he/she/they shall have no right to object to the **"Developer"** constructing or continuing with the construction of the other buildings adjoining to or otherwise in the Project.

19. The intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration for the same to the "**Developer**".
20. Further, if there is any change in the present structure in Taxes, levies, cess, fees, or any other charges etc. as assessed unpaid and attributable to the "**Landowner Promoters**" / "**Developer**" as consequence of Government/Meerut Development Authority (MDA) / Statutory or other Local Authority(ies) order or the Order of the Court, the intending Allottee(s), shall pay the same in their proportionate share.
21. Until a Sale Deed / Conveyance Deed is executed and registered, the "**Landowner Promoters**" / "**Developer**" shall continue to be the owner of said Apartment / Unit and also the construction thereon and the allotment of the Apartment / Unit shall not give to the intending Allottee(s) any rights or title or interests therein even though all payments have been received by the "**Developer**". The "**Landowner Promoters**" / "**Developer**" / financial institution / Bank shall have the first lien and charge on the said Apartment / Unit (including on any income/ rent there from) for all its dues and other sums as are and / or that may hereafter become due and payable.
22. That all disputes or disagreements arising out of in connection with or in relation to this registration shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the Sole Arbitrator, a person to be appointed by the "**Developer**", The Intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the Arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held at Meerut, Uttar Pradesh, India. The Arbitration and Conciliation Act, 1996 or any statutory amendment / modification for the time being in force shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinate to it at District Meerut, Uttar Pradesh shall have jurisdiction in all matters arising out or touching and/ or concerning said Apartment / Unit.
23. Terms and conditions of Agreement for Sale will supersede this Application for Registration, in case of any contradiction between these terms and conditions.

I/we have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same. I/we also understand that this is only an Application for Registration submitted by me/us for the allotment of the unit and the terms and conditions given herein are indicative. The detailed terms and conditions shall be given in the Agreement for Sale after the allotment is confirmed by the "**Developer**". The Allotment, subject to the availability of Apartment/Unit, shall be treated as confirmed only after the signing of the Agreement for Sale by the intending Allottee(s) and the "**Developer**". It is also agreed and understood that the "**Landowner Promoters**" shall also endorse the confirmation of the Allotment by signing the said Agreement for Sale as confirming party.

Allotment Letter

To,

Dated -

Reg.: Allotment of Apartment / Unit No. _____ in our project **"New Saket Phase-2"** situated at Village Abdullapur, Meerut, Uttar Pradesh, PIN-250001.

Ref.: Your application dated - _____ for the registration, regarding the allotment of above Apartment/Unit.

Dear Sir / Madam,

We thank you for registering yourself for the allotment of an Apartment / Unit in our project **"New Saket Phase-2"**, vide your application dated - _____.

We are pleased to inform you that you have been allotted the Apartment/Unit no. _____, Block No. _____, Floor No. _____ having Carpet Area of _____ Sq. Mtrs. (_____ Sq. Ft.), Total Area _____ Sq. Mtrs. (_____ Sq. Ft.) in the Project **"New Saket Phase-2"**.

The above project is being developed by Inprosper Infrastructure LLP ("Developer"), and the said Project is registered with Uttar Pradesh Real Estate Regulatory, Lucknow (UP RERA) under registration no. _____.

Kindly note that, the above said Apartment/Unit has been allotted in your favor by the "Developer" at a total basic price of Rs. _____ (Plus, Taxes as applicable). After this allotment you are required to pay 10% of the total basic price of the allotted Apartment/Unit i.e., Rs. _____. However, the registration money of Rs. _____ deposited by you vide Cheque / Draft / NEFT / RTGS / IMPS / Funds Transfer no. _____ dated _____ acknowledged by the "Developer" vide receipt no. _____ dated _____ along with your registration form has now been accounted under the Advance / Booking amount towards the above said allotted Apartment/Unit. After the said adjustment of registration money, you are required to pay balance of Rs. _____ to complete the Advance / Booking amount of 10% as stated herein above.

The said amount is to be paid by you the Allottee(s) within 30 days from the issue of this letter, failing which the said Allotment shall automatically be treated as cancelled without any further reference to you and you shall have no claim of any kind whatsoever towards the said Unit / Allotment, however In case of such cancellation the amount paid by you at the time of registration for allotment shall be forfeited.

It is to be noted that, only after the receipt of the said Advance / Booking amount You shall be required to sign and execute an **"Agreement for Sale"** for the said allotted Apartment/Unit, thereby agreeing to abide by the terms and conditions contained in the said **"Agreement for Sale"**.

It is also to be noted that, forwarding the **"Agreement for Sale"** to you, the Allottee(s) by the "Developer" shall not create a binding obligation on part of the "Developer" or the Allottee(s) until firstly Allottee(s) signs and delivers this agreement with all schedules along with the payments due as stipulated in the payment plan therein within 30 (Thirty) days from the receipt of the same by you the Allottee(s) and secondly the Allottee(s) appears for the registration of the same before the Sub – Registrar for the execution of said **"Agreement for Sale"** thereafter, the said **"Agreement for Sale"** shall become final and binding up on the Allottee(s) and the "Developer". If the Allottee(s) fails to execute and deliver the said **"Agreement for Sale"** within 30 days from the date of its receipt by the Allottee(s) and / or fails to appear before the Sub-Registrar for the registration of the same, the **"Allotment Letter"** so issued shall be treated as cancelled.

The execution and registration expenses of **Agreement for Sale** shall have to be borne by you, the Allottee(s) as per the prevailing norms.

It is hereby clarified that, any delay in the registration of the above **"Agreement for Sale"** shall be at your risk and responsibility and in no case the subsequent payments as per the payment plan shall be delayed by you the Allottee(s). Delay if any, shall attract the interest chargeable on the delay payment.

Two copies (in original) of this **"Allotment Letter"** are being sent to you. You are requested to kindly sign all pages of the **"Allotment Letter"** as a token of acceptance of this document and return one copy of the same to us within 10 days of receipt of same, for further processing and record. In case we do not receive the duly signed Allotment Letter within the said 10 days, then it shall be deemed that you are not interested in the Allotment of the said Apartment/Unit, therefore the allotment of this Apartment/Unit in your favour shall be cancelled and the registration amount deposited by you towards the registration of the Apartment/Unit shall be forfeited. After this cancellation you shall have no right whatsoever on the said allotment/Unit.

Thanking you

For Inprosper Infrastructure LLP
FOR INPROSPER INFRASTRUCTURE LLP

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