GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

OFFICE OF THE REGISTRAR

Registrar, Kanpur

[illegible] Kalyanpur, Kheda Line, Kanpur, Uttar Pradesh 208032, India

Dated: December 7, 2017

NOTE : THIS LETTER IS ONLY AN APPROVAL FOR RESERVATION OF NAME FOR A PROPOSED LLP. THE APPLICANT CANNOT START BUSINESS OR ENTER INTO ANY AGREEMENT, CONTRACT ETC. IN THE NAME OF THE PROPOSED LLP UNTIL AND UNLESS A CERTIFICATE OF INCORPORATION IS ISSUED BY THE REGISTRAR AS PER THE PROVISIONS OF THE LIMITED LIABILITY PARTNERSHIP ACT, 2008 AND THE RULES MADE THEREUNDER.

To,

ANUBHAV VERMA

1, KOL WAN, SANYOG BHIWAL, NEAR BISHOP JOHNSON SCHOOL, ALLAHABAD

Uttar Pradesh 211001, India.

Subject: In Reference to Reservation of Name SHUBHLAH JEWELLERY DISTRIBUTED LLP
Reference: Your application 3[illegible]/05/12/2017 vide SRN [illegible]

Sir/Madam,

With reference to your application, [illegible] above name [illegible] available for registration as the LLP name. Details are as follows:

a. Proposed monetary value of contribution: Rs. 2,150,000.00 (Rupees Two Crore Fifty Thousand Only). [illegible] Amount Indicated Only Only.

The monetary value of contribution in Form 2 should not be less than this value.

b. Area: Uttar Pradesh.

2. This name shall be valid for a period of 3 months from the date of issue of approval.

3. If name is found to be identical or similar to any name before registration of the LLP, it is found that the name cannot be allowed.

4. In case business activities involve banking, insurance, venture capital fund, stock exchange, Chartered Accountant, Company Secretary, Cost Accountant, Advocate, Co. Co. CVM, [illegible] approval from banking financial institution, merchant banking of fund, securitisation and reconstruction of financial assets and to enclose the applicable approval along with a copy of the application submitted to the regulatory authority along with Form 2.

5. In case business activities involve any of banking, insurance, venture capital fund, stock exchange, [illegible] management, architect, astrology, [illegible], merchant banking, securitisation and reconstruction, chartered accountant, company secretary, cost accountant, name is required to enclose the application submitted with a copy of the approval of the regulatory authority along with Form 2.

Registrar, Kanpur

Note: This correspondence is digitally signed by PRABHAT KUMAR DUBEY, Registrar of Companies and therefore has been digitally signed by the Registrar through a system generated digital signature under rule 36(2)(f) of the Limited Liability Partnership Rules, 2009.

सत्यमेव जयते

एक सौ रुपये

Rs. 100

रु. 100

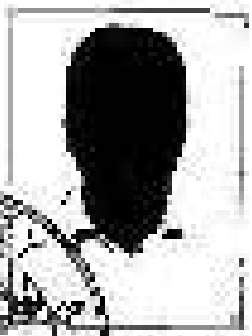
ONE HUNDRED RUPEES

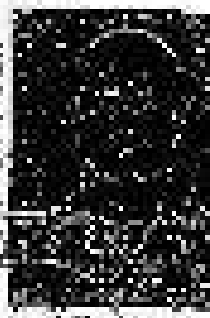
भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

DN 392780





LIMITED LIABILITY PARTNERSHIP AGREEMENT

This deed of partnership with effect from 1st July is made on the 27th Day, 2015

AMONGST

1. [illegible] INFRAVENTURES PRIVATE LIMITED CIN no U70102UP2014PTC066985 incorporated under the Companies Act, 1956/2013 through Authorised Signatory and Managing Director Sh. Nishit Verma [DIN 03495997] S/o of Late Sh. Roop Narayan Verma and having their principal place of business at Address: Sahyog Bhawan, A/1, M.G. Marg, Civil Lines, Allahabad-211001, who are duly authorised, by a resolution passed by the Board of Directors of the company at a meeting duly convened and held on 4/07/2015 to enter into this partnership and execute this agreement and other documents, hereinafter referred to as "PARTNERS NO. 1" which expression shall include its successors, administrators, permitted assignees and [illegible]

[illegible] VALUE HOMES PVT. LTD.

Director

DIRECTOR

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

2. FAIR VALUE HOMES PRIVATE LIMITED Allahabad CIN NO. U74.35UP2010PTC037385 registered under the Companies Act 2013 through Authorised Signatory and Director Shri Anubhav Verma [DIN 06967288] son of Shri Nitish Verma and others having their registered place of business at Address: AMBER 906, 8th Floor Pavilion Plot No. C - 38 Sector 34 Noida Gautam Buddha Nagar 201307, who has been duly authorized by a resolution passed by the Board of Directors of the company in a meeting duly convened and held on 18/7/2016 to accept from this partnership and execute this agreement and other documents, hereinafter referred to as "PARTNER NO. 3" which term shall include its successors, administrators, permitted assignees and transferees in interest.

3. Shri Ashutosh Tiwari Son of Shri Vinay Tiwari resident of Gangali Bhawan, Mauja Kotra, Pargana Jhusi, Tehsil Phulpur, District Allahabad hereinafter referred to as PARTNER No.3, which term shall always mean and include his heirs, successor(s), legal representative(s), assignee(s) and nominee(s), unless expressly excluded.

4. Shri Vinay Tiwari Son of Late Murari Lal Tiwari resident of Gangali Bhawan, Mauja Kotra, Pargana Jhusi, Tehsil Phulpur, District Allahabad hereinafter referred to as PARTNER No.4, which term shall always mean and include his heirs, successor(s), legal representative(s), assignee(s) and nominee(s), unless expressly excluded.

WHEREAS the PARTNERS NO. 1 are in possession of undivided part land at Arazi no. 4024, Mauja Kotra, Pargana Jhusi, Tehsil Phulpur, District Allahabad comprising an area of 8906 Sq. Yards or 7369 Sq. Meters which is being fully described in the schedule of this deed in SCHEDULE-I which is free from all encumbrances [illegible] vide Sale Deed being No 4867 of 2016 registered in Book 1 Volume 5075 pages from 217 to [illegible] Sub Registrar Office at Phulpur, Allahabad.

(Seal)

DIRECTOR

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

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AND WHEREAS the 'PARTNERS NO. 1' being [illegible] of real estate development has through a resolution of its [illegible] proposed to promote by commonly known [illegible] and other utilities and facilities under Group Housing Scheme.

AND WHEREAS the 'PARTNERS NO. 1' is falling short of meeting the required norms for construction [illegible] of multi-storey flats and other utilities and facilities under Group Housing Scheme as the approach road to the said property and the land on the main GT Road owned by 'PARTNER NO. 3'.

AND WHEREAS the 'PARTNER NO. 1' has approached the 'PARTNER NO. 3' who is in ownership of a parcel of land measuring 12 meters x 31.1 meters area 373.15 sq meters arising out of Arazi No. 4324 between the project site and the Old GT Road at Mauja Kalia, Pargana Jhusi, Tehsil Phoolpur, District Allahabad fully described below in SCHEDULE - 2 to provide approach connection and to fulfill the required norms and make such a project successful and enable sanction from Allahabad Development Authority.

AND WHEREAS the 'PARTNER NO. 1' after carefully studying the offer of the 'PARTNER NO. 1' and finding the offer mutually beneficial has agreed to provide to the LLP and to contribute all his rights, interest and title in the said parcel of land measuring 12 meters x 31.1 meters, area 373.15 sq meters arising out of Arazi No. 4324 Mauja Kalia, Pargana Jhusi, Tehsil Phoolpur, District Allahabad fully described below in SCHEDULE - 2 by way of his capital contribution to the LLP which has been duly recorded by passing necessary entries in the books of account of the LLP for its income shown below towards successful fulfillment of the project – the land will be used to construct a 40 feet wide road along with the main project entry gate as to be used by the LLP and all the partners and their successors and their assignees. The intention of this agreement lies in this offer of transferring complete possession and control of the parcel of land [illegible] LLP by the PARTNER NO. 3 and never to [illegible] or separate [illegible] hold-off [illegible] of that 34% of Net

Dealer

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

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INDIA NON JUDICIAL

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Sale Receipt (Net of all applicable municipal charges as mentioned in clause 8(iii) will be paid to 'PARTNER NO 3' as consideration in the course of time over the total period of construction and sale in addition to share of profit/use of the project. All tax liabilities for this consideration will be solely borne by the 'PARTNER NO 3' only.

AND WHEREAS the 'PARTNER NO 4' will work to clear away any unauthorised construction around the project and the said vibrating areas, so as to ensure smooth and easy logistic and access to and from the project site, including liaisoning with governmental authorities, ADA and Nagar Panchayat etc to move from unauthorised construction and also convene and organise all parties and locals to remove any unauthorised construction around the project lands. By virtue of this agreement the PARTNER NO.4 is assuming the responsibility to protect the project from any local elements that may harm or cause any kind of hindrance or damage to the project or nuisance the surrounding areas of the project. In lieu of that 5% of Net Sale Receipt (Net of all applicable municipal charges as mentioned in clause 8(iii) will be paid to 'PARTNER NO 4' as consideration in the course of time over the total period of construction and sale in addition to share of profit/use of the project. All tax liabilities for this consideration will be solely borne by the 'PARTNER NO 4' only.

AND WHEREAS the 'PARTNERS NO. 1 and PARTNER NO 2' have represented and assured the other partners as follows:-

1. The 'PARTNERS NO. 1' and the PARTNER NO 2 have not entered into any agreement including Builders' Agreement or Development agreement for development of the 'said property' with anyone else.
2. Both properties forming the basis of this agreement are free from all encumbrances in any way.

Other [illegible] disclosed by owner regarding [illegible] properties before any court.

FOR M/S [illegible]

DIRECTOR

DIRECTOR

भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH 5 31 970569

4. That except the 'PARTNER NO. 1' or the PARTNER NO. 2 respectively or their successors, nobody else has any right or title, interest, claim or demand whatsoever or howsoever into or over the said property.

5. That there is no notice of acquisition or requisition received or pending in respect of these properties.

AND WHEREAS on the basis of aforesaid representations the first parties have decided to pool funds and form this LLP to develop the aforesaid property and agreed for the construction of a multistorey complex as permitted by the ALLAHABAD DEVELOPMENT AUTHORITY, Allahabad, hereinafter called ADA, by investment and money or funds received thereof on the term and conditions as detailed hereinafter.

AND WHEREAS The 'PARTNER NO. 2' has been authorised and has already obtained development plans, revised plan(s) before Allahabad Development Authority Allahabad, ADA under its own name and signature and has also deposited all the charges towards sanctioning of the map to commence by ADA, which shall be treated as part of the contribution to the LLP.

Green Skyscrapers Private Limited

Director

PARTNER OF HOUSE PVT. LTD.

DIRECTOR

पचास

FIFTY RUPEES

Rs.50

उत्तर प्रदेश UTTAR PRADESH

HL 920970

WHEREAS The 'PARTNER NO. 1' shall obtain sanction of Development Plan and all requisite NOCs for the aforesaid property and all such costs and expenses for sanction of residential cum commercial complex under group housing scheme as may be permitted by the Allahabad Development Authority Allahabad ADA or as per suitable prevailing policy of the statutory authority will be taken to the overall cost of the project borne by the LLP.

AND WHEREAS after long discussion amongst the parties, they have decided to undertake the above project by forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, with Parties herein as partners.

Accordingly the Parties hereto have decided to form a Limited liability partnership on mutual rights and obligations of partners and other terms and conditions as specified hereunder in this Agreement.

Director

Director

TWENTY RUPEES

UTTAR PRADESH

34AB 200234

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Partnership to be incorporated as LLP — The parties shall take steps to get this partnership incorporated as a limited liability partnership under the Limited Liability Partnership Act, 2008 (hereinafter referred to as "the LLP Act"), with the parties hereto as the partners.

1. SRN of Form 1	PARTNERS NO. 1, PARTNERS NO. 2, Partner No. 3 and Partner No. 4, as given in the army of parties
2. Place in which the LLP Agreement is made	Allahabad
3. Date of the Agreement	27th December, 2013
4. Name of LLP	CITIZEN SECRETARIAT INFRACITED LLP
5. Address of Registered Office	SAHYOG BHAWAN, A/1/369 Alang Civil Lines, Dist. Allahabad, State Uttar Pradesh, Pin 211006

Director Identification No. [illegible]

CITIZEN IMPROVERS [illegible]

DIRECTOR

उत्तर प्रदेश UTTAR PRADESH

36AA 200233

5. Business Activity and object of the partnership - To develop a Multi-storey Building as may be permitted by the A.D.A., Allahabad over the aforesaid Plot Site Area 4304 Sharge Karta, Pargana Barsa, Tehsil Phoolpur, District Allahabad a Net Plot Area of 8886 Sq. Yards or 7263 Sq. Meters strictly as per sanctioned plan. The above project is hereinafter referred to as the 'PROJECT'.

7. Designated Partners - For purpose of section 8 read with section 7 of the LLP Act the following persons shall be the designated partners:-

A) Shri Nikhil Verma [DIN 00996052] son of Late R.N. Verma, R/o 1, M.G. Marg, Civil Lines, Allahabad as Director of Citizen Infrastructure Private Limited. PARTNERS NO. 1.

B) Smt Anubhav Verma [DIN 06367284] w/o Shri Nikhil Verma R/o 1 M.G. Marg, Civil Lines, Allahabad, U.P. [illegible] as Director of Fair Value Home Private Limited. PARTNERS NO. 2.

8. Obligation to contribute:

(i) The initial contribution of LLP is Rs 2,13,20,363/- (Rupees Two Crore Eighteen Lac Twenty Thousand Three Hundred sixty only) which shall be contributed by the Partners in the following proportions:

PARTNER NO. 1: 99% i.e. Rs 1,26,6[illegible],199/- (Rupees One Crore Twenty Six Lac Six Thousand one hundred Ninety Eight Only) - contributing all his rights, interest and title in the parcel of land fully described below in SCHEDULE - 1

PARTNER NO. 2: 1% i.e. Rs 1,[illegible]/- (Rupees Twenty Six Lac Eighteen thousand Four hundred forty three Only).

PARTNER NO. 3: 98% i.e. Rs 51,24,000/- (Rupees Fifty Two Lacs, Thirty Six Thousand, Four Hundred Eighty Six Only) - contributing all his rights, interest and title in the parcel of land fully described below in SCHEDULE - 2.

PARTNER NO. 4: 98% i.e. Rs 14,03,833/- (Rupees Nineteen Lac Sixty Three Thousand Eight Hundred Forty Three Only).

Any further contribution, if required by the LLP shall be brought by the Partners in such ratio as may be decided by the Partners from time to time.

Director

DIN

TWENTY RUPEES

UTTAR PRADESH

36AA 230232

(f) The entire expenses related to the development of this Project viz. Site Preparation, sanctioning charges of ADA, Development Charges and other, construction materials, labour charges, Goods etc. will be borne by the 'PARTNERS NO. 1 AND PARTNER NO 2' (or their assignees or nominee by them) up to the ROOF level of the multi-storied building—as per the sanctioned map of ADA (as now and as per possible FAR of 2.5 is equal to 1098.46 sqm. Additional or 11819.41 sq.ft). Thereafter all parties agree to contribute towards sanctioning charges of ADA, charges pertaining to NOC's, Development Charges and costs, as per their share in the revenue sharing of this Project and hence sanctions accordingly.

(g) The funds for construction of building and completion of project and be arranged and borne by the 'PARTNERS NO. 1 AND PARTNER NO 2' above which implies that the 'PARTNERS NO. 1 AND PARTNER NO 2' shall be able to arrange funds from the customers/owners, or from investors and the 'PARTNERS NO. 1 AND PARTNER NO 2' will also be entitled to take loan/financial assistance for the above project from any bank or any financial institution against the proposed backup area of the 'Project' viz. create mortgages, guarantees and fixed deposits and all other lending transactions; and that the 'PARTNERS NO. 1 AND PARTNER NO 2' does shall be entitled to complete all formalities in this regard in the their own signature.

(h) It is hereby agreed by all the PARTNERS that the LLP is allowed to develop a residential complex as has been envisaged in this deed. The role permissible is hereby granted by ALL THE PARTNERS in their personal capacity.

(i) The entire commercial expenses in developing the 'PROJECT' over the land in question, for constructing residential complex (A) entire expenses in cash or kind, including related tax, relevant taxation etc. in completing the aforementioned Project shall be the sole liability and responsibility of the 'PARTNERS NO. 1 AND PARTNER NO 2' alone. The 'PARTNERS NO. 1 AND PARTNER NO 2' will be liable to arrange and bring in such funds to the LLP as may be required from time to time for satisfactory and timely execution of the Project and shall ensure that the construction and other services of the Project are not held up or adversely affected.

Contd...

FOR VALUE HOMES PVT. LTD.

Director

भारतीय

उत्तर प्रदेश UTTAR PRADESH

36AA 200231

8. Profit Sharing

(i) The Profit & Loss (including cost & building) earning of the LLP i.e. 30.[illegible]:

a) PARTNERS NO. 1 – 75%
b) PARTNERS NO. 2 – 25%
c) PARTNER NO. 3 – 1%
e) PARTNER NO. 4 – 1%

(ii) WHEREAS it is agreed that the PARTNERS NO. 1 AND PARTNER NO. 2, shall carry out all the integrated funds received towards the construction of the multi storey residential building with all relevant allied facilities and all the earlier investment in completing the aforementioned project shall be borne by the LLP.

(iii) That over and above the broad contours of the current project plan if Allahabad Development Authority, Allahabad provides more FAR for construction over terrace in that case the partners may be entitled to raise construction as per building plan and at their own costs thereof and the amount to be deposited with Allahabad Development Authority, Allahabad or any other Department shall be borne by the LLP and each of the partners will contribute in these costs as per their share in the profit sharing of the project.

Date: [illegible] PVT. LTD.

DIRECTOR

Director

UTTAR PRADESH

36AA 200233

11. Interest on Credit/Debit Balances in partners' Accounts:-

The partners shall be entitled to interest on the credit balance standing in their accounts at the rate of 6% per annum or such other rate as may be decided by the Partners from time to time, within the permissible limit provided for in section 40(b) of the Income Tax Act. If the right fit, the Partners may relinquish the rate of interest in any year. In the event of any debit balance in the account of any Partner, interest shall be payable by the said Partner to the LLP at the same rate applicable to credit balance.

12. Provisions governing the Project - Concept, Partners' obligations & others:

The primary object for which the Parties hereto have agreed to form this LLP is to construct multi-storey flats under Group Housing Scheme ("Project") on the said property owned by the 'PARTNERS NO. 1'. The following provisions will govern the Project:

The 'PARTNERS NO. 1' as multiple owner of the said property, hereby agree to permit the LLP, its 'PARTNERS No. 2' and their representatives, supervisors, engineers, workers and contractors to have access to the said property and start construction materials, stores, equipment etc. thereon for purposes of construction of the Project. The permission to have access to said property is by way of license only and neither the possession of the said property or any part thereof is intended to be given for any interest or title in the said property or the construction thereon is intended to be transferred directly or indirectly to the LLP or the 'PARTNERS NO. 2' unless and until proper conveyance deeds are executed by the 'PARTNERS NO. 1'. The ownership of the said property and its possession will continue to vest and remain with the 'PARTNERS NO. 1' as the absolute owners thereof so long as the title and possession is not transferred by them by executing proper conveyance deeds.

Chandrakantha Pvt. Ltd.

Director

DIRECTOR

ii. That entire expenses in the development of the Project is the subject matter of this LLP.

iii. That the LLP will open a sales office and put up the project display boards/name and other hoardings and collaterals, and use the address of the project site i.e. its office/premises and do all things necessary to facilitate sale of the proposed project and initiate funds to meet the expenses related to various approvals and construction.

iv. The LLP will also try to get the project approved by suitable authorities/state bodies for some loan funding. All the PARTNERS will assist where necessary by providing any required documents, affidavits, signatures etc. and when and where required to facilitate loan approvals.

v. The PARTNERS NO. 1 AND PARTNER NO. 2 will ensure that the all construction work are as per agreed contours of the Project, specifications and quality standards and as per approved plans and provisions of all applicable laws are duly and timely complied with.

vi. All the PARTNERS shall be responsible to take appropriate safeguards to ensure that no accident, fire or other mishap occurs during construction and no loss of life or property is caused thereby. The LLP may arrange for appropriate insurance for losses and damages/compensation arising on account of such mishaps.

vii. It is clarified that the completion of development/construction shall mean completing the entire residential project and, limited to the extension of completion/occupation certificate and providing the final As built drawings/plans.

उत्तर प्रदेश UTTAR PRADESH 36AA 200228

with the ADA, any delay in issuance / non-issuance / late certificate and/or refusal of certificate from ADA or any relevant authority will be deemed as a force majeure condition, being beyond the control of the LLP or any of its partners.

vii. The 'PARTNER NO. 1' and 'PARTNER NO. 2' will be entitled to review the progress of the construction and the quality of work, using their and/or any authority mechanism being adopted during construction and bring their findings and observations to the knowledge of the 'PARTNERS NO. 1 AND PARTNER NO 2' who will examine the same with utmost seriousness and take appropriate corrective measures.

ix. The 'PARTNERS NO. 1 AND PARTNER NO 2' may, at its sole discretion, appoint any third party/agency as contractor/sub-contractor/labour/facilitator for completing the project construction, or act as exclusive sales agent etc. as per the obligations under this agreement.

x. That in respect of the entire manpower required for construction, payment to labourers, workmen etc. and all other charges and expenses required for construction activity or allied purposes shall be borne and paid by the 'PARTNERS NO. 1 AND PARTNER NO 2'. The 'PARTNER NO. 2' and 'PARTNER NO. 1' shall not be liable for the same under any circumstances. It is further agreed that the 'PARTNERS NO. 1 or the PARTNERS NO 2', shall be the principle employer for all employees and workers, labourers, etc.

Dhamtowing Pvt. Ltd

DIRECTOR

DIRECTOR

PRADESH

3644 200227

x) That the entire consideration shall accordingly vest in the 'PARTNERS NO. 1' and the 'PARTNERS NO. 1' alone shall be entitled to either retain or execute sale deed or lease deed of the same at his own discretion by his own signature without any interference by the 'PARTNERS NO. 2, PARTNER NO. 3 AND PARTNER NO. 4' or their successors or assignees or nominees. However in case when the 'PARTNERS NO. 1' shall execute any such documents in respect of alienation, sale and transfer to third parties - the 'PARTNERS NO. 2, PARTNER NO. 3 AND PARTNER NO. 4' shall confirm the said sale deed executed by 'PARTNERS NO. 1' in favor of third parties and join in the sale deed as Confirming Parties or as may be required under law to complete the conveyance deed.

xi) That the entire expenses for sanctioning of map with LP PAR as ADA and S-NOCs i.e. amount of Development charges, Sub-Division charges, cross subsidization charges for UGVCL and PGVCL are towards sanctioning of map and development plans shall be deposited by the 'PARTNERS NO. 1' on behalf of the LLP and the 'PARTNERS NO. 1' is solely responsible to recover the aforesaid charges from the sale proceeds of the saleable constructed area of the project. On the term and conditions as contained hereinafter.

Confirming Party

Director

UTTAR PRADESH 36AA 200226

xiii. That the entire project shall be completed as far as possible within a period of 36 months and Earlier Twelve months extension, if needed, from the date of permission or revision of plan for construction of multistoried complex by ADA Allahabad.

The Project will be deemed to have been completed as and when all the following activities pertaining to the Project are satisfactorily completed -

- Structural work
- Brick work
- Plastering
- Flooring
- Plumbing, Electricals, Finishes of doors/windows
- Fittings, Transformers, Solar water heating system
- Project Boundary Pavers/ Pavements/ Leveling etc.
- External electrification and Sanitary work
- Installation of Lifts
- Fire fighting systems and equipments
- Final external and internal wall painting
- All works as per approved layout plan of the Project as on date and approved by the First Party Partners under sub-clause (b) of clause 11 above
- All structures and machines as per ADA sanctioned plan
- After completion of ADA's office application for completion certificate is assigned to the Allahabad Development Authority

Contd. Contd. Page 16

DIRECTOR

Smita

TAR PRADESH 3644 200725

xiv. Forever any period, during which the 'PARTNERS NO. 1 or the PARTNER NO 2' shall not be entitled or able to carry out development work or raise construction under reference observations including between Protest to work in order by court, delay or fault by government authority including development authority, delay in receiving of building plan/ maps or issuance of commencement/ completion certificate, scarcity, non-availability of material, dispute with contractor, labour, strikes, or any natural calamity the consent/ sanction, any other circumstances which are beyond control of the 'PARTNERS NO. 1 AND PARTNER NO 2' etc. the same shall not be taken in account in calculating the aforesaid period of 36 months and further twelve months extension provided and termed as force-majeure. It is specifically clarified that the 'PROJECT' completion/ construction date of sanctioning of Map approval/ application of completion/ occupation maps to ADA; any delay after application of completion maps will not constitute delay of the project.

xv. That the open space of the plot after construction of building and the roof top of the Multi-storey building shall be exclusively under control and management of the 'PARTNERS NO. 1. However all the assignees/ allottees/ purchaser of the multi-storey building and flat the same can always be used by all people for more beneficial enjoyment of the entire Multi-storey complex.

Dhankrawalas Pvt. Ltd.

Director

SUNRAISE NOVELPATI

DIRECTOR

EIPD 426128

xvi. That the passages, common area and common amenities of the Multi-storey complex shall always be available for use to all the PARTNERS, their transferees, and assignees as per terms that may be decided by the LLP and the provisions of West Bengal Apartment (promotion of construction, ownership and management) Act 2010 is binding upon all parties, their transferees and assignees.

xvii. That after the multi-storey residential complex has been completed and occupied by the PARTNERS and or their assignees/agents/ representatives/ transferees in whatsoever capacity, the cost of its maintenance (in all respects) will be shared by all or the PARTNERS and/or their assignees/agents/ representatives/ transferees in whatsoever capacity in proportion to the area to each possession including however not in consideration receipts, electricity, horses and water tax etc.

FAIR VALUE HOUSING PVT. LTD.

DIRECTOR

Director

XVII. For the passage, common area and common amenities on the basement floor, stilt floor, first floor, second floor, third floor, and all other floors as per the sanctioned plan shall always be available for use to all the PARTNERS, their successors and assignees of the Multistorey residential complex. No party will form or create any association or modification to the complex small or any act affecting the proper and easy ingress or egress. As per UP Apartment Act 2010.

XXX. Accordingly, the LLP and its partners will be entitled to the sale consideration which may be received whether in advance or at the time of execution of sale deed in respect of the shareholding along with proportionate area of land or any part thereof. The said sale consideration will be accounted for as the revenue of the LLP and any PARTNER, as exemption or conferring portion of the sale deed for area saleable area and land or part thereof, will have no right to claim over the said sale consideration or any part thereof apart from the share in the LLP as for above.

LLP Member with Photo Identity

Witness

WALTERCREST PVT. LTD.

DIRECTOR

भारतीय गैर न्यायिक

दस रुपये

रु.10

TEN RUPEES

Rs.10

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उत्तर प्रदेश UTTAR PRADESH

31AD 426126

xi. The PARTNERS shall be entitled to take such other proceedings necessary for sale of flats etc. to be constructed in the 'Project', as may be considered appropriate by them. For this purpose they will have the authority to release advertisements in various media, appoint brokers and agents, print and distribute inventory, furnish, issue allotment letters and agreements for sale but all such actions will be in the name of the LLP or in the name of the 'PARTNERS NO. 1'. They will also be entitled to collect 'Advance' deposits from prospective buyers towards the booked sale price but all such 'advance' deposits will be collected only by account payee cheques, as much as possible, drawn in favour of the LLP or in the name of 'PARTNERS NO. 1' from time to time forward and all such cheques will be deposited in the bank accounts of the LLP or the 'PARTNERS NO. 1'. The Land is clear of the title of the aforesaid owners which by the LLP will oblige the 'PARTNERS NO. 1', as absolute owners of the said property, to execute any conveyance deed in favour of any buyer, except upon fulfilment of conditions specified in preceding sub-clause.

xii. That if on account of any law or court order, the LLP is prevented from completing the construction of the 'Project' or if the LLP is prevented from delivering possession thereof to the Allottees/Vendees/Customers, on account of any action by any Third Party or outside the control of the LLP or Government Authority, then it is the sole and exclusive discretion of the LLP to challenge the validity,

FAIR VALUE HOMES PVT. LTD.

DIRECTOR

Director

Director

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applicability and/or the efficacy of such Law or order and challenge the action by the Third Party (hereinafter referred as "the said Case").

xiii. That in the event of the LLP being successful in the said Case, the PARTNERS shall be entitled to receive all sum and considerations as per the terms of the contract including payment of installments from collections without any interest, consideration amounts and credit receipts, etc as provided herein and delivery and possession of the balloon units in the project in accordance with the terms herein to the LLP, the PARTNERS and/or their assignees/nominees/ representative/ licensees in what so ever capacity in proportion to the units in their possession.

xiv. That in the event of the LLP is unsuccessful in the Said Case, and the impugned Law or order is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title to the 'Property', the LLP shall upon the judgment becoming final, absolute and binding upon the LLP and also due to the effect of said case, the 'PARTNER NO 1' and 'PARTNER NO 2' shall realize the project and equivalent to the amount of consideration or advances already paid or invested in the project paid by them to the LLP to relevant authority authorities or invested in construction of the complex till date. Upon this endeavour being final all parties and properties will revert back to their original state as on 1/06/16.

The LLP shall be required to pay any GST, service tax, income tax and all other direct or indirect taxes that may be payable by it or become payable henceforth. However individual PARTNERS will be responsible to pay income tax, capital gain taxes and other taxes as may be applicable, arising in respect of their respective share in the sum derived/ receivable and will proportionate land in the Project or any amount received from the project.

Chandiwala Public Ltd. Co.

Director

SUN VALUE HOMES PVT. LTD.

DIRECTOR

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31AD 426124

xxv. The PARTNERS NO. 1 AND PARTNER NO. 2 will be responsible for maintenance of proper books of account & other statutory records. They will ensure that there is complete compliance of all statutory law & regulations.

xxvi. Designated Partners shall be entitled to remuneration, interest or any other benefit for acting in the business management of the LLP.

xxvii. No person may be appointed as partner without explicit consent in writing of existing partners.

xxviii. Any matter or issue relating to LLP shall be mutually resolved by the parties and no change may be made in the business of the LLP without the written consent of all partners.

xxix. All Business taken by the LLP shall be recorded in minutes within 30 days of taking such decision and shall be kept and maintained at the registered office.

xxx. In the event of any pertinent point that has not been covered under this agreement, a supplementary agreement shall be executed between the PARTNERS, which shall be considered as part of the LLP agreement.

xxxi. The PARTNERS hereby agree that any expense or action which may have been taken prior to the date of this agreement for the furtherance of the objects of the LLP shall be accepted by the parties to this agreement and would be taken over by the LLP.

xxxii. Further agreed that the completion certificate & any other NOCs shall be obtained by the PARTNERS NO. [illegible] at their own expense.

Subsequent Partners:

Partner

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13. Management and Administration of LLP:

(i) The management & day-to-day running shall be undertaken by the Designated Partner. However the other partners and their authorized representatives shall have unhindered access to all accounts and records and the Project site.

(ii) Maintenance of proper books of account and other records including statutory records, prepare annual profit and loss account and balance sheet and arrange for regular audit of accounts by a practicing Chartered Accountant to be appointed by the Designated Partners or Partners.

(iii) Ensure due compliance with the requirements of all laws, rules, regulations, conditions and undertakings etc. including requirements under the LLP Act, all Tax laws, labour laws, fire safety, laws applicable to construction activities, relevant building codes, requirements of local bodies, etc. as may be applicable to the business and working hours of the LLP. The designated partner will be responsible for filing all returns required to be filed under various laws, furnish all information as may be required by the concerned authorities and attend hearings in all proceedings either themselves or through authorized representatives.

14. Operations Of Bank Accounts

The LLP shall open one or more accounts in such banks and may be operated in such manner as the Designated Partners may decide. The bank accounts shall be operated by the Designated Partners singly inter alia by such other persons either singly or jointly, as may be decided by the Designated Partners.

Glory Housing Private Limited

Director

FAIR VALUE HOMES PVT. LTD.

DIRECTOR

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उत्तर प्रदेश UTTAR PRADESH

3TAD 426123

15. Borrowing Power:

The LLP will have power to raise funds and loans and seek Bank Guarantees and other financial/technical facilities on GOOD etc for its requirements by borrowing from any Bank/Financial Institution/Corporate entity/ Non-corporate entity as may be decided by the designated partners. The total properties of the "PROJECT" or the immovable assets thereon may be mortgaged or charged or offered as security for any such borrowing(s). The PARTNERS NO.1 are hereby authorized to execute, sign and issue for and on behalf of the company any agreements, deeds, documents and writings as may be required by the Bank/Financial Institution/Corporate entity/ Non-corporate entity and to do all such acts, deeds and things necessary for giving effect to the fulfillment of such need.

16. Investments:

The PARTNERS NO. 1 AND PARTNER NO 2 will have the authority to invest surplus funds of the LLP in short-term fixed deposits with banks. However, for investment of funds of the LLP in other securities or in fixed deposits for a term exceeding one year will be made only with the approval of both the Designated Partners.

17. Resolution of Disputes:

1. Any dispute and difference that may arise between the parties hereto in regard to or in relating these presents, or any other Agreement that may be signed between the parties hereto, the carrying out of the terms and conditions hereunder and/or the interpretation hereof in any way whatsoever or as to the construction of any clause, matter or thing contained therein or as to the rights and liabilities of the parties hereunder shall be referred to the Arbitrator of an Arbitral Tribunal comprising of Three Arbitrators.

FAIR VALUE HOMES PVT. LTD.

Director

Director

सत्यमेव जयते

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उत्तर प्रदेश UTTAR PRADESH 31AU 426119

ii. That each of the PARTNERS involved in the dispute shall appoint their Arbitrator and those Arbitrators so appointed shall, select and appoint another arbitrator, before entering upon reference, who shall act as the Presiding Arbitrator for purpose of adjudicating upon the disputes with mutual consent. If the Parties fail to agree upon a common arbitrator to appoint as arbitrator, within a period of 20 days of making a reference to them to the Arbitrator so appointed fail to appoint a Third Arbitrator within a period of 10 days, then either party may approach the Civil Judge of the High Court in Allahabad for appointment of arbitrator.

iii. The arbitrator proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment in force on the date of commencement of the arbitration proceedings.

iv. Such arbitration shall be conducted at Allahabad where the terms and conditions of this Agreement were finalized and the Agreement is being signed.

v. The decision of the Arbitrator shall be final and binding upon the parties.

vi. The J.D. specifically mentioned and made clear that during construction of the Multi-storey complex the 'PARTNER NO. 3' and the 'PARTNER NO. 4' including its heirs and LRs, successors, assignees and assignees shall not be entitled to interfere in any manner in the construction of the Multi-storey complex and the construction work shall not be stopped in any circumstances even during pendency of the external proceedings.

Omir Infracon Pvt. Ltd.

Director

SAR DEVELOPERS PVT. LTD.

DIRECTOR

भारतीय गैर न्यायिक

दस रुपये

रु.10

TEN RUPEES

Rs.10

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उत्तर प्रदेश UTTAR PRADESH

31AD 426120

18. Duration of LLP:

(i) Besides the timelines specified in the preceding clauses with respect to existing construction schedules etc it is mutually agreed that the duration of LLP is 48 MONTHS and in case circumstances a grace period of 6 Month will be extended if required.

(ii) That since time is of the essence of this contract, all parties will put in best efforts to fulfill conditions laid down in this contract in a prompt and effective manner, all parties have hereby consented to give their best efforts both in letter and spirit in ensuring quality delivery and timely completion of the project and hence will not undertake any such action that will hinder such above-mentioned objectives.

(iii) That during the period of development/construction of multi-storey residential complex over the aforesaid property under this LLP agreement, the 'PARTNER NO. 2' and 'PARTNER NO. 3' will also not create any kind of hindrance in any manner or default from their part in letter and spirit causing the construction work or other related works or statutory requirements to be held up.

(iv) That after the dissolution of the LLP, the 'PARTNER NO. 1' will have the right to take possession and execute all assets of the LLP free of any and contingent liability.

19. Voluntary winding up

1. This LLP Agreement is irrevocable and is specifically enforceable in advance with the terms hereof. The schedules and annexure form part of this LLP Agreement. Any change, modification, alteration or any amendment, whatsoever, to this LLP Agreement shall be made only with mutual written consent of the Parties hereto.

2. That this LLP shall be wound up on completion of above project in accordance with the provisions of LLP Act, 2008.

Dilor Properties Pvt Ltd

Director

DIRECTOR

दस रुपये रु.10

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उत्तर प्रदेश UTTAR PRADESH

31AE 426121

3. The LLP can be wound up at any time with the consent of all partners in accordance with the provision of LLP Act, 2008 or as deemed in law dead otherwise.

26. Other Provisions Subject to the provisions contained herein above.

(i) The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him in the ordinary and proper conduct to the business of the LLP or in or about anything necessarily done for the preservation of the business or property of the LLP.

(ii) Every partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of the business of the LLP.

(iii) No person shall be admitted as a partner without the consent of all the partners.

(iv) No partner shall transfer or assign his interest in the LLP without the consent of all other partners.

(v) Each partner shall render true accounts and full information of all things affecting the LLP to other partners.

(vi) Every partner shall account to the LLP for any benefit derived by him without the consent of other partners from any transaction concerning the LLP or from any use by him of the property, name or any business connection of the LLP.

FOR VALUE HOMES PVT. LTD.

DIRECTOR

Partner

भारतीय गैर न्यायिक

दस रुपये रु.10

TEN RUPEES Rs.10

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उत्तर प्रदेश UTTAR PRADESH 31AD 426178

(vii) No majority of partners will be entitled to expel any partner from the LLP.

21. For any other information or clause relating to the LLP Agreement not covered above, the provisions of the LLP Act, 2008 shall apply and remain binding in all manner to the matters which are not covered by this LLP Agreement.

SCHEDULE - I

DETAILS OF PROPERTY – Per-made building on

Asset no. 42261 Mauja Kalai, Pargana Tarai, Tehsil Thakurdwara, District Moradabad comprising an area of 5806 Sq. Yards or 2363 Sq. Meters which is being fully described at the end of sale deed by way of a Sale Deed being No 4919 of 2016 registered in Book I volume 2823 pages from 517 to 542, with Sub Registrar Office at Thakurdwara, Moradabad.

Chandwala Properties Pvt. Ltd.

Director

PRIME VALUE HOMES PVT. LTD.

DIRECTOR

भारतीय गैर न्यायिक

दस रुपये रु.10

TEN RUPEES Rs.10

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उत्तर प्रदेश UTTAR PRADESH 31AD 426132

BOUNDARY:

East: Area No. 111 & Part of Area 422

West: Part of Area 422

North: Part of Area 422

South: Part of Area 421K

Mean measure of the Property under LLP Agreement

East to West towards North: -	33.8 meters
East to West towards South: -	31.37 meters
North to South towards East: -	85.05 meters
North to South towards West: -	85.0 meters

FAIR VALUE HOMES PVT. LTD.

DIRECTOR

Gaur Mitra Infra Pvt. Ltd.

Director

दस रुपये रु 10

TEN RUPEES Rs 10

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उत्तर प्रदेश UTTAR PRADESH

31AD 426131

SCHEDULE – 2

DETAILS OF PROPERTY – for approach road

Arazi no. 433M, Mauja Rasla, Pargana Jhusi, Tehsil Phulpur, District Allahabad admeasuring an area of 446.28 Sq. Yards or 373.15 Sq. Meters

BOUNDARY:

East:	Part of Arazi 433M – residence of Shri Vijay Tiwari
West:	Arazi no 432 & Arazi no 433
North:	Old G.T. Road
South:	Part of Arazi 433M – proposed group housing site - Shubhoday

Measurements of the Property under LLP Agreement

East to West towards North -	22 meters
East to West towards South	12 meters
North to South towards East -	33.1 meters
North to South towards West-	33.1 meters

Director

DIRECTOR

भारत INDIA

दस रुपये Rs.10

TEN RUPEES Rs.10

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH 31AD 426130

IN WITNESS WHEREOF the parties hereto have signed and executed this LLP Agreement out of their own free will and accord in the presence of each other and the presence of following witnesses

Partner No.1
Nishith Verma

(Son of Late Shri R.H Verma)
Director and Authorised signatory,
CITIZEN INFRAVENTURES PRIVATE LIMITED
FAIR VALUE HOMES PVT. LTD

Director

Partner No.2
Anubhav Verma

DIRECTOR

(Son of Shri Nishith Verma)
Director and Authorised signatory,
FAIR VALUE HOMES PRIVATE LIMITED

Partner No.3
Shri Aditya Tiwari

Son of Shri Vinay Tiwari

Partner No.4
Shri Vinay Tiwari

Son of Late Murari Lal Tiwari

FAIR VALUE HOMES PVT. LTD.

DIRECTOR

Director

सत्यमेव जयते

दस रुपये

रु.10

TEN RUPEES

Rs.10

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उत्तर प्रदेश UTTAR PRADESH

3: AD 426129

Witness

1. Sri Ramesh Chandra Tiwari

S/o Late Kedar Nath Tiwari, Resident of Vijay Nagar, Jhusi, Allahabad

2. Shri Chandra Prakash

S/o Late Devendra Kashyap, Resident of 57/26A, Purushla, Allahabad, Allahabad

Drafted by: DHARAMENDRA N

Typed by: PRADAN

The documents has been presented before the ..... Allahabad. The document is certified by us that the contents of the document have been checked to the extent which was asked this to be correct.

And the Documents is Attested.

Aanand Chandra Ojha
Advocate Notary
Distt. Head Quarter Alld

Date Developers Private Limited

Director

SUN VALUE HOMES PVT. LTD.

DIRECTOR

R. C. OJHA
Attesting Notary
H.Q. Allahabad

SCHEDULE - 3

DETAILS OF PAYMENT TO SHRI VINAY TIWARI – PARTNER NO. 4 AS PER TERMS OF DEED 1.8 TOWARDS 3% OF NET SALE PROCEEDS

DATE	PARTICULARS	BANK NAME	AMOUNT
21/06/2016	Ch. No. 000310 RTGS	HDFC Bank	250000.00
27/06/2016	Ch. No. 000301	HDFC Bank	250000.00
08.07.2016	Ch. No. 000315	HDFC Bank	500000.00
13.07.2016	Ch. No. 000193	HDFC Bank	500000.00
13.05.2016	Ch. No. 000394	HDFC Bank	400000.00
22.08.2016	Ch. No. 000397 RTGS	HDFC Bank	250000.00
30.08.2016	Ch. No. 000340	HDFC Bank	250000.00
10.09.2016	Ch. No. 000295	HDFC Bank	500000.00
29.09.2016	Ch. No. 000351	HDFC Bank	100000.00
29.09.2016	Ch. No. 000350	State Bank	100000.00
07.10.2016	Ch. No. 000343	HDFC Bank	100000.00
07.10.2016	Ch. No. 000291	State Bank	100000.00
07.10.2016	Ch. No. 000385	HDFC Bank	100000.00
07.10.2016	Ch. No. 000382	State Bank	100000.00
27.10.2016	Ch. No. 000393	HDFC Bank	200000.00
09.11.2016	Ch. No. 000372	HDFC Bank	200000.00
22.11.2016	Ch. No. 000397	HDFC Bank	100000.00
07.12.2016	Ch. No. 000387	HDFC Bank	200000.00
22.12.2016	Ch. No. 000400	HDFC Bank	200000.00
30.12.2016	Ch. No. 000413	HDFC Bank	100000.00
09.01.2017	Ch. No. 000420	HDFC Bank	200000.00
24.01.2017	Ch. No. 000380	State Bank	500000.00
05.02.2017	Ch. No. 000436	HDFC Bank	200000.00

Omaxe Developers Pvt. Ltd.

Director

VIA VALUE HOMES PVT. LTD.

DIRECTOR

13.02.2017	Ch. No. :530250	State Bank	400350.00
20.03.2017	Ch. No. :000252	HDFC Bank	200300.00
12.04.2017	Ch. No. :530264	State Bank	350350.00
08.05.2017	Ch. No. :000455	HDFC Bank	250300.00
10.06.2017	Ch. No. :000479	HDFC Bank	500300.00
13.06.2017	Ch. No. :530367	State Bank	250000.00
26.06.2017	Ch. No. :000492	HDFC Bank	500300.00
10.06.2017	Ch. No. :530372	State Bank	200000.00
22.06.2017	Ch. No. :002601	ALLAHABAD BANK	200000.00
27.06.2017	Ch. No. :000604	HDFC Bank	200000.00
27.06.2017	Ch. No. :530329	State Bank	70000.00
11.07.2017	Ch. No. :530330	State Bank	220000.00
28.07.2017	Ch. No. :530331	State Bank	270000.00
10.08.2017	Ch. No. :000615	HDFC Bank	414330.00
30.08.2017	Ch. No. :000670	HDFC Bank	170000.00
11.09.2017	Ch. No. :000693	HDFC Bank	200000.00
18.09.2017	Ch. No. :000695	HDFC Bank	260000.00
27.09.2017	Ch. No. :000747	HDFC Bank	270000.00
10.10.2017	Ch. No. :000751	HDFC Bank	230000.00
16.10.2017	Ch. No. :530343	State Bank	100000.00
30.10.2017	Ch. No. :000864	HDFC Bank	270000.00
10.11.2017	Ch. No. :371976	State Bank	71400.00
30.11.2017	Ch. No. :371977	State Bank	270000.00

For Orbit Steels Pvt. Ltd.

Director

FAIR VALUE HOUSE PVT. LTD.

DIRECTOR

SCHEDULE - A

DETAILS OF PAYMENT TO SESI ARHUNGIRUTHAIL – PARTNER NO. 3 AS PER TERMS OF THE LLP TOWARDS 30% OF NET SALE RECEIPTS

DATE	PARTICULARS	BANK NAME	AMOUNT
12/2/2017	Ch. no. 371997	SBI Bank	232596.00
20/2/2017	Ch. no. 371998	SBI Bank	278405.00

Chennai Adventures Private Limited

Director

SAI VALUE HOMES PVT. LTD.

DIRECTOR