



**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

Registrar, Kankar  
10/499-B, Allenganj, Khadevi Lane, Kannauj, Uttar Pradesh, 283001, India

**FORM 12**

[Refer Section 12(1)(a) of the LLP Act, 2008]

**CERTIFICATE OF INCORPORATION**

1. Identification Number: AYC-1000

I hereby certify that **GALAXY HANUMANT APARTMENTS LLP** is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

At Lucknow this Thirty first day of March Two thousand sixteen.

Digitally signed by  
Deputy KOT  
Date: 2016.03.31  
Time: 11:53:12  
Signature ID: 109370

Registrar, Kankar

Note: The corresponding form has been approved by ALOK TANDON, Deputy KOT and the certificate has been digitally signed by the Registrar through a system generated digital signature under rule 19(3)(b) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in))

Mailing Address as per record available in Registrar office:

**GALAXY HANUMANT APARTMENTS LLP**  
69, PHITAM NAGAR, ALLAHABAD, Allahabad,  
Uttar Pradesh, 211001, India



CS 233922

### LIMITED LIABILITY PARTNERSHIP AGREEMENT

This Agreement of partnership with limited liability is made at Allahabad  
on this 9<sup>th</sup> day of February, 2016

#### AMONGST

(1) Advait Auto Finance Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its registered office at Raghuvir Niwas, Civil lines, Faizabad 224001, which was earlier having its administrative office at 18, Kanpur Road, Allahabad, and presently at 1<sup>st</sup> Floor, Indira Arcade, Near Civil Lines Crossing, 200/45 M.G. Road, Allahabad 211001 (U.P.) through its Managing Director, Shri Gaurav Mohan, son of Late Shri Manmohan, resident of 19/9 Auckland Road, Allahabad 211001 (U.P.), who has been duly authorized by a resolution passed by the Board of Directors of the Company at a meeting duly convened and held on 11/01/2016 to enter into this partnership and execute this Agreement and other documents [hereinafter referred to as "PARTNER No. 1" which term shall include its successors, administrators, permitted assignees and transferees-in-interest];

For Shyam Prakash & Sons  
Dated: 9/2/2016

Advait Auto Finance (P) Ltd.

Page 1 of 11

Managing Director

Sig. A.I. Identified By

Shyam Prakash

Shyam

Chanchayam Pathak  
Public Notary Govt. of India  
Police Guard Room  
Civil Parikar  
District Court, Allahabad  
(W) 9336374567

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100



ONE

HUNDRED RUPEES

₹. 100



भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

27 OCT 2015

CS 399919

(2) Shyam Housing and Finance Pvt. Ltd. a private limited company incorporated under the Companies Act, 1956 and having its registered office at 44, Thornhill Road, Allahabad 211002 (U.P.), through its Director Smt. Neelima Gupta, wife of Shri Vidup Agrahari, resident of 44, Thornhill Road, Allahabad, who has been duly authorized by a resolution passed by the Board of Directors of the Company at a meeting duly convened and held on 11/01/2016 to enter into this partnership and execute this Agreement and other documents [hereinafter referred to as "PARTNER No. 2" which term shall include its successors, administrator, permitted assignees and transferee-in-interest];

Shri Ashok Kumar Deora, son of Late Shri Puroshottam Lal Deora, resident of 06, Sardar Patel Marg, Allahabad [hereinafter referred to as "PARTNER No. 3" which term shall include his legal heirs, successors, administrators and executors, and permitted assignees];

The Partners No. 1, 2 and 3 above are collectively referred to as "FIRST PARTY PARTNERS" in this Agreement.

(1) Skynet Infraventures Pvt. Ltd. a private limited company incorporated under the Companies Act, 1956 and having its registered office at 180, Preetam Nagar, Allahabad, through its Director Mr. Ritesh

Page 2 of 3

Advait Auto Finance (P) Ltd.

Managing Director Sig./Tl. Identified By



## उत्तर प्रदेश UTTAR PRADESH

AS 771741

Paul, son of Sri Satya Gopal Paul, resident of 180, Preetam Nagar, Allahabad, who has been duly authorized by a resolution passed by the Board of Directors of the Company at a meeting duly convened and held on 27/01/2016 to enter into this partnership and execute this Agreement and other documents[hereinafter referred to as "PARTNER No. 4" which term shall include its successors, administrators, permitted assignees and transferees-in-interest];

The Partner No. 4 above is referred to as 'SECOND PARTY PARTNER' or "PARTNER No.4" in this Agreement;

WHEREAS the FIRST PARTY PARTNERS are the Joint Owners of a plot of land, being Nazul freehold plot No 40/3, Civil Station, Allahabad measuring about 2870.67 Sq Meters, (here-in-after referred to as the "said Property"), having undivided ownership interest in the property in the ratio of 25:25:50 respectively;

AND WHEREAS Shri Sahad Chandra Mulherji, who was the lessor of above Nazul Plot No. 10/2 Civil Station, Allahabad, then measuring 2042.37 Sq Meter, had nominated the FIRST PARTY PARTNERS to get the above plot converted into freehold in their joint names as per the applicable U.P. Govt. Free Hold Policy;

Advan Auto Finance (P) Ltd.

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Managing Director Sign T.L. Identified By

Ghanshyam Patel

भारतीय गोर्जन्यायिक

पर्याप्त

FIFTY  
RUPEES

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उत्तर प्रदेश UTTAR PRADESH

AS 771900

AND WHEREAS the FIRST PARTY PARTNERS thereafter applied for conversion of above lease hold land measuring 2942.37 Sq Meters, into freehold but as per master plan land area measuring 62.70 Sq Meters was reduced from the above plot for road widening and the remaining land area measuring 2879.67 Sq Meters was converted into free hold and a Freehold Deed dated 09th January 2004, has been executed by the S.N. Srivastava A.D.M. Nazul on behalf of Governor of U.P. in the joint names of the FIRST PARTY PARTNERS, who are now the absolute owners of the said plot of land and have undivided ownership interest in the said property in the ratio of 25:25:50 respectively. The above Deed is registered in the office of the Sub-Registrar, Allahabad at page no. 308 bali no 1, Khand Sankhya 4271, with details of the said property as under -

"Part of Nazul Free Hold Plot No. 40/3, Civil Station, Allahabad.  
2502.11 Sq Meters

NORTH... Nazul free hold plot no. 40/1, 40/2 & 40/3.  
Civil Station, Allahabad

SOUTH... Nazul free hold plot no. 40/4, Civil Station,  
Allahabad

Advan Auto Finance (P) Ltd. For Shyam Housing & Finance Pvt. Ltd.

Page 4 of 31

Managing Director

Sig. T.I. Identified By  
Col. Lee

Yash

Mr. S. Pathan  
Notary Govt. of India  
Police Card Room  
Civil Court Allahabad  
Dist. Court Allahabad  
(W) 9336374507



## उत्तरप्रदेश UTTAR PRADESH

AS 771898

EAST..... Nazul free hold plot no. 391/2A, Civil Station,  
Allahabad

WEST..... Kasturba Gandhi Marg, Allahabad

AND WHEREAS the FIRST PARTY PARTNERS are desirous of constructing multi-storey flats and allied utilities and facilities under Group Housing Project through some reputed builders having necessary resources and requisite experience in the field of executing such projects;

AND WHEREAS the SECOND PARTY PARTNER has vast  
experience in the field of executing Group Housing projects etc.  
and has necessary resources to undertake the Group Housing Project on  
said property of the FIRST PARTY PARTNERS on mutually  
acceptable terms and conditions:

AND WHEREAS after long discussion amongst the parties, it has been decided to undertake the above project by forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, with Parties hereto as partners;

Advan Auto Finance (P) Ltd.

For: Ballyam 28 - Accounting & Finance Ltd.

Page 5 of 31

Managing Director S. V. T. I. Identified By



उत्तर प्रदेश UTTAR PRADESH

AS 771894

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 :-

1. Name of the LLP - The name of the LLP shall be Galaxy Hanuman Apartments LLP.

2. Names of Partners - The LLP will comprise of the following persons as its first partners -

(i) Advait Auto Finance Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its registered office at Raghuvir Niwas, Civil lines, Faizabad 224001, which was earlier having its administrative office at 18, Kanpur Road, Allahabad, and recently at 1<sup>st</sup> Floor, Indira Arcade, Near Civil Lines Crossing, 900/15 M.G. Road, Allahabad 211001 (U.P.) [hereinafter referred to as "PARTNER No. 1"];

(ii) Shyam Housing and Finance Pvt. Ltd, a private limited company incorporated under the Companies Act, 1956 and having its registered office at 14, Thornhill Road, Allahabad 211002 (U.P) [hereinafter referred to as "PARTNER No. 2"];

Ghanshyam Pathak  
Partner  
Public Notary Govt. of India  
Gopal Garg Room  
Ghanshyam Pathak  
Civil Lines  
Allahabad  
Ph. No. 0522 2555555

Advait Auto Finance (P) Ltd.

Managing Director

For Galaxy Hanuman Apartments LLP

*[Signature]*

*[Signature]*  
Page 6 of 31  
S. I. I. Identified By  
*[Signature]*



## उत्तर प्रदेश UTTAR PRADESH

AS 771899

(iii) Shri Ashok Kumar Deora, son of Late Shri Puroshottam Lal Deora, resident of 66, Sardar Patel Marg, Allahabad [hereinafter referred to as "PARTNER No. 3".

The Partners No. 1, 2 and 3 above are collectively referred to as 'FIRST PARTY PARTNERS' in this Agreement.

(b) SkynetInfraventures Pvt. Ltd., a private limited company incorporated under the Companies Act, 1956 and having its registered office at 180, Preetam Nagar, Allahabad [hereinafter referred to as "PARTNER No. 4"];

**Location of Registered Office** - The registered office of the LLP shall be located at 180, Preetam Nagar, Allahabad in the State of Uttar Pradesh - 21101

4. Partnership to be incorporated as LLP - The partners 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. The business in partnership will be commenced only after such incorporation.

Advan Auto Finance (P) Ltd.

Page 7 of 31

### Managing Director

Identified By  
Sig. H. K. [Signature]



उत्तर प्रदेश UTTAR PRADESH

AS 771897

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

(i) Shri Gaurav Mohan [DPIN 00622976], son of Late Shri Manmohan, resident of 18, Kanpur Road, Allahabad, presently at 1<sup>st</sup> Floor, Indira Arcade, Near Civil Lines Crossing, 200/45 M.G. Road, Allahabad 211001 (U.P.), Managing Director and nominee of PARTNER No. 1.

(ii) Mr. Ritesh Paul [DPIN 01933556], son of Sri Satya Gopal Paul, resident of 180, PreetamNagar, Allahabad, Director and nominee of Skynet Infraventures Pvt. Ltd., Partner No. 2.

6. Business Activity and object of the LLP - The LLP shall undertake construction of multi-storey flats and allied utilities and facilities under Group Housing Project over the said property of the First Party Partners. The mutual rights and obligations of partners with respect to construction of the aforesaid Project are specified in Clause 10 of this Agreement. The above Project is hereinafter referred to as the "Project."

Ghanshyam Pathak  
Public Notary Govt. of India  
Police Guard Room  
Civil Patras  
District Court, Allahabad  
Mobile: 9136374562



Shri Gaurav Mohan  
Managing Director  
Sri Satya Gopal Paul  
Director  
For Skynet Infraventures Pvt. Ltd.

Page 8 of 31

Sig. M. Identified By  
Signature



उत्तर प्रदेश UTTAR PRADESH

AS 771896

7. Contribution of Partners - The partners agree to make following contributions -

(i) The First Party Partners together shall be liable to contribute the total sum of Rs. 5,000 (Five thousand only) in such ratio as they may mutually decide.

(ii) The Partner No. 4 shall be liable to make an initial contribution of Rs. 50,00,000/- ( Rupees Fifty Lacs Only ) In addition he will also be liable to arrange and bring in such funds in the LLP as may be required from time to time for satisfactory and timely execution of the Project. The Partner No. 4 shall ensure that the construction and other activities of the Project are not held up or adversely affected because of paucity of funds.

The First Party Partners shall not be required to make any additional contribution than what is mentioned in sub-clause (i) above. They will also not be called upon to give any guarantee or provide any security or incur any obligation or liability, whatsoever, in respect of funds arranged by the Partner No. 4 to meet its obligation under sub-clause (ii) above.

For Shree Housing & Finance Pvt. Ltd.

Public Notary (Yatra) No. 17  
Police Game Room  
Civil Panjab  
District Court, Amritsar  
M/s 9833637456

Advan Auto Finance (P) Ltd.  
Managing Director

Page 9 of 31

Signature Identified By  
S. T. I. Officer



उत्तर प्रदेश UTTAR PRADESH

AS 771895

Chanshyam Pathak  
Public Notary Sovt. of India  
Police Govt Room  
Civil Pariser  
District Court, Allahabad  
(M) 9335374566

(iv) No partner shall withdraw any money from the LLP till the Project is satisfactorily completed except with the approval of all other partners.

8. 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 12% p.a. 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 thought fit, the Partners may reduce 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 as applicable to credit

Profit Sharing - The profit or loss (including assets and liabilities) of the LLP shall be shared by the partners in the following ratio –

- (i) First Party Partners collectively - 00.0001%  
(which will be shared by the Partners No. 1, 2 and 3 in the ratio of 10:25:50 respectively)
- (ii) Second Party Partner/Partner No. 4 - 99.9999%

Advan Auto Finance (P) Ltd  
Managing Director

Page 10 of 31

Identified By  
Signature



उत्तर प्रदेश UTTAR PRADESH

AS 771743

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Public Notary Govt. of India  
Police Guard Room  
Civil Parade  
District Court, Agra  
(M) 8336374563

10. **Remuneration to Partners:** The Partner No. 4 shall be entitled to such remuneration from the LLP as may be decided by the Partners. Unless otherwise decided by the Partners, the other partners will not be entitled to any remuneration.

11. **Management and Administration of LLP:** The Partner No. 4 shall be responsible for the following functions –

(i) The day to day administration of LLP including maintenance of Accounts and for management of all matters concerning the Project. However the other partners and their authorized representatives shall have unhindered access to all accounts and records and the Project site.

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 Partners as Auditors.

(ii) 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

Advan Auto Paints (P) Ltd.

Page 11 of 31

*Pathak*  
Managing Director

*H. Pathak*  
Signature Identified By  
C. S. I. C.

आरबीय और न्यायिक

दस  
रुपये

TEN  
RUPEES  
Rs.10

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Ghanshyam Pathak  
Public Notary Govt. of India

उत्तर प्रदेश UTTAR PRADESH

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to construction activities, requirements of local bodies, etc. as may be applicable to the business and establishment of the LLP. He 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 himself or through authorized representative.

12. Operation Of Bank Accounts : The LLP shall open one or more accounts in such banks and may be operated in such manner as the Partners may decide. Unless otherwise decided, the bank accounts shall be operated by the Partner No. 4 singly and/or by such other persons, either singly or jointly, as may be decided by the Partner No. 4.

Audit Of Accounts :

(i) The Partners shall appoint a firm of practicing chartered account as Auditor for audit of accounts of the LLP.

(ii) The Partner No. 4 shall arrange regular and timely audit of accounts and produce all records and give all such information and explanation as may be required by the Auditors in the course of and for

Advan Auto Finance (P) Ltd.

Managing Director

Page 12 of 31  
Sig. W.I. Identified By



Ghanshyam Pathak  
Public Notary Govt. of India  
Police Guard Room  
Club Parson  
District Court, Allahabad  
(W) 9336374565



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उत्तर प्रदेश UTTAR PRADESH

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purposes of their audit. The objections raised by the Auditors shall be properly and satisfactorily settled and clarified by the Partner No. 4.

(iii) The Partner No. 4 will ensure that the copies of Audited Accounts and Auditors' Report are delivered to the First Party Partners without any delay.

4. **Borrowing Power:** The LLP will have power to raise funds for its business by borrowings from appropriate sources as may be decided by Partner No. 4 and approved by the other Partners. However, the said property of the First Party Partners or the construction raised thereon shall not be mortgaged or charged or offered as security for any such borrowings unless and until the conveyance deeds are executed by the First Party Partners after completion of the Project as provided in Clause 17 of this Agreement and 40% portion of the saleable constructed area of the Project with proportionate land is transferred to the LLP or its nominees. Only thereafter the property so transferred to LLP or its nominees can be offered as security for any borrowings made by LLP. It is also made clear that the First Party Partners will not be called upon to give any guarantee or provide any security or incur any obligation or liability, whatsoever, in respect of any borrowings made by the LLP.

Advan Auto Finance (P) Ltd.

*[Signature]*

Managing Director

*[Signature]*

Page 13 of 34  
Identified By  
S. S. Pathak

भारतीय रिंग न्यायिक

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G.S. Pathak  
Aligarh  
Reg. No. 14

TEN  
RUPEES

Rs. 10

INDIA

INDIA NON JUDICIAL

Ghanshyam Pathak  
Public Notary, Govt. of India  
Police Guard Room  
Civil Panel  
District Court, Aligarh  
Reg. No. 14  
Date: 9-9-2015

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15. Investments : The Partner No. 4 will have the authority to invest surplus funds of the LLP in short term fixed deposits with banks in which the LLP is maintaining its accounts. 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 the Partners.

16. Security Deposit : Prior to the execution of this Agreement, the Partner No. 4, in his individual capacity, has deposited an aggregate sum of Rs. 50,00,000 (Fifty lacs) with the First Party Partners, being the joint-owners, of the said property, as interest free security deposit for proper and timely completion of the Project. The details of such deposits are as under -

Rs 12,50,000 ( Rupees Twelve lacs Fifty thousand only) by Cheque No. 783713, drawn on Oriental Bank of Commerce, Branch - NCZCC, dated 9-9-2015, in favour of Advait Auto Finance Private Limited.

(ii) Rs 12,50,000 ( Rupees Twelve lacs Fifty thousand only) by Cheque No. 783723, drawn on Oriental Bank of Commerce, Branch - NCZCC, dated 9-9-2015, in favour of Shyam Housing and Finance Pvt. Ltd.

Advait Auto Finance (P) Ltd.

  
Managing Director



Page 1 of 1 identified by  
Signature

# आरबीय यैर न्यायिक

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NOTARY  
G.S. Pathak  
Allegation  
Reg. No. 4199  
W/ 8336374500

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Public Notary Govt. of India  
Police Guard Room  
Civil Financial  
District Court, Allahabad  
W/ 8336374500

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(iii) Rs 25,00,000 (Rupees Twenty five lacs only) by Cheque no 789712, drawn on Oriental Bank of Commerce, Branch - NCZCC, dated 9-9-2015, in favour of Shri Ashok Kumar Deora.

The above security deposit amounts will be accounted for in the LLP by crediting the account of the Partner No. 4 and debiting the security deposit accounts.

The above security deposits will be interest free and liable to be refunded by the First Party Partners to the LLP upon satisfactory completion of the 3<sup>rd</sup> Floor casting of the Project within the stipulated period, as stipulated in Clause 17 of this Agreement.

17. **Provisions Governing The Project:** The primary object for which the Parties hereto have agreed to form this LLP is to construct multi-storey flats under Group Housing Project ("Project") on the said property jointly owned by the First Party Partners. The following provisions will govern the Project:

(i) The First Party Partners, as absolute joint-owners of the said property, hereby agree to permit the LLP, its Partner No. 4 and its workers and contractors to have access to the said property and store

Advan Auto Finance (P) Ltd.

Managing Director

Page 15 of 17  
Signature Identified By  
S. K. Ch.

# भारतीय गैर न्यायिक



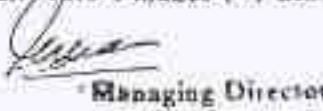
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construction materials, stores, equipments etc. thereon exclusively for purposes of construction of the Project and for no other purpose. This permission to have access to said property is by way of license only and neither the possession of the said property or any part thereof is intended to be given nor 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 Partner No. 4 unless and until proper conveyance deeds are executed by the First Party Partners. It is also made clear that the said property is not being thrown by the First Party Partners in the LLP as capital or otherwise. The ownership of the said property and its possession will continue to vest and remain with the First Party Partners as the absolute joint-owners thereof so long as the title and possession is not transferred by them by executing proper conveyance deeds.

(ii) The broad contours of the Project including layout, number of stories to be constructed, number, type and size of flats to be constructed, utilities like club, community hall, shops etc. to be constructed, total constructed area for flats, clubs, shops, club and community hall, total constructed saleable area and non-saleable area, major quality parameters of the construction including nature and quality of various amenities and facilities to be provided in the flats, etc, will be discussed with and finalized after the approval of the Partners of the First Part. The Partner

Advan Auto Finance (P) Ltd.

  
Managing Director

Page 16 of  
Signature Verified By  
Signature

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Ghanshyam Pathak  
Public Notary Govt. of India  
Police Guard Room  
Civil Parishad  
District Court, Aligarh  
(U.P.) 9232745567

No. 4 will get the details plans and construction maps prepared in accordance with the Project contours approved by the First Party Partners and submitted to the ADA for sanction.

(iii) The Partner No. 4 shall be responsible for the execution of the Project. He will be responsible for completion of all pre-Project formalities like sanction of layout plans and building maps etc., make payment of requisite fees and deposits, incur such expenses as may be required for sanction of the plans and maps, to engage employees, workers and contractors and settle the terms of their engagement and enter into required agreements, purchase all materials, stores and equipments required for construction and make payment therefore, arrange for security and safety of work, materials and equipments and engage security agencies for that purpose, and to do all such acts and deeds as may be necessary for timely and successful completion of the Project. The First Party Partners will fully cooperate with the Partner No. 4 and execute all such documents as may be required to be executed by them for the above purpose.

For Shyam Traders & Finance Pvt. Ltd.

(Notar) The Partner No. 4 will ensure that the all constructions are as per agreed contours of the Project, specifications and quality standards and as

Advan Auto Finance (P) Ltd.

Managing Director

Shyam

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S. S. J. M. Page 17

भारतीय और न्यायिक

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NOTARY रुपये

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\* G.S. Pathak  
Notary  
Reg. No. 2150  
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Gnaneshwar Pathak  
Public Notary Govt. of India  
Police Board Room  
Civil Parise  
District Court, Allahabad  
(W) 9936374567

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per sanctioned plans and provisions of all applicable laws are duly and timely complied with.

(v) The Partner No. + shall be solely 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 Partner No. + may arrange for appropriate insurance for losses and damages/ compensation arising on account of such mishaps.

(vi) The First Party Partners will be entitled to review the progress of the construction and the quality of work being done and safety and security measures being adopted during construction and bring their findings and observations to the knowledge of the Partner No. + who will examine the same with utmost seriousness and take appropriate remedial measures.

(vii) All expenses and payments pertaining to the Project including expenses and payments in respect of sanction of building plans and maps etc, cost of material and labour, expenses on security guards, insurance, safety and fire prevention, all taxes such as house tax, water tax, TDS, Service Tax, electricity and power, telephone, power back up, amenities etc. will be paid and borne by the LLP till the Project is completed and the respective portions of the saleable construction are made available to the

Advan Auto Finance (P) Ltd...

Managing Director

Page 18 of 22  
Identified By  
S. S. Pathak  
Collection



Ghanshyam Pathak  
Govt. of India  
Public Notary  
Public Bond Room 311  
Chhatriwala  
Chhatriwala  
District Court Allahabad  
Date 9/2/2017  
Reg. No. 1107

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First Party Partners and the LLP and all such expenses and payments will be accounted for in LLP. The First Party Partners will not be called upon to bear any such expenses or part thereof.

(viii) The Partner No. 4 shall be responsible to complete the Project, obtain NOC from the Fire Authorities and apply for completion certificate from the Allahabad Development Authority within a period of 30 months from the date of sanction of lay out plans and construction maps subject to Force Majeure clause. Any period during which the LLP is restrained from carrying out the development/ construction work or raise construction by any court or other competent authority will be excluded in calculating the aforesaid period of 30 months.

EXPLANATIONS:-

(a) "Force Majeure" for above purpose will mean and include natural calamities such as earthquake, floods and others acts of God, fire, irresistible force, strikes, lockouts, civil disobedience, riots, terrorism, or any similar reasons beyond the reasonable control of the Partner No. 4. It is clarified that the date of completion certificate issued by the ADA shall be deemed to be the date of completion of the Project for all purposes.

Advan Auto Finance (P) Ltd.

Managing Director

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Sig. B.D. Identified By  
Col. 500

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Rs. 10

\* G.S. Pathak  
NATIONAL NOTARY  
GOVT. OF INDIA

INDIA NON JUDICIAL

\* G.S. Pathak, Plasterer  
National Notary Govt. of India  
Police Guard Room  
Civil Parishat  
Court, Allahabad  
(Ph) 9330374557

\* G.S. Pathak  
National Notary  
Govt. of India

Adarsh Auto Finance (P) Ltd.

Managing Director

Qanu

For Adarsh Auto Finance (P) Ltd.

Signature

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Identified By  
Signature  
Cell No



## उत्तर प्रदेश UTTAR PRADESH

85AC 562164

- All works as per agreed broad contours of the Project agreed and approved by the First Party Partners under sub-clause (ii) of Clause 17 above
- All amenities and facilities as per ADA sanctioned plans
- After completion of above works, Application for completion certificate is submitted to the Allahabad Development Authority

**INDIA** If the Partner No. 4 is not able to complete the Project within the period of 30 months as contemplated in sub-clause (viii) above, the LLP shall be liable to pay to the First Party Partners, as joint-owners of the said property, damages @ Rs. 2,00,000 for each month of delay or part thereof.

(x) The Partner No. 4 shall be responsible to obtain the final completion certificate for the Project from the ADA.

(xi) If the Project is abandoned in midway for any reason whatsoever, but not attributable to any act or omission on the part of the First Party Partners or any litigation about title of the First Party Partners in respect of the said property, or the delay in completion of the Project continues for six months after the expiry of the target period of 30 months or the

Advan Auto Finance (P) Ltd.

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## Managing Directors

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Ghanshyam Pathak  
Govt. of India  
Public Notary  
Police Guard Room  
Civil Paralegal  
District Court, Allahabad  
Dated 01/01/2015  
G.S. Pathak  
Allahabad  
Reg. No. 4120

UTTAR PRADESH

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completion certificate from the ADA is not applied for within 36 months after completion of construction as contemplated in sub-clause (viii) above, the First Party Partners will be entitled to rescind this Agreement, revoke the licence granted to the LLP to undertake construction on the said property, withdraw from the LLP without any obligation or liability towards the LLP or the Partner No. 4 or to any one else and call upon the LLP and the Partner No. 4 to remove their workers, contractors, materials, stores, equipments etc. from the said property within such time as the First Party Partners may specify in the notice for removal. The LLP will have no claim, equitable or otherwise, over the construction already done on the said property. The LLP and the Partner No. 4 alone shall be liable to refund all advances obtained from the prospective buyers and will also be liable to discharge all liabilities already incurred in respect of construction undertaken on the said property.

(xii) The Parties hereto agree that upon completion of the Project, the LLP will be entitled to get ownership of 40% of the total constructed saleable area with proportionate share in the land and the First party Partners will be entitled to retain the balance 60% of the total constructed saleable area with the remaining land area not falling within the 40% share of the LLP. The First Party Partners, as absolute joint-owners of the said property, will execute conveyance deeds for the 40% saleable

Adyav Auto Finance (P) Ltd.

Managing Director

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पुलिस गार्ड रोड  
सिविल पारिस  
दिल्ली कोर्ट, अमेरिटाबाल  
(म) 9039374458

प्रदेश UTTAR PRADESH

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constructed area with proportionate share in the land in favour of the LLP or if so desired by the LLP, in favour of its nominees/buyers.

(xiii) The consideration for transfer of title and ownership of the aforesaid 40% constructed saleable area by the First Party Partners, as absolute joint-owners of the said property, to LLP or its nominees/buyers, will be the cost of construction on the said 60% area which is incurred and borne by the LLP. The LLP shall issue an appropriate certificate to the First Party Partners with details of expenses incurred and borne by the LLP, constituting the cost of construction of their 60% area duly audited and signed by the Auditors of the LLP.

(xiv) Accordingly, the LLP will be entitled to the sale consideration which may be received, whether in advance or at the time of execution of sale deeds in respect of the aforesaid 40% saleable area with proportionate land or any part thereof. The said sale consideration will be accounted for as the revenue of the LLP and the First Party Partners, as executors of the sale deeds for such saleable area and land or parts thereof, will have no right in or claim over the said sale consideration or any part thereof.

(xv) The First Party Partners will be entitled to retain or sell the 60% constructed saleable area and remaining land earmarked as their share in

Advan Auto Finance (P) Ltd.

Managing Director

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the Project, as they may decide. The LLP will have no claim in respect of sale proceeds received or gains arising from sale of the said 60% area and land.

(xvi) It is agreed that the LLP will not get any title or interest, whether equitable or otherwise, in any part of the construction carried on the said property nor will the LLP or Partner No. 4 will be entitled to claim cost of construction or damages in respect of such construction or any part thereof, unless and until the 60% of the constructed saleable area earmarked for the benefit of the First Party Partners as the absolute joint-owners of the said property, is completed as per the agreed specifications and quality standards and made available to them by the LLP. Till then, the First Party Partners will not be liable to execute any conveyance deeds in respect of remaining 40% area and land or any part thereof in favour of the LLP or its nominees/buyers.

(xvii) The 60% portion of the total constructed area and land to be retained by the First Party Partners as joint-owners of the said property and 40% area and proportionate land to be allocated as the share of the LLP will be identified and earmarked by the Parties hereto in advance on copy of the ADA approved maps, [which will be subject to appropriate

Adwalt Auto Finance (P) Ltd.

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Managing Director

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adjustment upon determination of actual constructed area after completion of the Project].

(xviii) The LLP will be liable to pay income tax on capital gains, service tax and other taxes, if any, arising in respect of its share of 40% in the constructed saleable area with proportionate land in the Project and the First Party Partners, as joint-owners of the said property, will be liable to pay income tax on capital gains, service tax and other taxes, if any, arising in respect of its share of 60% in the constructed saleable area and remaining land in the Project, as aforesaid.

(xix) After the completion of the Project and delivery of the respective saleable constructed area to the LLP and to the First Party Partners in the manner specified above, all expenses in respect of their respective unsold portion including expenses on maintenance, security, electricity, house and water tax etc. shall be borne by the First Party Partners and the LLP respectively and any such common expenses will be shared proportionately by them i.e. in the ratio of their respective unsold area.

For Srinivas Housing & Finance Pvt. Ltd.

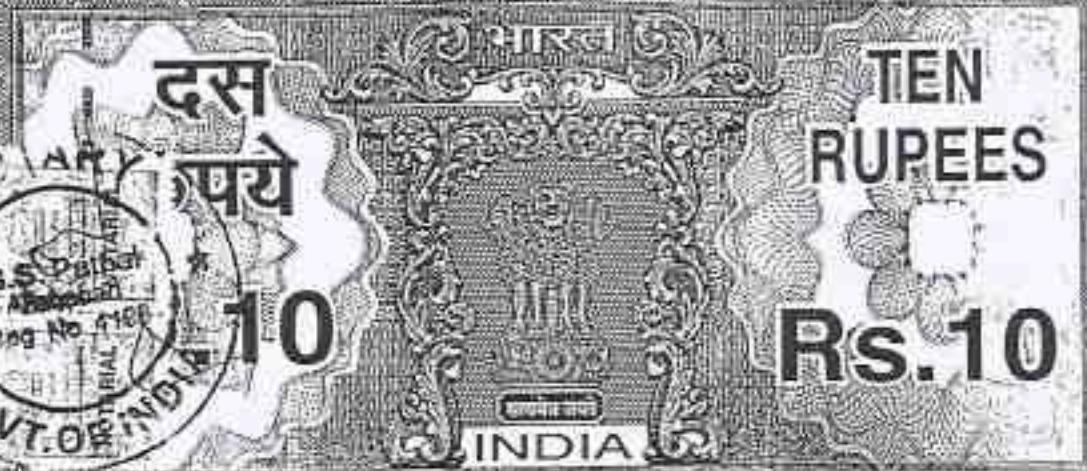
(xx) The Partner No. 4 shall be entitled to take such sales promotion measures for sale of flats etc. constructed in the Project which are earmarked as the share of the LLP, as may be considered appropriate by

Advan Auto Finance (P) Ltd.

Managing Director

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# भारतीय रुप न्यायिक



## INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

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■ him. For this purpose he will have the authority to release advertisements in various media, appoint brokers and agents, print and distribute necessary literature, issue allotment letters and agreements for sale but all such actions will be in the name of the LLP. He will also be entitled to collect advances/ deposits from prospective buyers towards the settled price but all such advances/ deposits will be collected only by G.S. Pathak account payee cheques drawn in favour of the LLP and all such cheques will be deposited in the bank accounts of the LLP. No advance/ deposit from any one will be accepted in cash or in the personal name of the Partner No. 4. This is made clear that none of the aforesaid actions taken by the Partner No. 4 will oblige the First Party Partners, as absolute joint-owners of the said property, to execute any conveyance deed in favour of any buyer except upon fulfilment of conditions specified in preceding sub-clauses. The Partner No. 4 will appropriately make the prospective buyers aware of the above conditions before accepting any advance/ deposit or before issuing any allotment letter or executing any agreement for sale.

■ (xxi) The LLP shall be responsible to the First Party Partners to repair and remove, at the cost of the LLP and without any delay, all defects and deficiencies in the construction which are detected within six months from the date of handing over 60% saleable constructed area to the First

Advan Auto Finance (P) Ltd.

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Managing Director

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Abheda  
Reg. No. 1190  
GOVT. OF INDIA

## INDIA NON JUDICIAL

Ganeshyam Patel  
Public Notary Govt. of India  
Police Board Registration  
Civil Partner 1190  
District Court, Allahabad  
(W) 9335374521

UTTAR PRADESH

85AC 562171

Party Partners and if such defects/ deficiencies are not removed/ repaired promptly then the LLP shall be liable to reimburse the expenses incurred by the First Party Partners for removal of such defects and deficiencies.

(xxii) The First Party Partners will indemnify the LLP if any loss or damage is suffered by the LLP on account of any defect in the title of the First Party Partners over the said property.

Right of First Party Partners to resign/ withdraw from LLP:

The First Party Partners will be entitled to resign and withdraw from the LLP two years after the satisfactory completion of the Project and allocation of respective saleable constructed areas with land to the LLP and the First Party Partners. Upon such resignation and withdrawal, the LLP shall forthwith refund their contribution and credit balance, if any. The right of resignation / withdrawal given in this Clause is in addition to the right of withdrawal available to them under sub-clause (x) of Clause 16 above.

19. Other Provisions: Subject to the provisions contained hereinabove

Advan Auto Finance (P) Ltd.

Managing Director

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उत्तर प्रदेश UTTAR PRADESH

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(i) The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him in the ordinary and proper conduct of 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 business of the LLP.

(iii) Every partner may take part in the management of the LLP.

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

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

(vi) Any matter or issue relating to LLP shall be decided by consensus and in the event of difference of opinion, the matter or issue will be decided by majority vote. Each partner will have one vote. However, no change will be made in the nature of business without the consent of all the partners. The decisions so taken will be recorded in a Minute Book which will be signed by all the partners. The Minute Book will be kept at Adyar Auto Finance (P) Ltd.

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Managing Director

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INDIA NON JUDICIAL

Ghanshyam Pathak  
Public Notary Govt. of India  
Police Guard Room  
Civil Pansar  
District Court, Mathura  
(M) 2336374587

NOTARY

G.S. Pathak  
Abdullah  
Reg. No. 1100

GOVT. OF INDIA

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the registered office and decisions shall be recorded therein and signed by the partners within 30 days.

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

(viii) Without the consent of other partners, no partner shall carry on any business in competition with the business of the LLP. In the event of default, the defaulting partner shall account for and pay over to the LLP all profits made by him in that business.

(ix) 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.

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

Par Shyam Housing & Finance Pvt. Ltd.

20. Resolution of disputes: All disputes between the parties arising out of the LLP Agreement, which cannot be resolved, will be

Advan Auto Finance (P) Ltd.

Managing Director

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उत्तर प्रदेश UTTAR PRADESH

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I referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996.

21. **Dissolution of LLP** – This LLP can be wound up voluntarily with the consent of all the Partners after following the procedure laid down in the LLP Act.

22. The liability of the partners is limited to the extent of their contribution stipulated in Clause 7.

23. The provision of LLP Act, 2008 shall apply and will be binding on all the partners in the matters which are not covered by this LLP Agreement.

IN WITNESS WHEREOF the parties hereto have signed and executed this LLP Agreement on the day and place mentioned above.

1. For Advait Auto Finance Private Limited,

*Gaurav Mohan*  
(Gaurav Mohan)  
Managing Director

For Shyam Marketing & Finance Pvt. Ltd.

*Shyam*  
Page 10 of 10  
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Ghanashyam  
Public Notary Govt. of India  
Police Gang Room  
Civil Prison  
District Court, Agra - 282001  
M: 9233374567



## उत्तर प्रदेश UTTAR PRADESH

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2. ForShyam Housing and Finance Pvt. Ltd,

(Neelima Gupta)

### Director

(Ashok Kumar Deora)

Plant

(Ritesh Pa

**WITNESSES.**

#### 1. Signaturer

Name Sanya Agarwal

Address 895-8336/5A

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### 2. Signature

Name Yasmin Goh

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