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GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar, National Capital Territory of Delhi and Haryana
4th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019, Delhi, INDIA

**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON
CHANGE OF NAME**

[Refer Rule 20 of the LLP Rules, 2009]

LLP Identification Number: AAA-8036 ✓

In the matter of **SUN GROWTH URBAN DEVELOPERS LLP**

I hereby certify that **SUN GROWTH URBAN DEVELOPERS LLP** which was originally incorporated on Seventeenth day of February Two Thousand Twelve under the LLP Act, 2008 as **SUN GROWTH URBAN DEVELOPERS LLP** having duly passed the necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability Partnership (LLP) is this day changed to **ASSOTECH SUN GROWTH ABODE LLP** and this certificate is issued pursuant to Rule 20(3) of the said Rules. ✓

Given at Delhi this Second day of July Two Thousand Fourteen



Registrar
National Capital Territory of Delhi and Haryana

Note: The corresponding form has been taken on record by the Registrar through electronic mode and on the basis of statement of correctness given by the person filing the form and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
ASSOTECH SUN GROWTH ABODE LLP
14B-F, POCKET-IV, MAYUR VIHAR, PHASE-I, NEW DELHI - 110091,
Delhi, INDIA

Assotech Sungrowth Aboode LLP

Shuman

Designated Partner

hakeem




सत्यमेव जयते

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Government of India
Form GST REG-06
[See Rule 10(1)]

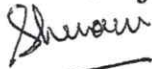
Registration Certificate

Registration Number : 21ACBFS8671E1Z8


1.	Legal Name	ASSOTECH SUN GROWTH ABODE LLP			
2.	Trade Name, if any	ASSOTECH SUN GROWTH ABODE LLP			
3.	Constitution of Business	Limited Liability Partnership			
4.	Address of Principal Place of Business	2ND FLOOR, 203, SOUMYA ENCLAVE, BJB NAGAR, UNIT-29, BHUBANESWAR, Khordha, Odisha, 751014			
5.	Date of Liability				
6.	Period of Validity	From	02/04/2019	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Centre			
Signature		Signature invalid Digitally signed by S GOODS AND SERVICES TAX WORK(2) Date: 2019.04.02 13:00:58 IST			
Name		Dilip Kumar Senapati			
Designation		Superintendent			
Jurisdictional Office		Bhubaneswar I Circle			
9. Date of issue of Certificate		02/04/2019			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 02/04/2019 by the jurisdictional authority.

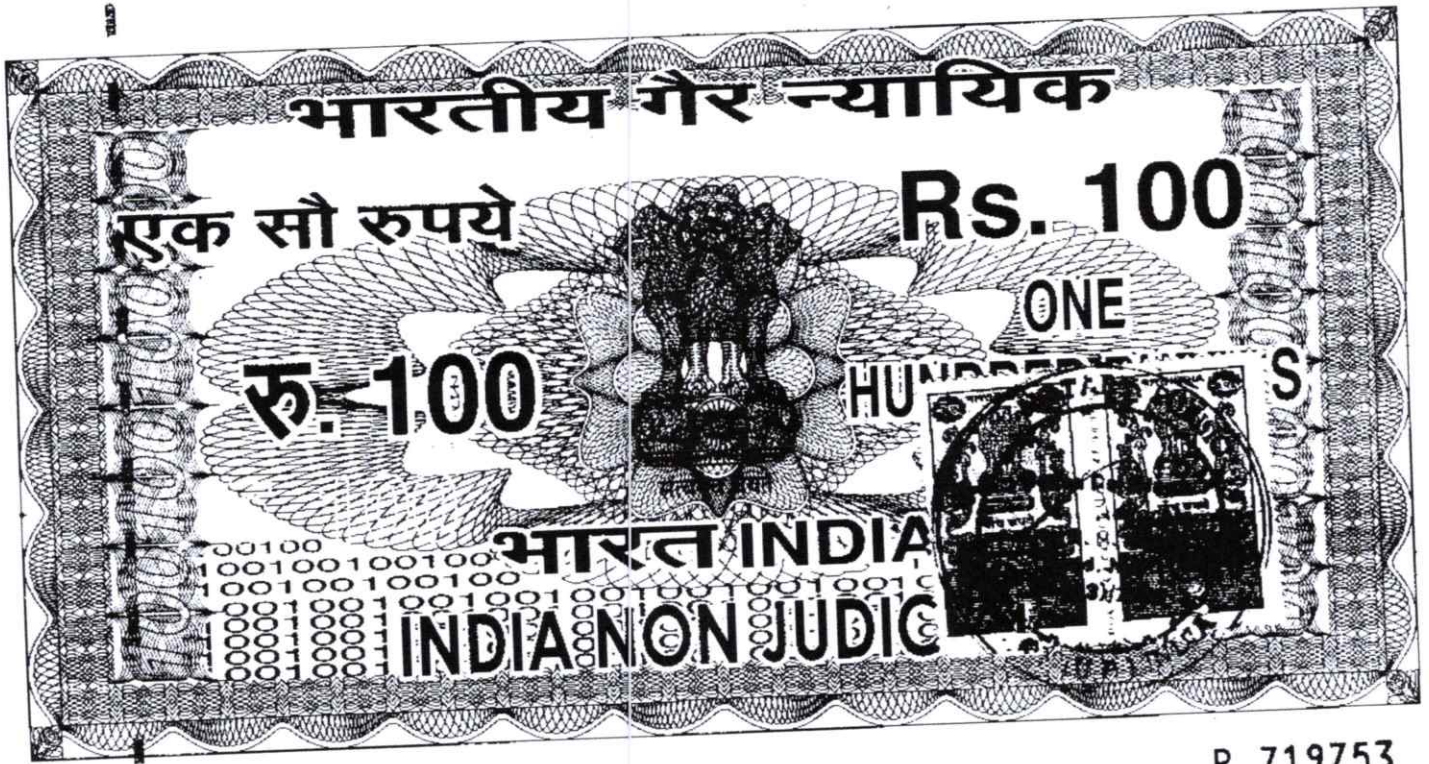
Assotech Syngrowth Abode LLP.



Designated Partner



Superintendent



R 719753

दिल्ली DELHI

LLP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at New Delhi this 24th Day of February, 2012.

BETWEEN

1. M/s Assotech Limited, a company registered under the Companies Act, 1956, having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - I, Delhi - 110091 through its Managing Director, Mr. Sanjeev Srivastva, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and
2. Mr. Sanjeev Srivastva, S/o Late Shri M P Srivastva, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY.
3. Mr. Rajiv Srivastva, S/o Late Shri M P Srivastva, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the THIRD PARTY.

(ALL THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the First Party is Body Corporate and shall be Managing Partner (hereinafter called as Managing Partner).

WHEREAS the Second Party is an individual and shall be Designated Partner (hereinafter called as Designated Partner).

WHEREAS the Third Party is an individual and shall be Designated Partner hereinafter called as Designated Partner).

for ASSOTECH LIMITED

Sanjeev SS
MANAGING DIRECTOR

Sanjeev
SS

Rajiv
RS



NOW all the partners are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation.

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

1. A Limited Liability Partnership shall be carried on in the name and style of **M/s. Sun Growth Urban Developers LLP**, hereinafter called as **LLP**.
2. The LLP shall have its registered office at **148-F, Pocket -IV, Mayur Vihar, Phase - I, Delhi - 110091** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. The Contribution of the LLP shall be Rs **1,00,00,000/- (Rupees One Crores only)** which shall be contributed by the partners in the following proportions.

First Party: 98% i.e. Rs 98,00,000/- (Rupees Ninety Eight Lacs only)

Second Party: 1% i.e. Rs 1,00,000/- (Rupees One Lac only)

Third Party: 1% i.e. Rs 1,00,000/- (Rupees One Lac only)

The further Contribution if any required by the LLP shall be brought by the partners in mutually agreed ratio.

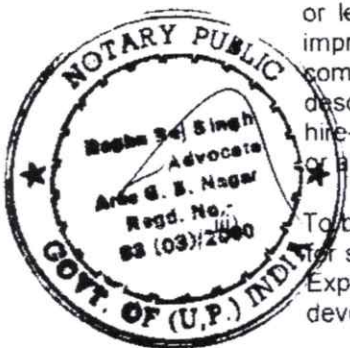
4. The LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partner.
5. All the Partners of the LLP are entitled to share profit and losses on the mutually agreed terms.
6. The LLP is entitled to take loan from its partners at a simple interest @12% per annum.
7. The business of the LLP shall be as follows:

i) To carry on the business as developers, promoters, colonizers, builders, town planners, designers, civil engineers, construction contractors for real-estate development of all kinds whether on freehold or leasehold properties, owned by the LLP or otherwise; sale and purchase of land and properties, plotted development and generally to deal in real estate business of all kind.

ii) To purchase, take on lease, hire, exchange, acquire, get assignment or other rights for land, buildings, properties and other immovable properties of any kind whether freehold or leasehold or Public Private Partnership (PPP) land and to build, develop, manage, improve, turn to account commercial buildings or complexes, residential houses or complexes, apartments, industrial buildings, colonies, townships or works of any description; pull down, enlarge, alter or improve existing structures and sell, outright or on hire- purchase, lease or otherwise dispose off such developments in full or in part; in India or abroad.

To build, set up, acquire, manage, sell, lease or hire in full or in parts, all kinds of estates for specific or general use of industry like IT Park, Biotech Park, Special Economic Zone, Export Processing Zones, general industrial estate, residential estates, commercial developments

iv) To own, construct, erect, build, fabricate execute, improve, administer, manage or control on its own or jointly with other parties all kinds of infrastructure projects, like bridges, flyovers, roads, highway, civic amenities and utilities like power and water works, hospitality project like hotels, resorts, theaters, multiplexes and amusement parks,



For ASSOTECH LIMITED

MANAGING DIRECTOR

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[Signature]

[Signature]

tramways, ropeways, runways, airports, embankments, canals, barrages, reservoirs, sewage works; on Build Own Operate, Build Operate transfer, Build Own Operate Transfer or any other appropriate terms or arrangement.

v) To buy distress assets.

And other ancillary business or any other business in any other manner as may be decided by the majority of Partners.

Admission of New Partner

8. No Person may be introduced as a new partner without the consent of the Managing Partner. Such incoming partner shall give his prior consent to act as Partner of the LLP.
9. The Contribution of the incoming partner shall be brought at the time of introduction to the LLP and the incoming partner shall bring **minimum contribution of Rs. 25,00,000/- (Rupees Twenty Five Lac) only.**
10. The Profit sharing ratio of the incoming partner will be on the mutually agreed terms decided by the existing partners of LLP.

Rights of Partner

11. Every partner has a right to have access to and to inspect and copy any books of account of the LLP.
12. Each of the partners hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.
13. LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.
14. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partnership as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

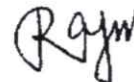
Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.

Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.

For ASSOTECH LIMITED


MANAGING DIRECTOR



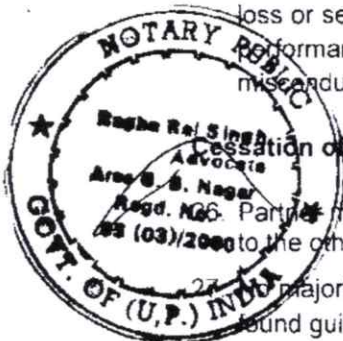




18. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
19. No partner shall without the written consent of the LLP,--
 - I. Employ any money, goods or effects of the LLP or pledge the credit.
 - II. Lend money or give credit on behalf of the LLP or have any dealings with any persons, company or firm. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
 - III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.

Duties of Designated Partner

20. The Authorised representative of First Party, Second Party and Third Party shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act 2008.
21. The Designated Partners shall be responsible for doing all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act 2008.
22. The Designated Partners shall be responsible and empowered to do all such acts, matters and things as are required to be done for carrying out the business of LLP including but not limited to design, develop and implement the business and strategic plan for LLP and also be responsible for both the day-to-day running of the company and developing business plans for the long term future of the LLP.
23. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
24. The LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
25. The LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.



- Cessation of existing Partners**
26. Partners may cease to be partner of the LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
 27. Majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business which is prejudicial to the interest of LLP.
 28. The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of LLP

29. LLP is not bound by anything done by a partner in dealing with a person if—
 - I. the partner in fact has no authority to act for the LLP in doing a particular act; and

For ASSOTECH LIMITED


 MANAGING DIRECTOR





- II. the person knows that he has no authority or does not know or believe him to be a partner of the LLP.

Miscellaneous Provisions

30. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
 - II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
31. The books of account of the LLP shall be kept at the registered office or any other place as mutually agreed by all the partners.
32. The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this LLP till 31st March of the subsequent year.
33. All disputes between the partners or between the Partner and the LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the
For and on behalf of
Sun Growth Urban Developers LLP

For ASSOTECH LIMITED

Sanjeev
MANAGING DIRECTOR

(SANJEEV SRIVASTVA)
Nominee Assotech Limited (Partner)

Sanjeev
(SANJEEV SRIVASTVA)
Partner (Managing Partner)

Rajiv
(RAJIV SRIVASTVA)
Partner (Designated Partner)



a) Signature: *Rakesh Sharma*

Name: RAKESH SHARMA

Address: A-113, Sector 30, Noida

b) Signature: *Neeraj Khare*

Name: NEERAJ KHARE

Address: 37-D, Super MIG

Sector - 93
Noida

ATTESTED
Raghuraj Singh
RAGHU RAJ SINGH
NOTARY Noida, G. B. Nagar (U.P.) India

2 MAR 2012



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BK 184355

Supplementary LLP AGREEMENT
(As per section 23(4) of LLP Act, 2008)

THIS supplementary LLP Agreement (Agreement) is made at Noida on this 4th December, 2017 by and

BETWEEN

1. M/s Assotech Limited a company registered under the Companies Act, 1956, having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - I, Delhi 110091 through its – nominee Mr. Rakesh Sharma. which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee. ("FIRST PARTY").
2. Mr. Sanjeev Srivastva, S/o Late Shri M P Srivastva, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee ("SECOND PARTY").



Sanjeev
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ASSOTECH LIMITED
A-12, Sec-24, Noida (U.P)



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3. Mr. Rajiv Srivastva, S/o Late Shri M P Srivastva, residing at A-60, Sector - 33 Noida. Uttar Pradesh - 201301 which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee, ("THIRD PARTY").

(FIRST PARTY and SECOND PARTY hereinafter collectively referred as existing partners or outgoing Partners).

4. M/s Assotech Sun Growth Abode LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act 2008 having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - 1, Delhi - 110091, which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee. ("FOURTH PARTY or LLP").

AND

5. M/s Prakash Residency Private Limited, a company registered under the Companies Act 1956 having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - 1, Delhi 110091, through its nominee Mr. Chandra Kishore Singh, which expression shall unless it be repugnant



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ASSOTECH LIMITED
A-12, Sec-24, Noida (U.P)

to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee and hereinafter called the ("FIFTH PARTY")

6. M/s Enakshi Holdings Private Limited, a company registered under the Companies Act, 1956, having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - 1, Delhi 110091 through its nominee Mr. Ashok Kumar, which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee and hereinafter called ("SIXTH PARTY").
7. Ms. Shivani Priyam, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee and hereinafter called ("SEVENTH PARTY").
8. Ms. Enakshi Priyam, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee and hereinafter called ("EIGHTH PARTY").

(FIFTH PARTY, SIXTH PARTY, SEVENTH PARTY and EIGHTH PARTY hereinafter collectively referred the as new partners).

WHEREAS

- a) The existing parties (First, second & Third Party) hereto have been carrying business in Limited Liability Partnership (herein referred as LLP) in the name M/s Assotech Sun Growth Abode LLP (Registration No. AAA-8036), erstwhile known as M/s Sun Growth Developers LLP, under the Limited Liability Partnership agreement dated 24th February, 2012.



The all above named Partners have agreed to contribute in LLP capital their respective shares as mentioned in clause 3 or amended by supplementary Deed from time to time and will devote the whole attention to the partnership business as mentioned in clause 23 of the original agreement.

1. *[Signature]*
2. *[Signature]*
3. *[Signature]*
4. *[Signature]*
5. *[Signature]*
6. *[Signature]*
7. *[Signature]*
8. *[Signature]*


- c) The out of the three existing partners, two have paid their respective contribution partly, while third party of this agreement did not pay any contribution.
- d) The existing partners except Mr. Rajiv Srivastva are neither willing to contribute their remaining obligation in the LLP nor to continue as partners in the LLP.
- e) The New partners of this agreement have given individually or through its representative their consent to become a partner and designated Partner in the LLP and ready to contribute respective obligation in the LLP.
- f) It is now proposed to execute this supplementary Deed to record the terms and conditions of such retirement and new arrangement.

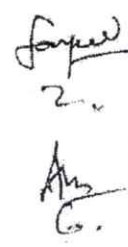
Now therefore it is agreed that:

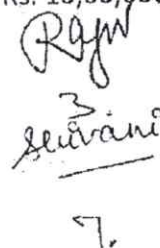
1. This agreement is supplemental to the LLP Agreement dated 24th Feb, 2012 and Supplementary LLP Agreement 22nd Sept, 2014 made and executed between the Existing Partners.
2. THAT from the date thereof, the said New Partners shall become the partners and Existing Partners shall cease/retire to be the partners in FOURTH PARTY subject to the terms and conditions of this LLP Agreement except in so far the same are varied by this agreement.
3. That the Existing Partners except Mr. Rajiv Srivastva as well as the New Partners agree to reduce the total obligation of contribution of the LLP to 4,00,00,000/- (Rupees Four Crore Only) from 50,00,00,000/- (Rupees Fifty Crore Only) and clause 3 of the LLP agreement dated 24th day of February, 2012 as amended by supplementary agreement dated 22nd day of September, 2014 shall stand replaced as follows:-

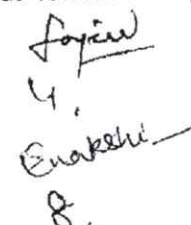
Pranshu Residency Pvt. Ltd.	: 35% i.e.	Rs 1,40,00,000/- (Rupees One Crore Forty Lacs only)
Enakshi Holdings Pvt. Ltd.	: 35% i.e.	Rs 1,40,00,000/- (Rupees One Crore Forty Lacs only)
Shivani Priyam	: 15% i.e.	Rs 60,00,000/- (Rupees Sixty Lacs only)
Enakshi Priyam	: 12.5% i.e.	Rs 50,00,000/- (Rupees Fifty Lacs only)
Rajiv Srivastva	: 2.5% i.e.	Rs. 10,00,000/- (Rupees Ten Lacs Only)

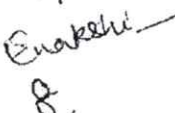


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4. THAT The FIRST PARTY, M/s Assotech Limited agrees that as a result of accounts being taken over, a sum of Rs. 33,22,10,467/- (Rupees Thirty Three Crore Twenty Two Lacs Ten Thousand Four Hundred Sixty Seven Only) is due and payable in lieu of its contribution and it has no other claim.
5. That the FIRST PARTY on account of retirement agree to convert its contribution, as unsecured loan to the extent of Rs. 33,22,10,467/- (Rupees Thirty Three Crore Twenty Two Lacs Ten Thousand Four Hundred Sixty Seven Only) as on 31-03-2017 and charge interest on such loan at the rate of 9.00% per annum and FOURTH PARTY agree to make similar treatment in its books of accounts and pay the interest to the FIRST PARTY. The interest shall be paid monthly. That the FOURTH PARTY agrees to repay the unsecured loan provided by the FIRST PARTY in two years.
6. THAT the SECOND PARTY, Mr. Sanjeev Srivastva agrees that as a result of accounts being taken a sum of Rs. 40,03,350/- (Rupees Forty Lacs Three Thousand Three Hundred and Fifty Only) is due and payable in lieu of its contribution and it has no other claim.
7. The SECOND PARTY, Mr. Sanjeev Srivastva expressed his willingness to gift his total contribution of Rs. 40,03,350/- (Rupees Forty Lacs Three Thousand Three Hundred and Fifty Only) to his daughters. He is ready to gift Rs. 20,01,675/- (Rupees Twenty Lacs One Thousand Six Hundred and Seventy Fifty Only) and Rs. 20,01,675/- (Rupees Twenty Lacs One Thousand Six Hundred and Seventy Fifty Only) to SEVENTH PARTY, Ms. Shivani Priyam and EIGHTH PARTY, Ms. Enakshi Priyam, respectively.
8. THAT the new profit sharing ratio shall be in the proportion of total obligation of contribution undertaken by the new partners.
9. THAT the clause 6 to the LLP Principle Agreement date 24th Feb, 2012 is hereby replaced with the following new clause : The LLP is entitled to take a loan from its partner at a simple interest at the rate of 9% p.a.



1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

5. *[Signature]*

6. *[Signature]*

7. *[Signature]*

8. *[Signature]*

10. THAT FIFTH PARTY, M/s Pranshu Residency Pvt. Ltd. appoints Mr. Chandra Kishore Singh as its Nominee in the FOURTH PARTY.
11. THAT SIXTH PARTY, M/s Enakshi Holdings Pvt. Ltd appoints Mr. Ashok Kumar as its Nominee in the FOURTH PARTY.
12. THAT SEVENTH PARTY, Ms. Shivani Priyam and EIGHTH PARTY, Ms. Enakshi Priyam are individuals and express their willingness to become designated partners in the FOURTH PARTY.
13. THAT the partners shall be entitled to share the profits and bear the losses of the LLP in proportion to their respective contribution in the LLP.
14. THAT the existing partners do hereby retire and shall be deemed to have retired from the LLP as from the date of signing this supplementary agreement.
15. THAT as from the said date the new partners have been and will be entitled to continue to carry on the said business as limited liability partnership as may be agreed upon between them.
16. THAT it is declared that except as hereinafter provided the existing partners shall not have and hereby release all their obligations, rights, title and interest in the business of the LLP, their assets including goodwill, all licenses and permits held by the LLP, its outstanding dues and receivables, and outstanding contracts, that the same shall belong to the Continuing Partners except to the extent otherwise provided in this agreement.
17. THAT the retirement of the existing Partner shall be notified to the Registrar of Companies and the existing Partners agree to sign application etc, required for this purpose.



18. Except as modified by this agreement, the LLP Agreement of date, 24th Feb 2012 and Supplementary LLP Agreement 22nd Sept, 2014 or any other supplementary agreement if any shall hereafter be read and construed as if the same had been executed by the Existing Partners and New Partner hereto.

1. *[Signature]*
 2. *[Signature]*
 3. *[Signature]*
 4. *[Signature]*
 5. *[Signature]*
 6. *[Signature]*
 7. *[Signature]*
 8. *[Signature]*

19. IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the
For and on behalf of

[Handwritten Signature]

1. (RAKESH SHARMA)
Nominee, (Assotech Limited)

[Handwritten Signature]

2. (SANJEEV SRIVASTVA)
Designated Partner

[Handwritten Signature]

3. (RAJIV SRIVASTVA)
Designated Partner

[Handwritten Signature]

4. SANJEEV SRIVASTVA
Assotech Sun Growth Abode LLP
Designated Partner

[Handwritten Signature]

5. (CHANDRA KISHORE SINGH)
Nominee, (Pranshu Residency Pvt. Ltd.)

[Handwritten Signature]

6. (ASHOK KUMAR)
Nominee, (Enakshi Holdings Pvt. Ltd.)

[Handwritten Signature]

7. (SHIVANI PRIYAM)
Designated Partner

[Handwritten Signature]

8. (ENAKSHI PRIYAM)
Designated Partner



Witness :-

Signature: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Address: *[Handwritten Address]*

Signature: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Address: *[Handwritten Address]*

ATTESTED

[Handwritten Signature]
Notary Advocate
Ghaziabad
Regn. 13416



उत्तर प्रदेश UTTAR PRADESH

EG 541435

Form part of Agreement



1. *[Signature]*

2. *[Signature]*

3. Shivani

4. Enakshi

5. Rajw

6. Shivani

प्लान क्रमांक का प्रयोग
प्लान केता का नाम व पूरा पता

161

12/03/18

ई संभारण/मूल्य
अति

60
पानी स्टाम्प विक्रेता
अवधि 31/3/9

Pravara Rensidency P.M. 12.

Shrawati Prinjani
Ar. 60 Sec 2/3 No. 101



उत्तर प्रदेश UTTAR PRADESH

EG 541434

Forming part of agreement



1. *[Signature]*
4. *Enakshi*

2. *[Signature]*
S. Ray

3. *shivani*
C. shivani

आपके विवरण को प्रदर्शित करने के लिए
आपके बैंक का नाम व पता
आपके बैंक का नाम व पता
आपके बैंक का नाम व पता

160

12/03/18

आपके बैंक का नाम व पता

आपके बैंक का नाम व पता

आपके बैंक का नाम व पता

Pranika Keshava
Mata. C. K.

Shrawan Prvanie

A-60, Sec 33 Noida


Supplementary LLP AGREEMENT
(As per section 23(4) of LLP Act, 2008)

THIS supplementary LLP Agreement (Agreement) is made at Noida on this 24th March, 2018 by and

BETWEEN

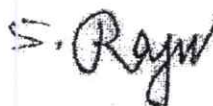
1. M/s Pranshu Residency Private Limited, a company registered under the Companies Act, 1956, having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - I, Delhi 110091 through its nominee Mr. Chandra Kishore Singh, which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee and hereinafter called the ("FIRST PARTY").
 2. M/s Enakshi Holdings Private Limited, a company registered under the Companies Act, 1956, having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - I, Delhi 110091 through its nominee Mr. Ashok Kumar, which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee and hereinafter called ("SECOND PARTY").
 3. Ms. Shivani Priyam, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee and hereinafter called ("THIRD PARTY").
 4. Ms. Enakshi Priyam, residing at A-60, Sector - 33, Noida, Uttar Pradesh - 201301 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee and hereinafter called ("FOURTH PARTY").
- (FIRST PARTY, SECOND PARTY, THIRD PARTY and FOURTH PARTY hereinafter collectively referred to as "Continuing partners").
5. Mr. Rajiv Srivastva, S/o Late Shri M P Srivastva, residing at A-60, Sector-33 Noida, Uttar Pradesh-201301 which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignee. ("FIFTH PARTY" hereinafter referred as "Outgoing Partner").

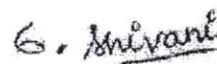


1. 
4. Enakshi

2. 

3. 

5. 

6. 

AND


6. M/s Assotech Sun Growth Abode LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act 2008 having its registered office at 148-F, Pocket -IV, Mayur Vihar, Phase - 1, Delhi - 110091, which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors nominees and permitted assignee. ("SIXTH PARTY or LLP").

WHEREAS

- a) The existing parties (First, second, third, fourth & fifth party) hereto have been carrying business in Limited Liability Partnership (herein referred as LLP) in the name M/s Assotech Sun Growth Abode LLP (Registration No. AAA-8036), erstwhile known as M/s Sun Growth Urban Developers LLP, under the original Limited Liability Partnership agreement dated 24th February, 2012 as amended from time to time.
- b) The all above named Partners have agreed to contribute in LLP capital their respective shares as mentioned in clause 3 or amended by supplementary Deed from time to time and will devote the whole attention to the partnership business as mentioned in clause 23 of the original agreement.
- c) The Continuing partners have agreed to pay their respective contribution, while Outgoing Partner of this agreement did not pay any contribution.
- d) The Outgoing Partner is not willing to discharge his respective obligation mentioned in clause 5 and other clause of the original agreement. Partner is not willing to stay on his association to the LLP and tendered their resignation as a designated partner.
- e) The Fourth party to this agreement, Ms. Enakshi Priyam, is ready to contribute the obligation of Outgoing Partner and ready to put herself at the place of outgoing partner.
- f) It is now proposed to execute this supplementary Deed to record the terms and conditions of such retirement and new arrangement.

Now therefore it is agreed that:



1. 
4. Enakshi

2. 

5. Raju

3. Shivani Page 4 of 6


6. Shivani


1. This agreement is supplemental to the LLP Agreement dated 24th Feb, 2012, as amended from time to time.
2. That the Outgoing Partner has agreed to be ceased as Partner and Designated Partner of the LLP from the 24th day of March, 2018 and be bound by all the terms and conditions of this agreement.
3. That as from the said date the Continuing Partners have been and will be entitled to continue to carry on the said business as limited liability partnership as may be agreed upon between them.
4. That Fourth party to this agreement, Ms. Enakshi Priyam, is ready to contribute and take over the obligation of Outgoing Partner and ready to put herself at the place of outgoing partner.
5. That it is declared that except as hereinafter provided the Outgoing Partner hereby releases all his shares, rights, title and interest in the business of the LLP in favour of one of the Continuing Partners, Ms. Enakshi Priyam.
6. That clause 3 of the LLP agreement dated 24th day of February, 2012 as amended by supplementary agreement dated 22nd day of September, 2014 thereafter by supplementary agreement dated 4th day of December, 2017 shall stand replaced as follows:-

Pranshu Residency Pvt. Ltd.	: 35%	i.e.	Rs 1,40,00,000/- (Rupees One Crore Forty Lacs only)
Balakshi Holdings Pvt. Ltd.	: 35%	i.e.	Rs 1,40,00,000/- (Rupees One Crore Forty Lacs only)
Shivani Priyam	: 15%	i.e.	Rs 60,00,000/- (Rupees Sixty Lacs only)
Enakshi Priyam	: 15%	i.e.	Rs 60,00,000/- (Rupees Sixty Lacs only)

7. THAT the new profit sharing ratio shall be in the proportion of total obligation of contribution undertaken by the Continuing Partners.
8. THAT the Outgoing partner hereby retire and shall be deemed to have retired from the LLP as from the date of signing this supplementary agreement.
9. THAT as from the said date the new partners have been and will be entitled to continue to carry on the said business as limited liability partnership as may be agreed upon between them.




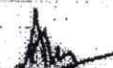




1. 
4. Enakshi

2. 
5. Raju

3. Shivani
6. Shivani


10. THAT the retirement of the Outgoing Partner shall be notified to the Registrar of Companies and the Continuing Partners agree to sign application etc, required for this purpose.
11. Except as modified by this agreement, the LLP Agreement of date, 24th Feb 2012 and Supplementary LLP Agreements shall hereafter be read and construed as if the same had been executed by the Continuing Partners hereto.
12. IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the
For and on behalf of

1. 
(CHANDRA KISHORE SINGH)
Nominee & Partner, Pranshu Residency Pvt. Ltd.
2. 
(ASHOK KUMAR)
Nominee & Partner, Enakshi Holdings Pvt. Ltd.
3. 
(SHIVANI PRIYAM)
Designated Partner
4. 
(ENAKSHI PRIYAM)
Designated Partner
5. 
(RAJIV SRIVASTAVA)
Designated Partner (Outgoing Partner)
6. 
(SHIVANI PRIYAM)
For and On behalf of
(Assotech Sun Growth Abode LLP)

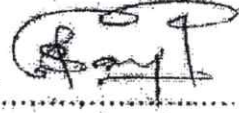


Witness :-

Signature: 

Name: Rajiv Srivastava

Address: See 22, Noida


Signature: 

Name: Mukul Kumar

Address: 2046/4A, Vasundhara

Gzb, (U.P.)

ATTESTED


Notary Public Noida
Gautam Buda Nager (LLP)

Page 6 of 6

2. 

5. Rajiv

3. Shivani

6. Shivani

4. Enakshi



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

नामांकन क्रमांक / Enrollment No.: 0000/00282/05697

To
शशि भूसन मिश्र
Shashi Bhusan Mishra
C/O,
Flat No - 503, 5th Floor, Brundaban Plaza, Unit - 6
Infront Of Ganganagar Durga Mandap Ganganagar, Unit
- 6
Bhubaneswar G.P.O.
Bhubaneswar G.p
Khorda

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आपका आधार क्रमांक / Your Aadhaar No. :

8283 9130 9052

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



शशि भूसन मिश्र
Shashi Bhusan Mishra
जन्म तिथि / DOB : 10/10/1979
पुरुष / MALE



8283 9130 9052

मेरा आधार, मेरी पहचान



Attested Aadhar No. & Photograph of Mr. Shashi
Bhusan Mishra
For Assotech Sungrowth Abode LLP

Shashi

Authorised Signatory

Attested Aadhar No. & Photograph of
Mr. Shashi. Bhusan Mishra
For Assotech Sungrowth Abode LLP

Shivani

Authorised Signatory