



This "DEED OF PARTNERSHIP" made this Twenty seventh day of December in
 उत्तर प्रदेश UTTAR PRADESH the year Two thousand thirteen at Allahabad. BU 494494

BY AND AMONGST

Pradeep Kumar Kanodia son of Late Rajendra Prasad Kanodia aged about 55 years resident of No. 1, Lukerganj, Allahabad, hereinafter called the Party No. 1;

Sunil Kumar Kanodia son of Late Rajendra Prasad Kanodia aged about 53 years resident of No. 1, Lukerganj, Allahabad, hereinafter called the Party No. 2;

Puneet Kanodia son of Late Rajendra Prasad Kanodia aged about 46 years resident of No. 1, Lukerganj, Allahabad, hereinafter called the Party No. 3;

Ravi Kumar Kanodia son of Late Rajendra Prasad Kanodia aged about 50 years resident of No. 1, Lukerganj, Allahabad, hereinafter called the Party No. 4;

Anuj Kumar Kanodia son of Late Rajendra Prasad Kanodia aged about 44 years resident of No. 1, Lukerganj, Allahabad, hereinafter called the Party No. 5;

AND

Allahabad Milling Company Pvt. Ltd., a company registered under the Companies Act, 1956, having its registered office at No. 1, Lukerganj, Allahabad, through its director Sri Pradeep Kumar Kanodia and Sri Sunil Kumar Kanodia, hereinafter called the Party No. 6.

For Allahabad Milling Company Pvt. Ltd.
 Director

For Allahabad Milling Company Pvt. Ltd.
 Director

(Signatures of Pradeep Kumar Kanodia and Sunil Kumar Kanodia)

(Signature of Sri Pradeep Kumar Kanodia)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

22 MAR 2011

इलाहाबाद VEN

(2)

WHEREAS aforesaid Allahabad Milling Company Pvt. Ltd., the Party No. 6, hereto is the absolute and exclusive owner of the freehold plot of land and building bearing municipal number 13/14 and part of 7/7 Leader Road, Allahabad, situated at No. 1, Lukerganj, Allahabad.

WHEREAS the aforesaid Allahabad Milling Company Pvt. Ltd., the Party No. 6 hereto has decided and passed the resolution to carry out the business of construction and development of multistoried residential complex and villas over their aforesaid plot of land situated at No. 1; Lukerganj, Allahabad which has been fully described at the end of this deed and also shown in the plan annexed to this deed of partnership by Red Lines, in partnership.

WHEREAS aforesaid Pradeep Kumar Kanodia, Sunil Kumar Kanodia, Puneet Kanodia, Ravi Kumar Kanodia, Anuj Kumar Kanodia and Allahabad Milling Company Pvt. Ltd. through its director Sri Pradeep Kumar Kanodia and Sri Sunil Kumar Kanodia, the Parties No. 1, 2, 3, 4, 5 and 6 respectively has discussed and agreed to form a partnership under the name and style as "Vivanta Developer" for the purpose of carrying out the business of development and construction of multi-storied residential complex and villas on the aforesaid plot of land.

[Handwritten signatures]

[Handwritten signatures]

[Handwritten signature]

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

22 MAR 2011

उत्तर प्रदेश UTTAR PRADESH

BU 494496

Director
Allahabad Milling Company Pvt. Ltd.

WHEREAS in consequence of the aforesaid agreement, it has been considered necessary to execute a deed of partnership witnessing the term and conditions on which the partnership has been formed and same is to continue on and from 27th December 2013.

NOW THIS DEED WITNESSTH AND THE PARTIES HERETO AGREE AS UNDER :

The partnership formed by Pradeep Kumar Kanodia, Sunil Kumar Kanodia, Puneet Kanodia, Ravi Kumar Kanodia, Anuj Kumar Kanodia and Allahabad Milling Company Pvt. Ltd., the Parties No. 1,2,3,4,5 and 6 respectively hereto under the name and style of "Vivanta Developer" has come into existence with effect from 27th December 2013.

Director

The name of the firm is and shall be "Vivanta Developer" and the partnership business shall accordingly be carried under the said name and style. The partners may, however, change the name of the partnership firm and / or can carry on business with such modification / substitution in the firm's name as may be mutually decided by them from time to time.

[Handwritten signatures]

[Handwritten signatures]

[Large handwritten signature]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

22 MAR 2011

भारत INDIA
INDIA NON JUDICIAL

(4)

उत्तर प्रदेश UTTAR PRADESH

BU 494497

Director
of Allahabad Milling Company Pvt. Ltd.

The principal place of business is and shall be at No. 1, Lukerganj, Allahabad.

The same can, however, be supplemented and / or succeeded by such other place or places of partnership business or businesses, depot(s) and / or branch(es) to be known by any name or designation as may be opened, maintained or established by mutual consent of the partners.

The business of the firm is and shall be construction and development of multistoried residential complex and villas on the Plot No. 13/14 and part of 7/7 Leader Road, Allahabad and to carry on such other activities as are allied or incidental to said business.

Director
of Allahabad Milling Company Pvt. Ltd.

5. The finance and capital required for the purpose carrying the partnership business i.e. for construction and development of multistoried residential complex and villas shall be arranged and contributed by Pradeep Kumar Kanodia, Sunil Kumar Kanodia, Puneet Kanodia, Ravi Kumar Kanodia, Anuj Kumar Kanodia, the Parties No. 1,2,3,4 and 5 hereto in their profit sharing ratio. However the Allahabad Milling Company Pvt. Ltd., Party No. 6 hereto shall contribute their plot of land area measuring 11418 square yard as fully described at the end of this deed and also shown in the Plan annexed with this deed of partnership by red line, shall contribute as their share of capital contribution to the partnership firm. The value of plot of land contributed as capital contribution shall be credited to their capital account @ Rs. 1000/- per square yard.

Pradeep Kanodia
Sunil Kanodia
Puneet Kanodia

Puneet Kanodia
Anuj Kanodia

Pradeep Kanodia



(5)

उत्तर प्रदेश UTTAR PRADESH

BU 494498

Director
 for Allahabad Milling Company Pvt. Ltd.

7 The partnership shall be the period of construction and completion of the entire project of construction of multistoried residential complex and villas on the aforesaid plot of land area measuring 11418 square yard. However, the duration of the partnership may be extended for such further period as may be mutually agreed by the partners.

8 The partnership shall not be terminated before the expiry of the period as mentioned in clause No. 6 hereinafore. In case of insolvency or death of any partner(s) the remaining / surviving partners shall carry on the business with such change or changes as he/they may decide and he/they may operate bank accounts and receive payments in respect of the partnership funds etc. The heirs of the deceased partner shall be entitled for the share of the deceased.

9 The multistoried complex shall be used by the firm and their assignees, successors, legal representatives, executors, nominees and transferees for residential purpose. The character of the usages shall not be changed in future.

10 The firm shall keep and maintain books of accounts of all dealings and transactions as per law and custom and the same shall be closed on 31st March, each year.

[Signature] [Signature] Present Kaur [Signature]
 [Signature] [Signature]

Director

[Signature] [Signature]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

22 MAR 2011

उत्तर प्रदेश UTTAR PRADESH

BU 494499

Pradeep Kumar Kanodia, Sunil Kumar Kanodia, Puneet Kanodia, Ravi Kumar Kanodia, Anuj Kumar Kanodia, the Parties No. 1,2,3,4 and 5 hereto shall be treated as 'working partners' of the firm and in that capacity they shall have, without prejudices to the rights and duties of other partners, the rights-

Director

(a) to open any bank account or bank accounts in any bank or banks in the name of the firm including Current Account, Cash Credit Account etc. and to operate all such accounts whenever thought necessary or fit to close all or any of such accounts;

(b) to carry on, manage, conduct or supervise the business of the firm and to such other acts that are incidental to it and necessary for the purposes;

(c) to demand, receive, accept, exercise or utilise and claim, things, privileges, licenses or any object to which the firm is entitled and to make and give receipts release and other discharges for moneys payable to the firm and for any claim and demand of the firm;

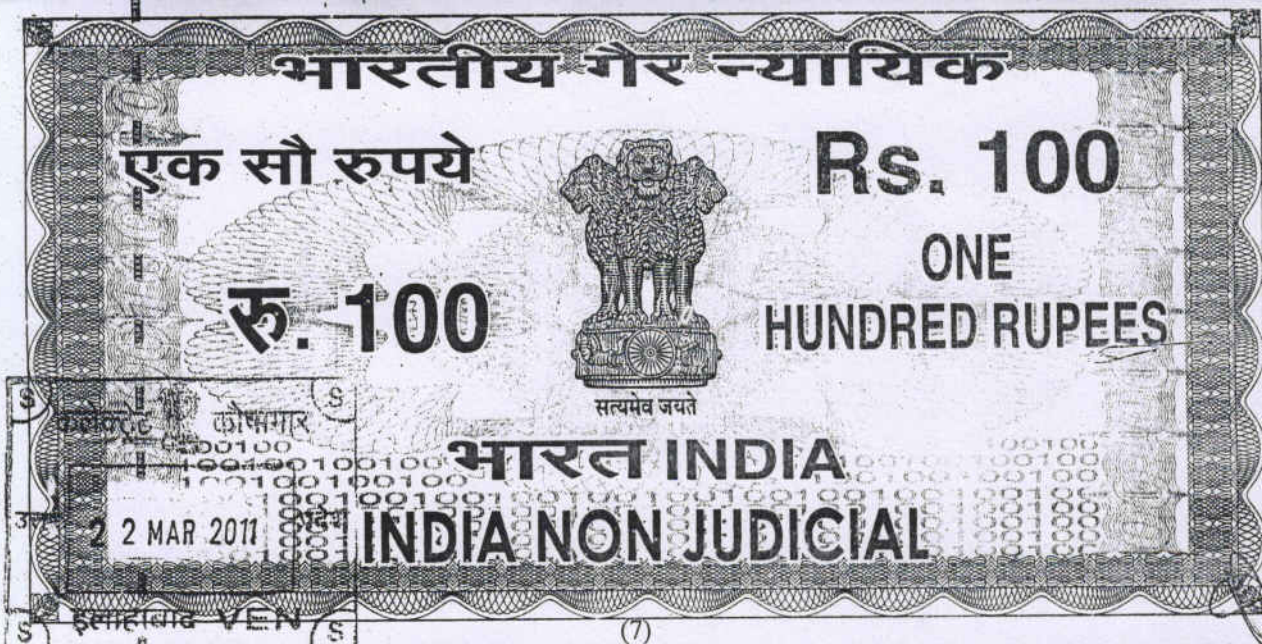
(d) to appear before all courts of law, Income-tax Authorities, Sales-tax Authorities, Local bodies, Central Excise Authorities, Authorities constituted under the Motor Vehicles Act and other Government / Semi-Government Authorities to represent the firm in any matter or business concerning the aforesaid firm;

Handwritten signatures of directors

Handwritten signature of Pradeep Kumar Kanodia

Large handwritten signature at the bottom

Director



उत्तर प्रदेश (U) **UTTAR PRADESH** to sign, subscribe and verify all plaints, written statements, pleadings, applications, affidavits, execution application, vakalatnamas and other papers and documents that may be necessary in connection with any suit or any other legal proceedings pending before any court of law and Taxation Authorities, Income-tax Authorities under the Local Bodies Act;

For Allahabad Milling Company Pvt. Ltd.
 Director

(f) to delegate all or any of the powers hereby given to any person or persons either specially or generally and for such periods as may be thought necessary and to execute powers of attorney in favour of person or persons and whenever thought fit to cancel or revoke all or any of such powers, and all such acts, deeds and things done by him lawfully shall be considered as acts, deeds and things done by the firm.

For Allahabad Milling Company Pvt. Ltd.
 Director

11. The Profit / Losses of the firm as determined after charging all the expenses of the business and depreciation on assets, etc. shall be allocated amongst / born by the partners in the following ratio:-

Serial No.	Name of the partners	Share in Profit / Loss
1.	Pradeep Kumar Kanodia	18.00%
2.	Sunil Kumar Kanodia	18.00%
3.	Puneet Kanodia	20.00%
4.	Ravi Kumar Kanodia	10.00%
5.	Anuj Kumar Kanodia	22.00%
6.	Allahabad Milling Company Pvt. Ltd.	12.00%

[Handwritten signatures of Pradeep Kumar Kanodia, Sunil Kumar Kanodia, Puneet Kanodia, Ravi Kumar Kanodia, Anuj Kumar Kanodia, and Allahabad Milling Company Pvt. Ltd.]

[Large handwritten signature]

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

(8)

उत्तर प्रदेश UTAR PRADESH

AF 616134

12. It is further clarified that the "Partnership Property" for all intents and purposes shall consist of all assets, movable / immovable properties including the buildings, furniture, fixtures and fittings, stock effects, rights, license, permits, firm's name and goodwill, telephone, electricity connections and actionable claims etc. and/or any rights, title or interest in such property as introduced initially in the partnership by the partners as their capital contribution or resulting here from with the formation of partnership or as may come to be acquired or possessed or as may be created by acts of any one or more or all the parties during the course of carrying on the partnership business for the time being in the firm, shall always belong to and vest in the continuing partners and the outgoing partner and the outgoing partners and /or their representative shall not have any interest or right or claim in such "Partnership Property" on his/their retirement or death.

13. No partner shall, without the consent of other partners, be entitled or authorised to:

- Compromise or relinquish any claim or debt due to the partnership, either in full or in part; or
- admit or undertake any liability for or on account of partnership except in the ordinary course of its business; or
- mortgage, charge, assign or otherwise dispose of or deal with his share or right, title or interest in the partnership or its assets; or

[Handwritten signatures]

[Handwritten signature: Muneer Karim]
[Handwritten signature: Chaw]

[Large handwritten signature]

(d) borrow any money for or on account of the partnership or charge or encumber any of its assets or pledge its credit except in the ordinary course of the business; or

(e) give any security or promise for payment or any moneys on account of the partnership in due and ordinary course of the business.

14. The firm can give the power of attorney to any person or persons for any special or general work of the firm and any act done bonafide and within the terms of the power of attorney shall be binding on the firm.

15. In case of assignment of interest in partnership by any of the partner, the assignee shall be entitled to get his share of profit / claim in the value of assets in the firm. In any case the assignee shall not be entitled to claim the partnership in the firm.

16. The partnership shall be governed by the provisions of the Partnership Act and the Rules made there under from time to time, except to the extent provided hereinfore.

17. Any term(s) of the partnership provided herein may be amended, varied and / or clarified by a regular addendum on a regular stamp paper or by a resolution in writing signed by all the parties hereto without executing fresh deed of partnership. Any such resolution or addendum signed by all the parties hereto shall be considered a part of this Partnership Deed and shall be binding on the parties concerned.

18. In case of any difference or dispute amongst the parties in relation to the parties firm and / or its business which they are not able to settle mutually the same shall be referred to Arbitration. Shri Subodh Prahadka and Shri S. K. Jaiswal shall be the arbitrators.

[Handwritten signatures]
Sano di
Sano di
Sano di

[Handwritten signatures]
Succent Kanno di
Chano di

[Handwritten signatures]
Sano di Sano di

For Allahabad Milk Company Pvt. Ltd.
Director

IN WITNESS WHEREOF THE PARTIES HERETO have put their hands on this Deed of Partnership on this Twenty seventh day of December in the year Two thousand thirteen at Allahabad.

WITNESSES:

1. *[Signature]*
(Sanjeev Kanodia)
1, Lukerganj,
Allahabad - 1

2. *[Signature]*
SASMIT KANODIA
1, Lukerganj, Allahabad

[Signature]
1. Pradeep Kumar Kanodia

[Signature]
2. Sunil Kumar Kanodia

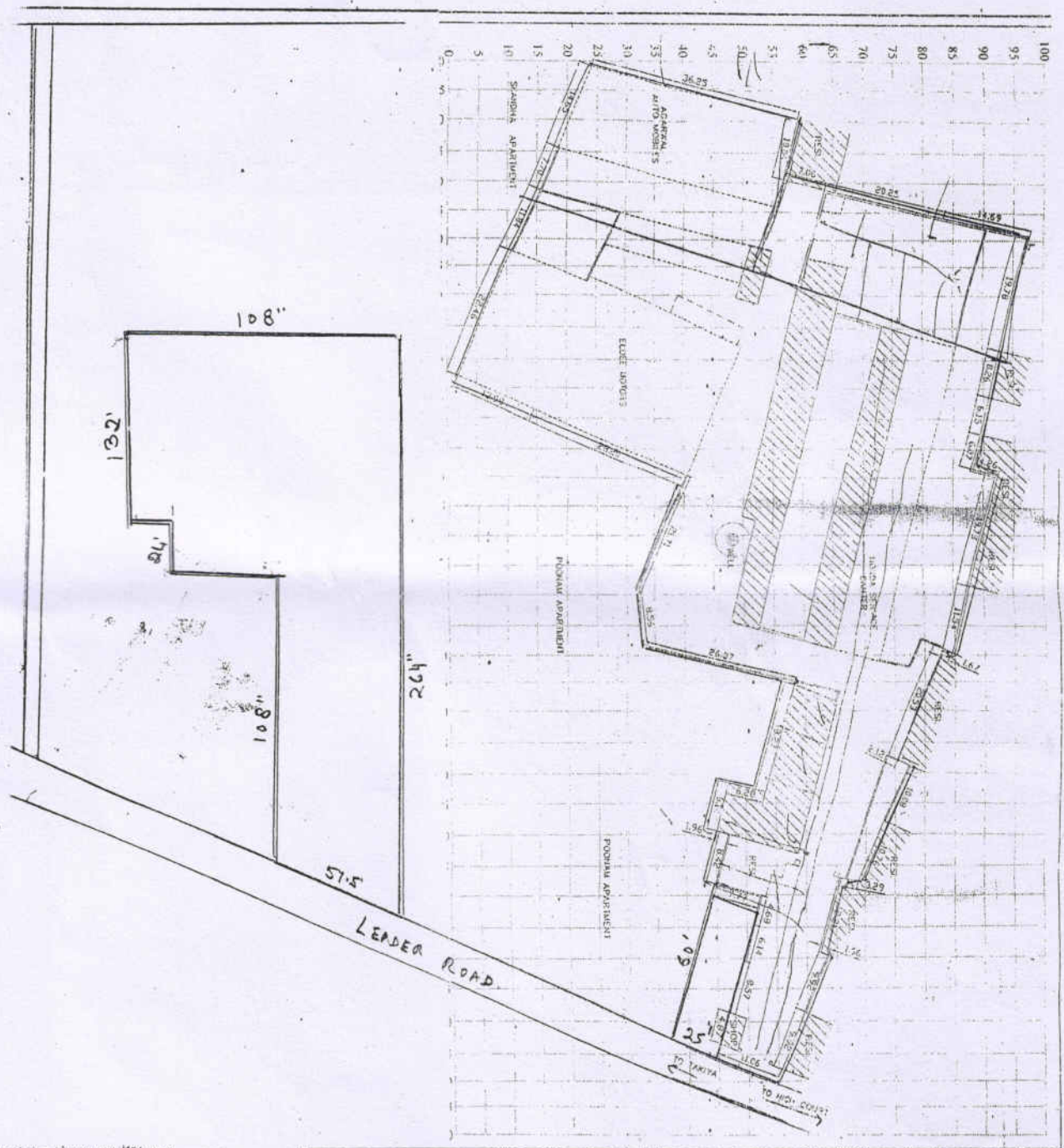
[Signature]
3. Puneet Kanodia

[Signature]
4. Ravi Kumar Kanodia

[Signature]
5. Anuj Kumar Kanodia

6. For Allahabad Milling Company Pvt. Ltd. Milling Company Pvt. Ltd.
[Signature] *[Signature]*
(Pradeep Kumar Kanodia) (Sunil Kumar Kanodia) Directors
(Director) (Director)

[Signature] *[Signature]*



For Allahabad Milling Company Pvt. Ltd.
 Director
 or Allahabad Milling Company Pvt. Ltd.
 Director

Sanjit Kumar
Sanjit Kumar
Sanjit Kumar

Sanjit Kumar