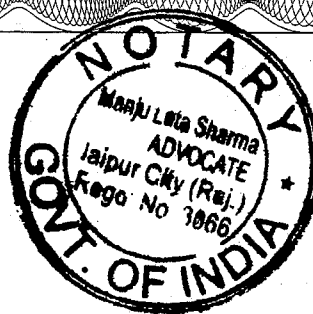




राजस्थान RAJASTHAN

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LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("LLP Agreement") is made and entered into as on the Eleventh day of December Two Thousand Fourteen (11.12.2014) by and among:

MR. VIVEK JAIN son of Late Sh. Naresh Chand Jain aged 47 years residing at C-49, Priyadarshi Marg, Tilak Nagar, Jaipur, Rajasthan, hereinafter referred to as ("**VIVEK**") (which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors in interests and permitted assignees) of the **FIRST PART**;

AND

MR. ASHUTOSH PALIWAL son of Mr. Sudhir Paliwal, aged 29 years, residing at D-404, Pearl Green Acres, Paliwal Gardens, Shree Gopal Nagar, Gopalpura Bypass, Jaipur, Rajasthan, hereinafter referred to as ("**ASHUTOSH**") (which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors in interests and permitted assignees) of the **SECOND PART**;

For SPYTECH REALTORS PVT LTD.

Ashutosh Paliwal

Ashutosh Paliwal
DIRECTOR

[Signature]

For Spytech Buildcon Pvt. Ltd.

ATTESTED

[Signature]
NOTARY PUBLIC 15 DEC 2014
JAIPUR

[Signature]
Director

10 DEC 2014

क्रमांक 7523 दिनांक

मुद्राक का मूल्य 500/-
केता का नाम श्री कल्याण कल्याण ल.प.

पिता/पति का नाम श्री गीताजी कल्याण कल्याण ल.प. दुर्गापुर ज.म.

निवास स्थान
मुद्रांक खरीदने का आशय तथा सम्बन्धित कार्य
का मूल्यांकन प्रा.प.ल. वि.प. ल.प.

विनोद कुमार गुप्ता
स्टॉम्प विक्रेता क्र. 55/99-10
A. म. वि. (राज.)
Mob. No. : 9928300939

10 DEC 2014

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AND

MR. PRAVEEN JAIN son of Mr. Gulab Chand Jain aged 51 Years residing at 602, Pearl Pleasure, B-134 Rajendra Marg, Bapu Nagar, Jaipur, Rajasthan, hereinafter referred to as ("**PRAVEEN**") (which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors in interests and permitted assignees) of the **THIRD PART**.

AND

SPYTECH REALTORS PRIVATE LIMITED, a company registered under the Companies Act, 1956, having its registered office at 501, "GEETANSH" Class of Pearl, K-48, 49 Income Tax Colony, Tonk Road, Jaipur, Rajasthan through its authorized representative Mr. Ashutosh Paliwal (which expression shall, unless repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees) of the **FOURTH PART**.

AND

SPYTECH BUILDCON PRIVATE LIMITED, a company registered under the Companies Act, 1956, having its registered office at 501, "GEETANSH" Class of Pearl, K-48, 49 Income Tax Colony, Tonk Road, Jaipur, Rajasthan through its authorized representative **Mr. Vivek Jain** (which expression shall, unless repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees) of the **LAST PART**.

Vivek, Ashutosh, Praveen, Spytech Realtors Private Limited and Spytech Buildcon Private Limited shall collectively be hereafter referred to as the "**Partners**" and individually as "**Partner**".

WHEREAS

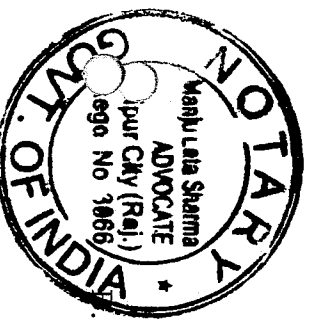
A. The Partners hereto desirous of incorporating this Limited Liability Partnership ("**LLP**") for their new venture for dealing in immovable property (*defined below*) under the name and style of "**PEARL SPYTECH REALTORS LLP**" from Eleventh day of December Two Thousand Fourteen to more particularly provide for their respective rights, powers, duties and obligations as Partners and the management, operations and activities of **LLP**.

The Partners by this Agreement set forth the Limited Liability Partnership Agreement for the **LLP** under the Limited Liability Partnership Act, 2008 upon the following terms and conditions:

1. DEFINITIONS

1.1. In this Agreement the following terms shall have the following meanings unless the context otherwise requires :-

- a. "**Act**" shall mean the Limited Liability Partnership Act, 2008 (6 of 2009) or "LLP Act, 2008" and all amendments thereto from time to time along with rules notified in this regard.
- b. "**Agreement**" means this "Limited Liability Partnership Agreement" or "LLP Agreement", as originally executed and as amended, modified or supplemented from time to time.



Ashutosh Paliwal

NPJS

For SPYTECH REALTORS PRIVATE LTD.

Ashutosh Paliwal

DIRECTOR

ATTESTED

For Spytech Buildcon Pvt. Ltd.

NOTARY PUBLIC

JAIPUR 3 DEC 2014

NPJS
Director

- c. **"Accounts"** The accounts of the LLP shall be maintained in accordance with Clause 10 of this Agreement.
- d. **"Business"** shall have the meaning assigned to it in Clause 4 below;
- e. **"Capital Contribution"** means the contribution made by each Partner to the LLP pursuant to Clause 7 hereof and, in the case of all the Partners, the aggregate of all such capital contribution.
- f. **"Designated Partner(s)"** shall have the meaning assigned to it in clause 17.1 below;
- g. **"Limited Liability Partnership"** shall have the meaning assigned to it in Recital A hereto.
- h. **"Partner's Interest"** means the ownership interest of a Partner in the LLP, including a Partner's right to share the LLP's income, gain, loss, deduction, credits and similar items, and the right to receive distributions from the LLP, as well as the right to vote in matters concerning the LLP and otherwise participate in the operation or affairs of the LLP as provided for herein and under the Act.
- i. **"Territory"** shall mean the entire universe.

2. TERM

This Agreement shall come into force and effect from the date of incorporation of LLP by way of its registration with the Registrar and shall continue until the LLP is dissolved and liquidated in accordance with this Agreement or as may be required by any applicable law or statute/order/decre.

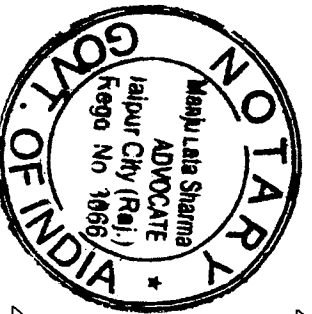
3. INCORPORATION OF LLP

The incorporated LLP shall be duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. The LLP will be duly qualified to do business and shall have all requisite powers and authority, corporate or otherwise, to conduct its business as now being conducted, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

4. NATURE OF THE BUSINESS

4.1 To deal in Immovable properties such as land and building or otherwise and to purchase, acquire, take or give on lease or in exchange or in other lawful manner in India or abroad any area, land including agriculture land, plots, buildings, structures, factories, farm houses and estates, real estates or interest therein or any rights over or connected with them and to develop the same for sale on installments or otherwise ("**Business**").

4.2 To carry on the business as Builders, Developers, Contractors, Colonizers of Residential and Commercial Property and Dealers in any Real Estate as Dealers, Consultants, Lessors, Lessees, Commission Agents and Building Material Dealers, Selling Agents, Financers and Brokers. The LLP will be entitled to commence and



Masur Lata Sharma

MA

ATTESTED

NOTARY PUBLIC
JAIPUR

15 DEC 2014

SPYTECH REALTORS PVT LTD.

Masur Lata Sharma
DIRECTOR

For Spytech Buildcon Pvt. Ltd.

MA
Director

run any other business (whether or not incidental) as it may be deemed expedient and as may be permitted by law. The LLP may engage into all incidental and ancillary activities for achievement of the main business.

4.3 The LLP may carry on any other business (whether or not incidental) as may be agreed by all the Partners from time to time.

5. NAME OF LLP

5.1 The business of the LLP shall be conducted under the name of **PEARL SPYTECH REALTORS LLP** or such other name as may be amended by the Designated Partners and approved by the Registrar.

5.2 The Designated Partners may change the name of the LLP at any time by mutual consent. Such change shall be notified to the Registrar by the Designated Partner(s) in accordance with the provisions of the Act.

5.3 The Partners acknowledge that all proprietary and other rights in the LLP name, trademark, logo, domain name (if any), copyrights and other assets of the LLP, are vested exclusively in the LLP.

The Partners acknowledge that the LLP is an independent legal entity having perpetual succession and a common seal, and in no event will it be bound by the acts/deeds etc., undertaken by any of the Partners in their personal capacity, other than in pursuance to their role as Partners of the LLP.

5.5 The Partners must ensure that any invoice, official correspondence, media correspondence or publication should bear the name of the LLP, address of the registered office and the registration number of the LLP.

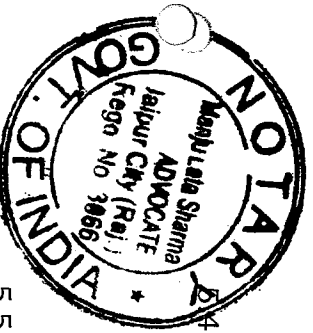
6. REGISTERED OFFICE

The business of the LLP shall be carried on at **501, "GEETANSH", Class of Pearl, K-48, 49, Income Tax Colony, Tonk Road, Jaipur** and or at such other place, as may be mutually agreed upon. Upon any change in the registered office address of the LLP, it shall be the duty of the Designated Partners of the LLP to notify it to the Registrar in the prescribed form.

7. CAPITAL CONTRIBUTION

7.1 A single capital account shall be maintained for each Partner. The capital of the LLP shall be Rs.1,00,000/- (Rupees One Lakh only) ("**Capital Contribution**") which shall be treated as Fixed Contribution and shall be contributed as provided below :

PARTNERS	CAPITAL CONTRIBUTION
VIVEK	10%
ASHUTOSH	10%
PRAVEEN	10%
SPYTECH REALTORS PRIVATE LIMITED	35%
SPYTECH BUILDCON PRIVATE LIMITED	35%



Manjusha Sharma

SPYTECH REALTORS PVT LTD.

DIRECTOR

ATTESTED

For Spytech Buildcon Pvt. Ltd.

NOTARY PUBLIC

JAIPUR 15 DEC 2014

Director

The further capital contribution required for the purpose of the business shall be contributed by the Partners in the same ratio through their Current Accounts in addition to the Fixed Contribution.

7.2 The Partners will be allowed to withdraw from their Current Accounts the credit of profit and such other sums from time to time

7.3 It is agreed between the Partners that no such sum as mentioned in the Clause 7.1 shall be repayable except in the following circumstances:

- a. if and the extent to which all the Partners decide;
- b. On dissolution of the LLP.

7.4 Interest on Capital Contribution

Interest @ 12% per annum or as may be prescribed under section 40(b) (iv) of the Income Tax Act, 1961 or any other applicable provisions or as may be in force in the Income Tax Assessment of the LLP for the relevant accounting period shall be payable to the Partners on the amount standing to the credit of the account of the Partner's Contribution. Such interest shall be calculated and credited to the current account of each Partner at the close of the accounting year. Rate of interest can be altered as may be agreed to by all the Partners from time to time.

8. TRANSFER OR ASSIGNMENT OF PARTNERSHIP RIGHTS

No Partner shall without the written approval of the other Partners, transfer or assign his share of the Partner's Interest, in the LLP in any manner, whether in whole or in part. The transfer/assignment of any right by any Partner hereunder does not by itself cause the disassociation of the Partner or a winding up and dissolution of the LLP. Further, any such permitted transfer / assignment does not by itself entitle the transferee or assignee to participate in the management or conduct of the Business of the LLP or decision making of the LLP or to access information concerning the transactions of the LLP unless the same is approved by other Partners.

9. ADMISSION OF NEW PARTNER

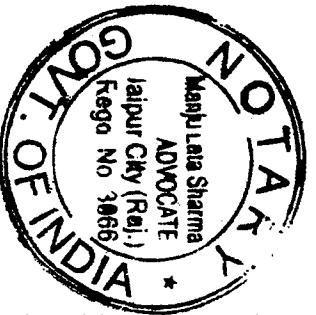
9.1 No person shall be admitted as a new Partner without the consent of the Designated Partners. Such incoming Partner shall give his prior consent to act as Partner of the LLP.

9.2 Each of the Partners so agreed upon shall be a Partner with effect from date of his signing the revised agreement.

9.3 The share of the profit or loss of new Partner shall be such as may be decided by the Partners mutually and as recorded in the revised agreement.

10. BANKING

All funds of the LLP shall be deposited in its name in such current account or accounts with bank and financial institutions as mutually decided by the Designated Partners. All withdrawals are to be made upon cheques signed by any Two of the Designated Partner as authorized by all the Designated



Mohankumar Sharma

NAF

SPYTECH REALTORS PVT LTD.

Mohankumar Sharma
DIRECTOR

For Spytech Buildcon Pvt. Ltd.

ATTESTED

WMP

DIRECTOR

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JAIPUR

15 DEC 2014

Partners. All accruals to the LLP shall be received in the name of the LLP and shall be deposited in the said account of the LLP.

11. ACCOUNTS

11.1 The accounts of the LLP shall be maintained according to the financial year, from 1st April to 31st March, as are necessary for the purpose of business and shall be maintained in accordance with the law and generally accepted accounting principles.

11.2 The LLP shall maintain usual account and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the Registered Office without the consent of the Designated Partners.

11.3 The accounts of the LLP shall be approved by the Designated Partner(s) of LLP, which shall then be binding on all the Partners and a copy thereof shall be distributed to each of the Partners except if notice of any manifest error therein is intimated by any Partner to the other Partners within one month of approval thereof.

11.4 Complete books and records of the LLP shall be maintained on accrual basis reflecting the accounts, business and transactions of the LLP on a financial year basis.

11.5 The LLP shall mandatorily be covered under the provisions of audit of accounts irrespective of turnover, for a period commencing on 1st day of April and ending on 31st day of March.

12. INSPECTION OF LLP RECORDS, ANNUAL AND OTHER REPORTS

12.1 The LLP shall at all times keep at its registered office:

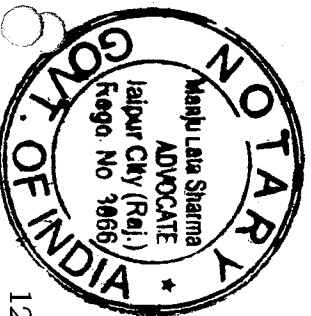
- A current list of the full name and last known business, residence or mailing address of each Partner and Designated Partner;
- Copies of this Agreement, and all amendments hereto;
- Copies of the LLPs income-tax returns and reports, if any, for the last six years; and
- Copies of financial statements of the LLP for the last six years.

12.2 Inspection of LLP Records

The accounting books and records of LLP shall be open to inspection upon the reasonable request of any Partner at any reasonable time during usual business hours, for a purpose reasonably related to such Partner's Interest as a Partner. Such inspection by a Partner may be made in person or by agent or attorney, and the right of inspection includes the right to take copy and make extracts.

13. ANNUAL FILING

LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period of 6 (six) months from the end of each financial year and an Annual Return with the Registrar within the stipulated time under the Act and Rules for each financial year.



Manjula Sharma

Manjula Sharma

For SPYTECH REALTORS PVT. LTD.

Manjula Sharma

DIRECTOR

ATTESTED

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JAIPUR

15 DEC 2014

Director

For Spytech Buildcon Pvt. Ltd.

14. NATURE OF PARTNERSHIP INTEREST

14.1 The interests of Partners in the LLP constitute their personal estate. In the event of the death or legal disability of any Partner, the successor, executor, trustee or administrator of such Partner shall be bound by the provisions of this Agreement.

14.2 In the case of a Partner, which is not a natural person, the successor of such Partner shall be bound by the provisions of this Agreement.

15. SHARING OF PROFITS AND LOSSES

The Net Profits of the Business shall be divided among the Partners in proportion given hereunder and they shall bear all losses including loss of capital in the same proportion, given as under –

PARTNERS	PROPORTION
VIVEK	10%
ASHUTOSH	10%
PRAVEEN	10%
SPYTECH REALTORS PRIVATE LIMITED	35%
SPYTECH BUILDCON PRIVATE LIMITED	35%

Notwithstanding anything contained herein, it is agreed that the goodwill of the LLP shall, at all times, vest with or belong to the Designated Partner(s).

16. IMMOVABLE PROPERTY

The Partners acknowledge that the LLP shall be the first and exclusive owner of all immovable properties held under its name.

17. MANAGEMENT

17.1 Designated Partners

It has been mutually agreed to appoint **Vivek, Ashutosh, Praveen**, as the Designated Partners of the LLP and the said appointment is duly accepted by them ("**Designated Partners**"). The Designated Partners shall hold office till the dissolution of the LLP. The day-to-day business of the LLP shall be managed by the Designated Partners. The Designated Partner(s) shall have the general authority to manage the LLP and shall exercise all powers not specifically reserved to the Partners herein.



17.2 Insolvency/ liquidation, retirement, resignation, death or expulsion of Partner

a. On the liquidation or declaration of insolvency of any Partner or if an individual Partner has been declared to be of unsound mind by a competent Court, the individual Partner's Interest

Manjula Sharma

For SPYTECH REALTORS PVT. LTD.
Ashutosh Praveen
DIRECTOR

ATTESTED

For Spytech Buildcon Pvt. Ltd.

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Director

shall automatically vest in the remaining Partners in equal proportion.

- b. In case of retirement of an individual Partner/Designated Partner, the remaining Partners shall take all steps to ensure that the composition of the LLP is maintained as required by applicable law and make statutory filings with the Registrar as required by the Act.

- c. A Partner may cease to be a Partner of the LLP by giving a written resignation notice of not less than 30 (thirty) days or such other time as may be prescribed under the Act, to all other Partners. In such case, the other Partners shall take all steps to ensure that the composition of the LLP is maintained as required by the applicable law and make statutory filings with the Registrar as required by the Act.

- d. If any Partner dies or voluntarily retires, a statement of account shall be taken and made out of his share of the capital contribution and of all unpaid interest and profits due to him up to the time of his demise or retirement and such sum shall be paid at the earliest by the existing Partners.

- e. No majority of partners can expel/terminate any partner except when any partner becomes bankrupt or lunatic or otherwise permanently incapable of attending the business of the LLP; or committing a material breach of any of the provisions of this agreement; or commits any criminal offence or does any act which would be a ground for the dissolution of the LLP by the Court, it shall be lawful for the other Partners by notice in writing to the offending partner or his trustee or official assignee to expel such partner and the other partners shall have the option to purchase his share and pay the purchase price to him.

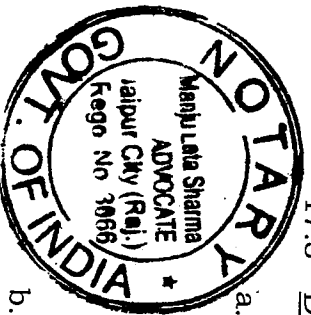
17.3 Decisions of the LLP

- a. Subject to the provisions of the Act, all decisions of the LLP (in relation to, illustratively, its day-to-day activities, business operations, investment decisions, decisions related to purchase/sale/renting/leasing of assets, etc.) shall be mutually taken by all the Designated Partners.

- b. Any decision made shall be binding on the LLP and all other Partners.

17.4 Meetings

- a. Periodic meetings of the Partners may be held as requested by any one of them in writing. Prior notice of such meetings along with the agenda and drafts of the resolutions to be passed/matter to be discussed and/or approved in the meeting shall be



Manju Lata Sharma

For SPYTECH REALTORS PVT. LTD.

Manju Lata Sharma
DIRECTOR

ATTESTED

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JAIPUR

For Spytech Buildcon Pvt. Ltd.

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Director

15 DEC 2014

given by the requesting Partner to all the Partners. However, at least one meeting of Partners shall be held in each Financial Year.

- b. Meetings shall be held at the registered office of the LLP or any other location specified in the notice of the meeting and at the time specified in the notice. The Partners may participate in the meeting by means of a conference telephone, video or computer conferencing or similar equipment which allows all Partners participating in the meeting to hear each other at the same time, in compliance with the requirements of all applicable laws. Participation by such means shall constitute presence in person at such a meeting.
- c. Presence of at least two Partners at any of the meetings shall constitute sufficient quorum for the meeting.
- d. The minutes shall be kept and maintained in such form and manner, and at such place, as the Partners may mutually decide.

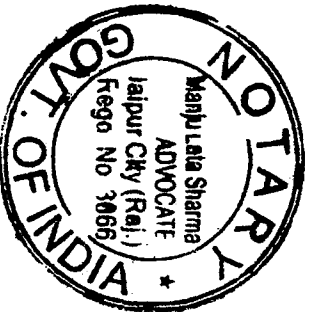
17.5 Duties of the Designated Partner

- a. Remuneration shall be paid to the Designated Partners for undertaking their responsibilities as Designated Partners in the LLP subject to approval in writing by all Partners at a meeting and as per the provisions of Section 40 (b) of Income Tax Act, 1961. A Designated Partner shall be reimbursed in full for any direct expenses he/she incurs in the performance of duties as required under this agreement for the business of the LLP.

- b. The Designated Partners shall be responsible for doing all acts, matters and things as required for the LLP in respect of compliance of the provisions of the Act, including filing of any document, return, statement or report pursuant to the provisions of the Act.
- c. The Designated Partners shall ensure that the LLP shall at all times, comply with the provisions of the applicable acts from time to time such as Income Tax Act, Labour Laws etc.
- d. The Designated Partner will be responsible for obtaining the relevant licenses/ approvals/ clearances required for the LLP to attain its objects/ undertake its businesses.

17.6 Powers of the Designated Partners

The Designated Partners shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that they may deem necessary or are advisable or incidental thereto.



Manmohan Rawal

For SPYTECH REALTORS PVT. LTD.
Manmohan Rawal
DIRECTOR

Manmohan Rawal
ATTESTED

For Spytech Buildcon Pvt. Ltd.

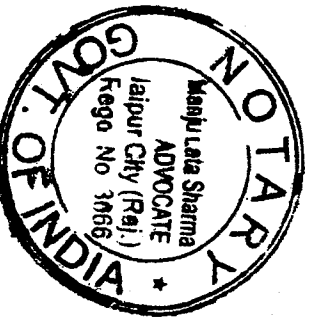
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JAIPUR

Manmohan Rawal
Director

17.7 Obligations and Duties of the Partners

Each Partner shall:

- (a) Be just and faithful to other Partners in the transactions relating to LLP and the business of the LLP;
- (b) Diligently attend to the business of the LLP and devote his/her time and attention thereto as may be required and as mutually agreed from time-to-time.
- (c) Deposit in a timely manner, the amounts due from him/her to the LLP.
- (d) Assume and pay debts and indemnify the other Partners against all proceedings, costs, claims or demands in respect thereof (to the extent of his/her share).
- (e) Give full information and truthful explanations about all matters relating to the affairs of the LLP to the Partners at all times.
- (f) Comply with the provisions of the Act and applicable Regulations, Rules framed or to be framed thereunder.
- (g) No Partner shall without the written consent of the other Partners:—
 - (i) Borrow money or give security based on the assets of the LLP;
 - (ii) Give any security or promise for the payment of money on account of the LLP;
 - (iii) Dispose off, loan, pledge or sell or otherwise part with any of the LLP's properties;
 - (iv) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the LLP property may be endangered;
 - (v) Buy, order or contract any property or goods for the LLP;
 - (vi) Compromise or compound or, release or, discharge any debt due to the LLP or its Partners; or
 - (vii) Appoint or dismiss any employee of the firm.



18. **PROHIBITED ACTS**

18.1 Except as otherwise expressly provided in an Agreement:

- (a) Partners or Designated Partners of the LLP and other employees of the LLP shall not compete with the LLP in the conduct or winding up of the activities of the LLP.

Manjula Sharma

SPYTECH REALTORS PVT. LTD.
Manjula Sharma
DIRECTOR

For Spytech Buildcon Pvt. Ltd.

Manjula Sharma
ATTESTED

Manjula Sharma
Director

NOTARY PUBLIC 15 DEC 2014
JAIPUR

- (b) Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of the Partners in a properly and physically convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying or the business before incorporation of the LLP business and had made a declaration of his interest in such business to the LLP at the time of being admitted as a partner thereto.

19. DISSOLUTION

19.1 Upon a decision to dissolve the LLP by:

- a. a written consent of the Designated Partners; or
- b. a decision by one Partner (in case there are two existing Partners in the LLP) to dissolve, the LLP shall be liquidated in accordance with the Act.

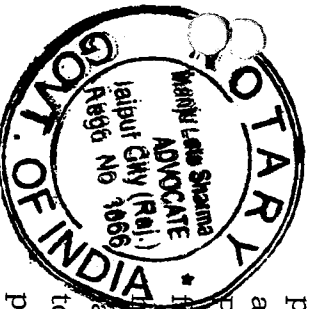
19.2 In the event of decision to dissolve the LLP, the Partners shall continue to remain liable to the extent of the profit sharing ratio mentioned hereinabove in respect of all the continuing contracts of the LLP until the dissolution of the LLP in accordance with the Act.

20. SEAL

The Partners may adopt a seal of the LLP in such form as the Partners may decide. The seal shall be affixed in presence of at least one Designated Partners on all such documents, where it is necessary.

21. INDEMNITY BY THE LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the LLP, by reason of the fact that he is or was a Partner of the LLP against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.



22. ARBITRATION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of India.

22.2 All disputes arising in connection with this Agreement (including without limitation between the Partners and/or the Partners and the LLP) which cannot be amicably resolved between the Partners / LLP

Amritha Ravind

SPYTECH REALTORS PVT. LTD.
DIRECTOR
Amritha Ravind

ATTESTED

NOTARY PUBLIC
JAIPUR

Director

For Spytech Buildcon Pvt. Ltd.

15 DEC 2014

within 90 (ninety) days, shall be referred for resolution to a sole arbitrator. The Arbitration proceedings shall take place in Jaipur in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and in English language.

21.3 Any arbitral award made shall be final and binding on the parties and is not subject to appeal and shall be enforceable in any court of competent jurisdiction.

23. ENTIRE AGREEMENT AND AMENDMENT

This Agreement incorporated shall constitute the entire agreement between the Parties in relation to the subject matter herein. Subject to any contrary provisions of the Act, this Agreement may be amended only by the affirmative vote of all the Partners. Any such amendment shall be in writing, duly executed by all the Partners.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed under the substantive laws of Republic in India and courts in Jaipur shall have exclusive jurisdiction.

25. LIMITED LIABILITY PARTNERSHIP ACT PREVAILS

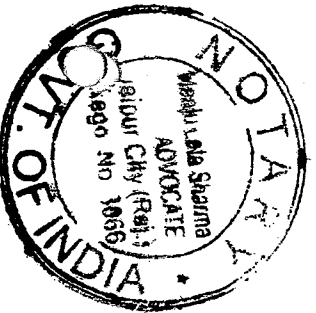
Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Act shall govern the construction of this Agreement.

26. SEVERABILITY

In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be original, but such counterparts or duplicates shall together constitute one and the same Agreement.



Anshu Sharma

For SPYTECH REALTORS PVT. LTD.
Anshu Sharma
DIRECTOR

For Spytech Buildcon Pvt. Ltd.

[Signature]
ATTESTED

[Signature]
NOTARY PUBLIC
JAIPUR

[Signature]
Director

15 DEC 2014

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove

Signed, Sealed and delivered by the within named


MR. VIVEK JAIN (VIVEK), Partner
In presence of

Signed, Sealed and delivered by the within named


MR. ASHUTOSH PALWAL (ASHUTOSH), Partner
In presence of

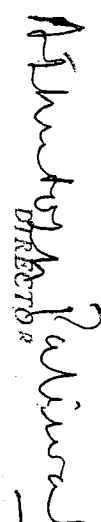
Signed, Sealed and delivered by the within named


MR. PRAVEEN JAIN (PRAVEEN), Partner
In presence of

Signed, Sealed and delivered on behalf of

SPYTECH REALTORS PRIVATE LIMITED, Partner
by the within named

SPYTECH REALTORS PVT LTD.


DIRECTOR

MR. ASHUTOSH PALWAL (ASHUTOSH)
In presence of

Signed, Sealed and delivered on behalf of
SPYTECH BUILDCON PRIVATE LIMITED, Partner
by the within named
For Spytech Buildcon Pvt. Ltd.


Director

MR. VIVEK JAIN (VIVEK)
In presence of

WITNESSED BY

1. 

Signature

Name PUNZT GUPTA

Address 3/67, PARKAS RAM

NAGAR, DHERKA

BALAJI, JAZARA

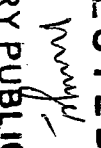
3.

2. 

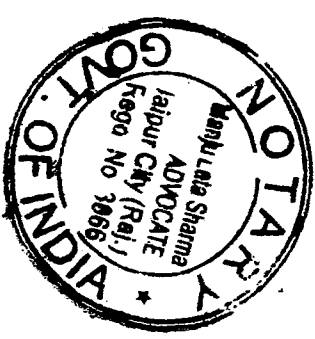
Signature

Name Ramkishan Sharma

Address 408, R.P. Sharma
32 Cam Nagar, Jaipur

ATTESTED

NOTARY PUBLIC
JAIPUR

15 DEC 2011



SUGHER JAT 9/1, RAM KISHORE JAT
48, SHREE NAGAR, GUMGAIA,
SANSEVEN, JAIPUR