

**LIMITED LIABILITY PARTNERSHIP AGREEMENT OF M/S. HAROHALLI
LAND LLP**

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT (hereinafter referred to as LLP) is made and executed on this the 28th day of March, 2016 at Bangalore

By and between:

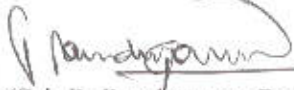
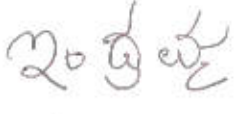
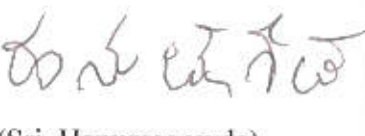
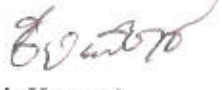
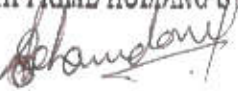
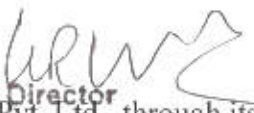
- Sri. Vasu S.,**
S/o. Sri. S. Venugopal Naidu
Aged about 30 years,
Residing at No. 9/A, 1st 'A' Cross,
32nd Main Road, Bhavani Layout,
BSK 3rd Stage, Bangalore-560 085.

Hereinafter referred to as First Partner/First Party

- Sri. A. Ravichandra Babu,**
S/o. Sri. A. Chandraiah Naidu,
Aged about 40 years,
Residing at No. 105, 17th Cross,
4th Sector, HSR Layout, Bangalore-560 034.

Hereinafter referred to as Second Partner/Second Party

SI.No 19589/15-16
CERTIFICATE
Certified that a sum of Rs. 2,50,000/- (in words Rs. Two Lakh Fifty Thousand Only) has been remitted by Sri/Smt. M/s. Harohalli Land LLP R/O. 3/08c
MO 37006826
903 bearing No. 616493 Dated 28 MAR 2016
1013 Stamp duty The amount of stamp duty certified here by is as per the desire of the applicant
28 MAR 2016
J.N.R/S.R.D
Date :
Proper Officer
Sub-Registrar
Jayanagar, Bangalore

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

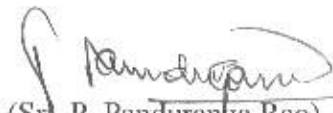
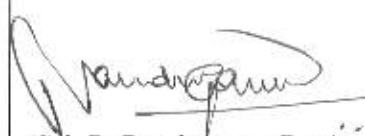
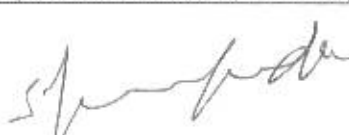
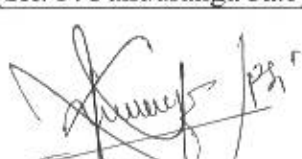
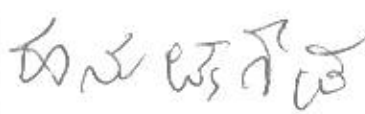
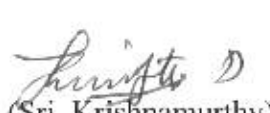
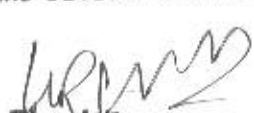
3. **Sri. Kumar Kishore Amaraneni,**
S/o. Sri. Venkat Ramaiah Amaraneni,
Aged about 59 years,
Residing at No. 36060, Marshwind Lane,
Slidell, LA-70460,
United States of America.

Hereinafter referred to as Third Partner/Third Party

4. **Smt. Sujatha A. Davuluri,**
W/o. Dr. Davuluri Murali,
Aged about 43 years,
Residing at No. 105, Meandering Way,
Houma, L.A.-70360-0000,
United States of America.

Hereinafter referred to as Fourth Partner/Fourth Party

5. **Sri. Srinivas Ravi,**
S/o. Late. Sri. Ravi Mukteswara Rao,
Aged about 43 years,
Residing at No. 8786, Overlea Cove,
Cordova, Tennessee-38016.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

United States of America.

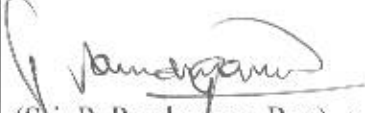
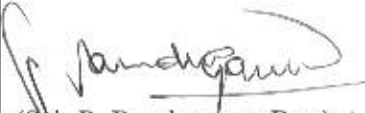
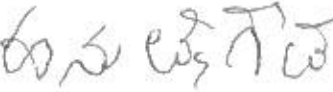
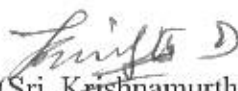
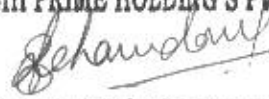
Hereinafter referred to as Fifth Partner/Fifth Party

6. **Sri. Challapalli Santhi,**
W/o. Sri. M. Appa Rao,
Aged about 66 years,
Presently residing at No. 14-25-17/9,
Flat No. 401, Doctors Plaza Apartments,
Opposite Zilla Parishat Office,
Visakhapatnam,
Andhra Pradesh-530 002.

Hereinafter referred to as Sixth Partner/Sixth Party

7. **Sri. Sayaji Rao Pinnamaneni,**
S/o. Sri. Seshadri P,
Aged about 61 years,
Residing at 54-19/22C, 'Pinnamaneni House',
Jayaprakash Nagar, 3rd Lane,
Vijayawada, Andhra Pradesh-520 008.

Hereinafter referred to as Seventh Partner/Seventh Party

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.D. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd. through its authorized signatory)		

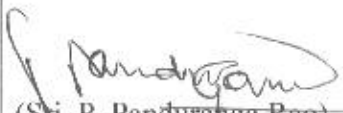
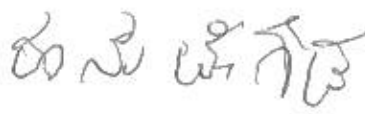
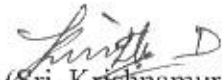
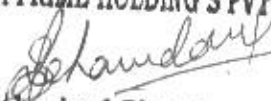
8. **Sri. Srinivas Rayankula,**
S/o. Sri. R. Naidu,
Aged about 41 years,
Residing at No. 90, Decourcy-Ireland Circle,
AJAX, ON-L1T 0K6,
CANADA.

Hereinafter referred to as Eighth Partner/Eighth Party

9. **Sri. Satish K.R.,**
S/o. Sri. N. Rangappa,
Aged about 42 years,
Residing at Flat No. 601, Carnation Block,
Alpine Pyramid Apartments,
Kodigehalli Post, Sahakarnagar,
Bangalore-560 092.

Hereinafter referred to as Ninth Partner/Ninth Party

10. **Sri. Rajiv P,**
S/o. Sri. P. Panduranga Rao,
Aged about 27 years,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
 For HAROHALLI LAND DEVELOPERS PVT. LTD. Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

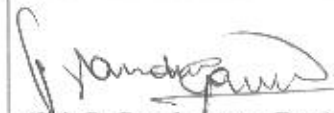
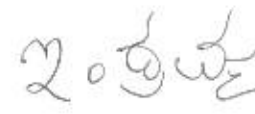
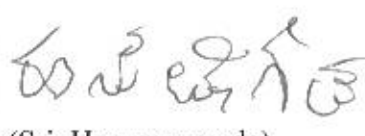
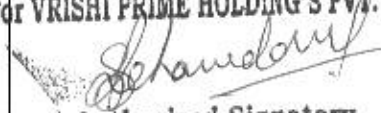
Residing at No. 7025, South Creek Road,
Charlotte, NC 28277,
United States of America.

Hereinafter referred to as Tenth Partner/Tenth Party

- 11. Smt. Shalini Ponnamm,**
W/o. Sri. Prasanth Pinnamaneni,
Aged about 30 years,
Residing at No. 8585, Montravail Circle,
Apartment 838, Tampa City,
Florida State, 33637,
United States of America.

Hereinafter referred to as Eleventh Partner/Eleventh Party

- 12. Ms. Mannem Abhishek,**
S/o. Dr. M. Bhavani Shankar,
Aged about 23 years,
Residing at No. 10/145, Rajendra Nagar,
Rain Lane, Gudivada,
Krishna District, Andhra Pradesh.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Hereinafter referred to as Twelfth Partner/Twelfth Party

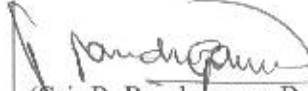
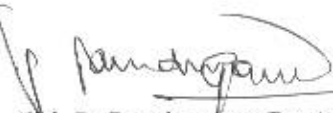
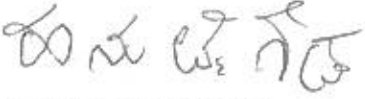
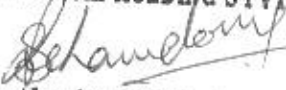
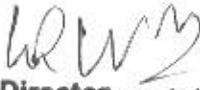
- 13. Smt. M. Radhika,**
W/o. Sri. M. Rambabu,
Aged about 39 years,
Residing at No. 6-288/3-F, Venkateshwara Nagar Colony,
HMT Road, Chintal,
Hyderabad-500 054.

Hereinafter referred to as Thirteenth Partner/Thirteenth Party

- 14. Sri. Venugopal Rayankula,**
S/o. Sri. R. Naidu,
Aged about 39 years,
Residing at No.E-306, Krishna Diamond Apartments,
Sahakarnagar,
Bangalore-560 092.

Hereinafter referred to as Fourteenth Partner/Fourteenth Party

- 15. Smt. Bharathi Kommineni,**
W/o. Sri. G.B. Navin Kumar,
Aged about 33 years,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

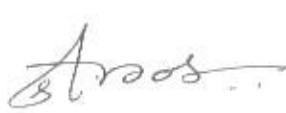
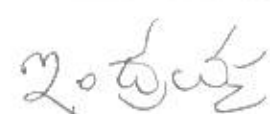
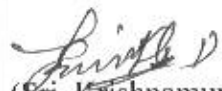
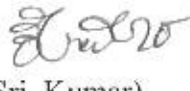
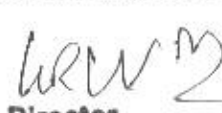
Residing at No. 302, Aryakrishna Mansion,
Canara Bank Layout, Sahakarnagar,
Bangalore-560 092.

Hereinafter referred to as Fifteenth Partner/Fifteenth Party

- 16. Sri. Umesh R. Patil,**
S/o. Sri. R.S. Patil,
Aged about 43 years,
Residing at No. G-1, Comfort Heights,
L.B.S. Nagar,
Bangalore-560 017.

Hereinafter referred to as Sixteenth Partner/Sixteenth Party

- 17. Sri. Anudeep Reddy,**
S/o. Sri. Velgala Harischandra Mahipathi Reddy,
Aged about 24 years,
Residing at No. A-907, Nagarjuna Residency,
Telecom Nagar, Gachibowli,
Serilingampally, K.V. Rangareddy,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shiva Kumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Andhra Pradesh-500 032.

Hereinafter referred to as Seventeenth Partner/Seventeenth Party

**The parties three to seventeenth are represented by their
Duly constituted attorney**

Mr. P. Panduranga Rao,

Aged about 54 years,

S/o. Mr. P. Pundarikashaiah,

Residing at B-0, 'Krishna Glade',

1st Main Road, Seshadripuram,

BANGALORE – 560020.

18. Mr. P. Panduranga Rao,

Aged about 54 years,

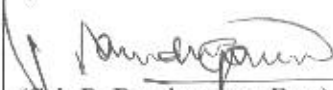
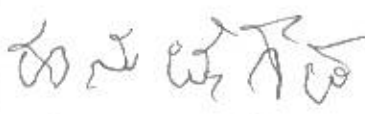
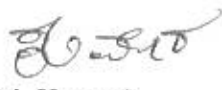
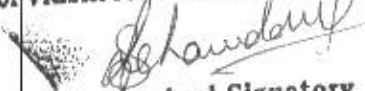
S/o. Mr. P. Pundarikashaiah,

Residing at B-0, 'Krishna Glade',

1st Main Road, Seshadripuram,

BANGALORE – 560020.

Hereinafter referred to as Eighteenth Partner/Eighteenth Party

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
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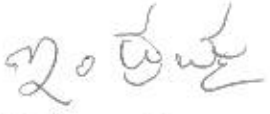
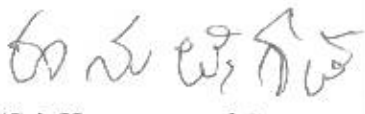
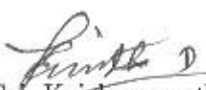
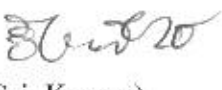
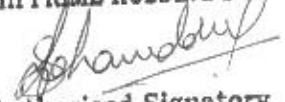
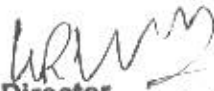
19. **Sri. S. Venugopal Naidu,**
S/o. Sri. Nagamma Naidu,
Aged about 65 years,
Residing at 9/A, 1st 'A' Cross, 32nd Main,
Bhavani Layout, BSK III Stage,
Bangalore-560 085.

Hercinafter referred to as Nineteenth Partner/ Nineteenth Party

20. **Sri. Puttaswamy,**
S/o. Sri. Thimma gowda,
Aged about 45 years,
Residing at 1/1, 1st division,
Harohalli village ,Harohalli Hobli,
Kanakapura Taluk,
Ramnagar District,
Bangalore.

Hercinafter referred to as Twentieth Partner/ Twentieth Party

21. **Sri. T. B. Shivakumar,**
S/o. late M. Byrappa,
Aged about 40 years,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties hercin)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Residing at Thamasandra Village,
Harohalli Hobli, Kanakapura Taluk,
Ramnagar District, Bangalore.

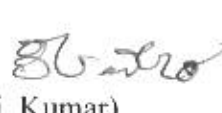
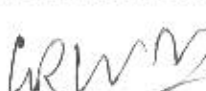
Hereinafter referred to as Twenty First Partner/Twenty First Party

22. **Smt. Indiramma,**
D/o. late M. Byrappa,
Aged about 50 years,
Residing at Thamasandra Village,
Harohalli Hobli, Kanakapura Taluk,
Ramnagar District, Bangalore.

Hereinafter referred to as Twenty Second Partner/Twenty Second Party

23. **Sri. Hanumegowda,**
S/o. late Thimmegowda,
Aged about 55 years,
Residing at Thamasandra Village,
Harohalli Hobli, Kanakapura Taluk,
Ramanagar District.

Hereinafter referred to as Twenty Third Partner/Twenty Third Party

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

24. **Sri. Krishnamurthy,**
S/o. Late. Sri. Dasegowda,
Aged about 45 years,
Residing at Thamasandra Village,
Harohalli Hobli,
Kanakapura Taluk,
Ramnagar District,
Bangalore.

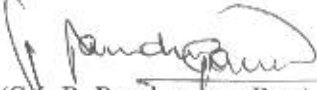
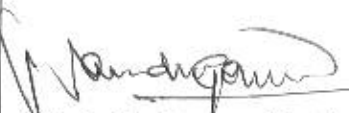
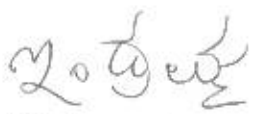
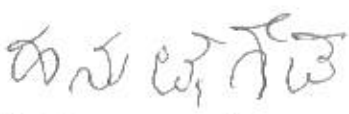
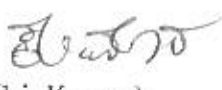
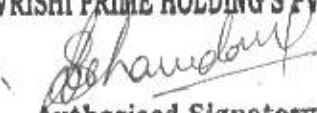
Hereinafter referred to as Twenty Fourth Partner/Twenty Fourth Party

25. **Sri. Kumar,**
S/o. Late. Sri. Dasegowda,
Aged about 43 years,
Residing at Thamasandra Village,
Harohalli Hobli, Kanakapura Taluk,
Ramnagar District, Bangalore.

Hereinafter referred to as Twenty Fifth Partner/Twenty Fifth Party

26. **M/s. Vrishi Prime Holdings Pvt Ltd.,**

A company incorporated under the Companies Act 1956, Having its registered office at No.9/A,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

32nd Main, Bavani layout,
Banagirinagar, BSK 3rd Stage,
Bangalore – 560 056.
Represented by its Director and Authorised Signatory
Sri. S. Reddappa Chowdary.

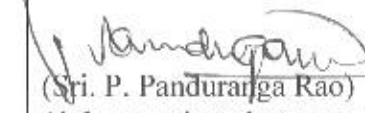
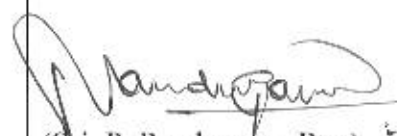
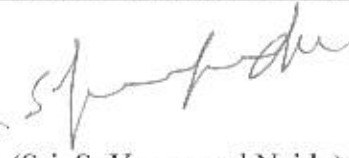
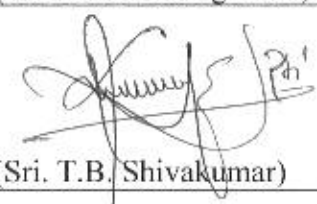
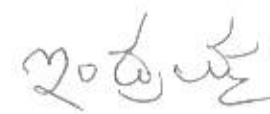
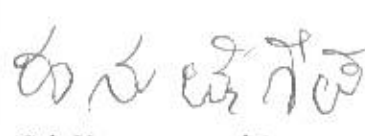
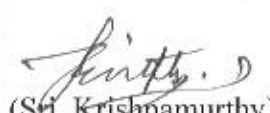
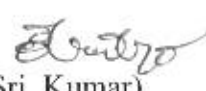
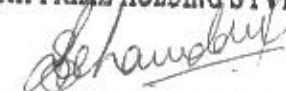
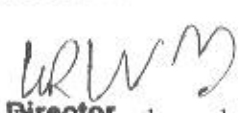
Hereinafter referred to as Twenty Sixth Partner/Twenty Sixth Party

27. M/s. Harohalli Land Developers Pvt. Ltd.,

A Company incorporated under the provisions of Companies Act, Having its
registered Office at No.240, First Floor, 32nd Cross,
Jayanagar, 7th Block,
Bangalore-560 082.
Represented by its Director and Authorized signatory
Sri. K.R. Choudary

Hereinafter referred to as Twenty Seventh Partner/Twenty Seventh Party

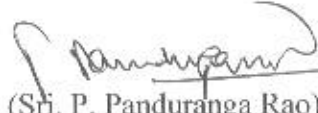
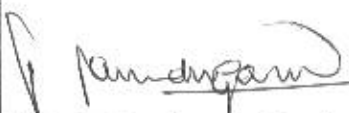
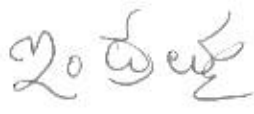
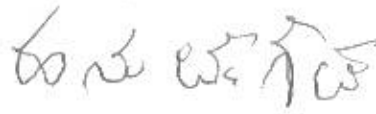
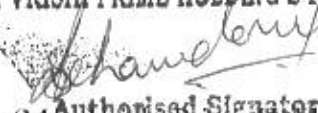
The expression First to Twenty Fifth Partners/Parties shall mean and include their respective
heir/s, successor/s, legal representative/s, administrator/s, executor/s, assign/s and/or any
person/s claiming under or through them and the expression Twenty Sixth and Twenty
Seventh Partners/Parties shall mean and include its respective successor/s in interest, legal

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

representatives, authorized or permitted agents, assign/s and/or any person/s claiming under or through the Twenty Sixth and Twenty Seventh parties.

WHEREAS the first to seventeenth parties herein were the partners of a M/s. Landmark Properties and Developers, a registered partnership firm having its principal place of business at No. 9/A, 1st 'A' Cross, 32nd Main, Bhavani Layout, BSK III Stage, Bangalore-560 085. The said Firm M/s. Landmark Properties and Developers was owning converted lands in all measuring 26.07 acres in various Survey numbers of Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District as detailed in capital contribution clause under this Deed. M/s. Landmark Properties and Developers stood dissolved with effect from 09th of October 2015 as witnessed by the Deed of Dissolution and subsequent to the said dissolution, the properties of the Firm M/s. Landmark Properties and Developers were distributed amongst the first to seventeenth partners herein being the partners of the firm M/s. Landmark Properties and Developers in proportion to their profit sharing ratio. After the said dissolution, the first to seventeenth partners are herein are in peaceful possession and enjoyment of the entire extent of 26.07 acres of land as co-owners in joint possession and enjoyment in proportion to their share of profits in M/s. Landmark Properties.

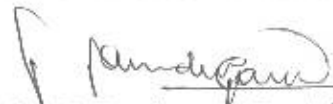
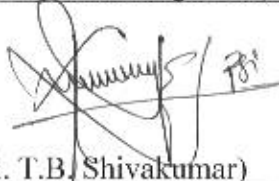
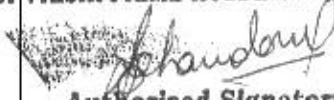
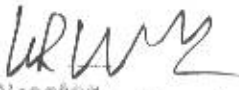
AND WHEREAS the eighteenth partner herein is the duly constituted attorney of the third to seventeenth partners. The third to seventeenth partners are all along represented by the eighteenth partner herein. The eighteenth partner being the duly constitute attorney of the third to seventeenth partners had represented their interest even in M/s. Landmark Properties and had also at the request of the third to seventeenth parties represented their interest in the

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

dissolution of M/s. Landmark Properties. Subsequently, at the request of the third to seventeenth parties herein he is representing their interest even in this LLP. The first to seventeenth partners herein had also requested the eighteenth partner herein to render his professional services as their representative in the LLP and further at their request the eighteenth partner herein had agreed to be one of the designated partner of the firm.

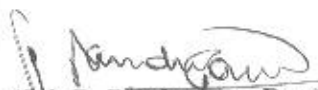
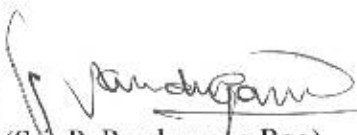
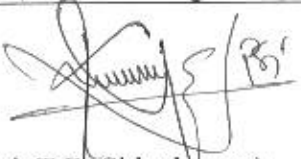
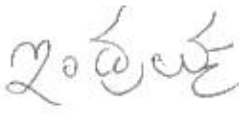
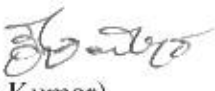
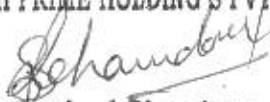
AND WHEREAS the twentieth to twenty fifth partners herein are the absolute Owners in peaceful possession and enjoyment of various extents of converted lands in and around Harohalli Village as detailed in this Deed. The Twenty Sixth party herein is a Private Limited Company incorporated under the provisions of Companies Act and having its registered office at the address mentioned hereinabove. The twenty seventh party herein is engaged in the business as realtor, promoter and developer of Lands in India.

AND WHEREAS the twentieth to twenty fifth parties herein with an intention to more beneficially enjoy their properties by forming sites in a duly formed/approved/sanctioned layout had earlier formed a conglomeration and had approached and invited the Twenty Sixth Party, a company principally engaged in the business as promoter and developer of lands to participate in their business of development of lands on partnership basis by contributing their skill, resources, man power and machinery so that the profits and losses derived out of the said business could be shared to between them for which the Twenty Sixth Partner herein had agreed by entering into initial memorandum of Understanding with them. Subsequently, the nineteenth party herein had also agreed to develop his lands along with the twenty sixth party herein. The first to seventeenth parties with the consent and concurrence of eighteenth

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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

party herein after coming know the said intention of twentieth to twenty fifth parties herein had expressed their intention to join the said process of development by contributing their lands for development. Subsequently, in the course of discussions and deliberations, by giving due regard to the magnitude of the project, the first to twenty sixth parties with an intention to introduce professional management in the course of their development had decided to avail the professional services of twenty seventh party herein, a Company incorporated under the provisions of Companies Act, 1956 and engaged in the business as promoter and developers of lands in India, having its registered office at the address mentioned hereinabove. The Twenty Sixth Party with the consent and concurrence of first to twenty fifth party herein had agreed to entrust/assign their rights of development to the Twenty Seventh Party herein for which the Twenty Seventh Party herein had agreed.

AND WHEREAS the nineteenth party herein is one of the directors of the twenty sixth party herein. The Twenty Sixth Party herein had provided financial assistance to the nineteenth partner to purchase the lands contributed by him as and when required by the nineteenth party herein. As such, the nineteenth party herein had requested the twenty sixth partner to participate in the process of development by agreeing to share his profit with the Twenty Sixth Partner herein towards their contribution in the manner detailed in this LLP Agreement for which the twenty Sixth partner had agreed. The parties after due deliberations and discussions with an intention to avoid any future complications, differences and disputes in their project have decided to enter into a limited liability partnership agreement to fix and limit their respective rights, liabilities, obligations and entitlements into writing. The parties with an intention to reduce their understanding into writing have entered into this Limited

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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

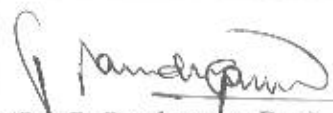
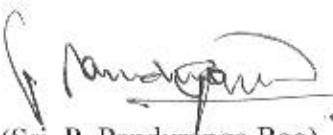
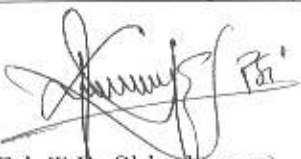
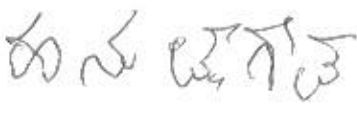
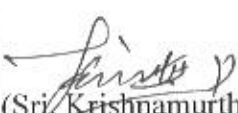
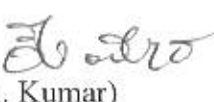
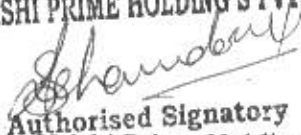
Liability Partnership Agreement, which shall supersede all earlier understandings, communications, agreements and arrangements between the parties and shall form binding agreement between the parties in all respect.

**NOW THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSTH
AS FOLLOWS:**

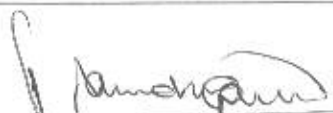
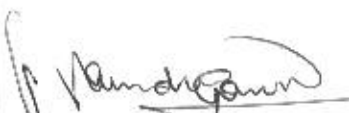
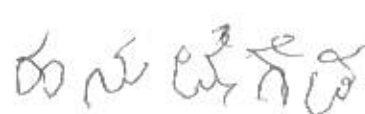
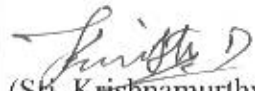
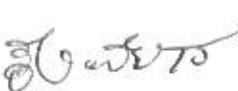
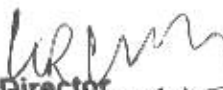
Article 1: Definitions:

It is mutually agreed to between the parties that unless the context otherwise requires, the following words used in this Agreement shall have the following meanings;

- 1.1. "LLP", means the Limited Liability Partnership duly formed and registered under the provisions of The Limited Liability Partnership Act, 2008 in the name and style **Harohalli LAND LLP.**
- 1.2. 'Advocate', means an Advocate as defined in Clause (a) of Sub-Section (1) of Section 2 of the Advocates Act, 1961.
- 1.3. 'Appellate Tribunal', means the National Company Law Appellate Tribunal constituted under Sub-Section 10-1'R of the Companies Act, 1956.
- 1.4. 'Act', means The Limited Liability Partnership Act, 2008

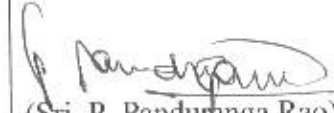
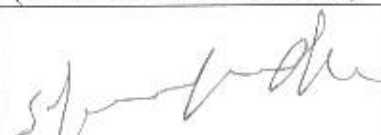
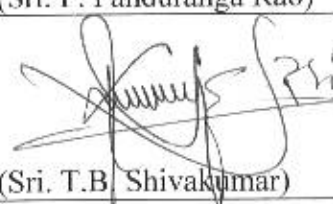
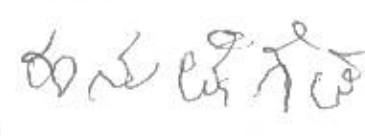
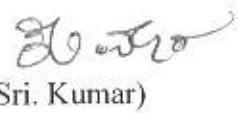
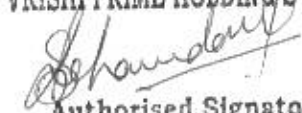
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- 1.5. 'Arbitrator', means person duly appointed as an arbitrator by mutual consent and concurrence of the parties in terms of this Deed, who is specifically governed under the provisions of The Arbitration and Conciliation Act, 1996.
- 1.6. 'Body Corporate' means a Company as defined in Section 3 of the Companies Act, 1956 and includes a limited liability partnership registered under the Act; a Limited Liability Partnership incorporated outside India but does not include a corporation sole; Co-operative Society registered under any law for the time being in force and any other body corporate not being a Company as defined under Companies Act, 1956 or Limited liability partnership as defined in the Act, which the central Government may by notification in the Official Gazette specify in this behalf.
- 1.7. 'Business' means, the business/activities carried on by **Harohalli Land LLP** i.e., the promotion, development and marketing of the sites formed in the layout developed in properties detailed in Clause 5 of this agreement.
- 1.8. 'Chartered Accountant' means a duly qualified professional as defined under Chartered Accountants Act, 1949 having necessary certificate of practice.
- 1.9. 'Club House' shall mean the club house including swimming pool and other facilities constructed, formed and developed by the twenty sixth partner in such portion of the layout as per the sanction plan with exclusive right in the twenty seventh partner to permit membership and collect necessary deposits, considerations and other monies

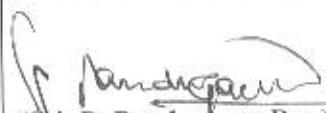
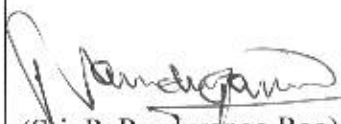
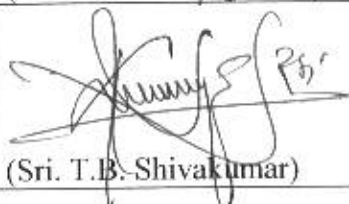
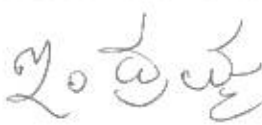
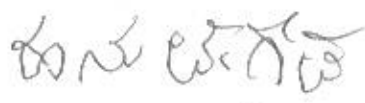
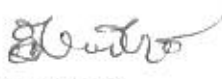
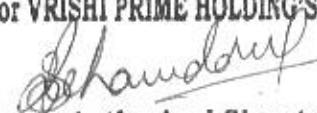
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

and subscription charges as the twenty seventh partner may decide for its exclusive benefit.

- 1.10. 'Company Secretary', means a duly qualified professional as defined under Company Secretaries Act, 1980 having necessary certificate of practice.
- 1.11. 'Cost Accountant' means duly qualified professional as defined under Cost and Works Accountants Act, 1959 having necessary certificate of practice.
- 1.12. 'Court' means the court of Judicial Magistrate of First Class or the Metropolitan Magistrate having jurisdiction to try any offences committed under the Act as per Section 77 of the Act.
- 1.13. 'Designated Partners' means such partner/s duly appointed as designated partner/s by the consent and concurrence of the other partner/s as detailed in this deed.
- 1.14. 'Developmental Activities' for the purpose of this agreement shall mean the activities undertaken by the twenty seventh partner in terms of this agreement by forming necessary roads for ingress and egress to the layout, providing water, electricity and sewage lines in the layout, putting up of outer compound wall (Boundary Wall) in terms of the sanction plan and all such other acts done and performed by the twenty seventh partner.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- 1.15. 'Financial Year' means for the first year commencing from this the 03rd day of February, 2016 and ending on 31.03.2016 and for the subsequent years commencing from 1st day of April every year and ending on 31st day of March of subsequent year.
- 1.16. 'Landowners' shall mean and include the respective landowners who have contributed their lands for development in terms of this LLP Agreement. Contextually the expression landowners shall include the eighteenth and twenty sixth parties, claiming their respective rights under the landowners and have taken the responsibility of honoring their commitments and discharging their obligation as detailed in this LLP Agreement.
- 1.17. 'Layout' shall mean the layout to be formed by the LLP in terms of this agreement as per sanction plan.
- 1.18. 'Partner' means any person who becomes partner in the LLP in accordance with this agreement.
- 1.19. 'Registrar' means, a Registrar, or an Additional, Joint, Deputy or an Assistant Registrar having duty of registering Companies under the Companies Act, 1956.
- 1.20. 'Resident of India', means a person who has stayed in India for a period of not less than one hundred and eighty two days during the immediately preceding one year.

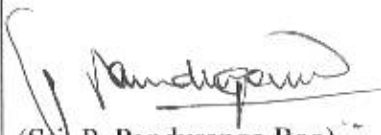
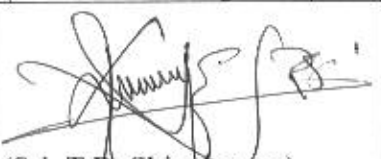
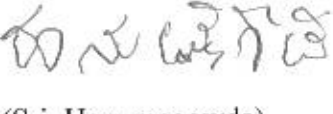
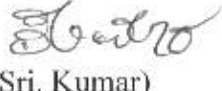
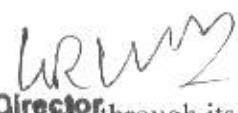
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

ARTICLE-2
PURPOSE AND OBJECT OF LLP

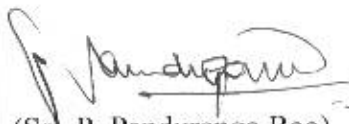
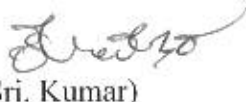
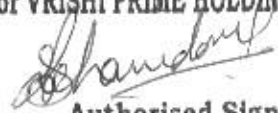
2.1. **Purpose and Objects:** The partners to this Agreement have formed **Harohalli Land LLP** with an intention to do the business jointly as partners by fixing/limiting their liability. The partners have decided to incorporate and register **Harohalli Land LLP** under the Limited Liability Partnership Act, 2008 with an intention to develop the converted lands detailed in Clause 5 of this Agreement into sites in a duly formed/approved/sanctioned layout and share the benefits/profits derived out of the same in the manner detailed in this agreement. The partners in this regard have specifically included the principal objects, incidental, ancillary and other associated objects and/or any other business that the firm may do/involve and the same is more particularly detailed in **Schedule-1** to this Agreement and the same shall form an integral and inseparable part of this agreement.

ARTICLE-3
NAME, CONSTITUTION, CONTRIBUTION AND PROFIT SHARING RATIO

1. **Name:** A Limited Liability Partnership formed under this Agreement and Governed under the Limited Liability Partnership Act, 2008 shall be carried on in the name and style **Harohalli Land LLP**.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

2. **Registered Office:** Harohalli Land LLP shall have its registered office at No.240, First Floor, 32nd Cross, Jayanagar, 7th Block, Bangalore – 560 082 and/or at such other place or places, as decided by the partners from time to time on mutual consent and concurrence.
3. **Nature of LLP:** Harohalli Land LLP is incorporated and registered under the Provisions of Limited Liability Partnership Act, 2008 shall be a body corporate having separate legal entity distinct from its members. Harohalli Land LLP shall have a perpetual succession and any change in the partners of Harohalli Land LLP shall not affect its existence, right or liabilities whatsoever. Harohalli Land LLP shall sue and be sued in its own name and is capable of acquiring, holding, alienating, disposing, managing or destroying the properties belonging to Harohalli LAND LLP. All contracts and agreements shall be entered in the name of Harohalli LAND LLP.
4. **Constitution:** It is mutually agreed to between the partners that Harohalli Land LLP shall have first to twenty sixth parties herein as partners and the following as **Designated Partners;**
- a) **Sri. P. Panduranga Rao**, the eighteenth party/partner, representing himself and being the nominee of third to seventeenth parties herein shall be the designated partner of the Harohalli Land LLP.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

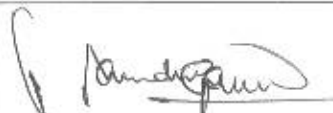
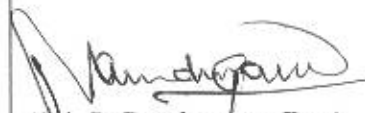
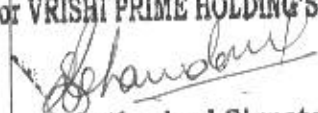
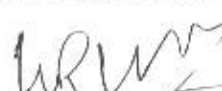
b) **Sri. S. Venugopal Naidu**, the nineteenth partner representing himself and being the nominee of first, second and twenty sixth partner herein shall be the designated partner of the Harollai Land LLP and

c) **Sri. K.R. Choudary**, the director and authorized signatory of the twenty seventh partner shall be the designated partner of the Harollai Land LLP. As the designated partners represent the interest of all the partners and they are been appointed so by giving due regard to their representative character, the cumulative decisions taken by the said designated partners shall be construed as the decision of the LLP and the same shall be final and binding on all the partners.

The partners of **Harohalli Land LLP** shall be allowed to admit any new partner/s subject to such terms and conditions mutually agreed upon by all the partners. The existing partners may go out of **Harohalli Land LLP** by giving notice in writing in this regard as detailed in this agreement. On change in constitution of the partnership, the surviving partners shall be entitled to appoint such other partner/s as designated partner/s from time to time.

5. Contribution of Partners:

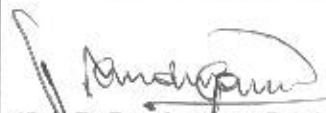
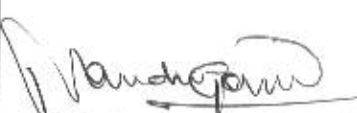
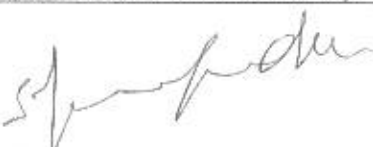
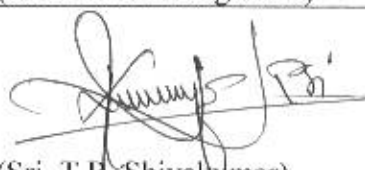
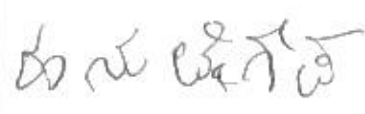
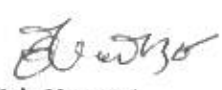
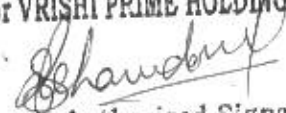
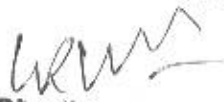
- a) The partners of the firm hereinafter have decided to run the business in the name of **Harohalli Land LLP**. The partners mutually covenant that they will obtain all necessary licences/approvals/no objection certificates/sanctions/permissions etc., from the

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDINGS PVT. LTD. Authorised Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

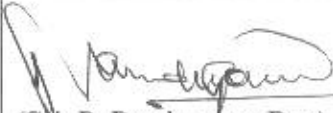
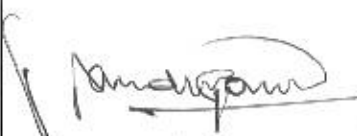
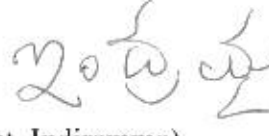
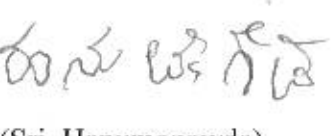
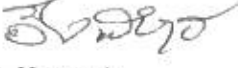
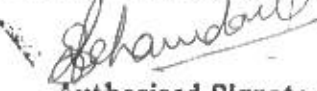
concerned authorities and government departments in the name of **Harohalli Land LLP** that are necessary for effective implementation the project. However, the **Harohalli Land LLP** shall be entitled to make use of all the existing conversions, approvals, no objections, sanctions and permissions obtained from the authorities concerned by the respective landowners and their predecessor/s in title and that are necessary for effective implementation of the project. The first to twenty fifth partners being the absolute owners of their respective portions of the land, herein and hereby fully and unconditionally authorize and empower the **Harohalli Land LLP** to make use of the existing licences, permissions, conversions, sanctions, approvals, no objections etc., obtained by them and that **Harohalli Land LLP** considers as necessary and useful in the course of its development. In case any extent of land is inadvertently not converted, it shall be the responsibility of the respective partner to convert the same and invest their land in the business of the LLP at their cost and expenses. The parties have decided to share the profits derived out of the business in the manner specified in this agreement.

b) The Contribution of the partners of Harohalli LAND LLP:

- i) **Contribution of the First to Seventeenth Parties:** The first to seventeenth parties herein are in joint possession, enjoyment and ownership of the converted lands in all measuring 26.07 acres detailed herein below as co-owners. The first to seventeenth partners had earlier purchased the said lands being the partners of one M/s. Landmark Properties and Developers. The lands owned, possessed and enjoyed jointly by the first to seventeenth parties, inter alia include;

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd. through its authorized signatory)		

Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion
Survey No. 345, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	3-27	E-Land bearing Sy. No. 346; W-Land bearing Sy. No. 344; N-Government Road; S-Land bearing Sy. No. 343 and Halla	Registered Sale deed dated 02.06.2011, Registered in the Office of Sub-Registrar, Kanakapura as Document No. 1275/2011-12, Book-1 stored in CD No. KNKD502	Order dated 20.09.2010, bearing No. rajika/ALN (ka)/CR/39/10-11
Survey No. 340/1, Harohalli Village, Harohalli Hobli, Kanakapura Taluk,	1-00	E-Land belonging to H.V. Sundresh; W-Land belonging to Puttaramaiah; N-Land belonging to Kenchaboraiah (Sy.	Sale Deed dated 26.05.2011, registered in the Office of the Sub-Registrar, Kanakapura as	Order dated 20.09.2010, bearing No. rajika/ALN (ka)/CR/38/10-11

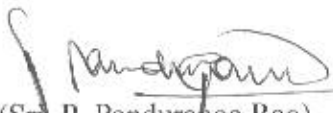
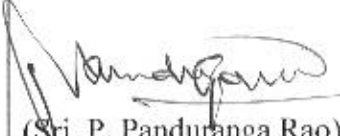
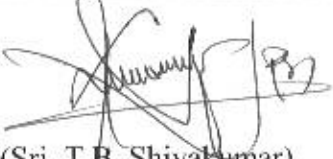
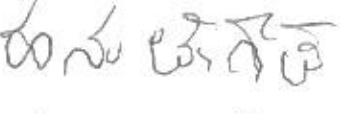
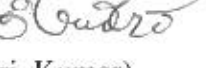
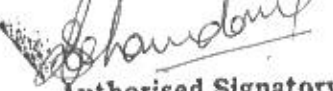
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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)

For VRISHI PRIME HOLDING'S PVT. LTD.

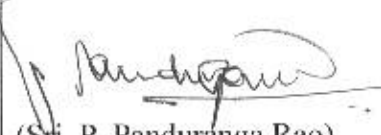
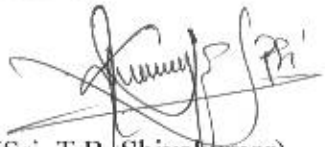
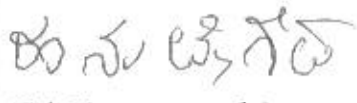
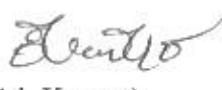
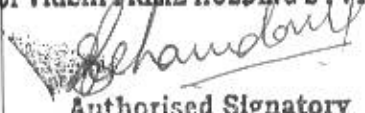
For HAROHALLI LAND DEVELOPERS PVT LTD.

(M/s. Harohalli Land Developers Pvt. Ltd. through its authorized signatory)

Ramanagar District		No. 340/3); S-Land belonging to H.V. Sundresh	Document No. KNK-1-01184-2011-12, Book-1, stored in CD No. KNKD204	
Survey No. 349/6, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-11	E-Land bearing Sy. No. 338; W-Land bearing Sy. No. 349/1 and 349/7; N-Land bearing Sy. No. 337/2; S-Land bearing Sy. No. 349/7 and 349/10	Sale deed dated 20.05.2011; registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-01018-2011-12, Book-1, stored in CD No. KNKD203	Order dated 20.09.2010, bearing No. rajika/ALN (ka)/CR/42/10-11
Survey No. 346/2, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	2-05	E-Land bearing Sy. No. 348 and 347; W-Land bearing Survey No. 346/1; N-Land bearing Sy. No. 346/1 and S-Land bearing Sy. No. 343	Sale deed dated 09.01.2012, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-07409-2011-12, Book-1,	Order dated 27.12.2011, bearing No. rajika/ALN (ka)/CR/26/11-12

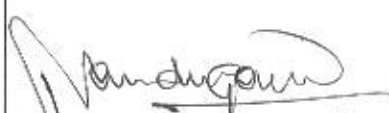
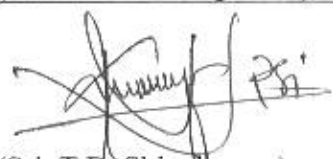
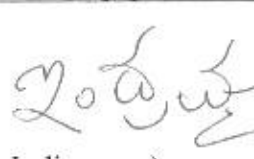
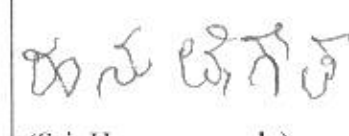
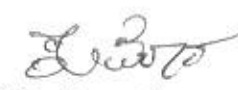
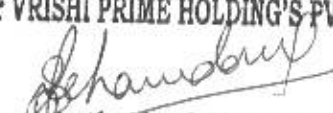
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorised Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
 For HAROHALLI LAND DEVELOPERS PVT LTD, (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

			stored in CD No. KNKD234	
Survey No. 340/3, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	1-00	E-Land bearing Sy. No. 338; W-Land bearing Sy. No. 348 and 347; N-Land bearing Sy. No. 349 and S-Land bearing Sy. No. 340/1	Sale Deed dated 09.01.2012, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-07403-2011-12, Book-1, stored in CD No. KNKD234	Order dated 27.12.2011, bearing No. rajika/ALN (ka)/CR/30/11-12
Sy. No. 340/2, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	03-03	E-Land bearing Sy. No. 339 and 341; W-Land bearing Sy. No. 347; N-Land bearing Sy. No. 340/1 and S-Land bearing Sy. No. 341	Sale deed dated 16.07.2011, registered in the office of the Sub-Registrar, Kanakapura as Document No. KNK-1-02296-2011-12, Book-1, stored in CD No. KNKD211	Order dated 20.09.2010, bearing No. rajika/ALN (ka)/CR/44/10-11
Sy. No. 344/1,	1-37	E-Land bearing Sy. No.	Sale deed dated	Order dated

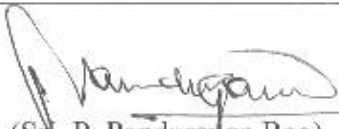
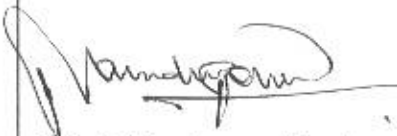
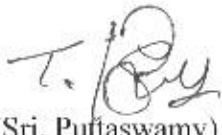
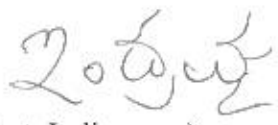
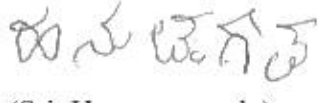
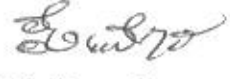
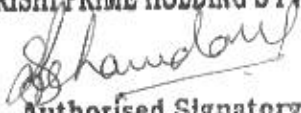
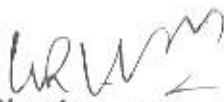
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

For VRISHI PRIME HOLDING'S PVT. LTD.

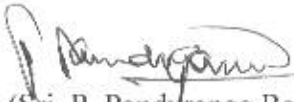
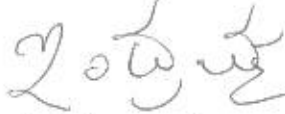
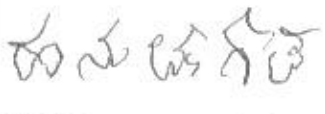
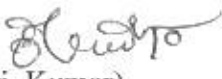
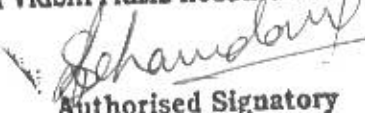
Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District		345; W-Land bearing Sy. No. 344/2; N-Land of Thamasandra Village and S-Land bearing Sy. No. 343	29.02.2012, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-09177-2011-12, Book-1, stored in CD No. KNKD242	20.09.2010, bearing No. rajika/ALN(ka)/CR/46/10-11
Sy. No. 344/2, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	1-31	E-Land bearing Sy. No. 344/1; W-Land bearing Sy. No. 344/3; N-Land of Thamasandra Village and S-Land bearing Sy. No.343	-do-	-do-
Sy. No. 455/6 (old No. 344/3), Harohalli Village, Harohalli Hobli, Kanakapura Taluk,	0-04	E-Land bearing Sy. No. 344/2; W-Land bearing Sy. No. 359; N-Land of Thamasandra Village and S-remaining portion of Land in Sy. No. 344/3	-do-	-do-

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shival Kumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

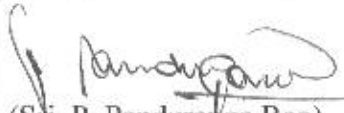
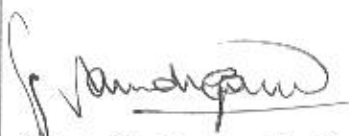
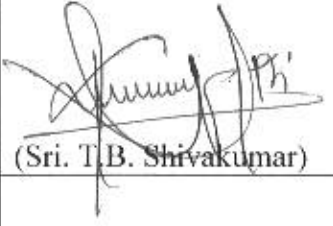
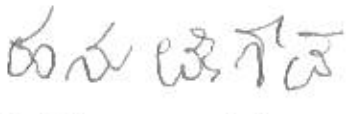
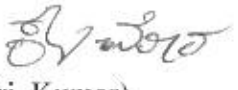
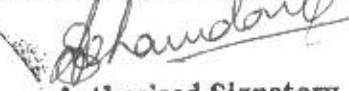
Ramanagar District				
Sy. No. 358/1, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-14	E-Land bearing Sy. No. 359; W-Land bearing Sy. No. 359/3 and Road; N-Land of Thamasandra Village and S-Land bearing Sy. No. 359/2 and 359/3	-do-	-do-
Sy. No. 359, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-12	E-Land bearing Sy. No. 344/3; W-Land bearing Sy. No. 358/1; N-Land of Thamasandra Village and S- Remaining portion of the land bearing Sy. No. 359	-do-	-do-
Sy. No. 346/1, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	2-26	E-Land bearing Sy. No. 346/2; W-Land bearing Sy. No. 345; N-Oni and S-Land bearing Sy. No. 343	Sale deed dated 08.02.2012, registered in the Office of the Sub-Registrar, Kanakapura as Document No.	Order dated 27.12.2011, bearing No. rajika/ALN (ka)/CR/27/11-12

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puftaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

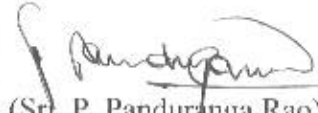
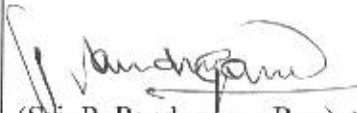
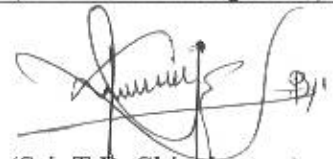
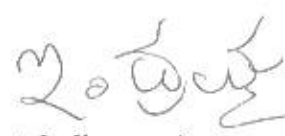
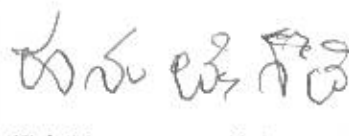
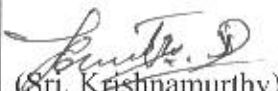
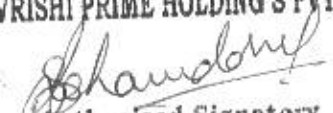
District			KNK-1-08422-2011-12, Book-1, stored in CD No. KNKD239	
Sy. No. 338/4 (Old No. 338), Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-16	E-Land belonging to Sri. Lokanath Naidu and Manju; W-Land belonging to Mayamma, Puttamari and Chowdamma; N-Land belonging to Papanna, Channahuchchaiah and Doddahuchchaiah; S-Land belonging to Landmark Properties and Developers	Sale Deed dated 14.06.2013, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-02426-2013-14, Book-1, stored in CD No. KNKD296	Order dated 20.09.2010, bearing No. rajika/ALN (ka)/CR/43/10-11
Sy. No. 344/5 (old No. 344/3), Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	1-22	E-Land bearing Sy. No. 344/2; W-Land bearing Sy. No. 359; N-Land bearing Sy. No. 344/6 and S-Land bearing Sy. No. 344/3	Sale deed dated 05.03.2014, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-13404-	Order dated 03.02.2014, bearing No. rajika/ALN (ka)/CR/35/2013-14

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shiyakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT. LTD.  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

District			2013-14, Book-1, stored in CD No. KNKD323	
Sy. No. 359/2, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	1-33	E-Sy. No. 244; W-Sy. No. 359/6; N-Sy. No. 359/1 and S- Maralugere Village boundary	Sale deed dated 28.03.2014, registered in the Office of the Sub- Registrar, Kanakapura as Document No. KNK-1-14428- 2013-14, Book-1, stored in CD No. KNKD324	Order dated 11.10.2013, bearing No. rajika/ALN (ka)/CR/40/2012-13
Sy. No. 360/3 (Old 360), Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-07	E-Sy. No. 359; W-Sy. No. 360/1, N-Sy. No. 361 and S-Sy. No. 360/2	-do-	-do-
Sy. No. 349/9	0-22	E-land bearing Sy. No. 338; W-Land bearing	Sale deed dated 27.03.2014,	Order dated 09.07.2013, bearing

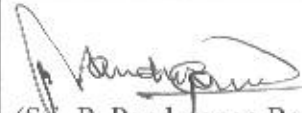
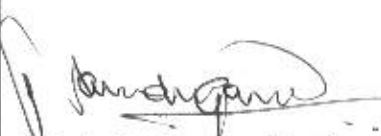
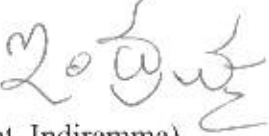
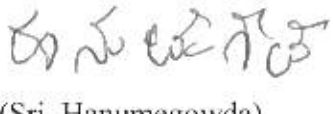
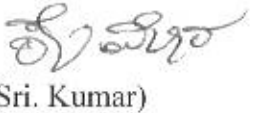
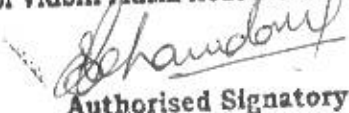
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

		Sy. No. 349/11; N-Land bearing Sy. No. 349/8 and S-Land bearing Sy. No. 340	registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-14424-2013-14, Book-1, stored in CD No. KNKD324	No. rajika/ALN (ka)/CR/41/2012-13
Sy. No. 349/10	0-24	E-land bearing Sy. No. 338; W-Land bearing Sy. No. 349/1; N-Land bearing Sy. No. 349/6 and S-Land bearing Sy. No. 349/8	-do-	-do-
Sy. No. 349/11	0-09	E-Land bearing Survey No. 349/9; W-Land bearing Sy. No. 349/5; N-Land bearing Survey No. 349/9 and S-Land bearing Sy. No. 340	-do-	-do-
Sy. No. 349/7	0-38	E-Land bearing Survey No. 349/6 and 349/10; W-Land bearing Sy. No. 349/1, 349/2 and	Sale deed dated 27.03.2014, registered in the Office of the Sub-	Order dated 09.07.2013, bearing No. rajika/ALN (ka)/CR/39/2012-13

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

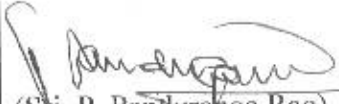
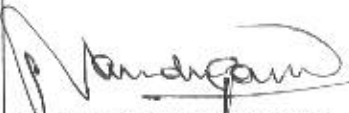
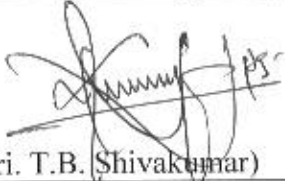
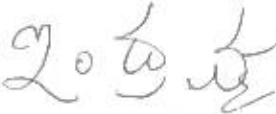
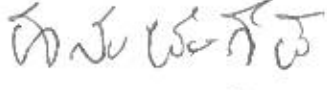
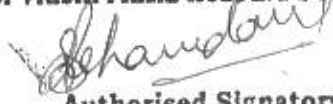
		349/3; N-Land bearing Survey No. 349/6 and S-Land bearing Sy. No. 349/8	Registrar, Kanakapura as Document No. KNK-1-14423-2013-14, Book-1, stored in CD No. KNKD324	
Survey No. 339/2 measuring 1 acre 04 guntas; Sy. No. 340/1 measuring 22 guntas, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	1-26	E-Government Road; W-Land belonging to Siddamma and Govindaraju; N-Land belonging to Dodda Huchchaiah and Channaiah and S-Land belonging to H.V. Harish	Registered Sale deed dated 26.05.2011, Registered in the Office of Sub-Registrar, Kanakapura as Document No. KNK-1-01183-2011-12, Book-1, stored in CD No. KNKD204	Order dated 20.09.2010, bearing No. rajika/ALN (ka)/CR/45/10-11
TOTAL		26 acres 07 guntas		

Under the aforesaid deed of dissolution dated 09th October 2015, the first to seventeenth parties herein have agreed and undertaken to enjoy the aforesaid property as co-owners.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

However, it is further agreed that out of the total extent of 26.07 acres, 9.61% shall belong to the first partner; 33.14% shall belong to the second partner; 7.62% shall belong to the third partner; 3.82% shall belong to the fourth partner; 3.82% shall belong to the fifth partner; 3.82% shall belong to the sixth partner; 11.45% shall belong to the seventh partner; 3.82% shall belong to the eighth partner; 3.82% shall belong to the ninth partner; 5.71% shall belong to the tenth partner; 1.91% shall belong to the eleventh partner; 1.91% shall belong to the twelfth partner; 1.91% shall belong to the thirteenth partner; 1.91% shall belong to the fourteenth partner; 1.91% shall belong to the fifteenth partner; 1.91% shall belong to the sixteenth partner and 1.91% shall belong to the seventeenth partner. After the said dissolution, the first to seventeenth parties herein are enjoying the aforesaid properties as co-owners by determining their entitlement as detailed hereinabove. As such, the first to seventeenth parties herein have contributed their respective rights in the total extent of 26.07 acres of converted land into the partnership business of Harohalli Land LLP.

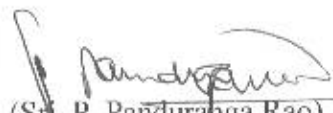
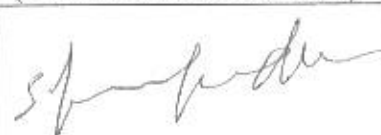
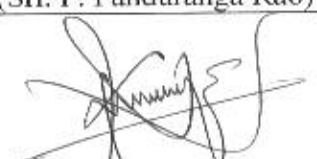
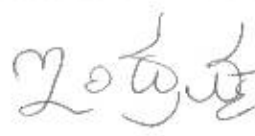
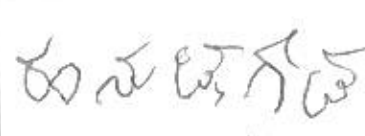
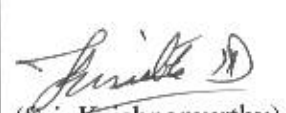
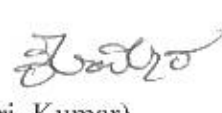
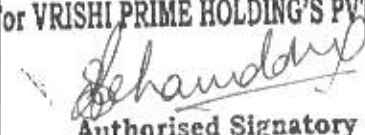
ii) **Contribution of the Eighteenth Party:** The eighteenth party herein is the power of attorney holder of third to seventeenth parties herein. The eighteenth party herein had represented the interest of third to seventeenth parties herein even in M/s. Landmark Properties and Developers. The eighteenth party herein had also represented the interest of third to seventeenth parties herein in the dissolution of the firm M/s. Landmark Properties and Developers. However, the service of the eighteenth party is not compensated by the third to seventeenth party herein. The third to seventeenth party herein had also requested the eighteenth party herein to represent their interest in the above LLP. The third to seventeenth

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

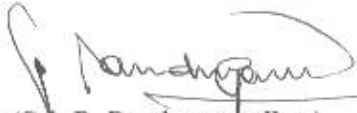
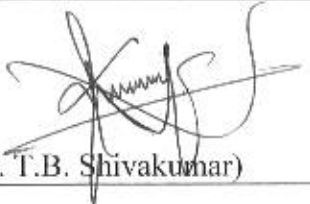
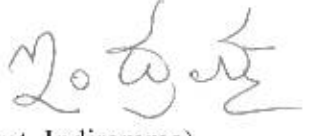
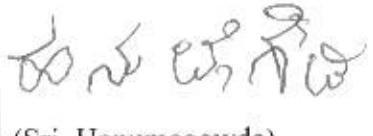
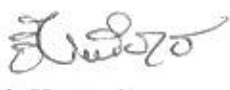
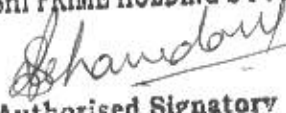
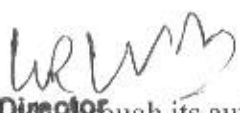
parties have also requested the eighteenth party herein to act as designated partner of the LLP by nominating him as their representative for which the eighteenth party herein had agreed. By giving due regard to all the aforesaid aspects, the third to seventeenth party herein have agreed to reduce their share in the LLP by offering the same to the eighteenth party herein for which the eighteenth party herein has agreed. The entitlement and the valuation of contribution of eighteenth party herein is more particularly detailed in this LLP and the same shall be construed as his contribution.

iii) **Contribution of the Nineteenth Party:** The nineteenth party being the absolute owner in peaceful possession and enjoyment of the converted lands detailed herein below had contributed/invested the same as his contribution being the partner of **Harohalli Land LLP**.

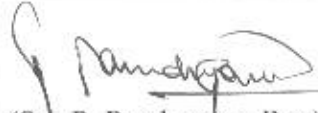
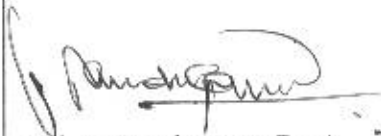
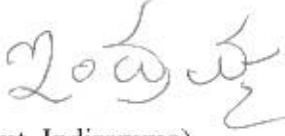
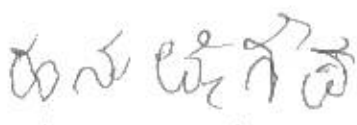
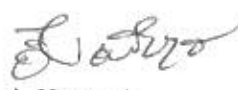
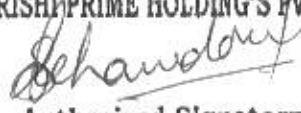
Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion	Undertaking by the owner
Survey No. 339/1; Harohalli Village, Harohalli Hobli,	0-31	E-Land bearing Sy. No. 386; W-Land bearing Sy. No. 338; N-Land bearing Sy. No. 339 and 337	Registered Sale deed dated 22.12.2014, Registered in the Office of	Order dated 12.12.2014, bearing No. rajika/ALN (ka)/CR/108/2014-15	Free hold, absolute ownership, no litigation, no encumbrance

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
 For HAROHALLI LAND DEVELOPERS PVT LTD, Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Kanakapura Taluk, Ramanagar District		and S-Land bearing Sy. No. 339/2	Sub-Registrar, Kanakapura as Document No. KNK-1-09463-2014-15, Book-1, stored in CD No. KNKD349		no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Survey No. 339/3; Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-24	E-Land bearing Sy. No. 336; W-Land bearing Sy. No. 338; N-Land bearing Sy. No. 339/1 and S-Land belonging to Sri. Govindaiah	-do-	-do-	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Survey No.	1-00	29 guntas	Sale deed	Order dated	Free hold,

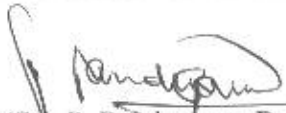
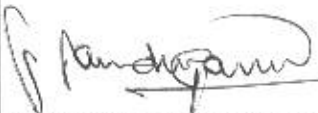
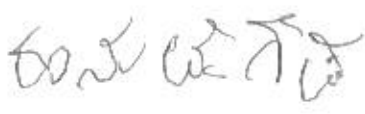
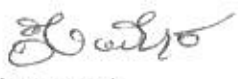
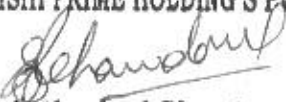
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

337/3 and 337/4; Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District		bounded on the E-Land belonging to Mayyamma; W-Land bearing Sy. No. 351; N-Remaining portion of land bearing Sy. No. 337/2 and S-Land bearing Sy. No. 349 & 10 guntas bounded on the E-Land belonging to Mayyamma; W-Remaining portion of land bearing Sy. No. 337/2; N-Land bearing Sy. No. 109 and S-remaining	dated 7.11.2013, Registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-08306-2013-14, Book-1, stored in CD No. KNKD314.	12.12.2014, bearing No. rajika/ALN (ka)/CR/109/2014-15	absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
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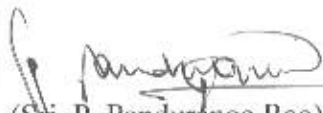
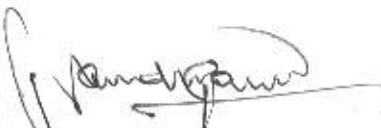
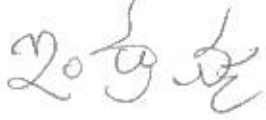
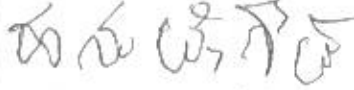
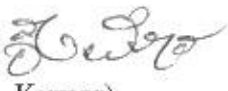
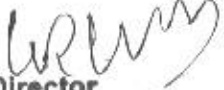
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

For VRISHI PRIME HOLDING'S PVT. LTD.

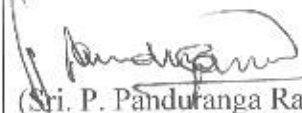
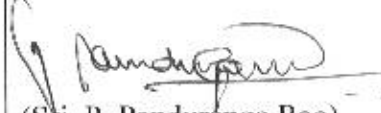
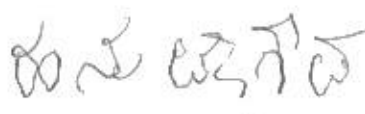
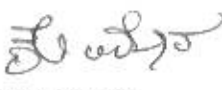
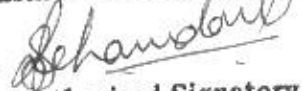
		portion of land bearing Sy. No. 337/2			
Survey No. 338/2; Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-10 ½	E-Land belonging to Lakanath Naidu and Manjunath; W-Land belonging to Gowramma and Suresh; N-Land belonging to Jagadish and S-Land belonging to Maraiah	Sale Deed dated 14.06.2013, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-02411-2013-14, Book-1, stored in CD No. KNKD296	The property is not converted and in agricultural status. It shall be the obligation of the second party to convert the said land within three months from this day and only after conversion, the same shall constitute his contribution. The second party undertakes to furnish necessary order of conversion within three months from this day and the	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

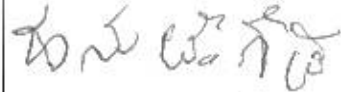
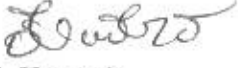
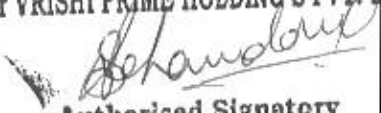
				development contemplated shall be subject to conversion.	
Survey No. 338/3, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-16	E-Land belonging to Lokanath Naidu and Manjunath; W-Land belonging to Sowbhagya; N-Land belonging to Kariyappa and S-Land belonging to Jogamaraiah	Sale deed dated 14.06.2013, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-02436-2013-14, Book-1, stored in CD No. KNKD 296 as confirmed by the Registered Deed of Confirmation dated	The property is not converted and in agricultural status. It shall be the obligation of the second party to convert the said land within three months from this day and only after conversion, the same shall constitute his contribution. The second party undertakes to furnish necessary order of conversion within three months from this day and the	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD,  Authorized Signatory (M/s. Vrish Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

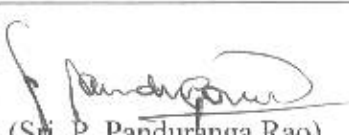
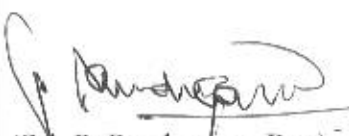
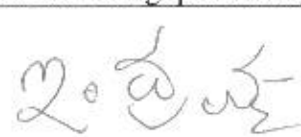
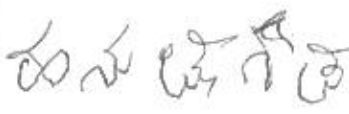
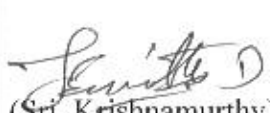
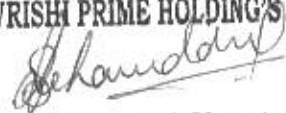
			20.06.2013, registered in the Office of the Sub-Registrar, Kanakapura as Document No.KNK-1-02733-2013-14, Book-1, stored in CD No. KNKD297	development contemplated shall be subject to conversion.	
Survey No. 347, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	4-38	E-Sy. No. 340 and 341; W-Sy. No. 346; N-Sy. No. 348 and S-Sy. No. 342 and village boundary	Sale deed dated 26.02.2014, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-13111-2013-14, Book-1,	Order dated 22.02.2014, bearing No. rajika/ALN (ka)/CR/31/2013-14	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
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			stored in CD No. KNKD322		laws/bye-laws etc.,
Survey No. 348, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	2-26	E-Sy. No. 349; W-Sy. No. 346; N-Remaining land block-I and Road and S-Sy. No. 347	-do-	-do-	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Sy. No. 338/1, Harohalli Village, Harohalli Hobli, Kanakapura Taluk,	0-10.12 (0-10 3/4 guntas)	E-Land belonging to T. Manjunath in Sy. No. 339/1 and 2; W-Land belonging to Smt. Madhamma in Sy. No.	Sale deed dated 04.12.2015, registered in the Office of the Sub-Registrar, Kanakapura	Order dated 11.09.2015 bearing No. RDK/ALN (K)/CR/153/2014-15, dated 11.09.2015.	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any

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 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Ramanagar District		349/6; N-land belonging to Sri. Kurlaya in Survey No. 338 and S-land belonging to Sri. Kariyappa in Sy. No. 338	as Document No. KNK-1-08342-2015-16, Book-1, stored in CD No. KNKD381.		other person/s, no violation of any laws/bye-laws etc.,
Sy. No. 349/8, Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	1 acre and 3 guntas of land	E-Sy. No. 338; W-Sy. No. 349/3 and Sy. No. 349/4; N-Sy. No. 348/7 and Sy. No. 348/10 and S-Sy. No. 349/3	Sale Deed dated 16.11.2015, Registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-07618-2015-16, Book-1, stored in CD No. KNKD 377	Order dated 29.05.2015 bearing No. RDK/ALN (K)/CR/147/2014-15.	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Sy. No. 338/5,	0-10.12 (0-10)	E-Land belonging to T.	Sale deed dated	Order dated 11.09.2015 bearing	Free hold, absolute

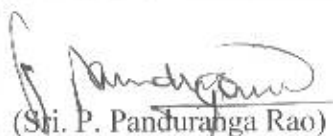
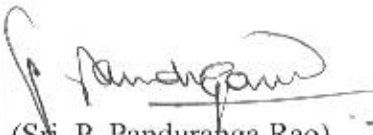
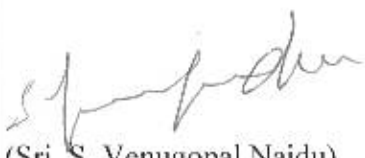
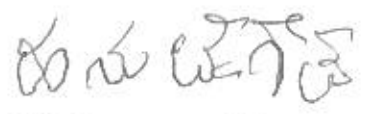
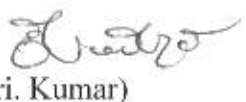
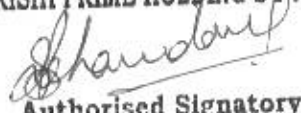
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrish Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	¾ guntas (10.12 guntas)	Manjunath in Sy. No. 339/1 and 2; W-Land bearing Sy. No. 349/10; N-land belonging to Late. Maraiah in Sy. No. 338 and S-land belonging to Doddahuchhaiah in Sy. No. 338	04.12.2015, registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-08344-2015-16, Book-1, stored in CD No. KNKD381	No. RDK/ALN (K)/CR/151/2014-15.	ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
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Apart from the aforesaid contribution of land, the nineteenth party undertakes to actively participate in the process of development and further undertakes to extend full co-operation to other partners in the process of development.

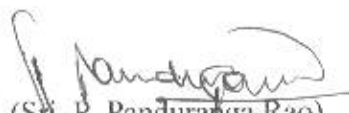
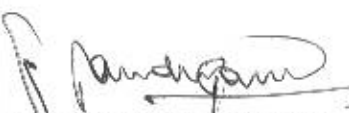
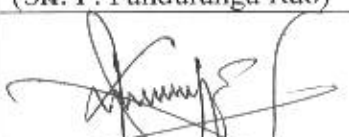
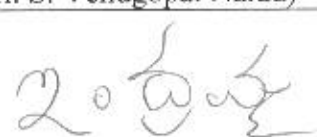
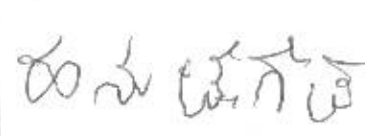
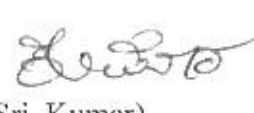
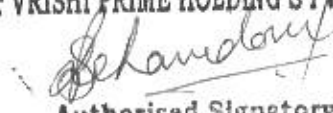
iii) **Contribution of the Twentieth Party:**

The twentieth party being the absolute owner in peaceful possession and enjoyment of the converted lands detailed herein below had agreed and undertaken to introduce the same as his contribution being the partner of the firm.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,		
 Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

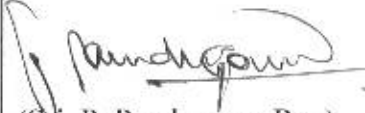
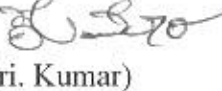
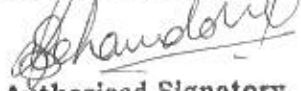
Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion	Undertaking by the owner
Sy. No. 361; Tamasandra Village, Harohalli Hobli, Kanakapura Taluk	4-01	E-Land bearing Survey No. 359; W-Land belonging to Somanna; N-Land bearing Sy. No. 358 and S-Land bearing Sy. No. 360	DETAILS NOT FURNISHED	Order dated 12.12.2014, bearing No. rajika/ALN (ka)/CR/110/2014-15	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

Apart from the aforesaid contribution of land, the twentieth party undertakes to actively participate in the process of development and further undertakes to extend full co-operation to other partners in the process of development.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- iv) **Contribution of the Twenty First Party:** The twenty first party being the absolute owner in peaceful possession and enjoyment of the converted lands detailed herein below had agreed and undertaken to introduce the same as his contribution being the partner of the firm.

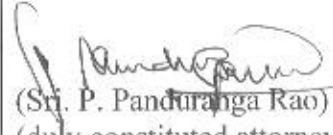
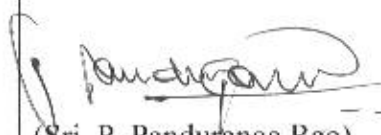
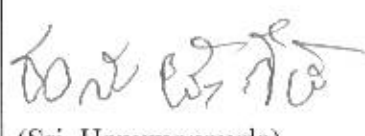
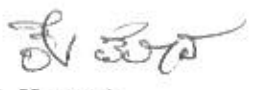
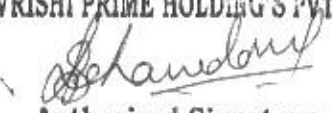
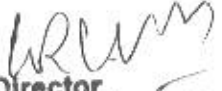
Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion	Undertaking by the owner
Sy. No. 349/4; Harohalli Village, Harohalli Hobli, Kanakapura Taluk	0-19	E-Land bearing Survey No. 349/8; W-Land bearing Sy. No. 348; N-Land bearing Sy. No. 349/3 and S-Land bearing Sy. No. 349/5	DETAILS NOT FURNISHED	Order dated 12.12.2014, bearing No. rajika/ALN (ka)/CR/111/2014-15	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Sy. No.	0-18	E-Land	DETAILS	-do-	Free hold,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties hercin)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

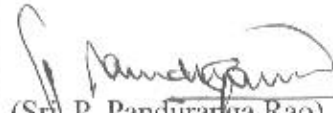
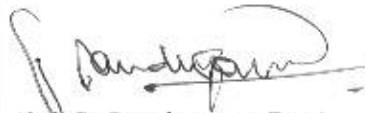
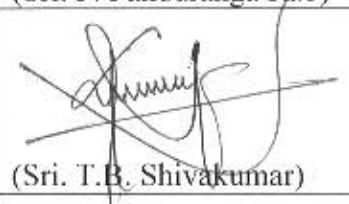
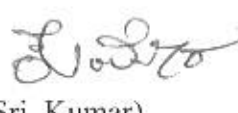
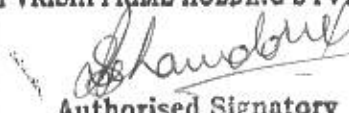
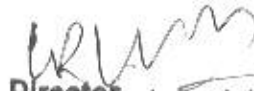
349/5; Harohalli Village, Harohalli Hobli, Kanakapura Taluk		bearing Survey No. 349/11; W-Land bearing Sy. No. 348; N-Land bearing Sy. No. 349/4 and S- Land bearing Sy. No. 340	NOT FURNISHED		absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye- laws etc.,
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Apart from the aforesaid contribution of land, the twenty first party undertakes to actively participate in the process of development and further undertakes to extend full co-operation to other partners in the process of development.

- v) **Contribution of the Twenty Second Party:** The twenty second party being the absolute owner in peaceful possession and enjoyment of the converted lands detailed herein below had agreed and undertaken to introduce the same as her contribution being the partner of the firm.

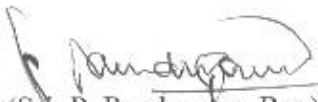
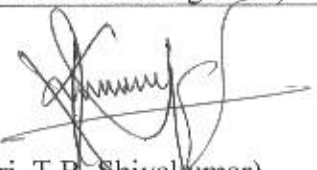
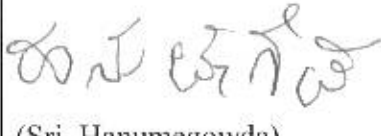
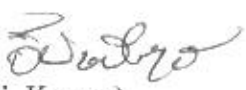
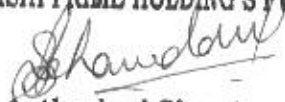
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shival Kumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion	Undertaking by the owner
Sy. No. 349/1; Harohalli Village, Harohalli Hobli, Kanakapura Taluk	0-27	E-I and bearing Survey No. 349/6 and 349/7; W-Land bearing Sy. No. 350; N-I and bearing Sy. No. 337 and S-Land bearing Sy. No. 349/2	DETAILS NOT FURNISHED	Order dated 12.12.2014, bearing No. rajika/ALN (ka)/CR/107/2014-15	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Sy. No. 349/2; Harohalli Village, Harohalli Hobli,	0-28	E-I and bearing Survey No. 349/7; W-Land bearing Sy. No. 348; N-I and	DETAILS NOT FURNISHED	-do-	Free hold, absolute ownership, no litigation, no encumbrance

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

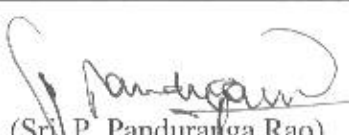
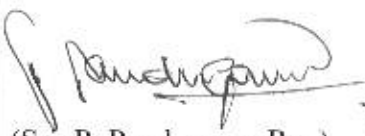
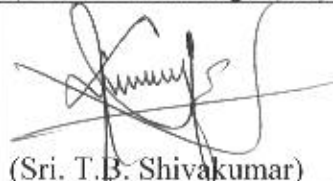
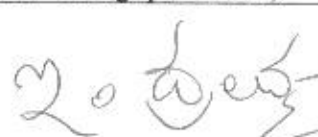
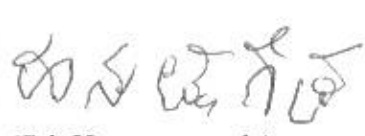
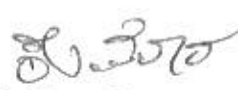
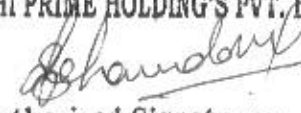
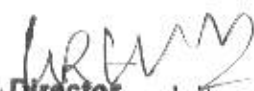
Kanakapura Taluk		bearing Sy. No. 349/1 and S-Land bearing Sy. No. 349/3			no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,
Sy. No. 349/3; Harohalli Village, Harohalli Hobli, Kanakapura Taluk	0-27	E-Land bearing Survey No. 349/8; W-Land bearing Sy. No. 348; N-Land bearing Sy. No. 349/2 and S-Land bearing Sy. No. 349/4	DETAILS NOT FURNISHED	-do-	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

Apart from the aforesaid contribution of land, the twenty second party undertakes to actively participate in the process of development and further undertakes to extend full co-operation to other partners in the process of development.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

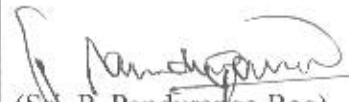
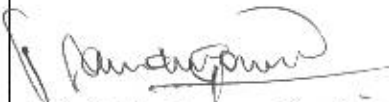
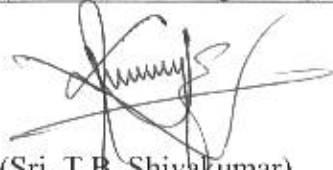
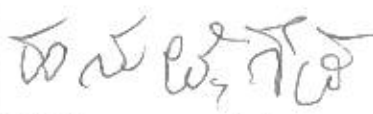
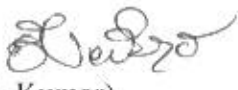
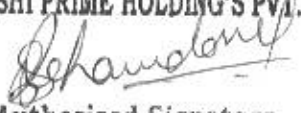
- vi) **Contribution of Twenty Third Party:** The twenty Third party being the absolute owner in peaceful possession and enjoyment of the converted lands detailed herein below had agreed and undertaken to introduce the same as his contribution being the partner of the firm.

Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion	Undertaking by the owner
Sy. No. 359/3; Hosakote Village, Harohalli Hobli, Kanakapura Taluk	1-35	E-Land belonging to Shivanamma in Sy. No. 359/2; W-Land belonging to Thayi Marakka in Survey No. 359/4; N-Land bearing Sy. No. 359/1; S-Maralagere	Registered Deed of Release dated 07.09.2015, registered in the Office of the Sub-Registrar Kanakapura as Document No. KNK-1-05321-2015-16, Book-1, Stored in CD No. KNKD	Order dated 17.12.2014, bearing No. RSK/ALN (K)/CR/30/2014-15	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  (M/s. Vrish Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

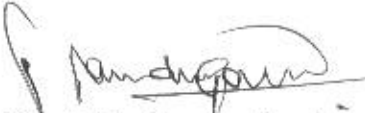
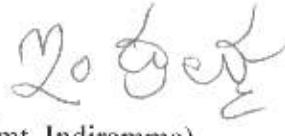
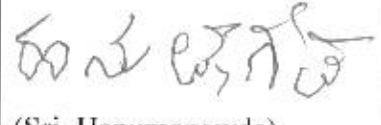
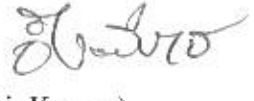
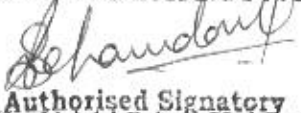
		village boundary and Land bearing Sy. No. 343	369		
Sy. No. 360/4; Hosakote Village, Harohalli Hobli, Kanakapura Taluk	0-07	E-Land belonging to Shivanamma in Sy. No. 359/2; W-Land belonging to Thayi Marakka in Sy. No. 359/4; N-Land bearing Sy. No. 359; S-Maralagere Village Boundary	Registered Deed of Release dated 07.09.2015, registered in the Office of the Sub-Registrar Kanakapura as Document No. KNK-1-05321-2015-16, Book-1, Stored in CD No. KNKD 369	Order dated 17.12.2014, bearing No. RSK/ALN (K)/CR/30/2014-15	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

Apart from the aforesaid contribution of land, the twenty third party undertakes to actively participate in the process of development and further undertakes to extend full co-operation to other partners in the process of development.

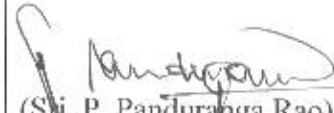
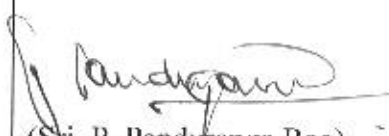
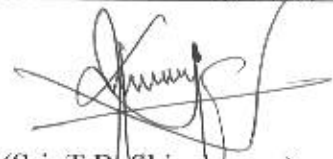
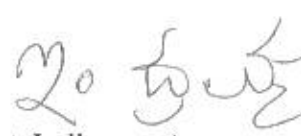
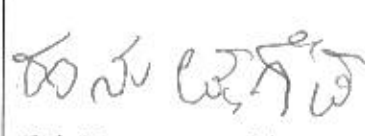
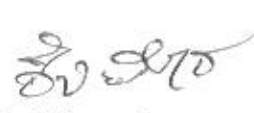
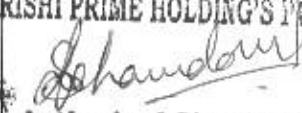
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- vii) **Contribution of Twenty Fourth and Twenty Fifth Parties:** The twenty fourth and twenty fifth party herein being the co-owners having equal share in the converted lands detailed herein below have agreed and undertaken to introduce the same as their contribution being the partners of the firm.

Details of Land	Extent in acres and guntas	Boundaries	Mode of Acquisition	Details of Order/s of Conversion	Undertaking by the owner
Sy.No.359/4 situated at Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District,	1-33	East by : Land belonging to Shivanamma in Sy. No. 359/3; West by : Land belonging to Puttaswamy in Survey No. 361; North by : Land bearing Survey No.	Registered Release deed dated 03.10.2015, Registered in the Office of the Sub-Registrar, Kanakapura as Document No, KNK-1-06022-2015-16, Book-1,	Official Memorandum No. RDK /ALN (K)/CR/148/2014 - 2015 dated 29/05/2015	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

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 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

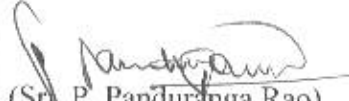
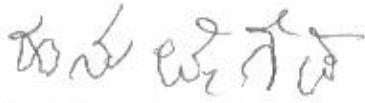
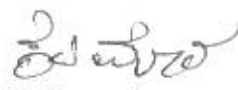
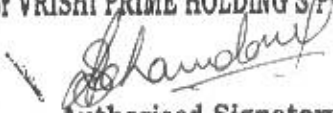
		359/1 and South by : Maralagere village boundary	stored in CD No. KNKD371		
Sy.No.360/1, situated at Harohalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagar District	0-06	East by: Land bearing Survey No. 360/4; West by : Land bearing Survey No. 360/2; North by : Land belonging to Sri. Puttaswamy in Sy.No.361 and South by : Land bearing Survey No. 360/2	Registered Release deed dated 03.10.2015, Registered in the Office of the Sub-Registrar, Kanakapura as Document No. KNK-1-06022-2015-16, Book-1, stored in CD No. KNKD371	Official Memorandum No. RIDK /ALN (K)/CR/148/2014 - 2015 dated 29/05/2015	Free hold, absolute ownership, no litigation, no encumbrance no rights in favour of any other person/s, no violation of any laws/bye-laws etc.,

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For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Apart from the aforesaid contribution of land, the twenty fourth and twenty fifth parties undertake to actively participate in the process of development and further undertake to extend full co-operation to other partners in the process of development.

- viii) **Contribution of Twenty Sixth Party:** The Twenty Sixth party is engaged in the business as builder, promoter and land developer. The nineteenth party herein is one of the directors of the twenty sixth party herein. The Twenty Sixth Party herein had provided financial assistance to the nineteenth party to purchase the lands contributed by him to the LLP as and when required by the nineteenth party herein. As such, the nineteenth party herein had requested the twenty sixth party to participate in the process of development by agreeing to share his profit with the Twenty Sixth Partner herein towards their contribution in the manner detailed in this LLP Agreement for which the twenty Sixth party had agreed.

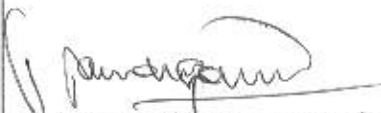
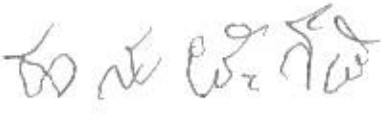
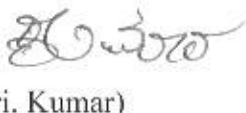
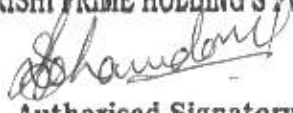
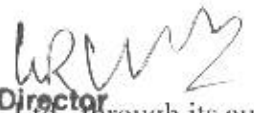
Apart from the same, the twenty sixth party had earlier entered into Memorandum of Understandings with the 20th to 25th parties herein. The twenty sixth party had paid in all a sum of Rs. 1,87,00,000/- (Rupees one crore eighty seven lakhs only) to the 20th to 25th parties herein as deposits. Subsequently, with their consent, the twenty sixth party herein had agreed to transfer their developmental rights in favour of the twenty seventh party herein and also had undertaken to extend their professional services till completion of the project. The twenty sixth party has agreed and undertaken to claim the sums invested by them from 20th to 25th partners herein independently, after plan sanctioning or at the time of distribution of profits or much prior to that date at the time of reservation of area in

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favour of 20th to 25th partners as contemplated under this agreement or any appropriate stage as the 26th party deems fit without exposing the lands under development, the other partners of LLP and the LLP to any peril, loss, liability or claims whatsoever. In such an event, the 20th to 25th parties herein have agreed and undertaken to pay the said amount to the 26th party. As the above right is independent and in addition to the entitlement of the twenty sixth party herein as partner of LLP, the said amount is not considered as the contribution of the 26th party herein. The 26th party shall recover the said amount from the 20th to 25th partners, without exposing the LLP, the properties of LLP properties and/or any other partners of the LLP to any loss, liability or peril whatsoever.

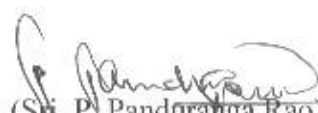
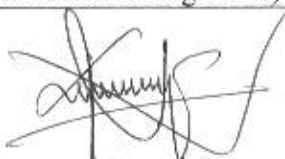
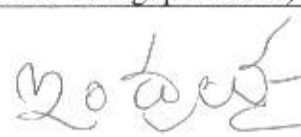
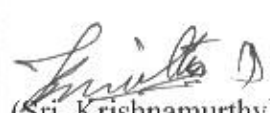
ix) **Contribution of Twenty Seventh Party:**

The Twenty Seventh Party has undertaken the responsibility of the development of lands contributed by the respective landowners as detailed in this LLP Agreement, who are the partners of LLP. The first to twenty sixth parties have required the twenty seventh party to contribute its skill, resources, expertise, infrastructure, men and machinery that are necessary for development. As such, it shall be the responsibility of the Twenty Seventh Party to actually develop the lands detailed hereinabove into duly formed and duly approved layout with necessary amenities and facilities as per the sanctioned plan. The Twenty Seventh party being the developer has undertaken the responsibility of preparing necessary plans and drawings that are to be submitted for approval and subsequent thereto, the Twenty Seventh Party shall at its cost and expenses carry out developmental activities and form a duly sanctioned and approved residential layout with necessary amenities and facilities. The Twenty Seventh Party shall have the absolute discretion of

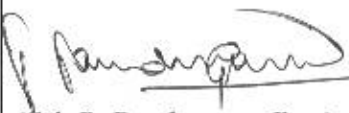
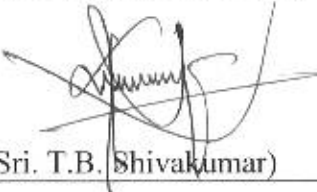
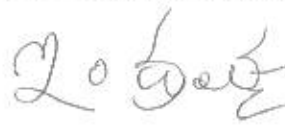
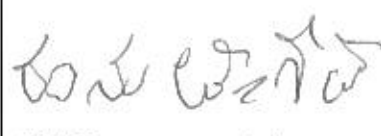
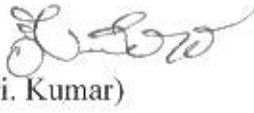
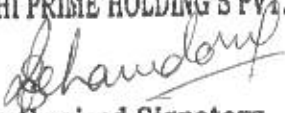
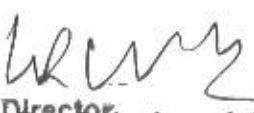
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 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrish Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

preparing the plans that are beneficial to all the partners and also modify, alter and change the existing plans as it deems fit, necessary, proper and beneficial in the interest of the firm. The expenses towards obtaining all statutory and other clearances, no objections, approvals, sanctions and licences vis-à-vis the developmental activities in the layout shall be that of the Twenty Seventh Party and the Twenty Seventh Party shall at its cost and expenses obtain the same. All necessary materials, raw materials, bye-products that are required for carrying the developmental activities shall be borne by the Twenty Seventh Party. However, it is hereby clarified that the deposits payable to the service providers/authorities concerned such as water, electricity, sewage etc., shall be borne by the partners as per their profit sharing ratio and the developmental cost requires to be borne by the twenty seventh partner shall not include the same. It is hereby further clarified that the construction of Club House in the layout by the twenty seventh party shall be the additional work carried by the twenty seventh Party at the request of first to twenty sixth parties herein. As such, the twenty seventh party shall be entitled to fix, collect and appropriate all deposits, subscription charges, membership fee and such other sums as decided by the twenty seventh party herein in addition to their profit sharing ratio detailed in this agreement and the first to twenty sixth party shall have no claim whatsoever over the same.

vii) **Nature of the liability of partners:** The partners mutually agree that the liability of the partners shall be limited for all practical purposes. The first to twenty sixth parties have entered into this Partnership on the basis of the representations of the Twenty seventh Party as to its expertise, skill, infrastructure and resources to develop the

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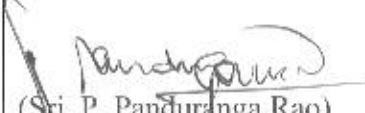
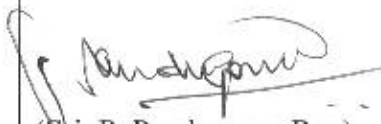
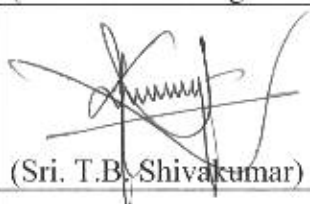
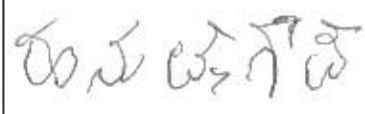
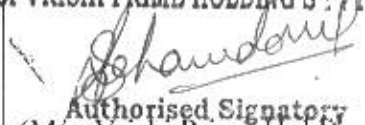
aforesaid lands into duly formed layout as per sanction plan with necessary facilities and amenities. The Twenty Sixth had agreed to become the partner of the firm on the basis of the representations of the first to twenty sixth parties as to their clear and undisputed title over the lands under development and their further representations that they will extend full co-operation and not to interfere/meddle with the development. As such, it is hereby clarified that the liability of the first to twenty sixth parties shall be limited and restricted to satisfy their title to all the purchasers of sites, third parties, banks and financial institutions and outer world over the lands contributed by them and in this regard, the first to twenty sixth parties shall fully indemnify the Twenty Seventh Party from any actions, loss or peril whatsoever. Similarly, in case of any litigations, actions or proceedings that may arise due to the development activities carried by the twenty seventh party on the aforesaid lands, the Twenty Seventh Party shall indemnify the first to twenty fifth parties fully against all claims, disputes, litigations and actions to their total exclusion. It is hereby further clarified that even in case of any third party litigations/actions due to improper development or violation of the sanction plan the same shall be exclusively answered by the Twenty Seventh Party. The said liability of the twenty seventh party shall subsist till completion of the project. The liability of the first to twenty sixth party shall be limited to answer all the claims pertaining to their title and in case of any defect in or want of title, the same shall be answered, rectified and cured by the first to twenty six parties herein at their cost and expenses. The first to twenty sixth parties have agreed to fully indemnify the twenty seventh party against any losses, damages, financial other liabilities etc., that the twenty seventh party may suffer due to defect in want of title of the first to twenty sixth parties herein or on account any litigations/actions by any third party

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

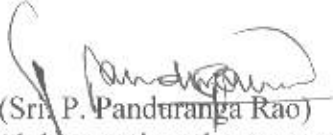
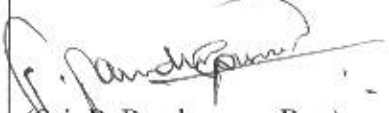
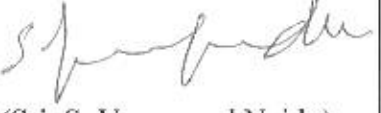
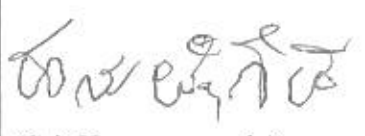
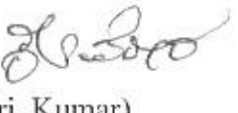
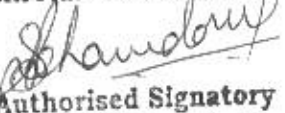
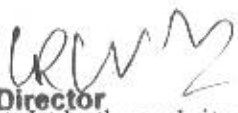
resulting in stoppage or delay in development. Similarly, the twenty seventh party shall indemnify the first to twenty sixth parties against any actions, litigations arising out of the developmental activities carried by them as developer. It is further agreed to between the partners that the scope of their liability shall be made known to every purchaser who participates in the Scheme of Development and intends to purchase a site in the duly formed layout of M/s. Harohalli Land LLP. Even if the **Harohalli Land LLP** intends to raise loans or make borrowings, the **Harohalli Land LLP** shall make known their arrangements to all such banks, financial institutions and other individuals. It is hereby clarified that as the eighteenth and twenty sixth parties herein have derived their benefit/share in the LLP from 3-17 parties and the nineteenth party respectively, the partners mutually agree that the indemnification as detailed hereinabove shall mutatis mutandis be applicable to them.

vii) **Profit Sharing Ratio of the Partners and Valuation of contribution of the partners:**

It is mutually agreed to between the parties that the profits and losses of **Harohalli Land LLP** and the assets and liabilities on dissolution/winding up of **Harohalli Land LLP** shall be shared by the partners in the manner detailed hereunder in the tabular columns. For the purpose of accounting, the valuation of the contribution of each of the partners of the LLP on the basis of their entitlement is detailed herein below;

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
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 Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

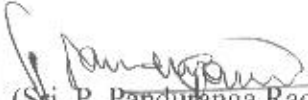
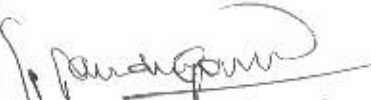
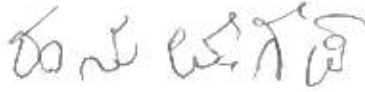
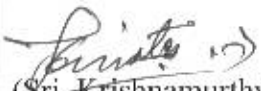
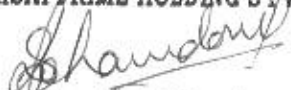
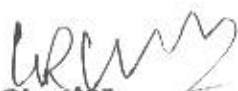
Partner	Profit Ratio	Sharing	Valuation (in Rupees)
First Party		3.05%	76,25,000=00
Second Party		10.53%	2,63,25,000=00
Third Party		2.31%	57,75,000=00
Fourth Party		1.15%	28,75,000=00
Fifth Party		1.15%	28,75,000=00
Sixth Party		1.15%	28,75,000=00
Seventh Party		3.46%	86,50,000=00
Eighth Party		1.15%	28,75,000=00
Ninth Party		1.15%	28,75,000=00
Tenth Party		1.72%	43,00,000=00
Eleventh Party		0.58%	14,50,000=00
Twelfth Party		0.58%	14,50,000=00
Thirteenth Party		0.58%	14,50,000=00
Fourteenth Party		0.58%	14,50,000=00
Fifteenth Party		0.58%	14,50,000=00
Sixteenth Party		0.58%	14,50,000=00
Seventeenth Party		0.58%	14,50,000=00
Eighteenth party		0.90%	22,50,000=00
Nineteenth party		14.12%	3,53,00,000=00
Twentieth party		4.87%	1,22,00,000=00

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

For VRISHI PRIME HOLDING'S PVT. LTD.

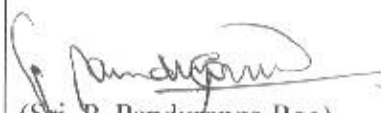
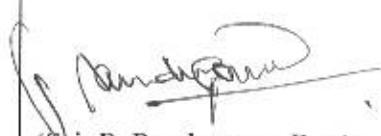
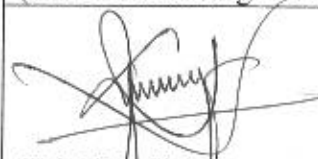
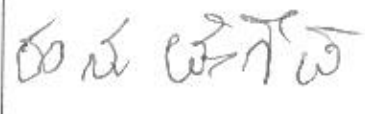
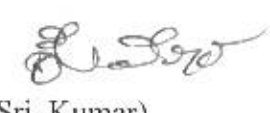
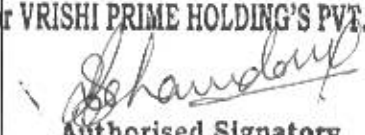
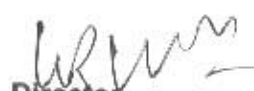
Twenty first party	1.12%	28,00,000=00
Twenty second party	2.48%	62,00,000=00
Twenty third party	2.48%	62,00,000=00
Twenty fourth party	1.20%	30,00,000=00
Twenty fifth party	1.20%	30,00,000=00
Twenty sixth party	0.74%	18,50,000=00
Twenty seventh party	40%	10,00,00,000=00
TOTAL	100%	25,00,00,000=00

Formula adopted by the partners for calculating the profit sharing ratio: The landowners aforesaid with an intention to develop their respective properties jointly have pooled the same and approached the twenty seventh party with the consent of the twenty sixth party to develop the same by agreeing to fix share of profit of twenty seventh party @ 40% in every extent of land developed thereby restricting the entitlement of the first to twenty sixth party to the remaining 60% to be shared in the manner aforesaid. Out of their entitlements, the third to seventh parties and nineteenth party herein have agreed to share the profits with eighteenth and twenty sixth parties respectively by recognizing their contributions. As such, the formula detailed in the below mentioned tabular column shall be the profit sharing ratio of the partners of the firm.

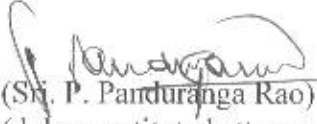
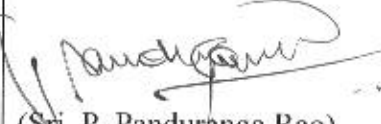
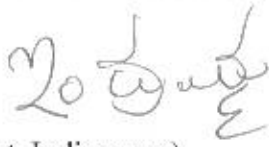
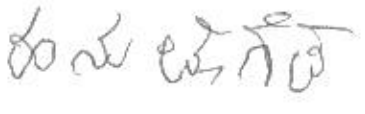
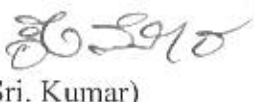
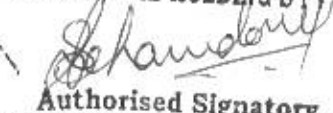
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

CALCULATION OF PROFIT SHARING RATIO

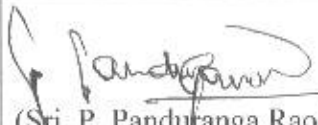
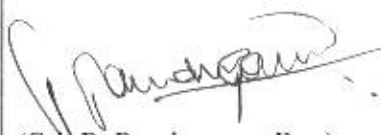
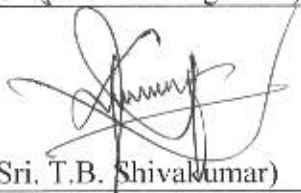
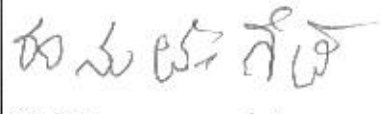
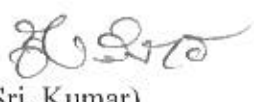
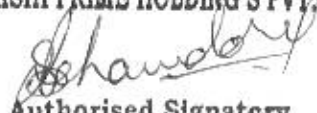
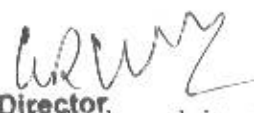
Partner	Contribution of land in acres and guntas	Agreed ratio for respective owners in the land and twenty sixth party	Area of development fallen to the benefit and share of the respective owners (in guntas)	Area of development fallen to the benefit and share of the Twenty Sixth Party (in guntas)	Percentage in total profit sharing ratio
First to Seventeenth parties	26-07 (1047 guntas)	60:40	628.2	418.8	30.85% (out of total entitlement of 31.76%. 0.90% is allotted to 18 th party out of the share of third to seventeenth parties)

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,		
 Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Eighteenth Party	(5% out of the contributions of 3-17 partners)				0.90%
Nineteenth party	12-10 (490 guntas)	60:40	294	196	14.12%* (out of total entitlement of 14.86% of 19 th party 0.74% is allotted to twenty sixth party)
Twentieth Party	4-01 (161 guntas)	60:40	96.6	64.4	4.88%
Twenty First Party	0-37 (37 guntas)	60:40	22.2	14.8	1.12%
Twenty second party	2-02 (82 guntas)	60:40	49.2	32.8	2.48%

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For HAROHALLI LAND DEVELOPERS PVT LTD,  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

Twenty Third Party	2-02 (82 guntas)	60:40	49.2	32.8	2.48%
Twenty fourth Party	0-39.5 (39.5 guntas)	60:40	23.7	15.8	1.20%
Twenty fifth party	0-39.5 (39.5 guntas)	60:40	23.7	15.8	1.20%
Twenty sixth party	(5% out of the contributions of 19 th partner)	-	-	-	0.74%
Twenty seventh party	Cost of carrying out developmental activities plus Skill and expertise in the process of development of total 1978 guntas of	60:40	1186.8 (60%)	791.2 (40%)	40%

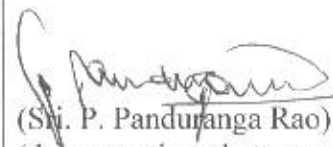
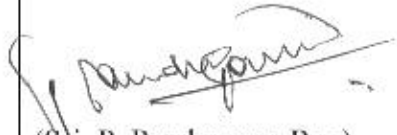
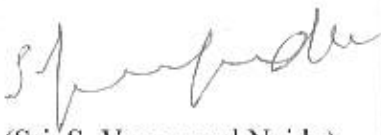
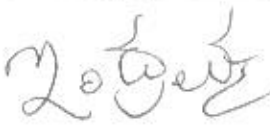
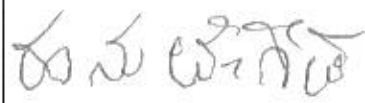
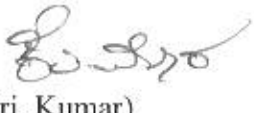
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For VRISHI PRIME HOLDING'S PVT. LTD.

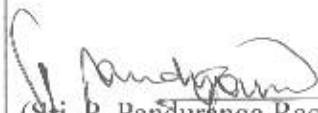
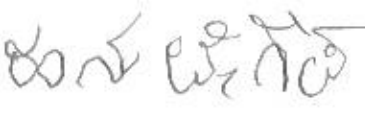
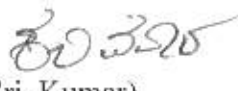
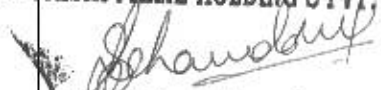
	land)				
TOTAL		60:40		1978	100%

Explanation-1: It is mutually agreed to between the parties First to Seventeenth parties shall *inter se* share their 31.76% of profit sharing ratio in the LLP on the basis of their contribution of land as detailed herein below;

Out of the said 31.76% the share of profit of the first to seventeenth parties, the entitlement of the each party on the basis of their respective contribution shall be as under;					
First Party	Second Party	Third party	Fourth party	Fifth party	Sixth party
3.05%	10.53%	2.42%	1.21%	1.21%	1.21%
Seventh party	Eighth party	Ninth Party	Tenth Party	Eleventh Party	Twelfth Party
3.64%	1.21%	1.21%	1.81%	0.61%	0.61%
Thirteenth party	Fourteenth party	Fifteenth party	Sixteenth party	Seventeenth Party	
0.61%	0.61%	0.61%	0.61%	0.61%	

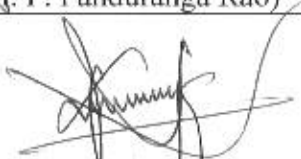
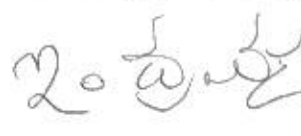
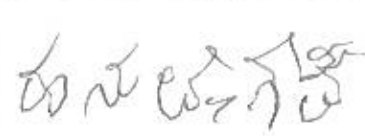
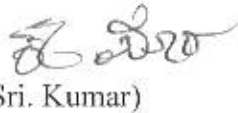
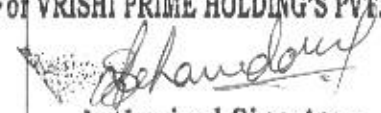
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For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- vii) **Preservation of rights of the partners:** It is mutually agreed to between the partners that in case any of the partner/s instead of staking his claim to his share of profits, requests the LLP to retain or reserve any site or sites for future benefit by adjusting his share of profit to such sites, the LLP shall endeavor to make such arrangements to preserve the rights of such partner/s, enabling him/them to own the sites in the duly formed layout. The partner/s is/are entitled to make such claims even prior to offering of sites to prospective purchaser/s on finalization of plans. However, the discretion of allotment of sites vests with the designated partners and the designated partners may allot the sites in one compact block or otherwise as decided by them by giving due regard to the cumulative interest of all the partners. In any such event, if any partner/s gets the sites allotted in different survey numbers than contributed by him/them, the incidence of stamp duty and registration charges, if any shall be borne by such partner/s who intend/s to retain the sites for future benefit to the total exclusion of the LLP and all other partner/s.
- viii) **Withdrawals:** It is mutually agreed to between the partners that no partner shall be entitled to make withdrawals unless otherwise specifically decided by the designated partners.
- ix) **Common Seal:** It is mutually agreed to between the partners that **Harohalli Land LLP** shall have a common seal to be affixed on documents and the same shall contain the signature of the Designated Partners or their authorized representatives as the case may be, to bind **Harohalli Land LLP**.

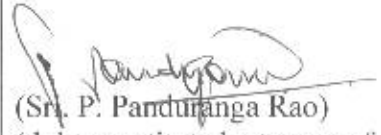
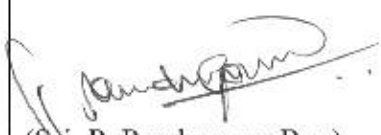
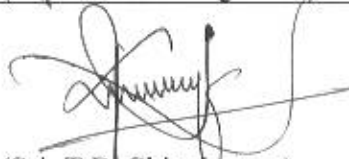
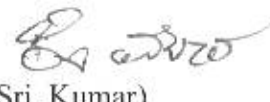
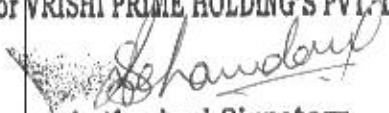
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ARTICLE-4
MUTUAL RIGHTS AND DUTIES OF PARTNERS

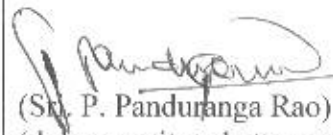
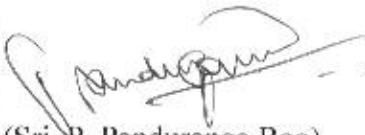
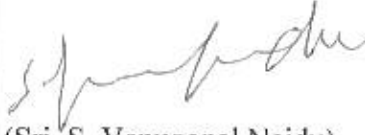
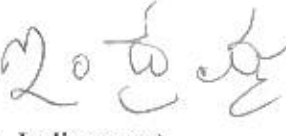
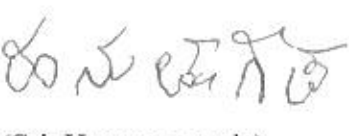
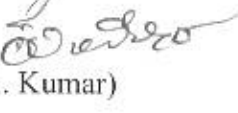
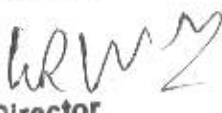
1. Every partner shall account to the limited liability partnership for any benefit derived by him/her/them without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him/her/them of the property, name or any business connection of the limited liability partnership.
2. Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused to **Harohalli Land LLP** due to the fraudulent acts in conducting the business of the limited liability partnership. In case of fraud of any of the partner, the liability of such partner shall be unlimited.
3. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner/s or his legal representatives or authorized agents.
4. In case any of the Partners of **Harohalli Land LLP** desires to transfer or assign his/her interest or shares in the **Harohalli Land LLP** he/she/they have to offer the same to the remaining partner/s by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his/her/their share to any other person/s of his/her/their choice. However, it is mutually agreed to between the partners that the partner/s desire to transfer his/her/their interest in the business shall not transfer to any other person/s for lesser price than offered to the other partner/s of **Harohalli Land LLP**.

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

5. No partner shall be entitled to remuneration for acting in the business or management of the limited liability partnership.
6. The partners shall be independently liable for their personal borrowings and liability and shall indemnify the partners of **Harohalli Land LLP** fully against any liability, risk or loss whatsoever.
7. It is mutually agreed to between the parties that all major decisions relating to **Harohalli Land LLP** shall be taken on mutual consent and concurrence by the designated partners as they being the nominees, represent the cumulative interest of all the partners of the firm. If the designated partners fail to reach consensus, the same shall be decided by majority decision of the designated partners. For the aforesaid purposes, each partner shall have one vote. However, it is hereby agreed that no change may be made in the nature of business of the limited liability partnership without the written consent of all the partners.
8. The decisions taken by **Harohalli Land LLP** shall be recorded in minutes within thirty days of taking such decisions and the same shall be kept and maintained at the registered office of the limited liability partnership.
9. Each partner shall render true accounts and full information and disclosure of all things affecting the limited liability partnership to any partner or his legal representatives/authorized agents.
10. The partners for the purpose of business of **Harohalli Land LLP** shall be the agent of the Limited Liability Partnership. However, they are not the agents of other partners.

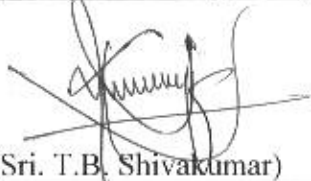
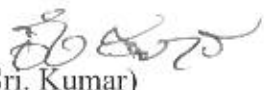
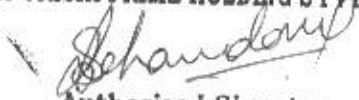
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11. Partner/s of **Harohalli Land LLP** is/are not personally liable directly or indirectly for an obligation/liability of **Harohalli Land LLP** solely by reason of being a partner of the Limited Liability Partnership. However, the partners cannot seek exoneration from their liability for their own wrongful act or omission. However, a partner shall not be liable for the wrongful act or omission of any other partner/s of the Limited Liability Partnership.
12. No partner can bind **Harohalli Land LLP** for any acts, deeds and things of a partner in dealing with any person if—
- I. the partner in fact has no authority to act for and on behalf of the LLP in doing a particular act; and
 - II. the person knows that such partner has no authority or does not know or believe him to be a partner of the **Harohalli Land LLP**.
- III. No partner shall without the written consent of the **Harohalli Land LLP**:-
- a) Employ any money, goods or effects of **Harohalli Land LLP** or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **Harohalli Land LLP**.
 - b) Lend money or give credit on behalf of **Harohalli Land LLP** or to have any dealings with any persons, company or firm whom the other partner previously in

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 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
 Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good to the **Harohalli Land LLP**.

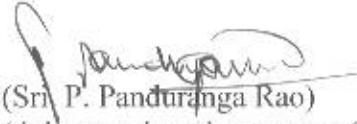
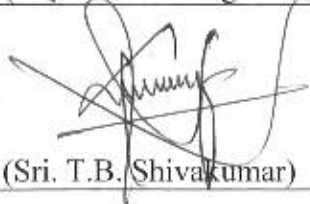
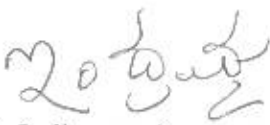
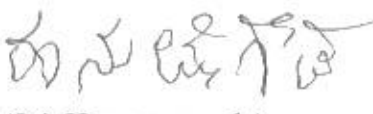
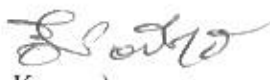
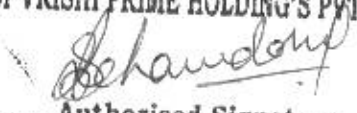
- c) Enter into any bond or becomes surety or guarantor to any person or do cause or suffer to be done anything whereby the property or any part thereof of **Harohalli Land LLP** may be seized/affected. However, the above clause shall not disentitle the twenty seventh party to raise money or borrow funds from any banks, financial institution or person/s by offering such surety or guarantee or by creating mortgage over its 40% profit sharing ratio in **Harohalli Land LLP**.
- d) Assign, mortgage or charge his/her/their share in **Harohalli Land LLP** or any asset or property thereof or make any other person a partner therein except the independent rights accrued in favour of the Twenty Seventh Party as detailed hereinabove under this Partnership Deed. However, the above clause does not disentitle but recognizes the right of the twenty seventh party to avail financial assistance from the banks and financial institutions by creating charge over their developmental rights or their share in profit of LLP as the case may be.
- e) Compromise or compound or release or discharge any debt due to **Harohalli Land LLP** except upon the written consent given by the other partners.

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ARTICLE-5
OBLIGATIONS OF THE PARTIES:

The partners mutually decided to introduce a duly approved and sanctioned layout in the properties contributed by the landowners by utilizing the expertise, skill and resources of the twenty seventh party. It shall be the obligation of the Landowners to ensure that Harohalli Land LLP and twenty seventh Partner shall not suffer any damages/loss on account of want/defect in title of the first to twenty sixth partners and/or their predecessors in title and the twenty seventh partner and/or **Harohalli Land LLP** shall not be subject to any unwanted and unwarranted litigations/actions/claims etc. and exposed to any monetary loss or liability. The first to twenty sixth party shall extend their full co-operation and support to the twenty seventh partner till the completion of the project. The first to twenty sixth parties shall fully indemnify the twenty seventh herein and/or any person/s claiming under or through them against all loses, damages, liabilities, expenses etc., direct or indirect, due to the defect in or want of title of lands/properties contributed/invested by the respective landowners as their contribution in **Harohalli Land LLP**. The first to twenty sixth parties shall fully indemnify the twenty seventh party against all losses, sufferance, liabilities, damages, expenses, delays suffered by the twenty seventh party due to unlawful interference by the first to twenty sixth parties herein in the process of developmental activities carried by the twenty seventh party herein.

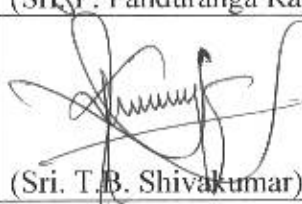
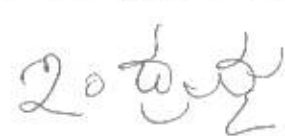
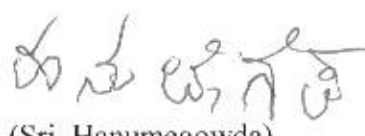
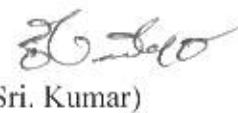
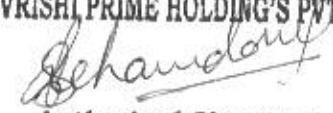
The first to twenty sixth parties have agreed for developing the layout on the representations of the twenty seventh party that they will develop the lands contributed by the landowners as duly sanctioned/approved layout with necessary amenities and facilities as agreed by incurring

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necessary expenditure. As such, with respect to developmental activities, it shall be the obligation of the twenty seventh party to take utmost care and ensure that **Harohalli Land LLP** and/or first to twenty sixth parties shall not suffer on account of any violation/deviations from the sanction plan. In case of any claims/disputes on account of any such claim by the authorities concerned, the same shall be answered by the twenty seventh party and keep the first to twenty sixth party indemnified/harmless. However, the deviations, if any, within the permissible limits shall not be construed as violation/deviation of sanctioned plan and the first to twenty sixth parties undertake to extend their full co-operation to the twenty seventh party to regularize all such permissible deviations.

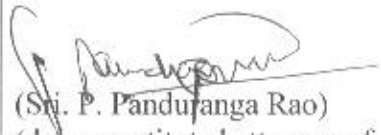
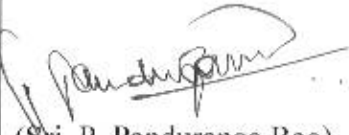
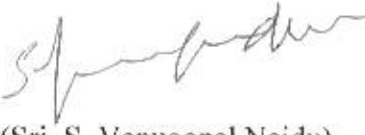
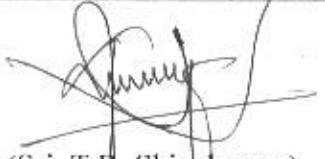
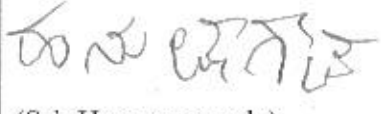
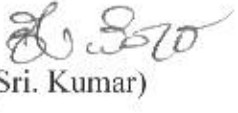
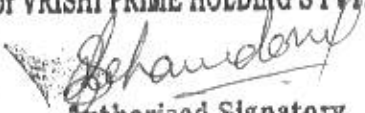
EFFECT OF DISSOLUTION, DEATH, INSOLVENCY, UNSOUNDNESS OF MIND, RETIREMENT, ADMISSION, MISCONDUCT OF ANY OF THE PARTNER/S AND PARTNER/S INVOLVING IN COMPETING BUSINESS

- a) **On Dissolution/Winding up:** On dissolution/winding up of the partnership, all the partners hereto shall have the right, title and interest in all the assets and properties of **Harohalli Land LLP** in the ratio of their profit sharing as detailed in this agreement.
- b) **Retirement of Partner/s:** It is mutually agreed to between the partners that any partner desirous of retiring from **Harohalli Land LLP** shall be entitled to retire from the partnership by giving three months' notice in writing to the other partner/s and at the expiration of the said notice period the interest of such partner in partnership shall cease accordingly. In any such event, the retiring partner/s shall not be entitled to claim any

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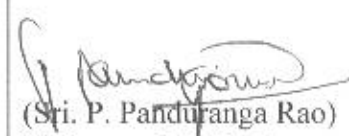
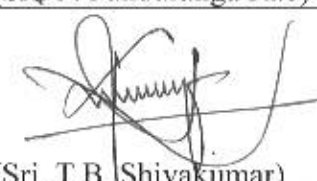
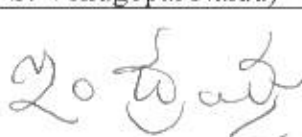
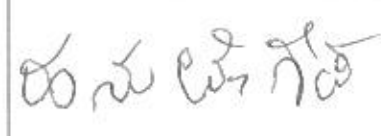
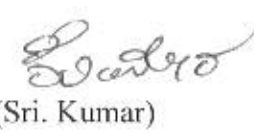
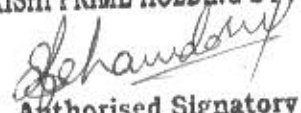
rights over the movable and immovable properties of the **Harohalli Land LLP** in specie. It is further agreed to between the partners that the retiring/outgoing partner/s shall not be entitled to any goodwill in the business of the **Harohalli Land LLP**. On retirement of a partner, the share of the retiring partner/s requires to be valued by the continuing partners and the accounts of the retiring partner/s require to be settled unless the continuing partners unanimously decide to take the legal representative/s of the retiring partner into the partnership at the written request of the retiring partner/s. The decision of the continuing partners shall be final and binding.

- c) **Death, Insolvency and Unsoundness of Mind of any of the partner who is a natural person:** **Harohalli Land LLP** shall not be dissolved either by the death, insolvency, and unsoundness of mind or retirement of any of the partner/s. In case of death of any of the partner, the legal heir/s shall be entitled to become the partners of the firm along with the other surviving partner/s to the extent of the rights of the deceased partner. If the deceased partner or partner with any disability or otherwise has more than one legal representatives, all the legal representatives of the deceased/disabled partner shall nominate one amongst them to be the partner of the LLP and in case of any dispute in nominating any person the same shall be resolved to between the legal representatives of the deceased partner themselves to the total exclusion of the LLP and other partner/s. In case of failure on the part of the legal representatives to reach unanimous decision as to nominating of any partner within 30 days from the date of death of the deceased partner, the other partner/s are empowered to disqualify entire legal representatives of the deceased/disabled partner/s and settle their accounts as on the date of death of the

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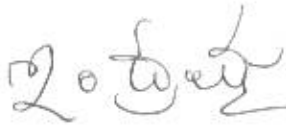
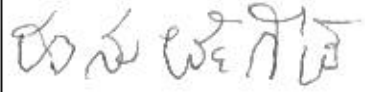
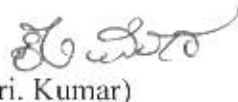
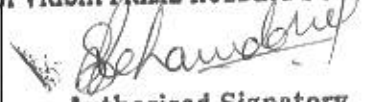
deceased/disabled partner. However, the continuing/surviving partner/s of the firm at her/his/their sole discretion are entitled to take all the legal representatives of the deceased partner as the partners of the firm to the extent of the rights of the deceased partner by equally dividing the share of the deceased partners amongst all his legal representatives. The decision of the surviving partners in this regard shall be final and binding on the legal representative/s of the deceased partner/s.

- d) **Insolvency of a Partner, winding up of Company or dissolution of firm, who is partner of LLP:** It is mutually agreed to between the partners that upon insolvency of a partner his or her rights, title and interest in **Harohalli Land LLP** shall come to an end immediately forthwith. If any partner is a Company or if any company is a partner/s of any of the partner of the firm and in case of winding up of such company, its Official Liquidator shall subrogate to the shoes of the third party and shall be entitled to claim such sums for which such company is entitled to. It is hereby clarified that merely because of such winding up the **Harohalli Land LLP** shall not be dissolved unless otherwise decided by other partners of the firm.
- e) **Admission of Partner/s:** The partners on mutual consent and concurrence may admit any person/s as partner/s of **Harohalli Land LLP** subject to such terms and conditions mutually agreed to between the partners. It is specifically agreed that no Person may be introduced as a new partner without the consent of all the existing partners and the incoming partner shall give his prior consent to act as Partner of **Harohalli Land LLP**. The Contribution of the incoming partner may be tangible, intangible, Moveable or

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immoveable properties. The partners of the firm may stipulate the minimum contribution to be introduced or to be brought by the incoming partner/s. The Profit sharing ratio of the incoming partner shall be mutually decided by the parties. The partners can admit any individual, person/s-artificial or natural including body corporate as partner of **Harohalli Land LLP**. On admission of the new partner/s, the profit sharing ratio or the rights of the parties as the case may be shall proportionally alter as agreed to between the partners of the **Harohalli Land LLP**.

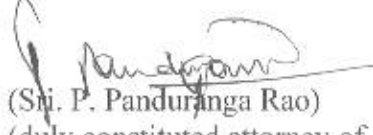
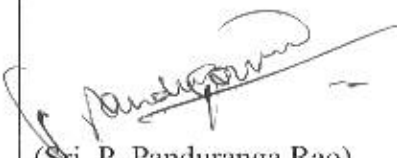
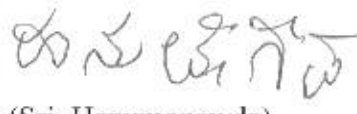
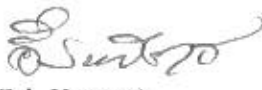
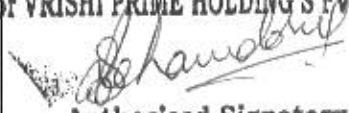
- IV. **Misconduct:** If any of the partner/s of **Harohalli Land LLP** is guilty of any misconduct affecting **Harohalli Land LLP** or other partner/s, the other partner/s may notify in writing to such partner who shall rectify/cure such misconduct to the satisfaction of the other partner/s within the reasonable time of such notice not exceeding fifteen days. In case of continued misconduct, if the partnership on the date of such misconduct has only two partners, the other partner may ask for dissolution of **Harohalli Land LLP**. If the firm has more than two partners, the surviving partners by majority may expel such partner/s from **Harohalli Land LLP** by settling the accounts till then.
- V. **Competing business:** Partners of **Harohalli Land LLP** shall be entitled to do the competing business as the twenty sixth and twenty seventh partners are admittedly engaged in the business as promoters and developers of real estate. However, the partner/s shall not use the name of **Harohalli Land LLP** or directly or indirectly solicit the customers of **Harohalli Land LLP**. The partners shall not even project to the outer world that they are getting the business being the partners of **Harohalli Land LLP**.

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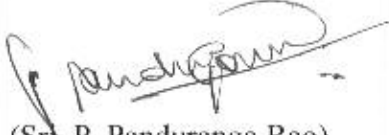
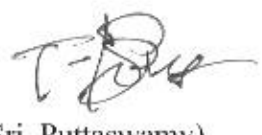
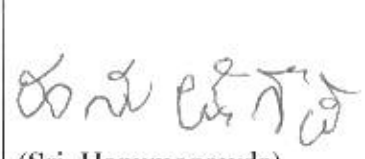
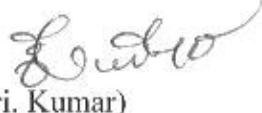
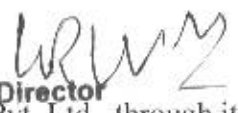
ARTICLE-6
DESIGNATED PARTNER/S

1. **Harohalli Land LLP** shall at its inception have Sri. P. Panduranga Rao, Sri. S. Venugopal Naidu and Sri. K.R. Choudary as its designated partners representing the interest of all other partners. In case of change in constitution of the firm, the partners by majority decision may appoint additional number of partners as designated partners and shall communicate every appointment including the appointment of designated partners to the Registrar as per the statutory requirement of the Act. It is agreed to between the partners that **Harohalli Land LLP** shall ensure that there shall be minimum of two designated partners at all times and out of the two designated partners one should be resident of India. In case the designated partner/s of **Harohalli Land LLP** is a firm or body corporate, their partners and authorized representative/s or nominees shall act as designated partners.

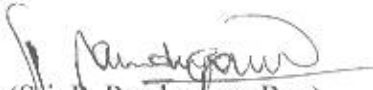
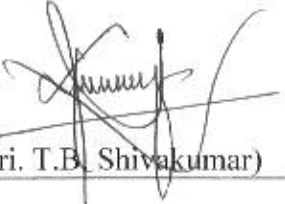
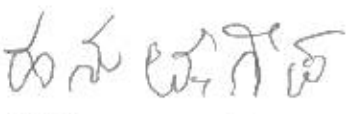
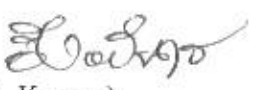
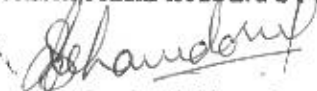
2. The position of designated partners may change at the discretion of the parties once in two years by rotation or otherwise as decided by the partners of **Harohalli Land LLP**. However, the twenty seventh partner shall be the designated partner throughout as the twenty seventh partner had taken the responsibility of development of the properties having specialized skill, resources, men and machinery and the entire development of the project is dependent on the effective implementation of the works of the twenty seventh partner.

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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

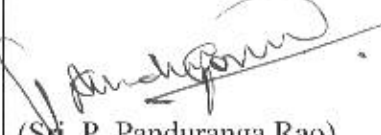
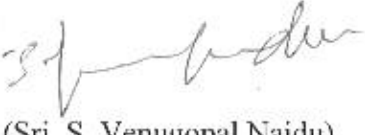
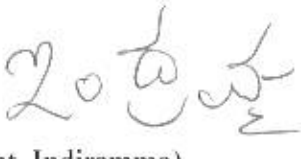
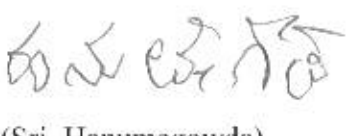
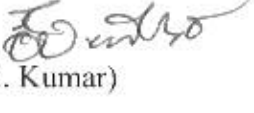
3. The existing designated partners are entitled to seek continuation of their services as designated partners. It is agreed to between the partners that before appointing/choosing any partner/s as designated partner/s of **Harohalli Land LLP**, their consent in writing shall be obtained and within thirty days of his/her/their appointment, the same shall be communicated to the registrar without any delay or default. **Harohalli Land LLP** at the time of appointing any partner/s as designated partner/s may impose such conditions as beneficial to **Harohalli Land LLP**.
4. Every designated partner/s shall obtain a DPIN (Designated Partner/s Identification Number) from the Central Government as per the provisions of Section 266-A to 266-G of Companies Act, 1956 as a condition precedent for rendering his service to **Harohalli Land LLP** as designated partner.
5. The Designated Partners shall be responsible for the doing of 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.
6. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement. All contracts and agreements shall be entered into by the Designated Partners and they shall be specifically authorized to represent **Harohalli Land LLP** with the outer world.

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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivalakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

7. The remuneration of the Designated Partners may be decided by the majority of the partners from time to time.
8. **Harohalli Land LLP** shall indemnify and defend the firm, its partners and other officers from and against any and all liability in connection with claims, actions and proceedings, judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of **Harohalli Land LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification. However, the designated partners shall be responsible and liable for all penalties for contravening any of the statutory provisions including Companies Act, 1956 and the Limited Liability Partnership Act, 2008. The partners mutually agree that the designated partner/s for any practical difficulties in writing require/authorise any other designated partner/s to represent him and the firm.
9. The designated partners shall sign and execute all negotiable instruments such as cheques, bills of exchange, hundies, promissory notes etc. on behalf of the **Harohalli Land LLP**. In order to bind the **Harohalli Land LLP** at least two designated partners shall sign the cheques and other negotiable instruments out of which the signature of twenty seventh partner shall be compulsory.

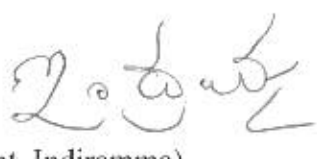
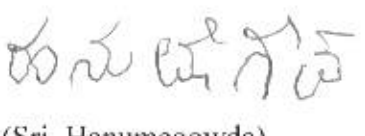
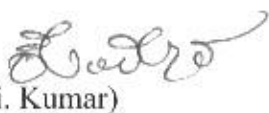
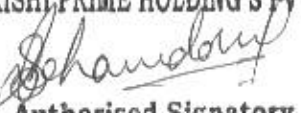
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10. The designated partners on completion of development of the project or launching of the sites developed in the project shall be entitled to market the same, negotiate and fix the consideration, enter into all such contracts and agreements to bind the **Harohalli Land LLP** as they deem fit, necessary and partner. Every such agreement shall be signed by at least two designated partners out of which the signature of twenty seventh partner shall be mandatory.
11. It is mutually agreed to between the parties that the designated partners at the request of any of the partners may allot certain developed areas out of their share instead of valuing their profit in terms of money. In such scenario, the designated partners shall be entitled to take cumulative decision in consultation with other partners of the firm. The designated partners shall be responsible for day-to-day acts of the firm.
12. The designated partners shall be at liberty to make beneficial utilization of the property by making use of all modern techniques and advertisement and other Medias. The decision of the designated partners shall be final and binding in this regard. Further, the designated partners are specifically authorized to apply for and obtain necessary change, rectification in the revenue entries, apply for consolidated/amalgamated khatha for the entire lands contributed by the first to seventeenth and nineteenth to twenty fifth partner being the actual landowners, apply for change in land use, renewal of conversion orders, payment of necessary taxes and other outgoings payable to the authorities concerned and account the same and collect from the respective landowners.

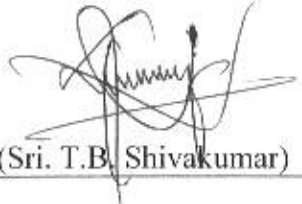
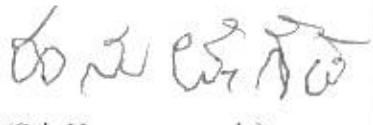
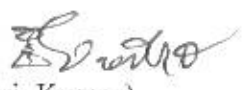
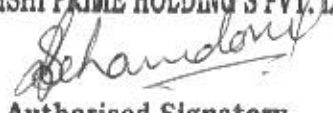
 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
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ARTICLE-7
MAINTENANCE OF RECORDS AND SUBMISSION OF PERIODICAL
RETURNS, ACCOUNTS AND AUDITING

1. **Books of Accounts:** It is mutually agreed to between the partners that all proper books of accounts as are commonly maintained in the business of similar nature shall be maintained and caused to be maintained by the partners and entries shall be made therein of all such transactions as are usually entered in the books of accounts. Such accounts maintained in regular course of business shall be binding on all the partners. It is also agreed to between the partners that the proper books of accounts maintained shall not be removed from the registered office without the consent and concurrence of the other partner/s. The books of accounts of **Harohalli Land LLP** shall disclose the true affairs of **Harohalli Land LLP** for each year of its existence on cash basis or accrual basis and according to double entry system of accounting and/or other suitable accounting as may be decided by the partners from time to time. It is mutually agreed that within six months from the date of completion of each financial year, **Harohalli Land LLP** shall prepare a statement of accounts and solvency of **Harohalli Land LLP** as on the last date of financial year and such statement shall be signed by all the designated partners of **Harohalli Land LLP**.
2. **Harohalli Land LLP** shall submit the periodical returns and the Solvency Certificate as prescribed under the Limited Liability Partnership Act, 2008 with the Registrar every year.

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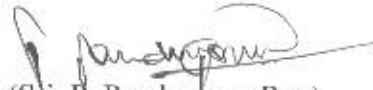
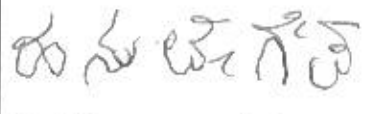
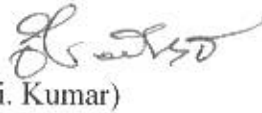
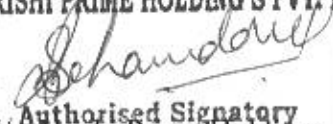
3. **Annual Returns:** The profit and loss account and Balance Sheet of **Harohalli Land LLP** shall be drawn on 31st day of March of every English Calendar year and the net profit and loss of the partnership as determined shall be duly adjusted among the partners in the same proportion as set forth in this Agreement. The first Accounting year ending of the firm shall be 31st March, 2016. **Harohalli Land LLP** shall file its annual returns duly authenticated with the registrar within sixty days of closure of its financial year by complying necessary formalities and by paying the prescribed fees.
4. **Audit:** The accounts of **Harohalli Land LLP** shall be duly audited and a certificate from the concerned professional as to maintenance of proper books of accounts/records and as to authenticity and genuineness of the information supplied to him to his satisfaction shall be obtained by **Harohalli Land LLP**.
5. **Right of Inspection:** The partners of **Harohalli Land LLP** shall have the right to inspect the records and documents maintained in the regular course of business.
6. **Bank Accounts:** It is mutually agreed to between the partners that the designated partners shall be entitled to open bank account/s in the name of **Harohalli Land LLP** that is/are necessary for their day to day business operations. The designated partners shall be entitled to avail all necessary facilities from their bankers and open Savings Bank Account/s, Current Account/s and/or any other accounts as the designated partners may deem fit. The Bank Accounts shall be operated by the designated partners or any two designated partners who have specifically been authorized in this regard by all other

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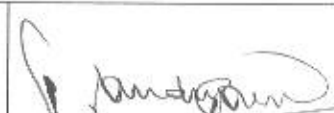
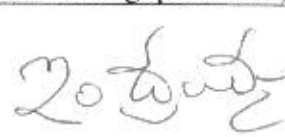
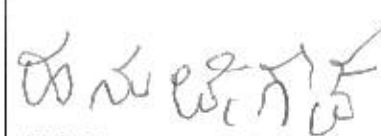
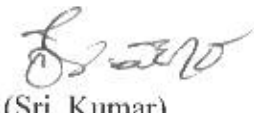
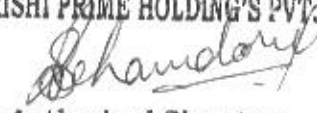
designated partners depending upon the business necessities and requirements. However, it is specifically agreed that all borrowings and loan facilities shall be carried out by all the designated partners on mutual consent and concurrence in writing excluding the loan facilities availed by the twenty seventh partner who is specifically authorized to borrow funds by creating mortgage or otherwise over their 40% of profit sharing ratio in **Harohalli Land LLP**. If any banker insists for the signature of the partners/designated partners of the firm for the loan availed by the Twenty Seventh Party as detailed hereinabove, the partners/designated partners shall extend their full co-operation to enable the **twenty seventh partner** to avail financial facilities by the twenty seventh partner. The designated partners shall on behalf of all the partners and the firm sign all the applications, documents, declarations, forms etc., that are necessary for the twenty seventh partner to avail loan/financial facilities from banks and other financial institution. Apart from the aforesaid, the designated partners are specifically authorised and empowered to avail project loans, approvals and all facilities with their banker that are necessary for modern business and commerce. Similarly, all the cheques, negotiable instruments shall be signed by the designated partners or their duly authorized representatives as the case may be to bind **Harohalli Land LLP**.

ARTICLE-8 MEETINGS

1. All major decisions relating to **Harohalli Land LLP** shall be decided by a resolution passed by a majority in number of the designated partners, and for this purpose, each partner shall have one vote.

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 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

2. If any of the partners intend to call a meeting of all Partners he may do so by causing a 15 days prior notice to all the partners at their address as detailed in this agreement or to any other changed address duly communicated by the partners in this regard. The notice shall specify the need and the agenda of such meeting. The notice sent to the authorized representatives shall be considered as notice to the parties. The notice sent through alternative services such as email or facsimile services of the partners shall be construed as proper serving of notice/s. In case any partner is a foreign resident, the meeting may be conducted by serving 15 days prior notice through email. As the designated partners are nominated by the partners to represent their interest, the decision of designated partners shall be the decision of firm. In case of any inter se claims by the partners 1-17, the same shall be answered, cured and resolved by their authorized representative Sri. P. Panduranga Rao, the eighteenth partner herein. Similarly, Sri. S. Venugopal Naidu, the nineteenth partner herein shall be responsible for satisfying the claims of 20th to 26th partners herein. The meeting of Partners shall ordinarily be held at the registered office of **Harohalli Land LLP** or at any other place as per the convenience of partners. With the written Consent of all the partners/designated partners, a meeting of the **Partners** may be conducted through Teleconferencing.
3. **Harohalli Land LLP** shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of **Harohalli Land LLP**.
4. The partners hereby agree that meetings of all designated partners shall be called at least once in every three months to discuss the prospects of the business. However, at the

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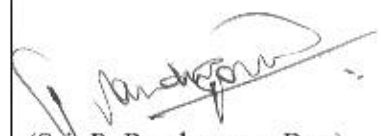
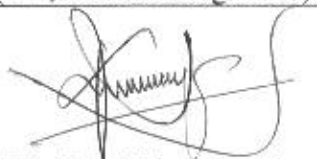
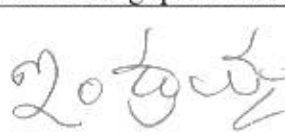
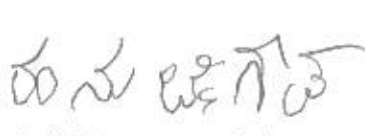
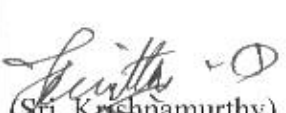
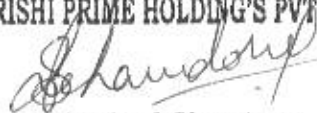
request of any of the designated partner/s prior meetings can be called to discuss any particular issues of **Harohalli Land LLP**.

- The partners have mutually decided to call for annual meeting every year to take stock of the entire developments in the preceding year and decide the plan for future operation of **Harohalli Land LLP**. However, Sri. P. Panduranga Rao and Sri. S. Venugopal Naidu may attend the meeting and represent even the interest of the respective landowners having been nominated by the respective landowners to represent their interest in the LLP.

ARTICLE-9

LOANS AND BORROWINGS

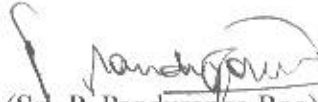
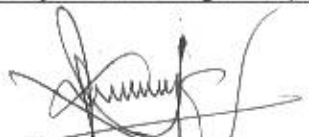
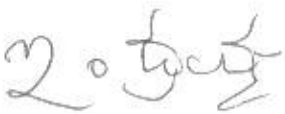
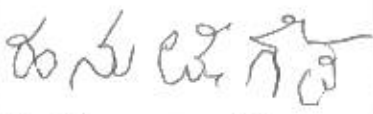
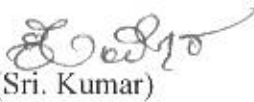
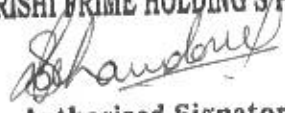
- It is specifically agreed to between the partners that **Harohalli Land LLP** shall not raise any loans or make borrowings from any banks or financial institutions for the purpose of the project or otherwise as the twenty seventh party herein had taken the responsibility of carrying out developmental activities in the project and the twenty seventh party herein is specifically authorized to raise loans/funds from the banks/financial institutions. However, it is specifically agreed that the repayment of the said loans/borrowings shall be exclusively that of the twenty seventh partner. **Harohalli Land LLP** shall not be responsible for any individual debts incurred by the partners either before or after commencement of the business of the Partnership. Each person shall pay his/its private debts separately and indemnify the other partner/s on the partnership assets against all proceedings, claims and demands thereof.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

2. **Harohalli Land LLP** shall not lend any money to any person/s or any other individual or body corporate without the prior approval and consent of all the partners in writing obtained in a meeting convened for the specific purpose/s. However, it is mutually agreed that on credit transactions done/performed/agreed or entered into in regular course of business of **Harohalli Land LLP** is not affected by this clause.
3. It is hereby clarified that the Harohalli Land LLP shall facilitate the twenty seventh party to avail credit facilities either from banks, individuals or financial institutions as per its discretion for the purpose of the project by creating charge/mortgage over their share of profit/developmental rights. In this regard, the designated partners and the LLP shall sign and execute all such forms, documents, deeds that are necessary to enable the twenty seventh party to raise the loans/borrowings as aforesaid. In case of failure on the part of the LLP and designated partners to extend the required co-operation, the twenty seventh party shall by exercising its powers under this Agreement be entitled to make such borrowings and raise necessary funds by creating charge/mortgage over their developmental rights/share of profit.

ARTICLE-10
DISSOLUTION AND WINDING UP

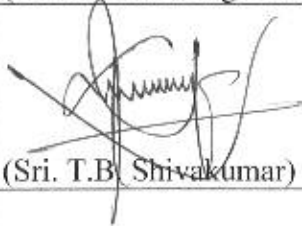
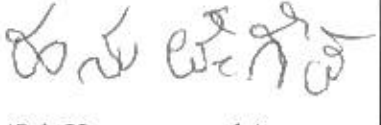
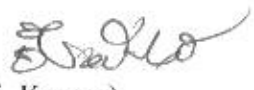
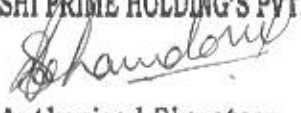
a) **Voluntary Winding up:** The partners may on mutual consent and concurrence voluntarily wind up the business of **Harohalli Land LLP**, in the following circumstances;

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivalakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- i) If **Harohalli Land LLP** is unable to make desirable profits and running of the business is not beneficial to the partners;
- ii) If **Harohalli Land LLP** is exposed to unnecessarily litigations and actions resulting in huge loss to **Harohalli Land LLP**
- iii) For any other reasons, if the partners of the firm mutually decides to wound up the affairs of **Harohalli Land LLP**. In case of voluntary winding up, the partners shall communicate such decision to the Registrar and shall comply with all the formalities of winding up as per the statutory requirement of Limited Liability Partnership Act, 2008. Only after complying with all necessary formalities, the business of **Harohalli Land LLP** shall be wound up. All formalities of winding up shall be taken care of by the designated partner/s during the relevant period.

b) Compulsory winding up/winding up by the tribunal: The Tribunal may wound up the affairs of **Harohalli Land LLP** in the following circumstances;

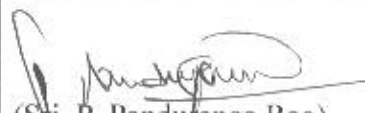
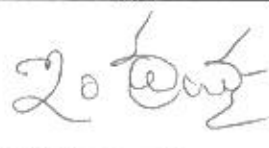
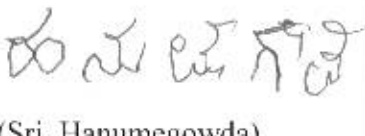
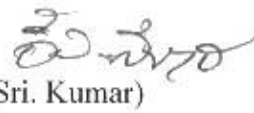
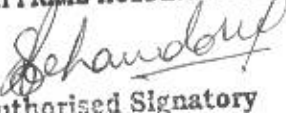
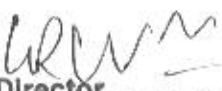
- i) On fulfillment of the object of the Harohalli Land LLP i.e., on completion of the entire project and distribution of the profit to the partners as the case may be.
- ii) If the partners of **Harohalli Land LLP** decide that **Harohalli Land LLP** shall be wound up by the Tribunal.

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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shiva Kumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

- iii) If for a period of over six months, if the affairs of **Harohalli Land LLP** conducted without having minimum two partners.
- iv) If **Harohalli Land LLP** is unable to pay its debts
- iv) If any of the act of **Harohalli Land LLP** found to be against the Sovereignty and Integrity of India, Security of State and Public Order;
- v) If **Harohalli Land LLP** is defaulted to file its Statement of Account and Solvency or annual return for any five consecutive financial years with the registrar; or
- vi) If the tribunal is of the opinion that it is just and equitable that the limited liability partnership be wound up.

Explanation-1: It is mutually agreed to between the partners that the rules framed by the Central Government with respect to the dissolution and winding up shall *mutatis mutandis* apply to **Harohalli Land LLP** and in case of winding up or dissolution, **Harohalli Land LLP** shall strictly comply with all necessary procedures and formalities and only after complying the same it shall be deemed that the affairs of **Harohalli Land LLP** is wound up/dissolved for all practical purposes. It is further agreed to between the partners that the designated partner/s during the relevant period shall be responsible and liable to ensure all the compliances of winding up/dissolution.

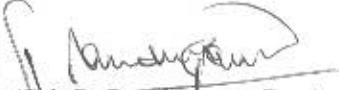
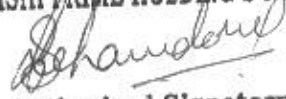
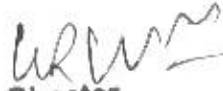
ARTICLE-11

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

DISPUTE RESOLUTION MECHANISM

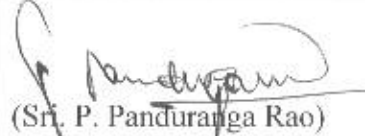
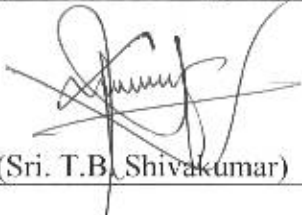
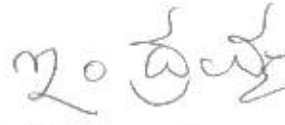
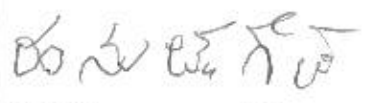
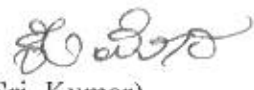
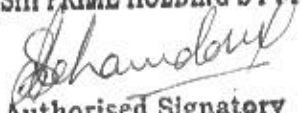
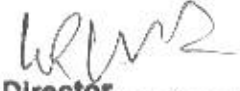
1. **Arbitration:** It is agreed to between the parties that in case of any disputes/differences between the partners either as to the interpretation of **Harohalli Land LLP** Agreement or as to the rights, duties, liabilities, obligations and entitlements of the partners and/or any person/s claiming under or through them, the same shall be resolved to between the parties and/or their nominees/representatives amicably through mutual discussions and negotiations. In case the disputes/differences cannot be resolved to between the parties amicably, the same shall be resolved to between the parties by referring the same to the Arbitration of a sole arbitrator to be appointed by all the parties on mutual consent and concurrence. The law governing such arbitration shall be The Arbitration and Conciliation Act, 1996 and the Venue of such Arbitration shall be at Bangalore. The parties do hereby agree that the Language of the proceedings of Arbitration shall be English.

2. **Governing Law and Jurisdiction:** This Limited Liability Agreement shall be governed by the Laws of India. The Limited Liability Partnership Act, 2008 shall mutatis mutandis apply to **Harohalli Land LLP** for anything not specifically contained in this agreement. The Courts at Bangalore shall have jurisdiction over all matters arising out of or relating to this Limited Liability Agreement.

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT. LTD.  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

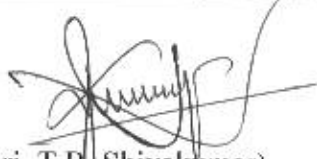
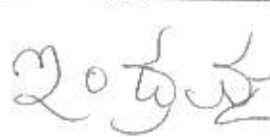
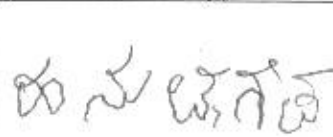
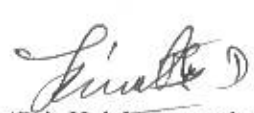
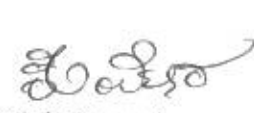
ARTICLE-12
MISCELLANEOUS PROVISIONS

1. **Name of the Project:** Though the entire development is carried out by the LLP for the benefit of all the partners, the partners have mutually agreed to name their project as *'The Farm Town'-Harohalli Arogyadhama*.
2. **Administration of business and affairs of Harohalli Land LLP:** It is mutually agreed to between the partners that the designated partners shall be allowed freely to run the day to day administration and business of **Harohalli Land LLP** without any unlawful and unnecessary interference by any other partner/s. The Designated partners shall be entitled to take all decisions including pre-launching of the project and offer all such incentives and benefits and take all other necessary steps keeping in mind the interest of the LLP and its partners from time to time. The decisions taken by the designated partners shall be the decision of all the partners and the firm M/s. Harohalli Land LLP.
3. **Staffs, servants, employees, contractors, professionals and agents:** The designated partner/s shall be empowered/entitled to appoint all such staffs, servants, employees, contractors, professionals and agents on behalf of **Harohalli Land LLP** for effectively running/managing/assisting the affairs of **Harohalli Land LLP**. The designated partner/s shall be freely allowed to take decisions regarding the payment of salary, commission and remuneration of such persons as decided by them. The staffs, servants, employees, contractors, professionals and agents appointed by the designated partner/s shall be the staffs, servants, employees, contractors, professionals and agents of

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

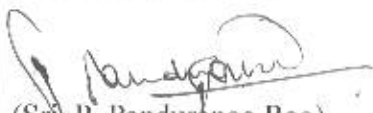
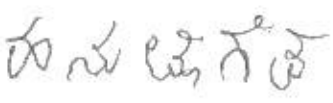
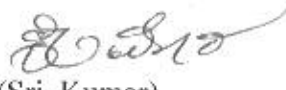
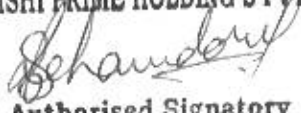
Harohalli Land LLP and shall hold the office till such period as agreed by the partners of **Harohalli Land LLP**.

4. **Appointment of Professionals:** It is mutually agreed to between the partners that the designated partner/s shall be allowed to engage the services of all such professionals including the advocates, cost and works accountants, chartered accountant/s, Engineers, Architects, company secretaries and other professional to assist **Harohalli Land LLP** and pay their remunerations for the services rendered by them and account the same to **Harohalli Land LLP**.
5. **Additional Services:** It is mutually agreed to between the parties that in case any additional services is availed by the LLP from any of its partners, the LLP shall time to time value the said additional services and pay the remunerations/fees/honorarium and such other considerations as it may from time to time decide. For instance, if additional services of the twenty seventh party to market the sites duly developed by the LLP is availed, the twenty seventh party shall be entitled to claim 5% of the total sale consideration fixed by the LLP as its marketing fee/commission and charges towards the additional services rendered by them. In such an event, the first to twenty sixth party shall pay the same to the twenty seventh partner out of their share of profit in the business of LLP.
6. **Reduction of partners below two:** It is mutually agreed to between the partners that **Harohalli Land LLP** at its inception has twenty six partners. If for any reasons, the number of partners reduced to below two, the sole surviving partner shall admit any other person/s partner of the firm within a period of six months from the date of arising of

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

such vacancy and run the business of **Harohalli Land LLP**. During the time interregnum, i.e. from the date of arising of vacancy till appointment/admission of new partner, the sole surviving partner shall be the designated partner and shall be responsible, answerable, accountable and liable for all acts, deeds and things done or performed by **Harohalli Land LLP** and be liable for penalties for contravening any provisions of the Limited Liability Partnership Act, 2008. On introduction/admission of new partner, both the partners shall be construed as designated partners and shall hold the office in the said capacity till the change is witnessed by the partnership.

7. **Notices:** Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given through recognized national/international courier, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set out hereinabove or at the changed address as communicated by the parties for this specific purpose or such telex number, or facsimile number as may be duly notified by the respective parties from time to time and shall be deemed to have been made or delivered
- in case of any communication made by letter, when delivered by recognized national/international courier or by mail at that address and
 - in case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

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 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
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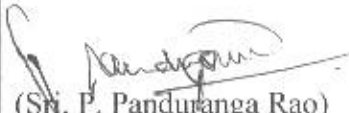
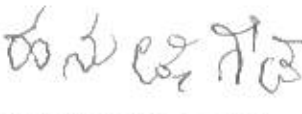
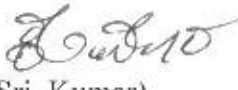
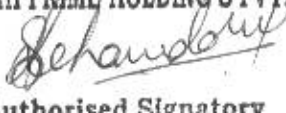
- c) It is hereby clarified that the notices issued to the designated partners shall be construed as notice to all the partners as Sri. P. Panduranga Rao and Sri. S. Venugopal Naidu represents the interest of first to twenty sixth parties herein and Sri. K.R. Choudary represents the twenty seventh party herein.

8. **Waiver:** Waiver by any party of any default in the observance and performance of obligations under this agreement:

- (i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other obligations under this agreement;
- (ii) Shall not affect the validity or enforceability of this agreement in any manner.

7. **Severability:** If for any reason whatsoever any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable keeping in mind the best interest of the parties to this agreement.

8. **Amendment:** The partners on mutual consent and concurrence in writing, may amend, alter, modify, add, subtract or vary any of the terms of this Deed of Partnership and in any

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 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishu Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD,		
 Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

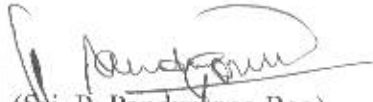
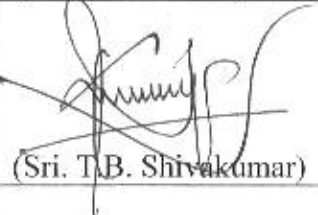
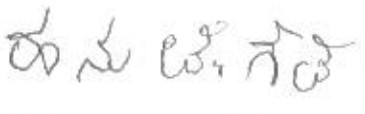
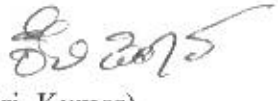
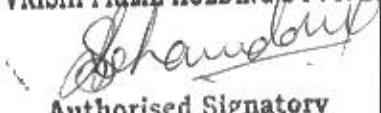
such event, the same shall form an integral and inseparable part of this Limited Liability Partnership Agreement for all purposes.

9. **Language:** All notices required to be given under this agreement and all correspondences, communications, documentations and proceedings which are in any way relevant to this agreement shall be in writing and shall be in English Language.

10. **Electronic filing of documents:** Any document requires to be filed, recorded or registered under the Limited Liability Partnership Act, 2008 by **Harohalli Land LLP** may be filed, recorded or registered electronically as per the Act and in this regard **Harohalli Land LLP** shall ensure that at least one of the designated partner/s possess the Digital Signature that is necessary for electronic filing of documents.

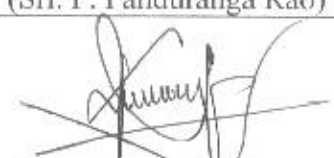
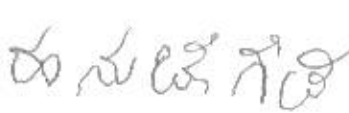
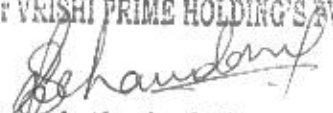
10. **Custody:** It is mutually agreed to between the parties that the Original of this Limited Liability Partnership Agreement shall be kept in the Registered Office of **Harohalli Land LLP** and each partner shall be allowed to retain a copy of the Limited Liability Agreement in their custody. The partners shall be allowed to inspect the original at all reasonable time.

11. **Applicability of Limited Liability Partnership Act, 2008:** It is agreed to between the partners that if the above Limited Liability Agreement is silent and does not expressly provides for, all such aspects shall be governed by the Limited Liability Partnership Act, 2008.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.  Authorized Signatory (M/s. Vrish Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		

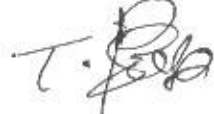
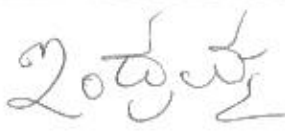
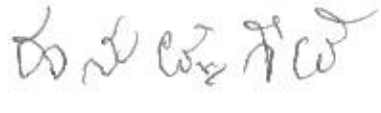
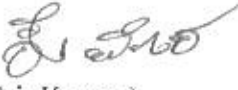
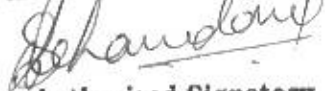
12. Mutual trust, faith, co-operation and understanding: The parties do hereby agree and understand that due discharge of their duties and performance of their obligations and mutual trust, faith, co-operation and Understanding are the essence of this Limited Liability Partnership Agreement.

IN WITNESS WHEREOF the parties have affixed their respective signatures on this **LIMITED LIABILITY PARTNERSHIP AGREEMENT** on the day, month and year first hereinabove mentioned and written at Bangalore.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	For VRISHI PRIME HOLDING'S PVT. LTD.,  Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.,  Director (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		
WITNESS-1:  A. RAMESH BABU, No. 116, 2ND MAIN ROAD, ITEAMADU, BSK-3rd Stage, Bangalore - 560085.		WITNESS-2:  SURENDRA. B. NO. 13, 3RD CROSS, KSRTC LAYOUT, CHIKALA- SANDURA. BANGALORE- 560061

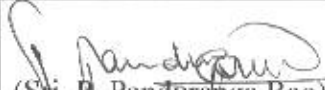
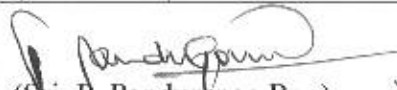
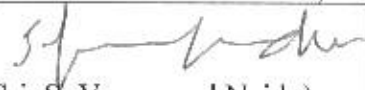
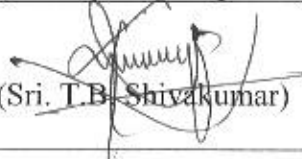
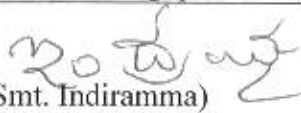
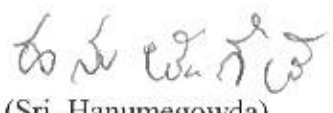
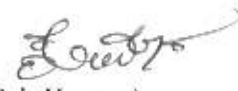
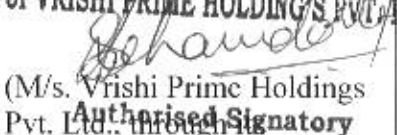
SCHEDULE-1**PRINCIPAL AND ANCILLARY BUSINESS TO BE CARRIED BY
HAROHALLI LAND LLP;****a) THE PRINCIPAL BUSINESS:**

1. Develop the properties/converted lands contributed by the first to twenty fourth partners of the firm as detailed in the contribution of the partners into duly approved/sanctioned sites with necessary facilities and amenities.
2. Market/Sell the sites to the prospective purchaser/s at the price fixed by the designated partners
3. Enter into contracts/agreements with any person/s that is/are necessary for effective implementation of the project, its promotion, development and marketing.
4. Obtain all necessary approvals/sanctions/no objections/clearances/licences/plans etc., as may be necessary for the project.
5. Develop any other project/s as decided by the partners of the LLP on mutual consent and concurrence in Writing.

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 For VRISHI PRIME HOLDING'S PVT. LTD. Authorized Signatory (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.  (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory) Director		

(A) THE OTHER INCIDENTAL, ANCILLARY, ASSOCIATED AND/OR ANY OTHER BUSINESS THAT THE HAROHALLI LAND LLP MAY CARRY HEREAFTER IN TERMS OF THIS AGREEMENT:

1. Obtain amalgamated khatha for the entire lands contributed by first to twenty fourth partners and apply for and obtain single approved layout plan in the name of the LLP. If required to obtain necessary change/transfer of khatha and other revenue records in the name of the LLP and account the expenses to the first to twenty fourth partners being the landowners.
2. Apply for renewal of conversion orders if required and account and collect the expenses to be borne by the respective landowner/s whose conversion order/s require renewal from the authorities concerned.
3. Real Estate Business apart from the business detailed in Main Business of the LLP as decided by the partners in writing on mutual consent and concurrence.
4. Transportation business

 (Sri. Vasu S)	 (Sri. A. Ravichandra Babu)	 (Sri. P. Panduranga Rao) (duly constituted attorney of 3-17 parties herein)
 (Sri. P. Panduranga Rao)	 (Sri. S. Venugopal Naidu)	 (Sri. Puttaswamy)
 (Sri. T.B. Shivakumar)	 (Smt. Indiramma)	 (Sri. Hanumegowda)
 (Sri. Krishnamurthy)	 (Sri. Kumar)	 (M/s. Vrishi Prime Holdings Pvt. Ltd., through its authorized signatory)
For HAROHALLI LAND DEVELOPERS PVT LTD.		
 (M/s. Harohalli Land Developers Pvt. Ltd., through its authorized signatory)		
WITNESS-1:  A. RAMKOTI BABU, No. 16, 2ND MAIN ROAD, ITTANAGU, BSK-3rd stage, BANGALORE - 560085.	Director	WITNESS-2:  SURENDRA B. NO. 13, 3RD CROSS, KAPATE LAYOUT, BANGALORE - 560061