Serial No. 12719 Circle:-:NA Book No. :- 4 Deed No. 868

Serial No. 12719 Deed No. 868

[1]

Govt. of Bihar
District Registry Office ,Patna
Summary of Endorsement

This document was presented for registration on 10/12/2014 by Sanjay Kumar Singh (M. Dir.)
A stamp duty of Rs. 10000/- and other fees of Rs. 1350/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. 868 in Book No. 4, Volume No. 43 on pages from 240 to 253 and has been preserved in total 14 pages in C.D. No. 6 / Year 2014

बिहार सरकार

SCORE 3.0

Date: 10/12/2014 Token No: 12970 /2014

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

For Hira Panna Construction

Managing Partner

ASSOCIATION OF PARTNERS/JOINT VENTURE AGREEMENT

This Deed of Agreement made on 9th December 2014 at Patna.

BY AND BETWEEN

M/s VENUS STAR CONSTRUCTION PRIVATE LIMITED (PAN AADCV5348L) the company, registered under the Companies Act, 1956 and having its Registered Office at 3C, 3rd Floor, Bhagwati Saran Enclave, Boring

For Venus Star Construction

Managing Director

District Registry Office,Patna

Token Number 12970 | Reg. Year 2014 | Serial Number 12719 | Deed Number 8

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Sanjay Kumar Singh (M. Dir.)	N/A	N/A	N/A	N/A	N/A	N/A
Presented By	Sanjay Kumar Singh (M. Dir.)						
Executant	Sharad Keshri (M. Dir.)						
Identified By	Mukesh Sharma						

Sig. Sanjay Kumar Singh 10/12/14

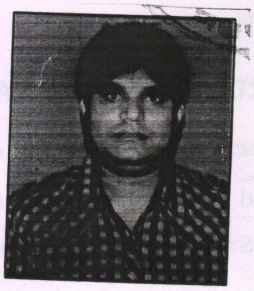
Managing Director

Sig. Sanjay Kumar Singh 10/12/14

Sig. 10.12.14

Sig. मुकेश शर्मा 10.12.2014

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop008



Sanjay Kumar Singh 10/12/2014

Road, P.S.- S. K. Puri, Patna(Bihar), through its Managing Director, **Sri SANJAY KUMAR SINGH (PAN-AWQPS9737A)** Son of Sri Bidhanchand Singh, authorized by the Board of the Directors meeting held on 19th July, 2014 vide its Resolution Item No. 16/2014-2015 of the company hereinafter referred to as the Lead Partner **"VSCPL"**.

AND

M/s HIRA PANNA CONSTRUCTION PRIVATE LIMITED (PAN-AABCH[illegible]352) the company, registered under the Companies Act, 1956 and having its registered office at 7, Hira Place, Dak Bunglow Road, Patna (Bihar) through its Managing Director, **Sri SHARAD KESHRI (PAN-ABXPK3738R)** Son of Sri Satish Kumar Keshri, authorized by the Board of the Directors meeting held on 21st July, 2014 vide its Resolution Item No. 10/2014-2015 of the company hereinafter referred to as the Joint Venture Partner **"HPCPL"**.

WHEREAS both the parties have agreed to form a Joint Venture under the name and style of **M/s VHP REAL ESTATE (JV)** having its principal office at 4C, 4th Floor, Bhagwati Saran Enclave, Boring Road, P.S.- S.K. Puri, Patna – 800001 (Bihar).

The expression **M/s VHP REAL ESTATE (JV)** shall wherever the context admits mean and include the respective legal representative(s), successor(s) in the

For Venus Star Construction Pvt. Ltd.
Managing Director

For Hira Panna Construction Pvt. Ltd.
Managing Director

interest and assigns and shall collectively referred to "Partners/ Parties" and individually as "Party".

WITNESSETH:

Whereas both the Parties hereto have agreed to enter into a joint venture for the purpose to acquire the Land bearing Survey Plot no.15(P), 10, 11 & 12, Mauza- Babakharpur Survey Thana-Phoolwari, Khata No.54, Tauzi No.5059, Thana No.35 measuring an area of 107 Decimal(approx), Saguna More, Khagaul Road, Sub Registry – Danapur, Town & Dist.- Patna.

For Venus Star Collstruc... Pvt. Ltd.
05/12/14
Managing Director

Whereas the parties have agreed to Construction / Development of Residential/ Commercial Complex(es) under the name and style **"VENUS - HIRA PANNA ELITE"** over the said land and execute this project in accordance with the agreed terms and conditions thereof and in the spirit of mutual co-operation to achieve the purpose of this venture. Now this agreement witness as under;

For Hira Panna Construction Pvt. Ltd.
Managing Director
9/12/14

1. The parties shall jointly agreed to acquire the said land on decided consideration from the land owner(s) in the name of **M/s VHP Real Estate(JV)**.

2. The parties agree to form the joint venture for the purpose of acquiring aforesaid land and then construct/ develop residential/commercial complex(es) under the name and style **"VENUS - HIRA PANNA ELITE"**

3. **Participation Share:**

Both the parties agreed that their respective proportion of share (hereinafter called "Participation Share") in the joint venture shall be as follows:

51%. (Fifty one percent) for VSCPL

AND

49% (Forty nine percent) for HPCPL

4. The parties shall share the rights and obligations, risks, cost and expenses, working capital, profits or losses or others arising out of or in relation to execution of the projects in proportion to the participation share except otherwise expressly and necessary implication agreed.

5. Lead Partner:

5.1 The parties hereto have agreed to authorized **VSCPL** as the Lead Partner of the joint venture for the performances of the project and **HPCPL** as Joint Venture Partner.

5.2 Lead Partner (VSCPL) will execute all construction work on behalf of the Joint Venture, Supervise/develop, take all structure on behalf of Joint Venture. The Lead Partner will take any policy decision(s) likewise, land acquisition(purchase), building designing, operation of the Bank accounts, obtaining loan from any Bank/financial Institution, with the consent of the Joint Venture Partner (HPCPL).

For Vanka Star Construction Private Limited

Managing Director

For Hira Panna Construction Pvt. Ltd.

Director

5.3 The Joint Venture i.e. **M/s VHP REAL ESTATE**(JV) nominate or authorized Lead Partner (VSCPL), to sign/execute all Letter(s), Work Order(s), Purchase Order(s), Bill(s), Correspondence papers, for and on behalf of Joint Venture. Lead Partner is also authorized in future to appoint working people(s)/Contractor(s), Labour(s), Managerial staff(s), Assistant(s), signing or executing of work agreement(s), receive cheques in the name of Joint Venture, sign bills, take all necessary decisions for completion of the said project.

6. Responsibility for execution of the contracts:

Both parties are jointly and severally responsible and liable to the bank/financial institution and for all obligation arising and in connection with the performances of the project.

7. Bank Account:

7.1 A Joint venture account shall be opened in the name of the joint venture at designated bank at Patna by the parties and such account shall be operated jointly by VSCPL & HPCPL under signatures of Partners representing joint venture.

7.2 The payments received from the allottee of the flats/ offices/shops/hall shall be deposited in the said designated bank account only. All funds contributed by the parties for the purpose of this agreement and/or projects and all payments from the allottee of the flats/shops/Hall shall be deposited into the said Bank account.

For Vaishnavi Star Construction
Managing Director

For Hira Panna Construction

7.3 The Joint Venture- **M/s VHP REAL ESTATE** (J.V.) is empowered to avail Term Loan, Cash Credit, Overdraft from financial institution, Bank, Non Banking financial Institution and Individuals.

8. Project / Estimation Work :

8.1 Acquisition of the land for the purpose of land development of residential /commercial complex(es) will be co-ordinated by both the party as agreed.

8.2 Both the parties shall co-operate on the all matters for achieving the purpose.

8.3 Both Parties here to have agreed to execute/sign, Agreement for Sale(s), Allotment letter(s), Possession Letter(s), Lease Agreement, Deed of Conveyance/Sale, of the constructed flats/shops/hall of the residential / commercial complex to the Buyer(s)/Purchaser jointly or by the authorized representative of the joint venture parties with the consent of both the parties in writing, on agreed consideration. But in case of mortgage, charge, lien of the property belonging to the Joint Venture, the same shall be done only after consent of both parties.

9. Validity of this Joint Venture Agreement:

9.1 This agreement shall come into effect from the date it is signed and remain valid till all the matters in connection with the works for which the agreement is signed are over and settled.

For Vraj Star Construction Pvt. Ltd.
Managing Director

For Vraj Panna Construction Pvt Ltd
Managing Director

9.2 This agreement shall be automatically be terminated if any one of the following event occurs.

(a) The project is fully completed in terms of all agreed architectural designs and construction terms is over and the contract, defects liabilities period is over and the accounts between the parties are finally settled.

(b) All the responsibilities/liabilities of the joint venture in the project are fulfilled/satisfied.

10. Governing Law :

This agreement is governed and constructed in accordance with the laws of the Republic of India and Jurisdiction at Patna Court.

11. Books of Accounts:-

The Joint Venture will maintain books of accounts for the financial year commencing from 1st April to ending on 31st March. The joint venture will take registration & comply all legal obligations like VAT, Central Sales Tax, Service tax and TDS and income tax provision of Income tax Act 1961.

12. Audit:

The Joint Venture will appoint any firm of Chartered Accountants on mutual agreement of Joint Venture Partners and the book of account will be audited annually every financial year by the said firm of Chartered Accountants and the income expenditure account will be check by both the parties, from time to time.

For Star Construction Pvt. Ltd.

Managing Director

For Bihar Panna Construction Pvt. Ltd.

Managing Director

13. Renumeration:

The Joint Venture will give salary to both the partners on monthly basis by mutual consent.

14. Arbitration:

14.1 In case of any dispute(s)/ difference(s) which may arise out of in relation to or in connection with this agreement shall be settled first amicable between the parties hereto.

However, if the said dispute/ difference is not being able to resolve/ settled amicably by the parties, which shall be referred to arbitration in accordance with and subject to the provisions of the India Arbitration and Conciliation Act,1996 and any statutory modifications and enactment thereof for the time being in force. The arbitration proceedings shall be conducted by panel of three arbitrators, and each party shall appoint on arbitrator and the presiding arbitration shall be final and binding upon the parties. The place of arbitration shall be at Patna. The arbitration proceeding shall be conducted in Hindi and English languages only.

15. Confidentially:

No party hereto shall disclose to any third party and any information of a confidential nature including but not limited to trade secrets, know-how acquired from any party in connection with the subject matter of the joint Venture Agreement, save and except when it is required for the purpose of professional advice.

For Star Constructions

Managing Director

For Bihar Panna Construction Pvt. Ltd.

Director

16. Others :

Any other matters not contained in this agreement shall be discussed and amicably agreed upon by the parties in the spirit of mutual trust and co-operation.

In witness whereof parties hereto have executed this Joint Venture Agreement on the day, month and year first above written.

Witnesses

1. Asst Kumar
S/o Dharm Raj
R/o Dighi Khadal Mahto tola
Hajipura
Instt to Tulsivatika,
56, Patliputra, Patna

2. Sandeep Kumar
S/o Lt. Jai Narayan gupta
R/o- Arvind Kumar
Ashok Nagar,
K. bagh, Patna.

3. Vikash Kumar
S/o Ranjay Kr. Singh
R/o Vill Bara
Po- Gurukul
Dist - Champaran
Bihar
Pincode -

For Venus Star Construction Pvt. Ltd.
Sanjay kumar Singh 05/12/14
Managing Director
Lead Partner
[Sanjay Kumar Singh]
Managing Director
For and on behalf of
M/s Venus Star Construction Pvt. Ltd.
PAN- AADCV5348L

For Hira Panna Construction Pvt. Ltd.
SHARADKESHRI 9/12/13
Director
Joint Venture Partners
[Sharad Keshri]
Managing Director
For and on behalf of
M/s Hira Panna Construction Pvt. Ltd.
PAN- **AABCH1635E**

Drafted by;

Mob: 7549246178

HIRA PANNA CONSTRUCTION PVT. LTD.

Item No.10/2014-2015

Dated 21st July 2014

Certified true copy of an extract from the minutes of the meeting of the Directors of M/s HIRA PANNA Construction Pvt. Ltd. duly convened and at which a proper quorum was present, held at registered office of the Company at 7,Hira Place, Dak Bunglow Road, Patna.

We hereby certify that the following resolutions of the Board of Directors of Hira Panna Construction Pvt. Ltd. was passed at a meeting of the Board held on 21.07.2014 and has been duly recorded in the minutes book of the said Company.

Resolved that as the main object of the Company is to purchase the vacant piece of land and later developed the same in multistoried building (residential/commercial) in separate Flats and shops for sale.

Therefore it is resolved that the company will purchase a piece of land bearing survey Plot No.15(p), 10, 11 & 12 at Saguna More, Mouza- Babbakarpur, admeasuring an area of 107 decimals at Khagaul Road, Patna, and will construct a multistoried building/ apartment/commercial complexes in separate flats/shops and that flats/shops will be sold to the persons on their requests. Both the Directors are authorized to represent and to take necessary steps in this regard to its Managing Director. The Managing Director of the Company is authorized to represent and take necessary steps in this regard. The Managing Director would also be authorized to sign the letters, documents, agreements, Absolute sale deed, Mutation Application Form and all other documents related to the purchase of the said plot and all other required documents for obtaining of loan/financial assistance from any Bank for the said project.

Further resolved, that since the company is already engaged in another projects so the Company will make a Joint Venture with another Company, as Joint Venture Partner, whose object is also same as like as the said company, therefore the Company had decided to make a Joint Venture with M/s VENUS STAR CONSTRUCTION PVT. LTD. represented through its Managing Director, for proper support, co-operation and assistance and the name of the Joint Venture will be **M/s VHP Real Estate (JV)**, principle office at – 4c, 4th floor, Bhagwati Sharan Enclave, Patna, till completion of the project in the name of VENUS-HIRA PANNA ELITE.

Further resolved, that the Company will enter in to a registered Joint Venture Agreement with M/s VENUS STAR CONSTRUCTION PVT. LTD. In the said Joint Venture the Company will be Lead Partner and the associate Company will be the Joint Venture Partner. The terms of the agreement will be settle in joint meeting with the Managing Director of both the Company, who were authorized on behalf of their company in their interest.

For M/s Hira Panna Construction Pvt. Ltd.

Managing Director
(Sharad Keshri)

Director
(Satish Kr. Keshri)

Joint Director
(Shekhar Keshri)

VENUS STAR
Construction Private Limited

Item No.16/2014-2015
Dated 19th July 2014

Certified true copy of an extract from the minutes of the meeting of the Directors of M/s Venus Star Construction Pvt. Ltd. duly convened and at which a proper quorum was present, held at registered office of the Company at 3c, 3rd Floor, Bhagwati Sharan Enclave, Patna.

We hereby certify that the following resolutions of the Board of Directors of Venus Star Construction Pvt. Ltd. was passed at a meeting of the Board held on 19.07.2014 and has been duly recorded in the minutes book of the said Company.

Resolved that as the main object of the Company is to purchase the vacant piece of land and later developed the same in multistoried building (residential/commercial) in separate Flats and shops for sale.

Therefore it is resolved that the company will purchase a piece of land bearing survey Plot No.15 (p), 10, 11 & 12 at Saguna More, Mouza- Babbakarpur, admeasuring an area of 107 decimals at Khagaul Road, Patna, and will construct a multistoried building/ apartment/commercial complexes in separate flats/shops and that flats/shops will be sold to the persons on their requests. Both the Directors are authorized to represent and to take necessary steps in this regard to its Managing Director. The Managing Director of the Company is authorized to represent and take necessary steps in this regard. The Managing Director would also be authorized to sign the letters, documents, agreements, Absolute sale deed, Mutation Application Form and all other documents related to the purchase of the said plot and all other required documents for obtaining of loan/financial assistance from any Bank for the said project.

Further resolved, that since the company is already engaged in another projects so the Company will make a Joint Venture with another Company, whose object is also same as like as the said company, therefore the Company had decided to make a Joint Venture with M/s HIRA PANNA CONSTRUCTION PVT. LTD. represented through its Managing Director, for proper support, co-operation and assistance and the name of the Joint Venture will be **M/s VHP Real Estate (JV)**, principle office at – 4c, 4th floor, Bhagwati Sharan Enclave, Patna, till completion of the project in the name of VENUS-HIRA PANNA ELITE.

Further resolved, that the Company will enter in to a registered Joint Venture Agreement with M/s HIRA PANNA CONSTRUCTION PVT. LTD. In the said Joint Venture the Company will be Lead Partner and the associate Company will be the Joint Venture Partner. The terms of the agreement will be settle in joint meeting with the Managing Director of both the Company, who were authorized on behalf of their company in their interest.

For M/s Venus Star Construction Pvt. Ltd.

Venus Star Construction Private Limited
Director
Managing Director
(Sanjay Kumar Singh)

Venus Star Construction Private Limited
Director
Director
(Smt. Bina Kumari)

INDIAN DRIVING LICENCE

Name : SHAREEN SHARMA
S/W/D of : DUKHEEHARAN SHARMA
Address : DARIYAPUR, NAUBATPUR, PATNA



Valid TR (Transport)
Valid TR (Non-Transport) 16-02-2016

DOB : 17-02-1976 BG O+

Badge No. :

*Authorisation to drive the following vehicle class throughout India.
Type of Vehicles : MCWG LMV NT Only

Signature of Holder

Issued on : 22-08-2000

M19878 [redacted]

Original LA	:	DTO,PATNA
Old DL No	:	7338/00PAT
Date Of Issue	:	09-10-2009
Class Of Vehicles	:	

Vehicle Class	Issue Date
MCWG	22-08-2000
LMV-NT	22-08-2000

Endorsement of Certificate of Admissibility

missible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian tamp Act, 1899, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 10000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 11350/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	Lii	0		
A8	0	D	0	H2	0	K1b	0	Liii	0		
A9	0	DD	1000	I	0	K1c	0	Mb	0		
A10	0	E	0	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-		1000	

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	350
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1350

Date: 10/12/2014

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 10th December 2014 by Sanjay Kumar Singh (M. Dir.) S/O-Shri Bidhanchand Singh by profession Others. Status - Executant

For Venus Star Constructions Limited

Sanjay Kumar Singh 10/12/14

Signature/L.T.I. of Presentant

Date:10/12/2014

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Mukesh Sharma' age '38' Sex 'M', 'S/O-Dudheshwar Sharma', resident of 'Dariyapur, Naubatpur, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 10/12/2014

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1, Volume No. 43 on pages on 240 -253 , for the year 2014 and stored in CD volume No. CD-6 year 2014 .The document no. is printed on the Front Page of the document.

Date : 10/12/2014

Registering Officer
Patna

Token No. : 12970 Year : 2014 S.No. : 12719 SCORE Ver.3.0 Deed No . : 868