भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AB 777859

28 APR 2018

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

This Agreement of Limited Liability Partnership made at Kanpur this 23rd day of May, 2018 between

1. **Mr. ARYASH MISHRA** S/o Shri Rakesh Mishra, an Indian resident, residing at 7/207, Swaroop Nagar, Kanpur- 208002 U.P. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

2. **Mr. RAKESH KUMAR MISHRA** S/o Salig Ram Mishra, an Indian resident, now residing at 7/207, Swaroop Nagar, Kanpur- 208002 U.P which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called **SECOND PART**,

3. **Mr. JAGDISH PRASAD MISRA** S/o Salig Ram Misra, an Indian resident, residing at 1133, Y- Block, Kidwai Nagar, Kanpur - 208011 U.P. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PART**,

4. **Mr. AMIT MISHRA** S/o Shri Ram Swarup Mishra, an Indian resident, residing at 1133, Y- Block, Kidwai Nagar, Kanpur - 208011 U.P. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FOURTH PART**,

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एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

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EF 280766

5. **Mr. ABHISHEK MISHRA** S/o Shri [illegible] an Indian resident, residing at 1153, Y-Block, Kidwai Nagar, Kanpur – 208011 U.P. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIFTH PART**,

6. **Mrs. INDU MISHRA** D/o Shri Gyan Shanker Mishra, an Indian resident, residing at 7/207, Swaroop Nagar , Kanpur- 208002 U.P. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SIXTH PART**, and

7. **Mrs. PRIYANKA MISHRA** D/o Shri Jitendra Prasad Mishra, an Indian resident, now residing at 7/207, Swaroop Nagar, Kanpur- 208002 U.P Kanpur – 208011 U.P. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SEVENTH PART.**

M/S INDRESH DEVELOPER LIMITED, a company incorporated under the Companies Act, 1956 and having **CIN –U45201UP2006PLC031478**, having its registered office at 7/119, SWAROOP NAGAR, KANPUR- 208002 (hereinafter referred to as the 'erstwhile company') has been converted into a limited liability partnership under the name and style of '**INDRESH DEVELOPER LLP**' w.e.f 15th Day of May, 2018 by LLP Identification Number : AAM-6225

The Parties from the first to the Seventh part were all shareholders of **INDRESH DEVELOPER LIMITED** (the erstwhile company) before the date of conversion of the company into LLP i.e. 15th Day of May, 2018 and had agreed / consented to convert the company into LLP comprising of Partners being none other than the shareholders of the erstwhile company, contributing to the capital of LLP in proportion similar to their shareholding in the 'erstwhile company' and to carry such business as was being carried by the 'erstwhile company'.

The Partners hereto have decided to reduce the terms and conditions governing the partnership in writing in the manner hereinafter contained.

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एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

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IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS AS FOLLOWS:

1. Name: Limited Liability Partnership shall be carried on in the name and style of M/S. **INDRESH DEVELOPER LLP** (hereinafter referred to as the 'LLP') or such other name as shall be agreed to by the partners from time to time.

2.Business: The Partners shall continue the same business of real estate, constructions, builders, infrastructure developers, contractors, designers, deal in building materials and to do all such business as done by the company prior to conversion into LLP or any other business in any other manner as may be decided by the majority of Partners.

3.Registered Office: The partnership business shall continue to be carried on at 7/119, SWAROOP NAGAR, KANPUR- 208002 which shall also be its registered office. The business shall also be carried from such other places as may be mutually decided by the partners from time to time.

4.Assets & Liabilities: Upon conversion of **INDRESH DEVELOPER LIMITED** into LLP, all the assets, liabilities including its capital and business shall be of **INDRESH DEVELOPER LLP** and as per the provisions of the Act, **INDRESH DEVELOPER LIMITED** shall stand dissolved. All the members of the erstwhile company immediately before the conversion shall become the partners of the LLP and their capital contribution shall be as per para 6 and profit sharing ratio in the LLP shall be as per para 12 of this deed.

5.All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.

भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

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BM 460171

6.Contribution: The contribution of the LLP shall be Rs. 10,00,000 (Rupees Ten Lakh Only) which shall be in the same proportion to their membership in the erstwhile company just before the date of such conversion which shall be called as FIXED CAPITAL of the partners:

a.	Mr. Aryash Mishra	RS. 10000.00
b.	Mr. Rakesh Kumar Mishra	RS. 840000.00
c.	Mr. Jagdish Prasad Misra	RS. 10000.00
d.	Mr. Amit Mishra	RS. 10000.00
e.	Mr. Abhishek Mishra	RS. 10000.00
f.	Mrs. Indu Mishra	RS. 110000.00
g.	Miss. Priyanka Mishra	RS. 10000.00

Further, contributions as and when required by the LLP shall be bought by the Partners in their profit sharing ratio or as mutually agreed upon.

7.Number of Designated Partners: **Shri Aryash Mishra**, party of the first part. **Shri Rakesh Kumar Mishra**, party of the second part and **Amit Mishra**, Party of the Fourth Part will be its Designated Partners. The maximum number of designated partners appointed for the LLP shall be as mutually agreed between the partners initially at the time of incorporation of LLP or as decided by the designated partners of the LLP from time to time unanimously.

8.Commencement: The Partnership shall commence on the date of registration of the LLP i.e. 23rd Day of May, 2018 and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement by consent of all Partners for the time being of the LLP.

9. Audit: The Statement of Accounts and Solvency of LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the rules.

10.Remuneration to Partners:

10.1) That the parties of the **FIRST, SECOND AND FOURTH** hereto shall be the working partners and shall be entitled to receive remuneration as per Clause 10.3 herein below for attending to the affairs of the LLP which shall be divided in the following proportion and shall be credited at the end of the year in the current capital accounts of the partners:

Party of the First Part	25%
Party of the Second Part	50%
Party of the Fourth Part	25%

10.2) That no remuneration shall be allowed **to the working partners in the case of book profit being NIL or a negative figure.**

10.3) That in case the book profit is a positive figure, remuneration allowable to the working partners shall not be less than the following limits which shall hereinafter be referred to as "eligible remuneration"

a) On the First Rs.3,00,000/- of the book profits - 90%

Provided further that in no case the allowable remuneration shall exceed the book profits computed in accordance with the provisions of the Income Tax Act

b) On the balance of the book profits - 60%

11.Drawings: Each partner may draw out of the partnership funds as drawings from the credit balance of his income account. Such withdrawals shall be duly accounted for in the yearly statement of accounts and divisions of profits of the partnership at the end of each financial year.

12.Interest on Capital or Loan: Simple interest @ 12% or at any other lower rate, as may be prescribed by the Direct Tax Enactments, shall be allowed or charged on the fixed capital balances of the partners appearing in the books.

Provided further that in case of overdrawn capital standing in the current or fixed capital accounts of the partners, as the case may be, simple interest @12% p.a. shall be charged on day to basis.