

Date: 16/07/2019  
To,  
The Technical Advisor  
RERA Office  
Naveen Bhavan,  
Rajya Niyojan Sansthan,  
Kalakankar House Road,  
Old Hyderabad,  
Lucknow Uttar Pradesh 226007

**Ref No.:** 5196/U.P. RERA/ PROJECT REGISTRATION/ 2019-2020

**Subject:** Clarification regarding Promoters of Project -THE SAGE CITY (ID20224).

Respected sir,

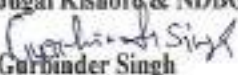
With reference to objection Letter Ref No. dated 12.07.2019 as sent by RERA Authority and Objections raised in Point No. 3, we want to clarify That The **Sale Deeds** of the Promoter were in name of

- M/S Tanya Moderators Private Limited
- M/S LalaJugal Kishore Ornaments Private Limited
- And M/STwenty-Four Carat Constructions Private Limited

Whereas the promoter registration is in the name of M/s Jugal Kishore & NDBG Sage City LLP .  
Further to clarify the above objection, we would like to clarify that all the three companies entered into a Limited Liability Partnership named M/s Jugal Kishore & NDBG Sage City LLP (AAH-7349) for this project in the manner below:-

| Sr. No. | Name of the Company   | Nominee/Represented by | Designation IN M/s Jugal Kishore & NDBG Sage City LLP |
|---------|---|------------------------|---|
| 1.      | Twenty-Four Carat Constructions Private Limited<br>(CIN-U65923UP2012PTC049499)  | Mr. Gurbiander Singh   | Designated Partner                                    |
| 2.      | LalaJugal Kishore Ornaments Private Limited<br>(CIN-U51900UP2007PTC109812)  | Mr. Arpit Rastogi      | Designated Partner                                    |
| 3.      | Tanya Moderators Private Limited previously known as Tanya Group Holdings Private Limited<br>(CIN- U70102UP2012PTC050990) | Mr. Ambuj Rastogi      | Partner   |

We have also annexed LLP Agreement, Form 2 Specifying details of all Partners and Certificate of Incorporation for your reference . Kindly take this on record.

For and on behalf of  
Jugal Kishore & NDBG Sage City LLP  
  
Gurbiander Singh  
DIN-03053696

Director

Encl:-Form 2 (Jugal Kishore & NDBG LLP)

LLP Agreement

Name Change Letter of Tanya Moderators Private Limited



# LLP FORM NO. 2

[Pursuant to rule 8 and rule 11 of Limited Liability Partnership Rules, 2009]

Incorporation Document and  
Subscriber's Statement

Note – All fields marked in \* are to be mandatorily filled.

## Part A: Incorporation document

|  |  |  |
|--|--|--|
| 1. *Indicate Registrar's reference number for name approval<br>(Service Request Number (SRN) of Form 1)  | <input type="text" value="M02139947"/>   | <input type="button" value="Pre-Fill"/>        |
| 2. Name of Limited Liability Partnership (LLP)   | <input type="text" value="JUGAL KISHORE &amp; NDBG SAGE CITY LLP"/>  |  |
| 3. State in which the registered office of the LLP is to be situated   | <input type="text" value="Uttar Pradesh-UP"/>  |  |
| 4. Name of the office of Registrar in which the proposed LLP is to be registered   | <input type="text" value="Registrar of Companies, Uttar Pradesh"/>   |  |
| 5. *Address of registered office of the LLP  |  |  |
| *Line I  | <input type="text" value="551JHW/113, RAM NAGAR"/>   |  |
| Line II  | <input type="text" value="ALAMBAGH"/>  |  |
| *City  | <input type="text" value="LUCKNOW"/>   | *District <input type="text" value="Lucknow"/> |
| State  | <input type="text" value="Uttar Pradesh-UP"/>  | *PIN Code <input type="text" value="226005"/>  |
| Country  | <input type="text" value="India"/>   |  |
| ISO country code   | <input type="text" value="IN"/>  | *Phone <input type="text" value="7388888089"/> |
|  |  | Fax <input type="text"/>                       |
| *e-mail ID   | <input type="text" value="gurdhillon143@gmail.com"/>   |  |
| 6. Business activities to be carried out by the LLP on incorporation   |  |  |
|  | <input type="text" value="To carry on the business of Land, building, construction, developers, real estate"/> |  |
| (Note: In case business activities consists of banking, insurance, venture capital, mutual fund, stock exchange, asset management, architect, architecture, merchant banking, securitization and reconstruction, chit fund and non banking financial activities, a copy of the in-principle approval of the regulatory authority should be attached) |  |  |
| 7. *Based on business activities, main division of industrial activity of the LLP as per NIC-2004  | <input type="text" value="45"/>  |  |
| Description of main division of industrial activity  |  |  |
| <input type="text" value="Construction"/>  |  |  |
| 8 (a). * Total number of designated partners   | <input type="text" value="2"/>   |  |
| (b). * Total number of partners  | <input type="text" value="1"/>   |  |

9. \*Number of individual designated partner(s) for which this form is being filed

**Details in respect of individuals as designated partners**

|  |  |   |
|--|--|---|
| (a) *Designated partner identification number (DPIN)     | <input type="text"/>                               | <input type="button" value="Pre-Fill"/>                         |
| (b) Name   | <input type="text"/>                               |   |
| (c) Father's Name  | <input type="text"/>                               |   |
| (d) Nationality  | <input type="text"/>                               |   |
| (e) Whether resident of India                            | <input type="radio"/> Yes <input type="radio"/> No |   |
| (f) Date of Birth  | <input type="text"/>                               | (DD/MM/YYYY)  |
| (g) *Occupation  | <input type="text"/>                               |   |
| (h) Present residential address                          | <input type="text"/>                               |   |
| (i) In case of company seeking conversion                |  |   |
| (i) Number of shares held                                | <input type="text"/>                               | (ii) Paid up value of shares held (in Rs.) <input type="text"/> |
| (j) *Form of contribution                                | <input type="text"/>                               |   |
| (k) *Monetary value of contribution (in Rs.)             | <input type="text"/>                               |   |
| (in words)   | <input type="text"/>                               |   |
| (l) *Number of LLP(s) in which he/ she is a partner      | <input type="text"/>                               |   |
| (m) *Number of company(s) in which he/ she is a director | <input type="text"/>                               |   |

1

**Details in respect of bodies corporate as designated partners and their nominees**

(a) \*Type of body corporate

Company

(b) \*Corporate identity number (CIN) or Foreign company registration number (FCRN) or Limited liability partnership identification number (LLPIN) or Foreign limited liability partnership identification number (FLLPIN) or any other identification number

U70102UP2012PTCC00090

Pre-Fill

(c) \*Name of body corporate

TWENTY-FOUR CARAT CONSTRUCTIONS PRIVATE LIMITED

(d) \*Country where registered

INDIA

(e) \*Full address of the registered office or principal place of business in India

H-2/15, SECTOR-D,  
LDA COLONY, KANPUR ROAD  
LUCKNOW  
Uttar Pradesh  
226012  
India

ISO country code

IN

Phone

Fax

\*e-mail ID

lkore0@yahoo.co.in

(f) In case of company seeking conversion

(i) Number of shares held

(ii) Paid up value of shares held (in Rs.)

(g) \*Form of contribution

CASH

(h) \*Monetary value of contribution (in Rs.)  
(in words)

500,000.00

Rupees Five Lacs only

(i) Name and particulars of the person signing on behalf of the body corporate as nominee

(i) \*DPIN

03053696

Pre-Fill

(ii) Name

GURBINDER SINGH

(iii) Father's Name

NIRMAL SINGH

(iv) Present residential address

H. NO. 2/15, SECTOR D, LDA COLONY  
POLICE STATION KRISHNA NAGAR  
LUCKNOW  
Uttar Pradesh  
226012  
India

(v) Nationality

INDIA

(vi) Whether resident of India

☒ Yes ☐ No

(vii) Date of Birth

12/04/1979

(DD/MM/YYYY)

(viii) \*Occupation

BUSINESS

(ix) \*Designation &amp; Authority in body corporate

DIRECTOR

## Details in respect of bodies corporate as designated partners and their nominees

|  |  |  |     |
|--|--|--|-----|
| (a) *Type of body corporate  | Company  |  |     |
| (b) *Corporate identity number (CIN) or Foreign company registration number (FCRN) or Limited liability partnership identification number (LLPIN) or Foreign limited liability partnership identification number (FLLPIN) or any other identification number | U51900WB2007PTC116270  | Pre-Fill                                   |     |
| (c) *Name of body corporate  | LALA JUGAL KISHORE ORNAMENTS PRIVATE LIMITED   |  |     |
| (d) *Country where registered  | INDIA  |  |     |
| (e) *Full address of the registered office or principal place of business in India   | 9/12 LAL BAZAR STREET MERCANTILE BUILDING BLOCK B<br>3RD FLOOR R N 10<br>KOLKATA<br>West Bengal<br>700001<br>India |  |     |
| ISO country code   | IN   | Phone                                      | Fax |
| * e-mail ID  | casheshirbajpai@gmail.com  |  |     |
| (f) In case of company seeking conversion  |  |  |     |
| (i) Number of shares held  |  | (ii) Paid up value of shares held (in Rs.) |     |
| (g) *Form of contribution  | CASH   |  |     |
| (h) *Monetary value of contribution (in Rs.)   | 500,000.00   |  |     |
| (in words)   | Rupees Five Lacs only  |  |     |
| (i) Name and particulars of the person signing on behalf of the body corporate as nominee  |  |  |     |
| (i) *DPIN  | 01947389   | Pre-Fill                                   |     |
| (ii) Name  | ARPIT RASTOGI  |  |     |
| (iii) Father's Name  | AMBUJ KUMAR RASTOGI  |  |     |
| (iv) Present residential address   | 1, UNIVERSITY ROAD,<br>LUCKNOW<br>Uttar Pradesh<br>226001<br>India<br>undefined                                    |  |     |
| (v) Nationality  | INDIA  |  |     |
| (vi) Whether resident of India   | <input checked="" type="radio"/> Yes <input type="radio"/> No  |  |     |
| (vii) Date of Birth  | 22/02/1980   | (DD/MM/YYYY)                               |     |
| (viii) *Occupation   | BUSINESS   |  |     |
| (ix) *Designation & Authority in body corporate  | DIRECTOR   |  |     |

11. \*Number of individual partner(s) for which this form is being filed

0

**Details in respect of individuals as partners**

(a) \* ☐ Income tax permanent account number (Income-tax PAN) or ☐ Passport number or ☐ DPIN  [Verify Income-tax PAN Pre-Fill](#)

(b) \*Name of partner

(c) \*Father's Name

(d) \*Nationality

(e) \*Whether resident in India ☐ Yes ☐ No

(f) \*Date of Birth  (DD/MM/YYYY)

(g) \*Occupation

(h) \*Permanent Residential Address:

\*Line I

Line II

\*City  \*District

\*State  \*Pin code  ISO country code

\*Country

(i) \*Whether present residential address is same as the permanent residential address ☐ Yes ☐ No

(j) \*If no, present residential address:

\*Line I

Line II

\*City  \*District

\*State  \*Pin code

\*Country

ISO country code:  Phone  Fax

Mobile

\*e-mail ID

(k) In case of company seeking conversion

(i) Number of shares held  (ii) Paid up value of shares held (in Rs.)

(l) \*Form of contribution

(m) \*Monetary value of contribution (in Rs.)

(in words)

(n) \*Number of LLP(s) in which he/she is a partner

(o) \*Number of company(s) in which he/she is a director

12. \*Number of bodies corporate as partner(s) for which this form is being filed

1



**Details in respect of bodies corporate as partners and their nominees**

|  |  |   |   |
|--|--|---|---|
| (a) *Type of body corporate  | Company  |   |   |
| (b) *CIN or FCRN or LLPIN or FLLPIN or any other identification number   | U65023UP2012PTC049499  | Pre-Fill                                  |   |
| (c) *Name of body corporate  | TANYA MODERATORS PRIVATE LIMITED   |   |   |
| (d) *Country where registered  | INDIA  |   |   |
| (e) *Full address of registered office or principal place of business in India   | 1, University Road<br>Near I.T. Crossing<br>Lucknow<br>Uttar Pradesh   |   |   |
| ISO country code   | IN   | Phone                                     |   |
| *e-mail ID   | cashishirbajpai@gmail.com  |   |   |
| (f) In case of company seeking conversion  |  |   |   |
| (a) Number of shares held  |  | (b) Paid up value of shares held (in Rs.) |   |
| (g) *Form of contribution  | CASH   |   |   |
| (h) *Monetary value of contribution (in Rs.)   | 5,00,000   |   |   |
| (in words)   | Rupees Five Lacs only  |   |   |
| (i) Name and particulars of the person signing on behalf of the body corporate as nominee                                    |  |   |   |
| (i) * <input type="radio"/> Income-tax PAN or <input type="radio"/> Passport number or <input checked="" type="radio"/> DPIN | 05204145   | Verify Income-tax PAN/ Pre-Fill           |   |
| (ii) *Name of Nominee  | AMBLU RASTOGI  |   |   |
| (iii) *Father's Name   | JUGAL KISHORE RASTOGI  |   |   |
| (iv) *Nationality  | INDIA  | (v) *Whether resident in India            | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| (vi) *Date of Birth  | 15/06/1957   | (DD/MM/YYYY)                              |   |
| (vii) *Occupation  | BUSINESS   |   |   |
| (viii) *Designation & Authority in body corporate  | DIRECTOR   |   |   |
| (ix) *Permanent residential address  | *Line I 1 UNIVERSITY ROAD<br>*Line II NEAR I.T. CROSSING<br>*City LUCKNOW *District<br>*State Uttar Pradesh-UP *Pin code 226007 ISO country code IN<br>*Country INDIA  |   |   |
| (x) *Whether present residential address is same as the permanent residential address  | <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |   |
| (xi) *If no, present address   | *Line I 1 UNIVERSITY ROAD<br>*Line II NEAR I.T. CROSSING<br>*City LUCKNOW *District<br>*State Uttar Pradesh-UP *Pin code 226007 ISO country code IN<br>*Country INDIA<br>Phone Fax Mobile 9506615959<br>*e-mail ID arpitrastogi_jk@yahoo.co.in |   |   |

13. \*Total monetary value of contribution by partners in the LLP

(in Rs.) (in figures) 1,500,000

(in words) Rupees Fifteen Lacs only

14. \*Whether addendum to eForm 2 is required to be filed (refer instruction kit for details)

☐ Yes ☒ No

15. We, the several partners whose names are subscribed below, are desirous of being formed into a LLP for carrying on a lawful business with a view to earn profit and have entered or agreed to enter into a LLP agreement in writing. We respectively agree to contribute money or other property or other benefit or to perform services for the LLP in accordance with the LLP agreement, the particulars of which are stated against our respective names. We hereby give our consent to become a partner/ designated partner/ nominee/ nominee & designated partner of the LLP pursuant to section 7(4) / 25(3)(c) of the Limited Liability Partnership Act, 2008.

(Attach details in respect of names of partners/ nominees/ witnesses and their signatures in the below format as Subscribers' sheet attachment)

| Name of each partner/ designated partner/ nominee/ nominee & designated partner | Designation (Designated Partner / Partner/ nominee/ nominee & designated partner) | Signature of partner/ designated partner/ nominee/ nominee & designated partner | Name, address and profession (along with professional membership number) of witness | Signature of witness |
|---|---|---|---|----------------------|
|   |   |   |   |                      |
|   |   |   |   |                      |

**Note:** Attach the details of company(s)/ LLP(s) in which partner/ designated partner is a director/ partner, as the case may be in the below format as an attachment

| S.No. | CIN/ LLPIN | Name of Company/ LLP |
|-------|------------|----------------------|
|       |            |                      |

#### Attachments

- Where the appointed partner is a body corporate, copy of resolution on the letterhead of such body corporate to become a partner in the proposed LLP and a copy of resolution/ authorization of such body corporate also on a letterhead mentioning the name and address of an individual nominated to act as nominee/designated partner on its behalf
- \*Proof of address of registered office of LLP
- \*Subscribers' sheet including consent
- In principle approval of regulatory authority, if required
- Detail of LLP(s) and/ or company(s) in which partner/ designated partner is a director/ partner
- Optional attachment(s) - if any

List of attachments

Attach

Resolutions for LLP.pdf  
Address Proof LLP.pdf  
Subscribers sheets.pdf  
Interest in other entities LLP.pdf

Attach

Attach

Attach

Attach

Attach

Remove attachment



Part B: Statement

Statement by a person who subscribed his name to the incorporation document

I, the designated partner of the LLP do state that

- (i) I am a person named in the incorporation document as a designated partner/partner of the limited liability partnership;
- (ii) the designated partner(s)/partner(s) have given their prior consent to act as designated partner(s)/partner(s);
- (iii) all the requirements of the Limited Liability Partnership Act, 2008 and the rules made thereunder have been complied with, in respect of incorporation and matters precedent and incidental thereto;
- (iv) I make this statement conscientiously believing the same to be true.

To be digitally signed  
by a designated partner

Digital Signature of Designated Partner

\*DIN of the designated partner

03063696

Statement by an Advocate/ Company Secretary/ Chartered Accountant/ Cost Accountant in practice

I Mudit Agrawal

☒ Son ☐ Daughter of Kamesh Kumar Agrawal

do state that

- (i) I am
- ☐ Advocate
  - ☐ Company Secretary in whole time practice
  - ☒ Chartered Accountant in whole time practice
  - ☐ Cost Accountant in whole time practice

engaged in the formation of the limited liability partnership and my membership number or certificate of practice number with

Institute of Chartered Accountants of India

(name of regulatory body) is 421800

(certificate of practice number in case of company secretary/ membership number in all other cases)

- (ii) all the requirements of the Limited Liability Partnership Act, 2008 and the rules made thereunder have been complied with, in respect of incorporation and matters precedent and incidental thereto;

(ii) I make this statement conscientiously believing the same to be true.

Whether associate or fellow

☒ Associate ☐ Fellow

Digital Signature of Mudit Agrawal

Modify

Check Form

Prescrutiny

For office use only:

eForm Service request number (SRN) M02427508 eForm filing date 28/10/2016 (DD/MM/YYYY)

Digital signature of the authorising officer

This e-Form is hereby approved

Digital Signature of Authorising Officer

This e-Form is hereby rejected

Confirm submission

Date of signing

03/11/2016

(DD/MM/YYYY)



उत्तर प्रदेश UTTAR PRADESH

Y 556082

**LIMITED LIABILITY PARTNERSHIP (LLP) AGREEMENT**

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP executed at Lucknow on Thursday this 1<sup>st</sup> day of December 2016 by and between

**1. Twenty Four Carat Constructions Private Limited**

(CIN:- U70102UP2012PTC050990a Body Corporate incorporated under Companies Act, 1956 having it's Registered office at R/o H.No. 2/15, Sector D, LDA Colony, Police Station Krishna Nagar, Lucknow-226 012 Uttar Pradesh.

Hereinafter referred to as party of the First Part.

through its Nominee Shri Gurbinder Singh (DPIN 03053696)  
S/o Shri Nirmal Singh  
R/o H.No. 2/15, Sector D, LDA Colony,  
Police Station Krishna Nagar,  
Lucknow-226 012 Uttar Pradesh.

**AND**

**2. Lala Jugal Kishore Ornaments Private Limited**

(CIN:- U51900WB2007PTC116270 a Body Corporate incorporated under Companies Act, 1956 having it's Registered office at R/o 9/12, Lal Bazar Street, Mercantile Building, 3<sup>rd</sup> Floor, R.No. 10, Kolkata-700 001 W.B.



उत्तर प्रदेश UTTAR PRADESH

DC 409174

Hereinafter referred to as party of the Second Part.

through its Nominee Shri Arpit Rastogi (DIPIN 01947389)  
S/o Shri Ambuj Kumar Rastogi  
R/o 1, University Road,  
Lucknow—226 001 Uttar Pradesh

AND

**3. Tanya Moderators Private Limited**

(CIN:- U65923UP2012PTC049499 a Body Corporate incorporated under Companies Act, 1956 having it's Registered office at R/o 1, University Road, Lucknow—226 001 Uttar Pradesh

Hereinafter referred to as party of the third Part.

through its Nominee Ambuj Rastogi (DIPIN 01947389)  
S/o Shri Ambuj Kumar Rastogi  
R/o 1, University Road,  
Lucknow—226 001 Uttar Pradesh

which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assigns.



उत्तर प्रदेश UTTAR PRADESH

DC 409175

WITNESSES the mutual agreement of the Parties hereto as follows:

THAT all the three partners are bodies corporate and

1. Twenty Four Carat Constructions Private Limited
2. Lala Jugal Kishore Ornaments Private Limited

shall be Designated Partners on incorporation of the LLP to carry on partnership business as a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 (LLP Act) with a view to sharing profit upon the following terms.

I. WHEREAS the Partners by subscribing their names to the Incorporation Agreement have formed a Limited Liability Partnership (LLP) in the name of '**JUGAL KISHORE & NDBG SAGE CITY LLP**' Proposed to be registered with the registered with Registrar of Companies / LLP, Uttar Pradesh, Lucknow.

AND WHEREAS it is expedient to define the mutual rights and duties of the partners and the mutual rights and duties of Limited Liability Partnership and the Partners;

NOW THIS AGREEMENT WITNESSES AS UNDER

INTERPRETATION



उत्तर प्रदेश UTTAR PRADESH

BD 798738

In this Agreement unless the context otherwise requires:-

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession service and occupation.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designate Partner" means any partner designated as such.

"LLP" means the limited liability partnership formed pursuant to this LLP Agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

"Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement.



**II.** This Agreement shall be applicable with effect from the date of incorporation / registration of Limited Liability Partnership with the Registrar of LLP / Companies.

**III. Name** of the Limited Liability Partnership: The name of the LLP Firm is Jugal Kishore & NDBG Sage City LLP and the name may be changed as the existing partners at the relevant time may decide unanimously in accordance with the provisions of LLP Act and the Rules.

**IV. Registered Office** of the LLP:

The registered office of the LLP shall be at

551 JHA/113 RAMNAGAR ALAMBAGH LUCKNOW (U.P.)

E-mail ID: camudit89@gmail.com

The registered office shall be address for service of documents under rule 16(1) and may be changed by the decision of the partners to such other place within India as they may unanimously decide by making compliance with the provisions of the LLP Act and the Rules there under.

#### **1. Business**

The LLP business has been formed to carry on the following businesses until and unless changes as mutually agreed upon by all the partners for the time being of the LLP.

- i. To carry on either singly or jointly with one or more person(s), the businesses of builders, building, construction, Real Estate, property dealers, consultants, agents, Brokers, Interiors, decorators,

*Am*  
Architects, structural engineers, or any other activities related with building-construction, infrastructure and to build, promote, maintain, modify, pull-down, dismantle, remove, renovate, replace, improve, develop, control, manage, any premises, structures, residences, buildings, apartment, offices, factories, roads, bridges, dams, reservoirs, warehouses, stores, hospitals, malls, townships, colonies, restaurants, hotels, Shopping Complex, Schools, Colleges, towers and to let out, sell, deliver, give possession etc. of such structure, building, premises, etc. on contract, ownership, installment, rent, hire purchase basis or under any scheme or arrangement or otherwise.

- ii. To sale, purchase, develop, divide, re-organize, land, private plots, commercial plots, industrial plots, residential plots, personal estates, agricultural land, forest land, garden through online-offline, tender, real estate portal, contract, ownership, rent, profit sharing basis, exchange or on lease hire or otherwise under any scheme or arrangement or otherwise for building-construction related activities. To buy, sell, supply, distribute, import, export, deal etc. in all types of materials, machines, tools, apparatus, commodities, articles and things used in building, construction, infrastructure and real estate business.
- iii. To deal in plant, machines, tools, equipments, apparatus, spares, parts, chemicals, compounds, scraps, castings, moulds, dies, raw materials, by products and all other incidental, ancillary items, goods in relation to the business of the LLP

The partners may decide to close any of the business or to modify or to run the same in such manner and at such places as they may unanimously decide from time to time

## **2. Name**

The name under which the LLP business shall be carried on shall be **JUGAL KISHORE & NDBG SAGE CITY LLP** as permitted by the Registrar out of the few names proposed by mutual understanding of the Parties hereto.

### **3. Place of Business i.e. works / factory**

The business of LLP shall be carried on at the address given below:

551 JHA/113, RAMNAGAR ALAMBAGH LUCKNOW 226005 UP

As the principal place of business and at such other place or places as the Partners shall from time to time unanimously agree upon.

### **4. Term of LLP**

The LLP shall commence on the date of incorporation, registration of the LLP, 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.

### **5. LLP Capital, Partners' Contribution, Liability and Admission of Partners-**

- (i) The capital of Partnership shall be the sum of Rs. 15,00,000/- (Rupees Fifteen Lacs only) brought in cash/money's worth of any property or services agreed by all partners for the time being of the LLP and belonging to the Partners initially by the Partners being the Parties hereto in equal shares. The partners may, subject to provisions of the Act, by a unanimous decision decide from time to time to increase or reduce the fixed capital or ratio of contribution by the partners as they may deem necessary or expedient for efficiently carry on the business of LLP. There shall be no limit on the number of Partners to be admitted at any time and from time to time by changing the provisions of this LLP Agreement, if necessary, and as required, subject to its acceptance by all the then existing Partners at a meeting of theirs or otherwise confirmed in writing.
- (ii) A separate capital account shall be maintained for each Partner. If any partner shall advance any sum of money to the LLP over and above his due contribution as above the same shall be treated as a debt due from the LLP in current

account. Similarly if any partner withdraws any sum of money from the LLP the same shall be a debt to LLP from the partner.

- (iii) Profit Sharing Ratio: Each partner shall be entitled to share the profits of the LLP after meeting all the expenses and obligations of the firm including the remuneration payable to the working partners, if any, in the following ratio.

|  |     |
|--|-----|
| 1. Twenty Four Carat Constructions Private Limited | 36% |
| 2. Lala Jugal Kishore Ornaments Private Limited    | 32% |
| 3. Tanya Moderators Private Limited                | 32% |

The profit shall be accounted at the end of the financial year in the current account of each partner.

- (iv) If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the then Partners. Existing loans advanced or deemed as advanced by the Partners to the LLP shall not be convertible into such capital contribution.
- (v) After the LLP's registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners.
- (vi) The LLP shall have a Common Seal and it shall be laid before and adopted at the general meeting. The Common Seal shall be affixed to any document or contract with approval of and in the presence of one of the Designated Partners of the LLP, on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signatures.



- (vii) 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.
- (viii) Designated Partner(s) shall be entitled to remuneration for taking part in the conduct of the LLP's business on such terms and time as may be decided by all the designated partners in writing.

That both the designated partners shall be payable remuneration as may be prescribed under section 40(be) or any other relevant provision of the Income tax Act, 1961. However, if the computation of income before deducting Remuneration is loss, Nil income or lower income, the remuneration can be Nil or lower than prescribed rate as mentioned in income tax act 1961 so as to reduce income to Nil.

(ix) Interest

The simple interest @12% per annum or as may be prescribed under section 40(b) or any other relevant provision of the Income tax act, 1961 shall be payable to the partners on their capital accounts and credited to their accounts at the end of the year. However, if the computation of income before deducting interest to partners is loss, nil income, the rate of interest can be Nil or lower than 12% so as to reduce income to Nil. Such interest shall be cumulative such that any deficiency in one financial year shall be made up out of the gross profits of any succeeding financial year or years. For this purpose, the financial year shall be the twelve months from the first of April to the thirty-first of March next.

**i. Class of Partners**

- (i) Designated Partners: The following shall be the nominee of First designated partners as required by section 7 of the LLP Act to do the acts as required under the said Act to be done.
  - 1. Shri Gurbinder Singh.
  - 2. Shri Arpit Rastogi.

(ii) Working Partners:

All the partners (above) shall be the working partners and shall contribute their time and efforts for the efficient running of the business and affairs of the LLP. The partners may allocate various works and responsibilities among themselves by mutual understanding from time to time.

(iii) The working partners may be paid remuneration which shall be a charge on the profit of the LLP as and when they decide so.

(iv) The partners shall be entitled for the reimbursement of expenses, in any, incurred by them on behalf of LLP.

(v) The Designated partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners being the Parties hereto as agreed upon mutually between them by themselves.

(vi) Admission of New Partner(s): The partners, if they unanimously agree, may take any person(s) as a new partner(s) in accordance with the provisions of the LLP Act, Rules and this agreement. On admission this agreement shall be binding on the new partner subject to such modifications and conditions or New LLP Agreement as may be decided among the partners.

(vii) Retirement of a Partner: A partner may retire from the LLP by giving at least one month prior notice in writing at the registered office of the LLP. Unless otherwise agreed the retirement shall be effective on the end of next month in which the notice was served. The remaining partners shall carry on the business of the LLP and shall be entitled to the share of the retiring partner in their existing ratio in the profits/ losses and/or on such terms and conditions as they may mutually decide.

- (viii) Unless otherwise decided by the partners, the retiring partner shall be entitled to the balance in his capital accounts and profits up to the date of his retirement (after deduction of his share in the accumulated losses, if any on that date in his profit sharing ratio which shall not exceed his agreed contribution in terms of Section 33 of the Act) which shall be paid to him within a period of three months of the retirement. The delay, if any, shall carry interest @18% per annum. In case there is any negative balance in the retiring partner account, the retiring partner shall pay the same to LLP on retirement.
- (ix) Death of a Partner: In case of death of a partner the legal heir of the deceased partner shall be admitted as partner in his place so long as the legal heir is eligible in terms of the Act, failing which the LLP shall continue with remaining partners on such terms and conditions as they may decide.
- (x) Transfer of Interest in LLP: With the consent of all other partners any partner may, subject to the provisions of the Act, transfer his interest in LLP to remaining partners or any outsider on such terms and conditions as the partners may agree.

## **7. Bank Account**

- (i) That the Banking accounts of the LLP shall be opened with any of the banks with consent of the designated partners and the same shall be operated in the manner and under the signatures of the persons duly authorized by the designated partner(s). The partners with mutual consent may authorize any person(s) to operate any of the banking account(s) or mode of operation of the bank accounts.
- (ii) The partners may decide to receive money on deposit or loan and borrow or raise money from time to time from banks or private parties and to secure repayment of any money borrowed, raised or owing by mortgage, charges or lien upon all or any of the property, assets of the LLP (both present

and future) in such manner as they may decide from time to time.

## **8. Books of Accounts**

- (i) LLP shall be regularly maintained and shall be kept at the registered office or at any of the branch office in case of branch accounts as may be decided by all the partners from time to time. The same shall not be removed from the place of business of the LLP without written consent of all the partners who shall have access to the books of accounts of the LLP at all times and shall be free to make such copies or take extract there from as he may think fit.
- (ii) Each designated partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

### **(iii) Annual Statements of Accounts and Solvency**

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby.

### **Audit & Return**

The Statements of Accounts and Solvency of the 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 section 34, 35 Rule 24, 25 of the said Rules in every respect.

9. No partner shall without previous written or express consent of all the partners:
- a. Engage directly or indirectly any business in competition with that of the LLP;
  - b. Borrow any sum of money or otherwise from any person including bank and institutions in the name of LLP;
  - c. Give any security on the assets of LLP or promise for payment of money on account of the LLP, except in the ordinary course of the business; ~
  - d. Assign, transfer, alienate, pledge, mortgage or otherwise enter into any arrangement with any person which may have any effect on the rights and interest of the LLP in any of the properties of the LLP;
  - e. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered;
  - f. Assign, mortgage or charge his share in the LLP or the assets or profits of the firm or any part thereof or make any other person a partner with him therein;
  - g. Compromise or compound or release, except upon payment in full or discharge any debt due to the LLP.

#### **10. Meetings**

Any partner can call a meeting of the partners by sending a prior notice in writing in normal or electronic transmission at least seven days at their registered address and the registered office of the LLP. The meeting shall be attended by all the partners unless expressly denied by a partner.

- (i) The decisions taken by the partners in their meeting or by circulation under the signatures of all the partners shall be recorded by the LLP within thirty days in the minute book and shall be signed by all the partners.


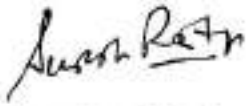
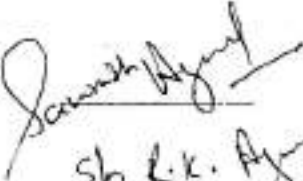


- (ii) The minute book shall be kept at the registered office of the LLP unless otherwise decided by all the partners.
  - (iii) In case of urgency circular resolutions may be passed.
  - (iv) Meetings in which all Partners are entitled to participate to deliberate and decide shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings.
  - (v) A resolution (including circular resolution) in writing and signed by a majority of the partners / Designated Partners, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.
- 11.** All the matters not expressly provided for in this agreement shall be decided by the partners in writing unless they form part of conditions laid down in schedule 1 to the LLP Act in which case the conditions laid down in the schedule shall prevail till such time a specific agreement has been entered.
- 12.** All disputes arising between the partners or with the LLP shall be settled by arbitration under the provisions of the Arbitration and Conciliation Act, 1996.
- 13.** No alteration to or amendment in this LLP agreement shall be valid unless it is in writing as a supplementary/ supersession to this agreement and duly signed by all the partners of the LLP as on the date of alteration or amendment.

#### 14. Arbitration

All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

#### WITNESSES :

1.   
AWTAR SINGH  
S/O JAGDISH SINGH
2.   
S/O LAXI RAJ KUMAR RATRA
3.   
S/O R.K. AGGARWAL

#### EXECUTANTS:

1.   
(.....)
2.   
(.....)
3.   
(.....)



**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

Registrar, Kanpur  
10/499-B, Allenganj, Khalasi Line, Kanpur, Uttar Pradesh, 208002, India

**FORM 16**

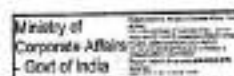
**[Refer Section 12(1)(b) of the LLP Act, 2008]**

**CERTIFICATE OF INCORPORATION**

LLP Identification Number: AAH-7349

It is hereby certified that JUGAL KISHORE & NDBG SAGE CITY LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given at Uttar Pradesh this Third day of November Two thousand sixteen.



Registrar, Kanpur

Note: The corresponding form has been approved by PUNEET KUMAR DUGGAL, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

Mailing Address as per record available in Registrar office:  
JUGAL KISHORE & NDBG SAGE CITY LLP  
551JHA/113, RAM NAGAR, ALAMBAGH,  
LUCKNOW, Lucknow,  
Uttar Pradesh, 226005, India.

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, उत्तर प्रदेश

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U65923UP2012PTC049499

मैसर्स TANYA GROUP HOLDING PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
TANYA GROUP HOLDING PRIVATE LIMITED

की मूल रूप में दिनांक बाईस मार्च दो हजार बारह को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
TANYA GROUP HOLDING PRIVATE LIMITED

के रूप में निगमित की गई थी, में कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार लिखित आवश्यक विनिश्चय पारित करके तथा  
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य  
विभाग, नई दिल्ली की अधिसूचना सं. सा का नि 507 (अ) दिनांक 24.6.1985 एस.आर.एन. B38628251 दिनांक 14/05/2012 के द्वारा  
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स  
TANYA MODERATORS PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र जानपुर में आज दिनांक चौदह मई दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Uttar Pradesh

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U65923UP2012PTC049499

In the matter of M/s TANYA GROUP HOLDING PRIVATE LIMITED

I hereby certify that TANYA GROUP HOLDING PRIVATE LIMITED which was originally incorporated on Twenty Second day of March Two Thousand Twelve under the Companies Act, 1956 (No. 1 of 1956) as TANYA GROUP HOLDING PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B38628251 dated 14/05/2012 the name of the said company is this day changed to TANYA MODERATORS PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Kanpur this Fourteenth day of May Two Thousand Twelve.



Registrar of Companies, Uttar Pradesh

कम्पनी रजिस्ट्रार, उत्तर प्रदेश

\*Note: The corresponding form has been approved by SANJAY BOSE, Assistant Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पताधार का पता :

Mailing Address as per record available in Registrar of Companies office:

TANYA MODERATORS PRIVATE LIMITED  
1, University Road, Near I.T. Crossing,  
Lucknow - 226007,  
Uttar Pradesh, INDIA

