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Certificate No.:

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Description of Document

Property Description

Consideration Price (Rs.)

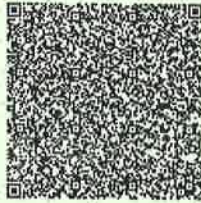
First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-DL47964991780181T
 : 17-Feb-2021 05:09 PM
 : IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
 : SUBIN-DL82800397921248663923T
 : IRESH NIRALA GOLD PROJECTS LLP
 : Article 5 General Agreement
 : Not Applicable
 : 0
 (Zero)
 : IRESH NIRALA GOLD PROJECTS LLP
 : RAKESH MAHAJAN
 : IRESH NIRALA GOLD PROJECTS LLP
 : 500
 (Five Hundred only)



17/02/21

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LLP AGREEMENT OF IRESH NIRALA GOLD PROJECTS LLP

(As per section 23(4) of the Limited Liability Partnership Act, 2008)

This agreement of LLP made in Delhi on 17th day of February 2021
BETWEEN

Mr. Rakesh Mahajan, son of Late Shri. Balraj Mahajan, aged 55 years having DIN 01159415, resident of 801, Tower-J, Near Amity School, Pearl Gateway Tower, Sector-44, Gautam Buddha Nagar, Noida

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Certificate No.	: IN-DL47966316539642T
Certificate Issued Date	: 17-Feb-2021 05:10 PM
Account Reference	: IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82800397924451932047T
Purchased by	: IRESH NIRALA GOLD PROJECTS LLP
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IRESH NIRALA GOLD PROJECTS LLP
Second Party	: RAKESH MAHAJAN
Stamp Duty Paid By	: IRESH NIRALA GOLD PROJECTS LLP
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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201301 UP which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and appointed assignees and hereinafter called FIRST PARTY, and

Anuj Agarwal, son of Sh. Virendra Nath Agarwal aged 52 years having DIN 00044219, resident of KD-41, Kavi Nagar, Ghaziabad, Uttar Pradesh 201002, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and appointed assignees and hereinafter called SECOND PARTY, and

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Satish Sharma, son of Late sh. Gauri Shankar Sharma aged 64 years having DIN 01259567 resident of 104-A, Pocket-1, OPP. Red Cross Hospital Dilshad Garden, East-Delhi Delhi 110095 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and appointed assignees and hereinafter called THIRD PARTY, and

Neeraj Sharma, son of Sh. Onkar Sharma, aged 49 years having DIN 00797424, resident of H.NO. S-3/C-35, Parivar Appartment, Surya Nagar, Ghaziabad, Uttar Pradesh 201011 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and appointed assignees and hereinafter called FOURTH PARTY.

THE FIRST, SECOND, THIRD AND FOURTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW, the First, Second, Third and Fourth Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and intend to execute the terms and conditions in writing of the said formation; IT IS HITHERTO AGREED BY AND BETWEEN BOTH THE PARTIES AS FOLLOWS:

1. LLPIN (Limited Liability Partnership Identification Number):

THE LLPIN IS: AAV-8641

2. Name of LLP

A Limited Liability Partnership shall be carried on in the name and style of **M/S IRESH NIRALA GOLD PROJECTS LLP** and hereafter called LLP.

3. Place of execution:

Place of execution of the agreement is in **Delhi**

4. Date of commencement:

The LLP constituted under this deed shall be deemed to have commenced w. e. f. 11th day of February 2021.

5. Registered office

The LLP shall have its registered office at 201, 2nd Floor, F-8A, Vijay Block Laxmi Nagar Delhi DI 110092 IN and/or at such other place or places, as shall be agreed to by the partners from time to time.

6. Business

The business of LLP shall be considered as follows:-



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1. To carry on the business of Builders, Construction and Contractors and to carry on the business of the proprietors of lands, flats, dwelling houses, shops, offices, industrial estates, lessees of lands, flats and other immoveable properties and for these purposes to purchase, take on lease or otherwise acquire and hold any lands or buildings of any tenure or description wherever situated, or rights or interests therein or connected therewith, to prepare building sites, and to construct, reconstruct, pull down, renovate, develop, alter, improve, decorate and furnish and maintain flats, hotels, malls, educational institutes, hospitals, dwelling houses, shops, offices, buildings, industrial estates, works and conveniences, and sell the same on ownership basis, installment basis or loose basis and rental basis and transfer such buildings to co-operative societies, limited companies, bodies corporate or association of persons or individuals as the case may be, to lay out roads and pleasure gardens and recreation grounds to plant, drain or otherwise improve the land or any part thereof and to promote, operate and manage various immoveable properties and other real estate assets, and to develop, acquire and invest, either directly or indirectly, in income producing immoveable properties in India and to also undertake development and maintenance of infrastructure projects in all areas of infrastructure including but not limited to facilities such as road, power, water and industrial infrastructure.
2. To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm or Joint Venture and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership or in Joint Venture as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).
3. To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside the country anywhere in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways, and tramways, docks, harbours, Piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irrigations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
4. To carry any other related business activities or as mutually decided by partners from time to time.



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7. Capital Contributions:

S. No.	Name of the Partner	Mode of Contribution	Capital Contribution (in Rs.)
1	RAKESH MAHAJAN	Cash/Cheque	46,430
2.	ANUJ AGARWAL	Cash/Cheque	25,010
3.	SATISH SHARMA	Cash/Cheque	14,280
4.	NEERAJ SHARMA	Cash/Cheque	14,280
TOTAL			10,000 /-

- (II) The total contribution of the partners in the LLP shall be **Rs. 100,000 (Rupees One Lakh only)** which shall be contributed by the partners in the above proportions.

Any further Contribution, if required by the LLP shall be brought in by the partners in their existing capital contribution ratio or any ratio as agreed and decided by all the Partners.

1. Net profit/loss or Distribution of profits:

The net profits of the LLP arrived at after providing for payment of remuneration to the working partners or designated Partners and interest to partners on the amount of loan given by them shall be divided by the partners in the following ratio:

S. No.	Name of the Partners	Profit/Loss Percentage
1.	RAKESH MAHAJAN	46.43
2.	ANUJ AGARWAL	25.01
3.	SATISH SHARMA	14.28
4.	NEERAJ SHARMA	14.28
	TOTAL	100.00

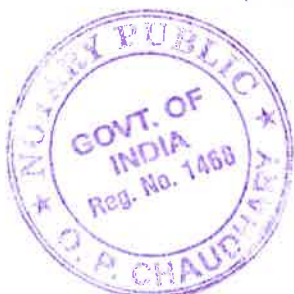
The losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in their profit sharing ratio.

Rakesh

An Agarwal

Satish

Neeraj





2. Designated Partners:

1) Designated partners on Incorporation of the LLP:

S. No.	Name of the Partners	DIN
1.	RAKESH MAHAJAN	01159415
2.	ANUJ AGARWAL	00044219
3.	SATISH SHARMA	01259567
4.	NEERAJ SHARMA	00797424

II) Acts, things required to be done by a designated partner in respect of the compliance of the provision of the LLP Act:

1. Every partner to obtain a DIN (Director Identification Number).
2. Designated Partners to give at least 30 days prior notice before resigning from the LLP.
3. Prior consent of the designated partners is obligatory before becoming a designated partner.
4. Every partner shall cease to be a partner in accordance with the LLP agreement and not otherwise.
5. Resigning Partners to file notice of registration with the Registrar if he/she has reason to believe that LLP would not file the same with Registrar.
6. Every partner & designated partner shall give information as asked by the Registrar.

8. Partners Power & Duties:

(i) Power, Duties and Authority of each partner

(a) Powers of partners:

Unless otherwise decide, all the Partners hereto shall have the following powers

1. The rights, title and interest in all the assets and properties in the said LLP shall be apportioned in the proportion of their Contribution to the capital of the LLP.
2. Shall have access to and rights to inspect and copy Account books of the LLP, unless it is proved detrimental to the functioning of the LLP.
3. Engage or dismiss employees of the LLP.



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4. Each of the partners hereto shall be entitled to carry on their own, separate and independent business as hitherto he/she might be doing or he/she may hereafter do as they deem fit and proper and other Partner and the LLP shall have no objection.
5. If any Partner shall advance any sum of money to LLP over and above his/she due contribution to Capital, the same shall be a debt due from the LLP to the Partner advancing the same and shall carry simple interest at the rate 18 (Eighteen) % p.a. or any other rate as may be decided by the partners.
6. LLP shall have perpetual secession, so, death, retirement or insolvency of any partner shall not dissolve the LLP.
7. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the LLP. However, upon insolvency of a partner his rights, title and interest in the LLP shall come to end. Upon the death of any of the partners herein any one of his heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partner shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
8. On the death of any partner, if his/her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

(b) Duties of partners:

Unless otherwise decided, all the partners hereto shall have the following duties:

1. Each partner shall be just and faithful to the other partners in all transaction relating to the LLP.
2. Each partner shall render true accounts and full information of all things affecting the LLP to partner.
3. Every partner shall be accountable to the LLP for any benefit derived by him without the knowledge of the LLP of any transaction concerning the LLP, or for any use by him/her of the property, name of any business connection of the LLP.
4. Punctually pay and discharge the separate debts and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claim and demands in respect thereof.
5. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business and they all shall be the working partners.



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6. Designated partner responsible for doing all the acts required to be in accordance with the provision of the Limited Liability Partnership Act 2008.

(c) Authority of Partner:

1. A partner may lend money and transact other business with LLP and has the same rights and obligations with respect to loan or other transaction as person who is not a partner.

(d) Restriction on Partners authority;

Unless otherwise decided, no partner shall;

1. Without the written consent of the other Partner, transfer or assign his interest or capital contribution in the LLP to any third party other than the existing Partners.
2. Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and on account of or for the benefit of the LLP.
3. Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
4. Assign, mortgage or charge his share in the LLP or any asset or property thereof or make any other person a partner therein, with the consent of all existing Partners.
5. Lend money or give credit on behalf of the LLP or to have any dealing with any person, company or firm whom the other partner/s or the LLP previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
6. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by all the other partners.
7. 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.

(ii) Mutual Rights & Duties of Partners:

1. Mutual rights and duties of the partners shall be governed by the LLP agreement.
2. Changes in the LLP agreement from time to time, if any must be with the registrar of LLP.
3. Agreement in writing made before incorporation of LLP may be binding, if ratified by all the partners after incorporation.
4. Person may cease to be partner in accordance with the LLP agreement, and he/she shall give 30 days prior notice to the LLP.
5. Retiring partner shall not have any rights to interfere in future working of the LLP provided retiring partner's financial account is settled.
6. Partner shall intimate to the LLP any change in his name, address or other details.
7. All Partners will be agents of LLP but not that of other Partners.
8. LLP or other Partners have no liability if a partner does anything.

- a. For which he has no authority.



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- b. The person who is dealing with the partner knows or has reason to believe that the partner has no authority.
9. LLP shall not be liable to any person, if partner does something which is wrongful by exceeding his/her authority and the said partner shall be personally liable.
10. Obligation of LLP arising out of contract or otherwise shall solely be that of LLP and not that of partners.
11. No partner shall be liable directly or indirectly for any wrongful act, deed or omission done by other partner.

9. Management & Administration:

(i) Acts, matters or things to be done with the requisite number or percentage of Partners:

The LLP, May in addition to the registered office address, declare any other address as its address for service of documents, under sub section (2) of section 13.

(ii) Manner of obtaining consent:

By resolution passed in the meeting of the Partners and signed by all the partners.

(iii) Procedure for calling, holding and conducting meetings:

1. The meeting of partners may be called by giving 2 days notice. In case if any urgent meeting is called the notice requirement is to be ratified by all the partners.
2. The meeting of the partners may be called by sending 2 days prior notice to all the partners at their residential address or by email or by fax or in case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be ratified by all the partners subsequently.
3. The matter discussed in the LLP meeting shall be decided by resolution passed by all the partners and for this purpose, each partner shall have voting rights equal to his its capital contribution ratio.
4. The meeting or partners shall ordinarily be hold at the registered office of the LLP or at any other place as per the convenience of all the partners.
5. Subject to and so far as its is permitted by the law, any meeting of the partners can be held by participation of the partners through tele-conferencing, video conferencing where the partners are of different places, provided that each partner who participate is liable:
 - a. To hear each of the other participating partners or members addressing the meeting; and
 - b. If he/she so wishes, to address all the other members or partners simultaneously, whether directly, by conference telephone, videophone or by any other form of communication equipment (whether in use when this agreement is executed subsequently) or by a combination of those methods.



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c. A meeting held in this way shall be deemed to be taken place where the largest group of participating members or partners is assembled or, if no such group is readily identifiable at the place from where the Chairman of the meeting participates.

6. The LLP may as and when required decide to record the decisions taken at the meeting or the partners and maintain a minute's book which may be kept at the registered office of the LLP or at any other place as may be decided by the partners from time to time.

10. Common Seal

1. The LLP may have a common seal to be affixed on documents defined by all the Partners under the signature of any one of the Partners.

11. Details of Indemnity:

1. The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal arising out of or resulting from their respective performances as partners and officers or officer seeking the gross negligence or willful misconduct or the partner or officer seeking indemnification.
2. The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him.
3. Every Partner shall indemnify the LLP and the other existing partners of the any loss caused to the LLP for act or acts of designated partners which is fraudulent and with malafide intention.

12. Rights & Obligations of Partners on Admission, Retirement, Cessation, Expulsion & Resignation of Partners:

A. Admission of Partner:

1. New Partner shall not be introduced without the consent of both the partners
2. The contribution of the partner may be tangible, intangible, moveable or immovable property and the incoming Partner shall bring minimum capital contribution of cash or in kind for value.

B. Retirement, Cessation, Expulsion & Resignation of Partners:

1. Any partner desires to retire from the said LLP, he shall give at least one calendar month prior notice in writing to this effect to the other partner(s) and upon the expiry of the said period of one month the party hereto, who is willing to retire, shall cease to be a Partner of the said partnership business and his Profit and loss of the said Partnership Business shall be ascertained and paid to the retiring partner within the three months including Profit amount, Capital amount and Loan amount if any from the date of expiry of the said one month. If any amount becomes payable by the retiring Partner to the LLP then the retiring Partner must



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have to pay the said payable amount including Loss, Overdrawn amount must be paid to the LLP within the said period of three month.

2. Partner may cease to be Partner of LLP by giving a notice in writing of not less than 30 days to the other Partners of his/her intention to resign as Partner. However the length of time period for giving such notice may also is reduced below 30 days provided the same is accepted by all the remaining Partners.
3. The LLP can be wound up with the consent of all the Partners and subject to the provisions of Limited Liability Partnership Act, 2008.
4. Cessation in itself does not discharge the partner from obligation to LLP or any other partner or partners or other person or persons which is incurred while being a partner.
5. When the partner ceases to be a partner, contrary to the LLP Agreement, the ceasing or outgoing partner or any other person entitled on his/her behalf to his or her share in consequences of the death or insolvency of ceasing or outgoing partner shall be entitled to an amount equal to his/her capital contribution (+) percentage of pro-rata share in the accumulated profit & assets (-) percentage of pro-rata share in the accumulated losses & liabilities.
6. No majority of Partners can expel any Partner except in the situation where any Partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.
7. A partner can be expelled from LLP by passing resolution at the meeting of partners as per aforesaid provisions.
8. The partner proposed to be expelled shall be provided reasonable opportunity to state his case, if he so desires.
9. If a partner is being expelled for reasons of fraud or misappropriation or criminal negligence, he shall not be entitled to any retirement benefit, if specific resolution to that effect is passed in meeting of partners.

13. Resolution of disputes:

All disputes between the partners or between the partner and the LLP arising out of the LLP agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provision of the Arbitration and Conciliation Act, 1996 (26 of 1996) for the time being in force or any other statutory modification or re-enactment thereof.

14. Duration of LLP



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LLP shall have perpetual succession, so, death, retirement or insolvency of any partner shall not dissolve the LLP.

15. Voluntary Winding UP

Voluntary winding up of the LLP shall be as per the provision of the LLP Act, 2008 and the Rules for the time being in force or any other statutory modification or re-enactment thereof.

16. Important Provision

1. Change in registered office address:

The LLP may change its registered office from one place to another by following the procedure as laid down in the LLP act, 2008 and/or rules for the time being in force or any other statutory modification or re-enactment thereof.

2. Additional address for service of documents:

The LLP, may, in addition to the registered office address, declare any other address as its address for service of documents, under sub-section 2 of section 13.

3. Change in the name of the LLP:

The Limited Liability Partnership may change its name by following the procedure as laid down in the LLP Act, 2008 and the rules for the time being in force or any other statutory modification or re-enactment thereof.

4. Removal of the Auditor:

The partners of a LLP may remove an Auditor, if any from the office of auditorship at any time by following the procedure as laid down in the LLP Act, 2008 and the rules for the time being in force or any other statutory modification or re-enactment thereof.

17. Miscellaneous Provisions

1. Remuneration to partners

- a. It is agreed by an in between the partners that all the working partners will be entitled to remuneration as per the provision of the section 40(b) of the Income Tax Act, 1961 and amendments made thereto. And accordingly all the partners, unless otherwise specifically decided by the partners.
- b. The remuneration payable shall be credited to their respective accounts on ascertainment of Book Profits.

2. Bank Account:

The partners shall open Bank Accounts in the name of LLP and the account so opened shall be operated by the partners as may be decided by them from time to time.

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All funds of the LLP shall be deposited in its name in such current account or accounts with bank and financial institutions as mutually decided by the Designated Partners and the said bank account(s) shall be operated by the designated partners jointly or severally as mutually decided by the designated partners or by any other person authorized by designated partners. All accruals to the LLP shall be received in the name of the LLP and shall be deposited in the said account of the LLP.

3. Accounting Year:

The Accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent Year. The first accounting year shall be from the date of commencement of this LLP till 31st March of the subsequent year.

4. Immovable properties.

That the immovable properties purchased by the LLP shall bear clear, marketable and free from all encumbrances' title to the property.

In witness whereof, this agreement has been executed by the parties hereto the day month and year first hereinafter mentioned

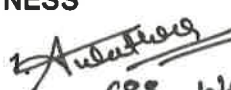

Rakesh Mahajan
(Designated Partner)
Partner)

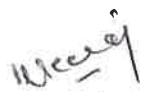

Anuj Agarwal
(Designated Partner)


Satish Sharma
(Designated Partner)


Neeraj Sharma
(Designated Partner)

WITNESS

1.  Anu Luthra
688, West Cusco Angad nagar
Gurmi Nagar, Delhi - 110092

3.  Neeraj Verma
1040, Gali Anand
Hali Nara, Chaudhary Chowk
Delhi - 110006

2.  Soni Chauhan
G11-1704, Nirala Greenshire
G103 Sec-02 Greater Noida West
Greater Noida

4.  Pulkat Goyal
Ward No-13 Near Hanuman
Mandir Dushy G2B-201001



ATTESTED

Notary  Delhi

17 FEB 2021