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SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT of Albino Constructions LLP is made on this 01st day of January 2023 by and between:

Kartikay Kumar Singh
 Advocate
 NOTARY
 Lucknow (U.P.) India
 Date: 01/01/2023
 State Bar Court
 1. The authenticity of this Stamp Certificate should be verified at www.ghareverbhar.com or using a Stamp Verify App or Seal Matching.
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Albino Constructions LLP



GOVT. SUP. L.P. SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT of Albino Constructions LLP is made on this 01st day of January 2023 by and between:

Ashutosh Gupta
Kartikay Kumar Singh
Advocate
NOTARY
Lucknow (U.P.) India
Date....21/1/2023

Albino Constructions LLP

____ ____
Bharat

1. Ashutosh Khare S/o Late Prem Dayal Khare, residing at G-05 Tower C, Shalimar Grand 10, Jopling Road Lucknow Uttar Pradesh 226001 hereinafter referred to as First party.
2. Jay Ram Jalan S/o Kaushala Nandan Jalan, residing at 4/48, Gomti Nagar Extension, Behind Shipra Apartments, Sector-4, Vibhuti Khand, Gomtinagar Lucknow 226010 hereinafter referred to as Second party.
3. Sageer Akhtar S/o Mohd Ibrahim Chaudhary residing at 321, Itiyathok Colonelganj, Gonda, Uttar Pradesh-27122 hereinafter referred to as retiring partner.
4. Paramjeet Singh S/o Sardar Joginder Singh residing at 1806, Avas Vikas Colony Bargawan Gonda 271002, Uttar Pradesh hereinafter referred to as retiring partner.
5. Dharmendra Singh S/o Tejvir Singh residing at Flat no 403, Shri Ram Apartment, New Berry Road, Dalibagh, Lucknow 226001, Uttar Pradesh hereinafter referred to as retiring partner.

Mr Ashutosh Khare and Mr Jay Ram Jalan collectively hereinafter referred as the "Continuing Partners" on the One Part and Mr Sageer Akhtar, Mr Paramjeet Singh and Mr Dharmendra Singh hereinafter referred to as the "the Retiring Partners" on the other Part.

Whereas the parties mentioned hereto have been carrying on the business in Limited Liability Partnership (herein referred as LLP) in the name Albino Constructions LLP (Registration No. AAK-8575) under the Limited Liability Partnership agreement date 09th November 2017 and supplementary 01st February 2019 and 01st April 2019.

And whereas the Retiring Partners has given notice to the continuing Partners and LLP of their desire to retire from the said LLP from the 01st day of January 2023

for
by
Dharmendra
Ashutosh Jalan

Kartikay Kumar Singh
Advocate
NOTARY
Lucknow (U.P) India
Date..... 21/1/2023

Albino Constructions LLP

And whereas accordingly, accounts have been made up to the date of reconstitution and amount payable to retiring partners as on date shall be converted to their respective Loan account and same shall be payable as mutually agreed between all partners.

Now therefore it is agreed between the parties hereto as follows:

1. The Retiring Partners hereby retire and shall be deemed to have retired from the Albino Constructions LLP as from the 01st day of January 2023.
2. As from the said date the Continuing Partners have been and will be entitled to continue to carry on the said business as limited liability partnership as may be agreed upon between them.
3. It is declared that except as hereinafter provided the Retiring Partners hereby releases all their share, right, title and interest in the business of the Albino Constructions LLP, its assets including goodwill, all licenses and permits held by the Albino Constructions LLP, its outstanding dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone.
4. The Retiring Partners confirms that as a result of accounts being taken amount payable to them in lieu of their share, right, title and interest in the Albino Constructions LLP business including its assets and goodwill and he has no other claim against the Continuing Partners in respect of the Albino Constructions LLP.


The Retiring Partners agrees and undertakes to execute any document as may be required to give complete effect to his retirement from the Albino Constructions LLP.

5. The retirement of the Retiring Partners shall be notified to the Registrar and the Retiring Partner agrees to sign application etc., required for this purpose.

6. The income tax payable by the Albino Constructions LLP will be paid by the LLP and the Retiring Partner will pay the income tax on his income and other moneys received from the LLP as per the Income Tax Act.

Whereas the continuing designated partners have decided that Albino Constructions LLP shall now have Registered Office at G-05 Tower C, Shalimar Grand 10, Jopling Road Lucknow Uttar Pradesh 226001




Kartikay Kumar Singh
Advocate
NOTARY
LUCKNOW (U.P.) INDIA
MATERIAL NO. 2112023

Albino Constructions LLP

DEFINITIONS: In this agreement unless the context otherwise requires:-

"Accounting year" means the financial year as defined in the Limited Liability Partnership Act, 2008.

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

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

"Designated 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 right, duties and obligations of the partner in relation to each other and in relation to LLP.

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

That the continuing Designated Partners shall continue over the business as a Limited Liability Partnership (LLP) registered under the provisions of Limited Liability Partnership Act, 2008 (LLP Act) with a view to share the profits/losses on the following terms

1. **Name:** Limited Liability Partnership shall be carried on in the name and style of M/s. Albino Constructions LLP and hereinafter called as Albino Constructions LLP.

2. **Business:** The business of LLP shall be:

1. To carry on the business of Real Estate activities such as 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 and to develop and construct thereon residential/commercial complex(es) either singly or jointly or in partnership as aforesaid, comprising flats/ offices/ Shops / Commercial Space / Multiplex for sale or self use or for earning rental income thereon by letting out individual units/spaces comprised in such building(s).

Shivam

Ram

Dharmendra

Ashutosh Goyal

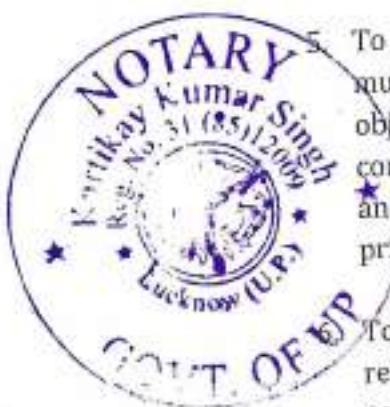
Kartik V. Patel, Advocate

NOTARY

*Lucknow, UP, India
Date: 21/01/2023*

Albino Constructions LLP

2. To purchase for resale and to trade in land and house / Shops / Commercial Space / Multiplex and other immovable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.
3. To establish and maintain agencies, branches, places and local register to procure registration or recognition of the LLP and to carry on business in any part of the world and to take such steps as may be necessary to give the LLP such rights and privileges in any part of the world as are possessed by local companies or partnership or LLP's or as may thought desirable.
4. To enter into arrangement for rendering and obtaining technical services and/or technical collaboration and/or financial collaboration whether by way of loans, venture capital, or capital participation with individuals, firms or body corporate or LLP, whether in or outside India.



To enter into arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the LLP's main objects and to obtain from any such government or authority all rights, concessions and privileges which the LLP may think it desirable to obtain and to carry out exercise and comply with any such arrangement, rights, privileges and concessions.

To acquire and under take on any terms all or any part of the business relating to the main object, rights and liabilities of any person, firm or company or LLP carrying on any business, which is for the benefit of the LLP to carry on or suitable for the purpose of the company.

3. **Place of Office:** The LLP business shall be carried on at the under mentioned address, which shall also be its registered office: G-05 Tower C, Shalimar Grand 10, Jopling Road Lucknow Uttar Pradesh 226001 The business shall also be carried from such other places as may be mutually decided by the partners from time to time.

*For
Dhammendra*

Ashokanagar Gal.
Kartikay Kumar Singh
Date: 21/11/2023

Albino Constructions LLP

- Duration:** The LLP business shall continue to operate in accordance with the provisions of LLP Act, 2008 and rules framed there under, until termination of this agreement with the mutual consent of all the partners.
- Contribution:** The initial Contribution of the LLP was Rs 1,00,000 (Rupee One Lakh only) which shall now be recontributed by the continuing partners in the following proportions.

First Party	:	50 % i.e. Rs 50,000/- (Rupees Fifty Thousand only)
Second Party	:	50 % i.e. Rs 50,000/- (Rupees Fifty Thousand only)

The further Contribution if any required by the LLP shall be brought by the partners in their profit sharing ratio.

- Number of 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.

Sleeping Partners: All the partners other than those appointed as the designated partners of the LLP shall be sleeping partners, and they shall not interfere with the day to day conduct of business of the LLP.

Immovable Properties: The immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.

- 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.

- Remuneration to Partners:** Designated partners shall be entitled to remuneration as mutually agreed by them.

By *for*
Dharmendra

Albino Constructions LLP
9112023

11. **Drawings:** Each partner may draw out of the partnership funds as drawings from the credit balance of his income account. Such drawls shall be duly accounted for in the yearly settlement of accounts and divisions of profits of the partnership at the end of each financial year.
12. **Interest on Capital or Loan:** No interest on Capital or Loan shall be given to the partners.
13. **Business transaction of partner with LLP:** A partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.
14. **Profits:** The net profits of the LLP shall be divided in the following proportions:

First Party	:	50 %
Second Party	:	50%

15. **Losses:** The losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

First Party	:	50 %
Second Party	:	50%

Bankers: The bankers of the LLP shall be such bank or banks as the partners may from time to time unanimously agree upon.

Accounting year: The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year.

18. **Place of keeping books of accounts:** The books of accounts of the firm shall be kept at the registered office of the LLP.

Ashutosh

Gala

Sur

from
Dharmendra

~~Kartik Rupani~~
21/2/23

19. **Division of Annual profits of LLP:** As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any of the LLP business, shall be divided between the partners in the proportion specified in and in accordance with the provisions of this Agreement. The assets or stock of LLP can be transferred to partners.

20. **Arbitration:** In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Deed or the respective rights and liabilities of the parties hereto, or their enforcement there under, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration proceedings shall be conducted at Lucknow in English language.

21. **Auditors:** The Auditors of the LLP shall be mutually decided among the designated partners.

22. **Severability:** This deed constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this deed cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this deed. The invalidity or unenforceability of any terms or provisions of this deed shall not affect the validity or enforceability of the remaining terms and provisions of this deed, which shall remain in full force and effect.

Admission of New Partner

23. The new partner may be introduced with the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.

24. The Contribution of the partner may be tangible, intangible, Moveable or immovable property and that may such amount as agreed between existing partners.

[Signature] *[Signature]*
Dharmendra

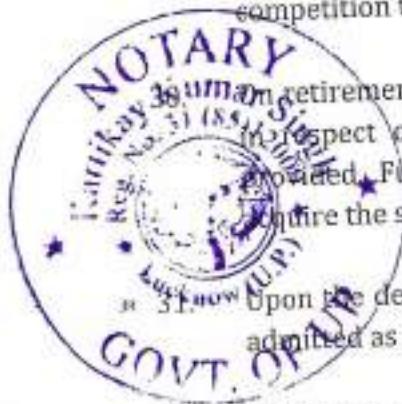
As per discussion held
Kartikay Kumar Singh
Advocate
NOTARY
Lucknow (U.P.) India
Date: 1/12/2023

Albino Constructions LLP

25. Person whose business interests are in conflict to that of the firm shall not be admitted as the Partner.
26. The Profit sharing ratio of the incoming partner will be in proportion as agreed between existing partners.

Rights of Partner

27. All the partners hereto shall have the rights, title and interest in all the assets and properties in the firm in the proportion of their Contribution.
28. Every partner has a right to have access to and to inspect the books of accounts of the LLP.
29. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business. Provided the business is not in competition to the existing business being carried on by the LLP.



30. 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 partnership as herein provided. Further the continuing partner(s) shall have pre emptive right to acquire the share of retiring partner.
31. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner.
32. On the death of any partner, if his or her heir legal heirs opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the firm.

Duties of Partners

33. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.

Shivam *Ram*
Dr. Ramanand

Asst. Manager Gold
Kartikay Kumar Singh
Advocate
NOTARY
Lucknow (U.P.) India
Date..... 21/9/2023

Albino Constructions LLP

34. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.

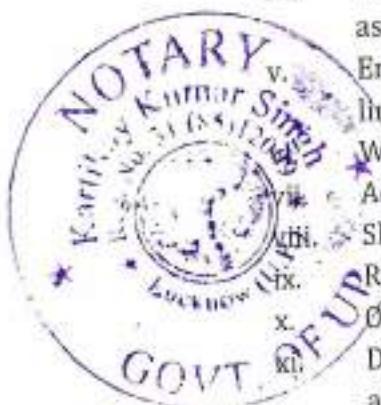
35. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership.

36. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.

37. In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he can transfer the same with the consent of all the Partners.

38. No Partner shall without the written consent of other Partners :-

- Engage or except for gross misconduct, dismiss any employee of the partnership
- Commit to buy any immovable property for the LLP
- Submit a dispute relating to business of LLP business to arbitration.
- Assign, mortgage or charge his or her share in the partnership or any asset or property thereof or make any other person a partner therein.
- Engage directly or indirectly in any business competing with that of the limited liability partnership.
- Withdraw a suit filed on behalf of LLP.
- Admit liability in a suit or proceedings against LLP.
- Share business secrets of the LLP with outsiders.
- Remit in whole or part debt due to LLP.
- Open a banking account on behalf of LLP in his name.
- Draw and sign any cheque on behalf of LLP unauthorised on its banking account.
- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business.
- Draw or accept or endorse unauthorisedly any bill of exchange or promissory note on LLP's account.
- Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business.



sun *Praveen* *Dharmanand*

A. Muller and Co.
 Kartikay Kumar Singh
 Advocate
 NOTARY
 LUCKNOW (U.P.) India
 9112823

Albino Constructions LLP

- xv. Do any act or omission rendering the LLP liable to be wound up by the Tribunal.
- xvi. Derive any profits from any transactions of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP.

Duties of Designated Partner

39. Devote their whole time and attention to the said partnership business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the partnership.
40. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008
41. Protect the property and assets of the LLP.
42. Upon every reasonable request, inform the other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.
43. Punctually pay their separate debts to the LLP.
44. The Designated Partners shall be responsible for the doing of all such other acts arising out of this agreement.

Cessation of Existing Partners

45. Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of his intention to resign as partner.
46. Majority of Partners can expel any partner in the situation where the partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose or has been found to engage in a business which competes with the business of LLP.

[Signature] *[Signature]*
Dhamne

[Signature] *[Signature]*
Kartik R. Dhamne
Advocate
NOTARY
Lucknow (U.P.)
Date: 9/1/2023

Albino Constructions LLP

Meetings of the Designated Partners

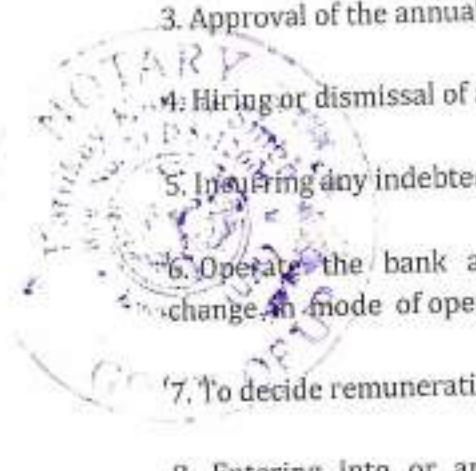
The meetings of Designated Partners shall be conducted at such intervals as may be required for the smooth business operations of the LLP.

The quorum for Designated Partners' meeting will be presence of at least 2 (two) Designated Partners, whether present physically or through audio visual means.

The meeting of Designated Partners may be called by any of the Designated Partners by giving a prior notice.

The matters listed herein will be decided by a resolution passed at a Designated Partners' meeting by a majority of Designated Partners;

1. Shifting of registered office from one place to another place;
2. Appointment change and/or removal of the auditors, legal advisors, technical consultants and other key service providers and defining their powers and duties. The Partners may appoint an auditor or auditors where the Designated Partners have failed to appoint;
3. Approval of the annual statement of accounts for adoption;
4. Hiring or dismissal of any key employee of the LLP, except for gross misconduct;
5. Incurring any indebtedness or taking of loan in the ordinary course; or
6. Operate the bank account of the LLP in the ordinary course, including any change in mode of operation of the Bank account.
7. To decide remuneration payable to any Designated Partner;
8. Entering into or any amendment, termination, variation or assignment of any material agreement or arrangement outside ordinary course of business or otherwise not on arm's length basis with a related party;


Kartikay Kumar Singh
Advocate
NOTARY
Lucknow, U.P., India
2023

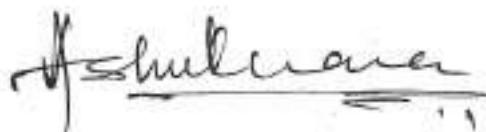
Albino Constructions LLP

sun *from*
Dharmendra

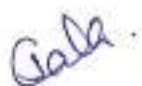
9. Any other matter not specifically mentioned in the LLP agreement.

The notice of the meeting will be sent to the Designated Partners via email or by post at their residential address or the meeting may also be called by telephonic or video conversation. Designated Partners will ensure that decisions taken at all meetings will be recorded in the minutes within 30 (thirty) days of taking such decisions

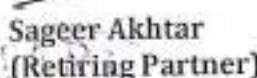
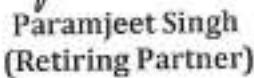
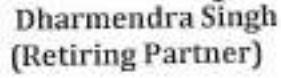
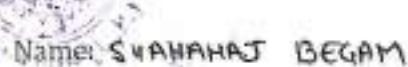
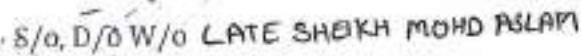
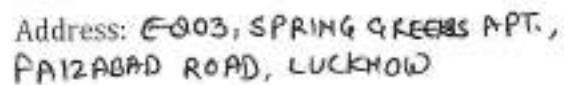
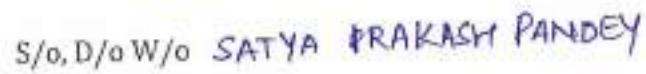
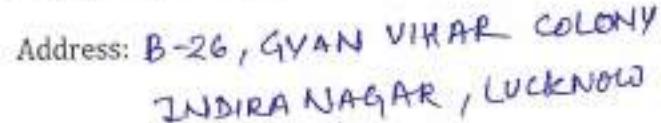
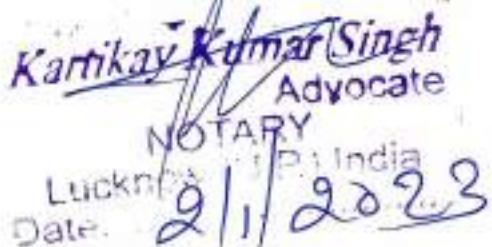
IN WITNESS WHEREOF THIS DEED IS SIGNED BY THE PARTIES HERETO THE DAY,
MONTH AND YEAR FIRST ABOVE WRITTEN.



Ashutosh Khare
(Party of the First Part)



Jay Ram Jalan
(Party of the Second Part)


Sageer Akhtar
(Retiring Partner)
Paramjeet Singh
(Retiring Partner)
Dharmendra Singh
(Retiring Partner)
Witness 1
Name: SHAHABAD BEGAM
S/o, D/o W/o LATE SHEKH MOHD ASLAM
Address: E-003, SPRING GREENS APT.,
FAIZABAD ROAD, LUCKNOW
Witness 2
Name ANKITA MISHRA
S/o, D/o W/o SATYA PRAKASH PANDEY
Address: B-26, GYAN VIKAR COLONY
INDIRA NAGAR, LUCKNOW
Signature:
Signature:
Kartikay Kumar Singh
Advocate
NOTARY
P. India
Date: 21/1/2023
Lucknow
Albino Constructions LLP

SCHEDULE 1

List of Partners of Albino Constructions LLP

S.No.	Name of Partners	Amount of capital Contribution	Profit & Loss %	Signature
1.	Ashutosh Khare Designated Partner DPIN: 01222787 S/o Prem Dayal Khare R/o G-05 Tower C, Shalimar Grand 10, Jopling Road Lucknow Uttar Pradesh 226001 Business	50,000	50%	
2.	Jay Ram Jalan Designated Partner DPIN: 01221324 S/o Kaushala Nandan Jalan R/o 4/48, Gomti Nagar Extension, Behind Shipra Apartments, Sector-4, Vibhuti Khand, Gomti Nagar Lucknow 226010 UP Business	50,000	50%	
	Total	1,00,000	100 %	100 %

Kartikay Kumar Singh
Advocate
NRIARY
Lucknow, India
Date: 2/1/2023

*Know and identify the documents
per T.I. before*

Albino Constructions LLP



AB 362764

SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT is made on this 01st day of April, 2019 by and between

1. Sageer Akhtar son of Mohd Ibrahim Chaudhary residing at 321, Itiyathok, Colonelganj, Gonda, Uttar Pradesh-27122 hereinafter referred to as first party.
2. Paramjeet Singh son of Sardar Jogindar Singh residing at 1806, Awas Vikas Colony Bargawan Gonda 271002, Uttar Pradesh-271002 hereinafter referred to as second party.
3. Dharmendra Singh son of Mr. Tejvir Singh residing at Flat No. 403, Shri Ram Apartment New Berry Road, Dalibagh Lucknow 226001 hereinafter referred to as Third party.

19 MAR 2019

Paramjeet Singh *Dharmendra Singh* *Ashu Khan*

Execution admitted
before me.

MOORUL HASNAIN KHAN

Advocate & Notary

Civil Court, Lucknow

Registration No 3737/06

26

11/4/19

संस्कृत विद्यालय की तिथि

संस्कृत विद्यालय की तिथि

संस्कृत विद्यालय की तिथि

दिन

संस्कृत विद्यालय की तिथि

21 अप्रैल 1972 शत्रुघ्नी विद्यालय

✓

भैक्षणि तिथि

सालहीनी दिवाली-१९७२

संस्कृत विद्यालय की तिथि

सालहीनी दिवाली-१९७२

21/4/19





N. उत्तर प्रदेश UTTAR PRADESH
Civil Court Lucknow (U.P.)
Regn. No. 3737/06

ET 509592

4. Ashutosh Khare Son of Late Prem Dayal Khare, residing at G-05 Tower C, Shalimar Grand 10, Jopling Road Lucknow Uttar Pradesh 226001 hereinafter referred to as Fourth party. (hereinafter referred to as the New Designated partner),
5. Jay Ram Jalan son of Kaushala Nandan Jalan, residing at 4/48, Gomti Nagar Extension, Behind Shipra Apartments, Sector-4, Vibhuti Khand, Gomtinagar Lucknow 226010 hereinafter referred to as Fifth party. (hereinafter referred to as the New Designated partner),

WHEREAS the parties on First, Second and Third part were carrying out the business in Real Estate Activities. The Clause 1 and 2 of the main objects of LLP are hereby modified as:

1. To carry on the business of Real Estate activities such as 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 and to develop and construct thereon residential/commercial complex(es) either singly or jointly or in partnership as aforesaid, comprising flats/ offices/ Shops / Commercial Space / Multiplex for sale or self use or for earning rental income thereon by letting out individual units/spaces comprised in such building(s).

Execution admitted
before me. John H.

NOORUL HASNAIN KHAN
Advocate & Notary
Civil Court, Lucknow
Registration No 373706

Gal.

संख्या ५०७

संस्कृत विद्यालय की दस्तिः

संस्कृत विद्यालय की दस्तिः

संस्कृत विद्यालय की दस्तिः

दस्तिः

संस्कृत की दस्तिः

११-१०

१०२ विद्यालय संस्कृत विद्यालय

C

१०२ विद्यालय

लालूपाल दरबार-१३५

संस्कृत विद्यालय संस्कृत विद्यालय

लालूपाल दरबार-१३५

भारतीय ग्रंथालय

एक सौ रुपये

Rs. 100

₹. 100

ONE
HUNDRED RUPEES

सर्वाधिक विश्वास

भारत INDIA
INDIA NON JUDICIAL

ET 509593



उत्तर प्रदेश UTTAR PRADESH

2. To purchase for resale and to trade in land and house / Shops / Commercial Space / Multiplex and other immovable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.
3. To establish and maintain agencies, branches, places and local register to procure registration or recognition of the LLP and to carry on business in any part of the world and to take such steps as may be necessary to give the LLP such rights and privileges in any part of the world as are possessed by local companies or partnership or LLP's or as may be thought desirable.
4. To enter into arrangement for rendering and obtaining technical services and/or technical collaboration and/or financial collaboration whether by way of loans, venture capital, or capital participation with individuals, firms or body corporate or LLP, whether in or outside India.
5. To enter into arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the LLP's main objects and to obtain from any such government or authority all rights, concessions and privileges which the LLP may think it desirable to obtain and to carry out exercise and comply with any such arrangement, rights, privileges and concessions.

Execution admitted
before me.

NOORUL HASNAIN KHAN
Advocate & Notary
Civil Court, Lucknow
Registration No. 3737/06

From: Dharmendra Ashok Kumar

मुख शास्त्र

स्त्रीय विकाय दो लिखि

स्त्रीय शाय लाली दो लिखि

स्त्रीय लोला दो लिखि

दोलि

स्त्रीय दो लिखि

28

1/6/19

स्त्रीय विकाय लिखि

C

W.P

वाराणसी देवी

स्त्रीय विकाय लिखि

स्त्रीय लिखि

भारतीय गैर न्यायिक

पचास
रुपये
₹.50

भारत

FIFTY
RUPEES
Rs.50

INDIA

INDIA NON JUDICIAL



BU 003860

6. To acquire and undertake on any terms all or any part of the business relating to the main object, rights and liabilities of any person, firm or company or LLP carrying on any business, which is for the benefit of the LLP to carry on or suitable for the purpose of the company.

In name and style of M/s **ALBINO CONSTRUCTIONS LLP** upon the terms and conditions contained in the Limited Liability Partnership Agreement dated 9th November 2017 and Supplementary Limited Liability Partnership Agreement dated 01st February 2019;

AND WHEREAS the said entity **ALBINO CONSTRUCTIONS LLP** (hereinafter called as LLP), registered on 13th day of October 2017 with LLPIN: AAK-8575 with Registrar of Companies, Kanpur.

(Clause that original LLP agreement is still valid and all the terms & conditions are binding and effective)

Whereas the LLP shall now have Registered Office at Flat No. 403, Shriram Apartments, 23 New Berry Road, Dalibagh, Lucknow-226001.

AND WHEREAS, the parties on Fourth and Fifth part Mr Ashutosh Khare and Mr. Jay Ram Jalan, vide their consent letter dated 25th March 2019 has expressed their will to associate with the LLP as a Designated Partner. (Hereinafter referred as Incoming Partner/Designated partner)

Parveen Dharmendra Ashutosh Khan (Sd.)

Execution admitted
before me.

NOORUL HASNAIN KHAN

Advocate & Notary

Civil Court, Lucknow

१००-१०२०

स्थान विभाग द्वारा हिन्दी

स्थान लगातार लगाया जाएगा

स्थान लगातार का नाम बदला जाएगा

द्वारा

स्थान की घटना

१००-१०२०

स्थान लगातार लगाया जाएगा





पक्ष विभाग

लाइसेन्स नं १००-१०२०

प्रमाणित द्वारा ३१-३-२०२३

प्रमाणित द्वारा ३१-३-२०२३

प्रमाणित द्वारा ३१-३-२०२३

IT IS NOW HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Mr Ashutosh Khare and Mr. Jay Ram Jalan have been appointed as Designated Partner of LLP w.e.f. 01.04.2019.
2. The new designated partners Mr Ashutosh Khare and Mr. Jay Ram Jalan, will bring the contribution in their profit sharing ratio.
3. The revised Profit Sharing Ratio (PSR) of the Continuing Partners would be as follows :



Sageer Akhtar	5%
Paramjeet Singh	5%
Dharmendra Singh	40%
Ashutosh Khare	25%
Jay Ram Jalan	25%

Except as modified by this agreement, the said Limited Liability partnership deed of date 9th November 2017 and Supplementary Limited Liability Partnership Agreement dated 01st February 2019 shall hereafter be read and construed as if the same had been executed by the Designated Partners and new Designated Partners hereto.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered

Sageer Akhtar

Paramjeet Singh

Dharmendra Singh

Ashutosh Khare

Jay Ram Jalan

In the presence of

Execution admitted
before me:

MOORUL HASNAIN KHAN
Advocate & Notary
Civil Court, Lucknow
Registration No. 3737/06

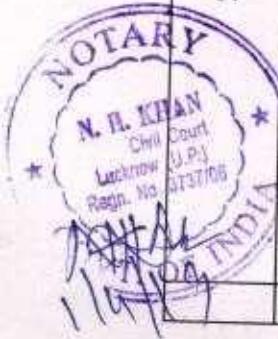
Kusum Tewari
D/o Mr. D. B. Tewari
621, Spring Greens,
Faizabad Road,
Lucknow.

I know & identify the deponent/executive
who has Signed/Put his S. t. before me

Asutosh

SCHEDULE 1
LIST OF PARTNERS SUBSCRIBING THE LLP

S..No.	Name of Partners, Father's Name, Full Address, Occupation	Amount of capital Contribution	Voting Rights	Profit & Loss %
1	Sageer Akhtar Designated Partner DPIN: 07936704 S/o: Mohd. Ibrahim Chaudhary R/o : 321, Itiyathok Colonelganj, Gonda, Uttar Pradesh-271202 Business	5,000	5%	5%
2	Paramjeet Singh Designated Partner DPIN: 05301672 S/o Sardar Jogindra Singh R/o 1806, Awas Vikas Colony Bargawan Gonda 271002 Business	5,000	5%	5%
3.	Dharmendra Singh Designated Partner DPIN: 02256699 S/o Tejvir Singh R/o Flat No. 403, Shri Ram Apartment New Berry Road, Dalibagh Lucknow 226001 Business	40,000	40%	40%
4.	Ashutosh Khare Designated Partner DPIN: 01222787 S/o Prem Dayal Khare R/o G-05 Tower C, Shalimar Grand 10, Jopling Road Lucknow Uttar Pradesh 226001 Business	25,000	25%	25%
5.	Jay Ram Jalan Designated Partner DPIN: 01221324 S/o Kaushala Nandan Jalan R/o 4/48, Gomti Nagar Extension, Behind Shipra Apartments, Sector-4, Vibhuti Khand, Gomti Nagar Lucknow 226010 UP Business	25,000	25%	25%
	Total	1,00,000	100 %	100 %



for me Dharmendra Khare *Call.*

भारतीय गैर-न्यायिक

भारत INDIA

₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AB 919989

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT is made on this 01st day of February, 2019 by and between

1. Sageer Akhtar son of Mohd Ibrahim Chaudhary residing at 321, Itiyathok, Colonclganj, Gonda, Uttar Pradesh-271202 hereinafter referred to as first party and shall be called as Continuing Partner.
2. Paramjeet Singh son of Sardar Jogindra Singh residing at 72, Itiyathok, Gonda, Uttar Pradesh-271002 hereinafter referred to as second party and shall be called as Continuing Partner.
3. Dharmendra Singh son of Late Tejvir Singh residing at Flat No. 403, Shri Ram Apartment, New Berry Road, Dalibagh, Lucknow, Uttar Pradesh-226001 hereinafter referred to as third party and shall be Admitting Partner.

(First party, second party and the third party shall be collectively referred to as the "Parties")

WHEREAS Shri Sageer Akhtar and Shri Paramjeet Singh parties of the first and second part were carrying on the business of Real Estate Activities under the name and style of **ALBINO CONSTRUCTIONS LLP** [LLPIN : AAK-8575] (hereinafter referred as LLP) at at Flat No. B-102, Gold Line Residency, Village-Annaura Faizabad Road, Lucknow-226028 (hereinafter referred to as Registered Office) as

Dharmendra

—

Paramjeet Singh

क्रमांक संख्या..... ८५६९
स्टाम्प विक्रय की तिथि..... ३०/०१/१९
स्टाम्प क्रय करने का प्रधारणा.....
स्टाम्प क्रेता का नाम व पुस्ता पता.....
स्टाम्प की घनराशि..... ३० रुपये..... २०.८०.८०.
मुल्केरा गुप्तार अम्बाल
लाइसेन्स नंबर १२१/००
लाइसेन्स अवधि ३१ मार्च २०२३
सिविल के. उन्नत



उत्तर प्रदेश UTTAR PRADESH

EN 048141

1 JAN 2019

evidenced by the deed of Limited Liability Partnership Agreement dated 9th November, 2017.

WHEREAS for carrying on the business more efficiently, it is proposed by the partners to take into partnership Shri Dharmendra Singh party of the third part into partnership. And as per the Clause 20.1 of the LLP agreement dated 9th December, 2017, Shri Dharmendra Singh, party of the third part has agreed to join in partnership as new partner with effect from 1st February, 2019.

AND WHEREAS All the parties have agreed to execute this supplementary deed and reduce the terms and conditions in writing in order to avoid any doubts, dispute or ambiguities in future hence, started the business in partnership with effect from the execution of the partnership deed.

Now, therefore, this amended deed witnesseth as under :

WHEREAS, as soon as practicable and wherever applicable, following execution of this Agreement, for the LLP the same shall be filed with the Registrar of Companies or competent authority as designated from time to time.

1. Definitions:

1.1 In this Agreement and the Schedules to it the following terms shall have the following meanings unless the context otherwise requires.

Dharmendra

— *[Signature]* —

[Signature]

क्रमांक संख्या..... ९५६९ ३०/०१/१९
स्टाम्प विक्रय की सिथि.....
स्टाम्प व्राय करने का प्रयोजन.....
स्टाम्प व्रेता का नाम व पूरा पता.....
स्टाम्प की धनराशि..... दराए..... २००
१००

मुकेश कुमार अमृताल
लाइसेन्स नम्बर १२१०२
लाइसेन्स अर्थि ३१ मार्च २०२३
सिविल कोड व्यवस्था



उत्तर प्रदेश UTTAR PRADESH

EN 048140

“Act” means the Limited Liability Partnership Act, 2008/2009 and shall include any rules/ regulations/ notifications made there under and shall also include any alterations to the same for the time being in force.

JAN 2019

“Agreement” means this Limited Liability Partnership Agreement, as originally executed and amended, modified or supplemented from time to time.

“Accounting Year” The accounts of the LLP shall be maintained in accordance with Clause 10.

“Auditors” means Bansal Rajeev & Associates, Chartered Accountants, 1st Floor, Tirath Bhawan, 24, Shivaji Marg, Lucknow or such other Auditors, who is entitled to practice as Chartered Accountants in India, which the Partners, may elect from time to time.

“Capital Contributions” means the contributions made by the partners to the LLP pursuant to clause 7 hereof and in the case of all the partners, the aggregate of all such capital contributions.

“Current/Loan Account of Partners” means account for each Partner wherein funds on temporary basis as loan are brought in by partners into LLP and into which profits will be paid and conversely debits made in the case of losses. Furthermore all drawings made by a Partner will be paid from their Current/ Loan Account.

3 | Page

Dharmendra - Anuj

Rajeev

क्रमांक संख्या

९५७०

स्टाम्प विक्रय की तिथि

३१/०१/२१

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनरक्षण

दूरा

नवीनी

नाम संग्रहीत करने का दिन

मुकेश कुमार अग्रवाल

लाइसेन्स नम्बर 121/02

लाइसेन्स अवधि ३१ दिसंबर २०२३

सिद्धिल को, लखनऊ



उत्तर प्रदेश UTTAR PRADESH

“Designated Partners” means those Partners designated in accordance with the terms of this Agreement and listed at Schedule 1 of this Agreement or any partner designated as such. Such designated Partners to have extra responsibilities as defined under the LLP Act.

BS 376313

“LLP” means a Limited Liability Partnership formed in the name of **ALBINO CONSTRUCTIONS LLP**

“Outgoing Partner” means a Partner who ceases to be a Partner of the LLP as a result of death, retirement, expulsion and/or bankruptcy in accordance with the terms of this Agreement.

“Partner” means each party to this Agreement shall be a partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a Partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the “Partners”). The names and addresses of the initial Partners are set forth in Schedule 1 hereto. Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

“Partner’s Interest” means the ownership interest of a partner in the LLP, including a partner’s right to share in the LLP’s items of income, gain, loss deduction, credits and similar items, and the right to receive distributions from the LLP, as well as a LLP’s right to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

Dharmendra

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4 | Page

Parvez

क्रमांक संख्या..... ८५७।
स्टाप विक्रय की तिथि.....
स्टाप क्रय करने का प्रयोजन.....
स्टाप श्रेत्र का नाम व एगा फसल.....
स्टाप की धनराशि.....

३०/०१/१९

मिली

प्राप्ति ८५७।

मुकेश कुगल दासल
लाइसेन्स नम्बर १२१/०२
लाइसेन्स अवधि ३१ मार्च २०२३
सिवेल कर्मी नामकर

६०

१०

२०

"Profits" means the distributable profits of the LLP in any Accounting Period as per the final accounts of LLP.

2. Incorporation of the LLP and

The incorporated LLP shall be duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, is qualified to do business and has all requisite powers and authority, corporate or otherwise, to conduct its business as now being conducted, to own, lease and operate its properties and to execute, deliver and deliver and perform this Agreement.

The Partners shall complete and deliver such forms as may be required to the Registrar's Office and pay all required fees to incorporate the Limited Liability Partnership in accordance with the Limited Liability Partnership Act, 2008. The LLP certificate of registration shall be kept at the Registered Office.

3. LLP Names

The business of the Partnership shall be conducted under the name of "**ALBINO CONSTRUCTIONS LLP**". However the parties may change the name of the LLP at any time. Such change must be notified to the Registrar Office by the Designated Partners in accordance with the provisions of the Act.

4. Registered Office and Place of Business/LLP Property.

The registered office of the LLP shall be at Flat No. B-102, Gold Line Residency, Village-Annaura Faizabad Road, Lucknow-226028 or such other address as the Parties may mutually agreed upon from time to time, in accordance with LLP Act. Upon any change in the registered office address of the LLP, it shall be the duty of the designated partners of the LLP to notify it to the Registrar in the prescribed form.

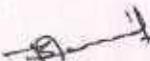
The LLP business shall be carried out at the Premises referred to in this Agreement, which shall remain the property of the LLP at all times. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relation to the Premises and any other premises acquired or the purpose of the LLP business shall be borne by the LLP.

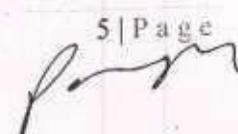
The legal estate in all freehold or leasehold properties acquired for the purpose of the LLP shall be in the Partners upon trust for sale or in some of the partners as trustees for all the remaining partners. The net proceeds of sale and the rents and profits until sale shall form part of the assets of the LLP. The trustees shall be indemnified by the LLP against the rent and other outgoings in respect of the properties and the costs expenses of observing the covenants relating to them.

5. Term

The LLP will have perpetual succession, unless LLP is wound up or is struck off as defunct. The LLP Agreement shall come into effect from the date of

Dharmendra



5 | Page


incorporation of LLP by way of its registration with the Registrar and shall continue until dissolved.

6. Nature of the Business :

Main Objects:

The purpose and nature of the business to be conducted or promoted by the LLP is to engage in any lawful act or activity for which a LLP may be formed under the LLP Act. The business of LLP will be as specified in the Incorporation Document as under:

1. To carry on the businesss of Real Estate activities such as 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 and to develop and construct thereon residential/commercial complex(es) either singly or jointly or in partnership as aforesaid, comprising flats/offices for sale or self use or for earning rental income thereon by letting out individual units/spaces comprised in such building(s).
2. To purchase for resale and to trade in land and house and other immovable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.
3. To establish and maintain agencies, branches, places and local register to procure registration or recognition of the LLP and to carry on business in any part of the world and to take such steps as may be necessary to give the LLP
4. such rights and privileges in any part of the word as are possessed by local companies or partnership or LLP's or as may thought desirable
5. To enter into arrangement for rendering and obtaining technical services and / or technical collaboration and / or financial collaboration whether by way of loans, venture capital, or capital participation with individuals, firms or body corporate or LLP, whether in or outside India.
6. To enter into arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the LLP's main objects and to obtain from any such government or authority all rights, concessions and privileges which the LLP may thing it desirable to obtain and to carry out exercise and comply with ay such arrangement, rights, privileges and concessions.

Dharmedra - 4

6 | Page

7. To acquire and undertake on any terms all or any part of the business relating to the main object, rights and liabilities of any person, firm or company or LLP carrying on any business, which is for the benefit of the LLP to carry on or suitable for the purpose of the company.

7. Capital Contributions:

7.1 Initial Contribution:

The initial capital of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh Only). Capital Account for capital contributions by each partner shall be maintained for each Partner. Initial capital of the LLP shall be contributed by the partners as specified in schedule 1 and may be made in installments by the partners as agreed upon. Each partner's contribution to, or capital withdrawal from, the LLP shall be credited, or debited, respectively, to that partner's capital account.

Except as otherwise specifically provided in this Agreement, the Capital Commitment of a Partner (i) shall represent the maximum aggregate amount of cash and property that such Partner shall be required to contribute to the capital of the LLP and (ii) without such Partner's consent, shall not be changed during the term of the LLP.

7.2 Additional contribution

The parties to the agreement may introduce additional capital, whenever it is required to do so for the efficiency of the business.

7.3 Withdrawal or Reduction of Capital Contributions

Except as expressly provided in this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of its capital contribution. A partner irrespective of the nature of its capital contribution shall only have the right to demand and receive cash in return for its capital contribution, unless the partners shall have unanimously agreed that such partner may receive a distribution in kind. With the introduction of Shri Dharmendra Singh as third partner, the continuing partner has agreed to withdraw their capital contribution of Rs.30000.00 (Rupees Thirty Thousand) each.

7.4 Interest on Capital Contributions, Additional Contributions, loan and Current Account of Partners.

Each partner shall be entitled to interest on the credit balance in his/her capital, current, loan or any other account at the rate of 12% per annum, or such other rate

Dharmendra 

7 | Page 

as may be specified for allow ability under the provisions of Income-tax Act in force in the relevant accounting period and shall accrue on day to day basis. It is clarified that unless the aggregate of withdrawals made by any partner after set-off in respect of interest, salary and share of net profit due to such partner for the relevant year, ends up in debit balance at the close of the year, he/she shall not be taken to have effected withdrawals from out of credit balance in his "capital, current or any other account" but from the remuneration and interest which accrues to him on day to day basis.

However in the case of loss or lower income rate of interest can be NIL or lower than 12% as may be agreed to by and between the partners from time to time. It is also agreed and classified that in case any one of the Partner effects abnormal withdrawals, which Act is not objected to by the other partner and the capital account of such partner turns in to a debit balance, he/she will not be under obligation to pay any stipulated interest to the firm on such overdrawn amount, unless of course the relevant withdrawals are against through specified interest bearings loans thereby resulting in undue inflation of expenditure in the hands of firm. In the latter circumstance, the partners of the firm shall be entitled to determined to calculate the interest outgoing attributable to the extra withdrawals by such partner(s) and claim reimbursement from the concerned partner(s) by debiting the amount so determined to his capital account/current account in the books of firm, however, such interest may not be charged, if it is covered by capital of the partners or any other depositor's deposit on which interest is not paid.

8. Intellectual property Assets and Goodwill:

All intellectual property or assets acquired by LLP shall be included as property of and shall belong to the LLP, including all domain names, website data and coding, all images(whether graphics or photographs), customer data, existing and/or future commercial agreements with outside third parties and all goodwill associated with the above.

Furthermore all office equipment, materials and any other property acquired for and/or by LLP shall also belong to the LLP.

All other relevant goodwill built-up in the LLP shall also belong to the LLP.

9. Banking:

- (a) The LLP shall open and operate an account in the name with any bank or banks which shall be operated jointly or severally by the Designated Partners or as per the instructions given to the Bank.
- (b) All funds of the LLP shall be deposited in its name in such current account or accounts as shall be decide by the partners. All withdrawals are to be made upon cheque signed by the designated partners or persona nominated by the Designated Partner.

Dharmanendra - 27

Parom

10. Accounts:

- (a) The accounts of the LLP shall be maintained according to the accounting period and general accounts shall be taken of all the capital assets and liabilities to, the time being of the LLP as on the last day of each accounting period and a balance sheet and profit and loss account shall be prepared at end of each accounting period, in accordance with generally accepted accounting principles, Accounting Standards and provisions of LLP Act & provisions of this Agreement.
- (b) The LLP shall maintain usual account and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the partners.
- (c) The accounts of the LLP shall be approved by all the partners of LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of partners.
- (d) Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP on a financial year basis and on accrual basis and according to the double entry system of accounting.
- (e) The Designated Partners will have the powers and responsibilities to retain, appoint/reappoint or remove existing Auditors, to appoint new Auditors and to get accounts of the LLP audited irrespective of the turnover or capital.

11. Sharing of Profits and Losses:

11.1 After accounting for all expenses relating to the business of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners, the net profit/loss of the LLP as determined in the accounts maintained by the LLP shall be divided and distributed amongst the partners on the close of each accounting period of each proportion mentioned in Schedule 1.

Provided on change of partners between the accounting period on account of death or retirement or introduction of a new partner and the LLP being continued as going concern, than the surviving old partners with consent of the new partners shall have the option either to determine profit of the LLP, by preparing final accounts up-to the date of such change or defer profit determination to the close of the accounting period, when profits shall be determined in proportion to the turnover or length of the two periods as decided by the partners.

11.2 profit of the LLP shall be credited to the partner's current account in each year upon finalization of the accounts.

Dharmanendra - 4


9 | Page

12. Remuneration:

12.1 The parties to this agreement have agreed to keep themselves actively engaged in conduction the affairs of the business of the LLP as working partners. It is hereby agreed that in consideration of the said parties working in the LLP they shall be entitled to remuneration from the "LLP" taking into consideration the provisions of section 40(b)(v)(2) of the Income Tax Act 1961 and shall not exceed the amount calculated in the following manner:

- i. On the first Rs.300000.00 of the book profit or in case of loss: Rs.150000.00 or at the rate of 90 percent of the book profit, whichever is more.
- ii. On the balance of book profit: at the rate of 60%

Explanation: For the purpose of this clause, the expression 'Book Profit' shall mean the Book Profit as defined under section 40(b) of the Income Tax Act, 1961, or any other statutory modification or enactment thereof for the time being in force.

The remuneration calculated above shall be distributed amongst the partners in the following proportion:

(i)	Sageer Akhtar	20%
(ii)	Paramjeet Singh	20%
(iii)	Dharmendra Singh	60%

12.2 The remuneration calculated above shall be credited to the current. Further the said parties shall be entitled to increase or reduce or not to draw the above salary and may also revise the mode of calculating the above said remuneration as may be mutually agreed amongst the partners from time to time.

13. Meetings:

Periodic meetings shall be held as determined by the partners of LLP.

Meetings of the partners for any specific purpose may be called at any time by any partner.

Notice of the time and place of meetings shall be delivered by the designated partner of the LLP either personally or by telephone to each partner, or sent by first-class mail or by electronic mail or facsimile transmission addressed to him or her at his or her address as it appears upon the records of the LLP.

Notice of a meeting of the partners shall be given at least seven (7) days prior to the time of the holding of the holding of the meeting.

14. Inspection of Records, Annual and Other Reports:

14.1 Records to be kept

Dharmendra → ↘

10 | Page

Paramjeet Singh

The LLP shall keep at its registered office:

- (a) A current list of the full name and last known business, residence or mailing address of each Partner and designated partner in alphabetical order;
- (b) Copies of this LLP agreement and all amendments hereto.
- (c) Copies of the LLP's income-tax returns and reports, if any, for the three most recent years; and
- (d) Copies of any financial statements of the LLP for the three most recent years.

14.2 Inspection of LLP Records

The accounting books and records, the record of partners shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for a purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

15. Annual Filing:

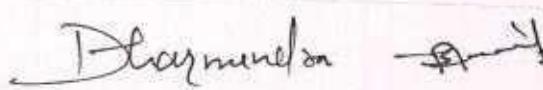
LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period of six months from the end of each financial year and an Annual Return with the Registrar within sixty days of closure of its financial year.

16. Management:

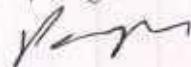
16.1 Power of Designated Partners

Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested exclusively in the designated partners appointed by all the partners, who shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter in and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto. Normally, it is considered to have implied authority to:

- (a) Borrow in ordinary course of business and repayment of loans
- (b) Sale or dispose of movable or immovable property in ordinary course of business
- (c) Transfer immovable property belonging to the LLP
- (d) Purchase and sale goods for business of LLP
- (e) Employ and remove employees and fix their remuneration, perquisites and terms and conditions of employment
- (f) Receive payments on behalf of LLP and giving receipt
- (g) Pledge/Hypothecate/mortgage goods of LLP for borrowing money
- (h) Setting accounts with persons dealing with the LLP

Bharmal Patel

11 | Page



- (i) Making, drawing, accepting and endorsing a Negotiable Instrument on behalf of LLP.
- (j) Institute and defend a suit and withdraw a suit or proceeding filed by or on behalf of the LLP or enter into compromise
- (k) Appoint Advocate or legal representative or authorized representative to institute suit by LLP or defend suit or any legal proceedings against LLP.
- (l) Receive notice on behalf of LLP.
- (m) Acknowledging debt of the LLP
- (n) Submit a dispute relating to the business of the LLP to arbitration
- (o) Open a banking account in name of LLP
- (p) Compromise or relinquish any claim or portion of a claim by the LLP
- (q) Admit any liability in a suit or proceedings against the LLP
- (r) Give guarantees, loans and make investments in ordinary course of business
- (s) Delegate powers either through authority letter or by executing general or special power of attorney in favor of delegates.

16.2 Powers of Partners

The partners shall have equal rights in the management of the partnership business, and each partner shall devote his entire time to the conduct of the business.

17. Obligations of Partners:

Each partner shall:

- (1) Be just and faithful to other partners in the transactions relating to LLP Business;
- (2) Diligently attend to the business of the LLP and devote his/her full time and attention thereto.
- (3) Pay his separate debts and indemnify the other partners and assets of the LLP against the same and all other proceedings, costs, claims or demands in respect thereof;
- (4) Give full information and truth full explanations of all matters relating to the affairs of the LLP to all the partners at all times;
- (5) Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;
- (6) No Partner shall without the consent of all other partners:-
 - (i) Engage in any other business directly or indirectly;
 - (ii) Lend money or give credit of the goods of the LLP to whom the other partners have previously forbidden him to trust;
 - (iii) Mortgage, charge or assign his share in the assets or profits of the LLP;
 - (iv) Draw, accept or endorse any bill of exchange or promissory note on account of the LLP;
 - (v) Engage, remove or dismiss any apprentice, employee of the LLP;
 - (vi) Give any security or promise for the payment of money on account of the LLP except in the ordinary course of business;

Dharmendra

12 | Page

- (vii) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the LLP property may be endangered
- (viii) Buy, order or contract any property or goods for the LLP any value;
- (ix) Sign any cheque on behalf of the LLP to, a sum any value;
- (x) Compromise or compound or, release or, discharge any debt due to the LLP.

18. Forbidden acts:

No partner shall:

- (1) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the partnership purposes;
- (2) use the LLP name, credit, or property for other than LLP purposes;
- (3) Do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

19. Liability of Partners:

The liability of the partners shall be limited as provided in the LLP Act, 2008 and as set forth in this LLP agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).

20. Change in Partners:

20.1 Admission of new Partner

A new partner may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the person to be introduced as a partner, in the LLP.

20.2 Voluntary Withdrawal of a Partner

Each partner conveys and agrees that it will not withdraw or resign from the LLP without the prior consent of the other partners (such consent not to be unreasonably withheld or delayed). Written notice shall be deemed to be received as of the first meeting of the LLP at which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

On voluntary withdrawal a part or all of the value of his capital account in the LLP and the LLP shall continue as a taxable entity. The LLP shall pay the partner who is withdrawing a portion or all of the value of his capital account in the partnership in accordance with Article here in under of the LLP agreement. Upon

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the withdrawal of a partner from the LLP for any reason, such partner shall cease to have any further right to or interest in LLP.

20.3 Death of the partner

On the death of any partner, if his or her heir opts not to become the partner, the surviving partner shall have the option to purchase the contribution of the deceased partner in the LLP.

20.4 Terms of payment/purchase of share

Price of the share of deceased/withdrawing partner shall be the amount at which such share shall stand in the last balance sheet, which shall have been prepared prior to the death of the deceased/date of withdrawal.

21. Restrictive Covenants:

Except as otherwise expressly provided in an Agreement;

- (i) Partner, officers, shall not engage or invest in, independently or with others any business activity of any type or description, including those that might be the same as or similar to the LLP Business;
- (ii) Partner or its designated partner, manager and officers, shall not compete with the LLP in the conduct or winding up of the LLP's activities;
- (iii) Neither the LLP nor any Partner of the LLP shall have any right in or to any such business activities or ventures or to receive or share in any income or proceeds derived there from; and
- (iv) To the extent required by applicable law in order to effectuate the purpose of this provision, the LLP shall have no interest or expectancy, and specifically renounces any interest or expectancy, in any such business activities or ventures.

22. Decision in relation to LLP:

Unless otherwise agreed, all specific decisions will be made on a majority basis by one partner one vote. However, following decisions shall be unanimously approved by all the partners;

- (i) Changing the nature of the business;
- (ii) Admission of new partner;
- (iii) Opening of new bank account in the name of the LLP;
- (iv) Sale, merger, amalgamation or closure of entire business of LLP;
- (v) Amendment to any of the Clause of this Agreement.
- (vi) Shifting of registered office outside State.

23. Notices:

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by mail, express courier or facsimile to the Registered Office and/or principal place of business of the LLP as

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14 | Page

mentioned above or as changed by the Partners subsequently and notified to public.

24. Amendments:

Subject to any contrary provisions of the act, this agreement may be modified by executing and addendum to this Limited Liability Partnership Agreement. Any such modification shall be in writing, duly executed by all the parties and shall form part of this agreement.

25. Confidentiality:

- a) The Parties and their respective nominee(s)/ employee(s) may, during the course of incorporation of the LLP and during the course of carrying out pursuing its objectives, have access to proprietary information, considered confidential, classified, restricted or secret. The Parties undertake that they and their respective nominee(s)/employee(s) shall at all times protect the confidentiality of such information. The Parties shall cause the LLP and its employee(s) also to protect the confidentiality of such information and shall not divulge the same to any unauthorized person and/or any third Party. Nothing herein, contained shall however, apply to information which.
 - (i) at the time of its disclosure by any Party is in the public domain as evidenced by printed publication or otherwise.
 - (ii) After its disclosure by any Party, comes under public domain by its publication or otherwise through no fault of the Parties.
 - (iii) Shall be shown by conclusive written evidence as being already in a Party's possession at the time of its disclosure.
 - (iv) as disclosed to a Party by a third Party after disclosure by the third Party was rightful and
 - (v) Required to be disclosed by the Parties herein in accordance with the applicable laws of Statutory Authorities from time to time.
- b) A Partner of the LLP during the subsistence of the LLP Agreement and for two year after he ceases to be a partner, shall not disclose any trade secret or confidential information obtained during his/her association with LLP so as to harm commercial interest of LLP, except when required under any law.

26. Dispute Resolution:

- a) Save as otherwise provided in this LLP Agreement, in the event of there arising any dispute of difference between the Parties hereto which the Parties are unable to resolve by amicable means, then the same shall be referred to Arbitration by a panel of three Arbitrators, one appointed by each Party and these two Arbitrators agreeing on the third Arbitrator. The Arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act,

Dharmendra 

15 | Page 

1996 and any rules regulations byc-laws or amendments as may be in force for the time being.

b) The language of the Arbitration proceedings shall be in English.

27. Entire Agreement:

This Agreement together with its schedules and annexes and the relevant agreements constitutes the entire agreement reached between the Parties to this Agreement with respect to the transaction contemplated by this Agreement and may not be altered amended or modified except by written instrument duly executed by each of the Parties to this Agreement. Any and all previous agreements and understandings between the Parties regarding or relating to the subject matter of this Agreement, whether written or oral are superseded by this Agreement.

28. Not Waiver:

The Failure by either Party at any time to enforce any provisions of this Agreement or any rights granted to is herein of at law or in equity shall not be construed as a waiver of such provisions or right or any other provisions or rights.

29. Enforceability or Agreement:

Each Party hereby represents that they have full power and authority to execute and deliver this Agreement to perform their obligations hereunder and to consummate the transaction contemplated hereby. The execution and delivery by the Parties of this Agreement the performance by each Party of its obligations hereunder and the consummation by the Parties of the transactions contemplated hereby have been duly and validly authorized and approved by all requisite action on the part of the respective Party and no other proceedings on the part of the Parties are necessary to approve this Agreement to perform their obligations hereunder or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by all the parties and constitutes a valid and binding obligation of the respective Party enforceable against them in accordance with its terms.

30. Counter Parts:

This Agreement may be executed by the Parties hereto in one or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

31. Compliance with Applicable Laws:

Each party shall perform its obligations under this agreement in strict compliance with all applicable laws and shall obtain and keep valid and subsisting any and all permits,

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6 | Page

consents, authorizations and licenses required or desirable to be obtained in connection with this agreement.

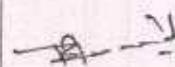
32. Severability:

Each article, section paragraph and clause of this Agreement constitutes a separate and distinct undertaking covenant and/or provision. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law. In the event that any provision of this Agreement shall be finally determined to be unlawful such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

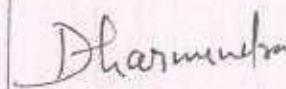
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IN WITNESS WHEREOF the parties hereto have put their respective hands to this agreement on the day and year mentioned hereinabove.

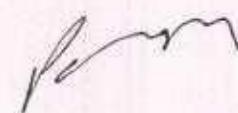
Signed and delivered
By the within named
Sageer Akhtar
In the presence of



Signed and delivered
By the within named
Dharmendra Singh
In the presence of



Signed and delivered
By the within named
Paramjeet Singh
In the presence of



SCHEDULE 1

LIST OF PARTNERS SUBSCRIBING THE LLP

Sl.No.	Name of Partners, Father's Name, full Address, Occupation and Date of Birth	Amount of Capital Contribution	Voting Rights	Profit & Loss %
1	Sageer Akhtar Designated Partner DPIN: 07936704 S/o : Mohd Ibrahim Chaudhary R/o : 321, Itiyathok Colonelganj, Gonda, Uttar Pradesh-271202 Business Date of Birth: 08.07.1976	20000.00	20%	20%
2	Paramjeet Singh Designated Partner DPIN: 05301672 S/o Sardar Jogindra Singh R/o 72, Itiyathok, Gonda, Uttar Pradesh-217002 Business Date of Birth: 13.05.1968	20000.00	20%	20%
		40000.00		

B-OTHER PARTNERS

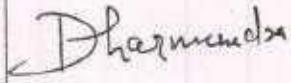
Sl.No.	Name of Partners, Father's Name, full Address, Occupation and Date of Birth	Amount of Capital Contribution	Voting Rights	Profit & Loss %
	Dharmendra Singh Designated Partner DPIN : 02256699 S/o Tejvir Singh R/o- Flat No. 403, Shri Ram Apartment, New Berry Road, Dalibagh, Lucknow, Uttar Pradesh-226001	60000	60%	60%

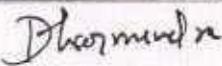
Dharmendra *✓*

Paramjeet

- We, the several partners whose names are subscribed below, 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.

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.

Name of each partner/ designated partner/ nominee/ nominee & designated partner	Designation (Designated Partner / Partner/ nominee/ nominee & designated partner)	Name of the body corporate in case of nominee of body corporate	Date of passing resolution for appointment of nominee	Signature of partner/ nominee
Dharmendra Singh	DESIGNATED PARTNER	N.A.	N.A.	



Date : 01.02.2019

Place : Lucknow



उत्तर प्रदेश UTTAR PRADESH

कोषालार गोप्ता-50

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LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT is made on this 09th day of November, 2017 by and between

1. Sageer Akhtar son of Mohd Ibrahim Chaudhary residing at 321, Itiyathok, Colonelganj, Gonda, Uttar Pradesh-271202 hereinafter referred to as first party.
2. Paramjeet Singh son of Sardar Jogindra Singh residing at 72, Itiyathok, Gonda, Uttar Pradesh-271002 hereinafter referred to as second party.

(First party and the second party shall be collectively referred to as the "Parties")

WHEREBY the parties as aforesaid have entered into a Limited Liability Partnership in the name **ALBINO CONSTRUCTIONS LLP** (hereinafter referred to as "LLP") in terms of the LLP Act, 2008/2009 and for the sake of clarity amongst each other and for proper day to day functioning for running of business are desirous of putting the terms agreed upon for running of the LLP in writing.

दस्याल जात्या

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स्टाप्प ब्रेता का नाम यह लिए

आल बीन

स्टाप्प क्रय करने का तिथि यह

पार्वती ही ना का

स्टाप्प की धाराशि

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प्रगांद कुमार मिश्र

स्टाप्प विक्रम लाइन नं 10.95/98

कलेपद्म पाल जिला 18



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Now this deed witnesses and it is hereby mutually agreed by and between the above said parties hereto that they have become partners upon the terms and conditions stated and recorded herein, namely.

WHEREAS, as soon as practicable and wherever applicable, following execution of this Agreement, for the LLP the same shall be filed with the Registrar of Companies or competent authority as designated from time to time.

1. Definitions:

1.1 In this Agreement and the Schedules to it the following terms shall have the following meanings unless the context otherwise requires.

“Act” means the Limited Liability Partnership Act, 2008/2009 and shall include any rules/ regulations/ notifications made there under and shall also include any alterations to the same for the time being in force.

“Agreement” means this Limited Liability Partnership Agreement, as originally executed and amended, modified or supplemented from time to time.

“Accounting Year” The accounts of the LLP shall be maintained in accordance with Clause 10.

द्रविड़ राज्य

स्थायी क्रम विवरण का लिखक
स्थायी क्रमांक के रूप में रखा
स्थायी क्रमांक का व्यापारिक
स्थायी क्रमांक

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प्रमाणपत्र द्वारा दिया

स्थायी क्रमांक का लिखक
कलेक्टर पर्सनल विवरण

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उत्तर प्रदेश UTTAR PRADESH

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“Auditors” means Bansal Rajeev & Associates, Chartered Accountants, 1st Floor, Tirath Bhawan, 24, Shivaji Marg, Lucknow or such other Auditors, who is entitled to practice as Chartered Accountants in India, which the Partners, may elect from time to time.

“Capital Contributions” means the contributions made by the partners to the LLP pursuant to clause 7 hereof and in the case of all the partners, the aggregate of all such capital contributions.

“Current/Loan Account of Partners” means account for each Partner wherein funds on temporary basis as loan are brought in by partners into LLP and into which profits will be paid and conversely debits made in the case of losses. Furthermore all drawings made by a Partner will be paid from their Current/ Loan Account.

“Designated Partners” means those Partners designated in accordance with the terms of this Agreement and listed at Schedule 1 of this Agreement or any partner designated as such. Such designated Partners to have extra responsibilities as defined under the LLP Act.

“LLP” means a Limited Liability Partnership formed in the name of **ALBINO CONSTRUCTIONS LLP**

प्राप्ति संख्या.....
राष्ट्रीय क्रय करने का दिनांक.....
राष्ट्रीय क्रेता का नाम व पता.....
राष्ट्रीय क्रय करने का प्रयोजन.....
राष्ट्रीय की धनराशि.....

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प्रमोद चुमार मिश्र
स्थान प्रियता लाइन नं १०-१५/१८
~~प्रमोद चुमार मिश्र~~

भारतीय रिंग न्यायिक



उत्तर प्रदेश UTTAR PRADESH

01 JUL 2017

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“Outgoing Partner” means a Partner who ceases to be a Partner of the LLP as a result of death, retirement, expulsion and/or bankruptcy in accordance with the terms of this Agreement.

“Partner” means each party to this Agreement shall be a partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a Partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the “Partners”). The names and addresses of the initial Partners are set forth in Schedule 1 hereto. Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

“Partner’s Interest” means the ownership interest of a partner in the LLP, including a partner’s right to share in the LLP’s items of income, gain, loss deduction, credits and similar items, and the right to receive distributions from the LLP, as well as a LLP’s right to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

“Profits” means the distributable profits of the LLP in any Accounting Period as per the final accounts of LLP.

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2. Incorporation of the LLP and

The incorporated LLP shall be duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, is qualified to do business and has all requisite powers and authority, corporate or otherwise, to conduct its business as now being conducted, to own, lease and operate its properties and to execute, deliver and deliver and perform this Agreement.

The Partners shall complete and deliver such forms as may be required to the Registrar's Office and pay all required fees to incorporate the Limited Liability Partnership in accordance with the Limited Liability Partnership Act, 2008. The LLP certificate of registration shall be kept at the Registered Office.

3. LLP Names

The business of the Partnership shall be conducted under the name of "**ALBINO CONSTRUCTIONS LLP**". However the parties may change the name of the LLP at any time. Such change must be notified to the Registrar Office by the Designated Partners in accordance with the provisions of the Act.

4. Registered Office and Place of Business/LLP Property.

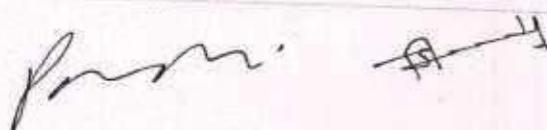
The registered office of the LLP shall be at Flat No. B-102, Gold Line Residency, Village-Annaura Faizabad Road, Lucknow-226028 or such other address as the Parties may mutually agreed upon from time to time, in accordance with LLP Act. Upon any change in the registered office address of the LLP, it shall be the duty of the designated partners of the LLP to notify it to the Registrar in the prescribed form.

The LLP business shall be carried out at the Premises referred to in this Agreement, which shall remain the property of the LLP at all times. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relation to the Premises and any other premises acquired or the purpose of the LLP business shall be borne by the LLP.

The legal estate in all freehold or leasehold properties acquired for the purpose of the LLP shall be in the Partners upon trust for sale or in some of the partners as trustees for all the remaining partners. The net proceeds of sale and the rents and profits until sale shall form part of the assets of the LLP. The trustees shall be indemnified by the LLP against the rent and other outgoings in respect of the properties and the costs expenses of observing the covenants relating to them.

5. Term

The LLP will have perpetual succession, unless LLP is wound up or is struck off as defunct. The LLP Agreement shall come into effect from the date of



incorporation of LLP by way of its registration with the Registrar and shall continue until dissolved.

6. Nature of the Business :
Main Objects:

The purpose and nature of the business to be conducted or promoted by the LLP is to engage in any lawful act or activity for which a LLP may be formed under the LLP Act. The business of LLP will be as specified in the Incorporation Document as under:

1. To carry on the businesss of Real Estate activities such as 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 and to develop and construct thereon residential/ commercial complex(es) either singly or jointly or in partnership as aforesaid, comprising flats/offices for sale or self use or for earning rental income thereon by letting out individual units/spaces comprised in such building(s).
2. To purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.
3. To establish and maintain agencies, branches, places and local register to procure registration or recognition of the LLP and to carry on business in any part of the world and to take such steps as may be necessary to give the LLP such rights and privileges in any part of the word as are possessed by local companies or partnership or LLP's or as may thought desirable
4. To enter into arrangement for rendering and obtaining technical services and / or technical collaboration and / or financial collaboration whether by way of loans, venture capital, or capital participation with individuals, firms or body corporate or LLP, whether in or outside India.
5. To enter into arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the LLP's main objects and to obtain from any such government or authority all rights, concessions and privileges which the LLP may thing it desirable to obtain and to carry out exercise and comply with ay such arrangement, rights, privileges and concessions.

6. To acquire and undertake on any terms all or any part of the business relating to the main object, rights and liabilities of any person, firm or company or LLP carrying on any business, which is for the benefit of the LLP to carry on or suitable for the purpose of the company.

7. Capital Contributions:

7.1 Initial Contribution:

The initial capital of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh Only). Capital Account for capital contributions by each partner shall be maintained for each Partner. Initial capital of the LLP shall be contributed by the partners as specified in schedule 1 and may be made in installments by the partners as agreed upon. Each partner's contribution to, or capital withdrawal from, the LLP shall be credited, or debited, respectively, to that partner's capital account.

Except as otherwise specifically provided in this Agreement, the Capital Commitment of a Partner (i) shall represent the maximum aggregate amount of cash and property that such Partner shall be required to contribute to the capital of the LLP and (ii) without such Partner's consent, shall not be changed during the term of the LLP.

7.2 Additional contribution

The partners hereto have also agreed to subscribe additional capital in the same ratio as agreed above whenever it is required to do so for the efficiency of the business. At the time of increase of the capital, the additional capital of the partner(s) may be adjusted against the increased capital.

7.3 Withdrawal or Reduction of Capital Contributions

Except as expressly, provided in this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of its capital contribution. A partner irrespective of the nature of its capital contribution shall only have the right to demand and receive cash in return for its capital contribution, unless the partners shall have unanimously agreed that such partner may receive a distribution in kind.

7.4 Interest on Capital Contributions, Additional Contributions, loan and Current Account of Partners.

Each partner shall be entitled to interest on the credit balance in his/her capital, current, loan or any other account at the rate of 12% per annum, or such other rate as may be specified for allow ability under the provisions of Income-tax. Act in force in the relevant accounting period and shall accrue on day to day basis. It is clarified that unless the aggregate of withdrawals made by any partner after set-off in respect of interest, salary and share of net profit due to such partner for the



relevant year, ends up in debit balance at the close of the year, he/she shall not be taken to have effected withdrawals from out of credit balance in his "capital, current or any other account" but from the remuneration and interest which accrues to him on day to day basis.

However in the case of loss or lower income rate of interest can be NIL or lower than 12% as may be agreed to by and between the partners from time to time. It is also agreed and classified that in case any one of the Partner effects abnormal withdrawals, which Act is not objected to by the other partner and the capital account of such partner turns in to a debit balance, he/she will not be under obligation to pay any stipulated interest to the firm on such overdrawn amount, unless of course the relevant withdrawals are against through specified interest bearings loans thereby resulting in undue inflation of expenditure in the hands of firm. In the latter circumstance, the partners of the firm shall be entitled to determined to calculate the interest outgoing attributable to the extra withdrawals by such partner(s) and claim reimbursement from the concerned partner(s) by debiting the amount so determined to his capital account/current account in the books of firm, however, such interest may not be charged, if it is covered by capital of the partners or any other depositor's deposit on which interest is not paid.

8. Intellectual property Assets and Goodwill:

All intellectual property or assets acquired by LLP shall be included as property of and shall belong to the LLP, including all domain names, website data and coding, all images(whether graphics or photographs), customer data, existing and/or future commercial agreements with outside third parties and all goodwill associated with the above.

Furthermore all office equipment, materials and any other property acquired for and/or by LLP shall also belong to the LLP.

All other relevant goodwill built-up in the LLP shall also belong to the LLP.

9. Banking:

- (a) The LLP shall open and operate an account in the name with any bank or banks which shall be operated jointly by the Designated Partners.
- (b) All funds of the LLP shall be deposited in its name in such current account or accounts as shall be decide by the partners. All withdrawals are to be made upon cheque signed by the designated partners or persona nominated by the Designated Partner.

10. Accounts:

- (a) The accounts of the LLP shall be maintained according to the accounting period and general accounts shall be taken of all the capital assets and liabilities to, the time being of the LLP as on the last day of each accounting



period and a balance sheet and profit and loss account shall be prepared at end of each accounting period, in accordance with generally accepted accounting principles, Accounting Standards and provisions of LLP Act & provisions of this Agreement.

- (b) The LLP shall maintain usual account and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the partners.
- (c) The accounts of the LLP shall be approved by all the partners of LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of partners.
- (d) Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP on a financial year basis and on accrual basis and according to the double entry system of accounting.
- (e) The Designated Partners will have the powers and responsibilities to retain, appoint/reappoint or remove existing Auditors, to appoint new Auditors and to get accounts of the LLP audited irrespective of the turnover or capital.

11. Sharing of Profits and Losses:

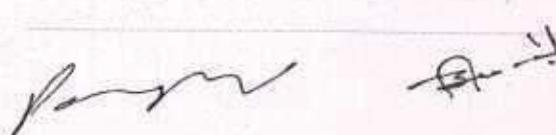
11.1 After accounting for all expenses relating to the business of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners, the net profit/loss of the LLP as determined in the accounts maintained by the LLP shall be divided and distributed amongst the partners on the close of each accounting period of each proportion mentioned in Schedule 1.

Provided on change of partners between the accounting period on account of death or retirement or introduction of a new partner and the LLP being continued as going concern, than the surviving old partners with consent of the new partners shall have the option either to determine profit of the LLP, by preparing final accounts up-to the date of such change or defer profit determination to the close of the accounting period, when profits shall be determined in proportion to the turnover or length of the two periods as decided by the partners.

11.2 profit of the LLP shall be credited to the partner's current account in each year upon finalization of the accounts.

12. Remuneration:

12.1 The parties to this agreement have agreed to keep themselves actively engaged in conduction the affairs of the business of the LLP as working partners. It is hereby agreed that in consideration of the said parties working in the LLP they shall be entitled to remuneration from the "LLP" taking into consideration



the provisions of section 40(b)(v)(2) of the Income Tax Act 1961 and shall not exceed the amount calculated in the following manner:

- i. On the first Rs.300000.00 of the book profit or in case of loss: Rs.150000.00 or at the rate of 90 percent of the book profit, whichever is more.
- ii. On the balance of book profit: at the rate of 60%

Explanation: For the purpose of this clause, the expression 'Book Profit' shall mean the Book Profit as defined under section 40(b) of the Income Tax Act, 1961, or any other statutory modification or enactment thereof for the time being in force.

The remuneration calculated above shall be distributed amongst the partners in the following proportion:

(i)	Sageer Akhtar	50%
(ii)	Paramjeet Singh	50%

12.2 The remuneration calculated above shall be credited to the current. Further the said parties shall be entitled to increase or reduce or not to draw the above salary and may also revise the mode of calculating the above said remuneration as may be mutually agreed amongst the partners from time to time.

13. Meetings:

Periodic meetings shall be held as determined by the partners of LLP.

Meetings of the partners for any specific purpose may be called at any time by any partner.

Notice of the time and place of meetings shall be delivered by the designated partner of the LLP either personally or by telephone to each partner, or sent by first-class mail or by electronic mail or facsimile transmission addressed to him or her at his or her address as it appears upon the records of the LLP.

Notice of a meeting of the partners shall be given at least seven (7) days prior to the time of the holding of the meeting.

14. Inspection of Records, Annual and Other Reports:

14.1 Records to be kept

The LLP shall keep at its registered office:

- (a) A current list of the full name and last known business, residence or mailing address of each Partner and designated partner in alphabetical order;
- (b) Copies of this LLP agreement and all amendments hereto.
- (c) Copies of the LLP's income-tax returns and reports, if any, for the three most recent years; and

(d) Copies of any financial statements of the LLP for the three most recent years.

14.2 Inspection of LLP Records

The accounting books and records, the record of partners shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for a purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

15. Annual Filing:

LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period of six months from the end of each financial year and an Annual Return with the Registrar within sixty days of closure of its financial year.

16. Management:

16.1 Power of Designated Partners

Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested exclusively in the designated partners appointed by all the partners, who shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter in and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto. Normally, it is considered to have implied authority to:

- (a) Borrow in ordinary course of business and repayment of loans
- (b) Sale or dispose of movable or immovable property in ordinary course of business
- (c) Transfer immovable property belonging to the LLP
- (d) Purchase and sale goods for business of LLP
- (e) Employ and remove employees and fix their remuneration, perquisites and terms and conditions of employment
- (f) Receive payments on behalf of LLP and giving receipt
- (g) Pledge/Hypothecate/mortgage goods of LLP for borrowing money
- (h) Setting accounts with persons dealing with the LLP
- (i) Making, drawing, accepting and endorsing a Negotiable Instrument on behalf of LLP.
- (j) Institute and defend a suit and withdraw a suit or proceeding filed by or on behalf of the LLP or enter into compromise
- (k) Appoint Advocate or legal representative or authorized representative to institute suit by LLP or defend suit or any legal proceedings against LLP.
- (l) Receive notice on behalf of LLP
- (m) Acknowledging debt of the LLP
- (n) Submit a dispute relating to the business of the LLP to arbitration



- (o) Open a banking account in name of LLP
- (p) Compromise or relinquish any claim or portion of a claim by the LLP
- (q) Admit any liability in a suit or proceedings against the LLP
- (r) Give guarantees, loans and make investments in ordinary course of business
- (s) Delegate powers either through authority letter or by executing general or special power of attorney in favor of delegates.

16.2 Powers of Partners

The partners shall have equal rights in the management of the partnership business, and each partner shall devote his entire time to the conduct of the business.

17. Obligations of Partners:

Each partner shall:

- (1) Be just and faithful to other partners in the transactions relating to LLP Business;
- (2) Diligently attend to the business of the LLP and devote his/her full time and attention thereto.
- (3) Pay his separate debts and indemnify the other partners and assets of the LLP against the same and all other proceedings, costs, claims or demands in respect thereof;
- (4) Give full information and truth full explanations of all matters relating to the affairs of the LLP to all the partners at all times;
- (5) Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;
- (6) No Partner shall without the consent of all other partners:-

- (i) Engage in any other business directly or indirectly;
- (ii) Lend money or give credit of the goods of the LLP to whom the other partners have previously forbidden him to trust;
- (iii) Mortgage, charge or assign his share in the assets or profits of the LLP;
- (iv) Draw, accept or endorse any bill of exchange or promissory note on account of the LLP;
- (v) Engage, remove or dismiss any apprentice, employee of the LLP;
- (vi) Give any security or promise for the payment of money on account of the LLP except in the ordinary course of business;
- (vii) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the LLP property may be endangered
- (viii) Buy, order or contract any property or goods for the LLP any value;
- (ix) Sign any cheque on behalf of the LLP to, a sum any value;
- (x) Compromise or compound or, release or, discharge any debt due to the LLP.

18. Forbidden acts:

No partner shall:

- (1) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the partnership purposes;
- (2) use the LLP name, credit, or property for other than LLP purposes;
- (3) Do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

19. Liability of Partners:

The liability of the partners shall be limited as provided in the LLP Act, 2008 and as set forth in this LLP agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).

20. Change in Partners:

20.1 Admission of new Partner

A new partner may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the person to be introduced as a partner, in the LLP.

20.2 Voluntary Withdrawal of a Partner

Each partner consents and agrees that it will not withdraw or resign from the LLP without the prior consent of the other partners (such consent not to be unreasonably withheld or delayed). Written notice shall be deemed to be received as of the first meeting of the LLP at which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

On voluntary withdrawal a part or all of the value of his capital account in the LLP and the LLP shall continue as a taxable entity. The LLP shall pay the partner who is withdrawing a portion or all of the value of his capital account in the partnership in accordance with Article here in under of the LLP agreement. Upon the withdrawal of a partner from the LLP for any reason, such partner shall cease to have any further right to or interest in LLP.

20.3 Death of the partner

On the death of any partner, if his or her heir opts not to become the partner, the surviving partner shall have the option to purchase the contribution of the deceased partner in the LLP.

20.4 Terms of payment/purchase of share

Price of the share of deceased/withdrawing partner shall be the amount at which such share shall stand in the last balance sheet, which shall have been prepared prior to the death of the deceased/date of withdrawal.

21. Restrictive Covenants:

Except as otherwise expressly provided in an Agreement;

- (i) Partner, officers, shall not engage or invest in, independently or with others any business activity of any type or description, including those that might be the same as or similar to the LLP Business;
- (ii) Partner or its designated partner, manager and officers, shall not compete with the LLP in the conduct or winding up of the LLP's activities;
- (iii) Neither the LLP nor any Partner of the LLP shall have any right in or to any such business activities or ventures or to receive or share in any income or proceeds derived there from; and
- (iv) To the extent required by applicable law in order to effectuate the purpose of this provision, the LLP shall have no interest or expectancy, and specifically renounces any interest or expectancy, in any such business activities or ventures.

22. Decision in relation to LLP:

Unless otherwise agreed, all specific decisions will be made on a majority basis by one partner one vote. However, following decisions shall be unanimously approved by all the partners;

- (i) Changing the nature of the business;
- (ii) Admission of new partner;
- (iii) Opening of new bank account in the name of the LLP;
- (iv) Sale, merger, amalgamation or closure of entire business of LLP;
- (v) Amendment to any of the Clause of this Agreement.
- (vi) Shifting of registered office outside State.

23. Notices:

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by mail, express courier or facsimile to the Registered Office and/or principal place of business of the LLP as mentioned above or as changed by the Partners subsequently and notified to public.

24. Amendments:

Subject to any contrary provisions of the act, this agreement may be modified by executing and addendum to this Limited Liability Partnership Agreement. Any such modification shall be in writing, duly executed by all the parties and shall form part of this agreement.

25. Confidentiality:

- a) The Parties and their respective nominee(s)/ employee(s) may, during the course of incorporation of the LLP and during the course of carrying out pursuing its objectives, have access to proprietary information, considered confidential, classified, restricted or secret. The Parties undertake that they and their respective nominee(s)/employee(s) shall at all times protect the confidentiality of such information. The Parties shall cause the LLP and its employee(s) also to protect the confidentiality of such information and shall not divulge the same to any unauthorized person and/or any third Party. Nothing herein, contained shall however, apply to information which.
 - (i) at the time of its disclosure by any Party is in the public domain as evidenced by printed publication or otherwise.
 - (ii) After its disclosure by any Party, comes under public domain by its publication or otherwise through no fault of the Parties.
 - (iii) Shall be shown by conclusive written evidence as being already in a Party's possession at the time of its disclosure.
 - (iv) as disclosed to a Party by a third Party after disclosure by the third Party was rightful and
 - (v) Required to be disclosed by the Parties herein in accordance with the applicable laws of Statutory Authorities from time to time.
- b) A Partner of the LLP during the subsistence of the LLP Agreement and for two years after he ceases to be a partner, shall not disclose any trade secret or confidential information obtained during his/her association with LLP so as to harm commercial interest of LLP, except when required under any law.

26. Dispute Resolution:

- a) Save as otherwise provided in this LLP Agreement, in the event of there arising any dispute of difference between the Parties hereto which the Parties are unable to resolve by amicable means, then the same shall be referred to Arbitration by a panel of three Arbitrators, one appointed by each Party and these two Arbitrators agreeing on the third Arbitrator. The Arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and any rules regulations bye-laws or amendments as may be in force for the time being.
- b) The language of the Arbitration proceedings shall be in English.

Two handwritten signatures are present on the document, one on the left and one on the right, both appearing to be in black ink.

27. Entire Agreement:

This Agreement together with its schedules and annexes and the relevant agreements constitutes the entire agreement reached between the Parties to this Agreement with respect to the transaction contemplated by this Agreement and may not be altered amended or modified except by written instrument duly executed by each of the Parties to this Agreement. Any and all previous agreements and understandings between the Parties regarding or relating to the subject matter of this Agreement, whether written or oral are superseded by this Agreement.

28. Not Waiver:

The Failure by either Party at any time to enforce any provisions of this Agreement or any rights granted to it herein of at law or in equity shall not be construed as a waiver of such provisions or right or any other provisions or rights.

29. Enforceability or Agreement:

Each Party hereby represents that they have full power and authority to execute and deliver this Agreement to perform their obligations hereunder and to consummate the transaction contemplated hereby. The execution and delivery by the Parties of this Agreement the performance by each Party of its obligations hereunder and the consummation by the Parties of the transactions contemplated hereby have been duly and validly authorized and approved by all requisite action on the part of the respective Party and no other proceedings on the part of the Parties are necessary to approve this Agreement to perform their obligations hereunder or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by all the parties and constitutes a valid and binding obligation of the respective Party enforceable against them in accordance with its terms.

30. Counter Parts:

This Agreement may be executed by the Parties hereto in one or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

31. Compliance with Applicable Laws:

Each party shall perform its obligations under this agreement in strict compliance with all applicable laws and shall obtain and keep valid and subsisting any and all permits, consents, authorizations and licenses required or desirable to be obtained in connection with this agreement.

for me *✓*

32. Severability:

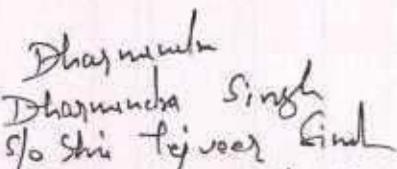
Each article, section paragraph and clause of this Agreement constitutes a separate and distinct undertaking covenant and/or provision. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law. In the event that any provision of this Agreement shall be finally determined to be unlawful such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have put their respective hands to this agreement on the day and year mentioned hereinabove.

Signed and delivered
By the within named
Sageer Akhtar
In the presence of


Rakesh Kumar Chaudhary
2/218-A, VIKAS KHAND, GOMTINAGAR,
LUCKNOW - 226010

Signed and delivered
By the within named
Paramjeet Singh
In the presence of


Dharmendra Singh
S/o Shri Tejveer Singh
Flat No. 403 Shri Ram Apartment
23 New Berry Road, Deli Bagh
Lucknow - 226001

SCHEDULE I

LIST OF PARTNERS SUBSCRIBING THE LLP

Sl.No.	Name of Partners, Father's Name, full Address, Occupation and Date of Birth	Amount of Capital Contribution	Voting Rights	Profit & Loss %
1	Sageer Akhtar Designated Partner DPIN: 07936704 S/o : Mohd Ibrahim Chaudhary R/o : 321, Itiyathok Colonelganj, Gonda, Uttar Pradesh-271202 Business Date of Birth: 08.07.1976	50000.00	50%	50%
2	Paramjeet Singh Designated Partner DPIN: 05301672 S/o Sardar Jogindra Singh R/o 72, Itiyathok, Gonda, Uttar Pradesh-217002 Business Date of Birth: 13.05.1968	50000.00	50%	50%
		100000.00		

B-OTHER PARTNERS

Sl.No.	Name of Partners, Father's Name, full Address, Occupation and Date of Birth	Amount of Capital Contribution	Voting Rights	Profit & Loss %
	NIL			