



Tanya Bagga <uprera@rngca.com>

Submission of LLP Agreement of Promoter "Regency Infratech LLP" for RERA Registration of project "Shri Krishna Anandam" (ID972911)

Gaurav Gupta <gkcgupta@gmail.com>

Thu, Feb 8, 2024 at 7:34 PM

To: uprera@rngca.com, "deepak@rngca.com" <deepak@rngca.com>

----- Forwarded message -----

From: **Ayush Arora** <aroraayush1011@gmail.com>

Date: Thu, 8 Feb, 2024, 19:01

Subject: Submission of LLP Agreement of Promoter "Regency Infratech LLP" for RERA Registration of project "Shri Krishna Anandam" (ID972911)

To: Gaurav Gupta <gkcgupta@gmail.com>

----- Forwarded message -----

From: **Ayush Arora** <aroraayush1011@gmail.com>

Date: Thu, 8 Feb, 2024, 18:59

Subject: Submission of LLP Agreement of Promoter "Regency Infratech LLP" for RERA Registration of project "Shri Krishna Anandam" (ID972911)

To: enggdept.uprera@gmail.com <contactuprera@up-rera.in>

To,
Uttar Pradesh Real Estate Regulatory Authority

Subject: Submission of LLP Agreement of Promoter "Regency Infratech LLP" for RERA Registration of project "Shri Krishna Anandam" (ID972911)

Respected Sir,

This is in reference to the above-captioned subject for the aforementioned project registration, we are hereby submitting the copy of LLP Agreement of Promoter "Regency Infratech LLP". We have attached the document in this email for your kind perusal.

Accordingly it is requested to accept our submission and expedite our registration application. We shall be highly obliged for your speedy action in this regard.

For M/s. Regency Infratech LLP

 **LLP_Partnership_Agreement_compressed.pdf**
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL05933861474196Q
Certificate Issued Date	: 20-Nov-2018 04:11 PM
Account Reference	: NONACC (BK)/ dl-corpbk/ CORP CONNAUGHT/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-CORPBK16481125204388Q
Purchased by	: REGENCY INFRATECH LLP
Description of Document	: Article 46 Partnership
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: REGENCY INFRATECH LLP
Second Party	: SANJAY GUPTA AND KAMLESH GUPTA
Stamp Duty Paid By	: REGENCY INFRATECH LLP
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)



.....Please write or type below this line.....

Sanjay Gupta

Kamlesh Gupta



UP 0001857783



**REGENCY INFRATECH LLP
LIMITED LIABILITY PARTNERSHIP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)**

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("Agreement") is made and entered into on.....3.12... day of December, 2018 at New Delhi.

BY AND BETWEEN:

Mr. Sanjay Gupta Son of Mr. Lala Ram Gupta, aged 54 years, resident of 47, Bungalow, Amrita Shergill Marg, New Delhi- 110003 (DPIN: 01272477), (hereinafter referred to as Party of the First Part), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his legal heir(s), successor(s) and assign(s);

AND

Mrs. Kamlesh Gupta Daughter of Mr. Shiv Dayal Karnani, aged 49 years, resident of 47, Bungalow, Amrita Shergill Marg, New Delhi- 110003 (DPIN: 01272522), (hereinafter referred to as Party of the Second Part), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include her legal heir(s), successor(s) and assign(s);

"The Party of The First Part" and "The Party of The Second Part" are individually referred to as the "Designated Partner" and collectively known as "Designated Partners".

WHEREAS:

- (A) Parties hereto had been running the business as a Private Limited Company under the name and style of **REGENCY INFRATECH PRIVATE LIMITED** (The Company), at Flat No-34, 9th Floor Dakshineswar Apartments, 10, Hailey Road, New Delhi-110001, a Company Registered with the Registrar of Companies, NCT of Delhi vide Registration No. U70109DL2012PTC245837 dated 07/12/2012 and
- (B) Parties hereto held 100% of shares as shareholders in the capital of the Private Limited Company and unanimously decided on 12.6.2018 to convert "the Company" into a Limited Liability Partnership in terms of section 56 of the Limited Liability Partnership Act, 2008 and
- (C) The Company has been converted into **REGENCY INFRATECH LLP** vide Certificate of Registration LLP Identification Number: AAN-4967 dated 05/11/2018 issued by Registrar of Companies, Central Registration Centre (CRC), and
- (D) That Limited Liability Partnership shall be carried on the in the name and style of **M/s. REGENCY INFRATECH LLP** and
- (E) **REGENCY INFRATECH LLP** shall have its Registered Office at House No. 14 Third Floor, Khail Gaon Road, Anand Lok, Opposite Niti Bagh, New Delhi-110049 and/or at such place or places, as shall be agreed to by the majority of the Partners from time to time.

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(F) And now it is deemed necessary and desirable that an Agreement, setting out in detail the rights, powers, duties, liabilities and the obligations of the Partners, be reduced in writing and executed on the terms and conditions mentioned hereunder.

(G) Once this Agreement is executed, it shall be the duty of the designated partner(s), or any of them, to file the details of this Agreement with the Registrar of Limited Liability Partnership ("Registrar") within the time limits prescribed under the LLP Act, 2008("Act").

WITNESSETH THAT the Parties hereto shall be the Partners on the following terms and conditions:

1. Definitions

In this Agreement the following terms shall have the following meanings unless the context otherwise requires.

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

"The Act" means the Limited Liability Partnership Act, 2008 (6 of 2009).

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

"Capital Contributions" means the contributions made by the partners to the LLP pursuant to clause 6 hereof and, in the case of all the partners, the aggregate of all such capital contributions.

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

"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"). Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

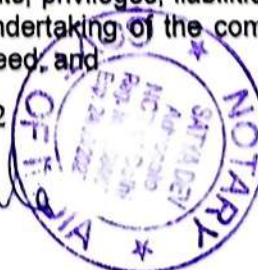
"Partner's Interest" means the ownership interest of a Partner in the LLP, including a partner's right to share in the LLP's items of income, gain, loss, deduction, credits and similar items, and the right to receive distributions from the LLP as well as a LLP's rights to vote and otherwise participate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

1.1 Effects of Conversion

1. On and from the date of conversion/registration specified in the certificate of registration issued by the Registrar:-
 - i) All tangible (movable and immovable) and intangible properties vested in the company, all assets, interests, rights, privileges, liabilities, obligations relating to the company and whole of the undertaking of the company, shall vest in LLP without further assurance, act or deed, and

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- ii) The Company shall be deemed to be dissolved and removed from the records of the Registrar of Companies.
- a. All proceedings by or against the company which are pending before any court, tribunal or other authority on the date of registration may be continued, completed and enforced by or against the company may be enforced by or against the LLP.
- b. Any conviction, ruling, order or judgment of any court, Tribunal or other authority in favor of or against the company may be enforced by or against the LLP.
- c. Every agreement to which the company was a party immediately before the date of registration, whether or not of such nature that the rights and liabilities therefore could be assigned, shall have effect as from that date as if-
 - i. The LLP were a party to such an agreement instead of the company; and
 - ii. for any reference to the company, there were substituted in respect of anything to be done on or after the date of conversion/registration, a reference to the LLP.
- d. All deeds, contracts schemes, bonds, agreements, applications, instruments and arrangements subsisting immediately before the date of registration relating to the company or to which the company is the party shall continue in force on and after that date as if they relate to the LLP and shall be enforceable by or against the LLP.
- e. Every contract of employment to which paragraph (d) or paragraph (e) applies shall continue in force on or after the date of conversion/registration as if the LLP were the employer there under instead of the company.
- f. Every appointment of the company in any role or capacity which is in force immediately before the date of registration shall take effect and operate from that date as if the LLP were appointed.
- g. Any authority or power conferred on the company which is in force immediately before the date of registration shall take effect and operate from that date as if it were conferred on the LLP.
- h. The provisions of paragraphs (a) to (h) shall apply to an approval, permit or license issued to the company under any other Act which is in force immediately before the date of conversion/registration of the LLP, subject to the provisions of such other Act under which such approval, permit or license has been issued.

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2. **Name:**

That the Partners agree to carry on the Business (hereinafter mentioned) in partnership on the terms and conditions herein mentioned, in the name and style of **REGENCY INFRATECH LLP** The name of the LLP may be modified or changed at any time during the subsistence of the LLP with the consent of all the Partners.

3. **Commencement and Duration:**

That the partnership shall be deemed to have commenced from its Conversion from the status of Private Company into LLP. It shall continue until dissolved and liquidated in accordance with the provisions of this Agreement. The **REGENCY INFRATECH LLP** can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

4. **Registered Office**

The Registered office of the LLP shall be located at House No. 14, Third Floor, Khail Gaon Road, Anand Lok, Opposite Niti Bagh, New Delhi-110049, or at such other place, as may be mutually agreed upon by all the Partners. Upon any change in the Registered Office address of the LLP, it shall be the duty of the designated Partner(s) of the LLP to notify it to the Registrar in the prescribed form. The business may also be carried from such other places as may be mutually decided by the Partners from time to time.

5. **Object/Business of the LLP:**

The main business of the **REGENCY INFRATECH LLP** shall be to do business of contractors, builders, developers, land scapers, town planners, estate agents, consultants, property dealer with regard to all kind of immovable properties including turnkey jobs for buying, selling, constructing, dealing, erecting, building, leasing of all kind of immovable property i.e. flats, commercial complexes & residential complexes, farm houses, roadways, bridges, flyovers, factories, plants, township, shopping malls, etc. whether belonging to the Company or not.

6. **Capital Contribution**

The Contribution of the **REGENCY INFRATECH LLP** shall be of Rs. 1,00,000/- (Rupees One Lac Only) which shall be contributed by the partners in the following proportions.

First Party, Mr. Sanjay Gupta contributed 95% i.e. 95,000/- (Rupees Ninety Five Thousand Only).

Second Party, Mrs. Kamlesh Gupta contributed 5% i.e. Rs. 5,000/- (Rupees Five Thousand Only).

The further Contribution if any required by the **REGENCY INFRATECH LLP** shall be brought by the partners in their profit sharing ratio or any proportion as mutually discussed.

Further, in case of Dissolution of LLP the assets of the LLP will be distributed among its Partners in their Capital Contribution ratio.



Sanjay Gupta⁴

Kamlesh Gupta

7.1 Additional Funds by the Partners

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.

Instead of bringing funds in the form of additional capital, the Partners may grant loan to the LLP at a rate that is mutually agreed by all partner.

7.2 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.

7.3 Interest on Capital or Loan

It is hereby agreed by and between the parties hereto that the partners shall be paid interest for the capital contribution and on loan amount, if any as may be mutually agreed by all the Partners.

7.4 Withdrawal of Loan

Every Partner may withdraw the loans advanced or deemed as advanced by him to the partnership business in accordance with the terms of such sums advanced or deemed advanced from time to time, as may be agreed to between the partners.

8. Profit Sharing

The Net Profit/Net Loss of the LLP shall be shared by the Partners in the following ratio:

First Party (Mr. Sanjay Gupta) 95%

Second Party (Mrs. Kamlesh Gupta) 5%

Net Profit/Net Loss shall mean gross profit/gross loss of each Accounting Year less the expenses of the management of the business including but not limited to outgoings in respect of the salaries and wages of the staff, commission paid to others, and all other actual expenses incurred in connection with the business of the LLP.



Sanjay Gupta

Kamlesh Gupta

9. Remuneration to Partners

- a) That both the Designated Partners be actively engaged in conducting the affairs of the business of the LLP. The said Partners shall be the working Partners and may be paid remuneration.
- b) Remuneration may be paid to the working Partners and shall be computed in the manner laid down or deduction is available under section 40(b) (v) read with Explanation of the Income-tax Act, 1961 or any other applicable provision. Such amount shall be paid to the Partners as may be decided mutually.
- c) No remuneration will be given to any of the designated partners for rendering of their services unless and until decided unanimously in writing and recorded in minutes within 30 days of meeting. The **REGENCY INFRATECH LLP** shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering specific services as such.

10. Additional Finance and Loan

That no Partner shall raise any finances, loan(s) on and for behalf of the LLP except with the written consent of all the Partner(s). Any Partner raising such finances, loan(s) in contravention of this clause shall be personally responsible for its repayment.

11. Bankers

The bankers of the LLP may be decided by the Partners from time to time unanimously agreed upon. It is expressly agreed that the bank account of the **REGENCY INFRATECH LLP** shall be singly and/or jointly operated by First Party and Second Party or by any other person duly authorized by the resolution passed by Designated Partners.

12. Borrowing

The LLP may raise or borrow money for the LLP's business in the name of the LLP on such terms and conditions as the Partners may unanimously agree upon from time to time.

13. Accounting year

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



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14. Representation

All the Partner(s) or any other person authorized by them in this behalf are entitled and empowered to sign the agreements, contracts, application or any other document for and on behalf of the LLP which is required to be executed or entered into for the purpose of carrying on the Business of the LLP. All the acts, action and deeds of each Designated Partner, done in the ordinary course of Business shall be deemed to have been done for and on behalf of the LLP.

The Partners are entitled to authorize, through a duly executed power of attorney, any other person to do all such acts, actions and deeds which the Partners themselves are authorized to do under this Agreement.

15. Partners Drawings

Each Partner may draw out of the partnership funds as drawing from credit balance of his/her income account any sum of money subject to other partner's written approval (Letter or email for an amount above 10 Lac/month) for his own use subject to such draws to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each financial year and the same shall be duly adjusted for the actual due to or from the partnership by refunds or further draws as the case may be as required.

16. Books of Accounts

The Partners shall maintain or cause to be maintained the books of accounts, record, vouchers and all other records of the LLP as required to be maintained under the Act or otherwise, and the same shall always be kept at the Registered Office of the LLP and will be open for inspection by any of the Partners hereto or his authorized agents at all reasonable times, with power to take copies and extracts thereof.

An account of the Business carried out in each Accounting Year shall be prepared and audited at the end of each Accounting Year in accordance with the provisions contained in this Act in this behalf.

17. Annual Filing

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

18. Designated Partners and their Powers

Except as otherwise expressly provided herein, or under the Act, day-to-day operation of the LLP shall be vested exclusively in the Designated Partner(s).



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Unless otherwise provided in the Act, a Designated Partner shall be responsible for doing all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the Act including filing of any document, return, statement and the like under the Act.

Any new partner admitted to LLP may be designated as a designated partner with the consent of all the Designated Partners.

19. Audits

The statement of Accounts and solvency of the LLP made each year shall be duly 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 said Rules in every respect.

20. Meetings

2. All the matters related to the LLP shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote and such resolution can be passed in a meeting or by circulation.
3. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the LLP. In case any partner is a foreign resident, the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
4. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.
5. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
6. Limited Liability Partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

21. Voting Rights and Manner of Consent.

Unless otherwise provided under the Act or in this Agreement, any matter or issue relating to the LLP shall be decided by a resolution passed by a majority in number of the Partners, and for this purpose, each partner shall have one vote.



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22. Management

22.1 Powers of Partners

The partners shall have equal rights in the management of the partnership business. Unless otherwise agreed, the following decisions will be made by unanimous resolution i.e. with the consent of all the partners and all other decisions shall be taken on majority basis:

- (i) Changing the nature of the business;
- (ii) Admission of new partner;
- (iii) Amendment to any of the Clause of this Agreement.
- (iv) Mortgage, charge or assignment of share of any partner in the assets or profits of the LLP;
- (v) Draw, accept or endorse any bill of exchange or promissory note on account 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) Compromise or compound or, release or, discharge any debt due to the LLP.
- (ix) Raising funds from any banks, financial institution and other private Parties for the purposes of the Business of the LLP.
- (x) Expulsion of any Partner
- (xi) Change in the Registered Office of LLP
- (xii) Change in the Place of Business of LLP
- (xiii) Change in the Capital Contribution
- (xiv) Change in the Objects or Business of the LLP
- (xv) To invest the funds of the LLP.
- (xvi) To grant loan or give guarantee or provide security in respect of loan.
- (xvii) To wind up or dissolve the operations of the LLP.
- (xviii) To diversify the business of the LLP.
- (xix) To approve the Financial of the LLP.

Decision by Majority resolution or executed by assigned partner (Designated Partner) that is

- (i) Opening of new bank account in the name of the LLP;
- (ii) Purchase of any fixed assets or incurring of any capital expenditure
- (iii) Engage, remove or dismiss any apprentice, employee of the LLP
- (iv) Sign any cheque on behalf of the LLP
- (v) Buy, order or contract any property or goods for the LLP;
- (vi) Engagement in any other business directly or indirectly.



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22.2 Rights of the Partners.

- (i) All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.
- (ii) Every partner has a right to have access to and to inspect and copy any books of the LLP.
- (iii) 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 and moreover he shall not uses the name of the LLP to carry on the said business.
- (iv) LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.
- (v) 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 partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. 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. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
- (vi) On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

22.3 Duties/Obligations of Partners

- (i) Every partner shall account to the limited liability partnership for any benefit derived by him/her without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
- (ii) 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.
- (iii) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- (iv) In case any of the Partners of the LLP desires to transfer or assign his/her interest or shares in the LLP he/she has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners, the concerned partner can transfer or assign his share to the third party but not to a Competitor.

(v) No partner shall without the written consent of the LLP,--



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- I. Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- II. Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share" in the LLP or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other partner.
- VI. Shall be just and unfaithful to other partner(s) in all transaction relating to the LLP.
- VII. Share business secrets of the LLP with the outsiders.
- VIII. Remit in whole or part debt due to LLP.
- IX. Open a banking account on behalf of LLP in his name.
- X. Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business.
- XI. 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.
- XII. Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **REGENCY INFRATECH LLP**.
- XIII. Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same

22.4 Liability of Partners

The liability of the Partners shall be limited as provided in the Act and as set forth in this 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).



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22.5 Inter se relation among Partners and their relation with the LLP

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

22.6 Cessation of existing Partners

- I Partner may cease to be partner of the LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
- II No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.

The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

22.7 Admission of New partner

No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **REGENCY INFRATECH LLP**.

22.8 Extent of Liability of REGENCY INFRATECH LLP

REGENCY INFRATECH LLP is not bound by anything done by a partner in dealing with a person.

- I. The Partner in fact has no authority to act for the **REGENCY INFRATECH LLP** in doing a particular act; and
- II. The Person knows that he has no authority or does not know or believe him to be a partner of the **REGENCY INFRATECH LLP**

23. Transfer on assignment of share of Capital Contributed by Partner.

No Partner shall without the consent in writing of all the partners transfer assigned or mortgage his Share of interest in the LLP by way of his share of the profits and losses of the LLP as to receive distributions under this agreement in any way in whole or in part.

24. Prohibited acts

Except as otherwise expressly provided in an Agreement:

- a. Partners or Designated Partners of the LLP and other employees of the LLP shall not compete with the LLP till the time they are Designated Partner or a Partner or an employee of the LLP as the case may be.
- b. Partners shall not engage or invest in, independently or with others, in any business activity which is in conflict with the business of the LLP except with the prior written approval of the Partners in a properly and physically convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP and had made a declaration of his interest in such business to the LLP at the time of being admitted as a Partner thereto.



Sanjay Mishra¹²

Sanjay Mishra

25. Indemnification

The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him-

- (a) in the ordinary and proper conduct of the Business of the LLP; or
- (b) in or about anything necessarily done for the preservation of the Business or property of the LLP.

Every partner shall indemnify the LLP for any loss caused to it by his fraud or by reason of doing any act beyond his scope in the conduct of the Business of the LLP.

26. Assets of the LLP

That all the tangible and intangible assets of the LLP including but not limited to the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. shall be used by the Partners exclusively for the Business of the LLP.

27. Change in Partners

27.1 Introduction and position of new partners

A new partner(s) 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. The position, rights, powers, duties and liabilities of the new partner(s) would be such as what is agreed upon between the existing partners and the new partner.

27.2 Retirement

A Partner may retire, at any time with the consent of all the remaining partner(s) or by giving 3 (three) month advance notice in writing to the other partner of his intention to retire.

Notwithstanding the retirement of a Partner from the LLP, he and the remaining partners shall continue to be liable as partners to third parties for any act done by any of them before such retirement.

27.3 Expulsion of Partner and Termination of his partnership

If a Partner commits fraud, or becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the LLP Business or commits breach of any of the provisions of this Agreement or commits any criminal offence or does or suffer from any act which would be a ground for the dissolution of the Partnership by the Court/Tribunal and in any such case it shall be lawful to Expel or Terminate such Partner.

However, a Designated Partner cannot be expelled during the subsistence of LLP.



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27.4 Death of a Partner

Death of a Partner shall not operate as dissolution of the LLP. The legal representative or heir of the deceased Partner, if the heirs so desire can be admitted as the partner and Business of the LLP can be carried on such terms and conditions as shall be agreed upon between them and the remaining partners mutually. However, the legal representative or heir of the deceased shall not be liable for any losses incurred after the demise of the Partner unless he/she is taken or admitted to the partnership in the place of the deceased Partner.

Notwithstanding the aforementioned Para in this clause, in the event of death of the Partner, his children would be entitled to annuity, if agreed to be paid by the remaining partners, on such terms and conditions as the remaining partners may agree upon and in accordance with the provisions of the law.

27.5 Voluntary Withdrawal of a Partner

Each partner covenants 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 herein 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.

28. Dissolution of the LLP

In case of dissolution, the Business shall be wound up and the assets and liabilities will be dealt with, in accordance with the provisions of the Act as may be in force at the relevant time.

Further, in case of Dissolution of LLP the assets of the LLP will be distributed among its Partners in their Capital Contribution ratio.

28.1 Legislative Dissolution

Notwithstanding anything contained in these presents, LLP shall be deemed to be terminated in the following cases:

- (i) Number of partners falls below two;
- (ii) Partner's non-economic right is transferred to a third party without the approval of the existing partners.



Sanjay Malhotra

Handwritten signature

29. Settlement of Dispute

- (a) If there shall be any dispute, controversy or claim (dispute) between the Partners arising out of this Agreement, or the breach, termination or invalidity of this Agreement, the partners shall use their best efforts to resolve the matter on an amicable basis and LLP shall use the majority partners' decision to resolve the dispute which shall be final and binding on the Parties. The parties shall consider the use of mediation.
- (b) All disputes arising between partners, partners and legal representatives of the partners or with LLP, which are not settled amicably or through the process of mediation shall be settled by the Arbitration and as per application provision of the Arbitration and Conciliation Act, 1956.
- (c) All disputes with the third parties or between the parties will be resolved in State of Delhi as jurisdiction.
- (d) This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with the Indian Law.

30. 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 therefrom; 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.

31. Meeting of expenses of LLP

- (a) All outgoings and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the LLP business.
- (b) All LLP moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the bank to the credit of the LLP's account, except such sums as are immediately required to meet the current expenses of the LLP.
- (c) All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold in the LLP name. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.



Sanjay Mali¹⁵

Sanjay Mali

32. Breach of Agreement

A material breach of this LLP agreement by a partner (the "Breaching Partner") which breach has not, after notice by the other partner ("Non-Breaching Partner") and a reasonable opportunity for cure (the scope of such cure to be conclusively established by the binding arbitration provisions of this LLP agreement), been cured by such partner within the time provided for by the Arbitrator. If it is determined by the Arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted in the opinion of the Non-Breaching Partner, the Non-Breaching Partner has the right to request dissolution of the LLP.

33. Liquidation.

- (a) Upon the occurrence of an event of dissolution as defined in the LLP Act or in this Agreement, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The partner or designated partner with the consent of all the partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up and liquidation of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve as required by the LLP Act, 2008 and/or Rules thereof.
- (b) During the course of liquidation, the partners shall continue to share profits and losses of LLP but there shall be no cash distributions to the partners until the distribution date as defined in Article herein under.
- (c) Liquidation shall continue until the LLP's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidator has determined that there can be a final accounting, the liquidator shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceases to be a going concern, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the partners as provided in Article hereof not later than the Distribution Date.
- (d) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
 - (i) first, to pay all expenses of liquidation and winding up;
 - (ii) second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
 - (iii) third, to pay all debts of the LLP owing to a Partner; and
 - (iv) to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners



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pursuant to Article herein under.

- (v) Subject to the provisions of the LLP Act, 2008 upon final liquidation of the LLP but not later than the Distribution Date, the net proceeds of liquidation remaining following the settling of accounts in accordance with Article hereof shall be distributed to the Partners in proportion of their respective Percentage Interests.

34. Notices

- (a) To the LLP - Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered Office of the LLP.
- (b) To a Partner - Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner at the registered Office of the LLP or by sending the same by registered post to his usual or last known address.

35. Defaults and Remedies

35.1 Defaults

If a partner materially defaults in the performance of its obligations under the LLP agreement, and such default is not cured within ten (10) days after notice of such default is given by a partner to the defaulting partner for a default that can be cured by the payment of money, or within thirty (30) days after notice of such default is given by a partner to the defaulting partner for any other default, then the non-defaulting partners shall have the rights and remedies described in Article hereunder in respect of the default.

35.2 Remedies

If a partner fails to perform its obligations under this Agreement, any other partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

35.3 No Waiver

No consent or waiver, express or implied, by a partner to or of any breach or default by another partner in the performance by such other partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other partner. Failure by a partner to complain of any act or omission to act by another partner, or to declare such other partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such partner of its rights under this Agreement.

36. Arbitration

All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter or between Partner and LLP whatsoever touching the affairs of the LLP or the interpretation of this Agreement shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification



Sanjay Mohla¹⁷

Sanjay Mohla

or re-enactment thereof for the time being in force.

The partners agree that the decision shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counter-claims presented to the arbitrators. If a decision is not complied with by a partner, then any award or decision may be entered in a court of competent jurisdiction for a judicial recognition of the decision and an order of enforcement.

37. Confidentiality

- (a) Disclosure of a partner's confidential information to any of the officers, employees, consultants or third party shall be made only if and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to the maximum extent possible, consistent with such rights and responsibilities, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by this Agreement.
- (b) Each partner shall use at least the same standard of care, but no less than a reasonable standard of care for this industry, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any unauthorized use of confidential information of another partner. Each partner shall promptly notify the other partner of any unauthorized use or disclosure of confidential information of another partner.
- (c) Within 60 days following termination or expiration of this Agreement, each partner will return to the other partner, or destroy, upon the written request of the concerned partner, all confidential information disclosed to it by the concerned partner pursuant to this Agreement, including all copies and extracts of documents.
- (d) Any employee who shall have access to confidential information of another partner are bound by agreements to maintain such information in confidence and not to use such information except as expressly permitted herein. Each partner agrees to enforce confidentiality obligations by which its employees and consultants are bound.

38. Amendments

Subject to any contrary provisions of the Act, this Agreement may be amended only by the affirmative vote of all the partners. Any such amendment shall be in writing, duly executed by all the partners.

39. Repeal or Modification

Any repeal or modification of this Article by the partners of the LLP shall not adversely affect any right of a partner, designated partner or officer of the LLP existing hereunder at the time of such repeal or modification.

40. Enforceability of Agreement

The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents.



Sanjay K. Mehta

✓ *Sanjay K. Mehta*

This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms and conditions.

41. Governing Law

This Agreement shall be governed by and construed under the substantive laws of the State of Delhi.

42. Limited Liability Partnership Act prevails

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act, 2008 shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency between such laws, the provisions of the Act shall prevail.

43. Severability

If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

44. Partners and LLP to ratify this agreement to be bound.

This agreement shall become valid to bind the LLP on its incorporation on its being ratified by all of its partners both for themselves and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.

45. Miscellaneous Provisions

1. After the LLP's registration, it may reimburse the Promoter – Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter – Partners, with the approvals of general meeting of Partners.
2. The maximum number of Designated Partners appointed for the LLP shall be such as mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the LLP unanimously at any time and from time to time not exceeding ten.



Sanjay Mehta

Sanjay Mehta

3. 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 carrying on the management or conduct of the business of the LLP otherwise than as has been provided in this agreement and those shall not sign the name of the LLP.

46. Copies of the Deed

That this Deed is executed in Duplicate and one copy will remain with the "Party of the First Part" and other will remain with The "Party of the Second Part"

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Party of the First Part

Sanjay mlo

Mr. Sanjay Gupta
DPIN: 01272477

Party of the Second Part

Kamlesh Gupta

Mrs. Kamlesh Gupta
DPIN: 01272522

In the presence of
Witnesses

M.K. Gupta

Name: M.K. GUPTA
S/o: J.A.C. Gupta
Address: flat No 34,
10, Haveli Road,
New Delhi

In the presence of
Witnesses

Sanchit Khosla

Name: Sanchit Khosla
S/o: Anu Khosla
Address: F-1907, UPPA, Ridge Road
Koral BGS, New Delhi



ATTESTED
[Signature]
NOTARY PUBLIC



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL56169027297865V
 Certificate Issued Date : 25-Aug-2023 10:56 AM
 Account Reference : IMPACC (IV)/ dl1097403/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL56169027297865V
 Purchased by : REGENCY INFRATECH LLP
 Description of Document : Article 46 Partnership
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : REGENCY INFRATECH LLP
 Second Party : SANJAY GUPTA AND KAMLESH GUPTA
 Stamp Duty Paid By : REGENCY INFRATECH LLP
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



₹500

Please write or type below this line

IN-DL56169027297865V

DOCUMENT ATTACHED

Sanjay, Kamlesh

GIRIRAJ APARTMENTS PVT.LTD

S.K Arora

Jyoti Arora

DIRECTOR

@yush arora

25 AUG 2023

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclrestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

25 AUG 2023

**SUPPLEMENTAL LLP AGREEMENT
(AS PER SECTION 23(4) OF THE LLP ACT, 2008)**

This Agreement is made on 25TH Day of August, 2023 in continuation of original LLP Agreement Dated 03rd Day of December, 2018.

BETWEEN

- 1) **SANDEEP KUMAR ARORA S/O KRISHNA KUMAR ARORA** residing at BLOCK – I, SHRI KRISHNA SHARNAM, CHHATIKARA ROAD, NEAR PREM MANDIR, VRINDABAN, MATHURA, 281121, UTTAR PRADESH, INDIA (**Designated Partner Identification No. 00158463**) which expression shall unless it be repugnant to the subject or contact there of including his legal heirs successors, nominees and permitted assignees an here after called the **“The New Designated Partner of the FIRST PART”**;
- 2) **AYUSH ARORA S/O SANDEEP KUMAR ARORA** residing at BLOCK – I, SHRI KRISHNA SHARNAM, CHHATIKARA ROAD, NEAR PREM MANDIR, VRINDABAN, MATHURA, 281121, UTTAR PRADESH, INDIA (**Designated Partner Identification No. 10260274**) which expression shall unless it be repugnant to the subject or contact there of including his legal heirs successors, nominees and permitted assignees an here after called the **“The New Designated Partner of the SECOND PART”**;
- 3) **GIRIRAJ APARTMENTS PRIVATE LIMITED**, Having its Registered Office at 5, ARORA BHAWAN, PURANA SHAHAR, VRINDABAN, MATHURA, 281121, UTTAR PRADESH, INDIA, (**Corporate Identification No. U45200UP2006PTC032386**) represented Through its Director **JYOTI ARORA W/O SANDEEP KUMAR ARORA** residing at BLOCK – I, SHRI KRISHNA SHARNAM, CHHATIKARA ROAD, NEAR PREM MANDIR, VRINDABAN, MATHURA, 281121, UTTAR PRADESH, INDIA (**Director Identification No. 07105295**) which expression shall unless it be repugnant to the subject or contact there of including its successors, nominees and permitted assignees an here after called the **“The New Partner of the THIRD PART”**;
- 4) **SANJAY GUPTA, S/O LALA RAM GUPTA** residing at 47, BUNGLOW, AMRITA SHERGILL MARG, NEW DELHI, 110003, DELHI, INDIA (**Designated Partner Identification No. 01272477**) which expression shall unless it be repugnant to the subject or contact there of including his legal heirs successors , nominees and permitted assignees an here after called the **“The Outgoing Designated Partner of the FOURTH PART”**; AND
- 5) **KAMLESH GUPTA, D/O SHIV DAYAL KARNANI** residing at 47, BUNGLOW, AMRITA SHERGILL MARG, NEW DELHI, 110003, DELHI, INDIA (**Designated Partner Identification No. 01272522**) which expression shall unless it be repugnant to the subject or contact there of including his legal heirs successors , nominees and permitted assignees an here after called the **“The Outgoing Designated Partner of the FIFTH PART”**.



Kamlesh Gupta

Sanjay Mehta

S. K. Arora

GIRIRAJ APARTMENTS PVT.LTD
Jyoti Arora
DIRECTOR

@yusharora

(THE FIRST AND SECOND PARTY SHALL BE REFERRED TO AS “NEW DESIGNATED PARTNER”, THIRD PARTY SHALL BE REFERRED TO AS “NEW PARTNER”, THE FOURTH AND FIFTH PARTY WILL BE REFERRED TO AS “OUTGOING DESIGNATED PARTNER”)

WHEREAS all the above parties had entered into an agreement to form a Limited Liability Partnership by the name **REGENCY INFRATECH LIMITED LIABILITY PARTNERSHIP** (hereinafter referred to as LLP) in terms of the LLP Act, 2008 vide LLP Agreement entered into on 03rd Day of December, 2018 and thus an LLP was created vide **LLP Identity No. AAN-4967** and now is amended by this Supplementary LLP Agreement.

AND WHEREAS The Retiring Partner has given notice to the continuing Partners and LLP of their desire to retire from the said LLP as from 25TH Day of August, 2023.

AND WHEREAS the LLP shall continue to carry on business through its all said partners i.e. First, Second & Third Party and that they intends to write down the terms and conditions of the said changes.

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

1. The LLP shall continue to carry the business of contractors, builders, developers, land scapers, town planners, estate agents, consultants, property dealer with regard to all kind of immovable properties including turnkey jobs for buying, selling, constructing, dealing, erecting, building, leasing of all kind of immovable property i.e. flats, commercial complexes & residential complexes, farm houses, roadways, bridges, flyovers, factories, plants, township, shopping malls, etc. whether belonging to the LLP or not, through its all New Partners having its registered office shifted from HOUSE NO. 14, THIRD FLOOR, KHAIL GAON ROAD, ANAND LOK, OPPOSITE NITI BAGH, NEW ELHI, 110043, DELHI, INDIA to OFFICE BLOCK, SHRI KRISHNA SHARNAM, CHHATIKARA ROAD, NEAR PREM MANDIR, VRINDABAN, MATHURA, 281121, UTTAR PRADESH, INDIA and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time;
2. The Appointment of New Designated Partners **SANDEEP KUMAR ARORA** and **AYUSH ARORA** shall take effect from 25TH Day of August, 2023.
3. The Appointment of New Partner **GIRIRAJ APARTMENTS PRIVATE LIMITED** shall take effect from 25TH Day of August, 2023.
4. The Retirement of Designated Partners **SANJAY GUPTA** and **KAMLESH GUPTA** shall take effect from 25TH Day of August, 2023.
5. The Contribution of the LLP shall be Rs.1,00,000/- (Rupees One Lakh only) Which Shall be contributed/Restructuring by the Partners thereto in the manner below mentioned:



Sanjay Gupta

Sanjay Gupta

GIRIRAJ APARTMENTS PVT. LTD

Jyoti Arora

DIRECTOR

Ayush Arora

NEW CAPITAL CONTRIBUTION

FIRST PART: **SANDEEP KUMAR ARORA** Contribution: 20% i.e. Rs.20,000/-
(Rupees Twenty Thousand only)

SECOND PART: **AYUSH ARORA** Contribution: 20% i.e. Rs.20,000/-
(Rupees Twenty Thousand only)

THIRD PART: **GIRIRAJ APARTMENTS PRIVATE LIMITED** Contribution: 60%
i.e. Rs.60,000/- (Rupees Sixty Thousand only)

The further Contribution if any required by the **REGENCY INFRATECH LLP** shall be brought by the all partners in such manner in all respect as may be agreed to between them or as per their profit sharing ratio;

6. The Party of First, Second and Third Part have paid all payment related to Partner's Capital and Current Capital till the date of retirement of existing designated partners to the party of Fourth and Fifth Part.
7. All the New Partners of the said LLP are entitled to share profit and losses in the ratio of their respective contribution in the said LLP;
8. All the New Partners have been and will be entitled to continue to LLP Business;
9. The LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
10. That the immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.
11. The Partner may further induct such other person as partner, on such terms and conditions, as they may decide by mutual consent. Any change in the constitution of the partnership shall be reflected in an agreement and shall be intimated to the Registrar of LLP in a manner and in accordance with the provision of the LLP act and rules framed there under.
12. The LLP may by a simple majority appoint or remove a Designated Partner and/or Partner.
13. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.
14. Every partner has a right to have access to and to inspect and copy any books of the said LLP.
15. 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 partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the said LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the said LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.



S. Arora

Jyoti Arora

GIRIRAJ APARTMENTS PVT.LTD

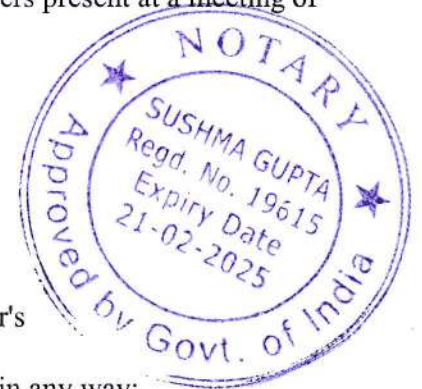
DIRECTOR

Sanjeev Arora

Sanjeev Arora

@yush arora

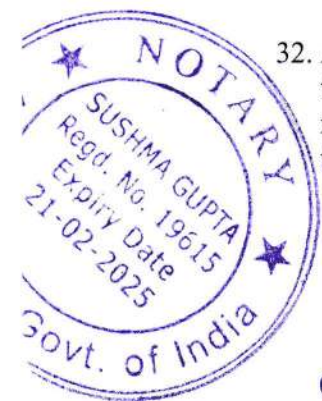
16. The Outgoing Designated Partners shall be liable for any legal / government liability; statutory compliances arise in future due to the acts or deeds done by them till the date of their retirement i.e. 25TH AUGUST, 2023.
17. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the said LLP.
18. The net profits of the LLP arrived at after providing for payment of remuneration to the working partners, interest to partners on the loan given by them & their capital contribution shall be divided among partners in the same proportion of their capital contribution.
19. The Partners shall be allowed interest on their capital contribution as may be mutually agreed from time to time at the rate not exceeding 12% (Twelve Percent) per annum.
20. The losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in the same proportion of their capital contribution.
21. In case any of the Partners of the said LLP desires to transfer or assign his interest or shares in the said LLP he has to offer the same to the remaining partners by giving 7 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
22. From the date thereof, the said New Designated partner shall act as Designated partner subject to the terms and conditions of the above said LLP Agreement except in so far as the same are varied by this agreement.
23. The New Partner agrees and undertakes to execute any document as may be required to give complete effect to his appointment in the LLP.
24. Given legal effect to this agreement, necessary filing will be done at Registrar. LLP will appoint a Designated Partner on behalf of LLP and Designated Partner to execute legal formalities.
25. The following business will require concurrence of all the Partners present at a meeting of Partners duly called and held:
 - a. any alteration to this LLP Agreement;
 - b. the admission of new Partners;
 - c. appointment of Designated Partners;
 - d. acceptance of Annual Accounts and Solvency and the Auditor's
 - e. assignment and transfer of partnership rights, by the Partners in any way:
 - f. expulsion of any Partner;
 - g. change of business;



Sanjay
Sanjay
Jyoti
GIRIRAJ APARTMENTS PVT. LTD
DIRECTOR

Sanjay
Ayushara

- h. any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882;
- i. entering into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may or is likely to be affected, attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the Designated Partners in the ordinary course of the business shall be outside the purview of this clause;
- j. warranting the appointment of a Receiver; and
- k. winding up and dissolution of the LLP
- l. to take loan from any bank or financial institution for smooth running of the business
- m. to take loan from outsiders on such terms and condition as mutually decided by the designated partners
26. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership 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.
27. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
28. The said LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
29. The said LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the said LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.
30. M/s **REGENCY INFRATECH LLP** shall have perpetual succession. So death, retirement or insolvency of any partner shall not dissolve the said LLP.
31. It is expressly agreed that the bank account of the said LLP shall be operated by any partners as authorize by all the partners of the LLP.
32. Any Partner of the LLP by giving a notice in writing of not less than Seven (07) days to the other partners of LLP express his or her intention to resign as partner, however, such resignation shall take effect if & only if all the other partner unanimously agree in writing to accept resignation of retiring Partner.



S. H. Arora

Sanjay Moh
GIRIRAJ APARTMENTS PVT. LTD
Jyoti Mehta
DIRECTOR

Sanjay Moh
@yush arora

33. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of said LLP with fraudulent purpose.
34. All disputes between the partners or between the Partner and the said LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996)
35. This deed shall be read with original deed of LLP dated 25TH day of August, 2023 and with supplementary deed executed from time to time as specified in this deed.

**IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE HANDS
THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**

Signed and delivered by the

For and on behalf of


(REGENCY INFRATECH LLP)


SANDEEP KUMAR ARORA (New Designated Partner)


AYUSH ARORA (New Designated Partner)


GIRIRAJ APARTMENTS PRIVATE LIMITED Through its Authorised Signatory
JYOTI ARORA, DIRECTOR (New Partner)


SANJAY GUPTA (Outgoing Designated Partner)

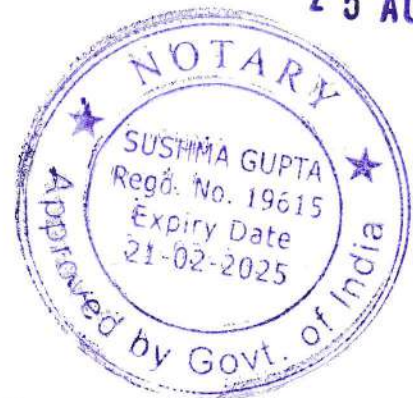

KAMLESH GUPTA (Outgoing Designated Partner)

ATTESTED

NOTARY PUBLIC
NCT DELHI

25 AUG 2023

25 AUG 2023



Witness:

- a) Name: Bankey Bihari Pathak
Address: S/o Lt. Dhruv Kumar Pathak, Purana Shahar Vrindavan, Distt. MTR.
Signature: BB Pathak

b) Name: M. K. Gupta

Address: Flat No 34 10 Harley Road

Signature: 

