



उत्तर प्रदेश UTTAR PRADESH

LLP AGREEMENT

V 743569

(As Per Section 23 of LLP Act 2008)

THIS AGREEMENT OF LLP is made at 13th on this September 2017.

BETWEEN

1. Sudhir Kumar Rai S/o Shri Lalit Mohan Rai R/o Plot No. C-58/29, MEA Apartments, A-212, Sector-62, Noida, Uttar Pradesh- 201301 which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successor nominees and permitted assignees and here in after called the FIRST PARTY.

2. Rohit Aggrawal S/o Shri Ravi Kumar Aggrawal R/o I7-A, ANAND VIHAR. 16 ALIPUR ROAD, CIVIL LINES, DELHI-110054, which expression shall, unless it be repugnant to the subject or context thereof include their legal heirs, successors, nominees and permitted assignees and here in after called the SECOND PARTY.

(FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERED TO AS PARTNERS)

WHEREAS the parties are resident in India.

WHEREAS the first and second parties have incorporated limited liability partnership by name of Metro Suites Homes LLP. (here in after referred to as LLP) under the limited liability partnership act 2008 to carry on the business collectively and that they intends to writes down the mode and condition of the management of the said LLP and rights and duties of partner inter-se and vis-a-vis LLP.



15 SEP 2017

For METRO SUITES HOMES LLP

For METRO SUITES HOMES LLP

Rohit Aggrawal
Designated Partner

Sudhir



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DT 168963

4. DEFINATION 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 the Agreement or any supplement thereof determining the mutual right, duties and obligation of the partner in relation to each other relation to LLP.

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

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

2. REGISTERD OFFICE & CONTRIBUTION:

2.1. The LLP shall have its Registered Office at Plot No. C-58/29, MEA Apartments, A-212, Sector-62, Noida- 201301, Uttar Pradesh and/ or at such other place or places, as shall be agreed to by the partners from time to time.

The Capital Contribution of the LLP shall be Rs. 1.00 lacs (Rupees One Lac Only) which shall be contributed by partner in the following proportion.

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

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



15 SEP 2017 For METRO SUITES HOMES LLP

Rohit
Designated Partner

For METRO SUITES HOMES LLP

Suchit
Designated Partner



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The Further Contribution if any required by the LLP shall be brought by the partner in their profit sharing ratio or as may be decided mutually by the partners.

2.3. All the partners of the LLP are entitled to share cumulative profits and other benefits and also all losses in the ratio of their respective contribution in the LLP.

2.4. The LLP may pay such rate of interest on capital and loan contributed by the partners, as may be decided mutually by the partners.

3. BUSINESS OF LLP:

3.1. To carry on the business as developers, promoters, builders, contractors, colonizers and to lay out develop, construct, build, erect, demolish, re erect, alter, repair, remodel or do any other activity relating to construction of any buildings or building scheme, roads, highways, docks, ships, bridges, canals, wells, springs, dams, powder plants, wharves, ports, reservoirs, embankments, tramways, railways, irrigation, reclamations, improvement, sanitary, water, gas or any other structural work of any kind whatsoever, to govt. contractor tender & any other construction work.

3.2. To build, develop IT parks, villas, farm houses, SEZ (Special Economic Zones modeling, town planning, develop any Economic Zones, Low income housing schemes or any other infrastructure development, project in India and Abroad, To provide consultancy in the field of any construction of development activity to act a real estate agent for the above said activities to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into the account, develop the same and dispose off or maintain the same and to build townships, Commercial Complex to manage or construct or other buildings or conveniences thereon and to equip the same deal with the same in any manner whatsoever.

For METRO SUITES HOMES LLP

Rohit Singh
Designated Partner

For METRO SUITES HOMES LLP

Sudhir
Designated Partner

15 SEP 2017



भारतीय गैर न्यायिक

पचास
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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BK 221082

3.3. To carry on the business as planner, designers, engineers, promoters, consultants advisor, interior decorator in all the matter connected with real estate and building, construction. to promote, manage and administer co-operatives, groups housing societies for buying, holding, maintaining and developing lands, buildings, facilities, amenities and to manage, sell, allot, lease out house, apartments, flats, shops, offices.

4. ADMISSION OF NEW PARTNER:

4.1. No person shall be introduced as a new partner without the consent of all the existing partners. Such incoming partners shall give his prior consent to act a partner of the LLP.

4.2. The contribution of the new partner may be tangible, moveable or immovable property.

4.3 The Profit Sharing Ratio of the incoming partner will be in the ratio as may be agreed between the existing partners of the LLP.

5. RIGHTS OF PARTNER:

15 SEP 2017 The partner hereto shall have the right, title and interest in all the assets and properties in the said LLP in the proportion of their contribution.

Every partner has a right to have access and inspect and take copies of any books of the LLP.

Each of the parties here to 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 the partners and the LLP shall have no objection there to provided that the said partners has

For METRO SUITES HOMES LLP

Rohit

For METRO SUITES HOMES LLP

Sudhik



intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.

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

5.5. 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. However upon insolvency of a partner his or her rights title and interest in the LLP shall come to an end. 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.

5.6. The retiring partner can not engage directly or indirectly in any line of business which is similar to the line of business of within one year of retiring either in his individual capacity or as a partner of another firm.

6. DUTIES OF PARTNERS

6.1. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of limited liability partnership from any transaction concerning the limited liability partnership or from any use by him of the property name or any business connected of the limited liability partnership.

6.2. 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 LLP.

6.3. Each partner shall render true account and full information of all things affecting the limited liability partnership to any partner on his legal representatives.

6.4. In case of any partner of the LLP desires to transfer or assign his interest or shares in the LLP, he has to offer the same to remaining partners by giving 15 days notice. In case none of the partner show interest in buying the interest or share of the offering partner within 15 days of receiving the notice then the offering partner can offer to cease to be partner of LLP and his interest or share shall be paid off.

6.5. No partner shall without the written consent of the majority of Partner.

Employ any money, goods and effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for benefit of the LLP.

Lend money or give credit on behalf of the LLP or to have any dealings within any persons, Company or firm whom the other partner previously in writing have forbidden it to trust or deal with.

15 SEP 2017 incurred through any breach of provisions shall be made good with the LLP by the Partner incurring the same.

For METRO SUITES HOMES LLP

Rohit

Designated Partner

For METRO SUITES HOMES LLP

Sudhir

Designated Partner



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 LLP or any asset or property thereof or make any other person a partner therein.

V. Compromise or compound (except upon payment in full) release or discharge any debit due to the LLP except upon the written consent given by the other partner.

7. MEETING:

7.1. The partners may meet as and when required by meeting of LLP but it shall not be necessary to call a meeting of partners, for carrying on any business for which any partner is duly authorized to do.

7.2. The meeting of partners may be held at any place as per the convenience of partners. The meeting can also be conducted through video conferencing.

7.3 Acts forbidden: Without the consent given in writing of the other partner no partner while he is a partner for the time being of the LLP shall:

a. Transfer, assign otherwise encumber his share in the assets or profits of the LLP.

b. Engage or be concerned or interested in any other business, directly or indirectly as and competing with the LLP.

c. Do any act that may conflict his interest with the interest of LLP or any of its other partners.

d. Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other partner shall have previously in writing forbidden to trust.

f. Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP.

g. Draw or accept or endorse any unauthorized bill of exchange or promissory Notes on LLP account.

h. Remit the whole or part of any Debt due to the LLP.

i. Lease, Sell Pledge or do other disposition of any of the LLP Property otherwise than in the ordinary course of business.

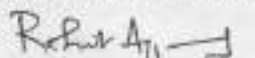
j. Commit to buy or buy any immovable property for the LLP.

k. Open a Banking Account on Behalf of LLP in his own name.

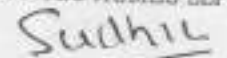
l. Commit to compromise or relinquish any claim in whole or in part of the LLP.

m. Withdraw a suit filed behalf of LLP.

For METRO SUITES HOMES LLP


Designated Partner

For METRO SUITES HOMES LLP


Designated Partner

15 SEP 2017



n. Admit any liability in a suit or proceedings the LLP.

o. Enter into any partnership, joint venture or float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

8. DUTIES OF DESIGNATED PARTNER:

8.1. THE First and Second Parties shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act 2008. Any new partner can also be appointed as Designated Partner with the consent of all the existing Partners.

8.2. The Designated Partner shall be responsible for 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.

8.3. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

8.4. The LLP may pay such remuneration to the Designated Partner as may be decided by the majority of the partners, for rendering his services as such.

8.5. The LLP shall indemnify and defend its partners and other officers from and against any 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 LLP except for the gross negligence or without misconduct of the partners or the officer seeking indemnification.

8.6. Any policy framed by the LLP in relation to day-to-day & smooth operations will be signed by all the designated partners and it will become effective accordingly.

9. CESSATION OF EXISTING PARTNERS:

9.1. 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 a partner.

9.2. 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.

10. EXTENT OF LIABILITY OF LLP

10.1. LLP is not bound by anything done by a partner in dealing with a person if

- I. The partner in fact has no authority to act for the LLP in doing a partnership act.
- II. The person knows that he has no authority or does not know or believe him to be a partner of the LLP.

11. SUPPLEMENTARY AGREEMENT:

For METRO SUITES HOMES LLP

Rohit
Designated Partner

For METRO SUITES HOMES LLP

Sudhir
Designated Partner



15-SEP-2017

11.1. For amending this LLP Agreement at point of time, a supplementary agreement needs to be executed and such agreement shall form part of this agreement and shall amend this agreement, to the extent provided therein and shall be governed by the same.

12. MISCELLANEOUS PROVISIONS:

The limited Liability Partnership shall indentify each partner in respect of payment made and personal liabilities incurred by him in the ordinary and proper conduct of the business of the Limited Liability Partnership.

13. WAIVERS AND AMENDMENTS:

13.1 All the matters not expressed provided in this agreement shall be decided unanimously by all the designated partners in writing.

13.2. Any amendment to this agreement can be done with the unanimous consent of all the designated partners after giving notice via e-mail to each of the partners

14. SERVER ABILITY:

14.1. If any provision of this agreement is found invalid or illegal, the remainder of this agreement shall be binding on the partners and shall be construed as if the invalid or illegal provision has been deleted from this agreement. The partners shall use all reasonable efforts to agree any substitute provisions for the invalid or illegal provision having as close as practicable the same commercial effect.

15. NOTICES:

15.1. Any notice in connection with this agreement shall be in writing in English and delivered by hand, Fax message, registered post or courier using a recognized courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax provided that, in either case where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following business day.

16. SETTLEMENT OF DISPUTES:

16.1. If there shall be any dispute controversy or claim (dispute) between the partners arising out of this Agreement, the partners shall use their best effort to resolve the matter on in amicable basis. The parties shall consider the use of mediation.

16.2 All disputes arising between partners, partners & legal representative of the partners or with LLP shall be settled by Arbitration as provided under the Arbitration & Conciliation Act, 1996 as if the

For METRO SUITES HOMES LLP

Rohit Aggarwal
Designated Partner

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For METRO SUITES HOMES LLP

Sudhik
Designated Partner

parties to the dispute have consented in writing for resolution of the dispute by arbitration and application of the provisions of the Arbitration and Conciliation Act, 1996.

16.3. All disputes with third parties will be resolved in Ghaziabad – Jurisdiction.

17. WHOLE AGREEMENT:

17.1. This Agreement constitutes the whole agreement and understanding of the partners with respect to the subject matter of this Agreement and, none of the Partners has entered into the Agreement in reliance upon any representation, Warranty or undertaking by or on behalf of any Partner which is not expressly set out in it. Provided that this clause shall not exclude any liability for the (or remand in respect of) fraudulent misrepresentation.

18. GOVERNING LAW:

18.1. This Agreement and any non-contractual obligation arising out of or in connection with this agreement shall be governed by, and interpreted in accordance with Indian Law.

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

For and on behalf of

METRO SUITES HOMES LLP

Partners:

For METRO SUITES HOMES LLP

1. Sudhir Kumar Rai Sudhir
Designated Partner

2. Rohit Aggarwal Rohit Aggarwal
Designated Partner

Witnesses:

Pawan Kumar Shrawan
B-127, Jagat Puri, Krishna
1. Nagar, Delhi - 110051
Pawan

2. Amit Malhotra
(AMIT MALHOTRA)
E-401, Street No-8
Shanki Marg, West
Vimal Nagar, Delhi-110092



ATTESTED

(Sandeep Sharma)
Reg. No. 1186/96
NOTARY PUBLIC
Ghaziabad (U.P.)

15 SEP 2017