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UPRERA, Lucknow (U.P.)

I/ We, M/S Shri Peetambara Infratech LLP via partner Aman Madaan promoter of a Limited Liability Partnership Firm having its office registered at GS-01, Vision Heights Housing Society, opposite Om Shanti Greens Rajghat Colony Shivpuri Road Jhansi, situated at Arazi No. 370, 265, 266, 368, 367, 364, 363 do solemnly affirm & declare as under:

- That we are developing a colony in the name of Namo Residency.
- 2 That we have not done any bookings / sales till date in the said project.
- That we also confirm that there is no other project registered on the same Khasra number That the above said statement is true and correct.

# SHRI PEETAMBARA INFRATECH LLP

SITE ADDRESS – NAMO RESIDENCY, KANPUR GWALIOR BYPASS, SIMARDHA, JHANSI (U.P.), 284003 LLP IDENTIFICATION NO.: AAY-6883, GSTIN – 09AENFS6341D1ZT

Date: 03-05-2022

# TO WHOMSOEVER IT MAY CONCERN

This is to declare and clarify that Shri Peetambara Infratech LLP is a Limited Liability Partnership firm, formed under LLP Act 2008. The firm has not appointed any Chairman, because firm only has its Designated Partners. The acts done by them and documents shall be binding on the LLP, until the same is withdrawn by giving written notice thereof.

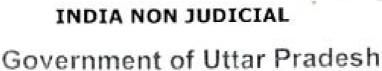
For:

Shri Peetambara Infrates

EMAIL ID : namoresidencyllp@gmail.com, WEBSITE : www.namoresidencyjhansi.com CONTACT: +91 9415057799,

+91 9935186919,

+91 9452230749



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SHRI PITAMBARA INFRATECH LLP

Article 5 Agreement or Memorandum of an agreement

LLP AGREEMENT

NA

: SHRI PITAMBARA INFRATECH LLP

SHRI PITAMBARA INFRATECH LLP

750

(Seven Hundred And Fifty only)



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

## SHRI PEETAMBARA INFRATECH LLP- AGREEMENT

THIS AGREEMENT made on Friday, the 21th day of September, 2021 at Jhansi, between the parties whose name and address are set out in Schedule I of this Agreement (hereinafter referred to as the "Partner").

The said parties desirous of entering into a new limited Liability Partnership, have got incorporated a LLP in the name of SHRI PEETAMBARA INFRATECH LLP LLPIN AAY-6883 (hereinafter referred to as "LLP") in terms of the LLP Act and for the sake of clarity

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amongst each other and for proper day to day, functioning for running of business, are putting the terms agreed upon for ruing of the LLP in writing, under this agreement.

1. Definitions- In this agreement unless the context otherwise requires:-

Accounting year" means the financial year as defined in the Limited Liability Partnership Act, 20

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

"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 each party to this Agreement who shall be a Partner in the LLP, within the meaning of LLP Act until they cease to be partner in accordance with the provisions of LLP Act or LLP. The name and addresses of the initial Partners are set forth in Schedule I. Additional persons as admitted in future shall become partner from the date of such admission. Any partner who retires shall cease to be partner from date of such retirement.

"Terms & conditions of this Agreement" or provisions of this Agreement" means the terms & conditions (provisions) as specified in this Agreement and shall also include all terms and conditions as amended, supplemented or deleted by supplementary agreements among the partners or partner with LLP.

The expression 'party' (also referred to as partner) include and mean his/her heirs, successors, assignees, administrators and legal representatives.

The term he, she, or it used in this agreement shall mean he, she or it as relevant in the context of concerned person/entity. The term his, her, have they, their or it used in this agreement shall mean his, her, has, have, they, their or it as relevant in the context of concerned person/entity.

Other terms have the same meaning as provided under the LLP Act.

- Incorporations of the LLP:- The incorporated LLP is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and qualified to do business and own properties.
- LLP name:- This LLP's name shall be SHRI PEETAMBARA INFRATECH LLP and the LLP shall be known by his name and its business under this name.
- 4. Registered Office:- The partnership business shall be carried on at the under mentioned address, which shall also be its registered office at GS-01 VISION HEIGHTS, OPPOSITE OM SHANTI GREEN COLONY RAJGHAT COLONY JHANSI (U.P.)-284003. The business shall also be carried from such other places as may be mutually decided by the partners from time to time.
- Term:- The LLP Agreement shall come into effect from the date of incorporation of LLP and shall continue until dissolved and liquidated in accordance with the Act.

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#### 6. Nature of the Business:-

6.1 The business of the LLP will be as specified in the Incorporation Document as under:

The Primary object of LLP is to acquires, builds, constructs and develops the immovable properties and also develops the residential houses under affordable housing schemes. and all business incidental thereto, whether as owners, co-owners, joint ventures, operators, franchisees, franchisers and/or any other business model.

To carry on the business of Builders, Masoners and General Construction and Contractors and to carry on the business of the proprietors of lands, flats, maisonetes, dwelling houses, shops, offices, industrial estates, lessees of lands, flats and other immoveable properties and for these purposes to purchase, take on lease or otherwise acquire and hold any lands or buildings of any tenure or description wherever situated, or rights or interests therein or connected therewith, to prepare building sites, and to construct, reconstruct, pull down, renovate, develop, alter, improve, decorate and furnish and maintain flats, hotels, malls, educational institutes, hospitals, maisonettes, dwelling houses, shops, offices, buildings, industrial estates, works and conveniences, and sell the same on ownership basis, installment basis or loose basis and rental basis and transfer such buildings to co-operative societies, limited companies, bodies corporate or association of persons or individuals as the case may be, to lay out roads and pleasure gardens and recreation grounds to plant, drain or otherwise improve the land or any part thereof and to promote, operate and manage various immoveable properties and other real estate assets, and to develop, acquire and invest, either directly or indirectly, in income producing immoveable properties in India and to also undertake development and maintenance of infrastructure projects in all areas of infrastructure including but not limited to facilities such as road, power, water and industrial infrastructure

6.2 Incidental or ancillary powers:- The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing. The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business. It may also include any other business conducted in such manner as may be decided by the majority of Partners from time to time. Nothing set forth in this Agreement shall be construed as authorizing the Partners to possess any purpose or power, or to do any act or thing, forbidden by law to a LLP formed under the LLP Act.

#### 7. Contributions of partners:-

- 7.1 Initial capital of the LLP shall be contributed by the Partners as specified in Schedule I, in form of cash and/or property and shall be credited to account of each partner, called Capital or contribution account. The partners agrees to subscribe additional contribution in the ratio as agreed upon whenever it as required to do so.
- 7.2 The partners may advance amount over his due contributions to capital, which shall be treated as a debt due from the LLP and shall be credited to accounts called Loan or Current accounts of each partner, which will be a debt, together with the interest due thereon on the LLP and paid as mutually agreed upon by the partners from time to time.

7.3 Interest on Partners Accounts- No partners shall be entitled to interest on the credit balance in his capital, current, loan or any other account, which shall accrue on day to day basis. It is clarified that the withdrawals made by any partner shall be deemed to be out of salary and share of net profit due to such partner and not out of his credit balance in any account even if the partner and profit is credit at year and it is also agreed and clarified that in case

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any partner effects abnormal withdrawals which act is not objected to by other partners and the current account of such partner turns into a debit balance, he will not be under obligation to pay any stipulated interest. If it is covered capital of other partners or any other depositors deposit on which interest is not paid.

8 REMUNERATION: That all the parties to this deed have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partner. It is hereby agreed that in consideration of the above said parties working in the partnership they shall be entitled to remuneration as under:

1) Mr. Awtar Singh
2) Mr. Aman Madaan
3) Mrs. Ramandeep Kaur
4) Mr. Pavan Kumar Sahu
5) Mrs. Sapna Sahu
6) Mr. Sashikant Dwivedi
Rs. 3,00,000/- per month
Rs. 1,20,000/- per month
Rs. 4,00,000/- per month
Rs. 4,00,000/- per month

9. Accounting of Interest/Remuneration: Thought principally interest and remuneration due to cash partner will accrue to day with the commencement of the accounting year. Yet it is agreed that the interest and salary due to each partner may be calculated and paid or credited to his account at any time during the financial year and such entries shall always be deemed to have been authorised by and done under this agreement.

# 10. Maintenance of books of Accounts and Sharing of Profits and losses:-

10.1 The accounts of the LLP shall be maintained according to the generally accepted accounting principles and closed on 31st March every year and the profits determined, after accounting for all expenses relating to the business as well as interest and remuneration payable to the partners and distributed according to the profit & loss sharing ratio of Partners as mentioned in Schedule I and credited to their current account.

10.2 The account of LLP may be got audited by a Chartered Accountant and approved by all the designated partners of LLP which will be binding on all partners.

10.3 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 a going concerns, than the surviving old partners with consent of new partners may determine profits of the LLP, by preparing final accounts up to the date of such change or defer profits 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. Nature of LLP interest: - The interests of partner in the LLP constitute their personal estate. In the event of the death or legal disability of any partner, the executor, trustee or administrator, of such partner shall be bound by the provisions of this LLP agreement. In the case of a partner, which is not a natural person, the successor of such partner shall be bound by the provisions of this LLP agreement.

#### 12. Banking

12.1 The designated partner(s) as agreed upon shall be entitled to operate bank account(s) opened in the name of the LLP, It is clarified that designated partner namely Mr. Aman Madaan ,Mr. Shahsikant Dwivedi and Mr. Pavan Kumar Sahu are jointly authorized to sign and operate the banks accounts.

12.2 Bach partner is authorised to raise loans for LLP from banks, financial institutions etc. by hypothecating/ pledging the LLP's s assets by signing individually and severally, and all such

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acts done by him shall be deemed to have been done on behalf of the LLP and all the partners would not require any reference/confirmation from others partners.

### 13. Powers of Partners

- 13.1 Each of the partners is empowered to perform all acts for and on behalf of the LLP.
- 13.2 Either of the partner is authorised to execute and sign individually and severally agreements(except title deeds), bill to receive payment, issue receipts, any other document concerning the firm and or in general to do any other act on behalf of the firm which shall be deemed to have done by all the; partner on behalf of the firm.
- 13.3 In reference to the object of LLP any transaction relating to buying, selling, transfer of any immovable properties has to be executed by joint signature of the following parties:-
  - Shri Aman Madan 2 ) Shri Pavan Kumar Sahu 3) Shri Shasikant Dwivedi

Further the above three designated partner can authorized any other person /partner to execute purchase and sale of immovable property by passing the resolution signed jointly.

13.4 The partners may extend the business activities of the firm to other field(s) as mutually decided. The partnership activities shall also cover all such commercial ways and means of maximising income with the investment/ utilisation of income/ funds and assets available at its disposal in such manner: as the partners may choose from time to time.

# 14. Obligations of Partners

- 14.1 The designated partner(s) should comply with all requirements of the LLP Act. All partners other than Designated Partners of the LLP shall normally be not looking after day to day business of the LLP, unless agreed upon between the partners.
- 14.2 No partner shall without the consent of all other partners. Mortgage, charge or assign his share in the assets or profits of the LLP or give any security or promise for the payment of money on account of the LLP except in the ordinary courses of business.
- 15. Liability of Partner:- The Liability of the partners shall be limited to their capital contribution in terms of LLP Act 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 accounts or the capital account of any other partner (if such deficit occurs).

Unless expressly provided otherwise in this Act, any of the designated partner shall be-

- (a) 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 this
- (b) Liable to all penalties imposed on the Limited Liability Partnership for any contravention of those provisions.

# 16. Change in partners

16.1 New partner of this LLP may be introduced with the consent of all the partners. This agreement shall be binding on the new partner admitted and a supplementary agreement in writing shall be drawn to indicate the consequent share of profit/loss and the extent of revision (if any) in the capital contribution amongst the existing and incoming purtners consequent to

dmission of new partner(s).

- 16.2 The partners may appoint more Designated Partners by majority vote of the Partners. The Designated partners may their unanimous decision delegate their powers to any one or more Designated Partners or any other person, as they may consider fit or necessary for management of the affairs of the LLP from time to time and similarly withdraw the same.
- 16.3 Voluntary Withdrawal of a Partner:- Each partner convenats and agrees that they will not withdraw from the LLP without the consent of the other partners (such consent not to be unreasonably withheld or delayed ) which shall be granted from the date agreed upon and thereafter the withdrawing partner shall cease to have any further rights or interest in LLP.
- 16.4 Death of Partner on death of any partner. The LLP shall not be dissolved but will continue as a going concern, with the surviving partners by admitting legal(s) of the deceased partner so long as the legal heir(s) is are qualified to be partner(s) in terms of the LLP Act failing which the LLP shall be continued with the remaining partner on such terms and conditions and modification as the remaining partners may decide from time to time.
- 16.5 Terms of payment/purchase of share: Price of the share of deceased/ withdrawing partner shall be the amount which may be outstanding along with accrued profits at the date of retirement/ death.
- 16.6 Expulsion of partner and termination of LLP: If any partner assign, charge or encumber his share in the LLP, without the consent of other partners or becomes bankrupt or lunatic or otherwise permanently incapable of attending to the LLP business, or commit of any breach of any of the provisions of this agreement commits any criminal offence or do or suffer any act which would be a ground for the dissolution of the LLP by the court/ tribunal then it shall be lawful for other partner by notice in writing to the offending or incapacited partner or is trustee or official assignee to determine his share in LLP whereupon such partner shall be terminated from LLP and the other partner shall have the option to purchase his share and pay the purchase price to the offending partner of his trustee or official assignee in accordance with above clause.

If a partner retires or becomes insolvent, the LLP will not be dissolved and the remaining partner shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding clause.

- 16.7 Removal of partners:- If partner having more than 75% share in the profit sharing ratio deem fit in the interest of the LLP, they may remove a partner from the LLP by serving upon such partner a notice of removal, duly signed by them, all least one month prior to the date of removal clearly indicating the date of removal, unless otherwise agreed upon, such partner shall stand remove from the date of removal mentioned in the said notice.
- 16.8 Upon retirement, death, removal of any of the partner or otherwise LLP shall make payment of all the dues owing to such partner within 3 month of retirement death/ removal failing which the LLP shall be liable to pay interest @ 18% per annum compounded annually from the date of such event.
- 17.1 Decision in relation to LLP:- Unless otherwise agreed, all decisions will be made on a majority basis by partners. The value of voting right of a partner shall be according to the percentage of share on profit of LLP.

17.2 Meetings: - Periodic meetings shall be held as determined by the partners. Meetings of the Partners for any specific purpose may be called at any time by any partner. Notice of the time and place of meting shall be delivered by the designated partners 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 his address as it appears upon the records of the

18. Common Seal:- The partners may adopt a common seal of the LLP in such form as the partners may decide and shall be affixed to any document or contract, as and when required.

19.. Arbitration:- All disputes and difference whatsoever which may arise between LLP, the partners and/ or legal heirs of deceased partner relating to any matter relating to affairs of the LLP or interpretation of this agreement during the continuation of this LLP or afterwards shall be referred to a sole arbitrator, or as the parties agree upon in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and whose decision shall be conclusive and binding upon all.

20. Amendments: - The partner may amend, supplement or delete by supplementary agreements any of the terms of this LLP, including the name and business of LLP as per LLP Act.

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# SCHEDULE I

# A- DESIGNATED PARTNERS

S.N	Name of partners, fathers name, full address, occupation and date of birth	(Rs.)	Profit & loss %
i.	Mr. Awtar Singh Designated Partner DPIN: 08588355 452/2A CP mission Compound Jhansi Age:-72 Years	1,70,000 (One Lac Seventy Thousands)	23.00%
2.	Mr. Aman Madaan Designated Partner DPIN 05337146 452/2A CP mission Compound Jhansi(U.P.) Age:-40 years	1,70,000 (One Lac Seventy Thousands)	2.00%
3	Mrs. Ramandip Kaur 452/2A CP mission Compound Jhansi(U.P.) Age:-39 years	(One Lac Seventy Thousands)	11.00%
4.	Mr. Pavan Kumar Sahu Designated Partner DPIN 05125596 91/1 Civil Lines Jhansi Age:-42 years	1,70,000 (One Lac Seventy Thousands)	30.00%
5.	Mrs. Sapna Sahu 91/1 Civil Lines Jhansi Age:-39 years	1,70,000 (One Lac Seventy Thousands)	
6.	Mr. Shashikant Dwivedi Designated Partner DPIN 08301800 1054/2A Khati baba Mandir Isai tola Jhansi Age:-47 years	1,70,000 (One Lac Seventy Thousands)	24.00%

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IN WITNESS WHEREOF, the parties hereto have hereunto said and subscribed their respective hands the day and year first herein above written.

S.NO	Name & address of partners	Signature	Name and address of Witness
lê	Mr. Awtar Singh Designated Partner DPIN: 08588355 452/2A CP mission Compound Jhansi Age:-72 Years	Austre sings	POHAN VEPMA Without A-col. this
2.	Mr. Aman Madaan Designated Partner DPIN 05337146 452/2A CP mission Compound Jhansi(U.P.) Age:-40 years	Cart	GO.143, GUDRI BAZA JHAHSI.
3	Mrs. Ramandip Kaur 452/2A CP mission Compound Jhansi(U.P.) Age:-39 years	paradey	Towell Mishra
4.	Mr. Pavan Kumar Sahu Designated Partner DPIN 05125596 91/1 Civil Lines Jhansi Age:-42 years	3-/6.	RICHARU HAYARAN RICHARU HAYARAN RICHAS, GIUCKI BATONK, JIHANSI,
5.	Mrs. Sapna Sahu 91/1 Civil Lines Jhansi Age:-39 years	स्वना व्यक्	ROWEN VERMA, RECI. VISION HEIGH CANARGIRD, THE
6.	Mr. Shashikant Dwivedi Designated Partner DPIN 08301800 1054/2A Khati baba Mandir Isai to Jhansi	la (III)	1998. Conductanta

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SHREE PEETAMBARA INFRATECH LLP

Article 5 Agreement or Memorandum of an agreement.

Not Applicable

SHREE PEETAMBARA INFRATECH LLP

Not Applicable

SHREE PEETAMBARA INFRATECH LLP

(Six Hundred And Fifty only)





## SHRI PEETAMBARA INFRATECH LLP - Modification Agreement

LLPIN AAY- 6883 - Modification-I

THIS MODIFICATION LLP AGREEMENT is made on Friday, the 31th day of January, 2022 to change and modify Schedule I of original agreement dated 21st September 2021 by change of bution and other details of partners, as per details mentioned in Schedule 1. details, contri-

The parties whose names and addresses are set out (hereinafter referred to as the "Partner") have entered into Limited Liability Partnership in the name of SHRI PEETAMBARA INFRATECH LLP interms of the LLP act and for the sake of clarity amongst each other and for proper day to day

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Second Party ROOP NARAYAN

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Stamp Duty Amount(Rs.)

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functioning for running of business are desirous of putting the terms agreed upon for running of the LLP in writing.

Now this deed witnesses and it is hereby mutually agreed that they have become partners upon the terms and conditions stated and recorded herein and this agreement shall be part and parcel of original agreement dated, 21<sup>st</sup> September 2021.

### SCHEDULE I

### A- DESIGNATED PARTNERS

S. No	Name of partners, fathers name, full address, occupation and date of birth	Capital Contribution (Rs.)	Profit & loss %
1.	Mr. Awtar Singh Designated Partner DPIN: 08588355 452/2A CP mission Compound Jhansi Age:-72 Years	1,70,000 (One Lac Seventy Thousands)	21.00%
2.	Mr. Aman Madaan Designated Partner DPIN 05337146 452/2A CP mission Compound Jhansi(U.P.) Age:-40 years	1,70,000 (One Lac Seventy Thousands)	2.00%
3	Mrs. Ramandip Kaur 452/2A CP mission Compound Jhansi(U.P.) Age:-39 years	1,70,000 (One Lac Seventy Thousands)	11.00%
4.	Mr. Pavan Kumar Sahu Designated Partner DPIN 05125596 91/1 Civil Lines Jhansi Age:-42 years	1,70,000 (One Lac Seventy Thousands)	28.00%
5.	Mrs. Sapna Sahu 91/1 Civil Lines Jhansi Age:-39 years	1,70,000 (One Lac Seventy Thousands)	10.00%

Б.	Mr. Shashikant Dwivedi Designated Partner DPIN 08301800 1054/2A Khati baba Mandir Isai tola Jhansi Age:-47 years	(One Lac Sixty Five Thousands)	23.00%	N/N
7.	Mr. Roop Narayan Designated Partner DPIN 09481217 1051,Civil Line Near Shrinath Hotel Jhansi Age:-63 year	5,000 (Five Thousands)	5.00%	Z.

IN WITNESS WHEREOF the parties here to have hereunto set and subscribed their respective hands the day and year first here in above written.

# A. DESINATED PARTNER

Sr. No.	Name & Address of Partner	Signature
1.	Mr. Awtar Singh	Amilar Sings
2.	Mr. Aman Madaan	puls.
3.	Mr. Roop Narayan	Hose Juny
4.	Mr. Pavan Kumar Sahu	Bur / Ex.

6.	Mr. Shashikant Dwivedi	0
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# B. OTHER PARTNERS

Sr. No.	Name & Address of Partner	Signature
1.	Mrs Ramandip Kaur	parraideer barr
2.	Mrs Sapna Sahu	e14-11 (119)

In presence of Witness:

1. Sylvash Sgarsof Anguren Colony Bada Grown bala Bahan Thansi.

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### Consent of partners/designated partners

I,Roop Narayan hereby give my consent to become a Partner of the SHRI PEETAMBARA INFRATECH LLP pursuant to section 7(4)/25(3)(c) of the Limited Liability Partnership Act,2008.

I also hereby undertake to contribute money or other property or other benefit or to perform services for LLP as per my obligations, i.e. Rs. 5000 (Rupees Five Thousand Only).

(Roop Narayan)

DPIN 09481217

Designated Partner

Dated: 31.01.2022

# SHRI PEETAMBARA INFRATECH LLP

#### LLPIN-AAY-6883

Copy of resolution passed in the meeting of Designated Partners of Shri Peetambara Infratech LLP held at its Registered Office at GS-01 VISION HEIGHTS, OPPOSITE OM SHANTI GREEN COLONY RAJGHAT COLONY JHANSI (U.P.)-284003 on Friday, the 21st January 2022 at 11.00 A.M

Appointment of Mr. Roop Narayan DPIN 09481217 as Designated Partner.

Unanimously, the following resolution was proposed and passed:

RESOLVED that Mr. Roop Narayan be and is hereby appointed Designated Partner of the LLP.

Transfer of contribution of Shri Awtar Singh Designated Partner.

As per Schedule I of LLP agreement Shri Awtar Singh Designated Partner has offered to reduce his contribution to 0% and agreed to offer/ transfer his 2% Profit share to Shri Roop Narayan Designated Partner. Unanimously the following resolutions were proposed and passed.

Transfer of contribution of Shri Pavan Kumar Sahu Designated Partner.

As per Schedule I of LLP agreement Shri Pavan Kumar sahu Designated Partner has offered to reduce his contribution to 0% and agreed to offer/ transfer his 2% Profit share to Shri Roop Narayan Designated Partner. Unanimously the following resolutions were proposed and passed.

Transfer of contribution of Shri Shashikant Dwivedi Designated Partner.

Asset Schedule I of LLP agreement Shri Shashikant Dwivedi Designated Partner has offered to reduce his contribution to 5000 and agreed to offer/ transfer his 1% Profit share to Shri Roop Narayan Designated Partner. Unanimously the following resolutions were proposed and passed.

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