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Unique Doc. Reference	: SUBIN-UPUP1424730427946147924945T
Purchased by	: ORO REAL INFRA LLP
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: ORO REAL INFRA LLP
Second Party	: Not Applicable
Stamp Duty Paid By	: ORO REAL INFRA LLP
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Bhulok Infratech Pvt. Ltd.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shocestamp.com' or using e-Stamp Mobile App of Shock 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.
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Stamp Duty of Rs100 paid via Certificate No IN-UP-19784034861591T

SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP
AGREEMENT

THIS Supplementary Agreement of Limited Liability Partnership made at Lucknow on the 30TH Day of JULY, 2021.

BETWEEN

1. **Mr. DINESH KUMAR, S/o Mr. KANHAIYA LAL, R/o E-2/2, GURUDWARA ROAD, PAPER MILL COLONY, NISHATGANJ, MAHANAGAR, LUCKNOW, UTTAR PRADESH INDIA 226006** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

And

2. **Mr. ATUL KUMAR SAXENA S/O BRIJ KISHORE SAXENA R/O HOUSE NO. 200, ELDECO GREEN, GOMTINAGAR LUCKNOW 226010** which expression shall, unless it be repugnant to the subject or context thereof, includes her legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

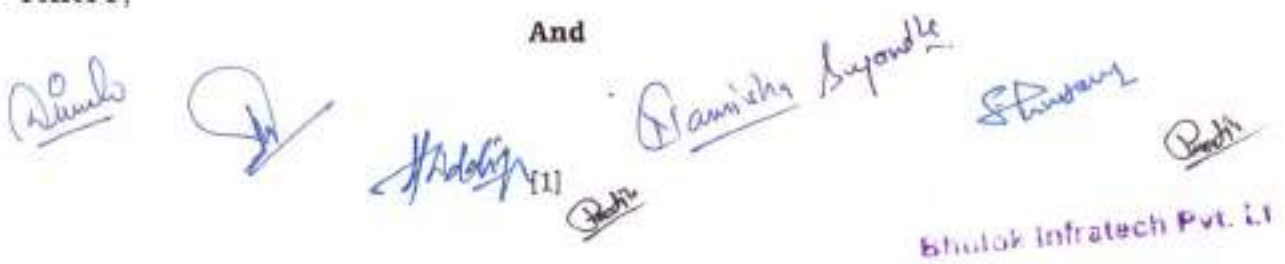
And

3. **Mr. IJHARUL HAQ SIDDIQUI, S/o Mr. Qamrul Haq Siddiqui, R/o House No-20, Behind Career Convent School, Sector-10, Extension Vikas Nagar Lucknow 226022** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PARTY**,

And

4. **Mr. PRATEEK KUMAR SRIVASTAVA, S/o Mr. Shiv Pujan Srivastava, R/o H No.3, Belavajor Ojha Kaptanganj Basti 272155** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FOURTH PARTY**,

And


Bhulok Infotech Pvt. Ltd.

5. **Mrs. NAMISHA SINGH, D/o Mr. Janak Singh, R/o 489, 3RD Lane, Nishatganj, Lucknow 226007** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIFTH PARTY**,

And

6. **Mrs. SUGANDHA AGARWAL, D/o Mr Surendra Kumar Agarwal, R/o MM-201 Sector-D Aliganj Lucknow 226022** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **SIXTH PARTY**,

And

7. **M/S. SANJEEV SRIVASTAVA HUF (PAN-AAWHS3143N), REPRESENTED BY SMT SHWETA SRIVASTAVA AS NOMINEE AS PARTNER, R/o C-105, Marigold Appartments, Indira Nagar, Lucknow** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **SEVENTH PARTY**

And

8. **M/S BHULOK INFRATECH PRIVATE LIMITED, REPRESENTED BY AS NOMINEE AS PARTNER SHRI PRATEEK KUMAR SRIVASTAVA, R/o H No.3, Belavajor Ojha Kaptanganj Basti 272155** which expression shall, unless it be repugnant to the subject or context thereof, includes his legal heirs, successors, nominees and permitted assignees and hereinafter called the **EIGHTH PARTY**

(THE FIRST AND SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A DESIGNATED PARTNERS AND OTHER PARTIES INDIVIDUALLY AND COLLECTIVELY KNOWN AS PARTNERS)

Now the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Party is inserted to get added in LLP and continue Limited Partnership firm founded by First Designated Partner and M/S ORO CONSTRUCTION PRIVATE LIMITED, Represented By Atul Kumar Saxena Nominee As Designated Partner, M/s ORO CONSTRUCTION PRIVATE LIMITED hereby retire and shall be deemed to have retired from the LLP as from 30TH JULY, 2021 and admission of Atul Kumar Saxena as Designated Partner on the place of M/S ORO CONSTRUCTION PRIVATE LIMITED in the LLP has been made on 30TH July, 2021.


[2]
Atul Kumar Saxena
Namisha Singh
Sugandha Agarwal
Shri Prateek Kumar Srivastava
Bhulok Infratech Pvt. Ltd.

WHEREAS the above-mentioned parties have mutually agreed to carry on the business and other ancillary businesses, more particularly described in the **Schedule-I** annexed herewith or any other business in any other manner as may be decided by the consent of both the Partners. Unless otherwise prescribed, all the decisions of the LLP would be taken by the consent of majority of Partners.

Further the liability of the Partners would be limited to the extent of their contribution only, except in case of frauds or any unauthorized action or anything done or action taken which is not considered as taken in ordinary course of business and in such cases such parties shall be responsible.

NOW the First and Second, Party are agreed to form a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

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

1. Definitions

The word and phrases used in this agreement, shall take their interpretation from the word and phrases as defined in the Limited Liability Act, 2008 or as per the rules circular, notification or clarification issued by the Central Government pertaining to said Act.

In case any word or phrase which has not be defined in the manner as detailed above and the same has not been defined in this agreement, then the same shall be interpreted in accordance to the General Clauses Act, 1897

2. Name of the LLP

A Limited Liability Partnership shall be carried on in the name and style of '**M/s ORO REAL INFRA LLP** Hereinafter referred to as 'ORO REAL INFRA LLP' or 'The LLP' or 'The Limited Liability Partnership'.

The Name of the LLP can be changed with the consent of majority of Parties to this agreement.

3. Registered office

The Registered Office of Limited Liability Partnership shall be at **UNIT NO 503, 5TH FLOOR, ELDECO CORPORATE TOWER, VIBHUTI KHAND, GOMTI NAGAR LUCKNOW UP 226010** IN The LLP may shift the registered office or may open or close any branch office at such other place or places, with the consent of majority of the parties to this agreement.


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Bhulok Infotech Pvt. Ltd

4. Property of LLP

All the assets created and owned by or acquired and belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no Partner shall be entitled to use for themselves any such property otherwise than as a client or customer in its ordinary course of business.

5. Object of the Limited Liability Partnership

As described in the **Schedule-I** annexed herewith the Agreement or any other business in any other manner as may be decided by both the parties to this agreement by passing a resolution at a duly convened partner's meeting in this context.

PARTNERS

6. Admission of New Partner

Seven New Partners has been inducted with the consent of Party First and Party Second.

7. Rights of Partners

- (i) All the Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their contribution to the capital.
- (ii) **Right to Receive Profits or Loss:** - The Net Profit or Loss of the Limited Liability Partnership, as per the financial statements prepared by the Limited Liability Partnership, after deduction of all expenses like salaries, interest, and other establishment, shall be divided and distributed among the partners on the close of the financial year in the following proportion: -

S. No.	Name of Partner	Percentage Share
1.	DINESH KUMAR	15.00 %
2.	ATUL KUMAR SAXENA	15.00 %
3.	IJHARUL HAQ SIDDIQUI	15.00 %
4.	PRATEEK KUMAR SRIVASTAVA	0.50 %
5.	NAMISHA SINGH	15.00 %
6.	SUGANDHA AGARWAL	5.00 %
7.	SANJEEV SRIVASTAVA HUF, REPRESENTED BY SMT SHWETA SRIVASTAVA AS NOMINEE AS PARTNER	10.00 %
8.	BHULOK INFRATECH PRIVATE LIMITED, REPRESENTED BY AS NOMINEE AS PARTNER SHRI PRATEEK KUMAR SRIVASTAVA	24.50 %
Total		100%

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Sugandha

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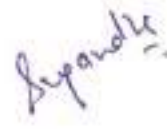
Bhulok Infratech Pvt. Ltd.

- (iii) The profit sharing ratio of the Partners may be altered subject to approval of all Partners, and alteration of the LLP Agreement to this effect and necessary compliance with all the requirements under the Act and Rules.
- (iv) **Right to Receive Remuneration:** - Every partner shall be entitled to receive minimum monthly remuneration as specified below, subject to the maximum amount of annual remuneration which could be paid to them. The annual remuneration may be reduced or enhanced looking to the Book profit as per the provision of section 40(b) of the Income Tax Act, 1961. The remuneration shall be payable in accordance with any mode as may be decided upon, and can be paid monthly or yearly either in cash or adjusted to their respective accounts at the time of closing of the accounting year / period.

The LLP shall **indemnify** and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

- (v) **Right to Interest on Fund Contributed:** - Every Partner shall entitle to receive Interest @ 9 % (Nine Percent) per annum simple interest on the amount standing to the credit of the contribution, capital, current or loan account or any other account of the partner. Such interest shall be calculated and credited to the account of each partner at the close of the financial year. The partners shall be at liberty to increase or reduce the above rate of interest from time to time. However, in case of loss or inadequate income, rate of interest can be Nil or lower than 9 % (Nine Percent) per annum, as may be agreed to by and among the partners from time to time.
- (vi) **Right to Withdraw Fund:** - The said partner shall be entitled to withdraw any amount during the year from the Limited Liability Partnership towards their yearly remuneration, share of profit or out of their current, loan or capital account from time to time as may be decided among the partners by mutual consent.
- (vii) Fund given to LLP as the Contribution, as committed as per the said LLP agreement, shall not be withdrawn unless the said partner ceases to remain as the partner of LLP.

If there is any debit balance in the account of any partner, interest at the rate of 9 % will be payable by the partner.

      
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Ethiotech Pvt. Ltd

(viii) **Right to Transfer or Assignment of rights:**

- (a) In case, any of the Partners of the LLP desires to transfer or assign his interest in the LLP, he has to first offer the same to another partner, party to this LLP Agreement by giving 60 days' written notice.
- (b) In case none of the partner acquire his right, then the retiring partner cannot transfer the same to any person other than who is not a partner of this LLP.
- (c) Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

(ix) **Right of Voting** - Any matter or issue relating to the limited liability partnership, including matter relating to change in the nature of business of the limited liability partnership, shall be decided by a resolution passed with the consent of majority of partners, and for this purpose, each partner shall have one vote.

(x) Every Partner has a right to have access to and to inspect and copy any books of account / documents, form, return, report etc. of the LLP.

8. **Duties of Partners**

(i) **Contribution**

- (a) In compliance to the provision of Chapter VI of the Limited Liability Partnership Act, 2008 the initial contribution of the LLP shall be ₹100,000/- (One Lac Only) which shall be contributed by the Partners in the following proportions:

- (a) Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent majority of the Partners from time to time.
- (b) The Contribution of a Partner may be tangible, intangible, moveable or immovable property or otherwise. Further any contribution by Partner other than cash would be accepted only with the consent majority of the Partners.

(ii) **Resignation / Retirement of Partner**

- (a) Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than Sixty (60) days to the other Partners of his intention to **resign/ retire** as Partner.



PARTY'S NAME	AMOUNT(Rs.)	AMOUNT(IN WORDS)
First Party	15000	Rupees Fifteen Thousand Only
Second Party	15000	Rupees Fifteen Thousand Only
Third Party	15000	Rupees Fifteen Thousand Only
Fourth Party	500	Rupees Five Hundred Only
Fifth Party	15000	Rupees Fifteen Thousand Only
Sixth Party	5000	Rupees Five Thousand Only
Seventh Party	10000	Rupees Ten Thousand Only
Eighth Party	24500	Rupees Twenty Four Thousand Five Hundred Only

(b) On the expiry of the notice period or at an earlier date at the discretion of any Party of this agreement, the resigning/ retiring Partner shall cease to be a Partner in the LLP.

(c)

(iii) **Cessation of Partner**

A partner shall Cease to be partner of the LLP: -

- On his death or dissolution of the LLP Incase of death , his/her legal heir shall become the partner of the LLP
- If he is declared to be of unsound mind by a competent court.
- If he has applied to be adjudged as an insolvent or declared as an insolvent.

(iv) **Expulsion of Partner**

- If a partner is found carrying, on any business in his individual capacity which is similar to the nature of business being done or proposed to be done by this LLP.
- Carries on any business in the capacity of the partner of this LLP but the said work and income therefrom is not disclosed to the LLP.

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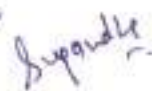
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- (c) If any of the partners believe that any act done by defaulting partner, does not make him worthy of being partner of this LLP, the partners shall take this matter for arbitration for expulsion of such partner and the award given by arbitrator shall be binding upon all the parties to this agreement. The partner alleged to be defaulting partner shall get an opportunity to be heard before arbitrator.
- (d) A Partner may be expelled by giving a notice of ten (10) days from the date of decision given by arbitrator.

Every Partner shall **indemnify** the Limited Liability Partnership and the other existing Partners for any loss caused to it by their fraud in the conduct of the business of the Limited Liability Partnership.

9. Settlement of Accounts on Resignation/ Retirement / Cessation / Expulsion of Partner

- (i) The accounts of the LLP shall be taken as closed on the date of **Death, Resignation /Retirement/ Transfer of partners' rights to other persons/ person** other than existing partners, and the amount found due from or payable up to the time of demise / resignation / retirement of Partner/ Partners whose rights are being transferred, shall be paid off at the earliest as may be decided by Designated Partner(s) of the LLP, subject to adjustment of books of accounts made till the date of death or resignation or retirement etc. The said books of accounts shall include the Partner's share of profit or loss, for the broken period from the start of the financial year in which his death or retirement or resignation occurs until the end of the calendar month in which the event takes place, his share in Reserves and Balance of his contribution after making necessary adjustment as per accounting policy of the LLP. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.
- (ii) On the death of a Partner (s), the survivor (s) or his nominee (s) or legal representatives, may be partner of the LLP with his consent and the mutual consent of remaining partner(s) of the LLP.
- (iii) Upon the death or retirement of any of the Partner (s) herein the heirs, survivor (s) or legal representatives and administrators of such deceased Partners or retired partner(s) shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased or retired Partner as value decided by Government approved valuer appointed by the continuing partner.
- (iv) On the death of any Partner, if his or her heir / heirs opt not to become the Partner, the surviving Partner(s) shall have right to admit new partner with the consent of heir/heirs of deceased partner.


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DESIGNATED PARTNERS

10. Initial Designated Partners

The following Partners shall be the initial designated partners of the said LLP: -

S. No	Name of the Partner
1.	DINESH KUMAR
2.	ATUL KUMAR SAXENA

11. Appointment of Designated Partners

- (i) Any person who is eligible to become partner may be appointed as designated partner of this LLP, if it is approved by majority of the partner's subject to approval of **First and Second, Party** to this agreement.
- (ii) The proposed designated partner shall be required to give his consent to be appointed as the designated partner.

12. Resignation of Designated Partner

- (i) A Designated Partner may cease to be a designated Partner of the LLP by giving a notice in writing of not less than sixty (60) days to the other Partners of his intention to resign / retire as designated Partner.
- (ii) On the expiry of the notice period or at an earlier date at the discretion of any party of this agreement, the resigning/ retiring Designated Partner shall cease to be a Designated Partner in the LLP.
- (iii) Resignation given by a partner with respect to his intent of not being a designated partner, shall not result in resignation / cessation as a partner of the LLP, unless the same is also expressed by the resigning designated partner.

13. Powers of Designated Partner

- (i) The business of the LLP shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of the LLP.
- (ii) Provided that the Designated Partners shall not, except with the consent of majority of the Partners: -
 - (a) Sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
 - (b) Remit or give time for the repayment of, any debt by a Designated Partner;
 - (c) Invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such

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- undertaking as is referred to in Clause (i) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- (d) Contribute to Charitable and other funds not directly relating to the business of the LLP or the welfare of its employees any amounts, the aggregate of which in any financial year shall not exceed the amount as may be decided by the partners of LLP.
- (iii) Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers to be exercise forcefully:
- (a) **To open and Operate Bank Account for and on behalf of LLP with any of the Scheduled Commercial Bank. The Bank account so opened shall be operated by any of the designated partners either singly or jointly, as may be mutually decided.**
 - (b) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
 - (c) To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title the Designated Partners may believe or may be advised to be reasonably satisfactory.
 - (d) To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
 - (e) To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the LLP and its unpaid contribution for the time being or in such manner as they may think fit, and as decided by all the Designated Partners.
 - (f) To appoint any person to accept and to hold in trust for the LLP, any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
 - (g) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
 - (h) To act on behalf of the LLP in all matters relating to bankrupts and insolvents.

- (i) To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP as determined by all the Designated Partners
- (j) To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realise such investments.
- (k) To execute in the name and on behalf of the LLP in favour of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- (l) To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheque, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
- (m) To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
- (n) To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex-employees of the LLP and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chaw or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the majority of Designated Partners shall think fit.
- (o) To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.
- (p) To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think it, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in

such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.

- (q) To comply with requirements of any local law which in their opinion it shall in the interest of the LLP be necessary or expedient to comply with.
- (r) From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
- (s) From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
- (t) At any time and from time to time by Power of Attorney under the Seal of the LLP, if any, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners thinks fit) be made in favour of the Members of any local board, established as aforesaid or in favour of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favor of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.
- (u) For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.

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- (v) From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.
 - (w) The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of the LLP.
 - (x) All cheque, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.
- (iv) All the Designated Partners may, by way of a written consent, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.
 - (v) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
 - (vi) The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

14. Duties of Designated Partner

Every Designated Partner shall **indemnify** the Limited Liability Partnership and the other existing Partners for any loss caused to it by their fraud in the conduct of the business of the Limited Liability Partnership.

15. Extent of Liability of the LLP

The 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 particular act; and
- (ii) The person dealing with his/her knows that he/she has no authority or does not know or believe his/her to be a Partner of the LLP.

16. Borrowing Powers

- (i) The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements/long term business requirement,

- (ii) The LLP may borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate with the approval of all the partners of the LLP.
- (iii) In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued with the approval of all the Designated Partners.
- (iv) The LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.
- (v) Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of all partners of the LLP.
- (vi) On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

All decisions including businesses as mentioned in **Schedule II**, of the Partners shall be taken at meetings of Partners called general meetings (Partner's Meeting) or by Designated Partners at meetings called Executive Committee meetings, in both the cases duly called and held by a notice in writing issued by any of the Designated Partners.

- (i) The books of accounts of the LLP shall be kept for the reference of all the Partners at the Registered Office of the LLP or such other place as agreed by all the Partners. The accounts shall be kept on cash or accrual basis and according to the principles of double entry system of accounting so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place(s) of business without the consent of all of the Partners, and the same shall be open to their inspection on all days of the week.
- (ii) The financial year of the LLP shall be the financial year defined under definition clause of this LLP Agreement.

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- (iii) All funds of the LLP business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals of funds from such accounts shall be made by cheque or pay orders/instructions issued on behalf of the LLP by any of the Designated Partner or by both of them together as may be decided by them.
- (iv) The auditors can be appointed with the consent of all the Designated Partners of the LLP, if required.
- (v) If the auditors are not appointed by the Designated Partners of the LLP, then the Auditors can be appointed with the consent of all the Partners of the LLP.
- (vi) The auditors can be removed before the expiry of the term of auditors with the consent of all the Partners of the LLP.
- (vii) The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the annual Statement of Account and Solvency for the financial year ended in accordance with Rule 24 and Form 8 of the LLP Rules, 2009 and the same arranged to be audited as provided in the said Rule and signed by each one of them. Further, it shall be responsibility of the Designated Partners of the LLP to send a copy of the said annual Statement of Account and Solvency sent to every Partner and obtain their acceptance of the same. No such acceptance of the legal representative of any Partner will be necessary to be obtained.
- (viii) The final accounts of the LLP containing the Profit & Loss Account and Balance Sheet shall be made within six (6) months after the 31st March of the relevant Financial year and each Partner, if they agree in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.

19. **Miscellaneous Provisions**

Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.

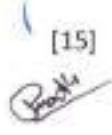
20. **Arbitration**

All disputes between the Partners or between the Partner and The 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).

21. **Winding up**

The LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008 and rule framed thereunder and amended from time to time.






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Bharat Infratech Pvt. Ltd.

IN WITNESS, WHEREOF the parties hereto have signed this Supplementary Agreement on 30TH Day of JULY, 2021 at LUCKNOW, Uttar Pradesh, India.

Parties have put their signature in presence of Witnesses.

Signed and delivered by



(DINESH KUMAR)

(Designated Partner)



(ATUL KUMAR SAXENA)

(Designated Partner)



(IJHARUL HAQ SIDDIQUI)

(Partner)



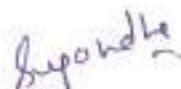
(PRATEEK KUMAR SRIVASTAVA)

(Partner)



(NAMISHA SINGH)

(Partner)



(SUGANDHA AGARWAL)

(Partner)



(SANJEEV
SRIVASTAVA HUF)
(Represented by Shweta
Srivastava Nominee as
Partner)



(M/S BHULOK INFRATECH
PRIVATE LIMITED)
(Represented by Prateek Kumar
Srivastava Nominee as Partner)

Witnesses have put their signature in presence of abovementioned parties.

WITNESS:

Name: Pradeep Kumar Shukla

Name: Dileep Singh

Address: 569/CH Prem Nagar
Munabagh Lucknow

Address: 489 Third Lane,
Nishadgarh, Lucknow

Signature: 

Signature: 

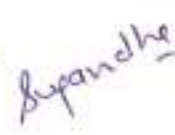
Part and parcel of this Agreement

- i. **Schedule-I** (Object Clause of the LLP)
- ii. **Schedule-II** (Matters to be decided by a resolution passed by all the partners of the LLP)

SCHEDULE-I

MAIN OBJECTS TO BE PURSUED BY THE LLP ON ITS INCORPORATION ARE: -

1. To construct, erect, fabricate, execute, build, carry out, equip, alter, repair, remodel, decorate, maintain, demolish, develop improve, maintain, furnish, administer, manage or control , grade, curve, pave, macadamize, cement and maintain buildings, structures, houses, apartments, townships, multi-storeyed housing/commercial complexes, layouts, landscapes, hospitals, hotels, resorts, schools, places of worship, highway roads, paths, streets, side ways, seaports, airports, bridges, canals, reservoirs, power projects gardens, flyovers, subways, pavements.
2. To carry on the business of buying, selling or lease-holding the lands, buildings, flats both commercial and residential, agricultural farms and other immovable properties in India or abroad and collect rent and income thereof.
3. To carry on the business of Electrical, Mechanical, Civil contractor & General order Suppliers

Srinivas Infratech Pvt. Ltd.

SCHEDULE-II

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF LLP:

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Partners and shall require the affirmative vote of all the Partners either at a duly constituted meeting of the Partners or by circular resolution, viz.,

1. Increase or reduction in contribution.
2. Increase/Decrease or removal of Designated Partners or change in working Designated Partners.
3. Alteration of LLP Agreement.
4. Modification in the right of Designated Partners,
5. Placing of the LLP in Voluntary dissolution or liquidation
6. Amalgamation or merger of the LLP with other business or LLP.
7. Declaration of dividend and its quantum, and other appropriations of profits.
8. Termination/modification of Lease or License Agreement for the premises/equipment's taken on lease by the LLP before the expiration of the term of lease or license.
9. Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.
10. Sale or Assignment of goodwill of the LLP.
11. Opening/closing of bank account/s and modifying mandate for operation of such account/s.
12. The approval of the annual financial, economic and investment plan as well as profit planning.
13. All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.

