

To,

The Technical Advisor

U.P.RERA

Naveen Bhawan , Rajya Niyojan Sansthan

Kalakankar House, Old Hyderabad, Lucknow-226007

Subject: Compliance to the Observation for the Project Registration Application ID- 1480542
KRISHNA CARNIVAL

Reference: Letter No. 0504251/UP.RERA/Proj. Reg./ 2026-26 Dated 05-04-2025

Respected Sir,

The point wise reply to the observations along with applicable attachments is shared below for your kind reference

1. The names of Mr. Ramakant Garg and Dinesh Chand Goyal mentioned in the uploaded partnership deed are of outgoing partners. They are no longer partner in the firm. The details of current and active partners of the firm are on page 4 of 16 of the uploaded partnership deed. As the option to re-upload the partnership deed is not active on portal, it is enclosed with the compliance letter..
2.
 - a. The balance of F.Y-2023-24 sheet along with letter for exemption uploaded on portal.
 - b. All the co-ordinates are updated on portal.
3.
 - a. The Map has a Q.R code and is the approved map for the project provided by Agra Development Authority.
 - b. The uploaded sanction plan is also approved by Agra Development Authority.
 - c. The layout superimposition on the revenue map signed by architect is uploaded on portal.

4.

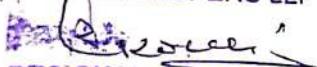
- a. Inventory details of 126 plots in project are given as per approved map.
- b. As we are the contractors as well of this project, the name of the firm as contractor is updated on portal.
- c. The confirmation of standing instruction is uploaded on portal in form RA-7.
- d. The electric plan showing the location of transformer is uploaded on portal.

We hope that we have been able to clear the objections on Our Project Registration with U.P.RERA

Sir, requesting you to kindly grants us the project registration.

Should there be any other query, respected Sir kindly let us know

PG INFRADEVELOPERS LLP



Rakesh Kohli
DESIGNATED PARTNER

P.G. Infradevelopers LLP



Government of Uttar Pradesh

Certificate No. :
Certificate Issued Date : 09-Jan-2025 06:20 PM
Account Reference : NEWIMPACC (SV)/ up14794904/ AGRA SADAR/ UP-AGR
Unique Doc. Reference : SUBIN-UPUP1479490481223068805397X
Purchased by : PG INFRADEVELOPERS LLP
Description of Document : Article 46 Partnership
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : PG INFRADEVELOPERS LLP
Second Party : RAKESH KUMAR GUPTA AND OTHERS
Stamp Duty Paid By : PG INFRADEVELOPERS LLP
Stamp Duty Amount(Rs.) : 750
(Seven Hundred And Fifty only)

e-Stamp

Sandeep Singhwah
Stamp Vendor
License No. 275
Stamp ACC No. up14794904
Kailashpuri, Agra

: IN-UP42131247441858X

: 09-Jan-2025 06:20 PM

: NEWIMPACC (SV)/ up14794904/ AGRA SADAR/ UP-AGR

: SUBIN-UPUP1479490481223068805397X

: PG INFRADEVELOPERS LLP

: Article 46 Partnership

: Not Applicable

: 750

(Seven Hundred And Fifty only)



Attaul
Quam
Rasheed
Javed

Abdul
Rasheed
Rasheed



HF 0003586564

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.indianstamps.com or using e-Stamp Mobile App of Sankhya Holding.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Government Authority.

E STAMP NO. IN-UP42131247441858X

LLP AGREEMENT

THE AGREEMENT OF LIMITED LIABILITY PARTNERSHIP IS MADE AT AGRA ON 03RD DAY OF FEBRUARY, 2025 IN CONTINUATION AND SUPERSESSION TO EARLIER LLP AGREEMENT DATED 09TH DAY OF OCTOBER, 2023 AND 29TH DECEMBER 2018.

BETWEEN

1. **RAKESH KUMAR GUPTA**, S/O OM PRAKASH GUPTA, RESIDING AT 2, VISHWAKARMA GREEN, SIKANDRA, AGRA-282007 (U.P) IN, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE FIRST PARTY/CONTINUING PARTNER.

AND

2. **ANURAG AGARWAL**, S/O KAILASH CHAND SINGHAL, RESIDING AT C-64 KAMLA NAGAR, AGRA-282005 (U.P) IN WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE SECOND PARTY/CONTINUING PARTNER.

AND

3. **ANKIT GARG**, S/O OM PRAKASH GARG, RESIDING AT BEHIND NAVDEEP HOSPITAL, 54 SAKET COLONY SHAHGANJ AGRA-282010 (U.P.) INDIA, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE THIRD PARTY/CONTINUING PARTNER.

AND

4. **RAMA KANT GARG**, S/O ROSHAN LAL, RESIDING AT 54 SAKET COLONY SHAHGANJ AGRA-282010 (U.P.) INDIA, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HER LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE FOURTH PARTY/OUTGOING PARTNER.

AND

5. **DINESH CHAND GOYAL**, S/O SORON PARASAD AGARWAL, RESIDING AT 98-A OLD VIJAY NAGAR COLONY, BELANGANJ KIRAOJI AGRA-282004 (U.P) IN, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE FIFTH PARTY/ OUTGOING PARTNER

Rakesh Kumar Pandey (Signature) Ram Kant (Signature) Jitendra (Signature)

AND

6. **PRABHAT KUMAR MAHESHWARI**, S/O RAM LAL MAHESHWARI, RESIDING AT 3, BANSAL NAGAR, FATEHABAD, AGRA-282001 (U.P) IN, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE SIXTH PARTY/ INCOMING PARTNER.

AND

7. **RAKESH KOHLI**, S/O CHANDRA MOHAN KOHLI, RESIDING AT 03, VISHWAKARMA GREEN, DR. MARIA RESIDENTIAL SCHOOL PASCHIM PURI, SIKANDRA AGRA-282007 (U.P) IN, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE SEVENTH PARTY/ INCOMING PARTNER.

AND

8. **AYUSH KOHLI**, S/O RAKESH KOHLI, RESIDING AT HOUSE NO.3, VISHWAKARMA GREEN, DR. MARIA RESIDENTIAL ACADEMY, SHASTRIPURAM, AGRA-282007 (U.P) IN, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE EIGHTH PARTY/ INCOMING PARTNER

AND

9. **VINOD KUMAR AGARWAL**, S/O MOTI LAL AGARWAL, RESIDING AT F-4, BYE PASS ROAD, PROFESSOR COLONY, KAMLA NAGAR AGRA-282005 (U.P) IN, WHICH EXPRESSION SHALL, UNLESS IT IS REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF, INCLUDE HIS LEGAL HEIRS, SUCCESSORS, NOMINEES AND PERMITTED ASSIGNEES AND HEREINAFTER CALLED THE NINETH PARTY/ INCOMING PARTNER

(ABOVE MENTIONED PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS/DESIGNATED PARTNERS)

WHEREAS THE FIRST, SECOND, THIRD, FOURTH AND FIFTH PARTIES HAVE BEEN CARRYING ON THE BUSINESS OF THE LLP IN THE NAME AND STYLE OF M/S PG INFRADEVELOPERS LLP IN PARTNERSHIP UNDER THE TERMS AND CONDITIONS OF THE LLP AGREEMENT DATED 09/10/2023.

WHEREAS THE SIXTH PARTY, SEVENTH PARTY, EIGHTH PARTY AND NINETH PARTY WISHES TO JOIN THE BUSINESS OF THE LLP AND THE FOURTH AND FIFTH PARTY INTENDS TO RETIRE FROM THE BUSINESS OF THE LLP. THEREFORE, BY WAY OF EXECUTING THIS DEED OF LLP, SIXTH PARTY, SEVENTH PARTY, EIGHTH PARTY AND NINETH PARTY ARE INTRODUCED IN THE BUSINESS OF LLP AND FOURTH AND FIFTH PARTY GETS RETIREMENT FROM THE BUSINESS OF LLP.

Prabhat Kumar Maheshwari *Rakesh Kohli* *Ayush Kohli* *Vinod Kumar Agarwal*

THIS DEED WITNESSES THE MUTUAL AGREEMENT OF THE PARTIES HERETO AS FOLLOWS:

1. A LIMITED LIABILITY PARTNERSHIP SHALL BE CARRIED ON IN THE NAME AND STYLE OF M/S PG INFRADEVELOPERS LLP AND HEREINAFTER CALLED AS M/S PG INFRADEVELOPERS LLP AND/OR SUCH NAME AS AGREED TO BY THE MAJORITY OF PARTNERS FROM TIME TO TIME.
2. PG INFRADEVELOPERS LLP SHALL HAVE ITS REGISTERED OFFICE SHOP NO. 1 FIRST FLOOR, KRISHNA VILAS, KHASRA NO. 306, MAUZA MOHAMMADPUR AND C-2, SHASTRIPURAM, AGRA-282007 (U.P.) INDIA, AND/OR AT SUCH OTHER PLACES AS AGREED TO BY THE MAJORITY OF PARTNERS FROM TIME TO TIME.
3. THE CONTRIBUTION OF THE LLP SHALL BE RS.1,66,600/- (RUPEES ONE LAKH SIXTY SIX THOUSAND SIX HUNDRED ONLY) WHICH SHALL BE CONTRIBUTED BY THE PARTNERS IN THE FOLLOWING PROPORTION :

S. NO.	NAME OF THE DESIGNATED PARTNER	CONTRIBUTION
1.	RAKESH KUMAR GUPTA	Rs.33,320/- (RUPEES THIRTY THREE THOUSAND THREE HUNDRED AND TWENTY ONLY)
2.	ANURAG AGARWAL	Rs.33,320/- (RUPEES THIRTY THREE THOUSAND THREE HUNDRED AND TWENTY ONLY)
3.	ANKIT GARG	Rs.16,660/- (RUPEES SIXTEEN THOUSAND SIX HUNDRED AND SIXTY ONLY)
4.	PRABHAT KUMAR MAHESHWARI	Rs.16,660/- (RUPEES SIXTEEN THOUSAND SIX HUNDRED AND SIXTY ONLY)
5.	VINOD KUMAR AGARWAL	Rs.33,320/- (RUPEES THIRTY THREE THOUSAND THREE HUNDRED AND TWENTY ONLY)
6.	RAKESH KHOLI	Rs.16,660/- (RUPEES SIXTEEN THOUSAND SIX HUNDRED AND SIXTY ONLY)
7.	AYUSH KHOLI	Rs.16,660/- (RUPEES SIXTEEN THOUSAND SIX HUNDRED AND SIXTY ONLY)

ANY FURTHER AMOUNT OF CONTRIBUTION SHALL BE BROUGHT IN BY THE PARTNERS IN THEIR PROFIT SHARING RATIO OR AS MAY BE MUTUALLY DECIDED.

2025
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CLERK
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02/02/2025
BY THE
PARTIES

4. THAT THE FIRST, SECOND, THIRD, SIXTH, SEVENTH, EIGHTH AND NINETH PARTIES HAVE TAKEN OVER THE LLP BUSINESS ON THE BASIS OF BALANCE SHEET PREPARED AS ON 02/02/2025 AND HENCEFORTH ALL THE ASSETS AND LIABILITIES OF LLP SHALL BELONG TO THE SAID CONTINUING FIRST, SECOND, SIXTH, SEVENTH, EIGHTH AND NINETH PARTIES.
- 4A. THAT THE RETIRING FOURTH AND FIFTH PARTIES (i.e. MR. RAMA KANT GARG AND MR. DINESH CHAND GOYAL) SHALL HAVE NO RIGHT UPON THE EXISTING/FUTURE ASSETS AND LIABILITIES OF THE LLP AND FUTURE PROFITS OF THE LLP.
- 4B. THAT THE CONTINUING FIRST, SECOND, THIRD, SIXTH, SEVENTH, EIGHTH AND NINETH PARTIES SHALL BE ENTITLED TO CARRY ON THE BUSINESS IN THE NAME OF THE M/S PG INFRADEVELOPERS LLP BUT THE RETIRING FOURTH AND FIFTH PARTIES SHALL NOT BE ENTITLED TO CARRY ON THE BUSINESS IN THE NAME OF THIS LLP.

Ramakant
Rakesh
Ankit
Prabhat
Vinod
Ayush

Agarwal
Khatri
Garg

Chand
Goyal

Deeksh
Jain

4C. THAT THE BOOKS OF ACCOUNTS OF THE SAID LLP HAVE BEEN COMPLETED AND THE STATEMENT OF AFFIARS OF THE LLP HAS BEEN PREPARED THE CAPITAL ACCOUNT OF RETIRING PARTNER HAS BEEN SETTLED AND THE BALANCE OUTSATNDING AS ON 02nd FEBRUARY, 2025 HAS BEEN PAID IN FULL. (CONSENT FOR THE SAME IS HEREWITH GIVEN BY THE RETIRING PARTNER).

4D. THAT THE RETIRING PARTNER HEREBY ASSIGNS TO THE CONTINUING PARTNERS ALL THE SHARES AND INTEREST OF THE RETIRING PARTNER IN THE GOODWILL, LICENCE, BOOK DEBTS, CREDITS AND ALL PROPERTIES WHETHER MOVABLE OR IMMOVABLE, CASH IN HAND AND AT THE BANK AND ANY OTHER BELONGING TO THE PARTNERS HERETO IN CONNECTION WITH THE PARTNERSHIP.

4E. THAT THE CONTINUING PARTNERS HEREBY JOINTLY AND SEVERALLY, CONENANT WITH THE RETIRING PARTNERS TO PAY, DISCHARGE AND FULFILL ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE LLP AND AT ALL TIMES TO INDEMNIFY AND KEEP INDEMNIFIED THE RETIRING PARTNERS AND THEIR LEGAL REPRESENTATIVES, ESTATE AND EFFECTS AND FROM ALL PROCEEDINGS COST, CLAIMS AND EXPENSES IN RESPECT THEREOF.

4F. THAT THE RETIRING PARTNER HEREBY IRREVOCABLY APPOINTS THE CONTINUING PARTNERS HIS ATTORNEY, IN THEIR NAME, SOLELY OR JOINTLY WITH THE CONTINUING PARTNERS TO COLLECT ALL ASSETS, AND PROPERTY OF THE LLP AND TO DEMAND, SUE, RECOVER AND RECEIVE AND TO SIGN AND GIVE FULL AND EFFECTUAL RECEIPTS AND DISCHARGES FOR ALL THE DEBTS, ESTATE AND EFFECTS OF OR DUE OR OWING OR AN ANYWISE BELONGING TO THE LLP AND TO SETTLE ALL ACCOUNTS AND MATTERS RELATING THERETO AND TO COMPOUND, COMPROMISE OR RELEASE ALL OR ANY OF THE THAT OR CLAIMS BELONGING THE LLP AND TO INSTITUTE SUITS, ACTIONS OR OTHER PROCEEDINGS FOR COMPELLING PAYMENTS, DISCHARGE OR DELIVERY THEREOF AND TO APPOINT A SUBSTITUTE OR SUSTITUTES FOR ANY OF THE PURPOSES AFORESAID FROM TIME TO TIME AND AT ANY TIME TO REMOVE ANY SUBSTITUTE AND GENERALLY TO DO ALL SUCH ACT OR THINGS AS MAY BE NECESSARY OR EXPEDIENT FOR THE VESTING OF RIGHTS AND ASSETS IN THE CONTINUING PARTNERS HEREBY ASSIGNED.

4G. THAT THE CONTINUING PARTNERS SHALL ALSO FILE NECESSARY FORMS WITH THE RELATED GOVERNMENT OFFICES REGARDING THE RETIREMENT OF RETIRING PARTNERS AND CHANGE IN THE CONSTITUTION OF THE SAID LLP.

5. LLP MAY HAVE A COMMON SEAL TO BE AFFIXED ON THE DOCUMENTS AS DEFINED BY THE PARTNERS UNDER THE SIGNATURE OF ANY OF THE DESIGNATED PARTNER.

6. THE PARTNERS ARE ENTITLED TO SHARE THE PROFITS AND LOSSES IN THE RATIO OF THEIR RESPECTIVE CONTRIBUTION IN THE LLP.

7. ALL THE PARTNERS ARE ENTITLED TO GET INTEREST @12% P.A. OR SUCH OTHER RATE AS MAY BE MUTUALLY DECIDED BETWEEN ALL THE PARTIES ON THEIR CONTRIBUTION IN THE LLP. INTEREST WILL BE PAID ONLY IF THE PROFITS BEFORE REMUNERATION AND INTEREST TO PARTNER ARE AVAILABLE, IF INSUFFICIENT THEN WILL BE LIMITED TO THE AVAILABILITY OF SAME. THIS PROVISION CAN BE ALTERED WITH THE MUTUAL CONSENT OF ALL THE PARTNERS.

R. Patel *Tanvir Deewani* *R. Patel*
P. Patel *A. Patel* *Q. Patel* *H. Patel*

8. THAT REMUNERATION SHALL BE GIVEN TO ALL DESIGNATED PARTNERS FOR RENDERING OF THEIR SERVICES. THE REMUNERATION SHALL BE CALCULATED AS UNDER:

- a. IN CASE OF LOSS UPTO RS. 3,00,000/-
- b. IN CASE OF PROFITS REMUNERATION SHALL BE CALCULATED AS FOLLOWS:
 - i. UPTO RS. 6,00,000/- 90% OR RS.3,00,000/- (WHICHEVER IS HIGHER)
 - ii. ON THE BALANCE AMOUNT OF PROFIT - 60% THEREOF

9. THE BUSINESS OF THE LLP SHALL INCLUDE:

A. TO CARRY ON BUSINESS OF CONTRACTORS, BUILDERS, TOWN PLANNERS, INFRASTRUCTURE DEVELOPERS, ESTATE DEVELOPERS AND ENGINEERS LAND DEVELOPERS, LAND SCAPERS, ESTATE AGENTS, IMMOVABLE PROPERTY DEALERS AND TO ACQUIRE, BUY, SELL, CONVERT, PURCHASE, HIRE OR OTHERWISE DEAL IN LANDS, BUILDINGS, CIVIL WORKS IMMOVABLE PROPERTY OF ANY TENURE OR ANY INTEREST IN THE SAME AND TO ERECT AND CONSTRUCT, HOUSES, FLATS, BUNGALOWS, KOTHIS OR CIVIL WORK OF EVERY TYPE ON THE LAND OF THE COMPANY OR ANY OTHER LAND OR IMMOVABLE PROPERTY WHETHER BELONGING TO THE COMPANY OR NOT AND TO PULL DOWN, REBUILD, ENLARGE ALTER AND OTHER CONVENiences AND TO DEAL WITH AND IMPROVE, PROPERTY OF THE COMPANY OR ANY OTHER IMMOVABLE PROPERTY IN INDIA OR ABROAD.

B. TO ERECT, CONSTRUCT, BUILD, WATER PROOFING, SEWAGE, DEMOLISH, FABRICATE, EXECUTE, CARRY OUT, IMPROVE, WORK, DEVELOP AND ENLARGE, REBUILD, REPAIR, MAINTENANCE, ADMINISTER, MANAGE OR CONTROL IN INDIA OR ABROAD- ON ANY LAND OR IMMOVABLE PROPERTY OF THE COMPANY OR UPON ANY OTHER LAND OR IMMOVABLE PROPERTY IN ANY CAPACITY AND CONVENiences OF ALL KINDS, INCLUDING TURNKEY JOBS, RAILWAY, TRAMWAY SPEEDWAY, RUNWAYS, ROADS, AERODROMES, SEWAGE, THEATRES, CINEMA HALLS, PIERS, WHARVERS, DAMS, BARRAGES, RESERVOIRS, EMBANKMENTS, CANALS, IRRIGATIONS, POWER HOUSES, TRANSMISSION LINES, RECLAMATION, IMPROVEMENT SEWAGE, DRAINAGE, SANITARY WORKS, FOR BUILDING HOTELS, HOUSES, MARKETS, PRIVATE PUBLIC AND ALL KIND OF CONVENiences AND TO CARRY OUT BUSINESS OF BUILDERS AND CIVIL ENGINEERS, ARCHITECTS, ESTIMATORS AND DESIGNERS THEREOF.

C. TO PROMOTE, BUY, ACQUIRE, SELL, LEASE, EXCHANGE, HIRE, GIVE ON RENT, TO LET, MORTGAGE OR OTHERWISE DISPOSE OF THE LANDS, ACQUIRE AGRICULTURAL LANDS AND CONVERT THEM PLOTS, RESIDENTIAL UNITS, INDUSTRIAL COMPLEXES, HOUSES, BUILDINGS, FARM HOUSES, AGRICULTURAL LANDS, AND OTHER IMMOVABLE PROPERTY OF THE COMPANY OR OTHER IMMOVABLE PROPERTY INCLUDING ANY SHARE OR SHARES, INTEREST OR INTERESTS THEREIN AND TO TRANSACT ON COMMISSION OR OTHERWISE BUSINESS OF REAL ESTATES AGENTS AND TO APPLY FOR PURCHASE THROUGH TENDER OR OTHERWISE ACQUIRE CIVIL CONTRACTS FOR OR IN RELATION TO WATER PROOFING, SEWAGE, CONSTRUCTION, EXECUTION, EQUIPMENT, IMPROVEMENT, MANAGEMENT, ADMINISTRATIONS OR CONTROL OF MECHANICAL AND CIVIL WORKS AND CONVENiences AND TO UNDERTAKE, EXECUTE, DISPOSE OR OTHERWISE TURN TO ACCOUNT THE SAME.

K. Prakashanand *D. D. Rayamji* *Reverali* *Rastogi*
Patel *Akhil* *Patel* *Abdul*

D. TO CARRY ON THE BUSINESS OF ARCHITECTS, CONSULTANTS, CIVIL ENGINEERS, CIVIL TESTERS, BUILDERS AND DEVELOPERS OF LAND CONTRACTORS, COLONISERS, CIVIL CONTACTORS AND UNDERTAKE ANY RESIDENTIAL, COMMERCIAL OR INDUSTRIAL CONSTRUCTION EITHER INDEPENDENTLY OR JOINTLY IN PARTNERSHIP, JOINT VENTURE OR ON AGENCY OR SUB CONTRACTORS BASIS WITH OR ON BEHALF OF ANY INDIVIDUAL FIRM, BODY CORPORATE, ASSOCIATION OR SOCIETY, CENTRAL OR STATE GOVERNMENT CANTONMENT BOARD OR ANY LOCAL AUTHORITY TO WORK AS COLONIZER, DEVELOPER OF LAND AND FARM HOUSES AND BUILDINGS FOR RESIDENTIAL PURPOSES.

ADMISSION OF A NEW PARTNER

10. 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 LLP. THE NEW PARTNER MAY BE INDUCTED AS A WORKING / NON WORKING PARTNER AND MAY BE INDUCTED WITH OR WITHOUT CAPITAL CONTRIBUTION AND MAY BE INDUCTED EITHER ON PROFIT SHARING BASIS OR NON PROFIT SHARING BASIS.
11. THE CONTRIBUTION OF THE PARTNER CAN BE IN CASH OR KIND AND THE INCOMING PARTNER SHALL BRING MINIMUM CONTRIBUTION AS MAY BE MUTUALLY AGREED. THE LLP MAY INVITE A FOREIGN PARTNER WHO SHALL BRING IN HIS/HER SHARE OF CONTRIBUTION AS FOREIGN DIRECT INVESTMENT AND WHO MAY BE INDUCTED IN LLP AS A WORKING /NON WORKING PARTNER OR AS A PARTNER/DESIGNATED PARTNER.
12. THE PROFIT SHARING RATIO OF THE INCOMING PARTNER WILL BE DECIDED BY THE MUTUALLY AGREED BY EXISING PARTNERS.

RIGHTS OF A PARTNER

13. ALL THE PARTNERS HERETO SHALL HAVE THE RIGHTS, TITLES AND INTEREST IN ALL THE ASSETS AND PROPERTIES IN THE SAID LLP IN PROPORTION OF THEIR CAPITAL CONTRIBUTION.
14. EVERY PARTNER HAS A RIGHT TO HAVE ACCESS TO AND TO INSPECT AND COPY ANY BOOKS OF THE LLP.
15. EACH OF THE PARTIES HERETO SHALL BE ENTITLED TO CARRY ON THEIR OWN, SEPARATE AND INDEPENDENT BUSINESS AS EITHERTO 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 USE THE NAME OF THE LLP TO CARRY ON THE SAID BUSINESS.
16. LLP SHALL HAVE PERPETUAL SUCCESSION, DEATH, RETIREMENT OR INSOLVENCY OF ANY PARTNER SHALL NOT DISSOLVE THE LLP.
17. ON RETIREMENT OF A PARTNER, THE RETIRING PARTNER SHALL BE ENTITLED TO FULL PAYMENT OF THEIR CONTRIBUTION INTRODUCED IN THE LLP.

K. M. Venkateswaran FULL PAYMENT OF THEIR CONTRIBUTION INTRODUCED
T. Jayaram *A. Vasanthi* *Ramakrishnan*

decal

Pepper Kohl

Opus 1000000

18. IN THE PARTNERSHIP 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 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.

19. 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.

DUTIES OF THE PARTNERS

20. EACH PARTNER SHALL BE JUST AND FAITHFUL TO THE OTHER PARTNERS IN ALL TRANSACTIONS RELATING TO THE LLP.

21. EACH PARTNER SHALL RENDER TRUE ACCOUNTS AND FULL INFORMATION OF ALL THINGS AFFECTING THE LIMITED LIABILITY PARTNERSHIP TO ANY PARTNER OR HIS LEGAL REPRESENTATIVES.

22. EVERY PARTNER SHALL ACCOUNT FOR ANY BENEFIT DERIVED BY HIM WITHOUT THE CONSENT OF THE LLP OF ANY TRANSACTION CONCERNING THE LLP, OR FOR ANY USE BY HIM OF THE PROPERTY, NAME OR ANY BUSINESS CONNECTION OF THE LLP.

23. 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.

24. IN CASE ANY OF THE PARTNERS OF THE LLP DESIRES TO TRANSFER OR ASSIGN HIS INTEREST OR SHARES IN THE LLP HE CAN TRANSFER THE SAME WITH THE CONSENT OF MAJORITY OF THE PARTNERS.

25. NO PARTNER SHALL WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTNERS:-

- ENGAGE OR EXCEPT FOR THE GROSS MISCONDUCT, DISMISS ANY EMPLOYEE OF THE PARTNERSHIP.
- EMPLOY ANY MONEY, GOODS OR EFFECTS OF THE PARTNERSHIP OR PLEDGE THE CREDIT THEREOF EXCEPT IN THE ORDINARY COURSE OF THE BUSINESS AND UPON THE ACCOUNT OR FOR THE BENEFIT OF THE LLP.
- ENTER INTO ANY BOND OR BECOME SURETIES OR SECURITY WITH OR FOR ANY PERSON OR DO KNOWINGLY CAUSE OR SUFFER TO BE DONE ANYTHING WHEREBY THE PARTNERSHIP PROPERTY OR ANY PART THEREOF MAY BE SEIZED.
- ASSIGN, MORTGAGE OR CHARGE HIS OR HER SHARE IN THE PARTNERSHIP OR ANY ASSET OR PROPERTY THEREOF OR MAKE ANY OTHER PERSON A PARTNER THEREIN.
- ENGAGE DIRECTLY OR INDIRECTLY IN ANY BUSINESS COMPETING WITH THAT OF THE LIMITED LIABILITY PARTNERSHIP.
- LEND MONEY OR GIVE CREDIT ON BEHALF OF THE LLP OR TO HAVE ANY DEALINGS WITH ANY PERSON, COMPANY OR FIRM WHOM THE OTHER



(Signature)

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PARTNER PREVIOUSLY IN WRITING HAVE FORBIDDEN IT TO TRUST OR DEAL WITH. ANY LOSS INCURRED THROUGH ANY BREACH OF PROVISION SHALL BE MADE GOOD WITH THE LLP BY THE PARTNER INCURRING THE SAME.

- 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.
- ENTER INTO ANY BOND OR BECOME BAIL OR SURETY FOR ANY PERSON OR KNOWINGLY CAUSE OR SUFFER TO BE DONE ANYTHING WHEREBY THE LIMITED LIABILITY PARTNERSHIP PROPERTY MAY BE ENDANGERED.

DUTIES OF DESIGNATED PARTNER

26. THE AUTHORISED REPRESENTATIVE OF ALL THE DESIGNATED PARTNERS SHALL ACT AS THE DESIGNATED PARTNER OF THE LLP IN TERMS OF THE REQUIREMENT OF THE LIMITED LIABILITY PARTNERSHIP ACT, 2008.
27. THE 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 LIMITED LIABILITY PARTNERSHIP ACT, 2008.
28. THE PARTNERS SHALL BE RESPONSIBLE FOR THE DOING OF ALL ACTS ARISING OUT OF THIS AGREEMENT.
29. 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), JUDGEMENT, 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.

MANAGEMENT OF THE LLP

30. (A) ALL PARTNERS OF THE LLP SHALL TAKE PARTICIPATION IN THE MANAGEMENT OF THE BUSINESS OF LLP AND SHALL BE LOOKING AFTER DAY TO DAY MANAGEMENT OF THE BUSINESS OF THE LLP. HOWEVER RIGHT OF DESIGNATED AND WORKING PARTNERS PARTICIPATE IN THE MANAGEMENT OF THE LLP SHALL BE AS PROVIDED IN THIS AGREEMENT AND OTHERWISE IT IS RESTRICTED TO:

- RATIFICATION OF THIS LLP PARTNERSHIP AGREEMENT POST-INCORPORATION OF THE LLP;
- ANY ALTERATION TO THIS LLP AGREEMENT;
- THE ADMISSION OF NEW PARTNERS;
- APPOINTMENT OF DESIGNATED PARTNER;
- ACCEPTANCE OF ANNUAL ACCOUNTS AND SOLVENCY AND THE AUDITOR'S REPORT THEREON;
- ASSIGNMENT AND TRANSFER OF PARTNERSHIP RIGHTS, BY THE PARTNERS IN ANY WAY;
- EXPULSION OF ANY PARTNER;
- ANY PROPOSAL OF THE LLP TO MAKE AN APPLICATION TO THE CENTRAL GOVERNMENT THAT THE AFFAIRS OF THE LLP OUGHT TO BE INVESTIGATED;
- CHANGE OF BUSINESS;
- 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 OF THE TRANSFER OF PROPERTY ACT, 1882 WARRANTING THE APPOINTMENT OF A RECEIVER; AND

WINDING UP AND DISSOLUTION OF THE LLP.

IN DECIDING ALL THE MATTERS SPECIFIED ABOVE BY 75% MAJORITY VOTE OF THE PARTNERS PRESENT AT A MEETING OF PARTNERS DULY CALLED AND HELD, EXCEPT EXPULSION OF ANY PARTNER AND CHANGE OF BUSINESS WHICH SHALL REQUIRE A UNANIMOUS DECISION OF ALL THE PARTNERS EXCLUDING THE PARTNER SHALL HAVE ONE VOTE EACH IRRESPECTIVE OF THEIR CAPITAL CONTRIBUTION TO THE LLP'S CAPITAL. THE DECISIONS SO TAKEN SHALL BE RECORDED IN THE MINUTES WITHIN IN TEN DAYS OF THE GENERAL MEETINGS AND THE SAME SHALL BE KEPT AT THE REGISTERED OFFICE OF THE LLP.

(B) THE PARTNERS APPOINTED BY THE LLP SHALL BE RESPONSIBLE BOTH FOR BUSINESS MANAGEMENT IN ITS ENTIRETY AND COMPLIANCE MANAGEMENT UNDER THE LLP ACT AND THIS AGREEMENT. THE MANAGEMENT OF THE LLP SHALL BE CARRIED ON BY THE DESIGNATED PARTNERS AND THEY SHALL BE ANSWERABLE 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 THE LLP ACT, 2008 IN TERMS OF SECTIONS 7,8 AND 9 OF THE SAID ACT. THE PARTNERS MAY APPOINT MORE DESIGNATED PARTNERS BY A 75% MAJORITY VOTE OF THE PARTNERS PRESENT AT A MEETING OF PARTNERS DULY CALLED AND HELD AT ANY TIME AND FROM TIME TO TIME OUT OF THE PARTNERS WHOSE CONTRIBUTION TO THE CAPITAL OF THE LLP AT THE MATERIAL TIME OF APPOINTMENT IS NOT LESS THAN 5% OF THE TOTAL CAPITAL CONTRIBUTION AS OF THAT DATE, PROVIDED PROMOTER PARTNERS BEING PARTIES TO THIS AGREEMENT AS ORIGINALLY MADE APPROVE THE NAMES PROPOSED ALSO THE DESIGNATED PARTNERS MAY APPOINT FOREIGN PARTNER IN THE LLP WHO SHALL BRING IN FOREIGN DIRECT INVESTMENT AND SHALL BE ENTITLED TO THE PROFIT OF THE LLP ALONG WITH THE INTEREST AND REMUNERATION, AS MAY BE MUTUALLY AGREED UPON. THE DESIGNATED PARTNERS MAY BY THEIR UNANIMOUS DECISION DELEGATE THEIRS POWERS TO ANY ONE OR MORE DESIGNATED PARTNERS OR ANY TOP-RANKING OFFICERS OF THE LLP AS THEY MAY CONSIDER FIT OR NECESSARY IN THE MANAGEMENT OF THE AFFAIRS OF THE LLP AT ANY TIME OR FOR TIME TO TIME AND SIMILARLY WITHDRAW THE SAME.

(C) EVERY PARTNER APPOINTED AS A DESIGNATED PARTNER BY A MAJORITY OF THE PARTNERS AS STATED IN (B) ABOVE SHALL BE ENTITLED TO TAKE PART IN THE MANAGEMENT OF THE LLP.

(D) ANY MATTER OR ISSUE RELATING TO THE LLP SHALL BE DECIDED BY A MAJORITY IN NUMBER OF THE PARTNERS WHICH SHALL IN EVERY CASE INCLUDE THE PARTNERS BEING THE ORIGINAL PARTIES HERETO SO LONG AS THEY CONTINUE AS THE PARTNERS OF THE LLP.

(E) BANKING ARRANGEMENTS FOR THE LLP SHALL BE AS UNANIMOUSLY DECIDED BY THE PARTNERS AT ANY TIME AND FROM TIME TO TIME, ENSURING THAT ALL MONEYS RECEIVED SUBJECT TO REQUIREMENTS OF CURRENT EXPENSES, BY WAY OF CHEQUES, DRAFTS OR OTHER PAY ORDERS SHALL BE PROMPTLY PAID IN TO THE LLP'S BANKING ACCOUNT.

(F) EACH PARTNER SHALL RENDER TRUE ACCOUNTS AND FULL INFORMATION OF ALL THINGS AFFECTING THE LLP TO THE DESIGNATED PARTNER (S) AND ON REQUEST TO ANY PARTNER OR HIS LEGAL REPRESENTATIVE.



1/1/2011

Recover

for tax

1/1/2011

P. Gupta

R.K. Joshi

C. Gupta

H. Agarwal

G) ALL DECISIONS OF THE PARTNERS SHALL BE TAKEN AT MEETINGS CALLED BY A NOTICE IN WRITING OR BY CIRCULAR RESOLUTIONS IN CASES OF URGENCY. MEETINGS IN WHICH ALL PARTNERS ARE ENTITLED TO PARTICIPATE TO DELIBERATE AND DECIDE SHALL BE CALLED GENERAL MEETINGS, AND THE MEETINGS OF THE DESIGNATED PARTNERS SHALL BE CALLED EXECUTIVE MEETINGS. THE PROVISIONS AS ARE APPLICABLE TO CALLING, HOLDING AND CONDUCTING/ ADJOURNING ETC. OF GENERAL MEETINGS AND BOARD MEETINGS AND KEEPING OF MINUTES OF SUCH MEETINGS OF PURE PRIVATE COMPANIES LIMITED BY SHARES UNDER THE COMPANIES ACT, 2013, SHALL APPLY RESPECTIVELY TO THE SAID TWO KINDS OF MEETINGS, EXCLUDING THE SPECIAL RESOLUTIONS, REQUISITIONED RESOLUTIONS SPECIAL NOTICES, SPECIAL BUSINESS AND EXPLANATORY STATEMENTS, REQUISITIONED MEETINGS AND DEFAULT MEETINGS AND THE RELATED JURISDICTION AS WELL AS POWERS OF THE COURT/ TRIBUNAL /CENTRAL GOVERNMENT CONFERRED UNDER THE SAID ACT. EVERY SUCH MEETING SHALL BE CALLED BY ANY DESIGNATED PARTNER ON THE BASIS OF A DECISION OF THE EXECUTIVE MEETINGS OR BY CIRCULAR RESOLUTION PASSED BY MAJORITY DESIGNATED PARTNERS IN ANY EXIGENCY.

H) A RESOLUTION CIRCULATED IN WRITING AND SIGNED BY A MAJORITY OF THE PARTNERS AND/OR DESIGNATED PARTNERS, AS THE CASE MAY BE, DEPENDING UPON WHETHER IT IS A BUSINESS TO BE TRANSACTED AT A GENERAL MEETING OR EXECUTIVE MEETING, INCLUDING THE PARTNERS WHO ARE THE ORIGINAL PARTIES TO THIS AGREEMENT IN EVERY CASE, SHALL BE DEEMED TO BE DULY PASSED, THE DATE OF PASSING SUCH CIRCULAR RESOLUTION BEING THE DATE OF THE SIGNATURE OF THE PERSON SIGNING LAST.

BORROWING POWER

31. THE LLP SHALL BE ENTITLED TO TAKE ANY LOAN OR LIMIT FROM ANY BANK, FINANCIAL INSTITUTIONS OR ANY OTHER PARTIES FOR THE PURPOSE OF ITS BUSINESS.

MEETINGS

32. 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.

33. THE MEETING OF THE PARTNERS MAY BE CALLED BY SENDING 03 DAYS PRIOR NOTICE TO ALL THE PARTNERS AT THEIR RESIDENTIAL ADDRESS OR BY MAIL AT THE EMAIL ID'S 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 05 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.

34. 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.

35. WITH THE WRITTEN CONSENT OF ALL THE PARTNERS, A MEETING OF THE PARTNERS MAY BE CONDUCTED THROUGH TELECONFERENCING OR ANY OTHER MODE.

22-1988
MEETING
NOTARIZED
BY
BRUNNEN
NOTAR
MAY 22, 1988

MODE. 1973-74 Records Report
1. W. H. Kehli 2. R. Kohli 3. W. H. Kehli Report

36. EVERY 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.

37. EACH PARTNER SHALL--

- I. PUNCTUALLY PAY AND DISCHARGE THE SEPARATE DEBTS AND ENGAGEMENT AND INDEMNIFY THE OTHER PARTNERS AND THE LLP ASSETS AGAINST THE SAME AND ALL PROCEEDINGS, COSTS, CLAIMS AND DEMANDS IN RESPECT THEREOF.
- II. EACH OF THE PARTNERS SHALL GIVE TIME AND ATTENTION AS MAY BE REQUIRED FOR THE FULFILLMENT OF THE OBJECTIVES OF THE LLP BUSINESS AND THEY ALL SHALL BE THE WORKING PARTNERS.

CESSATION OF EXISTING PARTNERS

38. PARTNER MAY CEASE TO BE PARTNER OF THE LLP BY GIVING A NOTICE IN WRITING OF NOT LESS THAN THREE DAYS (OR SUCH OTHER TIME AS MAY BE DECIDED BY MAJORITY OF THE PARTNERS) TO THE OTHER PARTNERS OF HIS INTENTION TO RESIGN AS PARTNER.

39. 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.

40. THE LLP CAN BE W布ND UP WITH THE CONSENT OF ALL THE PARTNERS SUBJECT TO THE PROVISIONS OF LIMITED LIABILITY PARTNERSHIP ACT 2008.

EXPULSION OF A PARTNER

41. NO PARTNER CAN BE EXPELLED, EXCEPT BY A UNANIMOUS DECISION OF THE PARTNERS SAVE IN GOOD FAITH AND IN THE INTEREST OF THE PARTNERSHIP BUSINESS ONLY AFTER A SHOW- CAUSES NOTICE IN WRITING IS SERVED ON THAT PARTNER OR DESIGNATED PARTNER GIVING 7 DAYS TIME FOR HIS RESPONSE; AND IN THAT EVENT THE PARTNER EXPELLED SHALL BE ENTITLED TO THE BENEFITS OF A RETIRING PARTNER IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT IN THAT BEHALF.

EXTENT OF LIABILITY OF LLP

42. LLP IS NOT BOUND BY ANYTHING DONE BY A PARTNER IN DEALING WITH A PERSON IF A) THE PARTNER IN FACT HAS NO AUTHORITY TO ACT FOR THE LLP IN DOING A PARTICULAR ACT; AND B) THE PERSON KNOWS THAT HE HAS NO AUTHORITY OR DOES NOT KNOW OR BELIEVE HIM TO BE A PARTNER OF THE LLP.

43. 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 BUSINESS OF THE LLP, AND (B) IN OR ABOUT ANYTHING NECESSARILY DONE FOR THE PRESERVATION OF THE BUSINESS OR PROPERTY OF THE LLP.

*Shrikant Patel, Partner, Rayark
Rakesh Patel
Girish Patel
Hitesh Patel*

MISCELLANEOUS PROVISIONS

44. THE PARTNERSHIP SHALL COMMENCE ON THE DATE OF REGISTRATION OF THE LLP, AND SHALL CONTINUE TO OPERATE THEREAFTER SUBJECT TO THE PROVISIONS OF THE LLP ACT 2008, UNTIL TERMINATION OF THIS AGREEMENT BY CONSENT OF ALL PARTNERS FOR THE TIME BEING OF THE LLP.
45. A SEPARATE CAPITAL ACCOUNT SHALL BE MAINTAINED FOR EACH PARTNER. NO PARTNER SHALL WITHDRAW ANY PART OF HIS CAPITAL ACCOUNT WITHOUT MUTUAL CONSENT OF ALL THE PARTNERS.
46. A PERSON WHO HAS ANY BUSINESS INTEREST IN CONFLICT WITH THE BUSINESS OF THE LLP SHALL NOT BE ADMITTED AS ITS PARTNER, AND ANY PARTNER WHO ACQUIRES SUCH CONFLICTING INTEREST SHALL CEASE TO BE AND BE EXPelled AS A PARTNER BY A UNANIMOUS DECISION OF THE PARTNERS. PERSONS ADMITTED AS PARTNERS SHALL DULY COMPLY WITH THE PROVISIONS OF SECTION 25 (1) OF LLP ACT AND RULE 22(1) AND FORM 6 OF THE LLP RULES & FORMS, 2008 WITHIN A PERIOD OF 15 DAYS OF ANY CHANGE IN THE NAME AND ADDRESS, TO INTIMATE THE LLP.
47. THE LLP SHALL HAVE ITS BANK ACCOUNT AND THE SAME SHALL BE OPENED WITH THE CONSENT OF ALL THE PARTNERS AND THE MODE OF OPERATION OF THE BANK ACCOUNT WILL BE AS MUTUALLY DECIDED BY ALL THE PARTNERS OF THE LLP.
48. THE LLP MAY AVAIL CREDIT FACILITIES (IF REQUIRED) FROM THE FINANCIAL INSTITUTIONS OR BANKS ONLY WITH THE CONSENT OF THE PARTNERS/DESIGNATED PARTNERS OF THE LLP.

INTEREST ON PARTNERS' CAPITAL

49. THAT SIMPLE INTEREST AT THE RATE OF 12% PER ANNUM OR SUCH LOWER/HIGHER RATE AS MAY BE PRESCRIBED UNDER SECTION 40(B)(IV) OF THE INCOME TAX ACT, 1961 OR ANY OTHER APPLICABLE PROVISION AS MAY BE IN FORCE FOR THE INCOME TAX ASSESSMENT OF THE LLP FOR THE TIME BEING MAY BE PAYABLE BY THE LLP ON THE AMOUNT STANDING TO THE CREDIT OF THE DESIGNATED PARTNERS/PARTNERS CAPITAL ACCOUNTS. THAT IF ANY AMOUNT IS BORROWED BY THE LLP FROM THE DESIGNATED PARTNER OR PARTNER, SUCH AMOUNT SHALL BE CREDITED IN THE ACCOUNT OF THE LLP IN A SEPARATE ACCOUNT MARKED AS LOAN ACCOUNT AND SUCH PARTNER SHALL BE PAID INTEREST ON SUCH LOAN ACCOUNT AT THE RATE TO BE MUTUALLY DECIDED AMONGST THE PARTIES TO THIS DEED.

50. BOOKS OF ACCOUNTS:

- a. ALL FUNDS OF THE PARTNERSHIP BUSINESS SHALL BE DEPOSITED IN ITS NAME IN SUCH BANKING ACCOUNT OR ACCOUNTS AS SHALL BE DETERMINED BY THE MAJORITY OF PARTNERS. ALL WITHDRAWALS ARE TO BE MADE BY CHEQUES SIGNED BY THE SUCH AUTHORIZED PARTNERS AS DECIDED BY THE MAJORITY OF PARTNERS.
- b. ALL NECESSARY BOOKS OF ACCOUNT AND OTHER PAPERS RELATING THE AFFAIRS OF THE LLP AS PRESCRIBED UNDER RULE 24 OF LLP RULES & FORMS, 2008 PURSUANT TO SECTION 34 (1) OF THE LLP ACT 2008 SHALL BE ENSURED BY THE DESIGNATED PARTNERS FOR THE TIME BEING TO BE KEPT AT THE PRINCIPAL PLACE OF BUSINESS OF THE LLP OR AT SUCH OTHER PLACE OR PLACES AS MUTUALLY AGREED UPON BY ALL THE PARTNERS, AND REGULARLY MAINTAINED ON CASH BASIS OR ACCRUAL BASIS AND ACCORDING TO DOUBLE ENTRY SYSTEM OF ACCOUNTING WITH ALL BOOKS DULY POSTED WITH ENTRIES ARISING FROM DAY



N. Venkatesan / Partner / Reserves / Ratnakar / Jetha
B. Rama / N. Kohli / G. Venkatesan / A. Agarwal

TO DAY UP-TO-DATE ON ANY DAY 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 OF BUSINESS WITHOUT THE CONSENT OF ALL THE PARTNERS. EACH PARTNER SHALL HAVE ACCESS AND BE ENTITLED FOR TAKING A COPY OR AN EXTRACT OF ANY BOOKS OF ACCOUNT OR RELATED PAPERS OF THE LLP OR FOLIO THEREOF DURING THE WORKING HOURS ON EACH WORKING DAY OF THE WEEK.

51. THE DESIGNATED OR WORKING PARTNERS OF THE LLP SHALL, WITHIN A PERIOD OF SIX MONTHS FROM THE END OF EACH FINANCIAL YEAR, PREPARE THE ANNUAL STATEMENT OF ACCOUNTS AND SOLVENCY FOR THE FINANCIAL YEAR AS AT ITS LAST DAY OF ALL THE CAPITAL CONTRIBUTION, ASSETS AND LIABILITIES AND OF THE PROFITS AND LOSSES OF THE LLP, AND THE SAME SHALL BE SIGNED BY EACH PARTNER OF THE LLP AS REQUIRED UNDER SECTION 34 (2) OF THE ACT IN TOKEN OF HIS BEING BOUND THEREBY. IF, IN THE EVENT, ANY PARTNER REFUSES TO SIGN THE ANNUAL STATEMENT OF SOLVENCY GIVING NO VALID REASON, A COPY OF THE SAME SHALL BE POSTED TO HIM BY REGISTERED POST ACKNOWLEDGEMENT DUE TO HIS LAST KNOWN ADDRESS AS SUPPLIED BY HIM TO THE LLP, AND SAME SHALL BE DEEMED TO HAVE BEEN SIGNED BY HIM ON THE DATE OF SUCH POSTING.
52. THE STATEMENT OF ACCOUNTS AND SOLVENCY OF THE LLP MADE EACH YEAR SHALL BE AUDITED BY A QUALIFIED CHARTERED ACCOUNTANT IN PRACTICE IN ACCORDANCE WITH THE RULES PRESCRIBED UNDER SECTION 34 (4) 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. APPOINTMENT, FIXATION OF FEES AND CESSATION OF AUDITORS SHALL BE AT THE DISCRETION OF MAJORITY OF PARTNERS.
53. AS SOON AS THE ANNUAL STATEMENT OF ACCOUNTS AND SOLVENCY SHALL HAVE BEEN SIGNED BY THE PARTNERS AND THE SAME DULY AUDITED AND THE AUDITOR RENDERING HIS REPORT THEREON, THE NET PROFITS, IF ANY, OF THE LLP BUSINESS, SHALL BE DIVIDED AMONG THE PARTNERS IN THE PROPORTION SPECIFIED IN AND IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.
54. ALL CONTRACTS BY WAY OF PLACEMENT OF ORDERS FOR SUPPLIES TO THE LLP SHALL BE CARRIED OUT ONLY BY THE DESIGNATED / WORKING PARTNERS IN THE MANNER AS MUTUALLY AGREED UPON BETWEEN THEM AT ANY TIME AND FROM TIME TO TIME.
55. NO PARTNER SHALL LEND MONEY OR GIVE CREDIT TO OR HAVE DEALINGS ON BEHALF OF THE LLP WITH ANY PERSON OR COMPANY OR LLP OR OTHER ENTITY WHOSE CREDIT-WORTH IS DOUBTFUL AND WHO IS FORBIDDEN DUE TO FORMER CRISIS OF CONFIDENCE CONFRONTED BY THE LLP IN DEALING WITH HIM OR IT.
56. ACTS FORBIDDEN: WITHOUT THE CONSENT GIVEN IN WRITING OF THE PARTNERS, NO PARTNER WHILE HE IS A PARTNER FOR THE TIME BEING OF THE LLP SHALL-
 - TRANSFER, ASSIGN OTHERWISE ENCUMBER HIS SHARE IN THE ASSETS OR PROFITS OF THE LLP;
 - ENGAGE OR BE CONCERNED OR INTERESTED IN ANY OTHER BUSINESS, DIRECTLY OR INDIRECTLY AS AND COMPETING WITH THE LLP ALL PROFITS MADE BY HIM IN THAT BUSINESS;
 - DO ANY ACT THAT MAY CONFLICT HIS INTEREST WITH THE INTEREST OF THE LLP OR ANY OF ITS PARTNERS
 - TAKE ANY APPRENTICE OR HIRE OR DISMISS (EXCEPT IN CASES OF GROSS MISCONDUCT) ANY SERVANT OR AGENT OF THE LLP;



K. M. R. S. S. A. / PARTNER / Deesee / Ramakant / Jeevan / P. S. N. A. / P. K. Chali / Q. S. / H. S. Patel

- LEND ANY MONEY OR DELIVER UPON CREDIT ANY OF THE GOODS OF THE LLP TO ANY PERSON OR PERSONS WHOM THE PARTNERS SHALL HAVE PREVIOUSLY IN WRITING FORBIDDEN TO TRUST;
- GIVE ANY UNAUTHORIZED SECURITY OR PROMISE FOR THE PAYMENT OF MONEY ON ACCOUNT ON BEHALF OF THE LLP EXCEPT IN THE ORDINARY COURSE OF ITS BUSINESS;
- SECURE UNAUTHORIZED SURETY OR GUARANTEE FOR ANYONE ENCUMBERING OR OTHERWISE CHARGING OR PLEDGING THE PROPERTIES OF THE LLP;
- DRAW OR ACCEPT OR ENDORSE UNAUTHORIZED ANY BILL OF EXCHANGE OR PROMISSORY NOTE ON LLP'S ACCOUNT;
- DRAW AND SIGN ANY CHEQUE ON BEHALF OF THE LLP UNAUTHORISIDLY ON ITS BANKING ACCOUNT;
- REMIT THE WHOLE OR PART OF ANY DEBT DUE TO THE LLP;
- LEASE, SELL, PLEDGE, OR DO OTHER DISPOSITION OF ANY OF THE LLP'S PROPERTY OTHERWISE THAN IN THE ORDINARY COURSE OF BUSINESS;
- COMMIT TO BUY OR BUY ANY IMMOVABLE PROPERTY FOR THE LLP;
- DO ANY ACT OR OMISSION RENDERING THE LLP LIABLE TO BE WOUND UP BY THE TRIBUNAL;
- SHARE BUSINESS SECRETS OF THE LLP WITH OUTSIDERS;
- DERIVE PROFITS FROM ANY TRANSACTION 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, AND REMAIN WITHOUT ACCOUNTING FOR THE SAME TO THE LLP;
- SUBMIT A DISPUTE RELATING TO THE LLP'S BUSINESS TO ARBITRATION;
- OPEN A BANKING ACCOUNT ON BEHALF OF THE LLP IN HIS OWN NAME;
- COMMIT TO COMPROMISE OR RELINQUISH ANY CLAIM IN WHOLE OR IN PART OF THE LLP;
- WITHDRAW A SUIT FILED ON BEHALF OF THE LLP;
- ADMIT ANY LIABILITY IN A SUIT OR PROCEEDING AGAINST THE LLP;
- ENTER IN TO ANY PARTNERSHIP JOINT VENTURE, FLOAT ANY SUBSIDIARY LLP OR COMPANY WITH THE LLP BEING THE PROMOTER OR ACQUIRER OF INTEREST OR CONTROL.

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

SIGNED AND DELIVERED BY THE

CERTIFIED TRUE COPY
FOR PG INFRADEVELOPERS LLP

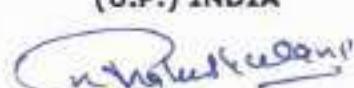

RAKESH KUMAR GUPTA
DESIGNATED PARTNER

DPIN: 00212574

ADD: 2, VISHWA KARMA GREEN, DR. MARIYA
RESIDENCY SCHOOL, SIKANDRA AGRA-282007
(U.P.) INDIA

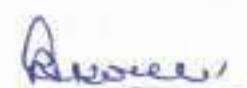

ANURAG AGARWAL
DESIGNATED PARTNER
DPIN: 06757503

ADD C-64, KAMLA NAGAR,
AGRA-282005 (U.P) IN


PRABHAT KUMAR MAHESHWARI
DESIGNATED PARTNER

DPIN: 00229449

ADD: 3, BANSAL NAGAR, FATEHABAD
AGRA-282001 (U.P) IN


RAKESH KOHLI
DESIGNATED PARTNER

DPIN: 00213388

ADD : 03, VISHWAKARMA GREEN, DR. MARIA
RESIDENTIAL SCHOOL PASCHIM PURI,
SIKANDRA AGRA-282007 (U.P) IN

19/11/14

VINOD KUMAR AGARWAL
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COLONY, KAMLA NAGAR,
AGRA-282005 (U.P) IN

AYUSH KOHLI

AYUSH KOHLI
DESIGNATED PARTNER
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DR. MARIA RESIDENTIAL ACADEMY,
SHASTRIPURAM, AGRA-282007 (U.P) IN

Rama Kant

RAMA KANT GARG
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DPIN: 00199763
ADD: 54 SAKET COLONY SHAHGANJ,
AGRA-282010 (U.P) IN

23/11/14

ANKIT GARG
DESIGNATED PARTNER
DPIN: 00917781
ADD : BEHIND NAVDEEP HOSPITAL, 54
SAKET COLONY, SHAHGANJ , AGRA-282010
(U.P) IN

Dinesh

DINESH CHAND GOYAL
PARTNER
ADD: 98-A, OLD VIJAY NAGAR
BELAN GANJ, KIRAOOLI, AGRA
282004 (U.P.) INDIA

WITNESS:

NAME	Siddhartha Inder	Yogesh Kumar
FATHER'S NAME	Hukam Singh	Shiv Singh
ADDRESS	16, Baley, Pawan, Agra	Sunari Agra
OCCUPATION	Pr. Job	Part. Job
SIGNATURE	<i>Siddhartha</i>	<i>Yogesh</i>

ATTESTED
Off. No. 1
BRIJ KISHOR
NOKIYAGRA (U.P)