



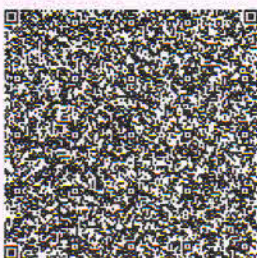
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL24543948315842R
Certificate Issued Date	: 03-Jan-2019 04:07 PM
Account Reference	: NONACC (BK)/ dlobcbk02/ GREATER KAILASH-2/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDLOBCBK0254246876736991R
Purchased by	: ADVITYA RESIDENCY LLP
Description of Document	: Article 46 Partnership
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ADVITYA RESIDENCY LLP
Second Party	: NA
Stamp Duty Paid By	: ADVITYA RESIDENCY LLP
Stamp Duty Amount(Rs.)	: 5,000 (Five Thousand only)



Please write or type below this line

[Handwritten signature]

[Handwritten signature]

For SATISH BUILDWELL PVT. LTD.

[Handwritten signature]

Director/Authorised Signatory



TQ 0004016227

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LLP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)

This agreement of Limited Liability Partnership is made at New Delhi, on 9th day of January, 2019;

AMONG

1. **Mr. Narendra Aggarwal**, S/o Lt. Sh. Ram Bilas Aggarwal, R/o House No-467, Sector 21-A, Faridabad, Haryana- 121001, India, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY** and
2. **Mr. Mukesh Kumar Aggarwal**, S/o Lt. Sh. Ram Bilas Aggarwal, R/o C-1/4, Sector-11, Faridabad, Haryana- 121007, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY** and
3. **Mr. Surendra Kumar Arya**, S/o Ram Richpal Arya, R/o Neelanchal 7, Bandh Road, Chandan Hulla, Chhatarpur, Mehrauli, Delhi-110074 one of the director in M/s Satish Buildwell Private Limited (hereinafter called the "**THIRD PARTY**", which expression unless repugnant or opposed to the context thereof includes its successors, representatives and permitted assigns) the party of the **THIRD PART**;
4. **M/s Satish Buildwell Private Limited**, a company incorporated under the Companies Act, 2013 having its registered office at Neel House, Lado Sarai, Opposite Qutab Minar , New Delhi - 110030 through its director Mr. Anand Swaroop as nominee, who has been empowered severally to execute this Agreement vide Board Resolution dated **04.01.2019** (hereinafter called the "**FOURTH PARTY**" which expression unless repugnant or opposed to the context thereof includes his heirs, legal representatives, executors, administrators and assigns etc.) the party of the **FOURTH PART**;


5. INTERPRETATION

In this Agreement unless the context otherwise requires:-

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

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

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









Director/Authorised Signatory

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

"Continuing Partners" means the First Party and the Second Party.

"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 rights and duties of the partners and their rights and duties in relation to the LLP.

"New Partners" means the Third Party and the Fourth Party.

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

"She" includes "he" or vice versa.

WHEREAS the Continuing Partners are running the business of real estate builder and developer in the name & style of M/s Advitya Residency LLP incorporated on 31st December, 2018 vide LLP agreement dated 03.01.2019.

WHEREAS the Continuing Partners are Designated Partners since incorporation.

WHEREAS the Continuing Partners have decided to admit the New Partners and all the parties to this agreement intends to write down the terms and conditions as laid down in this agreement which shall be treated as fresh LLP agreement and shall not be read in continuation of the LLP agreement dated 03.01.2019.

IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS-

1. A Limited Liability Partnership shall be carried on in the name and style of "**Advitya Residency LLP**" and hereinafter called as "ARLLP".
2. The ARLLP shall have its registered office at Office No- 202, IInd Floor, Vikramaditya Tower, Block-H, Alaknanda Market, Kalkaji, New Delhi- 110019, India and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.




For SATISH BUILDWELL PVT. LTD.


Director/Authorised Signatory

3. The Address of the LLP can be changed from one place to another, from one state to another with the consent of both the partners.
4. The Contribution of the designated partners shall be Rs. 20,00,000/- (Rupees Twenty Lakh only) which shall be contributed by the partners in the following proportions.

First Party- 25 % i.e. Rs. 5,00,000/- (Rupees Five Lakhs Only)

Second Party- 25% i.e. Rs. 5,00,000/- (Rupees Five Lakhs Only)

Third Party- 20% i.e. Rs. 4,00,000/- (Rupees Four Lakhs Only)

Fourth Party- 30% i.e. Rs. 6,00,000/- (Rupees Six Lakhs Only)

The further contribution if any required by the ARLLP shall be brought by the partners in their capital ratio as mentioned herein.

5. The Net Profit/Loss would be shared amongst the parties in the following ratio:

First Party- 25%

Second Party- 25%

Third Party- 20%

Fourth Party- 30%

6. The ARLLP shall be of dealing in the business of to-

- i. Purchase/collaboration of any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to build, develop, install, erect, and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s). The aforementioned business will include everything necessary, suitable or proper either alone or in association with other corporate bodies, firms or individuals for or to do every other act or acts, thing or things incidental or appurtenant to growing out of or connected with the aforesaid business.

- ii. purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.

- iii. Purchase, sell and otherwise to carry on the business such as builders, contractors, engineers, Estate agents, decorators and surveyors.

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory
Page 3 of 8



[Handwritten signatures in blue ink]

[Handwritten signature in blue ink]

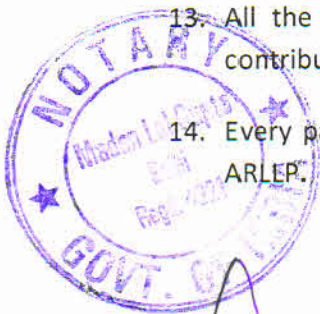
- iv. To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside the country anywhere in the world all kinds of works, public or otherwise, buildings, house, flats and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways, and tramways, docks, harbours, Piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irritations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

Admission of New Partner

7. The Partners can introduce new partners amongst them post taking unanimous approval of all the parties.
9. Such incoming partner shall give his prior consent to act as Partner of the LLP. The Contribution and profit sharing ratio of the new partner shall be as mutually decided amongst all existing partners.
10. The Contribution of the partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring contribution as decided.
11. All the 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.

Rights of Partner

12. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said ARLLP in the proportion of their Capital Contribution.
13. All the partners hereto shall have the voting rights in proportion to their capital contribution.
14. Every partner has a right to have access to and to inspect and copy any books of the ARLLP.



[Handwritten signatures in blue ink]

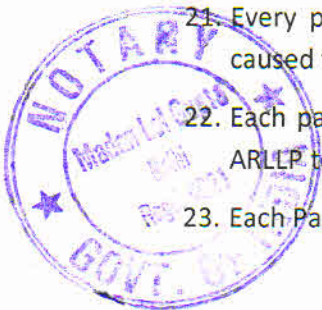
For SANKUJEE JEWELL PVT. LTD.

[Handwritten signature]
Director/Authorised Signatory

15. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper. The ARLLP and other partners of ARLLP shall have no objection thereto provided that the said partner has intimated the said fact to the ARLLP before the start of the independent business and moreover he shall not use the name of the ARLLP to carry on the said business.
16. ARLLP shall have perpetual succession; death, retirement or insolvency of any partner shall not dissolve the ARLLP.
17. If any party desire to exit from the LLP firm, then the offering party shall first offer the option to purchase the share to the existing partners at a valuation as may be mutually decided between the parties or by appointing independent valuer then only the offering party can sell his share to the third party.
18. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partnership as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the ARLLP shall come to an end. Upon the death of any of the partners herein any one of his or her legal heirs will be admitted as a partner of the ARLLP 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 legal heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the ARLLP.

Duties of Partners

20. Every partner shall account to the ARLLP for any benefit derived by them without the consent of the LLP from any transaction concerning the ARLLP, or from any use by them of the property, name or any business connection of the ARLLP.
21. Every partner shall indemnify the ARLLP and the other existing partners for any loss caused to it by his/her fraud in the conduct of the business of the ARLLP.
22. Each partner shall render true accounts and full information of all things affecting the ARLLP to other partners or their legal representatives.
23. Each Partner shall--



For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

- i) Punctually pay and discharge their separate debts and engagement and indemnify the other Partners and the ARLLP 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 ARLLP business and they all shall be the working partners.

24. No partner shall without the written consent of the ARLLP:-

- i) Employ any money, goods or assets of the ARLLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the ARLLP.
- ii) Lend money or give credit on behalf of the ARLLP or to have any dealings with any persons, company or firm whom the other partner/s previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the ARLLP by the partner incurring the same.
- iii) Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the ARLLP property or any part thereof may be seized.
- iv) Assign, mortgage or charge his or her share in the ARLLP or any asset or property thereof or make any other person a partner therein.
- v) Compromise or compound or (except upon payment in full) release or discharge any debt due to the ARLLP except upon the written consent given by the all other partners.
- vi) Enter into any bond or become surety for any person or persons or knowingly cause or suffer to be done anything whereby the property of ARLLP may be endangered.

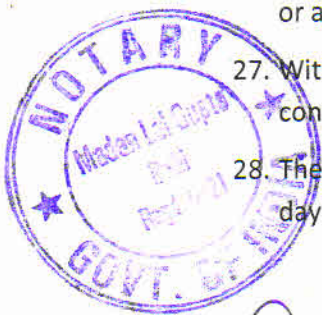
Meeting

25. All the matters related to the ARLLP shall be decided by a resolution passed by a majority of the partners.

26. The meeting of the Partners shall ordinarily be held at the registered office of the ARLLP or at any other place as per the convenience of all the Partners.

27. With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.

28. The LLP shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions.



[Handwritten signatures in blue ink]

[Handwritten signature in blue ink]

For SATISH BUILDWELL PVT. LTD.

[Handwritten signature in blue ink]

Director/Authorised Signatory

Duties of Designated Partner

29. The First Party, Second Party and Third Party shall act as the DESIGNATED PARTNERS of the ARLLP in terms of the requirement of the Limited Liability Partnership Act, 2008. Further the Fourth Party shall act as Partner but the nominee acting on behalf of the Fourth Party shall be act as DESIGNATED NOMINEE.
30. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
31. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
32. The ARLLP 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 ARLLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

Cessation of existing Partners

33. Partner may cease to be partner of the ARLLP by giving a notice in writing of not less than ninety days to the other Partners of his or her intention to resign as a partner.
34. The ARLLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act

Extent of Liability of LLP

35. ARLLP 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 ARLLP in doing a particular act; and
 - ii) the person knows that he has no authority or does not know or believe him to be a partner of the ARLLP.

Miscellaneous Provisions

36. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by them—
- i) in the ordinary and proper conduct of the business of the limited liability partnership; or



[Handwritten signatures in blue ink]

For SATISH BUILDWELL PVT. LTD.

Director/Authorised Signatory

ii) in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

37. The books of accounts of the LLP shall be kept at the place mutually decided by all the Partners.

38. The accounting year of the ARLLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this ARLLP till 31st March of the subsequent year.

39. It is expressly agreed that the bank account of the ARLLP shall be operated jointly by either first or second party and third or authorized signatory of fourth party.

40. All disputes between the Partners or between the Partner and the ARLLP 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).

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

Signed and delivered by the Partners

Witness-

Signature
Rakesh Kumar Mohan Lal
2201, Sanjay ch, Sec-23
NIT Faridabad.

Signature
Rakesh Golecha
8/0 St. Rajendra Golecha
R/o P-504, Plot GH-07,
The Young CGHS, Sec-64,
Faridabad.



ATTESTED
Signature
NOTARY PUBLIC
(INDIA)

30 JAN 2019

For and on behalf of "Advitya Residency LLP"

Signature
NARENDRA AGGARWAL
(FIRST PARTY)

Signature
MUKESH KUMAR AGGARWAL
(SECOND PARTY)

Signature
SURENDRA KUMAR ARYA
(THIRD PARTY)

FOR SATISH BUILDWELL PRIVATE LIMITED

For SATISH BUILDWELL PVT. LTD.

Signature
Anand Swaroop
(Director)
Director/Authorised Signatory
(FOURTH PARTY)