



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

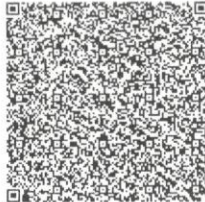
₹5,000

e-Stamp

Certificate No. : IN-DL42933506717345V
 Certificate Issued Date : 29-Jul-2023 05:10 PM
 Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
 Unique Doc. Reference : SUBIN-DLDL-SELF54457788212650V
 Purchased by : MUKESHKUMAR AGGARWAL
 Description of Document : Article 5 General Agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MUKESH KUMAR AGGARWAL
 Second Party : SURENDRA KUMAR ARYA
 Stamp Duty Paid By : MUKESH KUMAR AGGARWAL
 Stamp Duty Amount(Rs.) : 5,000
 (Five Thousand only)



₹5,000



SELF PRINTED CERTIFICATE TO BE
 VERIFIED BY THE RECIPIENT AT
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IN-DL42933506717345V

Please write or type below this line

 1 st Party Sh. Nishant Aggarwal	 2 nd Party Sh. Ankit Aggarwal	 3 rd Party Sh. Mukesh Kumar Aggarwal	 4 th Party Sh. Surendra Kumar Arya	 5 th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee
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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock 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.
3. In case of any discrepancy please inform the Competent Authority.

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MUKESH KUMAR AGGARWAL MUKESH KUMAR AGGARWAL MUKESH KUMAR AGGARWAL MUKESH KUMAR AGGARWAL MUKESH KUMAR AGGARWAL

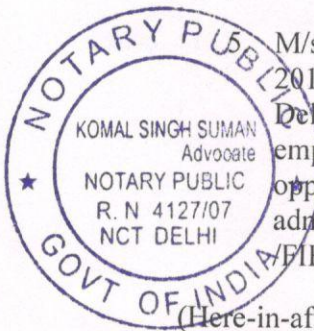
LLP AGREEMENT

(As per Section 23 of LLP Act, 2008)

This agreement of Limited Liability Partnership is made at Delhi on 4th Day of August, 2023;

AMONG

1. Mr. Nishant Aggarwal S/o Late Shri Narendra Aggarwal R/o H. No- 467, Sector- 21A, Faridabad- 121001, Haryana 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 NEW PARTNER/FIRST PARTY,
2. Mr. Ankit Aggarwal S/o Late Shri Narendra Aggarwal R/o H. No- 467, Sector- 21A, Faridabad- 121001, Haryana 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 NEW PARTNER/SECOND PARTY,
3. Mr. Mukesh Kumar Aggarwal S/o Late Shri Ram Bilas Aggarwal R/o H. No- C-1/4, Sector- 11, Faridabad- 121007, Haryana 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 CONTINUING PARTNER/ THIRD PARTY,
4. Mr. Surendra Kumar Arya S/o Sh. Ram Richpal Arya, R/o Neelanchal 7, Bandh Road, Chandan Hulla, Chhatarpur, Mehrauli, Delhi- 110074 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 CONTINUING PARTNER /FOURTH PARTY,



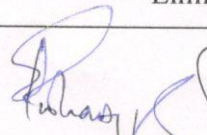
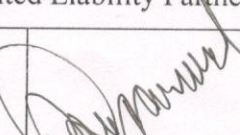
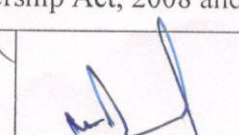
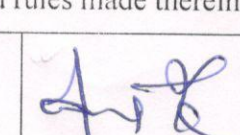
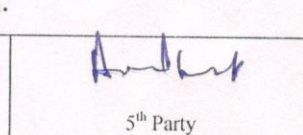
M/s Satish Buildwell Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Neel House, Lado Sarai, Opposite Qutab Minar, Delhi- 110030 through its Director, Mr. Anand Swaroop as nominee, who has been empowered severally to execute this agreement, which expression unless repugnant or opposed to the context thereof includes its legal heirs, legal representatives, executors, administrators and assignees etc.) hereinafter called the CONTINUING PARTNER/FIFTH PARTY.

(Here-in-after collectively referred to as "Partners" and individually as "Partner") and "PARTNER" means any person that becomes a Partner and includes Designated Partner or vice versa.

The First Party and Second Party collectively referred to as "NEW PARTNERS".

WHEREAS

- i. The Continuing Partners are carrying on the business under the name and style of "ADVITYA RESIDENCY LLP" (hereinafter referred to as "the LLP") vide LLP Identification Number AAN-8790, having its registered office at Office No- 202, 2nd Floor, Vikramaditya Tower, Alaknanda Market, Kalkaji South Delhi Delhi 110019, India in terms of the Limited Liability Partnership Agreement, dated 9th Day of January, 2019 and Supplementary Limited Liability Partnership Agreement dated 29th May, 2019, 5th July, 2022 and 18th August 2022 executed under the provisions of Limited Liability Partnership Act, 2008 and rules made therein.

 1 st Party Sh. Nishant Aggarwal	 2 nd Party Sh. Ankit Aggarwal	 3 rd Party Sh. Mukesh Kumar Aggarwal	 4 th Party Sh. Surendra Kumar Arya	 5 th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee
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- ii. The Continuing Partners have agreed to admit the New Partners as Designated Partner in place of Late Shri Narendra Aggarwal, Designated Partner of the LLP, died on 15-07-2023, Mr. Nishant Aggarwal and Mr. Ankit Aggarwal legal heirs of Late Shri Narendra Aggarwal have expressed their desire to be appointed as the Designated Partner of the LLP by execution of this LLP Agreement.
- iii. The Partners have discussed and mutually agreed for the admission of the new partners in the LLP and cessation of Late Shri Narendra Aggarwal from the LLP and to regulate and control the relationship between the parties; the parties are desirous of reducing to writing the terms of the Partnership agreed upon between themselves by executing a formal instrument of Partnership on the terms and conditions as hereinafter appearing.

NOW THEREFORE THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT executed in terms of Section 23(1) of the Limited Liability Partnership Act, 2008 WITNESSETH and it is hereby agreed by and among the parties hereto as follows:

1. Subject as hereinafter provided, the Regulations contained in the First Schedule to the Limited Liability Partnership Act, 2008 shall apply to the Limited Liability Partnership.

2. DEFINITIONS

In this Agreement and in the Schedules hereto, the following terms shall have the following meanings unless the context otherwise requires.

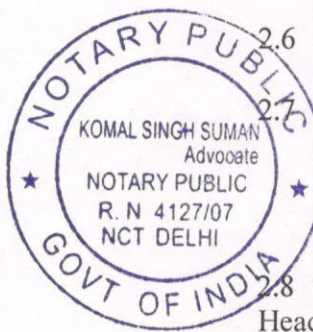
- 2.1 "Accounting Year" means the Financial year as defined in the LLP Act, 2008
- 2.2 "The Act" or "LLP Act" means the Limited Liability Partnership Act, 2008
- 2.3 "Business" includes every trade, profession service and occupation.
- 2.4 "Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.
- 2.5 "Designated Partner(s)/Partner(s)" means the Designated Partner(s) of the LLP and includes persons holding the position of Designated Partners by whatever name called.
- 2.6 "LLP" means the Limited Liability Partnership formed in the name of Advitya Residency LLP pursuant to this LLP Agreement.
- 2.7 "LLP Agreement" means agreement executed by continuing partners dated 9th Day of January, 2019 and Supplementary Limited Liability Partnership Agreement dated 29th May, 2019, 5th July, 2022 and 18th August 2022 and this Agreement determining the mutual rights and duties of the partners and their rights and duties inter se and in relation to the LLP.
- 2.8 "The seal" means the common seal or rubber stamp of the LLP of the LLP.


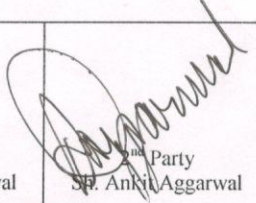
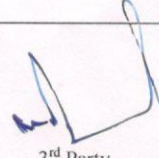
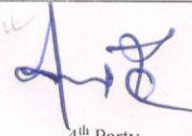
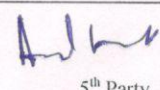
Headings herein are only for convenience.

3. This Agreement shall be effective from 15-07-2023

4. NAME OF LLP

- 4.1 The LLP shall be called Advitya Residency LLP or such other name as may be mutually agreed upon by and between the continuing and new partners hereto with the requisite approval of the concerned Registrar.



 1 st Party Sh. Nishant Aggarwal	 2 nd Party Sh. Ankit Aggarwal	 3 rd Party Sh. Mukesh Kumar Aggarwal	 4 th Party Sh. Surendra Kumar Arya	 5 th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee
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4.2 The LLP may change its name by following the procedure as laid down in the said Act.

5. BUSINESS OF LLP

The business of the LLP shall be:-

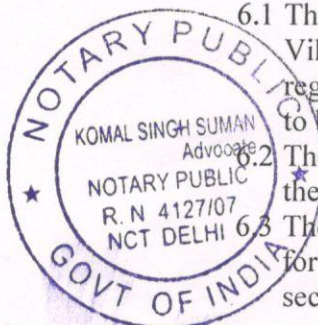
- i. Purchase/collaboration of any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to build, develop, install, erect, and construct thereon residential, commercial complex 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.
- 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.

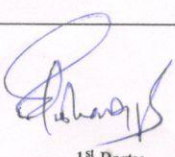
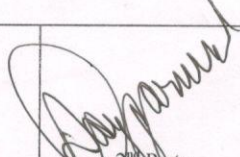
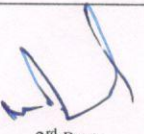
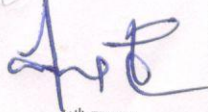
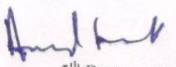
6 REGISTERED OFFICE OF LLP

6.1 The business of the LLP shall be carried on at and from Office No- 202, 2nd Floor, Vikramaditya Tower, Alaknanda Market, Kalkaji, Delhi- 110019, which shall be the registered office of the LLP and/or at and from such other place/s, as shall be agreed to by the partners unanimously from time to time.

6.2 The LLP may change its registered office by following the procedure as laid down in the said Act and with the consent of the continuing & new partners.

6.3 The LLP, may in addition to the registered office address, may use any other address for the purpose of correspondence as its address for service of documents, under sub-section (2) of section 13 of LLP Act, 2008 with the consent of the partners.



 1 st Party Sh. Nishant Aggarwal	 2 nd Party Sh. Ankit Aggarwal	 3 rd Party Sh. Mukesh Kumar Aggarwal	 4 th Party Sh. Surendra Kumar Arya	 5 th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee
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7 DESIGNATED PARTNERS

7.1 The Designated Partners of the LLP are:-

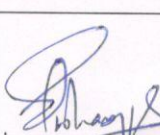

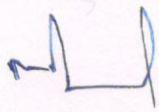

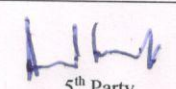
S. No.	Name of Partners	DPIN
1.	Mr. Nishant Aggarwal	00307472
2.	Mr. Ankit Aggarwal	01637832
3.	Mr. Mukesh Kumar Aggarwal	00231651
4.	Mr. Surendra Kumar Arya	00004626
5.	M/s Satish Buildwell Private Limited through its Director, Mr. Anand Swaroop as nominee	00004816

- 7.2 The said Designated Partners have given their consent to act as Designated Partners of the LLP.
- 7.3 The Designated Partners shall satisfy all the conditions and requirements as may be prescribed by the Central Government in that behalf.
- 7.4 Every Designated Partner shall have a Designated Partner Identification Number.
- 7.5 Details/particulars of every Designated Partner and his consent to act as such should be filed with the Registrar within thirty days of his appointment.
- 7.6 The Business of the LLP shall be conducted and managed by the Designated Partners and the decision of the Designated Partners shall be final and conclusive on the LLP in respect of all matters relating to the management and conduct of the day to day business of the partnership.
- 7.7 The Designated Partners shall be responsible and answerable for the doing of all acts, deeds, matters and things as required to be done by the Limited Liability Partnership in compliance of the provisions of the Limited Liability Partnership Act, 2008 and Rules made thereunder from time to time including filing of any document, Return, Statement, Report pursuant to the provisions of the said Act/Rules.
- 7.8 No Designated partner shall without the consent of the other Designated Partner do any of the following acts:
- Release or compound any debt or claim owing to the LLP.
 - Guarantee the payment or discharge of any sum or claim.
 - Execute any deed or stand surety for any payment for or acknowledge any liability on behalf of the LLP.
 - Transfer in any manner or by any mode whatsoever his interest in the LLP.
- 7.9 The Designated Partner shall indemnify the LLP for any loss caused to it by his fraud or willful neglect in the conduct of the business of the LLP.
- 7.10 The Designated Partner can appoint any person as his representative by passing a Board Resolution. Upon the death or cessation of such representative, the Designated Partner can appoint another representative by passing a Board Resolution.
- 7.11 On the insolvency of the Designated Partner, such partner shall inform the LLP and the other partner about the same within 7 days.

8 CONTRIBUTION

8.1 The capital of the LLP shall be Rs. 10,00,00,000/- (Rupees Ten Crore only) and shall be contributed by the partners in the following proportion:-

- | | |
|-----------------------------|-----------------|
| a. Party of the First Part | Rs. 1,25,00,000 |
| b. Party of the Second Part | Rs. 1,25,00,000 |
| c. Party of the Third Part | Rs. 2,50,00,000 |
| d. Party of the Fourth Part | Rs. 4,00,000 |
| e. Party of the Fifth Part | Rs. 4,96,00,000 |

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- 8.2 The Contribution can be increased or reduced with the consent of the Partners.
- 8.3 If any further capital is required at any time for the purposes of the LLP, the same shall be additionally contributed by the partners in their respective proportion of capital contributions made, unless otherwise agreed upon by the Partners. Further any loans advanced or deemed as advanced by the Partners to the LLP can be convertible into such capital contribution.
- 8.4 No Interest shall be payable by the LLP on the Capital Contribution received from Partners.
- 8.5 A separate capital account shall be maintained for each Partner. No Partner shall withdraw any part of his capital account while he is a Partner.

9 REFUND OF CAPITAL CONTRIBUTION

The Contribution of Partners will not be refundable except:

- In case of death, retirement, expulsion or cessation of the said Partner.
- Winding up of the LLP
- As may be decided mutually among all partners.

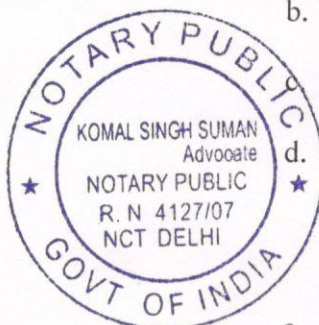
10 RIGHTS OF PARTNERS

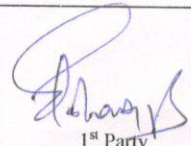
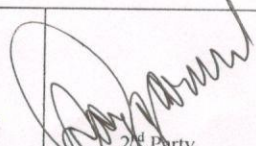
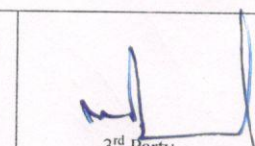
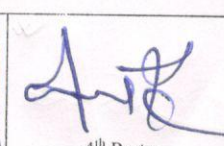
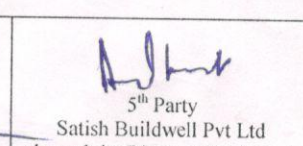
The partners shall

- take part in the day to day management of the LLP.
- Pledge/ hypothecate/ mortgage assets of LLP for borrowing money for the purpose of the business of the LLP as permissible.
- have right, title interest share claim demand in all the assets and properties in the LLP in their respective profit sharing ratio.
- have access to and be entitled to inspect and copy any books of accounts and other records of the LLP.
- be entitled to continue to carry on or engage in their own, separate and independent business as hitherto carried on or that they may hereafter desire to carry on save any business directly or indirectly competing with the business of the LLP and the other partner and the LLP shall not have any objection thereto, and provided however that he shall not use the name or assets or goodwill or reputation of the LLP to carry on the said business.

11 DUTIES OF PARTNERS

- The Partners shall work diligently and faithfully for purpose of the business of LLP and shall be loyal to each other and the LLP.
- The Partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business.
The Partners shall render true accounts and full information of all things affecting the LLP, partner(s) of the LLP or their Legal representatives.
- The Partners shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the Limited Liability Partnership.
- In case any Partner of the LLP desires to transfer or assign his interest or shares in the LLP, he is bound to first offer the same to the other partner by giving 15 days'



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notice. In the absence of any communication by the other partner, the concerned partner can transfer or assign his share in the market.

12 RESTRICTION ON THE PARTNERS' AUTHORITY

Without the consent of the other partner, no partner shall:-

- Transfer, assign, mortgage or pledge his share of interest in the LLP.
- On behalf of the LLP, lend money or give credit to or have any dealings with any persons, whose credit worthiness is doubtful or whom the other partner previously in writing has forbidden it to deal with and the defaulting partner shall be solely liable for any loss incurred on account of such breach.
- Employ any money, goods or assets of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- Enter into any bond or stand surety or guarantee with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized or attached.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP.
- Draw or accept or endorse unauthorisedly any bill of exchange or promissory note on LLP's account.
- Commit to buy or buy any immovable property for the LLP.
- Do any act or omission rendering the LLP liable to be wound up.
- Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection.
- Submit any dispute relating to the LLP's business to arbitration.

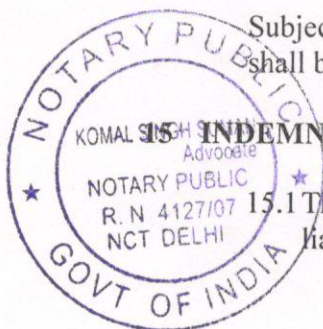
13 EXTENT OF LIABILITY OF THE LLP

The LLP is not bound by anything done by a partner in dealing with a person if—

- the partner in fact has no authority to act for the LLP in doing a particular act; and
- such person knows that he has no authority or does not know or believe him to be a partner of the LLP.

14 LIABILITY OF PARTNERS

Subject to the provisions of the Act, the liability of the Partners to this LLP Agreement shall be limited to the Contribution committed by them to the LLP.

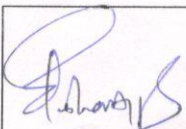
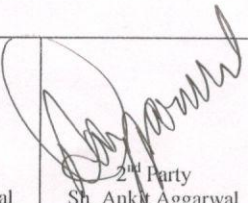
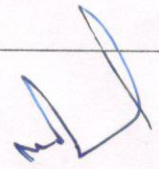




15 INDEMNITY

15.1 The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him.

- In the ordinary course and proper conduct of the business of the LLP; or
- In or about anything necessarily done for the preservation of the business or property of the LLP.

15.2 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

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- LLP, except in the event of gross negligence or willful misconduct of the partner or officer seeking indemnification.
- 15.3 Each partner shall indemnify the LLP and the other partner for any loss caused to it by his unauthorized acts or any fraud committed by him in the conduct of the business of the LLP.

16 MANAGEMENT & MEETINGS OF LLP

The overall management of the LLP will be conducted by the partners of the LLP.

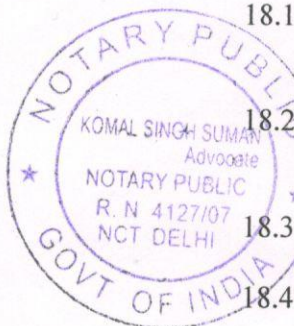
- Any matter or issue relating to the Limited Liability Partnership shall be decided by Resolution passed by majority partners, and for this purpose, first party, second party and third party shall jointly have one vote whereas fourth party and fifth party shall jointly have one vote. The meeting of the Partners may be called by communicating over phone or sending prior notice to the partners at their residential address or by e-mail at the email ID's as registered with Registrar of Companies at the time of allotment of their DPIN or at the email ID's provided by the individual Partners in writing to the LLP or by hand delivery.
- The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as mutually agreed.
- The Limited Liability Partnership shall ensure that decisions taken by it are recorded in the minutes and are kept and maintained at the registered office of the LLP.
- The meetings of the LLP and the maintenance of the Minutes of the meeting shall be as mutually agreed between the Partners.

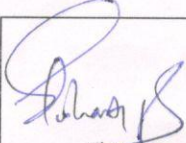

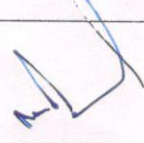
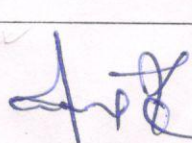
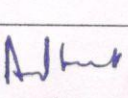
17 COMMON SEAL

- 17.1 The LLP shall have a Common Seal and the same shall be laid before and adopted at the general meeting mentioned hereinabove and the Common Seal shall be affixed to any document or contract as may be required with the approval of authorized persons or authorized Designated Partners on each occasion and the same shall be recorded chronologically in the Seal Book maintained for the purpose under their signatures.
- 17.2 The Designated Partners shall provide for and ensure the safe custody of the Seal of the LLP.
- 17.3 The Seal shall not be affixed to any instrument except by the authority of authorized persons or authorized Designated Partners appointed by the Designated Partners, who shall sign every instrument to which the Seal is affixed on behalf of LLP.

18 ADMISSION OF NEW PARTNER

- 18.1 No new Partner may be introduced as a new partner of the LLP without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
- 18.2 The Contribution of the new partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring contribution as may be decided by all the partners from time to time.
- 18.3 The Profit sharing ratio of the incoming partner will be decided by the continuing & new partners by mutual agreement.
- 18.4 Persons admitted as partners shall duly comply with the provisions of Section 25(1) of LLP Act and Rule 22(1) framed thereunder. The LLP shall have perpetual succession and the death, retirement, expulsion, cessation or insolvency of any partner shall not dissolve the LLP.



 1 st Party Sh. Nishant Aggarwal	 2 nd Party Sh. Ankit Aggarwal	 3 rd Party Sh. Mukesh Kumar Aggarwal	 4 th Party Sh. Surendra Kumar Arya	 5 th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee
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19 CESSATION OF EXISTING PARTNERS

- 19.1 Any Partner may cease to be partner 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.
- 19.2 The LLP firm shall have perpetual succession; death, retirement or insolvency of any partner shall not dissolve the firm.
- 19.3 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.
- 19.4 Upon insolvency of partner, his or her rights, title and interest in the partnership shall come to an end.
- 19.5 Upon death of any partner, any one of his or her legal heirs will be admitted as a partner of the LLP in place of 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 rights, title and interest of such deceased partner.
- 19.6 Upon 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 LLP.

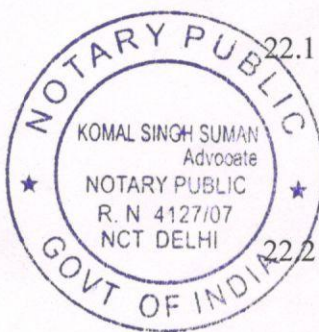
20 VOLUNTARY WINDING UP OR TERMINATION OF LLP

- 20.1 The LLP shall continue to operate subject to the provisions of the LLP Act, 2008 until termination of this Agreement by consent of the Partners.
- 20.2 The LLP shall be liable to dissolution only if the Partners so decide.
- 20.3 With mutual consent of the Partners, the LLP may initiate the proceedings for its winding up.
- 20.4 On the winding up of the LLP, the Liquidator, may subject to the provisions of the said Act, and the Rules made by the Central Government in this regard divide among the Partners in species or otherwise the whole or any part of the assets of the LLP.
- 20.5 Voluntary winding up of the LLP shall be as per the provisions of the LLP Act and only upon the prior written consent of all the Partners.

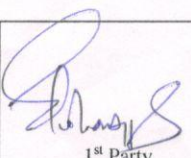
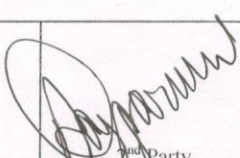
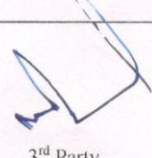
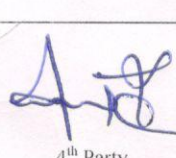
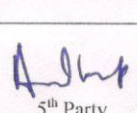
21 BANK ACCOUNTS

- 21.1 The Bankers of the LLP shall be any scheduled bank and/or such other Bank/s as the partners may unanimously decide from time to time.
- 21.2 The Bank account of the LLP shall be operated jointly by the Designated Partners or by their authorized representative or as may be mutually decided by the partners from time to time.

22 BORROWINGS



- 22.1 For the purpose of the business of the LLP, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, NBFC or any other person at the prevailing rate of interest with the consent of the Designated Partners. The Borrowing may be secured or unsecured, and the security may be created by the partners respectively wherever required.
- 22.2 The funds required for the purpose of the business of the LLP may also be contributed or arranged by the partners as unsecured loans in such manner as may be mutually agreed upon. A partner may arrange or lend money to and transact other business with

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- the Limited Liability Partnership in respect thereof and shall have the same rights and obligations with respect to the loan or other transactions as a person who is not a partner.
- 22.3 Any borrowings made by the LLP from the Partner may, at any time, be converted into contributions of Advitya Residency LLP subject to approval of all partners of the LLP.
- 22.4 The LLP may take Loans from Partners. It is hereby agreed that simple Interest at the rate mutually agreed shall be payable by the LLP on the said Loans received from Partners.
- 22.5 LLP may grant loans to its partners. The giving of such loans and interest on loans will be determined by partners unanimously.

23 SHARE OF PROFIT AND LOSS

23.1 The Net profit of the LLP arrived at after providing for and deduction of all the costs, charges, expenses, liabilities, debts and taxes standing to their credit in the books of the Partnership as on the last date of the relevant financial year shall be divided and distributed amongst the Partners in the following proportion:

- | | |
|-----------------------------|-------|
| a. Party of the First Part | 12.5% |
| b. Party of the Second Part | 12.5% |
| c. Party of the Third Part | 25% |
| d. Party of the Fourth Part | 20% |
| e. Party of the Fifth Part | 30% |

23.2 The Losses of the LLP including loss of Capital, if any, shall be borne and paid by the Partners in the following proportion:

- | | |
|-----------------------------|-------|
| a. Party of the First Part | 12.5% |
| b. Party of the Second Part | 12.5% |
| c. Party of the Third Part | 25% |
| d. Party of the Fourth Part | 20% |
| e. Party of the Fifth Part | 30% |

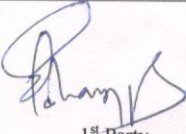
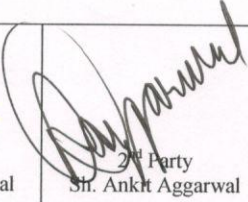
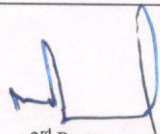
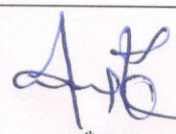
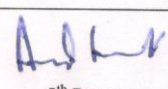
24 DRAWINGS BY PARTNERS

Each Partner shall be entitled to withdraw equally in proportion to their respective contribution ratio at every time, out of the Partnership funds as drawings such amount towards their share of profit or from the credit balance of his income account or from capital account or from loan accounts from time to time unless otherwise agreed in writing.

25 INTELLECTUAL PROPERTY

All brand names, logos, trademarks, etc. whether registered or not, belonging to or used by the LLP for any project undertaken by the LLP shall belong solely exclusively absolutely to the LLP, viz Name of LLP alone.

- 26 All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights of whatever kind shall be the property of the LLP and no Partner shall be entitled to hold himself out as entitled to or otherwise use for himself such property otherwise then as a client or customer.

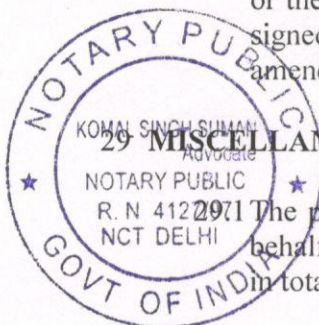
 1 st Party Sh. Nishant Aggarwal	 2 nd Party Sh. Ankh Aggarwal	 3 rd Party Sh. Mukesh Kumar Aggarwal	 4 th Party Sh. Surendra Kumar Arya	 5 th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee
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27- ACCOUNTS AND AUDIT

- 27.1 The accounting year of the LLP shall be from 1st April of the year to 31st March of the subsequent year. The first accounting year shall be from the date of incorporation of this LLP till 31st March of the subsequent year or as per the Generally Accepted Accounting Principles in India.
- 27.2 The books of accounts of the LLP shall be kept at a place decided by all the partners mutually.
- 27.3 The LLP shall within a period of 6 months from the end of each financial year, prepare an Annual Statement of Accounts and Solvency for the said financial year as at the last day of the said financial year in the prescribed form and shall be signed and filed at the Registrar of Companies.
- 27.4 The Statement of Accounts and Solvency and Annual Return filed by the LLP shall be available for inspection in the office of the Registrar during business hours in such manner and on payment of such fees as may be prescribed.
- 27.5 The LLP shall maintain proper books of accounts relating to its affairs for each year of its existence on cash basis or accrual basis and according to double entry system of accounting and shall maintain the same at its registered office.
- 27.6 The accounts of the Limited Liability Partnership shall be audited in accordance with the Rules prescribed under section 34 (3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules and Forms, 2008. and the Rules prescribed by the Central Government.
- 27.7 The auditors will be appointed by the Designated Partners of the LLP mutually and their remuneration will be fixed by them.

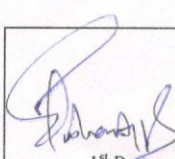
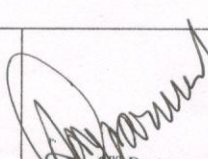
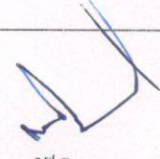
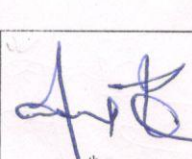
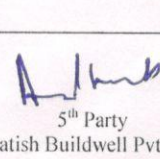
28 ALTERATION OF LLP AGREEMENT

- 28.1 The partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary Agreement and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such Agreement is executed and the same shall form part of this LLP Agreement.
- 28.2 Where there is a change in constitution of Partnership (either due to change in profit/loss sharing ratio between the partners or due to admission of a partner or otherwise) a fresh Agreement shall be drawn up to give effect to the said reconstitution.
- 28.3 No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP shall be valid or effective or binding upon the Partners or the LLP unless reduced to writing as a Supplemental to this Agreement and duly signed and accepted by the Partners of the LLP as on the relevant date of alteration, amendment or change.



29 MISCELLANEOUS PROVISIONS

- 29.1 The partners shall be entitled to claim any money or money's worth paid for or on behalf of the LLP. Any expense incurred exclusively for the LLP shall be reimbursed in total.

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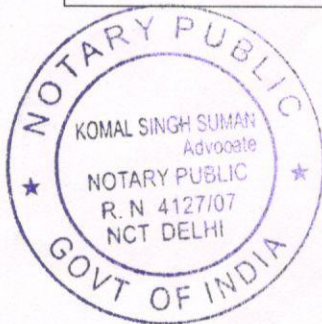
30 - RESOLUTION OF DISPUTES

30.1 All disputes between the partners or between any Partner and the LLP arising out of the Limited Liability Partnership or this Agreement which cannot be resolved in terms of this Agreement shall be referred to arbitration as the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or reenactment thereto. The venue of the arbitration proceedings shall be Haryana and the proceedings shall be in English.

30.2 Only the courts of competent jurisdiction at Delhi shall have exclusive jurisdiction in all matters.

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

<p>WITNESS-1 <i>Vishal Srivastava</i> Vishal Srivastava MIT-1, Faridabad -121001</p>	<p><i>[Signature]</i> 1st Party- Sh. Nishant Aggarwal</p>
<p>WITNESS-2 <i>Ankit</i> Ankit Kaulhik 103/4R, Faridabad -121006</p>	<p><i>[Signature]</i> 2nd Party- Sh. Ankit Aggarwal</p>
	<p><i>[Signature]</i> 3rd Party- Sh. Mukesh Kumar Aggarwal</p>
	<p><i>[Signature]</i> 4th Party- Sh. Surendra Kumar Arya</p>
	<p><i>[Signature]</i> 5th Party- Satish Buildwell Pvt. Ltd. (through its Director Mr. Anand Swaroop as Nominee)</p>



ATTESTED
[Signature]
NOTARY PUBLIC, DELHI

19 SEP 2023

<p><i>[Signature]</i> 1st Party Sh. Nishant Aggarwal</p>	<p><i>[Signature]</i> 2nd Party Sh. Ankit Aggarwal</p>	<p><i>[Signature]</i> 3rd Party Sh. Mukesh Kumar Aggarwal</p>	<p><i>[Signature]</i> 4th Party Sh. Surendra Kumar Arya</p>	<p><i>[Signature]</i> 5th Party Satish Buildwell Pvt Ltd through its Director Mr. Anand Swaroop as Nominee</p>
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