

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**  
(As per Section 23(4) of LLP Act, 2008)

THIS AGREEMENT of LLP made at Jaipur this 04<sup>th</sup> Day of September, 2021 by and amongst:

1. **Mr. Ganga Singh Tanwar** Son of Shri Shahdev Singh, residing at Flat No 702, 7th Floor, Indus Tower Plot No 1 to 4, 22 to 25, Gopalpura Byepass Udai Nagar-B, Jaipur, Rajasthan, 302020 India which expression shall, unless it be repugnant to the subject or context thereof, includes their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

And

2. **Mr. Kajod Mal Choudhary** Son of Shri Ramdhan Choudhary, residing at 64, Bhadu Mohlla, Fariyadpura, Water Tank, Jaipur, Rajasthan 303008 India which expression shall, unless it be repugnant to the subject or context thereof, includes their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

**(THE FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNER(S))**

NOW, the FIRST AND SECOND Party to this agreement are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation.

For BHUMIJA EMPIRE LLP

ATTESTED

Notary (Govt. of India)  
JAIPUR (Raj.)

- 4 SEP 2021

For BHUMIJA EMPIRE LLP

5379 4 SEP 2021

क्रमांक ..... दिनांक .....  
रुपये ..... 1000 2021

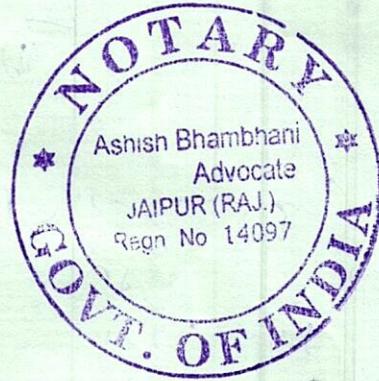
नाम ..... रमेश प्रभानी (मालाप)  
पिता का नाम .....  
पता ..... बाबत .....  
पालका. नं 115/145

350 200 3  
पालका. नं 115/145

स्टाम्प खरीदने वाले के हस्ताक्षर

सोना समतानी (लाइसेन्स नं. 37/2020)  
115/145 अग्रवाल फार्म  
मानसरोवर, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के तर्गत स्टाम्प राशि या प्रवाहित अधिभार	
1. धारामूल आवस्यकना सवित्ता और संवर्धन (धारा 3-क) - 10 प्रतिशत	100
2. गाय और उसकी नस्ल के सरक्षण और संवर्धन हेतु (3-ख) / प्राकृतिक आपदाओं एवं जनव विरुद्ध आपदाओं के विवारण हेतु - २० प्रतिशत	200
कुल योग	300
हस्ताक्षर स्टाम्प बैण्डर	.....



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

**(A) Main Clauses**

A Limited Liability Partnership shall be carried on in the name and style of **M/s Bhumija Empire LLP** and hereinafter called as "the LLP".

1. The LLP as constituted under this Agreement shall be deemed to have commenced its business on the 04th Day of September, 2021.
2. The LLP shall have its registered office at PNO 1 TO 4, F.NO. 702, UDB Indus, Uday Nagar B, Mansarovar, Jaipur-302020 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. The Initial Contribution of the LLP shall be Rs 20,000/- (Rupees Twenty thousand only) which shall be contributed by the partners in the following proportion.

First Party - Rs. 19,800/- (Rupees Nineteen Thousand Eight Hundred only)

Second Party - Rs. 200/- (Rupees Two Hundred only)

Further contribution if any, required by the LLP shall be brought in by the partners in their above-mentioned capital sharing ratio or as otherwise decided by majority of partners.

4. The "Accounting year" or "Financial Year" of the LLP shall be from 1st April of the year to 31<sup>st</sup> March of the subsequent year. The first "Accounting year" or "Financial Year" shall be from the date of incorporation of the LLP till 31<sup>st</sup> March, 2022.
5. The net profits / loss of the LLP arrived at after providing for payment of remuneration to the working partners and interest to partners on the loan given by them shall be shared by the partners in the following proportion :

First party	99%
Second Party	01%
	-----
	100%
	-----

For BHUMIJA EMPIRE LLP

*Kajal*  
Designated Partner

For BHUMIJA EMPIRE LLP  
*Kajal*  
Designated Partner

**ATTESTED**  
Notary (Govt. of India)  
JAIPUR (Raj.)

*- 4 SEP 2021*

5399

4 SEP 2021

क्रमांक ..... दिनांक .....  
 रुपये ..... 100 200  
 नाम ..... नूर अली प्रिया निकिता  
 पिता का नाम .....  
 पता ..... बाबत ..... नूर अली प्रिया  
 400 350 100  
 200 100 100  
 11/09/2021

स्टाम्प खरीदने वाले के हस्ताक्षर

B/

Seng

सोना समतानी (लाइसेन्स नं. 37/2020)  
 115/145 अग्रवाल फार्म  
 मानसरोवर, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के तर्गत स्टाम्प राशि पर यमांदत अधिभार	
आधारभूत आवासरचना सविधाओं हेतु (धारा 3-क) -10 प्रतिशत	100
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (3-ख)/प्राकृतिक आपदाओं एवं पानव निर्मित आपदाओं के निवारण हेतु-20 प्रतिशत	200
कुल रोपा	300

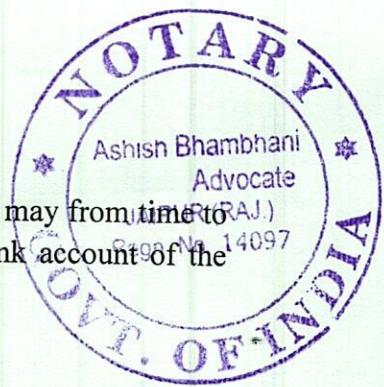
हस्ताक्षर स्टाम्प बैण्डर Seng

LOT BHMINTA EMPIRE LLP

Debtors ledger Pather

LOT BHMINTA EMPIRE LLP

Debtors ledger Pather



6. The bankers of the LLP shall be such bank or banks as the partners may from time to time unanimously agreed upon. It is expressly agreed that the bank account of the LLP shall be operated severally by any of the designated partner.
7. The business objects of the LLP are :
  1. To Carry On The Business of Buying, Selling, Construction, Maintenance, Development Of Any Real Estate Projects, Lands, Villas, House, Bunglows, Farm Houses, Resorts, Etc.

#### **(B) Rights of Partners**

1. Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their capital contribution.
2. Each partner has a right to access of all the business information as well as to inspect or take copy or extract of any record of the LLP.
3. Each partner shall be at liberty to carry on his own and independent business simultaneously as hitherto they might be doing or may hereafter do as they deem fit and proper. Other partner(s) and the LLP shall have no objection thereto provided the partner so carrying his own independent business duly discloses this fact to other partners or LLP prior to starting the same or at the time of entering into this LLP and that the said business is not detrimental to the interests of LLP and that the name and style of the LLP business is not used by him in the course of partner's own and independent business;
4. If, any partner advances any sum of money to the LLP over and above his due contribution to capital, the same shall be treated interest bearing loan to the LLP, chargeable @ 9% per annum, yearly compounding and payable subject to TDS. The rate of interest shall be subject to change as may be decided amongst the partners mutually;
5. The interest of each partners in LLP as stakeholder or partner can be transferred or assigned by the respective partner(s) if desired so provided the balance partners gives their consent to such transfer or assignment;

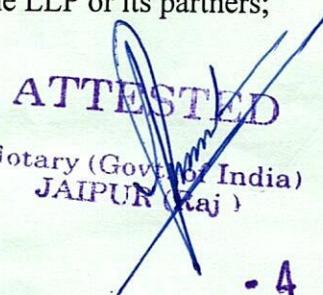
#### **(C) Duties of Partners**

6. Partners in the LLP shall mutually and reciprocally discharge their duties in the business and shall be just and faithful to the other partners in all transactions relating to the LLP;
7. Each partner shall maintain a high degree of integrity and adhere business ethics including rendering correct and full account and disclosure of related information of all transactions which has direct or indirect bearing on the business and mutual business relationships of the partners or affecting the limited liability partnership to any partner or his legal representatives;
8. Each partner shall remain accountable to the limited liability partnership by compensating and accounting for against the benefit derived by him/her or transaction to his benefit made by him / her or out of using property, name or business of LLP with or without the consent of the LLP or its partners;

For BHUMIJA EMPIRE LLP

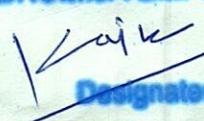


Designated Partner

 ATTESTED

Notary (Govt. of India)  
JAIPUR (Raj)

For BHUMIJA EMPIRE LLP

 Kailash

Designated Partner

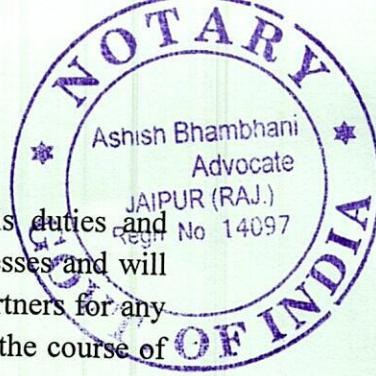
- 4 SEP 2021

FOR SHUNMI EMPIRE LTD

Debtors Debtor

FOR SHUNMI EMPIRE LTD

Debtors Debtor



9. Each partner shall endeavor to take due diligence in discharging his duties and responsibilities towards the Limited Liability Partnership and its businesses and will indemnify the limited liability partnership and / or the other existing partners for any loss or damage caused to it on account of his conduct and dealings in the course of business of limited liability partnership.
10. Partners shall give requisite time and attention as may be required for fulfillment of the objectives of the LLP and managing the affairs of the business.
11. No Partner shall without the specific consent of other Partners :-
  - Employ any money, goods or effects of the LLP except in the ordinary course of business of LLP.
  - Enter into any contract, bond or become surety for any individual / firm / company or perform knowingly to cause or suffer to be caused anything whereby the LLP's property or any part thereof is put to any kind of risk(s).
  - Assign, mortgage or charge his or her share in the LLP 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 persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred by any partner of LLP on account the said act shall construed a breach of contract amongst the partner of LLP and such damage or loss shall liable to be indemnified by the defaulter partner(s).
  - 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

#### (D) Meetings

12. The meeting of partners may be called by giving minimum 7 days notice. In case if any urgent meeting is to be called the notice requirement is to be ratified by all the Partners.
13. The matter discussed in the LLP meeting shall be decided by a resolution passed by majority in number of the partners, and for this purpose, each partner shall have one vote.
14. 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.

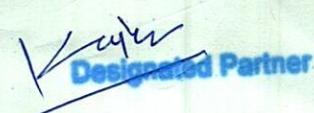
#### (E) Designated Partners

15. Parties shall act as Designated Partner(s) of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

For BHUMIJA EMPIRE LLP

  
Parwati  
Designated Partner

For BHUMIJA EMPIRE LLP

  
Kavita  
Designated Partner

ATTESTED  
Notary (Govt. of India)  
JAIPUR (Raj.)

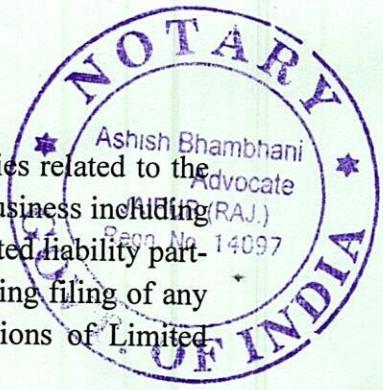
- 4 SEP 2021

For BHUMIYA EMPIRE LLP

~~Deliverable Partner~~

For BHUMIYA EMPIRE LLP

~~Deliverable Partner~~



16. The Designated Partners shall be responsible for carrying all activities related to the business of Limited Liability partnership, in the ordinary course of business including such acts, deeds and things as may be 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 report pursuant to the provisions of Limited Liability Partnership Act, 2008.
17. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement together with all such acts as may be decided from time to time by all the partners.

#### **(F) Remuneration to Partners**

18. The LLP shall pay remuneration to all the working partners or to such other partners as may be agreed mutually and reviewed further from time to time.

#### **(G) Admission of New Partner(s)**

19. Any new partner(s) can be admitted into the LLP subject to the consent of all the existing partners. Further, such incoming partner shall give his/her prior written consent to act as Partner of the LLP.
20. The Contribution of the new partner may be tangible, intangible, moveable or immovable property and / or cash as may be decided with the consent of all partners.
21. The Capital and Profit sharing ratio of the incoming partner will be decided by mutual consent of all partners.

#### **(G) Cessation of Existing Partner(s)**

22. A person will be ceased to be partner of the LLP on the expiry of notice which he is required to serve to all the other partners or firm at least 30 days prior to his intention of ceasing as partner.
23. On retirement / ceasing as partner of LLP, the said partner shall be entitled to the full payment in respect of all his rights, title and interest in the LLP to be determined as per this agreement and standard practice in this regard.
24. Upon the death or becoming state of unsound mind of any of the partners herein any one of his or her legal heirs will be admitted as a partner of the LLP in place of such deceased partner. The legal 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.
25. On the death or becoming state of unsound mind 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.
26. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of indulging into unlawful or fraudulent practices in carrying the activity of business of the LLP.

#### **(H) Extent of Liability of the LLP**

27. The partnership is a limited liability partnership and it is liable to the external parties only upto the limit of its assets / Net worth in accordance with the provisions of Limited Liability Partnership Act, 2008.

For BHUMIJA EMPIRE LLP  
Ramu, Designated Partner

ATTESTED

Notary (Govt. of India)  
JAIPUR (Raj.)

- 4 SEP 2021

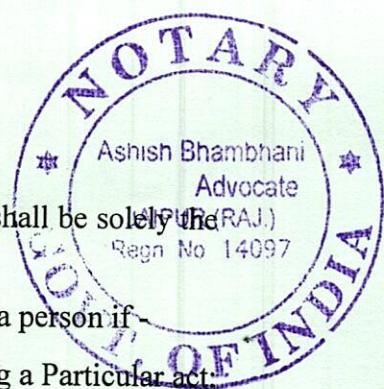
For BHUMIJA EMPIRE LLP  
Karan, Designated Partner

For Bhumija Empire LLP

Delivered by DHL

For Bhumija Empire LLP

Delivered by DHL



28. An obligation of the LLP, whether arising in contract or otherwise, shall be solely the obligation of the LLP.

29. The 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 do not know or believe him to be a partner of the LLP.

**(I) Extent of Liability of the partners**

30. A partner is not personally liable, directly or indirectly for an obligation of LLP solely by reason of being a partner of the LLP except in case of his own wrongful act or omission as a partner of LLP

31. The Partners shall be liable for the liabilities of the LLP to the extent of unpaid amount of their agreed contribution in capital and not beyond that except in case of fraud / conspiracy on his / their part.

**(J) Miscellaneous Provisions**

32. The LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP in respect of payments made and personal liabilities incurred by him—

- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
- II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

33. The books of accounts of the LLP shall be kept at the registered office of the partnership firm and shall be available to all the partners for their due reference and taking extracts out of it.

34. All disputes between the partners or between the Partner(s) and the LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

35. The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

**(K) Borrowing Powers:**

36. The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of all the Designated Partners, to the extent of the contribution available in the account of the LLP as on the date of borrowing.

For BHUMIJA EMPIRE LLP  
Parwaz  
Designated Partner

ATTESTED  
Notary (Conc. of India)  
JAPNIT (Raj)

For BHUMIJA EMPIRE LLP  
Parwaz  
Designated Partner

4 SEP 2021

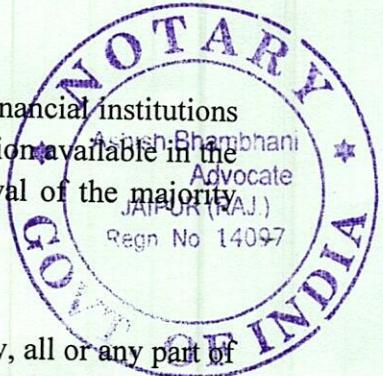
For Bhumia Empire Ltd

Georgievsk Painter

For Bhumia Empire Ltd

Georgievsk Painter

37. LLP may borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, exceeding of the contribution available in the account of the LLP as on the date of borrowing with the approval of the majority partners of the LLP.



38. In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.

39. Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of all partners of the LLP.

40. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement or mutually agreed upon.

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

WITNESS:

1. Ankit Jain

2. Jitendra Kumar Saini

S/o Maniram Saini

Add- Dhami Chachawali  
Samay Nagar  
DHUNJHUNU (RAJ.)

DESIGNATED PARTNERS:

*Ganga Singh Tanwar*  
For BHUMIJA EMPIRE LLP  
(Ganga Singh Tanwar)  
(First Party)  
Designated Partner

*Kajod Mal Choudhary*  
For BHUMIJA EMPIRE LLP  
(Kajod Mal Choudhary)  
(Second Party)  
Designated Partner

ATTESTED

Notary (Govt. of India)  
JAIPUR (Raj.)

1-4 SEP 2021

FOR SHUNMI EMPIRE LTD

Desigualized Painter

FOR SHUNMI EMPIRE LTD

Desigualized Painter

1000 928 001