

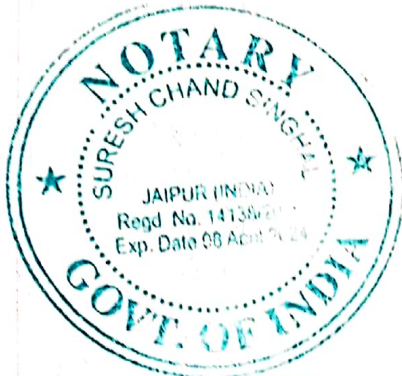


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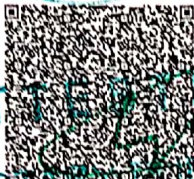
INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No. : IN-RJ45812841874989T
 Certificate Issued Date : 28-Jul-2021 02:27 PM
 Account Reference : NONACC (SV)/ rj3145204/ JAIPUR/ RJ-JP
 Unique Doc. Reference : SUBIN-RJRJ314520482362217136747T
 Purchased by : HL HOMES LLP
 Description of Document : Article 5(g) Simple Agreement
 Property Description : A-8, VIVEK VIHAR, LALARPURA, JAIPUR-302034
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : HL HOMES LLP
 Second Party : NA
 Stamp Duty Paid By : HL HOMES LLP
 Stamp Duty Payable (Rs.) : 4,000
 (Four Thousand only)
 Surcharge for Infrastructure : 400
 Development (Rs.) : (Four Hundred only)
 Surcharge for Propagation and : 800
 Conservation of Cow (Rs.) : (Eight Hundred only)
 Stamp Duty Amount(Rs.) : 5,200
 (Five Thousand Two Hundred only)



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shalestamp.com' or using e-Stamp Mobile App of Stock Holding.
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

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP is made at Jaipur, on this 28th day of July, 2021 by and between the following parties:

1. **Mr. MUKESH KUMAR SHARMA** S/o Shri Laxmi Narayan Sharma, Indian Citizen, residing at 11, Bagadon Ka Mohalla, Village Devla Post Boraj, Tehsil Dudu, Boraj, Jaipur-302034, Rajasthan (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the party of the First Part;
2. **Mr. KAILASH CHAND SHARMA** S/o Shri Lallu Ram Sharma, Indian Citizen, residing at Aguna Baad Sarpanch Ki Dhani, Ajmer Road, Bhankrota, Teh Sanganer, Bhankrota, Jaipur-302026, Rajasthan (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the party of the Second Part;
3. **Mr. RAJESH CHOPRA** S/o Shri Babu Lal Chopra, Indian Citizen, residing at A 88, Anupam Vihar, Gandhi Path, Vaishali Nagar, Panchyawala, Jaipur-302034, Rajasthan (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the party of the Third Part;

(Here-in-after collectively referred to as parties and individually as party)

WHEREAS, The Registrar has incorporated a Limited Liability Partnership on 28th Day of July, 2021 in the name and style as "HL HOMES LLP" and a certificate of Registration under the Limited Liability Partnership Act 2008 has been issued with LLP Identity Number AAX-9042 of 2021.

NOW THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSES AS FOLLOWS:

1. Business

To carry on the business of Real Estate including development, appraisal, marketing and selling of Commercial and Residential Plots and Land. It also comprises letting and management of owned or leased properties. It also includes charging commission for selling plots as a real estate agent and other related activities.

2. Name

The name of the Limited Liability Partnership shall be "HL HOMES LLP" which has been permitted by Registrar under the LLP Act 2008 Subject to the mutual consent of the Parties hereto, the partners may carry on the business activity in any other name or names.

3. Registered Office

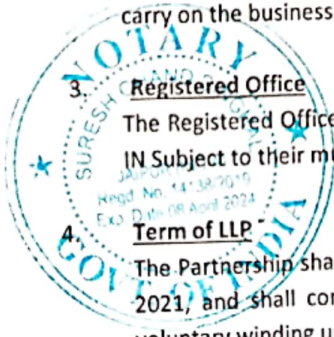
The Registered Office of the LLP shall be situated at A 8 Vivek Vihar, Lalarpura, Jaipur-302034, Rajasthan, IN Subject to their mutual consent, the partners can carry on the business from any other place or place

4. Term of LLP

The Partnership shall deem to have commenced on the date of registration of the LLP 24th Day of JULY, 2021, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008. The voluntary winding up or dissolution can be done with the consent of all the partners.

5. Initial Partners & Designated Partners:

The Parties hereto shall be the initial partners. The first party, second party and third party shall be designated partners as well as partners of the LLP. The existing partners at any time may admit and appoint others as they mutually decide unanimously at any time and from time to time.



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Shri Mukesh Kumar Sharma

A. Rajesh Chopra

6.1 That the fixed Capital of LLP shall be Rs. 100,000/- (Rs One Lac only). Thus, the partner contribution shall be credited in the respective partners account in the following proportions.

- a) **MUKESH KUMAR SHARMA** (First Party) Rs. 37500/- (Rupees Thirty Seven Thousand Five Hundred only) being 37.5%.
- b) **KAILASH CHAND SHARMA** (Second Party) Rs. 37500/- (Rupees Thirty Seven Thousand Five Hundred only) being 37.5%.
- c) **RAJESH CHOPRA** (Third Party) Rs. 25000/- (Rupees Twenty Five Thousand only) being 25%.

6.2 That the capital of LLP may be increased or reduced at any time and from time to time as may be mutually agreed and ratified by supplement to this Agreement unanimously by the Partners. The contribution of partner may be tangible, intangible, moveable or immoveable property. The partners will be entitled to withdraw out of their account as may be decided mutually by partners from time to time.

6.3 That all assets created or owned by or acquired and belonging to LLP including but not limited to the Intellectual Property Right of whatever kind shall be the property of LLP and partner shall be entailed in the property in the proportion of his capital contribution only.

6.4 That apart from the above capital contribution, Partners may bring more funds as may be decided mutually, which will be treated as Loan to LLP.

6.5 It is agreed by and between the Partners that simple interest @ 12% p.a. or such lower/higher rate, as may be prescribed under 40(b)(iv) of the Income Tax Act, 1961 shall be payable on the amount standing on the credit of the fixed capital and/or current account or other accounts of the partners. If there is any debit balance in the current account of any partner, interest at the above rate shall be payable by him. The partners may mutually decide to pay no interest or lower interest in case of loss or lower profit or otherwise in any year.

7. After registration, the LLP may reimburse the initial-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at actual, on the basis of account duly approved by the Designated Partners.

8. The LLP shall have a Common Seal, which shall be affixed on all the documents or contracts which shall be affixed in the presence of and under the joint signatures of Party of the First Part, party of the Second Part and Party of the Third Part.

9. All the assets owned by or belonging to the LLP shall be the property of the LLP only and no partner shall be entitled to use the same for personal purposes.

10. Admission of New Partner

- (i) No new partner shall be introduced without the consent of all the existing partners. Further, such incoming partner shall give his prior written consent to act as Partner of the LLP.
- (ii) The Contribution of the new partner may be tangible, intangible, moveable or immoveable property and / or cash as may be decided with the consent of all partners.
- (iii) The Capital and Profit-sharing ratio of the incoming partner will be decided by mutual consent of all partner

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The distribution of profits and losses amongst the partners will be as under:

| Name of the partners | Profit | Loss |
|--|--------|-------|
| MR. MUKESH KUMAR SHARMA Party of the First Part | 37.5% | 37.5% |
| MR. KAILASH CHAND SHARMA Party of the Second Part | 37.5% | 37.5% |
| MR. RAJESH CHOPRA Party of the Third Part | 25% | 25% |

12. **First general meeting of Partners:**

This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before the first general meeting of the partners to be held within 30 days of the LLP's registration for ratification of this LLP Agreement by Partners as also by the LLP.

13. **Rights of Partner**

- (i) All the partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their Contribution.
- (ii) Every partner has a right to have access to and to inspect and copy any books of the LLP.
- (iii) Each of the partners 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 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 which should not be detrimental to the interests of LLP and moreover he shall not use the name of the LLP to carry on the said business.

14. **Partner's Drawings**

The Partners shall be entitled to withdraw any sum of money from time to time as may mutually agreed by them.

15. **Bank Account**

That one or more Bank Account in the name of LLP be opened with any scheduled or non-scheduled bank or banks as the partners may agree upon and the same shall be operated by any of the Partners in such manner as may be mutually agreed upon.

16. **Book of Accounts**

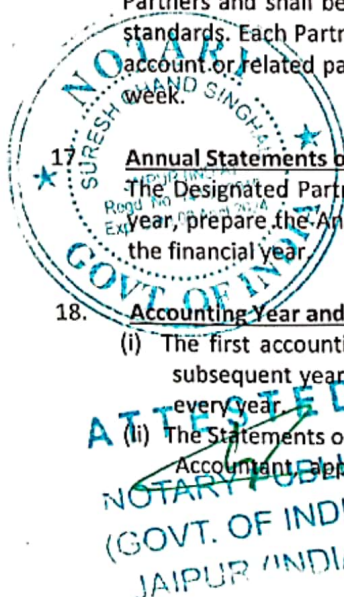
The maintenance of the requisite books of accounts and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act, 2008 shall be ensured by the **Designated Partners** for the time being. The books of accounts shall be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners and shall be regularly maintained in accordance with the prevailing and applicable accounting standards. 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 any working day of the week.

17. **Annual Statements of Accounts and Solvency**

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of the financial year.

18. **Accounting Year and Audit**

- (i) The first accounting year shall be from the date of incorporation of the LLP till 31st March of the subsequent year. Subsequently, the accounting year of the LLP shall be from 1st April to 31st March every year.
- (ii) The Statements of Accounts and Solvency of the LLP shall be audited, only if applicable, by a Chartered Accountant appointed by the designated Partners jointly/severally, in accordance with the rules



prescribed under section 34(2) 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.

19. **Management of the LLP**

The entire business will be managed jointly by all the Partners. In particular, the following will require the concurrence of all the partners:

- a. ratification of this LLP Partnership Agreement post-incorporation of the LLP;
- b. any alteration to this LLP Agreement;
- c. the admission of new Partners;
- d. appointment of Designated Partners;
- e. acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- f. assignment and transfer of partnership rights, by the Partners in any way;
- g. expulsion of any Partner;
- h. change of business;
- i. 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 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- j. Winding up and dissolution of the LLP.

All these will require concurrence of all the Partners. The decisions so taken shall be recorded in the minutes within thirty days of the meeting and the same kept at the registered office of the LLP.

20. **Meetings:**

- (i) All the matters related to the LLP shall be decided by resolutions passed by the consent of all the partners.
- (ii) The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email-ids provided by the individual Partners in writing to the LLP. In case any partner is out of India the meeting may be conducted by serving 15 days prior notice through email. However, the meeting can be called at shorter notice, if majority of the partners agree in writing for the same. In case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be ratified by all the Partners.
- (iii) 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.
- (iv) All parties of LLP shall ensure that the 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.

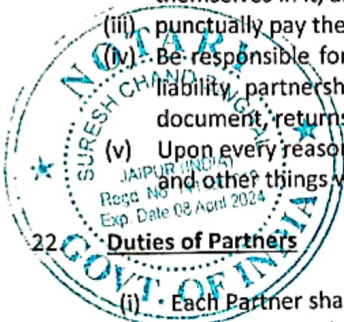
21. **Partners attention to business**

The Partners being the original parties hereto and other Partners appointed as designated partners of the LLP shall at all times:

- (i) protect the property and assets of the LLP;
- (ii) devote their attention to the said partnership business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the partnership;
- (iii) punctually pay their separate debts to the LLP, if any;
- (iv) Be responsible for doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of provisions of this Act including filing of any document, returns, reports pursuant to the provisions of the Limited Liability Partnership Act, 2008.
- (v) Upon every reasonable request, inform the other partners of all other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.

22. **Duties of Partners**

- (i) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- (ii) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- (iii) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business in connection of the LLP.



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- (iv) Every partner shall indemnify the limited liability partnership and / or the other existing partner for any loss caused to it by his / her fraud in the conduct of the business of the limited liability partnership.
- (v) Each partner shall punctually pay and discharge the separate duties and engagement and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
- (vi) Each partner shall be responsible for 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.
- (vii) The LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

23. Cessation of Existing Partners

- (i) A person may cease to be partner of the LLP by giving a notice in writing of 30 days to the other partners of his intention to resign as partner.
- (ii) 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 LLP as herein provided.
- (iii) 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 the LLP with fraudulent purpose.

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

24. Death, insolvency or voluntary retirement of Partner

Upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. However, upon the death or voluntary retirement of any of the partners herein, the partnership shall be reconstituted amongst the remaining partners and the share of deceased/retiring partner shall be taken over by the existing partners in equal ratio.

25. Perpetual Succession

The LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.

26. Acts Forbidden

Without the consent given in writing of the other Partners, no Partner while he is a Partner for the time being of the LLP, shall –

- (i) Transfer, assign, mortgage or otherwise encumber his share in the assets or profits of the LLP. In case he desires to transfer or assign his interest or shares in the LLP he has to offer the same to the remaining partners by giving at least 15 days clear notice;
- (ii) do any act that may conflict his interest with the interest of the LLP;
- (iii) Employ any money, goods or effects of the partnership except in the ordinary course of business and upon the account or for the benefit of the LLP.
- (iv) 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 through any breach of provisions shall be made good with the LLP by the partner incurring the same.

27. Extent of Liability of the LLP

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

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

28. Extent of Liability of the partners

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

Indemnification:

The LLP shall indemnify each partner 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.

30. Partners and LLP to ratify this agreement to be bound

This agreement shall become valid to bind the LLP on its incorporation on its being ratified by all the partners and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.

31. All the matters not provided for in this Agreement shall be decided by the party of First part and communicated to all the partners in writing.

32. Notice:

1. To the LLP -Any notice by the partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP
2. To a partner- Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner at the registered office of the LLP or be sending the same by registered post to his usual or last known address.

33. Arbitration

Any dispute arising out of or in connection with this agreement shall be settled through arbitration under the Arbitration & Conciliation Act, 1996. A party seeking to resolve a dispute through arbitration shall serve a written notice on the other Party requesting for arbitration and specifying the nature of the dispute and nominating one arbitrator. The Party receiving the request for arbitration shall within 30 days notify in writing the Requesting Party of the arbitrator appointed by him, failing which the requesting party may approach the Rajasthan High Court for appointment of an Arbitrator under the Arbitration & Conciliation Act, 1996. The two arbitrators shall appoint the Presiding Arbitrator within 30 days of their first meeting, failing which either of the Parties may approach the Rajasthan High Court for appointment of the Presiding Arbitrator.

The arbitration fees shall be as prescribed by the Rajasthan High Court. The Parties agree that the award of all or a majority of the arbitrators shall be final and binding on them. The venue of arbitration shall be Jaipur.

34. No alteration to or amendment in this LLP Agreement shall be valid unless it is supplemented to this Agreement and duly signed by every partner of the LLP as on date of alteration or amendment.

IN WITNESS WHEREOF THIS AGREEMENT IS SIGNED BY THE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Witness:

1. *original*
Mangilal Choudhary
S/O Bhanwar Lal Choudhary
01, Boraj, Dewla, Mojamabad, Jaipur

2. Rahul Sharma S/o
S/o Raju Lal Sharma
Plot No. 5 F-5A, Shiv
Sadan, New Sanganer
Road, Jaipur

(Signature)
(MUKESH KUMAR SHARMA)
Party of the First Part

(Signature)
(KAILASH CHAND SHARMA)
Party of the Second Part

(Signature)
(RAJESH CHOPRA)
Party of the Third Part

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