



राजस्थान RAJASTHAN

G S DREAMHOME LLP
(As per Section 23(4) of LLP Act, 2008)

G 539449

THIS Agreement of G S DREAMHOME LLP made at Ajmer this 25 day of December, 2017

BETWEEN

1. Mr. BHUPENDRA CHATURVEDI, S/o Mr. MANAK CHAND CHATURVEDI residing at E-340 FIRST FLOOR, GREATER KAILASH - 2, NEW DELHI-110048, DELHI which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and
2. Mr. DAULAT RAJ KOTHARI S/o Mr. ROOP RAJ KOTHARI residing at 13/267 KOTHARI BHAVAN, NAYA BAZAR, AJMER - 305001, RAJASTHAN which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY.
3. Mr. VIJAY GUPTA S/o Mr. DAYA RAM GUPTA residing at E-402 SHASTRI NAGAR, AJMER - 305001, RAJASTHAN which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the THIRD PARTY.
4. Mr. PRAMOD JAIN S/o Mr. AMBA LAL JAIN residing at HOUSE NO.1-2, NAKODA COLONY, PANCHOLI CHORAHA, RAMNAGER, AJMER- 305004, RAJASTHAN which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Fourth PARTY.
5. Mr. NITIN GOYAL S/o Mr. NARENDRA GOYAL residing at 6, LEZARUS LANE, KRISHAN GANJ AJMER - 305001, RAJASTHAN which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Fifth PARTY.



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दिनांक 25/12/2017

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निवासी

द्वारा साबरी वसुदेव-दा

को हस्ता. जयचंदन जादवानी
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राजस्थान RAJASTHAN

(THE FIRST, SECOND, THIRD, FOURTH & FIFTH Parties SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the First Party is Mr. BHUPENDRA CHATURVEDI

WHEREAS the Second Party is Mr. DAULAT RAJ KOTHARI

WHEREAS the Third Party is Mr. VIJAY GUPTA

WHEREAS the Fourth Party is Mr. PRAMOD JAIN

WHEREAS the Fifth Party is Mr. NITIN GOYAL

NOW The FIRST, SECOND, THIRD, FOURTH & FIFTH Parties 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 and

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. A Limited Liability Partnership shall be carried on in the name and style of **G S DREAMHOME LLP** and hereinafter called as **G S DREAMHOME LLP** or **LLP**.
2. The **LLP** as constituted under this Deed shall be deemed to be have commenced on 13th Day of December, 2017.
3. The **LLP** shall have its registered office at **Saral" First Floor, Near Patel Stadium, Opp. Petrol Pump, Jaipur Road Ajmer-305001, Rajasthan** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
4. The Contribution of the **LLP** shall be Rs.1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions.



Signature

ATTESTED

**NOTARY PUBLIC
AJMER**

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राजस्थान RAJASTHAN

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First Party 40% i.e. Rs 40,000/- (Rupees Forty Thousand Only)

Second Party 40% i.e. Rs 40,000/- (Rupees Forty Thousand Only)

Third Party 10% i.e. Rs. 10,000/- (Rupees Ten Thousand Only)

Fourth Party 5% i.e. Rs. 5,000/- (Rupees Five Thousand Only)

Fifth Party 5% i.e. Rs. 5,000/- (Rupees Five Thousand Only)

The further Contribution if any required by the LLP shall be brought by the partners as per mutual agreement.

5. The LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

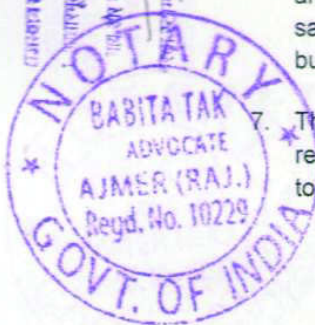
6. The main object of the G S DREAMHOME LLP shall be as under:

To undertake the business of Real Estate including all kinds of construction and to purchase, sell, acquire, get convert, develop, improve construct, demolish, repair the building, houses, apartments and residential flats, farmhouses, colonies, markets, shops, factories, shopping malls and complexes, multiplexes etc. works contracts including contracts relating to building and earth works and other Works Contracts, Civil construction. Real estate business including sale and purchase of land and land development, import and export of marble, granite, building material, furnishing etc. and other related work including money lending business.

7. The net profits/loss of the G S DREAMHOME LLP arrived at after providing for payment of remuneration calculated as per the provisions of Income Tax Act, to the partners and interest to partners on the loan given by them shall be divided in the following proportions:

To the said first Party 40.00%

To the said second Party 40.00%



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दिनांक 25/12/2007

पिता का नाम श्री. एस. एस. होम

पिता का पता ८६-८६-६६

निवासी

वर्ग ३७६६६ वर्ग ६६६६६६



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मंत्रालय 22/2002

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भारतीय सरकार

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राजस्थान RAJASTHAN

G 539452

To the said third Party	10.00%
To the said fourth Party	5.00%
To the said fifth Party	5.00%

All the designated partners of **G S DREAMHOME LLP** will be working partner and are entitled for remuneration, subject to consent of the other partners under the maximum limit permissible u/s 40 (b) of the Income Tax Act, 1961 and other law which substitute the existing Income Tax Act, 1961 in future. Such Remuneration will be distributed among the partners in their profit sharing ratio or in any other ratio mutually agreed upon.

All the designated partners/partners of **G S DREAMHOME LLP** are entitled for interest of Capital @ 12.00% p.a on all the balance lying in fixed and current account of the partners and are also liable to pay interest on the overdrawn balance of partners at the same rate, as the case may be. The rate of interest is subject to change maximum upto such rate as permissible u/s 40 (b) of the Income Tax Act, 1961 and any other law which substitute the existing Income Tax Act, 1961 in future.

Admission of New Partner

- The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **G S DREAMHOME LLP**. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property.
- The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards LLP.

Rights of Partner

- All the partners hereto shall have the rights, title and interest in all the assets and properties in the said **G S DREAMHOME LLP** in the proportion of their Contribution.



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विशेष न्यायाधीश
जि.ल. कोर्ट
पुणे



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STAMPED

MAINTENANCE



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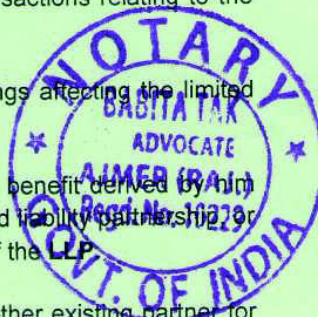
11. Every partner has a right to have access to and to inspect and copy any books of the LLP.
12. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.
13. The LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.
14. 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 partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
15. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

Duties of Partners

16. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
17. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
18. 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 for any use by him of the property, name or any business connection of the LLP.
19. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
20. In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he can transfer the same with the written consent of all the Partners.
21. No Partner shall without the written consent of other Partners :-

- Engage or except for gross misconduct, dismiss any employee of the partnership
- Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.
- Assign, mortgage or charge his or her share in the partnership or any asset or property thereof or make any other person a partner therein.

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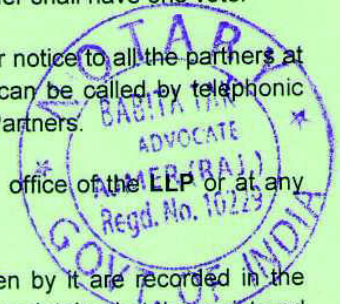
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- Engage directly or indirectly in any business competing with that of the limited liability partnership.
- Lend money or give credit on behalf of the **LLP** or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the **LLP** by the partner incurring the same.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the **LLP** except upon the written consent given by the other partner.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.

Meeting

22. The meeting of designated partners may be called by giving 7 days notice. In case if any urgent meeting is called the notice requirement is to be ratified by all the Partners.
23. The matter discussed in the **LLP** meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
24. The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address or 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.
25. 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.
26. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the **LLP**.
27. Each partner shall--
 - I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the **LLP** assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the **LLP** business and they all shall be the working partners.



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Babita Jain
25/11/17
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Duties of Designated Partner

28. The First Party and Second Party, Third Party, and Fourth Party shall act as the Designated Partners of the **LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.
29. The Fifth Party Shall act as a Partner of the **LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.

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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 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.

Cessation of Existing Partners

33. Partner may cease to be partner of the LLP by giving a notice in writing of not less than 45 days to the other partners of his intention to resign as partner.
34. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.
35. The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of G S DREAMHOME LLP

36. 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
 - the person knows that he has no authority or does not know or believe him to be a partner of the LLP.

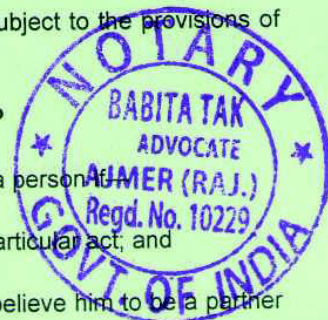
Miscellaneous Provisions

37. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
- in the ordinary and proper conduct of the business of the limited liability partnership; or
 - in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

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38. The books of accounts of the firm shall be kept at the registered office of the LLP for the reference of all the partners.
39. The accounting year i.e. Financial Year of the LLP 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 LLP till 31st March of the next subsequent year.



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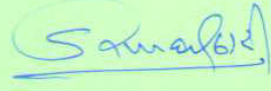



40. It is expressly agreed that the bank account of the LLP shall be operated severally by any of the partner, as well as an authorized person by the partners.
41. All disputes between the partners or between the Partner and the LLP arising out of the limited liability partnership agreement which cannot 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).

IN WITNESS WHEREOF the parties have put their respective hands on the 25 Day of December, 2017

Signed and delivered by the



For and on behalf of G S DREAMHOME LLP

 BHUPENDRA CHATURVEDI (Designated Partner)	 DAULAT RAJ KOTHARI (Designated Partner)	 VIJAY GUPTA (Designated Partner)	 PRAMOD JAIN (Designated Partner)	 NITIN GOYAL (Partner)
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Witness:

a) Name: AKASH GARG.

Father's Name: MR. SATISH C GARG.

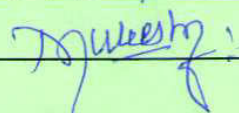
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b) Name: MOKESH KUMAR

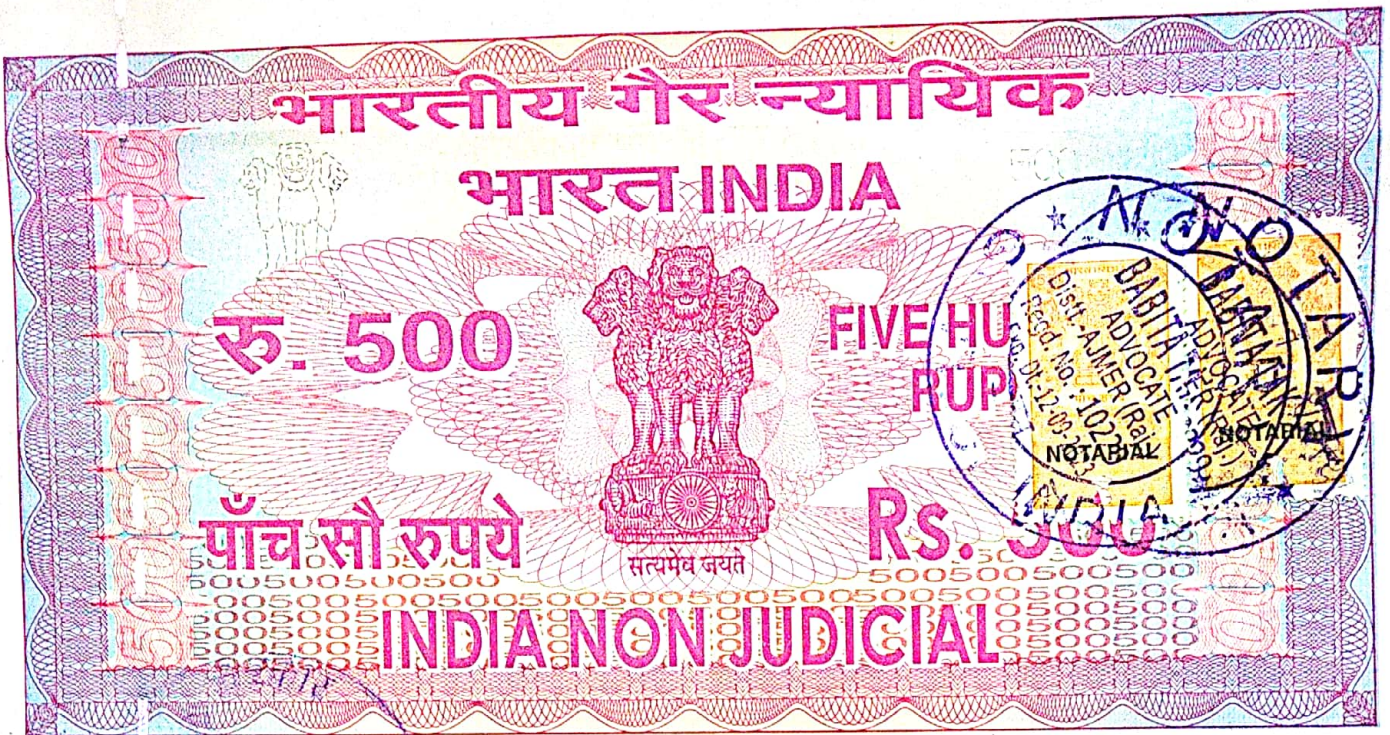
Father's Name: MR. KALU RAM

Address: 367/33 Anand Badi
Pal Beachka, Ajmer.

Signature: 

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राजस्थान RAJASTHAN

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SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

(As per Section 23 of the Limited Liability Partnership Act, 2008)

This Supplementary Limited Liability Partnership agreement has been written at Ajmer, Rajasthan on 18th January, 2020 to record the change in the following terms and conditions of the Agreement without affecting the existing business activities of LLP, between:

1. Mr. BHUPENDRA CHATURVEDI S/O Mr. MANAK CHAND CHATURVEDI, at present residing at E-340 FIRST FLOOR, GREATER KAILASH-2, NEW DELHI -110048 (hereinafter referred to as the "Continuing Designated Partner") or called as "Partner No. 1" or "Party of the First Part" which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees.

FOR G S DREAMHOME LLP

FOR G S DREAMHOME LLP

FOR G S DREAMHOME LLP



DESIGNATED PARTNER

DESIGNATED PARTNER

DESIGNATED PARTNER

FOR G S DREAMHOME LLP

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

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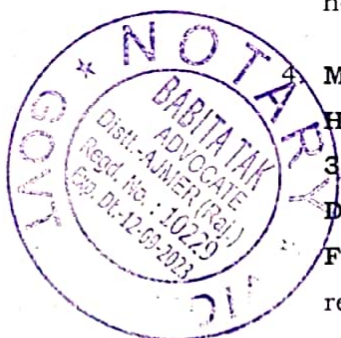
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जयपुर हाइकोर्ट
महाराष्ट्र, 23/2002

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2. **Mr. DAULAT RAJ KOTHARI S/O Mr. ROOP RAJ KOTHARI** at present residing at **13/267 KOTHARI BHAWAN, NAYA BAZAR, AJMER, RAJASTHAN-305001**, (hereinafter referred to as the **"Continuing Designated Partner"**) or called as **"Partner No. 2"** or **"Party of the Second Part"** which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees.

3. **Mr. VIJAY GUPTA S/O Mr. DAYA RAM GUPTA** at present residing at **E-402 SHASTRI NAGAR, AJMER - 305001, RAJASTHAN** (hereinafter referred to as the **"Continuing Designated Partner"**) or called as **"Partner No. 3"** or **"Party of the Third Part"** which expression shall, unless it be repugnant to the subject to context thereof, include their legal heirs, successors, nominees and permitted assignees.



4. **Mr. PRAMOD JAIN S/o Mr. AMBA LAL JAIN**, at presently residing at **House No. 1-2, Nakoda Colony, Ramnagar, Pancholi Choraha, Ajmer-305004 Rajasthan, India**, (hereinafter referred to as the **"Retiring Designated Partner"**) or called as **"Partner No. 4"** or **"Party of the Fourth Part"** which expression shall unless the context otherwise requires include its successor(s), executor(s), nominee(s), legatee(s), administrator(s) and assign(s).

5. **Mr. NITIN GOYAL S/o Mr. NARENDRA GOYAL**, at presently residing at **6, Lazrus Lane, Christian Ganj, Ajmer-305001, Rajasthan** (hereinafter referred to as the **"Retiring Designated Partner"**) or called as **"Partner No. 5"** or **"Party of the Fifth Part"** which expression shall unless the context otherwise requires include its successor(s), executor(s), nominee(s), legatee(s), administrator(s) and assign(s).

S.No. 264 Date 22/11/2022

WHEREAS, Party of First Part and Party of Second Part, Party of Third Part, Party of Fourth Part and Party of Fifth Part have entered into a Limited Liability Partnership Agreement dated **25th Day of December, 2017 (the "Limited Liability Partnership Agreement")** providing, among other things, for the governance of partnership and mutual rights and duties of its members in the name and style of: **G S DREAMHOME LLP.**

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

FOR G S DREAMHOME LLP

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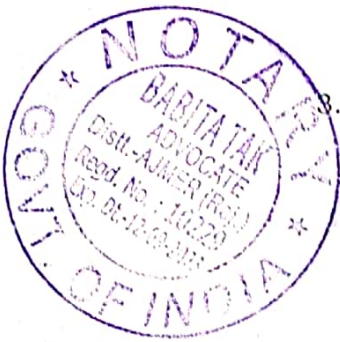
BABITA TAK
NOTARY PUBLIC, AJMER

WHEREAS, Party of Fourth Part and Party of Fifth Part is willing to retire from Firm and each of parties desires to amend and supplement the partnership agreement in certain respects.

Now, therefore, in consideration of the mutual agreements hereinafter set out and of other consideration, the Parties agree as follows:

1. A LLP Agreement dated 25/12/2017 was executed by and between the above mentioned parties hereto, whereby they had agreed to form a LLP in the name and style of M/s **G S DREAMHOME LLP** to undertake various ancillary and other business to be carried over by LLP as specified in the said LLP agreement and

2. This Supplementary Limited Liability Partnership Agreement will form part and parcel of the Original Limited Liability Partnership Agreement dated 25.12.2017 and all the provisions mentioned therein will be applicable to all the parties made through this supplementary agreement.



3. The Contribution of the LLP shall be Rs.1, 00,000/- (Rupees One Lakh only). (hereinafter referred to as 'Capital Contribution') Which shall be contributed by partners in the following revised proportions:-

Rs. 33,334/- (Rupees Thirty Three Thousand Three Hundred Thirty Four Only) by Partner No. 1;

S.No. 219 Date 29/01/2020

Rs. 33,333/- (Rupees Thirty Three Thousand Three Hundred Thirty Three Only) by Partner No. 2;

Rs. 33,333/- (Rupees Thirty Three Thousand Three Hundred Thirty Three Only) by Partner No. 3;

4. The revised profit/loss sharing ratio with effect from this Supplementary Limited Liability Partnership Agreement executed will be as under:

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

ATTESTED

BABITA TAK
NOTARY PUBLIC, AJMER

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

Bhupendra Chaturvedi - 33.34%

Daulat Raj Kothari - 33.33%

Vijay Gupta - 33.33%

5. All other terms and conditions of the Original Limited Liability Partnership Agreement shall remain same.

IN WITNESS WHEREOF the parties have put their respective hands on 18th January 2020.

Signed and Delivered by the

For and on behalf of **G S DREAMHOME LLP**

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

BHUPENDRA CHATURVEDI
(First Party) (DIN-00442776)
Continuing Designated Partner

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

VIJAY GUPTA

(Third Party) (DIN-07037055)
Continuing Designated Partner

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

NITIN GOYAL

(Fifth Party) (DIN-08174712)
Retiring Designated Partner

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

DAULAT RAJ KOTHARI
(Second Party) (DIN-03058833)
Continuing Designated Partner

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

PRAMOD JAIN

(Fourth Party) (DIN-07922788)
Retiring Designated Partner

Witness: T. J. K.

a) Name: MUKESH KUMAR
S/o SHRI. KALU RAM
Address: 367/33 AHANA BADI
PAL BEACHA, AJMER (RAJ)

Witness: ANIL K.

b) Name: BANA RAM
S/o PEMA RAM
Address: PECH, NAAGPUR (RAJ)

ATTESTED

BABITA TAK
NOTARY PUBLIC, AJMER

S.No. 24 Date 22/01/2020
Documents Supplementary Partnership deed
Executed or Execution Admitted
in my presence by Bhupendra Chaturvedi Daulat
Identified by Raj Kothari Vijay Gupta
Mukesh Kumar Pramod Jain Nitin
Baner Goyal
(BABITA TAK)
Notary Public AJMER