



राजस्थान RAJASTHAN



K 072771

This Stamp Paper forms part & parcel of payment of remaining stamp duty for Gokul Kripa Developers LLP agreement between the Designated Partners.

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

ATTESTED

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

10 FEB 2021

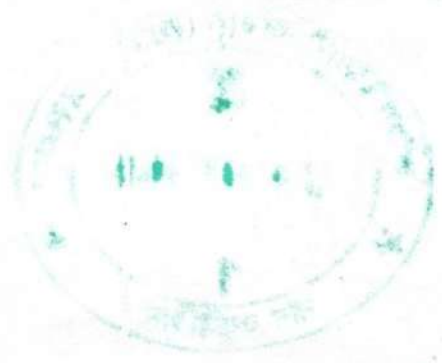
क्रमांक 1912 दिनांक 10/02/2021
नाम गोकुल कृपा डेवलपर्स एल स्ल पी
पता का नाम
विवरण एग्रेसिव
पता 603 ओके प्लस स्कायर, भानुशेखर, लखनऊ

Smriti
सहस्रकर्ता

Smriti
अनीता खण्डलवाल

साईसेन्स संख्या - 101/2015
255, चम्पा नगर, गुजरा की थड़ी जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिकार	
1. आधारभूत अवसरकता सुविधाओं हेतु (धारा-3-क)- 10% राशि	100
2. गाय और उसकी नस्ल के संरक्षण हेतु (धारा-5-ख)- 20% राशि	200
कुल योग 300	
हस्ताक्षर <i>Smriti</i> वेगडर	



For Gokul Krupa Developers LLP
Designated Partner

For Gokul Krupa Developers LLP
Designated Partner

For Gokul Krupa Developers LLP
Designated Partner

For Gokul Krupa Developers LLP
Designated Partner



राजस्थान RAJASTHAN



K 072770

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between the Designated Partners.

For Gokul Kripa Developers LLP

[Signature]
Designated Partner

For Gokul Kripa Developers LLP

[Signature]
Designated Partner

For Gokul Kripa Developers LLP

[Signature]
Designated Partner

For Gokul Kripa Developers LLP

[Signature]
Designated Partner

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Notary (Govt. of India)
JAIPUR (Raj.)
10 FEB 2021

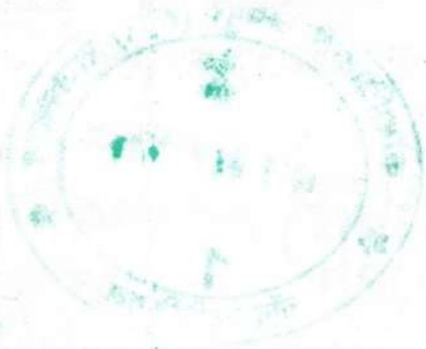
क्रमांक 1911 दिनांक 10/02/2021
नाम गोकुल कृपा डेवलपर्स एल एल पी
पता का नाम
निर्वाण एडीमिन् 0001
पता 603 ओके प्लस स्कायर मानसरोवर, लखनऊ

Amika
हस्ताक्षरकता

Amika
अभिनी खण्डेलवाल

आईएसएस सख्या - 101/2015
255, चम्पा नगर, गुजर की थड़ी जयपुर

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1. आधारभूत व्यवस्थापना सुविधा हेतु (धारा-3-क)- 10% रुपये	100
2. माय और उत्तकी नस्ल के संरक्षण हेतु (धारा-3-ख)- 20% रुपये	200
कुल योग	300
हस्ताक्षर	<i>Amika</i>



For Gokul Krupa Developers LLP
Designated Partner

For Gokul Krupa Developers LLP
Designated Partner

For Gokul Krupa Developers LLP
Designated Partner

For Gokul Krupa Developers LLP
Designated Partner



राजस्थान RAJASTHAN



K 072769

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

THIS AGREEMENT of LLP made at Jaipur this 06th Day of February, 2021 by and amongst:

1. **Mr. Sumer Singh Saini** Son of Shri Gokul Chand Saini, residing at C-33, 6 D, Engineers Colony, New Sanganer Road, Behind Swarn Garden, 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. Amit Kamediya** Son of Shri Nanuram Kamediya, residing at Sarsadi Road, Dantra, Ajmer, Rajasthan-305207 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**,

For Gokul Kripa Developers LLP
[Signature]
Designated Partner
For Gokul Kripa Developers LLP
[Signature]
Designated Partner

For Gokul Kripa Developers LLP
[Signature]
Designated Partner
For Gokul Kripa Developers LLP
[Signature]
Designated Partner
ATTESTED
[Signature]
Notary (Govt. of India)
JAIPUR (Raj.)
FEB 2021

क्रमांक 1864 दिनांक 06/02/2021

नाम गोकुल कृपा डेवलपर्स एल एन पी

पता का नाम

पत्तनवरण एडमिन्टर

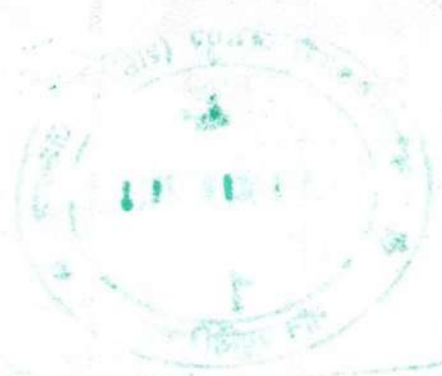
पता 6th फ्लोर 603, डीके प्लस स्काइर,
मानसरोवर लायपुर

Hyperloging
प्रमाणित

Anit
अच्युता खण्डलवाल

लाइसेन्स संख्या - 701/2015
255, चम्पा नगर गुजरा की थड़ी जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रसारित अधिभार	
1. आधारभूत अवसरवना सुविधाओं हेतु (धारा-3-क)- 10% रुपय	100
2. पाय और उसकी नल के संरक्षण और (धारा-3-ग)- 20% रुपय	200
कुल योग	300
हस्ताक्षर	<i>Anit</i>



Designated Partner
for Gokul Kripa Developers LLP
Designated Partner
for Gokul Kripa Developers LLP
Designated Partner
for Gokul Kripa Developers LLP
Designated Partner
for Gokul Kripa Developers LLP



राजस्थान RAJASTHAN

And

3. Mr. Vishnu Kumar Khandelwal Son of Shri Hanuman Sahai Khandelwal, residing at Sainthal Road Dausa, Dausa, Khurd, Dausa, Rajasthan-303303 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 **THIRD PARTY**,

And

4. Mr. Kishor Kumar Saini Son of Shri Dhukal Ram, residing at Chelasi Road, Nawalari, Ward No 7, Nawalri, Nawalari, Jhunjhunun, Rajasthan- 333042 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 **FOURTH PARTY**.

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

NOW, the FIRST, SECOND, THIRD AND FOURTH Party to this agreement are interested in forming a Limited Liability Partnership under the Limited Liability

For Gokul Kripa Developers LLP
Designated Partner

For Gokul Kripa Developers LLP
Designated Partner

For Gokul Kripa Developers LLP
Designated Partner

ATTESTED
Notary (Govt. of India)
For Gokul Kripa Developers LLP
Designated Partner
FEB 2021

क्रमांक 1863 दिनांक 06/02/2021
नाम गोकुल कृपा डवलपर्स एल एल पी
पता का नाम
नवरण उद्योगिक
पता 6 फ्लोर 603 ओके प्लस स्कायर,
मानसरोवर, जयपुर

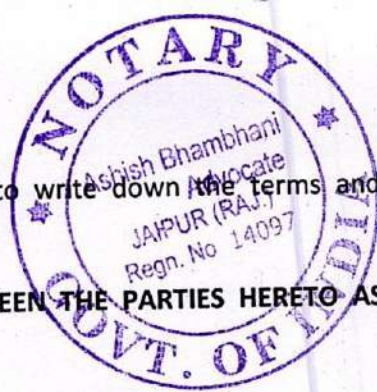
हस्ताक्षरकर्ता

Anish
अनीश खण्डलवाल

साईसन्स संख्या - 101/2015
255, चम्पा नगर, गुज्जर की थड़ी, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिकार	
1. आधारभूत अदस्तरबना सुविधाओं हेतु (धारा-3-क)- 10% रुपय	100
2. गाय और उसकी नस्ल के संरक्षण हेतु (धारा-3-ख)- 20% रुपय	200
कुल योग 300	
हस्ताक्षर स्टाम्प केन्द्र Anish	

Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation.



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 GOKUL KRIPA DEVELOPERS LLP** and hereinafter called as "the LLP".

1. The LLP as constituted under this Agreement shall be deemed to be have commenced its business on the 06th Day of February, 2021.
2. The LLP shall have its registered office at 603, Okay Plus Tower, Near K.V. 5, Mansarovar, Jaipur, Rajasthan - 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 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportion.

First Party	- Rs. 97,000/- (Rupees Ninety Seven Thousand only)
Second Party	- Rs. 1,000/- (Rupees One Thousand only)
Third Party	- Rs. 1,000/- (Rupees One Thousand only)
Fourth Party	- Rs. 1,000/- (Rupees One Thousand 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 LLP shall have a common seal to be affixed on documents as may be required under the signature of any of the Designated Partners.
5. The accounting year of the LLP shall be from 1st April of the year to 31st March. The first accounting year shall be from the date of incorporation of the LLP till 31st March, 2021.
6. 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 :

For Gokul Kripa Developers LLP
Designated Partner
For Gokul Kripa Developers LLP
Designated Partner

For Gokul Kripa Developers LLP
Designated Partner
ATTESTED
For Gokul Kripa Developers LLP
Notary (Govt. of India)
JAIPUR (Raj.)
Designated Partner
- 6 FEB 2021

First party	97%
Second Party	01%
Third Party	01%
Fourth Party	01%

	100%



7. The bankers of the partnership shall be _____, _____
Branch, and/or such other 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 First, Second, Third and Fourth Party.

8. 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,
Bungalows, 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 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;

For Gokul Kripa Developers LLP
[Signature]
Designated Partner

For Gokul Kripa Developers LLP
[Signature]
Designated Partner

For Gokul Kripa Developers LLP
[Signature]
Designated Partner

ATTESTED
Notary (Govt. of India)
JAIPUR (Raj.)
For Gokul Kripa Developers LLP
[Signature]
Designated Partner
8 FEB 2021

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;
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 or LLP

For Gokul Kripa Developers LLP
[Signature]
Designated Partner

For Gokul Kripa Developers LLP
[Signature]
Designated Partner

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JAIPUR (RAJ.)
- 6 FEB 2021

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.
16. The Designated Partners shall be responsible for carrying all activities related to the business of 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.

For Gokul Kripa Developers LLP

Designated Partner

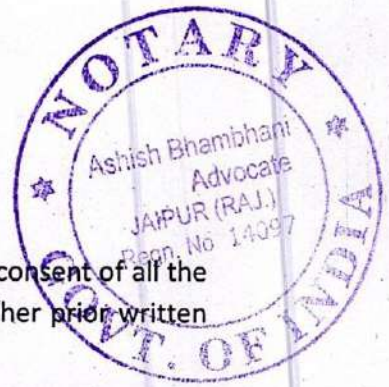
For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

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Notary (Govt. of India)
JAIPUR (RAJ.)
6 FEB 2021



(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 Act, 2008.

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

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For Gokul Kripa Developers LLP

Notary (Govt. of India)
JAIPUR (Raj.)
Designated Partner
- 6 FEB 2021

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).

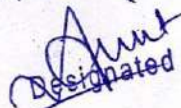
35. The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

Designated Partner

For Gokul Kripa Developers LLP

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For Gokul Kripa Developers LLP

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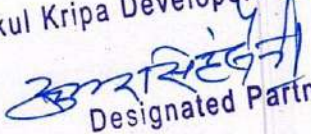
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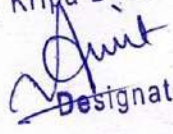
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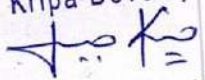


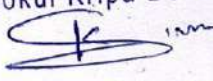
(K) Borrowing Powers:

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.
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.

For Gokul Kripa Developers LLP

Designated Partner

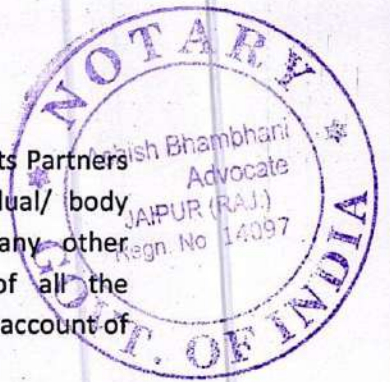
For Gokul Kripa Developers LLP

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Designated Partner

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

- 6 FEB 2021



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



IDENTIFIED BY

WITNESS:

1. Rupel
Jhotwara, Jaipur

2. Nidhi
Sudajpale, Jaipur
malhi

3. Dheera
नन्दावाड जयपुर

4. हरपाल सिंह (सरोवरदेव गैरी)
चौलारी राजनगर, जयपुर
सुन्दर (राज.)

PARTNERS:

For Gokul Kripa Developers LLP

Sumer Singh Saini
Designated Partner
(First Party)

For Gokul Kripa Developers LLP

Amit
Designated Partner
(Amit Kamediya)
(Second Party)

For Gokul Kripa Developers LLP

Vishnu Kumar Khandelwal
Designated Partner
(Vishnu Kumar Khandelwal)
(Third Party)

For Gokul Kripa Developers LLP

Kishor Kumar Saini
Designated Partner
(Kishor Kumar Saini)
(Fourth Party)

ATTESTED

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

- 6 FEB 2021