

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

This Agreement of LLP made at Mathura this 24th day of October, 2024

BETWEEN

1. **Sh. Kapil Dev S/o Shri Nand Lal** residing at **53, New Virat Nagar, Near Radha Raman Mandir, Model Town, Panipat, 132103, Haryana, India** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the **FIRST PART**,
2. **Sh. Jatin S/o Shri Kapil Dev** residing at **53, New Virat Nagar, Near Radha Raman Mandir, Model Town, Panipat, 132103, Haryana, India** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the **SECOND PART**,
3. **Sh. Satish Kumar Gupta S/o Shri Ved Brat Gupta** residing at **164-165, Block-20, Vishwash Nagar, K. D. B. Road, Thanesar, 136118, Haryana, India** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the **THIRD PART**,
4. **Sh. Abhishek Gupta S/o Shri Satish Kumar Gupta** residing at **165, Block-B, Global City, 29, Thanesar, 136118, Haryana, India** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the **FOURTH PART**,

ALL THE PARTIES BE DESIGNATED PARTNERS

NOW Parties of FIRST PART, SECOND PART, THIRD PART AND FOURTH PART 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.

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

Braj Murliwala Residency LLP

Kapil Dev
Designated Partner

Braj Murliwala Residency LLP

Jatin
Designated Partner

Braj Murliwala Residency LLP

Satish
Designated Partner

Braj Murliwala Residency LLP

Abhishek
Designated Partner

INTERPRETATION

In this Agreement unless the context otherwise requires:-

“Accounting Year” means the financial year as specified in the LLP Act, 2008.

“Act” or “LLP Act” means the Limited Liability Partnership Act, 2008.

“Business” includes every trade, profession service and occupation.

“Change” means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

“Designated Partner” means any partner designated as such.

“LLP” means the limited liability partnership formed pursuant to this LLP Agreement.

“LLP Agreement” means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

“Partner” means any person who becomes a partner in the LLP in accordance with this LLP Agreement.

“She” includes “he” or vice versa.

1. A Limited Liability Partnership shall be carried on in the name and style of **M/s BRAJ MURLIWALA RESIDENCY LLP** and hereinafter called as **M/s BRAJ MURLIWALA RESIDENCY LLP**.
2. LLP shall have its registered office at **Guru Kripa Kunj, Karhala Road, Nai Abadi, Barsana, Distt. Mathura, 281405, Uttar Pradesh, India**, and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. a) The Contribution of LLP shall be **5,00,000/- (Rupees Five Lakhs only)** which shall be contributed by the partners.

However, any of the partners, at any time, may bring in capital in excess of the limit of his contribution mentioned above, as mutually decided, for the purpose of **M/s BRAJ MURLIWALA RESIDENCY LLP** and later on can withdraw the excess amount in consultation with the remaining partners. This interest shall be calculated @12% per annum compounded.

Braj Murliwala Residency LLP

Kamal Dev
Designated Partner

Braj Murliwala Residency LLP

Jatin L
Designated Partner

Braj Murliwala Residency LLP

Asper
Designated Partner

Braj Murliwala Residency LLP

Abhishek
Designated Partner

4. M/s BRAJ MURLIWALA RESIDENCY LLP shall have a common seal to be affixed on documents as defined by the partners under the signature of any of the Designated Partners.

5. All the Partners of LLP are entitled to share profit and losses in the following proportions:-

KAPIL DEV	25%
JATIN	25%
SATISH KUMAR GUPTA	15%
ABHISHEK GUPTA	35%

6. Business of M/s BRAJ MURLIWALA RESIDENCY LLP to carry on the business as business of contractors, builders, developers, land scapers, town planners, estate agents, consultants, property dealer with regard to all kind of immovable properties including turnkey jobs for buying, selling, constructing, dealing, erecting, building, leasing of all kind of immovable property i.e. flats, commercial complexes & residential complexes, farm houses, roadways, bridges, flyovers, factories, plants, township, shopping malls, etc. It may also include any other business conducted in such manner as may be decided by the majority of Partners from time to time. Nothing set forth in this Agreement shall be construed as authorizing the Partners to possess any purpose or power, or to do any act or thing, forbidden by law to a LLP formed under the LLP Act.

Admission of New Partner

7. No Person shall be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of M/s BRAJ MURLIWALA RESIDENCY LLP.

8. The Contribution of the partner may be tangible, intangible, moveable or immoveable property. Contribution of an incoming partner will be mutually decided by all the existing partners.

9. The Profit/Loss sharing ratio of the incoming partner will be in proportion to his contribution towards M/s BRAJ MURLIWALA RESIDENCY LLP or as may be mutually decided by the existing Partners.

Rights of Partner

10. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said M/s BRAJ MURLIWALA RESIDENCY LLP in the proportion of their Contribution.

Braj Murliwala Residency LLP

Kapil Dev
Designated Partner

Braj Murliwala Residency LLP

Jatin
Designated Partner

Braj Murliwala Residency LLP

Satish
Designated Partner

Braj Murliwala Residency LLP

Abhishek
Designated Partner

11. Every partner has a right to have access to and to inspect and copy any books of **M/s BRAJ MURLIWALA RESIDENCY 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 **M/s BRAJ MURLIWALA RESIDENCY LLP** shall have no objection thereto provided that the said partner has intimated the said fact to **M/s BRAJ MURLIWALA RESIDENCY LLP** before the start of the independent business and moreover he shall not use the name of **M/s BRAJ MURLIWALA RESIDENCY LLP** to carry on the said business.
13. **M/s BRAJ MURLIWALA RESIDENCY LLP** shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve **M/s BRAJ MURLIWALA RESIDENCY LLP**.

Retirement and Death of Partner

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 **M/s BRAJ MURLIWALA RESIDENCY 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 **M/s BRAJ MURLIWALA RESIDENCY LLP** in place of such deceased partner with the permission of all remaining partners as on date. 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. A retired partner shall not conduct a conflicting business before expiry of 24 months or such lesser period as mutually decided, from the date of retirement.
16. 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 **M/s BRAJ MURLIWALA RESIDENCY LLP**.

Cessation of existing Partners

17. Partner may cease to be partner of **M/s BRAJ MURLIWALA RESIDENCY LLP** by giving a notice in writing of not less than one month to the other partners of his intention to resign as partner.
18. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying on activity/business of **M/s BRAJ MURLIWALA RESIDENCY LLP** with fraudulent purpose.

Braj Murliwala Residency LLP
Kamal Dev
Designated Partner

Braj Murliwala Residency LLP
Ajaya
Designated Partner

Braj Murliwala Residency LLP
Ashin D
Designated Partner

Braj Murliwala Residency LLP
Abhishek
Designated Partner

19. M/s BRAJ MURLIWALA RESIDENCY LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Duties of Partners

20. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
21. 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.
22. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
23. Any of the Partners of M/s BRAJ MURLIWALA RESIDENCY LLP may transfer or assign his interest or shares in M/s BRAJ MURLIWALA RESIDENCY LLP as mutually decided.
24. Each partner shall—
1. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and M/s BRAJ MURLIWALA RESIDENCY LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 2. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of M/s BRAJ MURLIWALA RESIDENCY LLP business and they all shall be the working partners.
25. No partner shall without the written consent of all partners of M/s BRAJ MURLIWALA RESIDENCY LLP -
1. Employ any money, goods or effects of M/s BRAJ MURLIWALA RESIDENCY LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of M/s BRAJ MURLIWALA RESIDENCY LLP.
 2. Lend money or give credit on behalf of M/s BRAJ MURLIWALA RESIDENCY 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.

Braj Murliwala Residency LLP
Camel Dev
Designated Partner

Braj Murliwala Residency LLP
Jash
Designated Partner

Braj Murliwala Residency LLP
Agar
Designated Partner

Braj Murliwala Residency LLP
Abhishek
Designated Partner

Any loss incurred through any breach of provisions shall be made good with M/s BRAJ MURLIWALA RESIDENCY LLP by the partner incurring the same.

3. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby M/s BRAJ MURLIWALA RESIDENCY LLP property or any part thereof may be seized.
 4. Assign, mortgage or charge his or her share in M/s BRAJ MURLIWALA RESIDENCY LLP or any asset or property thereof or make any other person a partner therein.
 5. Compromise or compound or (except upon payment in full) release or discharge any debt due to M/s BRAJ MURLIWALA RESIDENCY LLP except upon the written consent given by the other partners.
26. 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.
27. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
28. M/s BRAJ MURLIWALA RESIDENCY LLP may pay such remuneration, to such Designated Partners/Partners as may be decided by all the Partners time to time, for rendering his or their services as such.
29. M/s BRAJ MURLIWALA RESIDENCY 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 M/s BRAJ MURLIWALA RESIDENCY LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Meeting

30. All the matters related to M/s BRAJ MURLIWALA RESIDENCY LLP as mutually decided by all partners 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.
31. The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the

Braj Murliwala Residency LLP
Kamal Dew
Designated Partner

Braj Murliwala Residency LLP
Labul
Designated Partner

Braj Murliwala Residency LLP
Arjun
Designated Partner

Braj Murliwala Residency LLP
Abhishek
Designated Partner

individual Partners in writing to **M/s BRAJ MURLIWALA RESIDENCY LLP**. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.

32. The meeting of Partners shall ordinarily be held at the registered office of **M/s BRAJ MURLIWALA RESIDENCY LLP** or at any other place as per the convenience of partners.
33. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
34. Every limited liability partnership shall ensure that 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 **M/s BRAJ MURLIWALA RESIDENCY LLP**.

Extent of Liability of BRAJ MURLIWALA RESIDENCY LLP

35. **M/s BRAJ MURLIWALA RESIDENCY 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 **M/s BRAJ MURLIWALA RESIDENCY LLP** in doing a particular act.

Miscellaneous Provisions

36. The limited liability partnership 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.
37. The accounting year of **M/s BRAJ MURLIWALA RESIDENCY LLP** shall be from 01st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this **M/s BRAJ MURLIWALA RESIDENCY LLP** till 31st March of the subsequent year.

Book of Accounts

38. The books of account of **M/s BRAJ MURLIWALA RESIDENCY LLP** shall be maintained by the person (s) authorised by the partners of **M/s BRAJ MURLIWALA RESIDENCY LLP**.

Braj Murliwala Residency LLP

Kamal Dew
Designated Partner

Braj Murliwala Residency LLP

Jahin
Designated Partner

Braj Murliwala Residency LLP

Asique
Designated Partner

Braj Murliwala Residency LLP

Mehmet
Designated Partner

Audit

39. The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) 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.

Division of Annual Profit of the LLP

40. As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, shall be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.

Such Annual profits of the LLP shall be computed after deduction of remuneration, if any paid to Designated Partners/Partners.

41. The Designated Partners have the following additional powers and responsibilities:

- a) To retain any existing Auditors for the following Accounting Period;
- b) To appoint new Auditors;
- c) To remove any existing Auditors from their office;
- d) The power to agree to the rate of remuneration for any Auditors.
- e) At the end of each Accounting Period a profit and loss and balance sheet shall be prepared and audited in accordance with all relevant financial reporting standards, including the disclosure of Partner's interests in the LLP and further notes or information and in a format as required by the Act.
- f) The Partners shall meet and approve the accounts, in accordance with the Act.
- g) After approval, the accounts will become binding upon all Partners.
- h) After approval, each Partner will receive a copy of the accounts in accordance with the Act.

Braj Murliwala Residency LLP
Kamla
Designated Partner

Braj Murliwala Residency LLP
Latika
Designated Partner

Braj Murliwala Residency LLP
Manu
Designated Partner

Braj Murliwala Residency LLP
Shubh
Designated Partner

42. All the partners shall have the following powers to operate any bank account of **M/s BRAJ MURLIWALA RESIDENCY LLP**

- a) To open any bank account;
- b) To authorise (including any employee of any of the parties) any person to operate bank account which includes writing and signing of cheques or instructions for electronic transfers;

The writing and signing of cheques or instructions for electronic transfers will only be done for the business purposes of the LLP, any personal use is strictly prohibited and would breach any Partner's duties and responsibilities to the LLP.

- c) To delete any person from the list of authorised signatory;

43. The day to day business affairs of the **M/s BRAJ MURLIWALA RESIDENCY LLP** (excluding those for which special provisions have been made, if any) shall be carried on as mutually decided.

44. All disputes between the partners or between the Partner and the **M/s BRAJ MURLIWALA RESIDENCY 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).

45. No alteration to or amendment in this limited liability partnership shall be valid unless it is in writing as a Supplement to this Agreement and duly signed by every partner of the limited liability partner as on the date of alteration or amendment.

46. All the matters not expressed provided in this agreement shall be decided unanimously by all the partners in writing.

Management of the LLP

47. (a) Partners' right to participate in the management of the LLP shall be as provided in this Agreement and otherwise it is restricted to:

- Ratification of this LLP Partnership Agreement post-incorporation of the LLP;
- Any alteration to this LLP Agreement;
- The admission of new Partners;
- Appointment of Designated Partner;

Braj Murliwala Residency LLP

Kamal Dev
Designated Partner

Braj Murliwala Residency LLP

Higra
Designated Partner

Braj Murliwala Residency LLP

Jahnvi
Designated Partner

Braj Murliwala Residency LLP

Mehar
Designated Partner

- Raising further capital
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- 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
- Winding up and dissolution of the LLP.

In deciding all the matters specified above shall require a unanimous decision of all the Partners (excluding the Partner who is going to be expelled) and each Partner shall have one vote each irrespective of their capital contribution to the LLP's capital. The decisions so taken shall be recorded in the minutes within thirty days of the general meetings and the same kept at the registered office of the LLP.

- (b) The Designated partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners being the original Parties hereto as agreed upon mutually between them by themselves or otherwise so however that they shall be the first Designated partners to be named in the Incorporation Document submitted for the LLP's registration and to be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 in terms of sections 7,8 and 9 of the said Act. The Partners may appoint more Designated Partners by a 75% majority vote of the Partners present at a meeting of Partners duly called and held at any time and from time to time out of the Partners whose contribution to the capital of the LLP at the material time of appointment is not less than 16% of the total capital contribution as of that date, provided all the Partners being Parties to this Agreement as originally made approve the names proposed. The Designated Partners may by their

Braj Murliwala Residency LLP

Kamal

Designated Partner

Braj Murliwala Residency LLP

John

Designated Partner

Braj Murliwala Residency LLP

Ajaya

Designated Partner

Braj Murliwala Residency LLP

Abhishek

Designated Partner

unanimous decision delegate their powers to any one or more Designated Partners or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.

- (c) Every Partner appointed as a Designated Partner by a majority of the Partners as stated in (2) above shall be entitled to take part in the management of the LLP.
- (d) Any matter or issue relating to the LLP shall be decided by a majority in number of the Designated Partners which shall in every case include the Partners being the original Parties hereto so long as they continue as the designated Partners of the LLP.
- (e) Banking arrangements for the LLP shall be as unanimously decided by the Designated Partners at any time and from time to time, ensuring that all moneys received subject to requirements of current expenses, by way of Cheques, drafts or other pay orders shall be promptly paid into the LLP's banking account.
- (f) Each Partner shall render true accounts and full information of all things affecting the LLP to the Designated Partner(s) and on request to any Partner or his legal representative.
- (g) All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in Para 52(1) above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The provisions as are applicable to calling, holding and conducting/adjourning etc., of general meetings and Board meetings and keeping of minutes of such meetings of pure private companies limited by shares under the companies Act, 2013, shall apply respectively to the said two kinds of meetings, excluding the special resolutions, requisitioned resolutions special notices, special business and explanatory statements, requisitioned meetings and default meetings and the related jurisdiction as well as powers of the Court/Tribunal/Central government conferred under the said Act. Every such meeting shall be called by any Designated Partner on the

Braj Murliwala Residency LLP

Kamal Rao

Designated Partner

Braj Murliwala Residency LLP

Ashu

Designated Partner

Braj Murliwala Residency LLP

Natasha

Designated Partner

Braj Murliwala Residency LLP

Abhishek

Designated Partner

basis of a decision of the Executive Meeting or by circular resolution passed by majority of Designated Partners in any exigency.

- (h) A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

Winding Up

47. The M/s BRAJ MURLIWALA RESIDENCY LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Expulsion of the Partner

48. This provision of this Agreement shall operate as an express agreement of the partner: A partner may not be expelled by unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on that partner or designated partner giving 7 days time for his response; and in that event the partner expelled shall be entitled to the benefits of a retiring Partner in accordance with provisions of this Agreement in that behalf.
49. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying on activity/business of M/s BRAJ MURLIWALA RESIDENCY LLP with fraudulent purpose.

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

SIGNED & DELIVERED BY

Kapil Dev

SH. KAPIL DEV

(Designated Partner)

Braj Murliwala Residency LLP

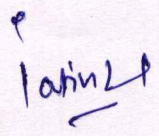
Latika
Designated Partner

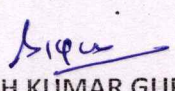
Braj Murliwala Residency LLP

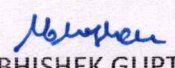
Shreya
Designated Partner

Braj Murliwala Residency LLP

Shreya
Designated Partner


SH. JATIN
(Designated Partner)

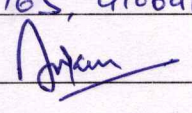

SH. SATISH KUMAR GUPTA
(Designated Partner)


SH. ABHISHEK GUPTA
(Designated Partner)

Witness:

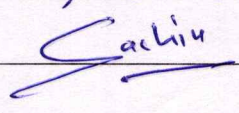
a) Name: ANKUSH GUPTA

Address: Flno-165, Global city Sec-29, Kuzulsheta.

Signature:  (94163-49667)

b) Name: SACHIN

Address: H. No 53, New vixat Nagar, m.t. Panibat

Signature:  (9416019620)