



**LIMITED LIABILITY PARTNERSHIP AGREEMENT  
OF HARENDRA PRATAP SINGH BUIDTECH LLP**

This Agreement of Limited Liability Partnership made at Mathura on 5<sup>th</sup> May, 2023 by and between:

1. Harendra Pratap Singh s/o Maharaj Singh, Indian inhabitant, r/o 86, Pali dungra, Sonkh Road, Mathura, Uttar Pradesh – 281123, and
2. Narendra Singh Kuntal s/o Maharaj Singh, Indian inhabitant, r/o Pali Dungra, Sonkh Road, Mathura, Uttar Pradesh – 281123

(Both of them collectively referred to in this instrument as partners, which term, unless excluded by or contrary to the context, includes their respective legal heirs, representatives, and/or assignees).

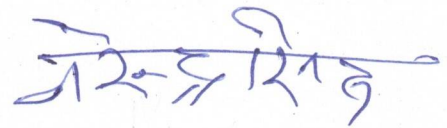
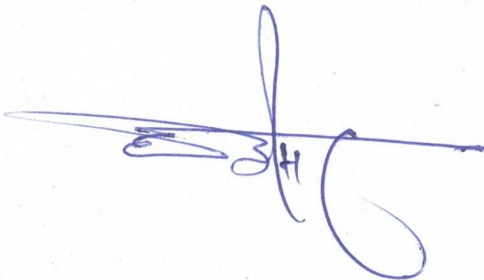
Definitions:

- i. 'Accounting Year' means the financial year as defined in the Limited Liability Partnership Act, 2023.
- ii. 'Designated Partner' means any partner designated as 'Designated Partner'.
- iii. 'Partner' means any person who becomes a partner in the Limited Liability Partnership under this Limited Liability Partnership Agreement.
- iv. Other terms have the same meaning as given in the Act.

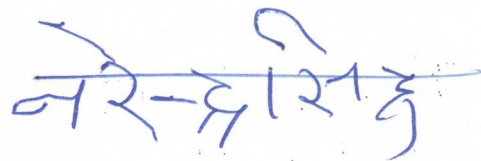
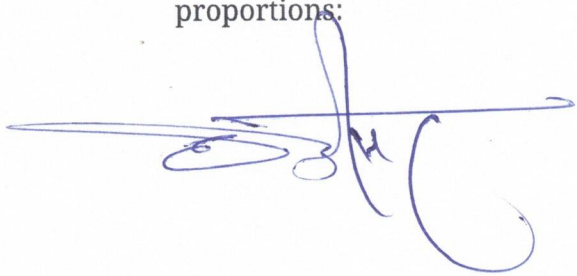
WHEREAS the parties are carrying on the business of real estate under a partnership pursuant to the partnership deed dated February 1, 2019 entered into by and between them in the name of Harendra Pratap Singh Buildtech which has been converted into a limited liability partnership on 1<sup>st</sup> May, 2023 under the LLP Act, 2008. The name of the LLP is **Harendra Pratap Singh Buildtech LLP having LLP Identification Number: ACA-8759** on the following terms and conditions agreed between them.

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

1. The name of the LLP is **Harendra Pratap Singh Buildtech LLP having LLP Identification Number: ACA-8759** or such other name as the partners may agree.
2. The LLP shall have its registered office at **1, Maharaja Complex, Mahendra Nagar, Sonkh Road, Mathura, Uttar Pradesh-281004** and/or such other place as the partners may decide.
3. The limited liability partnership shall carry on real estate activities and such other business as the partners may decide.



4. Harendra Pratap Singh Buildtech LLP shall be deemed to have commenced business on **May 1, 2023**.
5. The LLP **Harendra Pratap Singh Buildtech LLP** is 'at will' only after completion of the existing running projects and issue of Completion Certificate by the competent authority. If further projects are undertaken by Harendra Pratap Singh Buildtech LLP, the partners may mutually decide to continue the limited liability partnership till the completion of such projects.
6. No Person or Body Corporate may be introduced as a new Partner without the consent of all the existing Partners.
7. Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other Partners of his intention to resign/ retire as Partner.
8. The partnership business will not dissolve on cessation, retirement, resignation, insolvency or death of any partner. In such an event the business of the LLP, with all its assets and liabilities, shall be continued by the continuing Partner.
9. The partners' capital in the firm Harendra Pratap Singh Buildtech on the closing of 30.04.2023 shall be treated as the capital contribution in Harendra Pratap Singh Buildtech LLP. The contribution of the partners is:  
Harendra Pratap Singh-50% i.e. Rs.2,50,000.00  
Narendra Singh Kuntal-50% i.e. Rs.2,50,000  
The partners may bring in further capital according to the business requirement. The Contribution of a Partner may be tangible, intangible, moveable or immoveable Property
10. The land contributed as capital by the partners as stock in trade of limited liability partnership, from time to time, are the absolute property of Harendra Pratap Singh Buildtech LLP and shall not revert to the partners. If any partner ceases to be a partner, whether on account of death, resignation, insolvency, reconstitution, disability or otherwise, his share shall be settled by payment and not by distribution of property or land introduced by partners.
11. The partners receive interest on their capital contribution and loans at the rate of 12% per annum. However, the partners may voluntarily accept a lower interest rate than 12% per annum in any financial year.
12. The limited liability partnership may borrow and raise funds for operations with the consent of the partners.
13. The net profits of the limited liability partnership shall be distributed in the following proportions:



a) Harendra Pratap Singh - 50.00%

b) Narendra Singh Kuntal - 50.00%

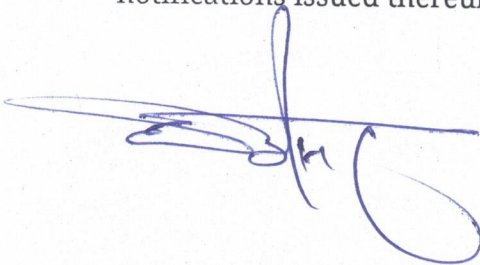
For this purpose, the net profit shall be determined after deducting the remuneration and interest for the working partners.

14. The losses of the limited liability company, including the capital loss, are borne and paid by the partners in their profit-sharing ratio.
15. All partners are 'working partners' in the limited liability partnership firm and they shall actively participate in the conduct of business and affairs, and they are entitled to the maximum remuneration under the Income Tax Act.

|  |   |
|--|---|
| In case of loss or book profit up to Rs 3,00,000/- for the year. | Rs 1,50,000/- or 90% of the books profit whichever is Higher, but in no case, it will be more than the Amount of book profits itself. |
| On the balance of the book profit                                | The amount as calculated as per clause (i) above plus 60% of the excess over Rs 3,00,000/   |

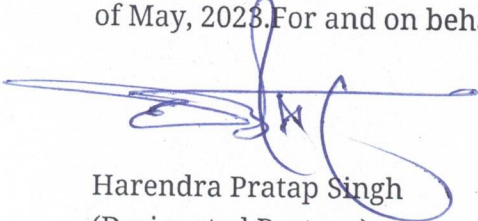
Explanation: For the purposes of this clause the expression "Book Profit" shall mean the "Book Profit" as defined in section 40(b) of Income tax Act, 1961 or any other statutory modification or reenactment thereof for the time being in force. The Book Profit will be the remaining profit after deduction of interest payable to the partners.

16. Harendra Pratap Singh Buildtech LLP shall open a bank account with the bank(s) as the partners may decide.
17. The bank account shall be operated by **single** signatures of any of the designated partner.
18. The books of accounts required under the Limited Liability Partnership Act, 2008 and the Rules made thereunder shall be maintained properly.
19. The accounts of the LLP shall be audited in accordance with the Rules prescribed under section 34 (3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules and Forms, 2008 and the Rules prescribed by the Central Government. The appointment and removal of auditor shall be decided by the partners with mutual consent.
20. The first designated partners of the Limited Liability Partnership shall be:
- a) Harendra Pratap Singh
- b) Narendra Singh Kuntal
21. The Designated Partners should comply with all the conditions and requirements as prescribed under the Limited Liability Partnership Act, 2008 and the notifications issued thereunder.



22. The Designated Partners are responsible for filing all statements, declarations, documents, etc. as required under the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.
23. Both Designated Partners are authorized to represent the firm individually before all banks, financial institutions, offices and departments, central and state authorities like Income Tax Department, RERA, GST, Courts, Registrar & Sub-Registrar, Tax Authorities, MVDA, Pollution and Environment Control Authorities etc.
24. The mutual rights, obligations and interests of the partners, except those referred to in this Deed or subsequently agreed or modified by this Deed, shall be governed by the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009 or any other relevant law for the time being in force.
25. All matters not provided for in this Agreement shall be decided by the Partners by mutual agreement.
26. The LLP may voluntarily wind up its operation as per the provisions of LLP Act, 2008 and with the prior consent of all the partners.
27. All disputes arising between the Partners, the Partners and the legal representatives of the Partners or with the Limited Liability Partnership shall be settled by arbitration as provided in the Arbitration and Conciliation Act of 1996 as if the parties to the dispute had consented in writing to the settlement of the dispute by arbitration and to the application of the Arbitration and Conciliation Act of 1996.
28. No amendment or supplement to this Limited Liability Partnership Agreement shall be valid unless in writing as an amendment to this Agreement and duly signed by each partner of the Limited Liability Partnership at the time of such amendment or supplement.

In witness whereof, the parties hereto have set their respective hands and signed this 5<sup>th</sup> day of May, 2023. For and on behalf of **Harendra Pratap Singh Buildtech LLP.**





Harendra Pratap Singh  
(Designated Partner)



Narendra Singh Kuntal  
(Designated Partner)

Witness signatures:

a) Name:  Anoop Kumar  
Father's name: Ranshrafal.  
Address: H.No. 340/2 B.L.B.  
Adash Nagar F.B.D.

b) Name:  M.K.P. Singh  
Father's name: Late Sh. Chandan Singh  
Address: VILL + PO = SONAI  
(Thouk by AN)  
Dist - MATHURA (U.P.)  
Pin 281206