



हरियाणा HARYANA

M 997338



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

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at B-26, Ground Floor, Sector-8, Near Bagdola, Dwarka, New Delhi-110077 on this 28th day of January, 2014

BETWEEN

1. Ankit Kansal, S/o Mr. Yash Pal Kansal, R/o 93, Akashneem Marg, DLF Phase-II, Gurgaon-122002, Haryana, 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 **FIRST PARTY**

AND

2. Anil Kumar Rastogi, S/o Mr. Dinesh Chand Rastogi, R/o Neelkanth Colony, 11, Civil Lines, Moradabad-244001, Uttar Pradesh 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 **SECOND PARTY**

The First and Second party shall be individually referred to as Designated Partner and collectively referred to as Designated Partners.

NOW The First and Second Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and as such they intend to write down the terms and conditions governing the formation, functioning and dissolution of the said Limited Liability Partnership.

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

1. The Limited Liability Partnership shall be carried on in the name and style of "360 REALTORS LLP" (hereinafter also referred to as LLP) and or such other name as the parties shall from time to time unanimously agree upon.
2. The operations of 360 REALTORS LLP shall commence on the date of its registration and shall continue thereafter, subject to the provisions of the Limited Liability Partnership Act, 2008, until termination of this agreement by consent of all the Designated Partners of the LLP.
3. 360 REALTORS LLP shall have its registered office at B-26, Ground Floor, Sector-8, Near Bagdola, Dwarka, New Delhi-110077 or at such other place, as shall be agreed to by a majority of the Designated Partners of the LLP.
4. The total Obligation of Contribution to 360 REALTORS LLP shall be Rs. 1,00,000/- (Rupees One Lac only) which shall be contributed by the Designated Partners in the following proportion.

First Party 50% i.e. Rs. 50,000/- (Rupees Fifty Thousand only)

Second Party 50% i.e. Rs. 50,000/- (Rupees Fifty Thousand only)

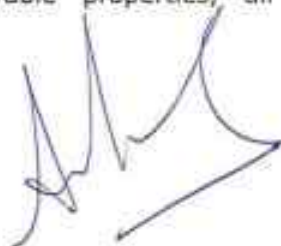
The further Contribution, if any, required by 360 REALTORS LLP shall be brought by the Designated Partners in their profit sharing ratio or in such ratio as may be decided by all the Designated Partners of the LLP.

5. The Designated Partners of the LLP shall ensure that the common seal of the LLP is affixed on such documents as may be defined in Limited Liability Partnership Act, 2008, under the signature of any of the Designated Partners of the LLP.
6. All the Designated Partners of LLP shall be entitled to share profit and losses in the following ratio.

First Party 50%

Second Party 50%

7. The business of 360 REALTORS LLP shall be "to carry on the business as developers, promoters, builders, consultants, civil engineers, surveyors, designers, town planners, colonizers of estates, farm land & residential building, estimators, interior and exterior decorators, general and government civil contractors of immovable properties, all types of structural and pilling



engineering work and all other types of erection commissioning projects, project trading as well act as consultant for execution of projects on turnkey basis."

Admission of New Designated Partner


8. New Designated Partner/s shall not be introduced without the consent of all the existing Designated Partners of the LLP. Such incoming Designated Partner/s shall give his/her prior consent to act as a Designated Partner/s of the LLP.
9. The Profit sharing ratio of the Incoming Designated Partner/s shall be decided by majority of the existing Designated Partners of the LLP.

Death or Voluntary Retirement of Designated Partner

10. If any Designated Partner dies or voluntarily retires, a statement of account shall be taken and made out of his share of the total contribution and effects of the LLP and of all unpaid interest and profits due to him up to the time of his demise or retirement as the case may be and shall be paid at the earliest by the remaining Designated Partner of the LLP, subject to the required adjustments between his contribution and income account transactions and transfers made till the date of death or retirement, as the case may be, and the amount payable to the deceased or retiring Designated Partner shall be certified by the Statutory Auditor of the LLP. The said statement of account shall include the Designated Partner's share of profit and loss for the period beginning from the date of his/her appointment as a Designated Partner of the LLP till the date of his/her death or retirement.

Rights of Designated Partners

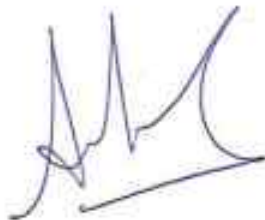
11. All the Designated Partners hereto shall have the rights, title and interest in all the assets and properties of the said LLP in the proportion of their profit sharing ratio.
12. Every Designated Partner shall have the right to access and inspect and copy any books, account, registers, journals etc of the said LLP.
13. Each of the parties hereto shall be entitled to carry on their own, separate and independent businesses as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Designated Partners shall have no objection thereto provided that the said Designated Partner has intimated the said fact to the said LLP before the start of the independent business and moreover he/she shall not use the name of the LLP to carry on the said business.
14. 360 REALTORS LLP shall have perpetual succession. Therefore, death, retirement or insolvency of any Designated Partner shall not dissolve the said.
15. On retirement of a Designated Partner, the retiring Designated Partner shall be entitled to full payment in respect of all his rights, title and interest in the LLP as herein provided. However, upon insolvency of a Designated Partner, his or her rights, title and interest in the said LLP shall come to an end. Upon the death of any of the Designated Partners herein, the heirs, executors and administrators of such deceased Designated Partners shall be entitled to and



shall be paid the full payment in respect of the right, title and interest of such deceased Designated Partner.

Duties of Designated Partners

16. Each Designated Partner shall be just and faithful to the other Designated Partners in all transactions relating to the LLP.
17. Each Designated Partner shall render true accounts and full information of all things affecting the LLP to any Designated Partner or his legal representatives.
18. Every Designated Partner shall account to the LLP for any benefit derived by him without the consent of the other Designated Partners of the said LLP in relation to any transaction concerning the LLP, or for any use by him of the property, name or any business connection of the LLP.
19. Every Designated Partner shall indemnify the LLP and the other existing Designated Partners for any loss caused by his illegal, fraudulent and wrongful actions in the conduct of the business of the LLP.
20. In case any of the Designated Partners of the said LLP desires to transfer or assign his interest or shares in the LLP, he/she can transfer the same with the consent of all the remaining Designated Partners of the said LLP.
21. No Designated Partner shall without the written consent of the remaining Designated Partners:
 - 21.1 Except for gross misconduct, dismiss any employee of the said LLP
 - 21.2 Employ any money, goods or effects of the said LLP or pledge the same for obtaining credit facilities except in the ordinary course of business and upon the account or for the benefit of the said LLP.
 - 21.3 Enter into any bond or become surety or provide security or guarantee for any person or do knowingly cause or suffer to be done anything whereby the property of the said LLP or any part thereof may be seized.
 - 21.4 Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person, a Designated Partner therein.
 - 21.5 Engage directly or indirectly in any business competing with that of the LLP.
 - 21.6 Lend money or give credit on behalf of the LLP or have any dealings with any person, LLP or firm which the other Designated Partner/s previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of these provisions shall be made good to the LLP by the Designated Partner incurring the same.
 - 21.7 Compromise or compound (except upon payment in full), release or discharge any debt due to the LLP, except upon the written consent given by the remaining Designated Partner/s.



- 21.8 Enter into any bond or become surety for any person/s or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.

Powers of Designated Partners

22. Every Designated Partner is an agent of the other Designated Partner and he/she binds the other Designated Partner by his/her acts and is bound by himself/herself similarly by the other Designated Partners as regards operation of the LLP with no other vicarious liability.
23. Every Designated Partner shall have the power to transfer his/her shares of the LLP with the consent of all the remaining Designated Partners of the LLP.

Liabilities of Designated Partners

24. All Designated Partners shall be responsible for doing all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the Limited Liability Partnership Act, 2008 including filing of documents, returns and reports pursuant to the provisions of the said Act and as may be specified in this LLP Agreement; and
25. All Designated Partners shall be liable for all penalties imposed on the LLP for any contravention of the provisions of the Limited Liability Partnership Act, 2008.

Meetings

26. The meetings of the Designated Partners may be called by sending 15 days prior notice to all the Designated 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 Designated Partners.
27. The matter discussed in the meeting of the Designated Partners of the LLP shall be decided by a resolution passed by a majority in number of the Designated Partners, and for this purpose, each Designated Partner shall have one vote.
28. The meeting of Designated Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of Designated Partners.
29. Every Designated Partner of the LLP shall ensure that decisions taken by the LLP are recorded in its minutes book within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.
30. Each Designated Partner shall
- 30.1 Punctually pay and discharge the separate debts and engagements and indemnify the other Designated Partners and the assets of the LLP against the same and all proceedings, costs, claims and demands in respect thereof.



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- 30.2 Give time and attention as may be required for the fulfillment of the objectives of the LLP and they shall be the working Designated Partners of the LLP.

Annual Statements of Accounts and Solvency

- 30.3 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 all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition to the signing thereof by the Designated Partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due/speed post to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

Audit

- 31.1 The accounts of the LLP shall be audited by a Chartered Accountant in Practice in accordance with section 34(3) of the LLP Act, 2008 and Rule 24 of the LLP Rules & Forms, 2008 when the turnover of the LLP becomes equal to or exceeds Rupees Forty Lacs in any financial year; or the contribution of the LLP becomes equal to or more than Rupees Twenty Five Lacs.
- 31.2 The Designated Partners of the LLP may remove an auditor from office at any time with the consent of all the Designated Partners.

Duties of Designated Partners

32. The Parties shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
33. The Designated Partners shall be responsible 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 this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
34. The Designated Partners shall be responsible for the doing of all acts arising out of this LLP agreement.
35. The LLP shall pay such remuneration to the Designated Partners as may be decided by the majority of the Designated Partners, for rendering his/her services as such.
36. The LLP shall indemnify and defend its Designated 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 Designated Partners and officers of the LLP,



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except for the gross negligence or willful misconduct of the Designated Partner or officer seeking indemnification.

Cessation of Existing Designated Partners

37. Any Designated Partner may cease to be a Designated Partner of the LLP by giving a notice in writing of not less than thirty days to the other Designated Partners of his intention to resign as Designated Partner of the LLP.
38. No majority of Designated Partners can expel any Designated Partner except in the situation where any Designated Partner has been found guilty of carrying of activity/business of the LLP fraudulently with a mala fide intention.
39. The LLP can be wound up with the consent of all the Designated Partners of the LLP subject to the provisions of Limited Liability Partnership Act, 2008.

Extent of Liability of the LLP

40. The LLP shall not be bound by anything done by a Designated Partner in dealing with a person if
 - 40.1 the Designated Partner in fact has no authority to act for the LLP in doing a particular act; and
 - 40.2 the person knows that he/she has no authority or does not know or believe himself / herself to be a Designated Partner of the LLP.

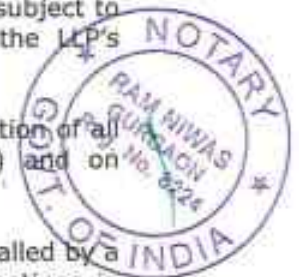
Management of the LLP

41. The rights of the Designated Partners to participate in the management of the LLP shall be as provided in this agreement and otherwise it shall include:
 - 41.1 Ratification of this LLP Designated Partnership Agreement post incorporation of the LLP;
 - 41.2 Any alteration to this LLP Agreement;
 - 41.3 The admission of new Designated Partners;
 - 41.4 Appointment of Designated Partners;
 - 41.5 Acceptance of Annual Accounts and solvency and Auditor's Report thereon;
 - 41.6 Assignment and Transfer of Designated Partnership Right, by the Designated Partners in any way;
 - 41.7 Expulsion of any Designated Partner;
 - 41.8 Any proposal of the LLP to make an application to the Central Government that the affairs of LLP ought to be investigated;
 - 41.9 Change of business;
 - 41.10 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; and
 - 41.11 Winding up and dissolution of the LLP.
42. The matters specified above in Clause 41 of the LLP Agreement shall be required to be approved by a 75% majority vote of the Designated Partners present at a Meeting of Designated Partners duly called and held, except expulsion of any Designated Partner and change of business which shall



require a unanimous decision of all the Designated Partners, excluding the Designated Partner to be expelled.

43. Every Designated Partner shall have one vote each, irrespective of his / her capital contribution to the LLP's Capital. The decisions so taken shall be recorded in the Minutes Book within ten days of the meeting of the Designated Partners and the same shall be kept at the registered office of the LLP.
44. 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 both shall be the first two 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 ROC 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, 9 of the said Act. The Designated Partners may appoint more Designated Partners by a 75% majority vote of the Designated Partners present at a meeting of Designated Partners duly called and held at any time and from time to time by the Designated Partners whose contribution to the capital of the LLP at the material time of appointment is not less than 20% of the total capital contribution as of that date, provided both the Designated Partners being Parties to this Agreement as originally made approve the names proposed. The Designated Partners may by their 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.
45. Every person appointed as a Designated Partner of the LLP by a majority of the Designated Partners in accordance with clause 44 of the LLP Agreement shall be entitled to take part in the management of the LLP.
46. 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 Designated Partners being the original Parties hereto so long as they continue as the Designated Partners of the LLP.
47. Banking arrangements for the LLP shall be unanimously decided by the Designated Partners at any time and from time to time, ensuring that all moneys received by way of cheques, demand drafts or pay orders, subject to requirements of current expenses, shall be promptly paid into the LLP's banking account.
48. Each Designated Partner shall render true accounts and full information of all things affecting the LLP to the remaining Designated Partner(s) and on request to any Designated Partner or his legal representative.
49. All decisions of the Designated Partners shall be taken at meetings called by a notice in writing or by circular resolution in cases of urgency. Meetings in which all Designated Partners are entitled to participate to deliberate and



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decide on the matters specified in Clause 41 above shall be called general meetings, and the meetings of the Designated Partners for deciding agenda items not included in Clause 41 above shall be called Executive Meetings. Every general meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by majority of Designated Partners in any exigency.

50. A resolution circulated in writing and signed by such number of Designated Partners, as may be required, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Designated 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.

Expulsion of Designated Partner

51. This provision of this LLP Agreement shall operate as an express agreement of the Designated Partners to the effect that a Designated Partner may not be expelled by a unanimous decision of the remaining Designated Partners save in good faith and in the interest of the Designated Partnership business only after a show-cause notice in writing is served on that Designated Partner giving 7 days time for his response; and in that event the Designated Partner expelled after due consideration is given to the response received from the Designated Partner who is sought to be expelled. The expelled partner shall be entitled to the benefits of a retiring Designated Partner in accordance with the provisions of this LLP Agreement in this regard.

Termination & Dissolution

52. If at any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP is lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Designated Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its business as a solvent entity, a majority in value of the Designated Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.

Miscellaneous Provisions

53. The LLP shall indemnify each Designated Partner in respect of payments made and personal liabilities incurred by such Designated Partner
- 53.1 in the ordinary and proper conduct of the business of the LLP; or
- 53.2 in or about anything necessarily done for the preservation of the business or property of the LLP.
54. The books of accounts of the LLP shall be kept at its registered office for the reference of all the Designated Partners of the LLP.
55. The accounting year of the LLP shall be from 1st April of the year to 31st March of the subsequent year. The first accounting year of the LLP shall be



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from the date of incorporation of the LLP till 31st March of the subsequent year.

56. It is expressly agreed that the bank account of the LLP shall be individually operated by either Party to the LLP Agreement.
57. All disputes between the Designated Partners arising out of the LLP Agreement shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

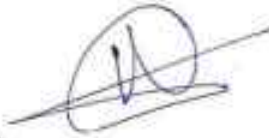
IN WITNESS WHEREOF the parties have put their respective signatures on this LLP Agreement on date and year first mentioned above.

Ankit Kansal,
S/o Mr. Yash Pal Kansal,
R/o 93, Akashneem Marg,
DLF Phase-II,
Gurgaon-122002, Haryana



Date: 29/01/2014
Place: Gurgaon

Anil Kumar Rastogi,
S/o Mr. Dinesh Chand Rastogi,
R/o Neelkanth Colony,
11, Civil Lines,
Moradabad-244001, Uttar Pradesh



Date: 29/01/2014
Place: Gurgaon

Witness:

- 1) Signature :
Name :
Address :
Occupation :
- 2) Signature :
Name :
Address :
Occupation :



Attested to be true Copy
(Ram Niwas, Advocate)
Notary Public GURGAON (Hry.)
30 JAN 2014

SCHEDULE 1

(A) THE MAIN OBJECTS TO BE PURSUED BY THE LLP ON ITS INCORPORATION ARE:

1. To carry on the business as developers, promoters, builders, consultants, civil engineers, surveyors, designers, town planners, colonizers of estates, farm land & residential building, estimators, interior and exterior decorators, general and government civil contractors of immovable properties, all types of structural and pilling engineering work and all other types of erection commissioning projects, project trading as well act as consultant for execution of projects on turnkey basis.
2. To provide all types of services related to maintenance of Commercial/Residential Buildings/Premises/flats like mechanical maintenance such as lift maintenance, high and air conditioning maintenance, façade cleaning system maintenance, water and fire pump maintenance etc., regular maintenance of sanitary installations, wall, flooring, paint, electrical installation including but not limited to fridge, cooking range, geysers etc. housekeeping services and other amenities like security, external painting and cleaning of Licensed Premise, rectification of waters see pages, water tank maintenance, providing connectivity services via internet, telephone and other modes etc. on contractual basis or otherwise.
3. To purchase, take on lease or in any other such lawful manner, any land, buildings, flats and structures, and to develop the same and dispose of or maintenance the same and build township, markets, commercial complex with all or related conveniences thereon and to equip the same or any part of other buildings, or any related amenities or conveniences such as drainage and to act as commission agents and dealers in farm land building whether commercial, residential whether meant for purchase, sale, resale or let out.

SCHEDULE 2

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY IN NUMBER OF THE DESIGNATED PARTNERS

1. Change of Name of LLP
2. Change in Contribution
3. Admission of New Designated Partner
4. Change in LLP Agreement
5. Any other change affecting the business of the LLP.



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