Company Master Data

LLPIN	AAH-2065
LLP Name	FS TOWNSHIP LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Jaipur
Date of Incorporation	23/08/2016
Registered Address	Plot No. EA-9, Harigarh Estate New Heritage City, Agra Road, Khori Ropada Burthal Jaipur Jaipur Rajasthan 303012
Email Id	fstownship@gmail.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division of business activity to be carried out in India	70
Description of main division	
Date of last financial year end date for which Statement of Accounts and Solvency filed	31/03/2022
Date of last financial year end date for which Annual Return filed	31/03/2022
LLP Status	Active

Charges

Charge Id	Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status

No Charges Exists for Company/LLP

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
00183430	POOJA GOYAL	09/11/2022	-	NO
05324581	MOHIT SINGH NARENDRA SINGH RATHOD	09/11/2022	-	NO

For FS TOWNSHIP LLP

P Pooja Goyal

Designated Partner

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN: M27623878/ BharatKoshOrderId :1-3746565687

SRN Date: 19/01/2023 17:09:48

Service Request Date: 19/01/2023

RECEIVED FROM:

Name: JAI PRAKASH KUNDWANI

Address: Plot No F104 Flat No G3, , Jaipur, Jaipur, Rajasthan, 302012

ENTITY ON WHOSE BEHALF MONEY IS PAID

LLPIN/CIN/DIN: AAH-2065

Name: FS TOWNSHIP LLP

Address: Plot No. EA-15, Harigarh Estate, Agra Road, Village Khori Ropada, Tehsil Sanganer, Jaipur, Jaipur, Jaipur, Rajasthan, 303103

FULL PARTICULARS OF REMITTANCE

Service Type: eFiling

Service Description	Type of Fee	Amount (Rs.)
Fee for LLP Form 15	Normal	50
	Additional	0
	Total	**50**

Mode of Payment: Online

Received Payment Rupees: Fifty Rupees Only.

Note: The defects or incompleteness in any respect in this application as noticed shall be placed on the Ministry's website(www.mca.gov.in). In case the application is marked as RSUB, please resubmit the application within the due date. Please track the status of your transaction at all times till it is finally disposed off. (please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014)

LLP Form No.15

Form language

(•) English ( ) Hindi

Notice for change of place of registered office

[Pursuant to rule 17 of Limited Liability Partnership Rules, 2009]

Refer instruction kit for filing the form

*All fields marked in * are mandatory.*

---

1. LLP Information

(a) *Limited Liability Partnership Identification number (LLPIN)	AAH-2065
(b) *Name of the Limited Liability Partnership (LLP)	FS TOWNSHIP LLP
(c) *Present address of the registered office of the LLP	Plot No. EA-15, Harigarh Estate, Agra Road, Village Khori Ropada, Tehsil Sanganer, Jaipur, Jaipur, Jaipur, Rajasthan, 303103
(d) *Email ID	fstownship@gmail.com
(e) *Jurisdiction of Police Station	Kanota Police Station

---

2. *Purpose

- [✓] Change of address of registered office within the same city / town / village (P1)
- [ ] Change of address of the registered office outside the limit of the city / town / village where the registered office is situated but within the same Registrar and State (P2)
- [ ] Change of address of registered office resulting in change in Registrar within the same State (P3)
- [ ] Change of address of registered office resulting in change in State within the jurisdiction of same Registrar (P4)
- [ ] Change of address of registered office resulting in change in State outside the jurisdiction of existing Registrar (P5)

3.*New address of registered office of the LLP

*Address Line-1	Plot No. EA-9, Harigarh Estate
Address Line-2	New Heritage City, Agra Road, Khori Ropada
*Country	India
*Pin Code/Zip code	303012
*Area/Locality	Burthal
*City	Jaipur

*District: Jaipur

*State: Rajasthan

*Latitude: 26.8638

*Longitude: 75.92013

*Jurisdiction of Police Station: Kanota Police Station

4. Name of office of new Registrar: Registrar of Companies, Rajasthan

Other details

5(a) *Whether any prosecution is pending against the LLP ◯ Yes ◯ No

5(b) *If Yes, provide brief details of prosecution

Sr. No	Case Number	Section under which prosecution is pending	Name of the Act under which prosecution is	Stage of pendency of prosecutionader	Name of the court where prosecution is pending	Details of Case
1.						

6(a) *Whether any application is pending before the Adjudicating officers, Central Government for condonation of delay, adjudication, and compounding, etc. ◯ Yes ◯ No

6(b) *If Yes, provide brief details

7 Details of publication of advertisement

7(a) *Date of publication of advertisement in English (dd/mm/yyyy).

7(b) *Name of the newspaper in which advertisement is published.

7(c) *Date of publication of advertisement in vernacular language (dd/mm/yyyy).

7(d) *Name of the newspaper in which advertisement is published.

8. Brief details of objections received in response to advertisement.

9(a) *Whether change in address is

◯ Based on the procedure laid down in the LLP agreement ◉ With consent of all partners

(b) *Date on which consent has been taken under sub rule (1) of Rule 17 (dd/mm/yyyy) . 1/13/2023

(c) Clause reference number of the LLP agreement

(d) Relevant extract of LLP agreement

10.Creditors consent

10(a) Whether consent of the secured creditors have been obtained? ◯ Yes ◯ Not applicable

10(b) Date of which consent has been taken (dd/mm/yyyy)

Attachments

(a) *Proof of registered office address (Convenience / Lease deed / Rent Agreement etc along with rent receipts.) Allotment Letter_EA 09 Hari

(b) *Copy of minutes of the decision / resolution / consent of partners.

(c) *Copy of consent of all partners Resolution_FS Township.pdf

(d) *Copies of public notice, if applicable.

(e) Optional attachment(s)- (if any)

Declaration

Verification

☑ To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete

☑ I further declare that all the objections received have been mentioned in the form.

☑ I, being a designated partner of the LLP, am authorized to sign and submit this form. To the best of my knowledge and belief.

*To be digitally signed by : MOHIT SINGH NARENDRA SINGH RATHOD Digitally signed by MOHIT SINGH NARENDRA SINGH RATHOD Date: 2023.01.19 17:11:45 +05'30'

* Designated Partner

* Designated Partner Identification Number (DPIN) 05324581

Certificate by Professional

*It is hereby certified that I have verified the above particulars (including attachment(s)) from the record of and found them to be true and correct. FS TOWNSHIP LLP

I further certify that all the required attachment(s) have been completely attached to this form

*To be digitally signed by JAI PRAKASH KUNDWANI Digitally signed by JAI PRAKASH KUNDWANI Date: 2023.01.19 17:12:19 +05'30'

☑ Company Secretary in whole time practice

☐ Chartered Accountant in whole time practice

☐ Cost accountant in whole-time practice

* Whether associate or fellow:

(•) Fellow ( ) Associate

Membership number or certificate of practice number: 10583

This eForm has been taken on file maintained by the registrar through electronic mode and on the basis of statement of correctness given by the filing LLP.

For office use only:

eForm Service request number (SRN): M27623878_SRN_FORM

eForm filing date(dd/mm/yyyy): 19-Jan-23

Digital signature of the authorizing officer:

This e-form is hereby registered

Date of signing(dd/mm/yyyy): 19-Jan-23

राजस्थान RAJASTHAN

T 607365

LIMITED LIABILITY PARTNERSHIP AGREEMENT

FS Township LLP
LLPIN: AAH-2065

This Agreement of Limited Liability Partnership is made at Jaipur on this Friday 13th **day of January, 2023** by and between the following parties:

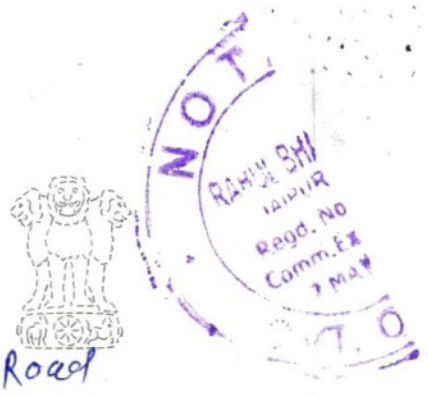
1. **Mr. Mohit Singh Narendra Singh Rathod** S/o Mr. Narendra Singh Rathod, aged about 28 years, R/o 6, Sugreev Marg, Gom Defence Colony, Vaishali Nagar, Jaipur-302021, Rajasthan, India which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called as the **FIRST PARTY;**

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED
13/1/2023
NOTARY PUBLIC
JAIPUR (RAJ.) INDIA

Mohit Singh Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)



17 JAN 2023

क्रम संख्या 18489 विक्रय पत्र दिनांक _____

मुद्रांक का मूल्य 500/-

क्रेता का नाम FS Township LLP

पति/पिता का नाम EA-9, Harigarh Estate, Agra Road

निवास स्थान Khori Rupada Jaipur

मुद्रांक खरीदने का आशय तथा सम्बन्धित कार्य का मूल्यांकन Agreement / MOU

17 JAN 2023

कृष्ण कुमार भाटिया
लं. नं. 10/99 स्टाम्प विक्रेता
मेन्टर नं. 3/768 के सामने
पालरीय [illegible] जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत आवसंरचना सुविधाओं [illegible] (धारा 3-क)- 10% [illegible]	50
2. गाय और उसका नस्ल क [illegible] और संवर्धन हेतु (धारा 3-ख) / प्राकृतिक आपदाओं एवं मानव जनित आपदाओं के निवारण हेतु -20% पर	100
हस्ताक्षर स्टाम्प वेण्डर लाइ. 10/99 कृष्ण कुमार भाटिया कुल योग	150/-

2. **Mrs. Pooja Goyal** D/o Mr. Purushottam Das Goyal, aged about 38 years, R/o M-21, Income Tax Colony, Durgapura, Jaipur-302018, Rajasthan, India which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called as the **SECOND PARTY**

(For the sake of brevity First and Second Parties shall be collectively referred to as Partners" and individually as "Partner".)

WHEREAS the First Party is an Individual;

WHEREAS the Second Party is an Individual;

WHEREAS The First Party and Second Party herein have been currently carrying on business as partners as well as Designated Partners of the LLP under the name and style of **FS TOWNSHIP LLP**, a Limited Liability Partnership duly incorporated on 23.08.2016 and registered with the Registrar of Companies, Rajasthan, Jaipur vide Registration No. AAH-2065 under the Limited Liability Partnership Act, 2008 through its Limited Liability Partnership Agreement dated 24.08.2016 and reconstituted agreement dated 09.11.2022.

AND WHEREAS the Registered Office of M/s FS Township LLP shifted From "Harigarh Estate", Plot No. EA-15, Harigarh Estate, Agra Road, Village-Khori Ropada, Tehsil Sanganer, District-Jaipur-303012" To "Plot No. EA-9, Harigarh Estate", New Heritage City, Agra Road, Khori Ropada, Jaipur-303012, Rajasthan, India with effect from 13.01.2023.

AND WHEREAS that notwithstanding anything contained in any of the agreement subsisting between the partners, the terms and conditions agreed by and between the partners shall be final and binding on the parties to this agreement. They have mutually agreed hereto to reduce and record the terms and conditions underneath.

NOW THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 DEFINITIONS

In this Agreement unless inconsistent with the context or otherwise specified, the following words and expressions shall have the following meanings:

(i) "The Act" and "the said Act" shall mean the Limited Liability Partnership Act 2008;

(ii) "The Rules" and "the said Rules" shall mean the Limited Liability Partnership Rules, 2009;

(iii) The provisions of the First Schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement;

(iv) "Affiliate" means (i) in relation to a person other than individual, any other person that,

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

either directly or indirectly through one or more intermediate persons, controls, is controlled by, or is under common control with such person, and (ii) in relation to an individual, any relative of such person, any sole proprietorship of such individual, and an entity (including a company and a limited liability partnership) controlled, directly or indirectly, by the person, or any entity under common control with that person;

(v) "Agreement" or "LLP Agreement" means this Limited Liability Partnership Agreement;

(vi) "Approvals" mean any consent, approval, authorization, waiver, permit, grant, franchisee, concession, agreement, license, certificate, exemption, order, registration, declaration or filing with or to any Government Authority;

(vii) "Assets" means assets or properties of every kind, nature, character, and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) of LLP, including cash, cash equivalents, securities, accounts and notes receivables, options, plant and machinery, equipments, trademarks, brands, other intellectual properties, raw materials, inventors, furniture, fixtures and insurances;

(viii) "Board" means the duly constituted board of designated partners of the LLP in office, at applicable times;

(ix) "Business day" means any day on which banks are generally open at Jaipur, Rajasthan for the transaction of normal banking business;

(x) "Competitor" means any person who is engaged in the business directly, or holds five percent (5%) or more voting stake, directly or indirectly, in any other enterprise, which is engaged in a business, competing with the business;

(xi) "Contribution" means the amount brought in by the partners of LLP;

(xii) "Control" means the power to direct, directly or indirectly, the management or polices of any person whether, through the ownership of more than 50% of the voting power of such person or through the power to appoint more than half of the board of directors or similar governing body of such entity, through contractual arrangements or otherwise;

(xiii) "Days" mean calendar days;

(xiv) "Designated partners" means a partner(s) as defined u/s 7 of Limited Liability Partnership Act, 2008;

(xv) "Execution date" means the date of execution of this agreement;

(xvi) "Governmental Authority" means any Governmental or Statutory Authority, Government Department, Agency, Commission, Board Tribunal or Court or other entity authorized to make laws including any rules or regulations, or pass directions, having or purporting to have jurisdiction, or any state or other subdivision thereof, or any municipality, district or other subdivision thereof having jurisdiction under laws of India;

(xvii) "Law(s)" includes all applicable Statutes, Enactments, Acts or Legislature or Parliament laws, ordinances, rules by laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority;

(xviii) "Officer(s)" mean any qualified professional individuals like Chief Executive Officer, Chief Financial Officer etc. or any other person as appointed by the Board to run and manage the business of the LLP.

(xix) "Parties" means collectively all the partners including the Designated Partners and the LLP and "party" shall mean any of them;

(xx) "Partners" are those who are admitted to **FS Township LLP** with the mutual consent of the Partners and shall include the Designated Partner/s;

(xxi) "Partner's Interest" shall mean the right of a partner to share profit and losses of the LLP and to receive distributions based upon its contribution in accordance with this agreement;

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 13/1/2023 NOTARY PUBLIC JAIPUR (RAJ.) INDIA

Identified by

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

(xxii) "Person(s)" means any natural person, Limited or Unlimited Liability Company, Corporation, Partnership (whether Limited or Unlimited), Proprietorship, Hindu Undivided Family, Trust, Union, Association, Government or any Agency or Political Subdivision thereof or any other entity that may be treated as a person under applicable law(s);

(xxiii) "Profit sharing ratio" means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP, and is more specifically described in clauses 2.2.3 of this agreement;

NOTARY RAHUL BHARADWAJ JAIPUR (RAJ.) Regd No 14196 Comm. Expired On 7 MAR 2024 GOVT. OF INDIA

1.2 Interpretation:

Unless the context of this Agreement otherwise requires:

1.2.1 Any term not defined in Clause 1.1, but defined elsewhere in the Agreement shall have the same meaning throughout the agreement;

1.2.2 Any reference to any statute or statutory provision shall include-

a. All subordinates legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

b. Such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.3 Reference to any party under this agreement shall also include its successors and permitted assigns;

1.2.4 Heading to clauses and paragraphs are for information only and shall not form part of the operative provisions of this agreement and be ignored in construing the same;

1.2.5 References to clauses and schedules to clauses and schedules to this agreement, all of these form part of the operative provisions of this agreement and references to this agreement, shall unless the context otherwise requires include references to the recital clauses and schedules;

1.2.6 Unless the contrary is expressly stated no clauses in this agreement limits the extent or application of another clauses;

1.2.7 Any reference to books, file, records or other information or any of them means books, Files, records or other information or any of them in any form or in whatever medium held Including paper, electronically stored data, magneto media film and microfilm;

1.2.8 In writing includes any communication made by letter or fax or email;

1.2.9 the words "include", "including" , "inter alia" and "in particular " shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generally of any preceding words;

1.2.10 Any reference to a document in agreed form is to a document in a form agreed between the parties hereto;

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 8/1/2023 NOTARY PUBLIC JAIPUR (RAJ.) INDIA Identified by

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal

(Second Party)

1.2.11 the words "directly" or "indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;

1.2.12 The expression "This clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

1.2.13 the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words, unless followed by a reference to a specific provision of the agreement refer to this entire agreement;

1.2.14 when any number of days are prescribed in this agreement same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day does not fall on a business day in which case the last day shall be the next succeeding day which is a business day;

1.2.15 reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge information belief or awareness of such person after examining all information and making all due diligence; inquiries and investigation which would be expected or required from a person of ordinary prudence;

1.2.16 Time is of the essence in the performance of the parties in respective obligations, if any time period specified herein is extended such extended time shall also be of the essence.

1.2.17 if any provision in these clauses 1.2 is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of this agreement;

1.2.18 a reference to any agreement is a reference to that agreement and all schedules, appendices and the like incorporated therein as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;

1.2.19 all provisions of this agreement shall be interpreted and construed in accordance with their meanings and not strictly for or against either party, regardless of which party may have drafted this agreement or a specified provision;

1.2.20 grammatical variation of defined words shall be construed in according with the relevant definitions;

1.2.21 references to the singular number shall include reference to the plural number and vice versa;

1.2.22 Words denoting one gender shall include all genders; and

1.2.23 Any reference to the death of any Member, in the case of any Member being a body corporate or Partnership Firm or Sole proprietorship or Hindu Undivided Family, includes reference to the winding up, dissolution or striking off the name from the register maintained by the concerned authorities.

2. RECONSTITUTION OF THE LLP:

2.1.1 The Limited Liability Partnership shall continue to do its business in the name and

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The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 23/11/2023 NOTARY PUBLIC JAIPUR (RAJ.) INDIA Identified by

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

style of **FS Township LLP**. The partners may mutually decide to change the name subject to availability of the new name.

2.1.2 The **FS Township LLP** under this deed shall be deemed to have been reconstituted on the 13.01.2023.

2.1.3 The terms of reconstitution of the LLP shall be as follows:

a. The name of the LLP shall be **FS Township LLP**;

b. The LLP has been created by virtue of law;

c. The **FS Township LLP** shall have its registered office at "Plot No. EA-9, Harigarh Estate", New Heritage City, Agra Road, Khori Ropada, Jaipur-303012, Rajasthan, India and/or at such other place or places, as shall be agreed to by all the partners of the LLP from time to time.

d. The Designated Partners shall be:

1. Mr. Mohit Singh Narendra Singh Rathod (DPIN: 05324581)
2. Mrs. Pooja Goyal (DPIN: 00183430)

e. The main object of the **FS Township LLP** shall be:

(i) To carry on the business of colonizers, construction and to deal in immovable properties such as land and buildings on installments or otherwise and to purchase, acquire, take on lease or in exchange or in any other lawful manner in India or Abroad any area, land including agriculture land, buildings, structures, industrial land, commercial land, residential land, all types of land, factories, hotels, motels, restaurants, resorts, farm houses, cinema houses and other commercial properties, estates, real estates, malls or interest therein and any rights over or connected with them and to develop the same for sale on installments or on rent or otherwise, or for any other purpose by preparing building sites and by constructing, reconstructing, altering, improving, developing, marketing, promoting, decorating, furnishing and maintaining heritage spots, hotels, udhyan, resorts, mall, plazas, apartments, shopping malls, farm houses, complex, multiplexes, amusement park, gardens, group housing, commercial and residential buildings, colonization, multi storey offices, flats, houses, shops, showrooms and townships, row houses, bunglows, industrial area (SEZ), hostels, hotels, township, malls, cinema, community center and to equip them or any part thereof with allow any amenities or conveniences thereon and by consolidating or connecting or subdividing properties and leasing or disposing of the same and to manage such land and buildings.

(ii) To carry on the business of constructions, civil construction, colonizers, builders, developers, engineers, managers, advisers, consultants, planners, building experts, promoters, surveyors, valuers, contractors, sub-contractors, in India or Abroad and to act as dealers, property dealer, and commission agent in all kind of infrastructure facility, road (including toll road), bridge or rail system and other notified public facility of similar nature i.e. mass rapid transport system, light rail transit system, express ways, inter urban, semi urban, roads, bus and trucks terminals, Inland Container Depot (ICD) including Container Freight Stations (CFS), road dividers and multilevel computerized car parking and a highway project including highway and to carry on other activities

being a integral part of highway project and water supply projects, water treatment system, irrigation projects, sanitation and sewage system or solid waste management system and a port, airport, inland water way or inland port.

f. During the terms of this agreement, the Business shall be conducted in the brand name of **FS TOWNSHIP LLP**.

g. Notwithstanding the formation of this LLP, the existing business of the Partners in the above fields will continue without any hindrance.

h. The LLP, hereby contemplated, shall commence on the date of registration of the LLP and shall continue to operate thereafter subject to the provisions of the Act.

i. Subject to this Agreement, the provisions contained in the First Schedule to the Act, as amended up-to-date, shall apply to the LLP and the Partners and any supplement to this Agreement shall except in so far, as they are hereinafter impliedly or expressly modified or varied.

j. The Partners shall ensure that name of the LLP in any filings with any Governmental authority or third-parties are correctly and accurately mentioned to reflect **FS TOWNSHIP LLP** therein.

k. The LLP shall have a Common Seal, which shall be affixed on the documents or contracts which require affixing of common seal in the presence of and under the signature of any Designated Partner/s or any person duly authorized by the Designated Partner/s of the LLP in writing.

2.2 LLP Capital, Partners' Contribution Liability:

2.2.1 The capital /contribution of all Partners in the LLP shall be **Rs. 1,00,000/- (Rupees One Lakh Only)** which shall be contributed by the Partners in the following proportions:

Sr. No.	Name of the Partner	Amount of Contribution in INR	Percent (%) of Capital Held
1.	Mr. Mohit Singh Narendra Singh Rathod	50,000/-	50%
2.	Mrs. Pooja Goyal	50,000/-	50%
Total		**1,00,000/-**	**100%**

Any further contributions, if required by the LLP, shall be brought in or contributed or arranged by the Partners in such manner or ratio as may be mutually agreed upon by all the partners.

2.2.2 No interest will be payable to the Partners on the amount of capital contribution.

2.2.3 The ratio of sharing of profits and losses amongst the Partner shall be as under:

Sr. No.	Name of the Partner	Profit	Loss
1.	Mr. Mohit Singh Narendra Singh Rathod	50%	50%
2.	Mrs. Pooja Goyal	50%	50%
Total		**100%**	**100%**

2.3 Salary, Commission and Bonus to Partners:

That the Designated Partners may be entitled to receive salary, bonus, commission, remuneration on the book profits of the Limited Liability Partnership as allowed u/s 40(B) of Income Tax Act, 1961.

Book Profit	**Amount Deductible as Remuneration**
If book profit is negative	**Rs. 1,50,000/-**
On first Rs. 3 Lacs of book profit	**Rs.1,50,000/- *OR* 90% of Book profit, whichever is more**
Balance of book profit	**60% of Book Profit**

Share of Salary

1. Mr. Mohit Singh Narendra Singh Rathod 50%
2. Mrs. Pooja Goyal 50%

2.4 Assets of the LLP:

The LLP shall, in its own name, acquire and own all the Assets required for the purpose of carrying out the business. All the Assets owned by or belonging to the LLP shall be the property of the LLP only and no partner shall be entitled to use the same for personal purpose.

3 RATIFICATION OF THE AGREEMENT:

The partners agree that immediately upon incorporation of the LLP including any further reconstitution, amendment or supplemental thereto, the partners shall ratify and become party to this agreement by signing this agreement agreeing to be bound by the provisions of the same.

3.1 After registration, the LLP may reimburse to the partners all the reconstitution expenses borne by them including the costs of promotion and registration, legal fees, cost of printing and stamp duties, allied all other direct costs at actual, on the basis of account duly approved by the designated partners.

4 SOURCES AND MANNER OF FUNDING:

4.1 If the Board in its Judgment determines that the LLP requires further funds, the LLP shall raise future funding by exercising any of the following options:-

4.1.1 **Through contributions** from the Partners in proportion to their then existing profit sharing ratio and in case of 'Additional Contribution', in the manner set out in Clause 4.2.

4.1.2 **Through borrowings** from the partners in proportion to their existing profit sharing ratio in the LLP;

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 13/1/23 NOTARY PUBLIC JAIPUR (RAJ.) INDIA Identified by

Mohit Singh Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

4.1.3 **Through borrowings from third parties** including Companies, LLP(ies), Body Corporate(s), firm(s), association of persons, relative of partners, Banks and Financial Institutions;

4.1.4 **Through introduction of new partners** who may bring in their contribution.

4.2 Additional Contribution:

4.2.1 In case the Board decides to raise future funding through Additional Contribution, the LLP shall deliver to each Partner a written notice ("Funding Notice") of the Additional Contribution setting forth (I) the amount of contribution proposed, and (II) the manner and mode of payment of the contribution.

4.2.2 In the event that any Partner notifies the LLP about its non-acceptance to Subscribe to its pro rata share of the Additional Contribution, in part or in whole or fails to pay the contribution amount within the stipulated time frame, the other Partner shall have the right, but not the obligation to, at its option to make additional contribution not provided by the former.

4.3 Loan From Partners:

4.3.1 If the Board, in accordance with Clause 4.1.2, decides to satisfy the future funding Requirement of the LLP by procuring loan from the Partners, the LLP shall deliver to each Partner a written notice ('Loan Notice') setting forth, (I) the sum required and the term of the loan and (II) the manner and mode of payment/remittance of the loan amount to the LLP, or its bank account. The rate of interest payable by the LLP on the loan from the Partners shall be at the rate of 12% per annum or any other rate as may be decided by the partners unanimously or at such rate as may be considered appropriate in accordance with the provision of section 40(b) of the Income Tax Act, 1961.

4.3.2 Loan from partners shall be as mutually agreed upon between the partners from time to time.

4.3.3 In the event that any partner notifies the LLP about its inability to extend loan to the LLP in part or in whole or fails to remit the loan amount within the stipulated timeframe, the other partners shall have the right but not the obligation to extend the quota of partners loan to the LLP on the same terms as has been offered to the partner.

4.3.4 The parties agree that the LLP shall repay the loan to the partners in such a manner that the partner whose exposure to the LLP is more shall be paid in priority till the time the exposure of all the partners becomes proportionate to their contribution ratio and thereafter all the partners shall be paid out proportionately.

5 <u>ADMISSION OF PARTNER:</u>

5.1 No new partner shall be introduced without the consent of all the existing partners and further such incoming partner shall give his/her prior written consent to act as Partner of the LLP.

5.2 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.

5.3 The capital and profit sharing ratio of the incoming partner will be decided by mutual consent of all partners.

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Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

6 RIGHTS FOF PARTNERS:

6.1 All the partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of the partner's interest.

6.2 Every partner has a right to have access to and to inspect and copy any books of the LLP.

6.3 Each of the partners hereto shall be entitled to carry on their own, separate and independent business as hereto they might be doing or they may 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 provided the business should not be (i) detrimental to the interest of LLP (ii) competing with the business of LLP and (iii) using directly or indirectly the name of the LLP in connection with the said business.

7 PARTNER'S DRAWINGS:

The partners shall be entitled to draw any sum of money from the LLP from time to time as may be mutually agreed upon between the partners in writing.

8 BANK ACCOUNT:

That the LLP shall have its Bank Account(s) in any bank, whosesoever and whenever opened, as may be mutually agreed and consented to, from time to time, shall be in the LLP's name. The LLP may use/operate the old accounts also and may open one or more new bank account in the name of LLP with any Scheduled or Non-Scheduled Bank(s) as the partners may agree upon and all the Bank Accounts shall be operated in such manners as may be mutually agreed upon in writing in future.

9 BOOKS OF ACCOUNTS:

The maintenance of the requisites Books of Accounts and other papers relating to the affairs of the LLP as prescribed under Rule 24 of the Limited Liability Partnership Rules, 2009 pursuant to Section 34(1) of the LLP Act, 2008 shall be ensured by the Designated Partners for the time being. The Books of Accounts shall be kept at the Principal Place of Business of the LLP or at such other place or places as mutually agreed upon by all the partners and shall be regularly maintained in accordance with the prevailing and applicable accounting standards, if any. Each partner shall have access and be entitled for taking a copy or an extract of any Books of Accounts or related papers of the LLP or follow thereof during the working hours on any working day of the week.

10 ANNUAL STATEMENTS OF ACCOUNTS AND SOLVENCY:

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.

11 ACCOUNTING YEAR AND AUDIT:

11.1 The First Accounting Year shall be from the date of incorporation of the LLP till 31st March of the subsequent year. Thereafter, the Accounting Year of the LLP shall be from 1st April to 31st March of the Subsequent year.

11.2 The Statement of Accounts and Solvency of the LLP shall be audited by a Chartered Accountant, if required, in accordance with the provisions of Section 34(4) of the LLP Act, 2008, read with the relevant rules made thereunder. It shall be the responsibility

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Pooja Goyal
(Second Party)

of the Designated Partners of the LLP to comply with relevant Rules made in this respect.

12 DURATION OF LLP:

The Limited Liability Partnership shall commence from the date of registration of the LLP and shall continue to operate in accordance with the provisions of LLP Act, 2008 and rules framed thereunder, until majority of partners may require the LLP to be dissolved and wound up.

13 MANAGEMENT OF THE LLP:

13.1 The LLP shall be managed and governed under the overall superintendence, directions and control of the officers of the LLP and shall have the authority and responsibilities specified by the Board. Consistent with this agreement, the Board may exercise all such powers of the LLP and do all such lawful acts and things as are permitted under law;

13.2 Without prejudice to anything contained in clause 13.1, the Board may delegate such of its powers as it deem fit to any one of the Designated Partners or officer of the LLP. The Delegate (including a Sub-Delegate) shall report to the Board, all material actions undertaken or proposed to be undertaken by him in exercise of the powers delegated to him by the Board;

13.3 The Board shall be empowered to appoint qualified professional individuals like Chief Executive Officer, Chief Financial Officer or any other person to run and manage the business of the LLP;

13.4 DECISION OF THE BOARD:

13.4.1 All the matters related to the LLP as mentioned in Schedule I to this agreement shall be decided by a resolution passed with the consent of all the partners.

13.4.2 The decisions so taken shall be recorded in the minutes within thirty days of the meeting and the same shall be kept at the registered office of the LLP.

14 MEETINGS OF THE BOARD:

14.1 The meetings of the Board of the LLP may be held at any such time and at any such intervals as the circumstances require. The meeting of board shall ordinary be held at the registered office of the LLP or at any other places as per the convenience of partners.

14.2 The LLP shall keep a record of all resolutions and the minutes of all meetings of the board in which there shall be recorded the time and place of such meeting the names of those present and the processing thereof.

14.3 The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address by hand or telephonically at the Contact Nos. or by mail at the Email IDs provided by the individual Partners in records of the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 7 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.

14.4 In case of urgent meeting the same can be held telephonically or through video conferencing but the notice requirement for such meetings is to be ratified by all the Partners at the next meeting.

14.5 The quorum for all meetings of the Board shall be 2 (two) designated partners. If within half an hour from the time appointed for a Board Meeting, the quorum is not present, the meeting shall be adjourned to the same day for the next week at the same time and place and if such day is not a business day, the meeting shall be held on the next business day at the same location and time.

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14.6 Subject to and to the extent permitted under law, any Designated Partner may participate in a meeting of the Board by means of telephone conference, video conference, or similar instantaneous telecommunication equipment and participation in a meeting in such manner shall be deemed to constitute meeting of the Board so long as the following conditions are met:

14.6.1 Each designated partner taking part in the meeting by instantaneous telecommunication device must be able to at least hear each of the other designated partners taking part and to participate in the meeting at the commencement and for the duration of the meeting;

14.6.2 At the commencement of the meeting, each Designated Partner shall acknowledge his or her presence for the purpose of the meeting to all the other designated partners taking part.

14.7 The voting rights of all the Partners shall be in the ratio of their respective profit sharing ratio in the LLP.

15 PARTNER'S ATTENTION TO BUSINESS:

The partners shall:

15.1 Protect the property and assets of the LLP;

15.2 Devote their attention to the LLP business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantages of the LLP.

15.3 Punctually pays their separate debts to the LLP, if any.

15.4 Be responsible for doing all acts, matters and things as are required to be done by the LLP in respect of compliances of the provisions of this Act including filling of any document, returns and reports.

16 DUTIES OF PARTNERS:

16.1 Each partner shall be just and faithful to the other partners in all transactions relating to the LLP.

16.2 Each partner shall render true accounts and full information of all things affecting the LLP to every partner of his legal representative.

16.3 Every partner shall account to the LLP of any benefit derived by him without the consent of the LLP of any transaction concerning the LLP, or for any use by him/her of the property, name or any business in connection of the LLP.

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(First Party)

Pooja Goyal
(Second Party)

16.4 Every partner shall indemnify the LLP and/or the other existing partner for any loss caused by it/his/her fraud in the conduct of the business of the LLP.

16.5 Each partner shall punctually pay and discharge the separate duties and engagement and indemnify the other partners and the LLP against the same and all proceedings, costs, claims and demands in respect thereof.

16.6 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 performance as partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officers seeking indemnification.

16.7 Each Partner shall give time and attention as may be required for the fulfillment of the objectives of the LLP business.

17 POWER OF DESIGNATED PARTNERS

(i) That the First and Second Parties shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

(ii) That 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.

(iii) The designated partners shall be responsible for the doing of all acts arising out of this agreement.

(iv) That the Designated Partners shall have power to borrow money and raise loans from any person, state or Central Government, financial corporation or any other public or private body; to sign, draw, accept, negotiate, pay, satisfy or receive any bills of exchange, hundies, promissory notes, cheques, order for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the LLP in the usual course of business, in the manner as may be mutually decided by the Board in writing.

(v) That the Designated Partners shall have power to ask, demand, sue for recovery and receive whether in cash, cheque or any other mode from any Government department, private establishment or Local Authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the LLP on any account and to give any effectual receipt or discharge for the same, in the manner as may be mutually decided by the Board in writing.

(vi) To apply for all kind of licenses and to secure them and also to apply for quota rights and for the purpose to appear before the respective / concerned authorities for the same and to sign all papers in this connection.

(vii) To appear before the authorities concerned and to sign all papers in connection therewith.

(viii) To appear and represent the LLP on behalf of the other partners before the Authorities which may be necessary from time to time. All acts, deeds and things done by a partner in bonafide interest of the business of the LLP shall be binding upon all the partners.

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The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

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Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

(ix) To sign and conduct all correspondence relating to the said LLP.

(a) Generally to act in relation to matters aforesaid and all other matters in which LLP will be interested or concerned and to execute and do all deeds, acts or things relating to any department.

(b) To submit dispute in relation to business of the LLP to arbitration.

(c) To compromise or relinquish any claim or portion of claim.

(d) To withdraw a suit or proceedings.

(e) To admit any liability in a suit or proceedings against the LLP.

(x) All the decision in respect of the LLP for its day to day functioning including conceptualization of any Project, Booking and Sale of any units of the project, hiring of construction contractors, Consultants, Vendors for the development of the any Project of the LLP, if any, shall be taken by the Designated Partners. Designated partner shall be entitled on behalf of the LLP to pledge the land and obtain loan from any Financial Institution/ Bank / other entities against the assets of the LLP as may be mutually decided by the Board in writing.

Except as otherwise expressly provided herein, all the designated partners, shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto. The Designated partners shall also have the discretionary powers for allocating/delegating the work/assignments to any other officials or person(s) of the LLP and further they are at liberty to frame rules/guidelines for such allocation of work/assignment to the aforesaid.

18 CESSATION AND RETIREMENT OF EXISTING PARTNERS:

18.1 A partner ceases to be partner of the LLP by giving a prior notice of atleast 3 days in writing to the other partners of his intention to resign as partner. However, such partner shall not be entitled to resign if in case only one partner would remain in the LLP after the resignation of the resigning partner, unless the another person agrees to join the LLP on the terms acceptable to the remaining (continuing) partner.

18.2 On retirement of a partner, the retiring partner shall be entitled to payment in respect of all his rights, title and interest in the LLP based upon the valuation of his interest in the LLP as determined by the Board.

18.3 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 the LLP with fraudulent purpose.

18.4 The LLP can be wounded up with the consent of all the partners subject to the Provisions of Act.

19 DEATH OF PARTNER

19.1 On the death of any of the partner, 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 partners to the extent partner's interest of such deceased partner.

19.2 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 as per the valuation determined by the board.

20 INSOLVENCY OF PARTNER

Upon insolvency of a Partner, his rights, title and interest in the LLP shall come to an end. However, upon the insolvency of any of the Partners herein, the partnership may be reconstituted amongst the remaining Partners and the share of insolvent Partner shall be taken over by the existing Partners in ratio of their capital contribution or a ratio decided mutually by the remaining Partners. The Partners, upon, insolvency of any Partner may decide to dissolve the LLP as per the law.

21 PERPETUAL SUCCESSION:

The LLP shall have a perpetual succession and death, retirement or insolvency of any partner shall not dissolve the LLP.

22 WINDING UP

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

23 ACTS FORBIDDEN:

Without the consent given in writing of the other partners, no partners while he is a partner for the time being of the LLP shall -

23.1 Do any act that may conflict his interest with the interest of the LLP;

23.2 Employ any money, goods or effects of the LLP except in the ordinary course of business and upon the account or for the benefit of the LLP.

23.3 Lend money or give credit on behalf of the LLP or have any dealings with any person, 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 provision shall be made good to the LLP by the partner incurring the same.

24 EXTENT OF LIABILITY OF THE LLP:

The LLP shall not be bound by anything done by a partner in dealing with a person if –

24.1 The partner in fact has no authority to act for the LLP in doing a particular act; and

24.2 The person knows that the said partner has no authority or believe him to be a partner of the LLP.

25 EXTENT OF LIABILITY OF THE PARTNERS:

The partners shall be liable for the liabilities of the LLP to the extent of the unpaid amount of their agreed contribution and not beyond that except in case of fraud/conspiracy on his/their part.

26 RESPONSIBILITIES OF PARTNERS:

The Partners will be jointly and severely responsible for overall management and to deliver top and bottom line. They will provide all necessary assistance and co-operation to the LLP from its existing set up. The parties agree that any partner may, subject to prior written consent of other partner, charge a portion of actual cost of his staff to the LLP for providing various services to the LLP.

27 RESTRICTIONS ON TRANSFER OF PARTNERS'S INTEREST:

27.1 Each partner agrees and undertakes that, during the term of this agreement, it shall not transfer, directly or indirectly, its partner's interest in the LLP, except with the consent of all the partners.

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 23/11/2023 NOTARY PUBLIC JAIPUR (RAJ.) INDIA identified by

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

27.2 The partner may, transfer their partner's interest to a third party, provided that any such transfer to a competitor or an affiliate of such competitor shall be done only with the prior written consent of the other partner.

28 INFORMATION AND REPORT:

28.1 The LLP will maintain proper books of account and record in order to provide financial statement drawn up in compliance with the entire relevant statutory and accounting standard in accordance with the applicable Law.

28.2 An annual audit of the books of accounts, records and affairs of the LLP shall be undertaken each year immediately following the close of the financial year by the auditor of the LLP, if applicable. Audited accounts of the LLP shall be submitted to each partner of the Board, if applicable.

28.3 The LLP shall make the accounting books and records freely accessible for inspection to the partners or its representatives upon request by the relevant partner.

28.4 At the times, during the term of this agreement and subject to applicable law, the LLP shall supply the following to the partners, in English.

28.4.1 Monthly financial statement, and any other operating information as may be requested by any partner from time to time, prepared in accordance with the applicable accounting standards, if any, within (15) fifteen business days of the end of each calendar month.

28.4.2 Quarterly financial statements and information along with Balance Sheets and Profit and Loss Accounts and Quarterly progress and Financial Reports within 30 (thirty) business days at the end of each calendar quarter prepared according to the applicable accounting standards, if any, as may be requested by any partner from time to time.

28.4.3 Final Annual Audited Financial Statements for relevant Financial Year end, together with notes thereto in accordance with applicable accounting Standards, if any, and any reports by auditor in respect of such statements for the LLP in accordance with law within 15 (fifteen) days of approval of the same by the Board, if applicable.

28.4.4 Any internal and external Audit Report.

28.4.5 Details of any litigation (including any winding-up proceeding or receipt of notice under enactment or regulation), proceeding or material dispute or adversely affect the partner's business or assets or otherwise upon the LLP becoming aware of it.

28.4.6 Details of any events of any force majeure or any other event that would have an effect of the LLP's profit or business, immediately upon the occurrence of such event; and

28.4.7 Such other reasonable information regarding the LLP as may be requested by partner.

28.5 The partner agree, to promptly notify the partner, of (1) any material audit, examination or judicial or administrative proceeding with respect to applicable taxes and (2) any other material decision that must be made by the LLP with respect to the calculation or taxable income, loss or other tax base of the LLP.

28.6 The LLP at all times shall maintain proper books of accounts and records and their supporting working papers, which shall contain accurate and complete records of all transaction, receipts, expenses, assets and liabilities of the LLP.

29 INDEMNIFICATION:

The LLP shall indemnify each partner in respect of payment made and personal liabilities incurred by him;

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED
NOTARY PUBLIC
JAIPUR (RAJ.) INDIA
Identified by

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

29.1 In the ordinary course and proper conduct of the business of the LLP; or

29.2 In or about anything necessarily done for the preservation of the business or property of the LLP;

30 REPRESENTATIONS AND WARRANTIES:

Each party represents warrants and undertakes to the other party that:

30.1 It has absolute, unconditional and irrevocable power to execute, deliver and perform its obligation under this agreement and all necessary corporate and other action has been taken to authorize such execution, delivery and performance;

30.2 This agreement is constituted legally and is valid, obligatory and enforceable in accordance with its items;

30.3 The execution, delivery and performance of its obligation, under this agreement does not and will not;

30.3.1 Contravene any law or order of any government authority or any judgment or decree of any court having jurisdiction over it ;or

30.3.2 Conflict with or result in any breach or default under any agreement, instruction, regulation, license or authorized binding upon it or of its assets.

30.4 The entry into, delivery and performance by it off, and the transaction contemplated by this agreement do not and will not conflict with any law, regulation, court order or judgment or arbitral award application to him or any other contract of agreement binding on it; and

30.5 To the best of its knowledge, there is no action, suit or proceeding against it, pending before any court of law, tribunal, judicial, quash judicial or administrative authority which may affect its ability to perform its obligation hereunder.

31 MISCELLANEOUS PROVISIONS:

31.1 **Notices**

31.1.1 All notices or communications under this agreement shall be in writing and signed by or on behalf of the party giving it and are effective upon delivery to the applicable party by letter or electronic mail at the address indicated below:

31.1.2 The initial address of the parties for the purpose of the agreement are:

a. If to **Mr. Mohit Singh Narendra Singh Rathod**

Attention: **Mr. Mohit Singh Narendra Singh Rathod**
Address: 6, Sugreev Marg, Gom Defence Colony,
Vaishali Nagar, Jaipur-302021, Rajasthan, India
E Mail: mohitsingh10@hotmail.com
Ph. No. +91-9867011337

b. If to **Mrs. Pooja Goyal**

Attention: **Mrs. Pooja Goyal**
Address: M-21, Income Tax Colony, Durgapura
Jaipur-302018, Rajasthan, India
E Mail: pooja@firststone.co.in
Ph. No. +91-9950700007

31.1.3 Any notice to be given under this Agreement shall be in writing and shall be deemed

given when received and may be sent by hand, email, express counter, registered/speed post or facsimile.

31.2 **Counterparts**

This agreement may be executed in any number of counterparts and by the parties to its own separate counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

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31.3 **Waiver and Remedies**

No failure or delay by the parties in exercising any right or remedy provided by law under or pursuant to this agreement shall impair such right or remedy or operation or be construed as a waiver or variation of it's or precludes its exercise at any subsequent time and no single or partial exercise of any such right or remedy. The right and remedies of the parties under or pursuant to this agreement are cumulative, may be exercised as often as such party considers appropriate and are in addition to its right and remedies under the general law.

31.4 **Variation and Other Assistance**

No variation including any notation, amendment, supplement, deletion or replacement of this agreement (or of any of the documents referred to in this agreement) shall be valid unless it is made by an instrument in writing and signed by each party.

Each party will, without further consideration, sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this agreement and duly signed by every partner of the LLP as on date of alteration or amendment.

Irrespective of anything written in this LLP agreement, mutual consent in writing of all Partners are required to accept terms and conditions or give undertaking on behalf of LLP and its partners in favor of lenders for availment of loan agreeing /restoring/in contravention of any clause mentioned in this LLP agreement during the currency of availment of such loan.

32 DISPUTE RESOLUTION:

32.1 Any dispute, difference, controversy or claim between the parties, arising out of or relating to this agreement or the construction, interpretation, breach, termination or validity thereof ("dispute") shall upon the written request of either disputing party served be referred to the authorized representative of the disputing parties for resolution. The authorized representative shall promptly meet and attempt to negotiate in good faith, a resolution of the dispute in the event that the disputing parties are unable to resolve the dispute through negotiation within fifteen (15) days after service by a disputing party of such a request then the dispute shall be resolved in accordance with the provision of clause 32.2 below.

32.2 In the event that the disputing parties are unable to resolve a dispute as provided in clause 32.1 above, the dispute shall be settled through arbitration under the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act,

2015. Each disputing party shall appoint one Arbitrator and the Arbitrators so appointed shall jointly nominate one arbitrator who shall act as the person of the arbitral tribunal. A party seeking to resolve dispute though arbitration shall serve a written notice on the other party (ies) requesting for arbitration and specifying the nature of the dispute and nominating an arbitrator. The party (ies) according to the request for arbitration shall within 30 Days notify in writing the requesting party of the arbitrator appointed by them, failing which the requesting party may approach the Rajasthan High Court for appointment of an arbitrator under the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any other amendments as may be applicable from time to time. The arbitrator shall appoint the chairperson within 30 days of their first meeting failing which either of the parties may approach the Rajasthan High Court for appointment of presiding arbitrator.

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32.3 The parties agree that the award of all or a majority of the arbitrators shall be final and binding on them. The venue of arbitration shall be Jaipur, Rajasthan.

32.4 Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

32.5 Subject to the provisions of clause 32.2 providing for arbitration, for any legal proceedings, the courts at Jaipur, Rajasthan shall have exclusive jurisdiction in relation to such proceedings.

IN WITHNESS WHEREOF THIS DEED IS SIGNED BY THE PARTIES HERETO THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

Signed and delivered by
For and on Behalf of
FS Township LLP

Mohit Singh Narendra Singh Rathod
First Party
(Partner)

Pooja Goyal
Second Party
(Partner)

Witness: 1

a. Signature :

b. Name : Vijay Kumar Jangid

c. Address : 133A Pawan Putra Colony Panchyawala Jaipur 302034

Witness: 2

a. Signature :

b. Name : Jitendra Kumar Saini

c. Address : P-12, Pusan Badi Model Town, Malviya Nagar, Jaipur - 302017

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 2023 NOTARY PUBLIC JAIPUR (RAJ.) INDIA Identified by

Mohit Singh Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)

SCHEDULE I

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF FS Township LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Partners and shall require the affirmative vote of all the Partners either at a duly constituted meeting of the Partners or by circular resolution, viz.,

a) Increase or reduction in contribution.

b) Increase / Decrease or removal of Designated Partners or change in working Designated Partners.

c) Alteration of LLP Agreement.

d) Modification in the right of Designated Partners.

e) Placing of the LLP in Voluntary dissolution or liquidation.

f) Amalgamation or merger of the LLP with other business or LLP.

g) Declaration of dividend and its quantum, and other appropriations of profits.

h) Termination / modification of Lease or License Agreement for the premises /equipments taken on lease by the LLP before the expiration of the term of lease or License.

i) Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.

j) Sale or Assignment of goodwill of the LLP.

k) The approval of the annual financial, economic and investment plan as well as profit planning.

l) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.

m) Creation of joint ventures, consolidations, reconstitution, reconstruction, reorganization, or other business combinations, changes of control, imagination spin offs, sale of all or any material asset(s), bankruptcy, disinvestment, winding up, arrangements, or other similar or related actions.

n) Incurrence of debtor guarantee or creating lien/mortgages over the LLP's assets/property.

o) Any commencement or settlement of any material litigation, investigation or proceeding by the LLP.

p) Appointment and/or removal of the statutory or internal auditor.

q) Obtain any secured / unsecured loan / guarantee / credit facility from financial institution, banks, etc.

NOTARY RAHUL SHARADWAT JAIPUR (RAJ.) Regd No. 14196 Comm. Expires On 7 MAY 2024 GOVT. OF INDIA

The terms and conditions of this LLP Agreement have been read and understood by me/us and I/we hereby accept the same.

ATTESTED 23/11/23 NOTARY PUBLIC JAIPUR (RAJ.) INDIA

Identified by

Mohit Singh
Narendra Singh Rathod
(First Party)

Pooja Goyal
(Second Party)