

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : af674c4f9b1ccb594a61

Receipt Date : 17-Mar-2021 05:36:51 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Ranchi

Stamp Duty Paid By : PRAVIN KUMAR MURARKA

Purpose of stamp duty paid : PARTNERSHIP AGREEMENT

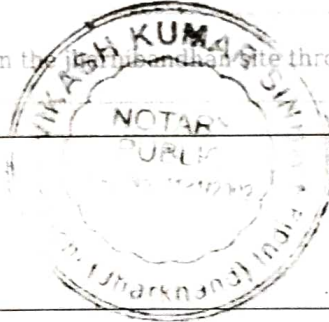
First Party Name : PRAVIN KUMAR MURARKA

Second Party Name : SANJEEV KHIRWAL

GRN Number : 2105062749

Authentic and Under Notaries Act-2002
No. ... by Govt. of
Jharkhand (India)

-: This stamp paper can be verified in the thisindian site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



28/3/21
P. Murarka
P. Murarka.

Sanjeev Khirwal

28 JUL 2021

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

THIS AGREEMENT OF LLP MADE AT RANCHI (JHARKHAND) 16th DAY OF MARCH 2021

BETWEEN

1. PRAVIN KUMAR MURARKA, S/O Prabhu Dayal Murarka. 402, Paras Apartment, Court Road Ranchi, Jharkhand, 834001, 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. SANJEEV KHIRWAL, S/O Shyam Sunder Khirwal, Paper Stationery Market, Dinbandhu Lane, Upper Bazar, Ranchi, Jharkhand, 834001, 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 ABOVE MENTIONED FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

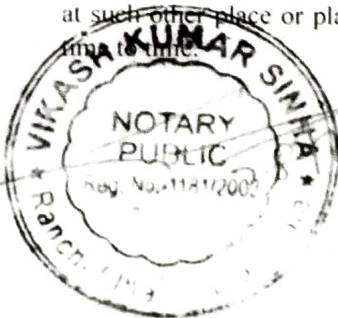
WHEREAS the First Party is Pravin Kumar Murarka

WHEREAS the Second Party is Sanjeev Khirwal

NOW The First & Second Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

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

1. A Limited Liability Partnership shall be carried on in the name and style of **SPAR BUILDCON LLP** and hereinafter called as LLP.
2. The **SPAR BUILDCON LLP** shall have its registered office at the State of Jharkhand and/or at such other place or places, as shall be agreed by the mutual consent of the partners from time to time.



f. murarka

28 JUL 2021

3. The Contribution of the **SPAR BUILDCON LLP** shall be **Rs. 10,00,000/-** (Rupees Ten Lac only) which shall be contributed by the partners in the following proportions.

First Party 1/2 (50%), i.e., Rs. 5,00,000.00/- (Rupees Five Lakh only)

Second Party 1/2 (50%), i.e., Rs. 5,00,000.00/- (Rupees Five Lakh only)

The further Contribution if any required by the M/s **SPAR BUILDCON LLP** shall be brought by the partners in their profit-sharing ratio.

4. The **SPAR BUILDCON LLP** shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

5. The net profits of the **SPAR BUILDCON LLP** arrived at after providing for payment of remuneration, as mutually decided, to the working partners Pravin Kumar Murarka and Sanjeev Khirwal and interest to partners on contribution, subject to restriction on section 40(b) of the income tax act, 1961, shall be divided in the following proportions:

To the said first party	50%
To the said second party	50%

	100%

6. The losses of the **SPAR BUILDCON LLP** including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said first party	50%
To the said second party	50%

	100%

7. The business of the **SPAR BUILDCON LLP** includes to carry on Real Estate business. (The details listed in the schedule-I)

A. Admission of New Partner

1. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **SPAR BUILDCON LLP**.

2. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution of Rs 10,000/-

The Profit-sharing ratio of the incoming partner will be in proportion to his contribution towards **SPAR BUILDCON LLP**.



P. Murarka
P. Murarka

Sanjeev Khirwal

B. Rights of Partner

1. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said SPAR BUILDCON LLP in the proportion of their Contribution.
2. Every partner has a right to have access to and to inspect any copy or books of account of the SPAR BUILDCON LLP.
3. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper, and other partners and the SPAR BUILDCON LLP shall not have any objection thereto provided that the said partner has intimated the said fact to the SPAR BUILDCON LLP before the start of the independent business and moreover he shall not uses the name of the SPAR BUILDCON LLP to carry on the said business.
4. SPAR BUILDCON LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the SPAR BUILDCON LLP.
5. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the SPAR BUILDCON LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the SPAR BUILDCON LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
6. 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 SPAR BUILDCON LLP.

C. Duties of Partners

- 20 JUL 2022
- Every partner shall account to the SPAR BUILDCON LLP for any benefit derived by him without the consent of the SPAR BUILDCON LLP from any transaction concerning the SPAR BUILDCON LLP or from any use by him of the property, name or any business connection of the SPAR BUILDCON LLP.
2. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his misconduct of the business of the limited liability partnership.
 3. Each partner shall render true accounts and full information of all things affecting the SPAR BUILDCON LLP to any partner or his legal representatives.
 4. In case any of the Partners of the SPAR BUILDCON LLP desires to transfer or assign his interest or shares in the SPAR BUILDCON LLP he has to offer the same to the remaining



Sanjeev Kumar

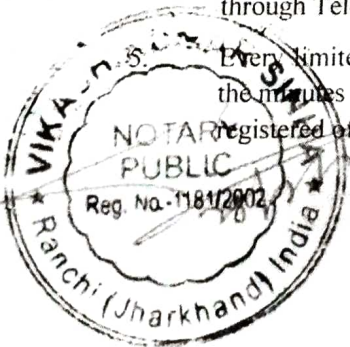
partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.

5. No partner shall without the written consent of the SPAR BUILDCON LLP,--
- I. Employ any money, goods or effects of the SPAR BUILDCON LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the SPAR BUILDCON LLP.
 - II. Lend money or give credit on behalf of the SPAR BUILDCON LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the SPAR BUILDCON LLP by the partner incurring the same.
 - III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the SPAR BUILDCON LLP property or any part thereof may be seized.
 - IV. Assign, mortgage or charge his or her share" in the SPAR BUILDCON LLP or any asset or property thereof or make any other person a partner therein.
 - V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the SPAR BUILDCON LLP except upon the written consent given by the other partner.

D. Meeting

1. All the matters related to the SPAR BUILDCON LLP as mentioned in schedule II to this agreement shall be decided by a resolution passed by the mutual agreement of the partners, and for this purpose, each partner shall have mutually agreed.
2. The meeting of the Partners may be called by sending 15 days prior written notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the SPAR BUILDCON LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if partners mutually agree in writing to the same either before or after the meeting.
3. The meeting of Partners shall ordinarily be held at the registered office of the SPAR BUILDCON LLP or at any other place as per the convenience of partners.
4. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing or videoconferencing.

Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the SPAR BUILDCON LLP.



P. Muralidhar
P. Muralidhar

Sanjeev Acharya

6. Each partner shall--

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the SPAR BUILDCON LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the SPAR BUILDCON LLP business and they all shall be the working partners.

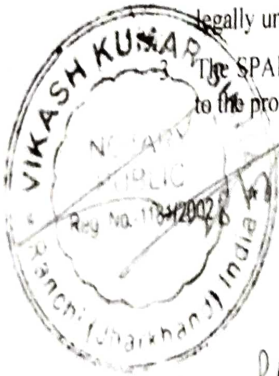
E. Duties of Designated Partner

1. The Designated Partners of the SPAR BUILDCON LLP shall act as the authorized representative in terms of the requirement of the Limited Liability Partnership Act, 2008.
2. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
3. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
4. The SPAR BUILDCON LLP shall pay such remuneration to the Designated Partner as may be decided by mutual consent of the Partners, for rendering his services as such.
5. The SPAR BUILDCON LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the SPAR BUILDCON LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

F. Cessation of existing Partners

1. Partner may cease to be partner of the SPAR BUILDCON LLP by giving a notice in writing of not less than thirty days (30 days) to the other partners of his intention to resign as partner.
2. 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 SPAR BUILDCON LLP with legally unfair manner.

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



P. K. Kaur

P. K. Kaur

Sanjeev Kaur

G. Extent of Liability of SPAR BUILDCON LLP

- I. SPAR BUILDCON LLP is not bound by anything done by a partner in dealing with a person if—
 - I. The partner in fact has no authority to act for the SPAR BUILDCON LLP P in doing a particular act; and
 - II. The person knows that he has no authority or does not know or believe him to be a partner of the SPAR BUILDCON LLP

H. Miscellaneous Provisions

1. SPAR BUILDCON LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
 - (a) in the ordinary and proper conduct of the business of the limited liability partnership; or
 - (b) The books of accounts of the firm shall be kept at the registered office of the SPAR BUILDCON LLP for the reference of all the partners.
2. The accounting year of the SPAR BUILDCON LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this SPAR BUILDCON LLP till 31st March of the subsequent year.
3. It is expressly agreed that the all Bank account of the SPAR BUILDCON LLP shall be operated as per mutual consent of all the parties.
4. All disputes between the partners or between the Partner and the SPAR BUILDCON LLP arising out of this Agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) by a sole arbitrator.

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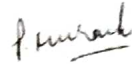
P. Prakash

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

Signed and delivered by the

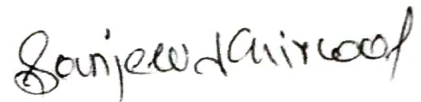
For and on behalf of

SPAR BUILDCON LLP



PRAVIN KUMAR MURARKA

(Designated Partner)



SANJEEV KHIRWAL

(Designated Partner)

Witness:

a) Name: _____

Address: _____

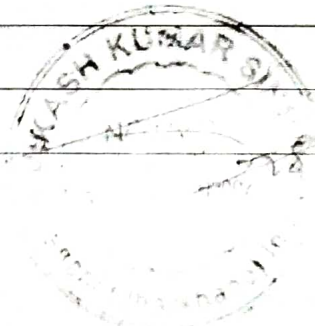
Signature: _____

b) Name: _____

Address: _____

Signature: _____

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(SCHEDULE-I)

ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE GONDVANA LAND
REAL ESTATE PROPERTIES LLP

(A) PRIMARY BUSINESS

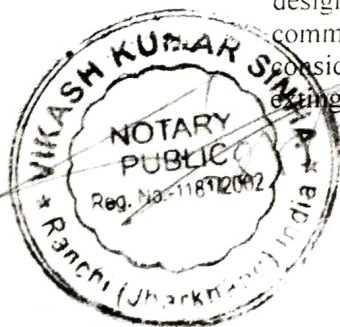
The LLP shall carry on any or all of the activities mentioned below, subject to such activities not expressly been prohibited under the Act:

1. acting as consultants in the field of civil construction;
2. to act as suppliers for material required for construction work;
3. to carry out civil construction of all kinds;
4. to dealing in real estate business;; or
5. any other business in any other manner as may be decided by a majority of the Partners.

(B) THE OTHER BUSINESS ARE:

1. To borrow or raise money or to receive money on deposit for the purposes of the LLP, in such manner and upon such terms as may seem expedient, and to secure the repayment thereof and of moneys owing or obligations incurred by the LLP, and to create, issue and allot redeemable or irredeemable bonds, mortgages or other instruments, mortgage debentures (such bonds or debentures being made payable to bearer or otherwise and issuable or payable either at par, premium, discount, or as fully paid) and for any such purposes to charge all or any part of the property and profits of the Company both present and future including its uncalled capital.
2. To invest, withdraw and reinvest or deal with the fund or other moneys of the LLP which may not be required by it for the time being or which may be usefully employed in such investments whether secured and or unsecured.
3. To acquire, purchase, amalgamate, barter, exchange, join, control, hold, manage, own, participate, undertake or otherwise to take over the running business as a going concern of any partnership firm, proprietorship firm, person, association of persons, body of individuals, corporate bodies, companies or other organizations together with all its assets, liabilities, rights, goodwill, entitlements, licenses, registrations, privileges, trademarks, patents, designs, know how, secrets, obligations, assignments, bookings, contracts, commitments, goods, articles & things and to discharge the takeover consideration either in the form of cash, kind, release, transfer, extinguishments, relinquishment, surrender or by issue of fresh shares of the

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companies and to do all incidental acts and things necessary for attainment of the foregoing objects.

(SCHEDULE-II)

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

- a. Starting of New Business.
- b. Opening of Bank Account.
- c. Appointment of Auditors.
- d. Shifting of Place of business.
- e. Any sale/alienation of an asset of the LLP
- f. Any loan/advances taken by or given by the LLP.

P. Anand

Sanjeev Kumar Singh

28/11/2021

Signature Attested on 28/11/21
Identification of Lawyer



Vikash Kumar Singh
NOTARY PUBLIC

P. Anand