



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 47eebf380af9f885b2f2

Receipt Date : 09-Jan-2023 02:40:33 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : AJAY AGARWAL

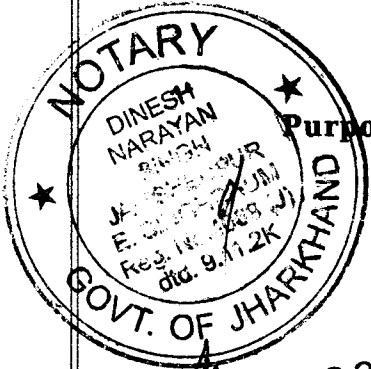
Purpose of stamp duty paid : LLP AGREEMENT

First Party Name : AGARWAL INFRAVISION LLP

Second Party Name : AJAY AGARWAL RISHABH AGARWAL
RAKESH KUMAR AGARWAL

GRN Number : 2315173439

Known to me as
J. P. Mishra
Advocate, Jamsheerpur
13/01/2023



Dinesh Narayan Singh

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

NOTARY
District Court
JAMSHEDPUR

Notary

Rishabh

R.K. Agarwal



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।

The Initial Limited Liability Partnership Agreement
AGARWAL INFRAVISION LLP

This Initial Liability Partnership Agreement of AGARWAL INFRAVISION LLP is made and entered into on this 9th day of January, 2023 at Jamshedpur, amongst AGARWAL INFRAVISION LLP:

AND

1. Ajay Agarwal S/o. Ramesh Chand Agarwal resident of A 2/4 Umesh Enclave, Main Road Adityapur, Near AIADA Bhawan, Adityapur, Saraiekela-Kharsawan, Jharkhand-831013 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 the FIRST PARTY.

AND

2. Rishabh Agarwal S/o. Shankar Agarwal, residing of 41 Sri Kunj, Rajendra Nagar, Shitla Mandir, Sakchi, East Singhbhum, Jamshedpur, Jharkhand- 831001 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 the SECOND PARTY.

AND

3. Rakesh Kumar Agarwal S/o. Jagdish Prasad Agarwal, residing H. No.- 41 Sri Kunj, Rajendra Nagar, Shitla Mandir, Sakchi, East Singhbhum, Jamshedpur, Jharkhand- 831001 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 the THIRD PARTY.

(THE FIRST, SECOND AND THIRD PARTIES SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS/PARTIES)

WHEREAS above parties have decided to form a Limited Liability Partnership ('LLP') and recording their mutual understanding, rights, obligations, management and operation of the LLP and THEREFORE IT IS DECIDED TO REDUCE THE TERMS AND CONDITIONS IN WRITING AND AGREE AS FOLLOWS:

1. Name

- 1.1 The business of the Limited Liability Partnership shall be carried under the name & style of AGARWAL INFRAVISION LLP ('LLP') which has been approved by the Registrar and granted LLP identification number (LLPIN: ABZ-7236) as per the certificate of incorporation dated 3rd January, 2023.

2. Registered Office

- 2.1 The Registered Office address of the LLP is C/o. Ajay Agarwal, Behind Manglam Bhawan, Gamharia, district: seraikela- Kharswan-832108, Jharkhand.

Known to me and sign before

3. Designated Partners

- 3.1 The following persons shall be the initial designated Partners of the LLP, Namely:

Name	Designation	Date of Appointment
Ajay Agarwal	Designated Partner	3 rd January, 2023
Rishabh Agarwal	Designated Partner	3 rd January, 2023
Rakesh Kumar Agarwal	Designated Partner	3 rd January, 2023

4. Main Business Activity

The LLP shall:

- 4.1 carry on the Business of Contractors, Builders, Town planners, Infrastructure developers, warehouses, Estate developers, Engineers, Land developers, Land scrapers, architects, Estate agents and dealers of immovable Property.
- 4.2 Acquire, buy, sell, purchase, hire or otherwise lease lands, buildings, or any immovable property and to erect, demolish, fabricate, construct, pull down, re-build, alter, improve, repair, maintain and administer, manage and control any land and to deal with any Immovable property in India or abroad.

5. Capital Contribution

- 5.1 The initial monetary value of the Contribution of the LLP is Rs. 3,00,000 (Rupees Three Lakh) and the same shall be brought into LLP by the Designated Partners in following manners:

Name	Contribution towards Capital of the LLP	Percentage
Ajay Agarwal	Rs. 90,000/- (Cash)	30 %
Rishabh Agarwal	Rs. 1,20,000/- (cash)	40 %
Rakesh Kumar Agarwal	Rs. 90,000/- (Cash)	30 %

- 5.2 Further contribution shall be brought in by the Designated Partners as the requirement arises.

- 5.3 That such further contributions may be in kind consisting of tangible, intangible, movable or immovable property or other benefits brought in or contribution by way of an agreement or contract for services.

6. Sharing of Profits/Losses

- 6.1 The net profits or losses of the LLP shall be divided/bear by the designated partners in the following proportions:

Name	Sharing of Profit/Loss
Ajay Agarwal	30 %
Rishabh Agarwal	40 %
Rakesh Kumar Agarwal	30 %

7. Rights of the designated partners

- 7.1 All the designated partners have right to participate into day to day business affairs of the LLP.
- 7.2 Each designated partners have the right to access Books of Accounts of the LLP.
- 7.3 All the designated partners hereto shall have the rights, title and interest in all the assets and properties of the LLP.
- 7.4 Designated Partners are entitled to share all the profits/Losses of the Business of the LLP as per their ratio as given clause 6 above.

8. Duties of designated Partners

- 8.1 The designate partners must act in good faith.
- 8.2 Every designated partner shall account to the LLP for any benefit derived by him/her without the consent of the LLP from any transaction or from any use of the property, name or any business connection of the LLP.
- 8.3 Property/ies of the LLP should use only for the business purpose of the LLP. Known to me and sign before

J. P. Singh
Advocate, Jamshe
13/01/23

8.4 The designated partners should fulfil all the conditions and requirements as prescribed under the Limited Liability Partnership Act, 2008 and Rules made thereunder.

9. Restrictive Covenants

9.1 Except as otherwise expressly provided in an Agreement:

- A. Partner, or designated partner, manager and officers, shall not compete with the LLP in the conduct or winding up of the LLP's activities;
- B. Neither the LLP nor any partner of the LLP shall have any right in or to any such business activities or ventures or to receive or share in any income or proceeds derived there from;

10. Acts, matters or things, if any, which can be done only with the consent of all the partners (Mutual Rights)

- 10.1 Change of nature of business;
- 10.2 Admission of new designated partner;
- 10.3 Opening of bank account in the name of LLP and any changes therein;
- 10.4 Expulsion of designated partner
- 10.5 Sharing of profits/Loss of the LLP
- 10.6 To lend or Borrow Money

11. Meeting

- 11.1 The designated partners shall hold meeting, in any place that may be mutually convenient.
- 11.2 At least seven clear business Days' notice of each meeting of the designated partners shall be given to each designated partner.
- 11.3 The quorum for a meeting of the designated partners of the LLP shall be at least two designated partners.
- 11.4 All the matters related to 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.

12. Indemnity

- 12.1 Neither designated partner shall indemnify the other designated partner or LLP or its officers, employees and its successors, heirs and assigns for any loss, claim, damage, liability or action except to the extent, resulting from its respective gross negligence or willful wrong doing. This does not limit either designated partner's other remedies available under any of other laws.

13. Admission of Designated partner

- 13.1 A new designated partner may be introduced with the consent of all the designated partners on such terms and conditions as agree unanimously with the person be introduced as a designated partner, in the LLP.

14. Retirement of designated Partner

- 14.1 A designated partner may retire with the consent of all the other designated partner(s).
- 14.2 On retirement, the designated partner shall be entitled to full payment in respect of all his/her rights, title, and interest in the LLP.

15. Resignation/Cessation of designated Partner

- 15.1 A designated Partner may resign from his office by giving a notice in writing not less than thirty days to the LLP.

16. Expulsion of a Designated partner

- 16.1 if a designated partner is unable to perform his or her duties as a designated Partner by reason of illness, injury or any other cause for a period of 12 months.
- 16.2 commits a grave breach or persistent breaches of this Agreement.

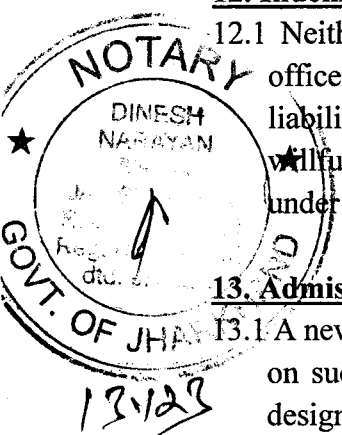
Known to me and sign before me

J. J. Mishra
Advocate, Jamshedpur.
13/01/2023

R.K. Mishra

Lishab

Notary



17. Resolution of Dispute between the partners and between the partners and LLP

17.1 All the matters not expressly provided in this initial LLP agreement shall be decided by the consent of all the Designated Partners in writing failing that all disputes and questions about and in connection with the LLP arising among the Designated Partners or among anyone of them and the legal representative of the Designated Partners or with the LLP at any time and from time to time shall be settled by conciliation or by arbitration as provided under the Arbitration and conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

18. Duration of LLP

18.1 The LLP is body corporate & a separate legal entity distinct from its designated partners & shall have a perpetual succession.

19. Winding Up

19.1 The LLP can be wound up with the consent of all the Designated Partners subject to the provisions of LLP Act 2008 and Rules made thereunder.

20. Information related to

20.1 Other address for service of documents [Rule 16(2)]

The registered office address is the place for service of documents and/or at such other place or places, as shall be agreed to, by the Designated Partners from time to time.

20.2 Change of Registered Office [Rule 17(1)]

The business of LLP shall be carried on at the registered office and/or at such other place or places, as shall be agreed to, by the Designated Partners from time to time.

20.3 Change of Name [Rule 20(1)]

The name 'AGARWAL INFRAVISION LLP' may be altered or changed subject to necessary compliances and approvals under the Act and by unanimous consent of the Designated Partners.

20.4 Removal of Auditor [Rule 24(18)]

The Designated partners of the LLP may remove an auditor from office at any time with the consent of all the designated partners of the LLP.

21. Audit & Accounts

The LLP shall maintain regular books of accounts pursuant to the provisions of the LLP Act, 2008 and Rules made there under and shall be kept at Registered office of the LLP.

21.2 The Designated Partners of the LLP shall, prepare the statements of Accounts and solvency, sign and file with the concerned authority/ies.

21.3 The statements of Accounts and solvency of the LLP shall be audited in accordance with the LLP Act and Rules made thereunder.

22. Borrowings

22.1 To borrow, raise or secure the payment of money receive from any Banks, Financial Institutions, NBFC's, Body Corporates, Companies or any other persons for the purpose of Business of the LLP on such terms and conditions as the designated partners may think fit, and to secure the repayment of money borrowed, raised or owed by providing guarantee or by creation of charge, mortgage, lien upon all or any of the property or assets of the LLP.

23. Bank Account

23.1 The bankers of the LLP shall be such Bank/s as the Designated Partners may agree upon from time to time.

Known to me and sign before me

J. S. Mishra

Advocate, Jamshedpur

18/01/2023

R. K. Arora

Lichab

18/01

