



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 389fe104bf15bbc1a1cb

Receipt Date : 19-Sep-2022 02:15:58 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

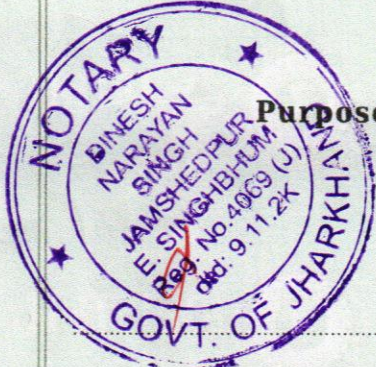
Stamp Duty Paid By : ADLN SUPERSTRUCTURE LLP

Purpose of stamp duty paid : Limited Liability Partnership Agreement

First Party Name : ADLN SUPERSTRUCTURE LLP

Second Party Name : NIL

GRN Number : 2213561973



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

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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।

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Initial Limited Liability Partnership Agreement
ADLN SUPERSTRUCTURE LLP

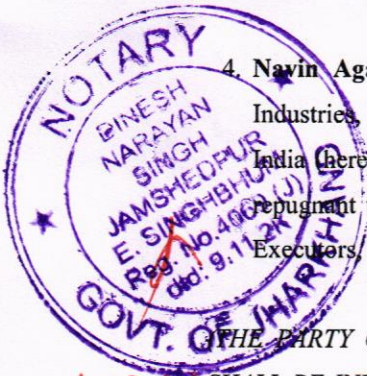
This Initial Limited Liability Partnership agreement of ADLN SUPERSTRUCTURE LLP is made and entered into on this 19th Day of September 2022 at Jamshedpur among:

1. **Ashok Kumar Goyal** (PAN: ACAPG5382R), S/o. Late Bhagwan Sahay Goyal resident of Plot No-5, IVY lane, Ashiyana Garden, Sonari, Jamshedpur-831011, Jharkhand, India hereinafter referred to as '**Designated Partner**' which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees Executors, legal representatives and permitted assignee – party of the FIRST PART.
2. **Dilip Kumar Goyal** (PAN: AFRPG1000L), S/o. Late Hansraj Goyal resident of 2, Circuit House Area (East), Bistupur, Jamshedpur – 831001, Jharkhand, India hereinafter referred to as '**Designated Partner**' which expression shall, unless it be repugnant to the Subject or context thereof, include his legal heirs, successors, nominees Executors, legal representatives and permitted assignee – party of the SECOND PART.
3. **Lalit Mohan Agarwal** (PAN: ABOPA9654K) S/o. Late Purushottam Agarwal resident of House No. 22, Ladhuram Kedia Niwas, Marwari Para Road, Jugsalai-831006, Jharkhand, India hereinafter referred to as '**Designated Partner**' which expression shall, unless it be repugnant to the Subject or context thereof, include his legal heirs, successors, nominees Executors, legal representatives and permitted assignee – party of the THIRD PART.
4. **Navin Agarwal** (PAN: AAWPA5309A) S/o Ratan Lal Agarwal resident of C/o. J R Industries, M E School Road, Near Shiv Mandir, Jugsalai, Jamshedpur-831006, Jharkhand, India hereinafter referred to as '**Designated Partner**' which expression shall, unless it be repugnant to the Subject or context thereof, include his legal heirs, successors, nominees Executors, legal representatives and permitted assignee – party of the FOURTH PART,

THE PARTY OF THE FIRST PART, SECOND PART, THIRD PART AND FOURTH PART SHALL BE INDIVIDULLY REFERRED TO AS PARTY AND COLLECTIVELY REFERRED TO AS PARTIES)

WHEREAS The parties hereto have decided to form a Limited Liability Partnership ('LLP') and to become Designated Partners of the LLP pursuant to provisions of the Limited Liability Partnership Act, 2008 ('LLP Act') and thus they are desirous of recording their mutual understanding, rights, obligations, management and operation of the LLP.

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(Handwritten signature)
Advocate, Jamshedpur
20/9/22

THEREFORE, IT IS DECIDED TO REDUCE THE TERMS AND CONDITIONS IN WRITING AND AGREE AS FOLLOWS:

1. NAME

- 1.1 The name of the LLP shall be 'ADLN SUPERSTRUCTURE LLP' and the business shall be carried on the name and style of 'ADLN SUPERSTRUCTURE LLP'.
- 1.2 The LLP was incorporated on 12th Day of September 2022 bearing LLP Identification Number ABC-3753.
- 1.3 The name ADLN SUPERSTRUCTURE LLP may be altered or changed subject to necessary compliances and approvals under the LLP Act and with the unanimous consent of all the Designated Partners.

2. REGISTERED OFFICE

- 2.1 The registered office of the ADLN SUPERSTRUCTURE LLP will be situated at Shop No. 6, 1st Floor, Basant Central, Mills and Godown Area, Sakchi-831001, Jharkhand.
- 2.2 The business of the ADLN SUPERSTRUCTURE LLP shall be carried on at the registered office and/or at such other place or places, as shall be agreed by all the Designated Partners from time to time.

3. TERM OF LLP

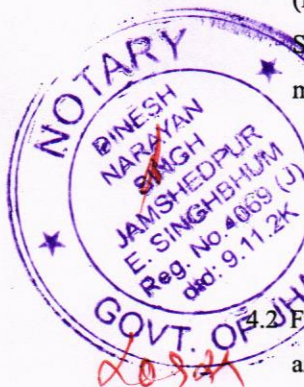
- 3.1 The ADLN SUPERSTRUCTURE LLP was incorporated on 12th Day of September 2022 bearing LLP Identification Number ABC-3753.
- 3.2 The ADLN SUPERSTRUCTURE LLP is body corporate and a separate legal entity distinct from Its Designated Partners and shall have a perpetual succession.
- 3.3 The ADLN SUPERSTRUCTURE LLP shall be continued until the designated partners agree to dissolved.

4. CAPITAL CONTRIBUTION

- 4.1 The initial capital of the ADLN SUPERSTRUCTURE LLP shall be **Rs. 20,00,000/-** (Rupees Twenty Lacs only) and the same shall be brought into ADLN SUPERSTRUCTURE LLP in the form of cash by the Designated Partners in following manners:

Ashok Kumar Goyal	Rs. 5,00,000/- (Rupees Five Lacs only)
Dilip Kumar Goyal	Rs. 5,00,000/- (Rupees Five Lacs only)
Lalit Mohan Agarwal	Rs. 5,00,000/- (Rupees Five Lacs only)
Navin Agarwal	Rs. 5,00,000/- (Rupees Five Lacs only)

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



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4.3 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.

4.4 The funds required for the purpose of the LLP business shall be contributed or arranged by the Designated Partners in such a manner as may be mutually agreed upon.

5. MAIN BUSINESS ACTIVITY

5.1 That ADLN SUPERSTRUCTURE LLP shall:

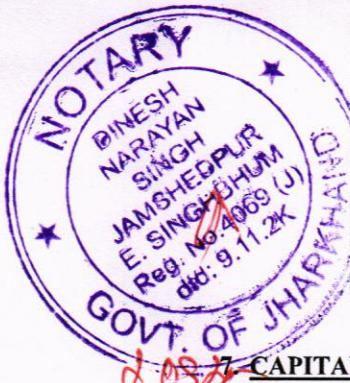
- carry on business of Contractors, Builders, Town planners, Infrastructure developers, Estate developers, Engineers, Land developers, Land scrapers, architects, Estate agents and dealers of immovable Property.
- To acquire, buy, sell, purchase, hire or otherwise lease lands, buildings, or any immovable 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.

5.2 The nature of business of the ADLN SUPERSTRUCTURE LLP may be changed or any new activity may be commenced, or existing business activity may be modified, suspended or diversified by the unanimous consent of all the Designated Partners.

6. SHARING OF PROFITS/LOSSES:

6.1 That the net profits and/or loss of the ADLN SUPERSTRUCTURE LLP shall be divided/bear by the designated partners in the following proportions:

Name	Sharing of Profit/Loss
Ashok Kumar Goyal	25%
Dilip Kumar Goyal	25%
Lalit Mohan Agarwal	25%
Navin Agarwal	25%



7. CAPITAL/CURRENT ACCOUNT

7.1 A separate capital and current account shall be maintained for each Designated Partner.

7.2 No Designated Partner shall without the consent in writing of all the Designated Partners transfer, assign or mortgage his share of the profile and losses of the ADLN SUPERSTRUCTURE LLP and to receive distributions under this LLP agreement in any way in whole or in part.

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Shown to me and sign before me

8. ASSETS & LIABILITIES

- 8.1 All the assets owned by or belonging to the ADLN SUPERSTRUCTURE LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind, shall be the property of ADLN SUPERSTRUCTURE LLP and no Designated Partners shall be entitling to use for himself/herself, any such property otherwise than as a client or customer in the ordinary course of business.
- 8.2 All Designated Partners hereto shall ensure that the immovable property/ies purchased by the ADLN SUPERSTRUCTURE LLP shall be clear, marketable and free from all encumbrances.

9. BANK ACCOUNT

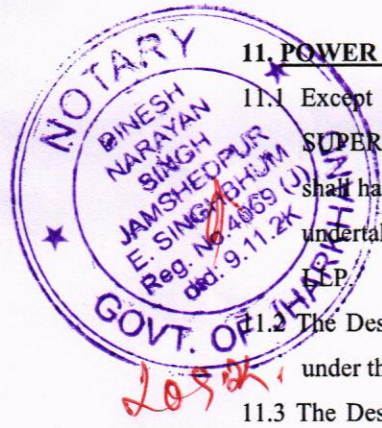
The bankers of the ADLN SUPERSTRUCTURE LLP shall be such Bank/s as the Designated Partners may agree upon from time to time.

10. MANAGEMENT

It is agreed that in consideration of the Designated Partners devoting their time and energy to the business activities of the ADLN SUPERSTRUCTURE LLP they shall be entitled to salary/remuneration as per mutual agreement between the Designated Partners from time to time.

11. POWER OF DESIGNATED PARTNER

- 11.1 Except as otherwise expressly provided herein, day-to-day operation of the ADLN SUPERSTRUCTURE LLP shall be vested exclusively in the Designated Partners, who shall have the power to perform all acts and enter into and perform all contracts and other undertakings that may be deemed necessary or advisable or incidental thereto for the LLP.
- 11.2 The Designated Partners should fulfil all the conditions and requirements as prescribed under the LLP Act and rules made thereunder.
- 11.3 The Designated Partners shall be delegated adequate power and authority to undertake, conduct and carry out the day-to-day management, business and affairs of the ADLN SUPERSTRUCTURE LLP.
- 11.4 Designated Partners upon specific request from ADLN SUPERSTRUCTURE LLP, in addition to their capital contribution may extend unsecured loans or advances to ADLN SUPERSTRUCTURE LLP. Such unsecured Loan or advances from Designated Partners shall carry an interest at the prevailing market rate.
- 11.5 ADLN SUPERSTRUCTURE LLP may grant loans to its designated partners. The giving of such loans and interest chargeable on the loans will be determined unanimously by all the partners.



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 ADVOCATE, JAMSHEDPUR

- 11.6 The Designated Partners by mutual consent may increase, reduce, waive or alter the rate of interest; however, the same shall be within the limited prescribed under section 40(b) of the income-tax Act, 1961
- 11.7 A designated partner may lend money to and transact other business with the ADLN SUPERSTRUCTURE LLP and in the that behalf the Designated Partner shall have the same right and obligations with respect to the loans or other business transactions as a person who is not a designated partner.

12. MATTERS REQUIRING CONSENT OF ALL DESIGNATED PARTNER:

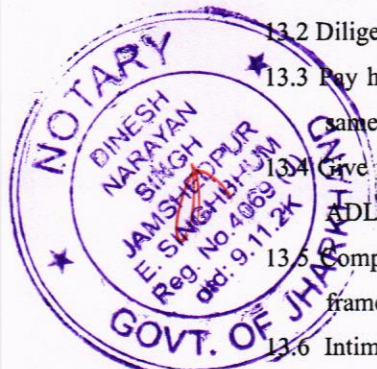
All the decisions relating to the ADLN SUPERSTRUCTURE LLP shall be taken collectively by all the Designated Partners including the following:

- 12.1 Changing the nature of business;
- 12.2 Admission of new designated partner;
- 12.3 Opening of new bank account in the name of ADLN SUPERSTRUCTURE LLP;
- 12.4 Amendment to any of the Clauses of the LLP agreement;
- 12.5 Borrowing money/taking and kind of loan from banks or other financial institutions;
- 12.6 Investing the surplus funds of the company in a lawful manner;
- 12.7 Amalgamation with any other body corporate/legal entity subject to the provisions of applicable laws;
- 12.8 Taking over any other body corporate/legal entity subject to the provisions of applicable laws;
- 12.9 Expulsion of designated partner (Unanimous consent of all designated partner except sought to be expelled);

13. OBLIGATION OF DESIGNATED PARTNER

Each designated partner shall;

- 13.1 Be just and faithful to the other designated partner in the transactions relating to ADLN SUPERSTRUCTURE LLP business;
- 13.2 Diligently attend to the business of the ADLN SUPERSTRUCTURE LLP;
- 13.3 Pay his/her separate debts and indemnify the other designated partner and assets of the same and all other proceedings, costs, claims or demands in respect thereof;
- 13.4 Give full information and truthful explanations of all matters relating to the affairs of the ADLN SUPERSTRUCTURE LLP to all the Designated Partners at times;
- 13.5 Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;
- 13.6 Intimate all other Designated Partners before engaging himself/herself in any other business directly or indirectly.



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14. LIABILITY OF DESIGNATED PARTNER

14.1 The liability of the Designated Partner shall be limited as provided in the Act and as set forth in this LLP Agreement. Designated Partners shall not be obliged to restore by way of capital contribution or otherwise make any deficits in its capital account or the capital account of any other partner (if such deficit occurs).

14.2 The Designated Partner shall be liable to all penalties imposed on the LLP for any contravention of the provisions of LLP Act, 2008 and rules made thereunder.

15. CHANGE IN DESIGNATED PARTNERS

15.1 Admission of New designated partner: A new designated partner may be introduced with the consent of all the Designated Partners on such terms and conditions as all the designated partners agree unanimously with the person be introduced as a designated partner, in the ADLN SUPERSTRUCTURE LLP.

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

15.3 Resignation/Cessation of designated Partner: A designated Partner may resign from his office by giving a notice in writing not less than thirty days to the LLP.

15.4 Death of designated partner: On the death of any designated partner, ADLN SUPERSTRUCTURE LLP shall not be dissolved. share in capital contribution and profit and losses in the ADLN SUPERSTRUCTURE LLP of the deceased designated partner shall be transferred/attached to legal heir of the deceased designated partner shall take the place of deceased designated partner in the ADLN SUPERSTRUCTURE LLP. If the legal heir does not want to join ADLN SUPERSTRUCTURE LLP as a designated partner, he may opt to withdraw on terms & conditions.

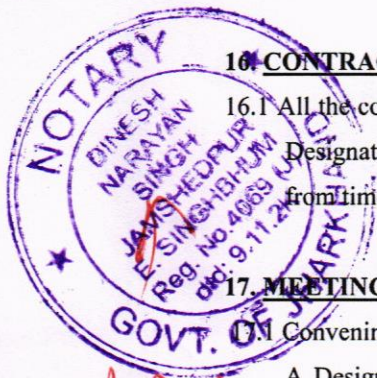
16. CONTRACTING ON BEHALF OF THE ADLN SUPERSTRUCTURE LLP

16.1 All the contract of the ADLN SUPERSTRUCTURE LLP shall be carried out only by the Designated Partners in the manner as mutually agreed upon among them at any time and from time to time.

17. MEETING

17.1 Convening meetings

A Designated partner shall, call a meeting of the Designated partners. The Designated Partners shall hold meeting at the registered office of the ADLN SUPERSTRUCTURE LLP or any other place that may be mutually convenient at least once in every three months. Meeting may be held by videoconference or by telephonic conference, subject to applicable laws.



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17.2 Notice of Designated partners' meetings

Wherever practicable, at least seven clear business Days' notice of each meeting of the Designated Partners shall be given to each Designated partner, (except where such conditions are waived off unanimously by all members in writing in the meeting), entitled to attend the meeting. Any document to be reviewed or discussed at such meeting shall be provided to all Designated Partners at least three (3) days prior to the meeting breach of this clause shall not affect the validity of any meeting of the Designated Partners which has otherwise been validly convened.

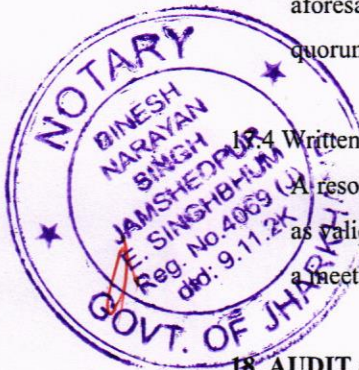
17.3 Quorum at Designated partners' meetings

The quorum for a meeting of the Board of Designated Partners of the ADLN SUPERSTRUCTURE LLP shall be at least two designated partners.

If within an-hour from the time appointed for a meeting a quorum as aforesaid is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other later day and at such other time and place as the Designated Partners may determine. If at such adjourned meeting also, a quorum is not present the meeting shall stand adjourned for further an-hour and if the quorum as aforesaid is still not present, and then the designated partner present shall constitute a quorum.

17.4 Written Consent in lieu of meeting

A resolution in writing signed by all the Designated Partners through circulation shall be as valid and affective for all purposes as a resolution passed by the Designated Partners at a meeting duly convened, held and constitute.



18. AUDIT & ACCOUNTS

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18.1 The ADLN SUPERSTRUCTURE LLP shall maintain regular books of accounts pursuant to the provisions of the LLP Act, 2008 and rules made there under and the books of accounts shall give true and fair view of the state of affairs of the ADLN SUPERSTRUCTURE LLP and shall be kept at it registered office or such other place as may be decided by Designated Partners from time to time.

18.2 The Designated Partners of the ADLN SUPERSTRUCTURE LLP shall, within a period of six months from the end of each financial year or such other time as may be permitted under the law, prepare the Annual statements of Accounts and solvency for the financial year as at its last day of all capital contributions assets and liabilities and, of the profits and losses of the ADLN SUPERSTRUCTURE LLP and the same shall be approved and signed by Designated Partners the ADLN SUPERSTRUCTURE LLP as required under section 32(2) of the Act.

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Advocate, Jamsheerapur
Advocate, Jamsheerapur

18.3 The Statements of Accounts and Solvency of the ADLN SUPERSTRUCTURE LLP made each year shall be audited by a qualified Chartered Accounts in practice in accordance with the rule prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Form, 2009. It shall be the responsibility of the Designated Partners of the ADLN SUPERSTRUCTURE LLP to comply, with Rule 24 of the said rules in every respect.

18.4 As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Designated Partners and the duly audited and the auditor submitting his report thereon, the net profits, if any, of the LLP business, shall be divided among the partners in the proportion specified in and in accordance with the provisions of this Agreement.

18.5 LLP shall prepare and file with the registrar, a statement of account and solvency, within a period of six months from the end of each financial year and an Annual Return with the registrar within sixty days of closure of its financial year.

18.6 The Designated partner shall be responsible for filing all returns, statement, documents etc. as required by Limited Liability all partnership Act, 2008 and Limited Liability partnership rules, 2009.

19. RESTRICTIVE COVENANTS

Except as otherwise expressly provided in an LLP Agreement:

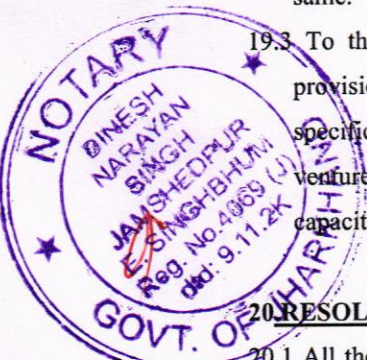
19.1 The designated partner can enter into different assignments in their personal capacity as mutually agreed between them.

19.2 That the profit/loss/gain or liability arising from any such assignment shall be borne by that designated partner in his individual capacity. The LLP shall in no way be bound by such assignments and shall not be held liable for any such gain or loss arising from the same.

19.3 To the extent required by applicable law in order to effectuate the purpose of this provision, the ADLN SUPERSTRUCTURE LLP shall have no interest or expectancy, and specifically renounces any interest or expectancy, in any such business activities or ventures, which have been entered into by the Designated Partners in their individual capacity.

20. RESOLUTION OF DISPUTE

20.1 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 then 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.



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Advocate, Jamshepur

21. ALTERATION OR AMENDMENT

21.1 No alteration to or amendment or change in this LLP Agreement including any change of business of the ADLN SUPERSTRUCTURE LLP in terms of Para 8 of the first schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this agreement duly accepted by every designated partners of the ADLN SUPERSTRUCTURE LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

22. 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.

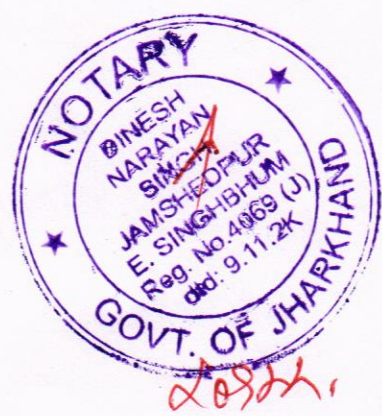
23. WINDING UP

The ADLN SUPERSTRUCTURE LLP can be winding up with the consent of all the Designated Partners subject to the provisions of LLP Act 2008 and rules made thereunder.

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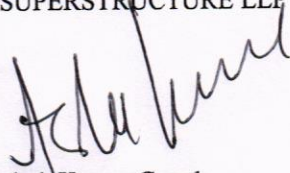
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KNOWN TO ME AND SIGN BEFORE ME
Advocate, Jamshedpur

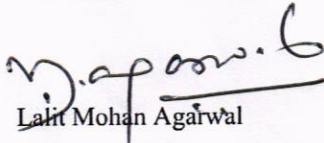


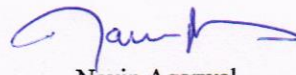
IN WITNESS WHEREOF the Designated Partners have put their respective hands on the day and year first hereinabove written.

Signed, Sealed and delivered
ADLN SUPERSTRUCTURE LLP



Ashok Kumar Goyal
(Designated Partner)

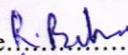

Dilip Kumar Goyal
(Designated Partner)

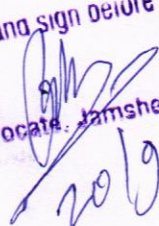

Lalit Mohan Agarwal
(Designated Partner)


Navin Agarwal
(Designated Partner)


Witness:

1. Signature 
Name... Himanchu
Address... Sonari, Jamshedpur

2. Signature 
Name... Recha
Address... Adityapur

Known to me and sign before me
Advocate, Jamshedpur

20/9/22

attested the Signature of
Executants which Identity by
Sri ... Advc
Jamshedpur


Dinesh Narayan Singh
NOTARY
JAMSHEDPUR

