सत्यमेव जयते

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₹4,000

e-Stamp

Certificate No.	:	IN-DL32757010583419V
Certificate Issued Date	:	10-Jul-2023 02:44 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF35079009047980V
Purchased by	:	AKSHAY BAISLA
Description of Document	:	Article 5 General Agreement
Property Description	:	LLP AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KAPTAN SINGH
Second Party	:	JETAISH KUMAR GUPTA
Stamp Duty Paid By	:	JETAISH KUMAR GUPTA
Stamp Duty Amount(Rs.)	:	4,000 (Four Thousand only)

THE SEAL OF NOTARY PUBLIC
SATEESH KUMAR TIWARI
Regd. No 061/06
DELHI

₹4,000

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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₹4,000₹4,000₹4,000₹4,000 JETAISH KUMAR GUPTA JETAISH KUMAR GUPTA JETAISH KUMAR GUPTA

SUPPLEMENTAL LIMITED LIABILITY PARTNERSHIP (LLP) AGREEMENT

THIS Supplemental Agreement of Limited Liability Partnership is made at New Delhi on 10th day of July, 2023 and forms an integral part of LLP Agreement dated 23rd March, 2021.

BETWEEN

1. Mr. Jetaish Kumar Gupta, S/o Sh. Narender Kumar Gupta, residing at House No. 247, Sector 28, Faridabad, Haryana 121 008, India 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. Mr. Kaptan Singh, S/o Sh. Sohan Lal, residing at House No. 64, Near IMT College, Village Budhiana, Sector 86, Badoli (116), Faridabad, Haryana – 121 004 Faridabad, Haryana – 121 002, India 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, and

The Parties at the First and Second Part shall collectively be referred as "PARTIES"

WHEREAS the PARTIES are carrying on the business owners, builders, colonizers, developers, promoters, proprietors and contractors, maintainers of residential, commercial and industrial buildings, flats, shops, plots, complexes, factory's buildings, industrial units, workshop's building, cinema's houses and deal in all kinds of immovable properties and other related activities under the LLP namely "Adore Propmart LLP" (Registration No. AAW-3361) (hereinafter referred as LLP) at H. No. A-43, F/F, Front Side Shera Mohalla, Garhi, Near East of Kailash, New Delhi - 110065 in terms of Limited Liability Partnership Agreement dated 20th May, 2023.

WHEREAS it is now proposed to execute this Supplemental Agreement for increase in Capital Contribution by the Partners recording the terms and conditions of such increase. Now therefore it is agreed between the parties hereto as follows:

1. The Clause 8 of the LLP Agreement dated 23rd March, 2021 shall be read as under:

   The capital of the Firm shall be Rs. 10,00,00,000/- (Rupees Ten Crores Only) to be contributed by the Parties in the below mentioned proportion and such amount can be increased as the partners may decide from time to time by mutual consent
   a. Mr. Jetaish Kumar Gupta: Rs. 5,00,00,000/- (Rupees Five Crores Only)
   b. Mr. Kaptan Singh: Rs. 5,00,00,000/- (Rupees Five Crores Only)

2. Except as modified by this agreement, the LLP Agreement dated 23rd March, 2021 shall hereafter be read and construed as if the same had been executed by the Parties hereto.

THE SEAL OF NOTARY PUBLIC SATEESH KUMAR TIWARI Advt. Regd. No. G.N.C.T. of Delhi Regd. No. 00/1/06

In witness whereof, the parties hereto have set and subscribed their hands, the day and year first hereinabove written.

PARTNERS

Mr. Jetaish Kumar Gupta
Designated Partner
DIN: 02705439
R/o House No. 247, Sector 28,
Faridabad, Haryana – 121 008

Name: Sunny Thomas
Address: HNO. 145 J.C NIT FBD
Occupation: SERVICE

Mr. Kaptan Singh
Designated Partner
DIN: 07013887
R/o House No. 64, Near IMT College,
Village Budhaina, Sector 86, Badoli (116),
Faridabad, Haryana – 121 004

Name: JASHBIR SINGH
Address: JEEVAN NAGAR, BALLABGARH, FBD
Occupation: SERVICE

THE SEAL OF NOTARY PUBLIC
DELHI

ATTESTED
Notary Public, Delhi (India)
10 JUL 2023

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Certificate No.	:	IN-DL62067539423960T
Certificate Issued Date	:	19-Mar-2021 01:27 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF25674100470030T
Purchased by	:	ADORE REALTECH
Description of Document	:	Article 5 General Agreement
Property Description	:	NOT APPLICABLE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ADORE PROPMART LLP
Second Party	:	NOT APPLICABLE
Stamp Duty Paid By	:	ADORE PROPMART LLP
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

NOTARY S. P. VERMA Delhi R.No.-1938/01 GOVT. OF INDIA

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Certificate No.	:	IN-DL62087792894471T
Certificate Issued Date	:	19-Mar-2021 01:45 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF25712833622688T
Purchased by	:	ADORE BUILTECH LLP JASHBIR
Description of Document	:	Article 5 General Agreement
Property Description	:	NOT APPLICABLE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ADORE PROPMART LLP
Second Party	:	NOT APPLICABLE
Stamp Duty Paid By	:	ADORE PROPMART LLP
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

NOTARY S. P. VERMA Delhi R.No.-1938/01 GOVT. OF INDIA

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19-3-21

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3. In case of any discrepancy please inform the Competent Authority.

LIMITED LIABILITY LLP AGREEMENT

THIS Agreement of Limited Liability Partnership is made at New Delhi on 23rd Day of March, 2021

BETWEEN

1. Mr. Jetaish Kumar Gupta, S/o Sh. Narender Kumar Gupta, residing at House No. 247, Sector 28, Faridabad, Haryana 121 008, India 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. Mr. Kaptan Singh, S/o Sh. Sohan Lal, residing at House No. 64, Near IMT College, Village Budhiana, Sector 86, Badoli (116), Faridabad, Haryana – 121 004 Faridabad, Haryana – 121 002, India 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, and

In this Agreement unless the context otherwise provides:-

"Accounting Year" means the financial year from 1st April to 31st March.

"Act" means the Limited Liability LLP Act, 2008 including any amendments or modifications thereto.

"Business" includes **to carry on the business as owners, builders, colonizers, developers, promoters, proprietors and contractors, maintainers of residential, commercial and industrial buildings, flats, shops, plots, complexes, factory's buildings, workshop's building, cinema's houses and deal in all kinds of immovable properties.**

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designated Partner" means any partner designated as such.

"LLP" means the limited liability LLP formed pursuant to this LLP Agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

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"Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Name**

   The name and style of the LLP firm shall be **ADORE PROPMART LLP**.

2. **Commencement**

   The LLP hereby shall commence on the date of registration of LLP and it and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until terminated by consent of all Partners for the time being in the LLP.

3. **Objects**

   The Business of LLP will be **owners, builders, colonizers, developers, promoters, proprietors and contractors, maintainers of residential, commercial and industrial buildings, flats, shops, plots, complexes, factory's buildings, workshop's building, cinema's houses and deal in all kinds of immovable properties** as mutually agreed by all the partners

4. **Registered Office**

   The LLP business shall be carried on at **H. No. A-43, F/F, Front Side Shera Mohalla, Garhi, Near East of Kailash, New Delhi - 110065** or at such other place/places as the partners may decide from time to time by mutual consent subject to the compliances of LLP Act 2008.

5. **Designated Partners**

   Mr. Jetaish Kumar Gupta and **Mr. Kaptan Singh** shall act as the Designated Partners of the LLP

6. **Duration**

   The duration of the LLP shall be "AT WILL". In case any partner desires to retire from the LLP, he may do so by giving 30 days' notice in writing to all the other partners. It is however expressly agreed that the retiring partner shall be liable and responsible in all respects including Profit/Loss or completing the outstanding contracts and commitments during this notice period.

7. **Share of Profit / Loss**

   The net profits and/or losses of the LLP business after taking into account all business and incidental expenses of the LLP firm, shall be shared, divided and borne by the parties in a ratio of 50:50 at present which can be modified in future with mutual consent of the parties.

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8. **Capital of the Firm**

The initial capital of the firm shall be Rs.1,00,000/-, to be contributed by all the partners in the below mentioned proportion profit sharing ratio and such amount can be increased as the partners may decide from time to time by mutual consent.

Jetaish Kumar Gupta: Rs.50,000/- (Fifty Thousand only)
Kaptan Singh: Rs. 50,000/- (Fifty Thousand only)

9. **Interest on Capital**

As may be decided mutually from time to time by the partners, the interest on capital brought/ withdrawn by the partners shall be calculated at the rate not exceeding 12% per annum and credited/debited to the capital account of each such partner and this provision can be changed by the partners in the general meeting with the consent of all the partners.

10. **Borrowings**

The LLP firm may by mutual consent borrow from time to time from persons, firms, companies or banks etc., such monies as may be required for the purpose of the profession, as deposits or loans at an agreed rate of interest and any document and/or writing required to be signed/executed for such purpose shall be signed by all/one of the partners.

11. **Bank Account**

The Bank account or Bank accounts of the LLP firm shall be opened with such Bank or Banks at the places as the partners may from time to time agree upon and the same shall be operated by each partner or partners as may be mutually decided by the partners hereto from time to time.

12. **Other Profession**

The partners hereto have mutually agreed that each of them shall be entitled to carry on his separate profession of similar nature but shall not use the name of the Firm and its Goodwill.

13. **Accounting Year**

The accounting year of the LLP firm shall be from 1st April to 31st March every year.

14. **Accounts**

All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or

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related papers of the LLP or folio thereof during the working hours on each working day of the week.

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

16. Audit –

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

17. Admission of Partner

(a) The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.

(b). The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring a minimum contribution of Rs 100000 (Rs. One lakhs) at the time of admission

18. Death , Retirement or Insolvency of Partner

If any Partner shall die or have voluntarily retired, a statement of account shall be taken and made out of his share of the capital and effects of the LLP and of all unpaid interest and profits due to him up to the time of his demise or retirement and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the date of death or retirement, as the case may be, and balances struck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which his death or retirement occurs until the end of the calendar month in which the event takes place. The legal heir or representative of the deceased partner shall not be entitled to interfere in the affairs of the firm but shall be entitled to inspect the accounts of the firm.

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Delhi
R.No. 1938/01

19. Expulsion of Partner –

A Partner may be expelled by a two third decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on that Partner or designated Partner giving 7 days time for his response; and in that event the Partner expelled shall not be entitled to the benefits of a retiring Partner in accordance with the provisions of this Agreement in that behalf.

20. Rights of the Partners

a) All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.

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

c) 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 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 moreover he shall not use the name and clients of the LLP in any way to carry on the said business.

d) If any partner shall advance any sum of money to LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the partner advancing the same and shall carry an interest as decided by the partners unanimously.

e) LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.

f) 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 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 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.

g) 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.

21. Duties

Each partner shall:-

a) Not utilize the assets of the firm for his personal benefits
b) Pay his separate and private debts if any, punctually & indemnify and keep indemnified the other partners or LLP firm and also the assets of the LLP firm against the all proceedings, claims, demands and expenses thereof.

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c) Forthwith pay to the firm all moneys, cheques and negotiable instruments etc., received by him on account of the firm.
d) Be just and faithful to the other partners and give full information in all matters relating to the affairs of the LLP to the other partners.
e) Devote time in office of the LLP, at least 3 days in a week.

22. Restrictions

None of the partners without the consent of all the other partners shall:-

a) Lend any of the monies or deliver upon credit any asset of the LLP firm to any person
b) Give any security or promise for the payment of moneys on account of the LLP firm other than in the ordinary course of profession.
c) Enter into any bond or become bail or security for any person or knowingly cause or suffer to be done anything whereby the LLP property will be endangered.
d) Mortgage or charge his share in the assets or profits of the LLP firm
e) Draw, accept or endorse any bill of exchange or promissory note or hundi on account of the firm.
f) Not the sell its share to the outsiders, without first offer to its current Designated partners

23. Operation

All agreements/writings for sale/lease/rent/Leave & License of flats/shops, offices, garages, and / or any premises belonging to the firm shall be signed and executed by all / any one of the partners as may be mutually decided by all the partners.

24. Meetings

a) The meeting of designated partners may be called by giving 30 days notice. In case if any urgent meeting is called the notice requirement is to be rectified by all the Partners.

b) The matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.

c) The meeting of the Partners may be called by sending 20 days prior notice to all the partners at their residential address or through E-mail, in case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be rectified by all the Partners.

d) The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.

e) Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the LLP.

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f) Each partner shall—

(i). Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the Adore Propmart 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 LLP business.

g) Meetings in which all Partners are entitled to participate to deliberate and decide shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings General meetings. General Meetings shall be held at least once in a year and Executive Meetings shall be held at least four times in a year. Every such meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by majority of Designated Partners in any exigency.

25. Additions & Alterations

Notwithstanding stated or provided herein the partners shall have full powers & discretion to modify, alter or vary terms & conditions of this LLP agreement in any matter whatsoever they think fit, by mutual consent, which shall be reduced to writing & signed by all partners and there upon the said writing shall become appendage & part of this agreement..

26. Dissolution

Subject to the provisions herein contained, in the event of the dissolution of the LLP, in full and general account shall be taken of the assets, credits, debits & liabilities of the LLP and of the transactions & dealing thereof and with all convenient speed such asset and credits shall be sold, realized and proceeds applied in paying and discharging such debts & liabilities & expenses of and incidental to the LLP business and the winding up of the LLP affairs & subject thereto in paying to each partner his share of capital due to him in the profit sharing ratio, and the balance, if any, of such proceeds shall be divided between the partners in the same proportion in which they are entitled to share of profit & losses of the LLP.

27. Extent of Liability Of LLP

Adore Propmart LLP is not bound by anything done by a partner in dealing with a person if—

a) the partner in fact has no authority to act for the **Adore Propmart LLP** in doing a particular act; and

b) the person knows that he has no authority or does not know or believe him to be a partner of the **Adore Propmart LLP.**

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Delhi
R.No.-1938/01

28. **Arbitration**

All disputes, differences & questions in connection with this Agreement of LLP shall be referred to an Arbitrator acceptable to all the partners, in accordance with the provisions of the Indian Arbitration Act 1948 and any modifications from time to time in force, whose decision / award shall be final & binding on all the partners.

IN WITNESS WHEREOF the parties hereto have set their hands on this 23rd day of, March, 2021 in the presence of the following witnesses.

PARTNERS

Mr. Jeraish Kumar Gupta
Designated Partner
DIN: 02705439
R/o H. No. 247, Sector 28, Faridabad
Haryana – 121 008

Mr. Kaptan Singh
Designated Partner
DIN: 07013887
R/o H. No. 64, Near IMT College, Vill. Budhiana,
Sector 86, Badoli (116), Faridabad, HR 121004

WITNESSES

Name: Bhupender Singh
Address: 543, N.E.P-1 F20
Occupation: Accounts

Name: RAJEEV RANJAN KUMAR
Address: 109, Karnal Vihar Bharat Colony P62
Occupation: Service

NOTARY INDIA GOVT. OF S.P. VERMA Delhi R.No.-1938/01

ATTESTED

Notary Public, Delhi (India)

24 MAR 2021