



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre
Form 16

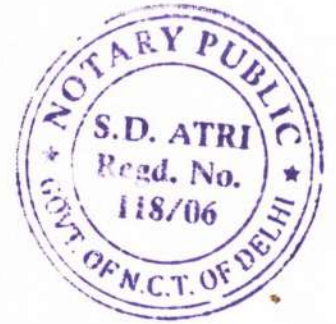
[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]

Certificate of Incorporation

LLP Identification Number: **ACK-1415**

The Permanent Account Number (PAN) of the LLP is **AALFL8911E***

The Tax Deduction and Collection Account Number (TAN) of the LLP is **DELL12961E***



It is hereby certified that LAKSHAY BUILDTECH LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Manesar this TWENTY EIGHTH day of OCTOBER TWO THOUSAND TWENTY FOUR

Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS, CRC MANESAR 1
Date: 2024.10.28 22:35:18 IST

BINNY OBEROI
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:
LAKSHAY BUILDTECH LLP

A-2/258, JANAK PURI, Janakpuri A-3, POLICE STATION, JANAK PURI, NEW DELHI, New Delhi, West Delhi- 110058, Delhi, India

*as issued by Income tax Department

Anish Sharma
For Lakshay Buildtech LLP
Designated Partner

[Signature]
For Lakshay Buildtech LLP
Designated Partner



AGREEMENT FOR LIMITED LIABILITY PARTNERSHIP
[As per Section 23(1) of LLP Act, 2008]

THIS Agreement of LLP made at 11th November'2024 at New Delhi among:

1. Mr. ANIRUDH SHARMA, S/o Shri KESHAV DUTT SHARMA, aged about 40 years, resident of A-2/259, JANAK PURI, Delhi - 110058, INDIA, hereinafter referred to as Party of the 1st Part, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors, assigns and nominees).
2. Mr. KESHAV DUTT SHARMA, S/o Shri RAVI DUTT SHARMA, aged about 71 years, resident of A-2/259, JANAK PURI, Delhi - 110058, INDIA, hereinafter referred to as Party of the 2nd Part, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors, assigns and nominees).

Now the partners being parties of 1st to 2nd parts hereof do hereby set forth to enter into a Limited Liability Partnership agreement under Limited Liability Partnership Act, 2008 upon the following terms and conditions.

Article 1 : Name

1. The name of the Limited Liability Partnership shall be **M/s LAKSHAY BUILDTECH LLP** (hereinafter referred to as LLP). It may be changed to some other name with the mutual consent of the parties in accordance with law.

Article 2 : Name of partners of the LLP

2. The following shall be the partners of LAKSHAY BUILDTECH LLP

Mr Anirudh Sharma
Mr Keshav Dutt Sharma

Article 3 : Designated Partners of the LLP

3. The following shall be the designated partners of the LLP who will be responsible for fulfilling all the responsibilities of the LLP as per law:
 - 1) Mr. ANIRUDH SHARMA, party of the 1st part
 - 2) Mr. KESHAV DUTT SHARMA, party of the 2nd part

Article 4 : Registered Office of the LLP

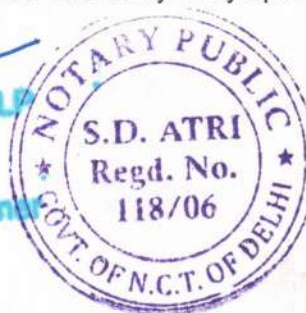
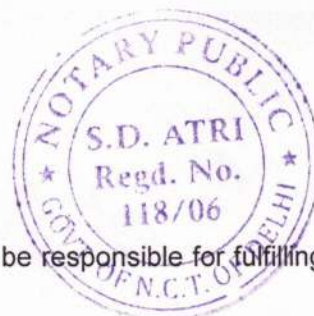
4. The Registered Office of the LLP shall be situated at A-2/258, JANAK PURI, NEW DELHI - 110058 Delhi, The Registered Office may be changed to such other place as may be deemed expedient in accordance with law. The LLP may open its branches anywhere in India or abroad as may be deemed expedient.

Article 5 : Commencement and term of the LLP

5. This LLP came into effect from 28/10/2024 (i.e. the date of incorporation of the LLP with Registrar) (LLPIN-ACK-1415) and shall continue until it is dissolved voluntarily or by operation of law.

Anirudh Sharma
For Lakshay Buildtech LLP
Designated Partner

Keshav Dutt Sharma
For Lakshay Buildtech LLP
Designated Partner



Article 6 : Business of the LLP

6. The Business of the LLP shall be related to provide Business of Real Estate Agents, Builders and Collaborators.
The LLP may engage into all incidental and ancillary activities for achievement of the main business.

Article 7 : Capital contribution of the LLP

7. The initial capital requirement of the LLP shall be Rs 100000/- (Rupees One Lac Only) which shall be contributed by the partners in the following ratio:
- 1) Mr. ANIRUDH SHARMA, party of the 1st part 50% (Capital Contribution ratio)
 - 2) Mr. KESHAV DUTT SHARMA, party of the 2nd part 50% (Capital Contribution ratio)

In future whenever further capital for the business is required it shall also be contributed by the partners in the above ratio and this ratio will not be changed unless partners expressly agree for the same.

The partners may contribute capital by tangible or intangible assets.

Article 8 : Profit & Loss of the LLP

8. The profit/loss of the LLP shall be ascertained every year in the usual mercantile manner after deducting all outgoing, interest and remuneration (if any) to partners. The same shall be borne by/belong to the partners in the following manner:
- 1) Mr. ANIRUDH SHARMA, party of the 1st part 50% (Profit Sharing Ratio)
 - 2) Mr. KESHAV DUTT SHARMA, party of the 2nd part 50% (Profit Sharing Ratio)

Article 9 : Financial Commitment

9. That the finances required for the business of the LLP shall be arranged by the party of First to Second part hereof in the ratio of their respective capital unless mutually agreed for different ratio. Finance can be arranged in any manner e.g. loan, deposit, capital, security deposit, etc. provided that the sharing ratio in between the party of First to Second part thereof shall always remain as mentioned in Clause 7. The finance may be arranged by the parties hereof in the name of the signatories to these presents or in the name of any member from their group, any firm or company of these persons, or in the name of their friend who shall also be informed about this agreement and he will also be bound by the same. In case of loan being arranged for the LLP, the interest on the same shall be payable at such rate and from such time as may be mutually agreed.

Article 10 : Business Support:

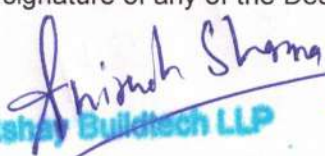
10. That all parties hereof shall extend full Technical, Marketing, Financial and Management Support for promoting the business of the LLP and for ensuring good governance for the same. "Any one or more partners hereof may furnish personal guarantee, security deposit required for the business of LLP.

Article 11 : Current Account of the Partners

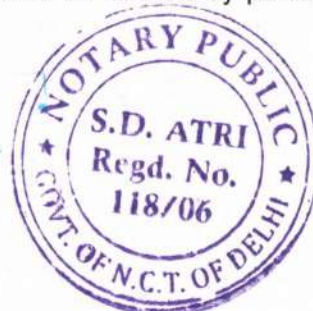
11. Any amount received or paid to or from partners shall be accounted for in their current account maintained by the LLP. The share of profit/loss of LLP may also be accounted for in their current account.

Article 12 : Common Seal

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


For Lakshay Buildtech LLP
Designated Partner


For Lakshay Buildtech LLP
Designated Partner



Article 13 : Interest to Partners

13. That interest @ 12 per cent per annum may be paid to the partners on amount lying in their capital account. The rate of interest may be varied with mutual consent of the partners. However interest payable shall not exceed the limit prescribed by section 40(b) of the Income Tax Act, 1961.

However it has been agreed that for the time being, irrespective of the balance lying in the capital account, no interest shall be paid to any partner.

Article 14 : Salary to Partners

14. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961. The partners shall be entitled to increase or reduce the above remuneration. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

Article 15 : Admission of New Partners

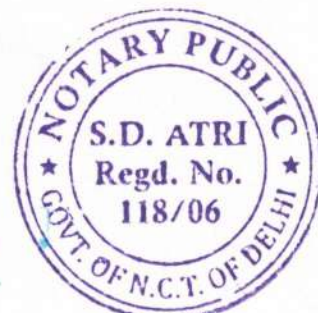
15. The new partner can be introduced with the joint consent of all the partners of LLP. Such incoming partner shall give a written consent stating that he agrees to be governed by all the terms and provisions of this agreement and to be fully bound by the terms thereof.

Article 16 : Distribution of Authority among Partners

- 16.1 That all the decisions of the firm for the day to day running of the firm including decisions regarding Transfer or disposal of any of the immovable property of the LLP either by way of sale, lease, hire or otherwise. Any agreement for sale of any assets, stock in trade of the LLP, execution of sale deed, execution of possession letter, agreement for sale of any Flat/ office or any property developed/traded by the LLP will be taken by Mr _____ and Mr. _____ jointly and decision taken by the above parties jointly will be acted upon by all and would be bound on all other partners.

- 16.2 The LLP shall consider and decide the following matters only after giving proper notice to all partners. No resolution concerning these matters can be validly passed without consent of all Partners so long as they are Partners of the LLP:

- a. Merger, consolidation, amalgamation, reorganization or compromise with the creditors or shareholders of the LLP
- b. Admission of new partner.
- c. Restructuring of the LLP or its business activities
- d. Change in the designated Partners including appointment of Partner, removal of any Partner etc
- e. Venture into, investing or participating, whether by equity or otherwise any new business activities and significant alliances, acquisition, sale, etc. affecting the existing business activities
- f. Affecting any material change in business or business mode
- g. Raising funds through any sources
- h. Accepting any liability on behalf of the LLP
- i. Appointment of or change in the statutory or the Internal Auditors of the LLP
- j. Finalization of accounts, or change in the accounting policies
- k. Promotion of subsidiary
- l. Constitution of Committee of Partners
- m. Borrowing from any one or any institution.



Anish Sharma
For Lakshay Buildtech LLP
Designated Partner

[Signature]
For Lakshay Buildtech LLP
Designated Partner

Article 17 : Duties of the Partners

- 17.1 That every partner shall be just and faithful to each other in the affairs of the firm and shall render a true and correct account of the firm to each other.
- 17.2 That the transaction of the LLP shall be done in the name of LLP and all goods shall be purchased or sold in the name of LLP. All the bills vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.
- 17.3 That the partners shall keep the LLP effectively indemnified against their separate debts and liabilities and none of them shall indulge in purely speculative business neither on his own account nor on firm's account.
- 17.4 That every partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP or from any use by him of the property, name or any business connection of the LLP.
- 17.5 That every partner shall be agent of LLP and will act according to the authorities delegated to him by this agreement or as may be decided from time to time.

Article 18 : Rights of Partner

- 18.1 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 or as decided by all existing partners.
- 18.2 That the LLP shall have perpetual succession. Further death, retirement or insolvency of any partners shall not dissolve the LLP.
- 18.3 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 partnership as herein provided.
- 18.4 On the death of any partner, his legal heir shall be taken as partner who will entitle to his capital and share in the firm. If his heir opts not to become the partner, the other partner shall have the option to purchase the share of the deceased partner in the LLP in their existing ratio at fair market value. This fair market value will be such value which is certified by the statutory Auditors of the LLP and this fair market value will become the price payable for sale of such share and shall be final and binding on all the parties.
- 18.5 That the every partner shall be entitled individually to sign and verify all plaints, written statements, appeals and revisions and such other documents including the Income tax and sales tax returns and other papers and to appoint, pleaders, advocates, or authorised agents and mukhtars on behalf of the firm to appear in all courts, income tax and sales tax offices and other Govt. and semi Govt. offices and to sign all such papers in the interest of the business of the LLP.

Article 19 : Financial Year and Accounting

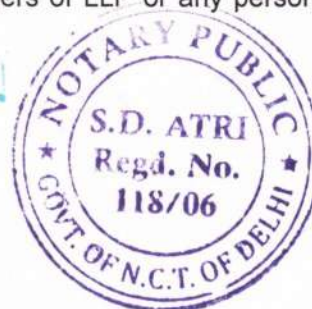
- 19.1 The financial year of the LLP shall commence on 1st day of April and end on 31st March every year. The first accounting year shall be from the date of incorporation of LLP till 31st March of the next subsequent year.
- 19.2 The LLP shall maintain accounting books, records and supporting documents in accordance with law and generally accepted accounting principles and practices in India.
- 19.3 That all the partners shall be entitled to have access to inspect the books or to take copies of the same.

Article 20 : Operation of Bank Account

20. It is expressly agreed that the existing and the new bank account (if opened further) will be operated by individually or jointly signatures of the Designated Partners of LLP or any person authorized by these partners.


For Lakshay Buildtech LLP
Designated Partner


For Lakshay Buildtech LLP
Designated Partner



Article 21 : Cessation of existing Partners

- 21.1 Partner may cease to be partner of the LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
- 21.2 If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partners shall have the option to purchase the share of such partner at fair market value. This fair market value will be such value which is certified by the statutory Auditors of the LLP and this fair market value will become the price payable for sale of such share and shall be final and binding on all the parties
- 21.3 On the death of any partner, during the continuance of the partnership, the firm shall not be dissolved; but shall continue to subsist among the surviving partners along with legal heir(s) of the deceased partner. The legal heir of deceased partner would be a partner on the same terms and conditions on which deceased was a partner. Or the surviving partners shall have the option to purchase the share of the deceased partner in the partnership business as per the article 18.4 of this agreement. The partner purchasing the share of deceased partner shall also enter into a covenant to indemnify the Personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership.
- 21.4 The LLP can be wound up with the consent of all the partners subject to the provisions of the Limited Liability Partnership Act 2008.
- 21.5 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 LLP with fraudulent purpose.

Article 22 : Meeting

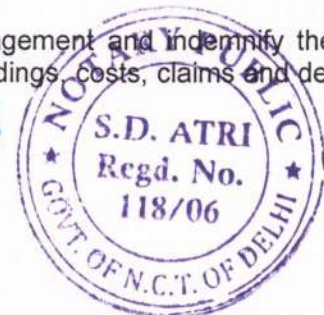
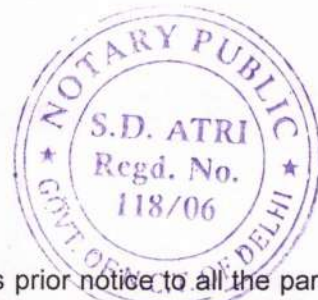
- 22.1 The business of the LLP shall be conducted by the parties hereof as agreed vide article 16 and other covenants of this agreement. A meeting of partners shall be called to consider and decide any of the following matter by a resolution passed by all partners
- (a) Change in LLP Agreement
 - (b) Change in Name of LLP
 - (c) Fixation of Registered Office
 - (d) Change in object of the LLP
 - (e) Opening of Bank Account
 - (f) Appointment of Auditor
 - (g) Adoption of Final Accounts
- 22.2 The meeting of the partners may be called by sending 2 days prior notice to all the partners at their residential address or by mail at the e-mail ids provided by the individual partners in written to the LLP. 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.
- 22.3 The meeting of the partners shall ordinarily be held at the registered office of the LLP or any other place as per the convenience of the designated partner.
- 22.4 With the written consent of the designated partner, a meeting of the partners may be conducted through teleconferencing.
- 22.5 Every limited 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 LLP.
- 22.6 Each partner shall-
1. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

For Lakshay Buildtech LLP

Designated Partner

For Lakshay Buildtech LLP

Designated Partner



2. Give time and attention as may be required for the fulfillment of the objectives of the LLP business and they all shall be the working partners.

Article 23 : Modification

- 23 This Agreement may be changed, amended or otherwise modified by written agreement executed by the parties.

Article 24 : Governing Law

- 24.1 This Agreement shall be governed by and construed in accordance with the laws of India and shall be jurisdiction of Jaipur courts.
- 24.2 In case of conflict of the provision of this agreement with the laws of India, the conflicting provision of this agreement shall be automatically invalid to the extent of conflict.

Article 25 : Arbitration

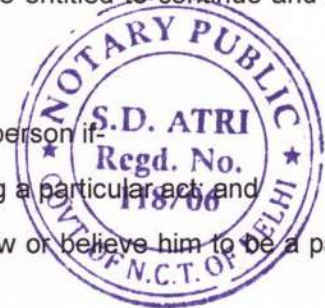
25. All the disputes and differences whatsoever which shall arise between the partners or between the partners and personal representative of the deceased partner relating to any matter whatsoever touching the affairs of the LLP or the interpretation of this agreement and whether before and after the determination of the LLP shall be referred to for arbitration to a person to be mutually decided by all the parties. He shall decide the same in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

Article 26 : Non-exclusivity

26. It is clearly understood between the parties hereof that each party will be entitled to carry on any business which is same or similar of that of LLP and there is no agreement of non competition amongst parties hereof. It is further clarified that each party is already carrying on various such business individually or jointly with other persons who they will be entitled to continue and carry on other business as well.

Article 27 : Extent of Liability of LLP

27. LLP is not bound by anything done by a partner in dealing with a person if:
 - 1) The partner in fact has no authority to act for the LLP in doing a particular act; and
 - 2) The person knows that he has no authority or does not know or believe him to be a partner of the LLP.




Article 28 : Extent of Liability of Partners

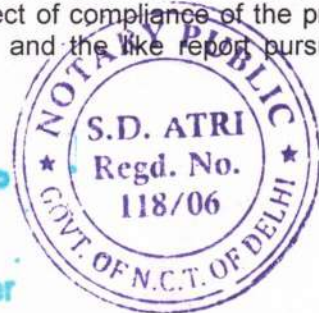
- 28.1 The liability of Partners shall be limited as provided in LLP Act 2008 and set forth in this LLP agreement.
- 28.2 Partners shall not be obliged to restore by way of Capital Contribution or otherwise any deficit in its capital account or the capital account of any other partner of LLP.
- 28.3 Provision of this article shall not affect the personal liability of a partner for his own wrongful act or omission but a partner shall not be personally liable for the wrongful act or omission of any other partner of LLP.

Article 29 : Duties of Designated Partner

- 29.1 The Authorized representative of the first party and the second party shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008
- 29.2 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 the Limited Liability Partnership.


For Lakshay Bundtech LLP
Designated Partner


For Lakshay Bundtech LLP
Designated Partner



- 29.3 The designated partners shall be responsible for the doing of all acts arising out of this agreement.
- 29.4 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 officer seeking indemnification.

Article 30 : Miscellaneous Provisions

- 30.1 That all the outgoings and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the next profits of the partnership business.
- 30.2 That the partnership moneys, bills, notes, cheques and other instruments received by the partnership shall as and when received be paid and deposited in the bank to the credit of the firm's account,
- 30.3 No partner shall without the written consent of the LLP:
- 1) Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
 - 2) Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
 - 3) Enter into any bond or become surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be liable.
 - 4) Assign, mortgage or charge his share in the LLP or any asset or property thereof or make any other person a partner therein.
 - 5) Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other partners.

Article 31 : Transfer / Assignment of interest in LLP

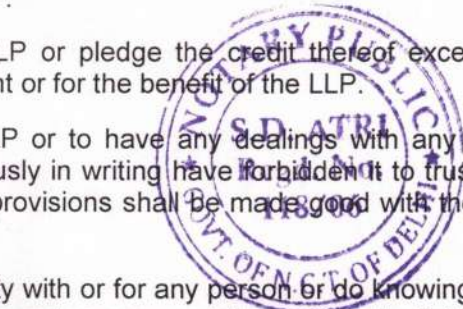
- 31.1 No partner shall transfer all or any part of his interest, or any interest therein without the prior approval of all the other partners of LLP.
- 31.2 In case any of the Partners of the LLP desires to transfer or assign his interest in the LLP to any person other than his relative, firstly the same shall be offered to other partners in ratio of interest held by them in the LLP. If no partner is ready and willing to take up the shares, it may be offered to any person, selected by the remaining partners, who is desirable, in the interest of the LLP, to be admitted to Partnership.
- 31.3 Any interest may be transferred by a partner to any child or other issue, father, mother, brother; sister, wife, husband, nephew, son-in-law or daughter-in-law of a partner and the restriction in the article 31.1 hereof shall not apply to any such transfer.

Article 32 : Notice

32. Any notice required to be given to any party shall be in writing by registered post at the address mentioned above respectively. Each party will promptly intimate others in case of any change of address


For Lakshay Buildtech LLP
Designated Partner


For Lakshay Buildtech LLP
Designated Partner



IN WITNESS WHEREOF, the parties hereof have executed this agreement in their full senses, with free consent, after fully understanding the same, as record for use in posterity.

Name of the Partner

Signature

1. ANIRUDH SHARMA
(Party of the 1st part)
2. KESHAV DUTT SHARMA
(Party of the 2nd part)

Anirudh Sharma
For Lakshay Buildtech LLP
Designated Partner

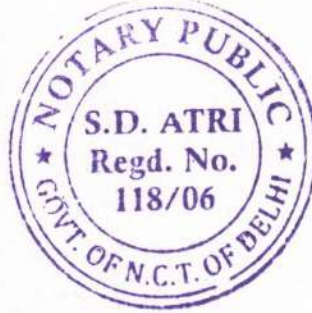
Keshav Dutt Sharma
For Lakshay Buildtech LLP
Designated Partner

Place : 11th November'2024

Date : New Delhi

Witnesses

- 1.
- 2.



ATTESTED
S.D. ATRI
NOTARY PUBLIC DELHI
14 NOV 2024

