



सत्यमेव जयते

## INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

₹5,000

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 (Zero)  
 First Party : AARIZE REALTECH LLP  
 Second Party : NA  
 Stamp Duty Paid By : AARIZE REALTECH LLP  
 Stamp Duty Amount(Rs.) : 5,000  
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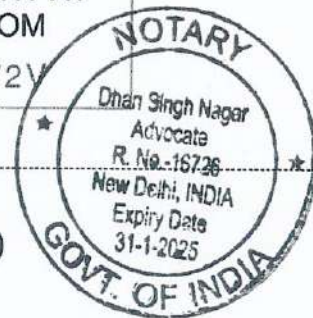
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## LLP AGREEMENT

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

This Agreement of LLP made at Delhi on this 12<sup>th</sup> Day of May, 2023.

## BETWEEN

1. Mr. Aman Sharma S/o Mr. Trilok Nath Bhanotra residing at Farm No. 29/6 Rao Matadin  
 Yadav Marg, Kapasehra, Delhi 110037 whose consent be and is hereby accorded to

For AARIZE REALTECH LLP

For AARIZE REALTECH LLP

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## Statutory Alert:

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

Designated Partner

Designated Partner

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contribute Rs. 62,50,000 (Rupees Sixty Two Lakhs and Fifty Thousand only) 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. Vipin Sharma S/o Mr. Trilok Nath Bhanotra** residing at Farm No. 29/6 Rao Matadin Yadav Marg, Kapasehra, Delhi 110037, whose consent be and is hereby accorded to contribute Rs. 62,50,000 (Rupees Sixty Two Lakhs and Fifty Thousand only) 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 ALL THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS.

**WHEREAS** the parties hereto are desirous in forming a Limited Liability Partnership in accordance with the provisions of the Limited Liability Partnership Act 2008.

**NOW THEREFORE THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT** executed in terms of Section 23 of the Limited Liability Partnership Act, 2008 WITHNESSETH and it is hereby agreed by & between the parties hereto as follow:

## I. PRELIMINARY

Subject as hereinafter provided, the Regulations contained in the Third Schedule to the Limited Liability Partnership Act shall apply to the Limited Liability Partnership.

## II. INTERPRETATION

1. (1) In this Agreement:

- (a) "The Act means the Limited Liability Partnership Act, 2008"



For AARIZE REALTECH LLP  
Sharma  
For AARIZE REALTECH LLP  
Designated Partner  
Designated Partner

(b) "Designated Partner" means the Designated Partners of the LLP and includes persons occupying the position of Designated Partners by whatever name called.

(c) "The Seal" means the Common Seal of the LLP.

(d) "The LLP" or This LLP Means **M/s. Aarize Realtech LLP.**

(2) Unless the context otherwise requires, word or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modifications thereof in force.

### III. LIMITED LIABILITY PARTNERSHIP & NAME

2. The LLP is a LLP within the meaning of Section 2(n) of the Act, and accordingly

a) It is a body corporate which has legal entity separate from that of its partners , and perpetual succession

b) Any changes in its partners shall not affect the existence, right or liabilities of the limited liability partnership.

c) It shall have at least two partners.

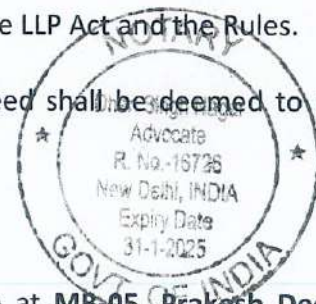
d) It shall have at least two designated partners who are individuals and at least one of them shall be a resident in India.

e) The business of the LLP shall be carried on in the name and style of **M/s. Aarize Realtech LLP.** Any change in the name of the LLP shall be notified to the Registrar by the Designated Partner(s) in accordance with the provisions of the LLP Act and the Rules.

f) The **M/s. Aarize Realtech LLP** as constituted under this Deed shall be deemed to be have commenced on the 12<sup>th</sup> Day of May, 2023.

### IV. REGISTERED OFFICE

3. The **M/s. Aarize Realtech LLP** shall have its registered office at **MB-05, Prakash Deep Building, 7, Tolstoy Marg, New Delhi 110001** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time. Upon any change in the



For **AARIZE REALTECH LLP**  
29 MAY 2023  
*[Signature]*  
Designated Partner

For **AARIZE REALTECH LLP**

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*[Signature]*  
For **AARIZE REALTECH LLP**  
Designated Partner  
*[Signature]*  
Designa

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registered office address of the LLP, it shall be the duty of the Designated Partners of the LLP to notify the same to the Registrar in the form and manner as prescribed to the Act and the Rules.

## V. BUSINESS ACTIVITY

4. The nature and purpose of the business to be conducted by **M/s. Aarize Realtech LLP** is all real estate activities including but not limited to sale, purchase and renting of immovable property, construction and/or development of buildings, development of Plotted Colony, Township(s), Flats, Houses, Apartments, Farm etc. The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business. Nothing set forth in this Agreement shall be construed as authorizing the Partners to possess any purpose or power, or to do any act or thing, forbidden by law to a LLP formed under the LLP Act.

## VI. TERM

5. The agreement shall come into effect from the date of execution of the agreement i.e. 12<sup>th</sup> Day of May, 2023 and shall continue until struck off, dissolved or liquidated in accordance with the provisions of this agreement or as provided under the LLP Act and/or the LLP Rules.

## VII. CAPITAL CONTRIBUTION

6. The Contribution of the **M/s. Aarize Realtech LLP** shall be Rs 1,25,00,000/- (Rupees One Crore and Twenty Five Thousand Ten Lakhs only) which shall be contributed by the partners in the following proportions:


First Party 50% i.e. Rs. 62,50,000/- (Rupees Sixty Two Lakhs and Fifty Thousand only)

Second Party 50% i.e. Rs. 62,50,000/- (Rupees Sixty Two Lakhs and Fifty Thousand only)

The further Contribution if any required by the **M/s. Aarize Realtech LLP** shall be brought by the designated partners in their above Contribution ratio.

7. The Contribution of each partner or designated partner shall be accounted for and disclosed in the Accounts of the LLP along with nature of contribution and amount.

For AARIZE REALTECH LLP

  
Designated Partner

For AARIZE REALTECH LLP

  
Designated Partner

For AARIZE REALTECH LLP

  
Designated Partner

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### VIII. PROFIT SHARING

8. The Net Profit & Losses of the Partnership business as per the accounts maintained by the Partnership after deduction of all the expenses relating to manufacturing and/or trading activities of the partnership including development/construction cost, rent, salaries & other establishment expenses shall be divided and distributed amongst the Partners in the ratio of their respective contribution.
9. The Capital Profit & Losses arising on the sale of any of the Partnership Property shall also be divided & distributed amongst the Partners in the ratio of their respective contribution.

### IX. ADMISSION OF NEW PARTNER

10. The new partner may not be introduced without the consent of Mr. Aman Sharma and Mr. Vipin Sharma that means first designated partners. Such incoming partner shall give his prior consent to act as Partner of the **M/s. Aarize Realtech LLP**.
11. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution if any as may be decided by existing partners.
12. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards **M/s. Aarize Realtech LLP**.

### X. RIGHTS OF PARTNER

13. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said **M/s. Aarize Realtech LLP** in the proportion of their Contribution.
14. Every partner has a right to have access to and to inspect and copy any books of the **M/s. Aarize Realtech LLP**.
15. 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 **M/s. Aarize Realtech LLP** shall have no objection thereto provided that the said partner has intimated the said fact to the **M/s.**

NOTARY GOVT. OF INDIA  
29 MAY 2023  
For **AARIZE REALTECH LLP**  
Designated Partner

For **AARIZE REALTECH LLP**

Designated Partner  
Designated Partner

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**Aarize Realtech LLP** before the start of the independent business and moreover he shall not use the name of the **M/s. Aarize Realtech LLP** to carry on the said business.

16. If any partner shall advance any sum of money to **M/s. Aarize Realtech LLP** over and above his due contribution to capital, the same shall be a debt due from the **M/s. Aarize Realtech LLP** to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
17. **M/s. Aarize Realtech LLP** shall have perpetual succession. Death, retirement or insolvency of any partner shall not dissolve the **M/s. Aarize Realtech LLP**.
18. 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 **M/s. Aarize Realtech 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 **M/s. Aarize Realtech 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
19. 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 **M/s. Aarize Realtech LLP**.

#### XI. DUTIES OF PARTNERS

20. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
21. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
22. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the **M/s. Aarize Realtech LLP** of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the **M/s. Aarize Realtech LLP**.



For **AARIZE REALTECH LLP**

*[Signature]*  
Designated Partner

For **AARIZE REALTECH LLP**

*[Signature]*  
Designated Partner

23. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
24. In case any of the Partners of the **M/s. Aarize Realtech LLP** desires to transfer or assign his interest or shares in the **M/s. Aarize Realtech LLP**, he has to offer the same to the remaining partners. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
25. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the **M/s. Aarize Realtech LLP** assets against the same and all proceedings, costs, claims and demands in respect thereof.
26. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the **M/s. Aarize Realtech LLP** business and they all shall be the working partners.
27. No Partner shall without the written consent of other Partners :-
- Engage or except for gross misconduct, dismiss any employee of the partnership
  - Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **M/s. Aarize Realtech LLP**.
  - Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.
  - Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein
  - Engage directly or indirectly in any business competing with that of the limited liability partnership.



- vi. Lend money or give credit on behalf of the **M/s. Aarize Realtech 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



For **AARIZE REALTECH LLP**

Designated Partner

For **AARIZE REALTECH LLP**

For **AARIZE REALTECH LLP**  
  
Designated Partner



through any breach of provisions shall be made good with the **M/s. Aarize Realtech LLP** by the partner incurring the same.

- vii. Compromise or compound or (except upon payment in full) release or discharge any debt due to the **M/s. Aarize Realtech LLP** except upon the written consent given by the other partner.
- viii. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.

## **XII. PARTNER REMUNERATION**

28. The remuneration payable to the above said working partners shall be computed in the manner laid down in explanation 3 to section 40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force in the I. T. assessment of the PARTNERSHIP FIRM of the relevant accounting year. Such amount shall be distributed between the said working partners in their profit / loss sharing ratio. Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of each working partners. The working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time.

## **XIII. STATUTORY AUDITORS**

29. Upon reaching the prescribed threshold limit of contribution or turnover for appointment of Auditor, as provided under the LLP Act/Rules, the Partners shall, by passing a resolution at their meeting, appoint the first Statutory Auditor within three months of reaching the above threshold limit, to audit the accounts of the LLP. Further, in case of resignation/death or removal of Auditor, the Partners may appoint the Statutory Auditor to fill the vacancy.
30. The fee to be paid to the Statutory Auditor shall be collectively decided by the Partners, subject to such restrictions as may be imposed by the Partners through a resolution passed at their meeting.



For **AARIZE REALTECH LLP**

*[Signature]*  
Designated Partner

For **AARIZE REALTECH LLP**

*[Signature]*  
Designated Partner

For **AARIZE REALTECH LLP**  
*[Signature]*  
Designated Partner

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31. A person shall not be qualified to be appointed as Statutory Auditor of the LLP unless he is a Chartered Accountant in practice. A firm of Chartered Accountants in practice or a Limited Liability Partnership formed exclusively by Chartered Accountants in practice may also be appointed as Statutory Auditor.
32. An Auditor of a LLP shall be appointed for each financial year of the LLP for auditing its accountants. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period:
- New Auditors are appointed, or
  - He/they is/are re-appointed.
33. Where no Auditor has been appointed as above, any Auditor holding the office of Statutory Auditor shall be deemed to have been re-appointed, unless the majority of Partners have determined that he/they should not be re-appointed and have given a notice to this effect to the LLP.

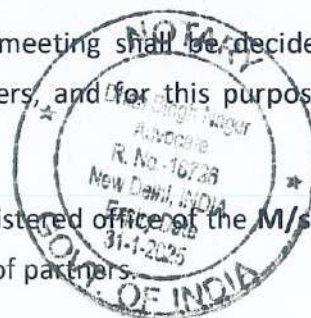
#### XIV. MEETING

34. The meeting of the Partners may be called by sending 7 days prior 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 **M/s. Aarize Realtech 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 majority of the partners agrees in writing to the same either before or after the meeting.
35. The meeting of the Partners 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.
36. The matter discussed in the **M/s. Aarize Realtech 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.
37. The meeting of Partners shall ordinarily be held at the registered office of the **M/s. Aarize Realtech LLP** or at any other place as per the convenience of partners.



For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner



For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner  
For AARIZE REALTECH LLP  
*[Signature]*  
Designated Partner

38. The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of a meeting shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

#### XV. DUTIES OF DESIGNATED PARTNER

39. The Authorised representative of all the Parties shall act as the Designated Partner of the **M/s. Aarize Realtech LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.
40. 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.
41. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

#### XVI. CESSATION & EXPULSION OF EXISTING PARTNERS

42. Partner may cease to be partner of the **M/s. Aarize Realtech LLP** by giving a prior notice in writing of not less than 15 days to the other partners of his intention to resign as partner.
43. No majority of Partners can expel any partner except in the situation where any partner:
- Becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the business of LLP; or
  - Commit a material breach (other than a technical/procedural default) of any of the provisions of this Agreement, or
  - Commits any criminal offence or does or suffers any act which would be a ground for the dissolution of the LLP by the Court/Tribunal.



For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner

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For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner

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For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner



## XVII. EXTENT OF LIABILITY

44. **M/s. Aarize Realtech 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 **M/s. Aarize Realtech LLP** 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 **M/s. Aarize Realtech LLP**.

## XVIII. STATEMENT OF ACCOUNT AND SOLVENCY

45. The accounting year of the LLP shall be from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of subsequent year. The first accounting year shall be from the date of commencement of this LLP till 31<sup>st</sup> March of the subsequent year.

46. The LLP shall, within a period of six months from the end of each financial year, prepare a Statement of Account and Solvency for the said financial year as at the last day of the said financial year.

47. The designated partners of the limited liability partnership put their signature on the Statement of Account and Solvency.

48. The LLP shall file the Statement of Account and Solvency with the Registrar every year.

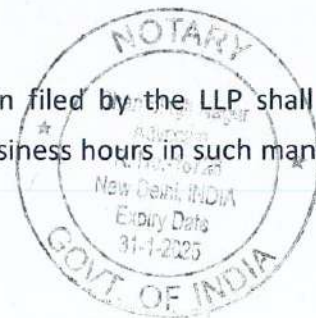
## XIX. INSPECTION OF ACCOUNTS

49. The LLP shall maintain such proper books of accounts relating to its affairs for each year of its existence on accrual basis and accounting to double entry system of accounting and shall maintain the same at its registered office.

50. The Statement of Accounts and Solvency and Annual Return filed by the LLP shall be available for inspection in the office of the Registrar during business hours in such manner and on payment of such fees as may be prescribed.



For AARIZE REALTECH LLP  
Designated Partner



For AARIZE REALTECH LLP

Designated Partner

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For AARIZE REALTECH LLP  
Designated Partner

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## XX. AUDIT

51. The accounts of the limited liability partnership shall be audited in accordance with the rule prescribed by the Central Government.

## XXI. ANNUAL RETURN

52. The limited liability partnership shall be required to file an annual return with the Registrar within sixty days of closure of its financial year.

## XXII. OPERATION OF BANK ACCOUNTS

53. The Designated Partners shall have the power of open bank accounts to sign cheques, on behalf of the LLP and to operate all banking accounts of the LLP as mutually decided by Designated Partners and to receive payments, make endorsements, draw and accept negotiable instruments, hundies, bills etc.

## XXIII. THE SEAL

54. The Designated Partners shall provide for the safe custody of the Seal of the LLP.
55. The Seal shall not be affixed to any instrument except by the authority of the Designated Partner and except in the presence of one partner and one designated partner who shall be sign every instrument to which the seal is affixed.

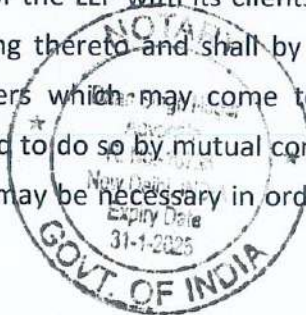
## XXIV. SECRECY

56. Every Partner and every Designated Partner and any other person employed in the business of the LLP shall, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the LLP with its clients and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by mutual consent of all Partners and Designated Partners and except so far as may be necessary in order to comply with the provisions of the Act.



For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner



For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner

For AARIZE REALTECH LLP  
*[Signature]*  
Designated Partner

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## XXV. WINDING UP

57. That the LLP shall be liable to dissolution only if all the Partners so decide.
58. The **M/s. Aarize Realtech LLP** can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.
59. On the Winding Up of the LLP, the liquidator, may, subject to the provision of the Act, and the Rules made by the Central Government in this regard divide among Partners in specie or otherwise the whole or any part of the assets of the LLP.
60. The Partnership shall commence from the date of registration of the LLP, and shall continue to operate in accordance with the provisions of LLP Act, 2008 and rules framed thereunder, until termination of this agreement with the mutual consent of all the partners.

## XXVI. MERGER

61. That the LLP can be merge with any other body corporate only if all the Partners so decide.
62. The **M/s. Aarize Realtech LLP** can be Merger with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

## XXVII. INDEMNITY

63. The **M/s. Aarize Realtech 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 **M/s. Aarize Realtech LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

## XXVIII. ARBITRATION

64. In case of any dispute or differences among the Partners or between the Partners and the legal heirs/representatives of the deceased Partner or between Partners and LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through Arbitrator, if the parties



For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner

For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner

For AARIZE REALTECH LLP

*[Signature]*  
Designated Partner

agree upon one, or if the parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 (the 'Arbitration Act') and/or any statutory modification or re-enactment thereof for the time being in force. Such arbitral award(s) shall be binding on all parties to the dispute.

In WITNESS WHEREOF the parties have put their respective hand the day and year first hereinabove written

Signed and delivered by the designated partners on behalf of M/s. Aarize Realtech LLP on this 12<sup>th</sup> Day of May, 2023

On behalf of First Party

For AARIZE REALTECH LLP

Mr. Aman Sharma  
(Designated Partner)

On behalf of second party

For AARIZE REALTECH LLP

Mr. Vipin Sharma  
(Designated Partner)

Witness:

Name: Nisha Pillai

Address: N-104, DLF, sec- 9D  
Gurgaon

Signature: [Signature]

Name: RAJESH KUMAR

Address: F/125 KATWARRIA SARAI  
NEW DELHI

Signature: [Signature]



ATTESTED

NOTARY PUBLIC  
NEW DELHI (INDIA)



12 MAY 2023

R.N. MALIK, ADVOCATE  
NOTARY, GURUGRAM, HR. (INDIA)

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For AARIZE REALTECH LLP

[Signature]  
Designated Partner