



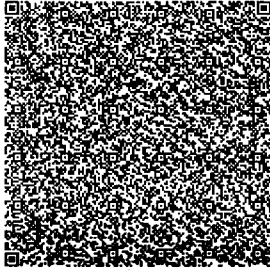
सत्यमेव जयते

INDIA NON JUDICIAL

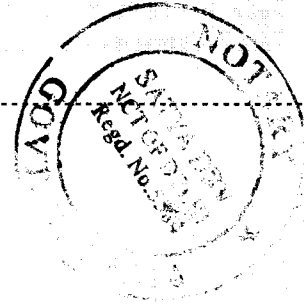
Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL39229491781489M
Certificate Issued Date : 28-Mar-2014 06:38 PM
Account Reference : IMPACC (IV)/ dl854403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85440375733403453128M
Purchased by : LION INFRADEVELOPERS LLP
Description of Document : Article 5 General Agreement
Property Description : PLOT NO. 10 , III FLOOR, LSC B-1 VASANT KUNJ DELHI 110070
Consideration Price (Rs.) : 0
(Zero)
First Party : LION INFRADEVELOPERS LLP
Second Party : NA
Stamp Duty Paid By : LION INFRADEVELOPERS LLP
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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For Lion Infradevelopers LLP

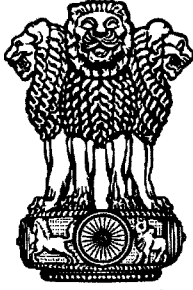
Bhender Singh
Designated Partner

For Lion Infradevelopers LLP

Jatin
Designated Partner

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority



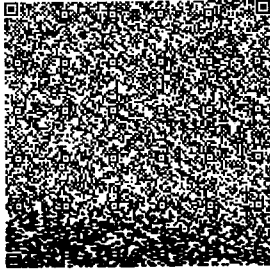
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL39229878442811M
Certificate Issued Date : 28-Mar-2014 06:40 PM
Account Reference : IMPACC (IV)/ dl854403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85440375731993966555M
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Description of Document : Article 5 General Agreement
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First Party : LION INFRADEVELOPERS LLP
Second Party : NA
Stamp Duty Paid By : LION INFRADEVELOPERS LLP
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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For Lion Infradevelopers LLP

Bijendra Singh
Designated Partner

For Lion Infradevelopers LLP

Jatin
Designated Partner

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Cesd. No. ① JN-DL39229491781489M
② JN-DL39229878442811M

LLP AGREEMENT
Of
LION INFRADEVELOPERS LLP
(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at New Delhi this 20th Day of March, 2014.

BETWEEN

1. Mr. Bijender Singh Lohia S/o Sh. Jagat Singh residing of VPO- Ghitorni, Near Water Tank; New Delhi-110030. 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 PART**,

AND

2. Mr. Jatin Lohia S/o. Sh. Ravinder Singh Lohia residing of Farm House No.30, Road no.1, silveroak farms, Ghitorni, Godaipur, Delhi-110030. 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 PART**,

PARTIES AT BOTH PARTS SHALL BE DESIGNATED PARTNERS

(BOTH THE FIRST & SECOND PARTS SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS)

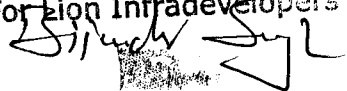
WHEREAS the First Parts is **Mr. Bijender Singh Lohia**.


WHEREAS the Second Parts is **Mr. Jatin Lohia**.

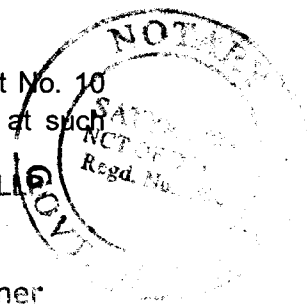
NOW The First & Second Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intends to write down the terms and conditions of the said formation and

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. A Limited Liability Partnership shall be carried on in the name and style of M/s. LION INFRADEVELOPERS LLP and hereinafter called as LION INFRADEVELOPERS LLP.
2. The LION INFRADEVELOPERS LLP shall have its registered office at Plot No. 10 3rd Floor Local Shopping Complex B-1 Vasant Kunj Delhi-110070 and/or at such

For Lion Infradevelopers LLP

Designated Partner

For Lion Infradevelopers LLP

Designated Partner



other place or places, as shall be agreed to by the majority of the partners from time to time.

3. The Contribution of the LION INFRADEVELOPERS LLP shall be Rs 1,00,000/- (Rupees One Lac only) which shall be contributed by the designated partners in the following proportions.

First Party 50.% i.e. Rs 50,000/- (Rupees Fifty Thousands only)

Second Party 50 % i.e. Rs 50,000/- (Rupees Fifty Thousands only)

The further Contribution if any required by the LION INFRADEVELOPERS LLP shall be brought by the designated partners in their profit sharing ratio.


4. The LION INFRADEVELOPERS LLP shall have a common seal to be affixed on documents as defined by designated partners under the signature of any of the Designated Partners.
5. All the Partners of the LION INFRADEVELOPERS LLP are entitled to share profit and losses in the ratio of their respective contribution in the LION INFRADEVELOPERS LLP

LION INFRADEVELOPERS LLP shall be carry on the business to purchase, hire or otherwise acquire any estates, lands, agricultural lands, buildings easements or such other interest in any immovable property and to develop and turn to account by laying out, plotting and preparing the same for building purposes, constructing, building, and multistoried buildings and altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings and by paying, draining and building on lease. To carry on business of and as builders, consultants, civil engineers, architects, surveyors, desingers town planners, estimators, valuers, interior and exterior decorators, and General and Government civil and constructional contractors of immovable properties all types of structural and pilling engineering, works interior designing and graphic.

Admission of New Partner

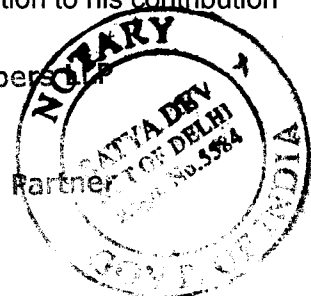
6. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LION INFRADEVELOPERS LLP.
7. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution of Rs.50,000/- (Rupees Fifty Thousands Only)
8. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards LION INFRADEVELOPERS LLP.

For Lion Infradevelopers LLP


Designated Partner

For Lion Infradevelopers


Designated Partner



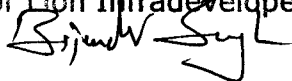
Rights of Partner

9. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LION INFRADEVELOPERS LLP in the proportion of their Contribution.
10. Every partner has a right to have access to and to inspect and copy any books of the LION INFRADEVELOPERS LLP.
11. 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 LION INFRADEVELOPERS LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LION INFRADEVELOPERS LLP before the start of the independent business and moreover he shall not use the name of the LION INFRADEVELOPERS LLP to carry on the said business.
12. LION INFRADEVELOPERS LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LION INFRADEVELOPERS LLP.
13. 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 LION INFRADEVELOPERS 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 LION INFRADEVELOPERS 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.
14. 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 LION INFRADEVELOPERS LLP.

Duties of Partners

15. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
16. 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.
17. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.

For Lion Infradevelopers LLP

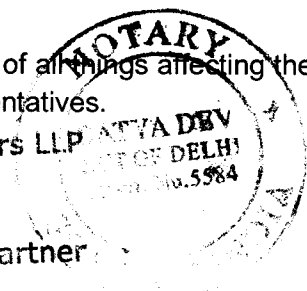


Designated Partner

For Lion Infradevelopers LLP



Designated Partner

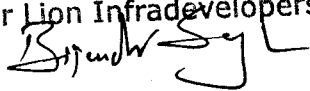


18. In case any of the Partners of the LION INFRADEVELOPERS LLP desires to transfer or assign his interest or shares in the LION INFRADEVELOPERS LLP he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
19. If any partner shall advance any sum of money to LLP over and above his/her due contribution to Capital, the same shall be a debt due from the LLP to the Partner advancing the same and shall carry simple interest at the rate of 10% p.a. or any other rate as may be decided by the Partners.
20. No partner shall without the written consent of the LION INFRADEVELOPERS LLP , -
- I. Employ any money, goods or effects of the LION INFRADEVELOPERS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LION INFRADEVELOPERS LLP.
 - II. Lend money or give credit on behalf of the LION INFRADEVELOPERS 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 through any breach of provisions shall be made good with the LION INFRADEVELOPERS LLP by the partner incurring the same.
 - III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LION INFRADEVELOPERS LLP property or any part thereof may be seized.
 - IV. Assign, mortgage or charge his or her share in the LION INFRADEVELOPERS LLP or any asset or property thereof or make any other person a partner therein.
 - V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LION INFRADEVELOPERS LLP except upon the written consent given by the other partner.

Meeting:


21. All the matters related to the LION INFRADEVELOPERS LLP as mentioned in schedule II to this agreement 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.
22. The meeting of the Partners may be called by sending 15 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 LION INFRADEVELOPERS LLP. In case any partner is a foreign resident the meeting may be conducted by sending 15 days prior

For Lion Infradevelopers LLP

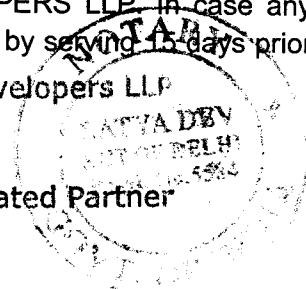


Designated Partner

For Lion Infradevelopers LLP



Designated Partner



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.

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

24. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

25. Every limited liability 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 LION INFRADEVELOPERS LLP.

26. Each partner shall—

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LION INFRADEVELOPERS 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 LION INFRADEVELOPERS LLP business and they all shall be the working partners.

Duties of Designated Partner

27. The Authorised representative of First Party and the Second Party shall act as the Designated Partner of the LION INFRADEVELOPERS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

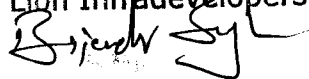
28. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

29. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

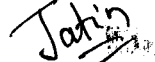
30. The LION INFRADEVELOPERS LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.

31. The LION INFRADEVELOPERS 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

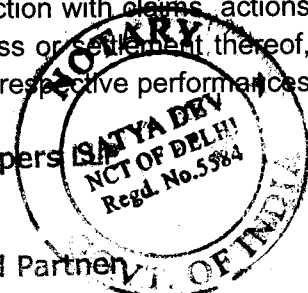
For Lion Infradevelopers LLP


Designated Partner

For Lion Infradevelopers



Designated Partner



as partners and officers of the LION INFRADEVELOPERS LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners

32. Partner may cease to be partner of the LION INFRADEVELOPERS LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
33. 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 LION INFRADEVELOPERS LLP with fraudulent purpose.
34. The LION INFRADEVELOPERS LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of LION INFRADEVELOPERS LLP

35. LION INFRADEVELOPERS 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 LION INFRADEVELOPERS 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 LION INFRADEVELOPERS LLP.

Miscellaneous Provisions

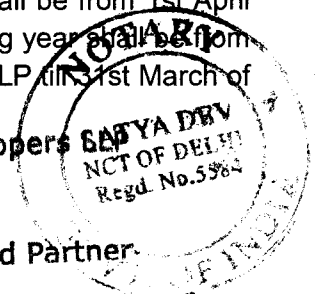
36. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
 - I. in the ordinary and proper conduct of the business of the limited liability partnership; or
 - II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
37. 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.
38. The books of accounts of the firm shall be kept at the registered office of the LION INFRADEVELOPERS LLP for the reference of all the partners.
39. The accounting year of the LION INFRADEVELOPERS LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this LION INFRADEVELOPERS LLP till 31st March of the subsequent year.

For Lion Infradevelopers LLP

Designated Partner

For Lion Infradevelopers LLP

Designated Partner



40. 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.

41. All disputes between the partners or between the Partner and the LION INFRADEVELOPERS LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

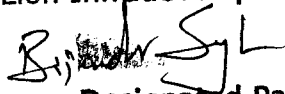
IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

For and on behalf of

LION INFRADEVELOPERS LLP.

For Lion Infradevelopers LLP


Designated Partner

Bijender Singh Lohia
Designated Partner

For Lion Infradevelopers LLP


Designated Partner

(Jatin Lohia)
Designated Partner

Witness:

a) Name: HARJOM SHARMA

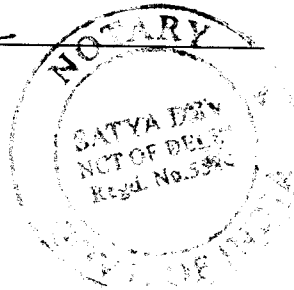
Address: G-322 AYANAGAR, NEW DELHI-47

Signature: 

b) Name: Dimple Sharma

Address: H. No. 18 Badli Nagar N.D.

Signature: 



ATTESTED

NOTARY PUBLIC DELHI

23 APR 2014