

CONFIDENTIAL



THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP

This Agreement of Limited Liability Partnership has been made in Delhi this 06th September 2024.

BETWEEN **DESH RAJ**

Hereinafter called 'the Party of the FIRST PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **FIRST PARTY**.

AND **RAMPHOOL**

Hereinafter called 'the Party of the SECOND PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **SECOND PARTY**.

(THE FIRST AND SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

WHEREAS

The parties have agreed to form and constitute a Limited Liability Partnership under the provisions of the Limited Liability Partnership Act, 2008 to carry on the business of -

1. To carry in India the business of builders, construction, collaboration of real estate activities.
2. To carry in India the business of town planners, infrastructure developers, estate developers, immovable property dealers, real estate agents on commission and brokerage basis, Land facilitators.
3. To buy, purchase, hire, sell immovable property of any tenure or interest anywhere in India

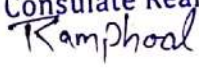
NOW THEREFORE THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT executed in terms of Section 23(1) of the Limited Liability Partnership Act, 2008 WITNESSETH and it is hereby agreed by and between the parties hereto as follows: Subject as hereinafter provided, the Regulations contained in the First Schedule to the Limited Liability Partnership Act, 2008 shall apply to the Limited Liability Partnership.

LLP Agreement

For Consulate Realty LLP

Partner



1
For Consulate Realty LLP

Partner

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1. DEFINITIONS

The word and phrases used in this agreement shall take their interpretation from the word and phrases as defined in the Limited Liability Act, 2008 or as per the rule's circular, Notification or clarification issued by the Central Government pertaining to the said Act.

In case any word or phrase which has not been defined in the manner as detailed above and the same has not been defined in this agreement, then same shall be interpreted in accordance with General Clauses Act, 1897.

2. NAME OF LLP

The LLP shall carry its business in the Name of **CONSULATE REALTY LLP**. The Name of the LLP can be changed with the Consent of Designated Partners and upon the approval of Registrar having competent jurisdiction.

3. REGISTERED OFFICE OF LLP

The Registered Office of the **CONSULATE REALTY LLP** shall be at: PROPERTY NO.13, BLOCK-B SECTOR-23, FIRST FLOOR DWARKA, NEW DELHI, 110077

The LLP may shift the registered office or may open or close any branch office at such other place or places, with the consent of both the parties to the agreement and after obtaining necessary approval from the Appropriate Authorities and filing necessary form with ROC of competent jurisdiction.

4. PROPERTY AND ASSETS OF THE LLP

All the assets created and owned by or acquired and belonging to the **CONSULATE REALTY LLP** including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no Partner shall be entitled to use for themselves any such property otherwise than as a client or customer in its ordinary course of business.

5. TERM OF THE LLP

The Partnership shall commence on the date of registration of the LLP and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement by consent of all Partners for the time being of the LLP.

6. FINANCIAL REPORTING

For the purposes of financial reporting, taxation, and partnership accounting, the fiscal year of the Limited Liability Partnership (LLP) shall commence on the 1st day of April and conclude on the 31st day of March of each calendar year. This specified period shall be consistently observed as the LLP's official fiscal year for all legal, accounting, and operational considerations unless a change is mandated by law or unanimously agreed upon by all partners in a manner compliant with the applicable regulatory stipulations.

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For Consulate Realty LLP

Ramphool
Partner



For Consulate Realty LLP

Ramphool
Partner

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7. PARTNERS

A. ADMISSION OF NEW PARTNER

A new partner shall be inducted only with the consent of both the parties to this agreement.

B. RESIGNATION / RETIREMENT OF PARTNER

- i. Any partner may cease to be partner of the **CONSULATE REALTY LLP** by giving a notice in writing of not less than **thirty days** to the other partners of is intention to resign/ retire as Partner.
- ii. On the expiry of the notice period or at an earlier date at the discretion of any party of this agreement, the resigning / retiring partner shall cease to be a partner in the LLP.

C. CESSATION OF PARTNER

A Partner shall cease to be a partner of the **CONSULATE REALTY LLP**

- i. On his death or dissolution of the LLP.
- ii. If he is declared to be of unsound mind by a competent Court.
- iii. If he has applied to be adjudged as an insolvent or declared as an insolvent or proclaimed offender by the law of the land.

D. EXPULSION OF PARTNER

- i. If any of the partners believe that any act done by the defaulting partner, does not make him worthy for being a partner of **CONSULATE REALTY LLP**, the Partners shall take this matter for arbitration for the expulsion of such partner and the award given by arbitrator shall be binding upon both the parties to this agreement. The partner alleged to be defaulting partner shall get an opportunity to be heard before arbitrator.
- ii. A partner may be expelled by giving a notice of 10 days from the date of the decision given by arbitrator.

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For Consulate Realty LLP

Ashraj

Partner



For Consulate Realty LLP

Ramphool

Partner



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E. RIGHTS OF PARTNERS

- i. All Partners hereto shall have the rights, interest, and title of all the assets and other properties of the **CONSULATE REALTY LLP** in the proportion of their contribution to the capital.
- ii. **RIGHT TO RECEIVE PROFIT OR LOSS:** The Net Profit or Loss of the **CONSULATE REALTY LLP**, as per the financial statements prepared by the LLP, after deduction of all expenses like salaries, interest, and other establishment, shall be divided and distributed among the partners on the close of the financial year in the following.

Sl. No	NAME OF THE PARTNER	PERCENTAGE SHARE
1.	DESH RAJ	99 %
2.	RAMPHOOL	1 %

- iii. The profit-sharing ratio of the Partners may be altered subject to the approval of all Partners, and alteration of the **CONSULATE REALTY LLP's** Agreement to this effect and necessary compliance with all the requirements of the Act and Rules.
- iv. **RIGHT TO RECEIVE REMUNERATION:** Every partner shall be entitled to receive minimum monthly remuneration as specified below, subject to the maximum amount of annual remuneration which could be paid to them. The annual remuneration may be reduced or enhanced looking to the Book profit as per the provision of section 40(b) of the Income Tax Act, 1961. The remuneration shall be payable in accordance with any mode as may be decided upon and can be paid monthly or yearly either in cash or adjusted to their respective accounts at the time of closing of the accounting year/ period.

The LLP shall indemnify and defend its Partners and other officials from and against any and all liability in connection with claims, actions and proceeding (regardless of the outcome), judgement, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and official of the LLP, except for the gross negligence or willful misconduct on the part of the Partner or official seeking indemnification.

- v. **RIGHT TO INTEREST ON FUND CONTRIBUTED:** Each Partner shall be eligible to accrue interest not exceeding twelve percent (12%) per annum, calculated on a pro-rata

LLP Agreement

For Consulate Realty LLP

Desh Raj
Partner



For Consulate Realty LLP

Ramphaal
Partner

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basis relative to the equity shares investment, on the outstanding balance of contribution, capital, current or loan account, or any other respective partner's account. This interest shall be computed and allocated to each Partner's account at the conclusion of the fiscal period, subject to the prevailing rate of interest. Notwithstanding the foregoing, should there be a case of loss or insufficient profits, the interest rate may be adjusted to an amount less than twelve percent (12%) or equal to zero percent (0%) per annum, contingent upon the mutual agreement of all Partners, such agreement to be revisited as necessary.

- vi. **RIGHT TO WITHDRAW FUND:** The said partner shall be entitled to withdraw any amount during the year from the Limited Liability Partnership towards their yearly remuneration, the share of profit or out of their current, loan or capital account from time to time as may be decided among the partners by mutual consent.
- vii. Fund given to **CONSULATE REALTY LLP** as the Contribution, as committed as per the said LLP agreement, shall not be withdrawn unless the said partner ceases to remain as the partner of the LLP.

If there is any debit balance in the account of any partner, interest at the rate of 12%, calculated on a pro-rata basis relative to the equity shares investment, will be payable by the partner.

- viii. **RIGHT TO TRANSFER OR ASSIGNMENT OF RIGHTS:**
 - a. In case, any of the Partners of the **CONSULATE REALTY LLP** desires to transfer or assign his/her interest in the LLP, he/she must first offer the same to another partner, party to this LLP Agreement by giving 30 days written notice.
 - b. In case none of the partners acquire rights of the retiring partner, then the retiring partner can transfer the same to any person other than who is not a partner of this LLP.
 - c. Such assignment or transfer of the share in the profits of the Limited Liability Partnership shall be communicated to all the partners within thirty days from the execution date of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

ix. **THE RIGHT OF VOTING**

Any matter or issue relating to the **CONSULATE REALTY LLP**, including matter relating to change in the nature of business of the Limited Liability Partnership, shall be

LLP Agreement

For Consulate Realty LLP

[Signature]
Partner



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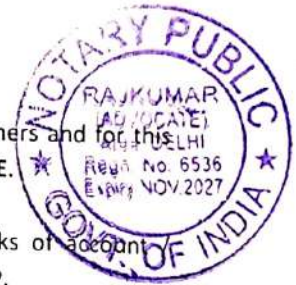
For Consulate Realty LLP

[Signature]
Partner



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decided by a resolution passed with the consent of both the partners and for this purpose, each partner shall have **SINGLE NON-TRANSFERABLE VOTE**.



- x. Every partner has a right to access, inspect and copy any books of account, documents, form, return, report etc. of the **CONSULATE REALTY LLP**.

8. CONTRIBUTION

- A. The capital of **CONSULATE REALTY LLP** shall be the sum of **Rs. 100,000/- (Rupees One Lakh only)** brought in cash / money's worth of any property or services agreed by all partners. Such capital contribution shall be brought in by both the partners in equal proportion as and when required by the LLP and as may be mutually agreed by all the partners.
- B. A separate capital account shall be maintained for each Partner.
- C. Separate Loan Capital and / or Current Capital account shall be maintained for each partner. Share of Profit / Loss, Share of Remuneration and / or Interest on Capital shall be credited / debited to such Loan Capital / Current Capital of each partner. Amount withdrawn as well as additional capital introduced by partners shall be debited / credited to such Loan Capital / Current Capital of each partner.
- D. If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the then Partners.
- E. The obligation of a Partner to contribute (i) money or (ii) other property or benefit or to perform services [in the case of (ii) its money's worth as determined in the agreement with the Partner therefore as equivalent to his share of contribution of capital] to the LLP under clause 5(1) of this Agreement, shall be a debt due from him to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP insofar as every partner may take part in its management. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

9. DUTIES OF PARTNERS

- A. Each Partner shall be just and faithful to the other partners in all transactions relating to the **CONSULATE REALTY LLP**.

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For Consulate Realty LLP

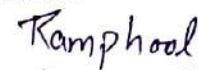

Partner

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For Consulate Realty LLP


Partner

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- B. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- C. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the **CONSULATE REALTY LLP** of any transaction concerning the limited liability partnership.
- D. 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.
- E. In case any of the Partners of the **CONSULATE REALTY LLP** desires to transfer or assign his interest or shares in the LLP he can transfer the same with the consent of all the Partners.
- F. No Partner shall without the written consent of other Partners:
- i. Engage or except for gross misconduct, dismiss any employee of the partnership.
 - ii. Commit to buy any immovable property for the **CONSULATE REALTY LLP**
 - iii. Submit a dispute relating to business of LLP business to arbitration.
 - iv. 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.
 - v. Engage directly or indirectly in any business competing with that of the limited liability partnership.
 - vi. Withdraw a suit filed on behalf of **CONSULATE REALTY LLP**.
 - vii. Admit liability in a suit or proceedings against **CONSULATE REALTY LLP**.
 - viii. Disclose business secrets of the **CONSULATE REALTY LLP** with outsiders.
 - ix. Remit in whole or part debt due to **CONSULATE REALTY LLP**.
 - x. Give any unauthorized security or promise for the payment of money on account on behalf of the **CONSULATE REALTY LLP** except in the ordinary course of business.
 - xi. Draw or accept or endorse unauthorized any bill of exchange or promissory note on **CONSULATE REALTY LLP's** account.

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For Consulate Realty LLP

Partner



For Consulate Realty LLP

Partner

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- xii. Lease, sell, pledge or do other disposition of any of the **CONSULATE REALTY LLP** property otherwise than in the ordinary course of business.
- xiii. Do any act or omission rendering the **CONSULATE REALTY LLP** liable to be wound up by the Tribunal.
- xiv. Derive any profits from any transactions of the **CONSULATE REALTY LLP** or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP.



10. DESIGNATED PARTNERS ATTENTION TO BUSINESS

The Partners being the original Parties hereto and other Partners appointed as designated partners of the **CONSULATE REALTY LLP** shall at all times:

- i. Protect the property and assets of the **CONSULATE REALTY LLP**.
- ii. Devote their attention to the said partnership business diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the partnership.
- iii. Punctually pay their separate debts to the **CONSULATE REALTY LLP**, if any, duly and indemnify the LLP or other Partners towards charges, expenses or costs incurred to protect the assets of the LLP against any failure to do so; and
- iv. Upon every reasonable request, inform the other Partners of all other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.

A. INTIAL DESIGNATED PARTNERS

The following partners shall be the initially designated partners of the said LLP.

Sl. No.	NAME OF THE PARTNER
1.	DESH RAJ
2.	RAMPHOOL

LLP Agreement
For Consulate Realty LLP

Desh Raj
Partner



For Consulate Realty LLP

Ramphool
Partner

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B. APPOINTMENT OF DESIGNATED PARTNER

- i. Any person who is eligible to become partner may be appointed as designated partner of **CONSULATE REALTY LLP**, if it is approved by both the partners subject to the approval of first & Second Party to this agreement.
- ii. The proposed designated partner shall be required to give the consent to be appointed as the designated partner.



C. THE RESIGNATION OF DESIGNATED PARTNER

- i. A designated partner may cease to be a designated partner of the **CONSULATE REALTY LLP** by giving a notice in writing of not less than 30 days to the other partners of his intimation to resign / retire as designated partner.
- ii. On the expiry of the notice period or at an earlier date at the discretion of all parties of this agreement, the resigning / retiring designated partner in **CONSULATE REALTY LLP**.
- iii. Resignation given by a partner with respect to his intention of not being a designated partner, shall not result in resignation / cessation as a partner of the **CONSULATE REALTY LLP** unless the same is also expressed by the resigning designated partner.

D. REMOVAL OF DESIGNATED PARTNER

- i. A designated partner shall be removed from the post of a designated partner with the consent of both the partners.
- ii. On cessation / expulsion of any partner, the said partner shall cease to be a designated partner with effect from the date of his cessation / expulsion.

E. DUTIES OF DESIGNATED PARTNER

Every designated partner is obligated to inform the **CONSULATE REALTY LLP** and other partner for any loss caused as a result of any fraud done by them during the course of the business of the LLP.

11. THE EXTENT OF LIABILITY OF THE LLP

The **CONSULATE REALTY LLP** is not bound by anything done by a partner in dealing with a person if:

- i. The partner is not authorized to act on behalf of the LLP in doing a particular act; and

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For Consulate Realty LLP
Wish Roy
Partner



For Consulate Realty LLP
Ramphool
Partner

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- ii. The person dealing with his / her knows that he / she has no authority or does not know or believe his / her to be a partner of the LLP.
- iii. If the acts of the Designated Partner is forbidden by the Law for the time being in force.

12. DECISION MAKING PROCESS

All decisions including business as maintained in Schedule III, of the Partners shall be taken at meeting of partners called general meetings (Partners meeting) or by designated partner at meeting called executive committee meetings; in both the cases duly called and held by a notice in writing issued by any of the designated partners.

13. MISCELLANEOUS PROVISIONS

- A. Notwithstanding anything said or provided herein, the partners shall have full discretion to modify, alter or vary the terms and conditions of this LLP agreement subject to the provisions of the Limited Liability Partnership act 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced in writing and be signed by all the partners and thereupon and the said writing shall become the part of this LLP agreement.
- B. This LLP Agreement along with the **CONSULATE REALTY LLP's** Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within 30 days of the LLP's registration, and it shall be the responsibility of the Designated Partners of the **CONSULATE REALTY LLP** to comply with the same.
- C. After the **CONSULATE REALTY LLP's** registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at actuals according to the account rendered to the LLP by the Promoter-Partners, with the approval of the general meeting of Partners mentioned herein above.
- D. The **CONSULATE REALTY LLP** shall have a Common Seal and it shall be laid before and adopted at the general meeting mentioned herein above. The Common Seal shall be affixed to any document or contract with approval of at least one Designated Partner of the LLP, on each occasion.

14. ARBITRATION

All disputes between the partners or between the partner and the **CONSULATE REALTY 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. The Venue of the Arbitration shall be Delhi and the Courts in Delhi shall have the exclusive jurisdiction. The Parties shall mutually appoint sole Arbitrator for resolution of the dispute. The Language of the Arbitration shall be English.



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For Consulate Realty LLP

[Signature]
Partner

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For Consulate Realty LLP

[Signature]
Partner

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SUPPLEMENTARY LLP AGREEMENT OF "CONSULATE REALTY LLP"

This Supplementary Agreement of Limited Liability Partnership has been made in Delhi this 12th September 2024.

BETWEEN **DESH RAJ (EXISTING PARTNER)**

Hereinafter called 'the Party of the FIRST PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **FIRST PARTY**.

AND **RAMPHOOL (EXISTING PARTNER)**

Hereinafter called 'the Party of the SECOND PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **SECOND PARTY**.

AND **AJIT PAL SINGH (NEW PARTNER)**

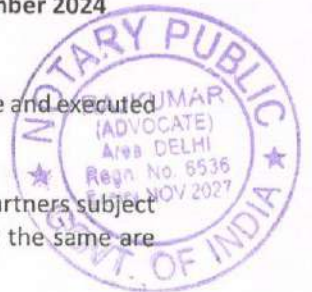
Hereinafter called 'the Party of the Third PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **THIRD PARTY**.

(THE FIRST, SECOND PARTY AND THIRD PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

Whereas the Existing Partners are carrying on the business of "builders, construction, collaboration of real estate activities" under the name and style of "**CONSULATE REALTY LLP**" registered vide "**ACJ-3674**" (hereinafter referred as LLP) at Registered Office "**Property N0.13, Block-B Sector-23, First Floor Dwarka, New Delhi, 110077**" in terms of Limited Liability Partnership Agreement dated **06th September 2024**

Now this Deed witnesseth as follows:

1. This agreement is supplementary to the LLP Agreement dated 06th September made and executed between the Existing Partners.
2. From the date thereof, the said New Partner shall be a partner with the Existing Partners subject to the terms and conditions of the above said LLP Agreement except in so far as the same are varied by this agreement.



For Consulate Realty LLP

Ramphool

Partner

For Consulate Realty LLP

[Handwritten Signature]

Partner



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3. The capital of the LLP shall be Rs. 1,00,000/- contributed by the parties thereto in the manner below mentioned:
 - I. Desh Raj Contribution: Rs 49,000/-
 - II. Ramphool Contribution: Rs 1000/-
 - III. Ajit Pal Contribution: Rs 50,000/-
4. The partners shall be entitled to share the profits and bear the losses of the LLP in proportion to their respective shares in the LLP. Profit sharing ratio is as follows:-

Sl. No	NAME OF THE PARTNER	PERCENTAGE SHARE
1.	DESH RAJ	49 %
2.	RAMPHOOL	1 %
3.	AJIT PAL SINGH (NEW PARTNER)	50%

5. Except as modified by this agreement, the LLP Agreement of date 06th September 2024 shall hereafter be read and construed as if the same had been executed by the Existing Partners and New Partner hereto.

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

FIRST PARTY:

DESH RAJ

For Consulate Realty LLP

Ramphool

SECOND PARTY: **Partner**

RAMPHOOL

For Consulate Realty LLP

THIRD PARTY: **Partner**


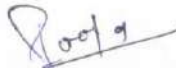
AJIT PAL SINGH



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IN WITNESS WHEREOF, Parties hereunto have signed this agreement on 12th September 2024

<p>WITNESS 1</p> <p>NAME - Mangal Dass</p> <p>ADDRESS - B/112 Sultan puri Delhi - 110086</p>	
<p>WITNESS 2</p> <p>NAME - Roop a</p> <p>ADDRESS - E-10 Uttam Nagar New Delhi - 110059</p>	

End of the Pages



ATTESTED

Notary Public, Delhi

10 OCT 2024

SHCIL

 Warning 

"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence."

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**SUPPLEMENTARY LLP AGREEMENT
OF "CONSULATE REALTY LLP"**

The Supplementary agreement of Limited Liability Partnership has been made at Delhi this 06th November 2024.

BETWEEN **DESH RAJ S/o SH. DAYA RAM R/o BANIHARI (240), MAHENDRAGARH, HARYANA - 123023 (EXISTING PARTNER)**
Hereinafter called 'the Party of the FIRST PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the FIRST PARTY.

AND **RAMPHOOL S/o SH. KRISHAN KUMAR R/o TEEKLA (60), NANGAL TEJU, REWARI, BAWAL, HARYANA - 123501 (EXISTING PARTNER)**
Hereinafter called 'the Party of the SECOND PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the SECOND PARTY.

AND **AJIT PAL SINGH S/o SH. OM PRAKASH R/o 101-A, NEAR MOTHER DAIRY, SECTOR-5, GURUGRAM, HARYANA - 122001 (EXISTING PARTNER)**
Hereinafter called 'the Party of the THIRD PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the THIRD PARTY.

(THE FIRST PARTY, SECOND PARTY AND THIRD PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

Whereas the Existing Partners are carrying on the business of "builders, construction, collaboration of real estate activities, town planners, infrastructure developers, estate developers etc." under the name and style of "CONSULATE REALTY LLP" registered vide registration number "ACJ-3674" (hereinafter referred as LLP) at Registered Office "Property No-13, Block B, Sector-23, First Floor Dwarka, New Delhi - 110077" in terms of Limited Liability Partnership Agreement dated 06th September 2024 and Supplementary LLP Agreement dated 12th September 2024.



Now this Deed witnesseth as follows :


1. This agreement is supplementary to the LLP Agreement dated 06th September and Supplementary LLP Agreement dated 12th September 2024 made and executed between the Existing Partners.

For Consulate Realty LLP

Partner

For Consulate Realty LLP

Partner

For Consulate Realty LLP

Partner

2. From the date thereof, all the terms and conditions of the above said LLP Agreement and Supplementary Agreement are same except in so far as varied by this agreement.
3. That the total capital of the LLP shall be increase from Rs. 1,00,000/- (One Lakh only) to 3,00,00,000/- (Three Crore only) and the capital of Partners ratio shall be changed as follows :-

Sl. No.	NAME OF PARTNER	New Capital Contribution	Old Capital Contribution
1.	DESH RAJ	Rs. 1,47,00,000/-	Rs. 49,000/-
2.	RAMPHOOL	Rs. 3,00,000/-	Rs. 1,000/-
3.	AJIT PAL SINGH	Rs. 1,50,00,000/-	Rs. 50,000/-
	Total	Rs. 3,00,00,000/- (In Word : Three Crore only)	Rs. 1,00,000/- (In Words : One Lakh only)



4. The partners shall be entitled to share the profits and bear the losses of the LLP in proportion to their respective shares in the LLP. Profit sharing ratio is as follows :

Sl. No.	NAME OF PARTNER	Percentage (%) Share
1.	DESH RAJ	49%
2.	RAMPHOOL	1%
3.	AJIT PAL SINGH	50%
	Total	100%



5. Except as modified by this agreement, the LLP Agreement of dated 06th September 2024 and Supplementary LLP Agreement dated 12th September 2024 shall hereafter be read and constructed as if the same has been executed by the existing partners hereto.

For Consulate Realty LLP

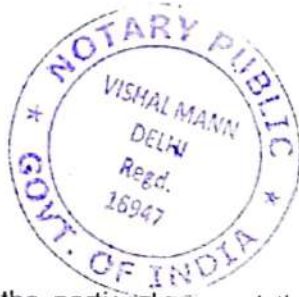
[Signature]
Partner

For Consulate Realty LLP

[Signature]
Partner

For Consulate Realty LLP

Ramphool
Partner



Certificate No.: IN-DL81943308212017W

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

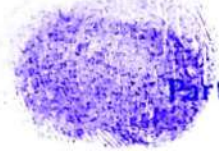
CONSULATE REALTY LLP

(LLPIN : ACJ-3674)

For Consulate Realty LLP

Desh Raj

(First Party)



Partner

For Consulate Realty LLP

Ramphool

(Second Party)

Ramphool
Partner



For Consulate Realty LLP

Ajit Pal Singh
Ajit Pal Singh

(Third Party)

Partner

Witness:

a) Name: Gurdeep Kumar Dhilloni

Aadhaar No. 247812440100

Address: H.No 181 Col F KAS NAGAR PART II

Signature: *Gurdeep*

b) Name: Karan Johar

Aadhaar No. 8871 0572 3776

Address: H.No. 1051/GH-14, Paschim Vihar, New Delhi

Signature: *Karan Johar*

ATTESTED

[Signature]
Notary Public, Delhi

11 NOV 2024





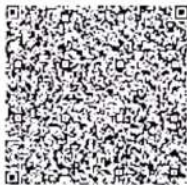
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 Certificate Issued Date : 21-Dec-2024 10:40 AM
 Account Reference : SHCIL (F)/ dl-shcil/ JANAK/ DL-DLH
 Unique Doc. Reference : SUBIN-DL DL-SHCIL59104991014141W
 Purchased by : SHASHIKALA
 Description of Document : Article 46 Partnership
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : CONSULATE REALTY LLP
 Second Party : NA
 Stamp Duty Paid By : CONSULATE REALTY LLP
 Stamp Duty Amount(Rs.) : 5,000
 (Five Thousand only)



Please write or type below this line

For Consulate Realty LLP

[Signature]
Partner

For Consulate Realty LLP

[Signature]
Partner

For Consulate Realty LLP

[Signature]
Partner



For Consulate Realty LLP

[Signature]
Partner

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Rajiv

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SUPPLEMENTARY LLP AGREEMENT OF "CONSULATE REALTY LLP"

This Supplementary Agreement of Limited Liability Partnership has been made in Delhi this 21st December 2024.

BETWEEN DESH RAJ S/o SH. DAYA RAM R/o BANIHARI (240), MAHENDRAGARH, HARYANA -123023 (RETIRING PARTNER) (DPIN:09769635)

Hereinafter called 'the Party of the FIRST PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the FIRST PARTY.

AND RAMPHOOL S/o. SH. KRISHAN KUMAR R/o TEEKLA (60), NANGAL TEJU, REWARI, BAWAL, HARYANA -123501 (DESIGNATED CUM RETIRING PARTNER) (DPIN:10771327)

Hereinafter called 'the Party of the SECOND PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the SECOND PARTY.

AND AJIT PAL SINGH S/o SH. OM PRAKASH R/o 101-A, NEAR MOTHER DAIRY SECTOR-5, GURUGRAM, HARYANA-122001(DESIGNATED CUM EXISTING PARTNER) (DPIN:07336475)

Hereinafter called 'the Party of the Third PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the THIRD PARTY.

AND NEHA SEHRAWAT D/o DESH RAJ R/o FLAT NO 59, ROHIT CGHS LTD, PLOT NO 30, SECTOR 10, DWARKA, NEW DELHI-110075 (DESIGNATED CUM NEW PARTNER) (DPIN:10849956)

Hereinafter called 'the Party of the Fourth PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the FOURTH PARTY.

For Consulate Realty LLP

Partner

For Consulate Realty LLP

Rampool
Partner

For Consulate Realty LLP

Partner



For Consulate Realty LLP

Neha
Partner





(THE FIRST, SECOND, THIRD AND FOURTH PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER/DESIGNATED PARTNER AND COLLECTIVELY AS PARTNERS/DESIGNATED PARTNERS)

Whereas the Existing Partners are carrying on the business of "builders, construction, collaboration of real estate activities" under the name and style of "CONSULATE REALTY LLP" registered vide registration number "ACJ-3674" (hereinafter referred as LLP) at Registered Office "Property NO.13, Block-B Sector-23, First Floor Dwarka, New Delhi, 110077" in terms of Limited Liability Partnership Agreement dated 06th September 2024 and Supplementary LLP Agreement dated 06th November 2024 and 12th September 2024.

Now this Deed witnesseth as follows:

1. This agreement is supplementary to the LLP Agreement dated 06th September and Supplementary LLP Agreement dated 06th November 2024 and 12th September 2024 made and executed between the Existing Partners.
2. From the date thereof, Neha Sehrawat shall be admitted as New Partner and Desh Raj and Ramphool shall be the Retiring Partner from LLP as per all the terms and conditions of the above said LLP Agreement and Supplementary Agreements thereof except in so far as varied by this agreement.
3. That the total capital of the LLP shall be remain same as Rs. 3,00,00,000/(Three Crore Only)- vide Supplementary LLP Agreement dated 06th November 2024.
4. That due to change in partners the Capital Ratio of the Partners has been changed, hence the new capital introducing ratio shall be changed as under:

(in Rs.)

Sl. No	Name of Partner	New Capital Contribution	Old Capital Contribution	Old Capital Contribution	Old Capital Contribution
		Supplementary Agreement Dated 21 st Dec 2024	Supplementary Agreement Dated 06 th Nov 2024	Supplementary Agreement Dated 12 th Sept 2024	Original Agreement Dated 06 th Sept 2024
1.	Desh Raj* (Retiring Partner)	-	1,47,00,000/-	49,000/-	99,000/-
2.	Ramphool** (Retiring Partner)	-	3,00,000/-	1,000/-	1,000/-
3.	Ajit Pal Singh *** (Existing Partner)	1,86,96,000/-	1,50,00,000/-	50,000/-	-



For Consulate Realty LLP

For Consulate Realty LLP

For Consulate Realty LLP

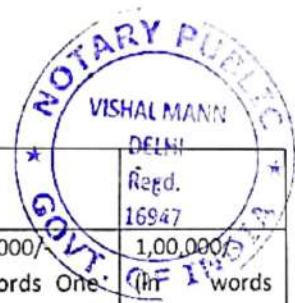
Partner

For Consulate Realty LLP Partner

Partner

Neha
Partner





4.	****Neha Sehrawat (New Partner)	1,13,04,000/-	-	-	1,00,000/-
	Total	3,00,00,000/- (In words Three Crore Only)	3,00,00,000/- (In words Three Crore Only)	1,00,000/- (in words One Lakh Only)	1,00,000/- (in words One Lakh Only)

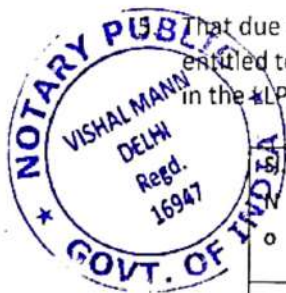
*Out of the total capital receivable amounting to Rs 1,47,00,000/- from Desh Raj as per Supplementary Agreement Dated 06th Nov 2024, Rs 1,52,00,000/- has been received. As the Desh Raj is retiring from the LLP out of total amount received amounting to Rs. , Rs 1,40,00,000/- has been refunded to him till date and balance Rs 12,00,000/- will be refunded back. Thereafter Retiring Partner Desh Raj shall have no outstanding balance and no legal right/ claim against the said LLP and its partners.

** Out of the total capital receivable amounting to Rs 3,00,000/- from Ramphool, complete amount of Rs 3,00,000/- is received till date which will be refunded back. Thereafter Retiring Partner Ramphool shall have no legal right and claim against the said LLP and its partners.

***Out of the total capital receivable amounting to Rs 1,86,96,000/- from Ajit Pal Singh, an amount of Rs 1,50,00,000/- has already been received till date. Balance amounting to Rs. 36,96,000/- shall be introduced by Ajit Pal Singh in the said LLP.

****Out of the total capital receivable amounting to Rs 1,13,04,000/- from Neha Sehrawat, an amount of Rs 90,00,000/- has already been received till date. Balance amounting to Rs. 23,04,000/- shall be introduced by Neha Sehrawat in the said LLP.

That due to change in partners, there is change in the profit sharing ratios. The partners shall be entitled to share the profits and bear the losses of the LLP in proportion to their respective shares in the LLP. Profit sharing ratio is as follows: -



Name Of the Partner	New Percentage Share	Old Percentage Share	Old Percentage Share	Old Percentage Share
	Supplementary Agreement Dated 21 st Dec 2024	Supplementary Agreement Dated 06 th Nov 2024	Supplementary Agreement Dated 12 th Sept 2024	Original Agreement Dated 06 th Sept 2024

For Consulate Realty LLP

[Signature]
Partner

For Consulate Realty LLP

Ramphool
Partner

For Consulate Realty LLP

Neha
Partner

For Consulate Realty LLP

[Signature]
Partner



1.	Desh Raj (Retiring Partner)	-	49%	49%*	99%
2.	Ramphool (Retiring Partner)	-	1%	1%	1%
3.	Ajit Pal Singh (Existing Partner)	62.32%	50%	50%	-
4.	Neha Sehrawat (New Partner)	37.68%	-	-	-
	Total	100%	100%	100%	100%

6. Except as modified by this agreement, the LLP Agreement of date 06th September 2024 and Supplementary LLP Agreement dated 06th November 2024, and 12th September 2024 shall hereafter be read and construed as if the same had been executed by the Existing Partners hereto.

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

For and on behalf of

CONSULATE REALTY LLP
(LLPIN- AGL-3474)
For Consulate Realty LLP
Partner

DESH RAJ
(First Party/Retiring Partner)

For Consulate Realty LLP
Ramphool

RAMPHOOL Partner
(Second Party/Designated Cum Retiring Partner)

For Consulate Realty LLP
Ramphool.

AJIT PAL SINGH Partner
(Third Party/Designated Cum Existing Partner)



For Consulate Realty LLP

NEHA SEHRAWAT Partner
(Fourth Party/Designated Cum New Partner)

Neha



IN WITNESS WHEREOF, Parties hereunto have signed this agreement on 21st December 2024

<p>WITNESS 1</p> <p>NAME - Abhishek Sehrawat</p> <p>ADDRESS - 17, Amberkhal, Sec - 19, Dwarka</p>	<p></p> <p></p>
<p>WITNESS 2</p> <p>NAME - Pooja Sehrawat</p> <p>ADDRESS - B, 59, Kirti Apartments Sec-10, Dwarka</p>	<p></p>



End of the Pages

ATTESTED

Notary Public, Delhi

21 DEC 2024