भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

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INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL P 995042

THIS NON-JUDICIAL STAMP PAPER FORMS PART AND PARCEL OF THE RECONSTITUTED LIMITED LIABILITY PARTNERSHIP AGREEMENT OF GUINDY INFOCITY LLP EXECUTED ON 19TH DAY OF SEPTEMBER, 2025.

(1)	(2)	**For Alwarpet Properties Private Limited**
Chandrakant Kankaria	**Harsh Kankaria**	**Rahul Shukla** Authorized Signatory
(Retiring Designated Partner 1)	(Retiring Designated Partner 2)	(Retiring Partner 1)
(4)	(5) Manisha Chordia	(6)
Prassan Kumari Chordia	**Manisha Chordia**	**Binod Chand Kankaria**
(Retiring Partner 2)	(Retiring Partner 3)	(Continuing Designated Partner)
(7) Isha Khaitan	(8) Yashodhara Khaitan	
Isha Khaitan	**Yashodhara Khaitan**	
(Incoming Designated Partner 1)	(Incoming Designated Partner 2)	

LIMITED LIABILITY PARTNERSHIP AGREEMENT

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

This Reconstituted Limited Liability Partnership Agreement is executed on this 19th day of September, 2025

BY AND BETWEEN

1. **Mr. Chandrakant Kankaria,** aged 51 years Son of Mr. Binod Chand Kankaria, residing at No.22, C-4 Park Residences, Velliyan Street, Kotturpuram, Chennai- 600 085 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **CK or First Party or Retiring Designated Partner 1;**

2. **Mr. Harsh Kankaria,** aged 45 years, Son of Mr. Lalit Kumar Kankaria, permanently residing at 2A, Queens Park, Kolkata -19 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **HK or Second Party or Retiring Designated Partner 2;**

3. **Alwarpet Properties Private Limited,** [CIN: U70101TN2014PTC095744] a Private Limited Company, incorporated under the Indian Companies Act, 1956, having its registered office at No.1, SIDCO Industrial Estate, Guindy, Chennai-600 032, represented by its Authorised Signatory, Mr. Rahul Shukla [DIN:09128126] which expression shall unless repugnant to the context mean and include their successors-in-interest and permitted assigns hereinafter called **APPL or Third Party or Retiring Partner 1;**

4. **Mrs. Prassan Kumari Chordia,** aged 59 years, Wife of Mr. Ajit Kumar Chordia residing at No.5/3, Valliammai Achi Street, Kotturpuram, Chennai – 600085 which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **PKC or Fourth Party or Retiring Partner 2;**

5. **Mrs. Manisha Chordia** aged 51 years, Wife of Mr. Bharat Kumar Chordia residing at Old No.38, New No.4, A.B.M Avenue boat club R.A Puram, Chennai -600028 which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **MC or Fifth Party or Retiring Partner 3;**

6. **Mr. Binod Chand Kankaria,** aged 73 years Son of Mr. Parasmal Kankaria, residing at 2A, Queens Park, Kolkata -19 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **BCK or Sixth Party or Continuing Designated Partner;**

7. **Mrs. Isha Khaitan,** aged 39 years, daughter of Mr. Sandip Kanoria, residing at No.10, Queens Park, Ballygunge, Kolkata - 700019 which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **IK or Seventh Party or Incoming Designated Partner 1;**

8. **Mrs. Yashodhara Khaitan,** aged 68 years, daughter of Mr. Jagdish Prasad Goenka, residing at No.10, Queens Park, Ballygunge, Kolkata – 700019 which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees, executors, administrators, legal representatives and permitted assignees and hereinafter called the **YK or Eighth Party or Incoming Designated Partner 2;**

The Retiring Partner 1, Retiring Partner 2 and Retiring Partner 3 are hereinafter collectively referred to as Retiring Partners

The Seventh and Eight Party shall be referred to as New Incoming Designated Partners.

The Retiring Designated Partners, Retiring Partners, Continuing Designated Partners and New Incoming Designated Partners shall be collectively hereinafter referred to as "Parties" and individually as a "Party"

WHEREAS,

I. The LLP as defined hereunder was formed vide LLP Agreement dated 24th April, 2019 under the name and style of **"GUINDY INFOCITY LLP"** (hereinafter referred to as "LLP").

II. The LLP was first reconstituted vide Amendment Agreement dated 18th January, 2022 to effect induction of New partner and change in Partners share of contribution in the way of increase/decrease in the ratio of contribution without any change in the overall Capital Contribution of the LLP.

III. The LLP further reconstituted vide Amendment Agreement dated 07th April, 2022 to effect induction of Sixth Party as New Designated Partner of the LLP in addition to the Existing Designated Partners of the LLP.

IV. The Retiring Partners have disclosed their intent to retire from the LLP and it is now proposed to induct the Seventh Party and Eight Party as Designated Partners of the LLP.

V. The New Incoming Designated Partners of the LLP have consent to be inducted into the LLP and have agreed to contribute a sum of Rs. 47,500/- each aggregating to Rs. 95,000/- into the LLP as their capital contribution.

VI. The Continuing Designated Partner has agreed to contribute a sum of Rs. 4,375/- as additional capital contribution into the LLP.

VII. The credit balance standing in the capital account of the Retiring Designated Partners and Retiring Partners shall be paid to them upon this reconstitution by the LLP.

VIII. In view of the aforesaid, the Parties are executing this reconstituted LLP Agreement to record the rights and obligations with regard to the capitalization, management and operation of the Limited Liability Partnership (the LLP);

NOW THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. **NAME OF LLP:**

The Limited Liability Partnership shall be carried on in the name and style of **GUINDY INFOCITY LLP** and hereinafter called as **LLP.**

2. **REGISTERED OFFICE:**

The Registered office of the LLP shall be at No.4, Sunny Park, Ballygunge, Kolkata 700019, West Bengal, India and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

3. **BUSINESS OF LLP:**

The business of the LLP shall be of providing infrastructural facilities which is morefully described in the Schedule I of this Agreement.

4. **CAPITAL CONTRIBUTION:**

a) The capital of the LLP shall be Rs.1,00,000/- (Rupees One Lakh Only) which shall be contributed by the Partners in the following proportion: -

2.	Yashodhara Khaitan	47,500	Forty Seven Thousand Five Hundred	47.50%
3.	Binod Chand Kankaria	5,000	Five Thousand	5.00%

b) The contribution of each partner shall be accounted for and disclosed in the Accounts of the LLP along with nature of contribution and amount.

c) Further Capital contribution required may be brought by cheque drawn in the name of LLP. Incorporation expenses can be considered as capital contribution brought by partner/s as may be agreed between the Parties.

d) Capital contribution may also be the PROPERTY belonging to the Partners. The said amounts shall be treated as the additional capital of the respective PARTNERS. Any other Contribution of the partner constituting of tangible, intangible, Moveable or immoveable property or other benefits brought as contribution by way of an agreement or contract for services shall be valued by a practicing Chartered Accountant or by a practicing Cost Accountant or by approved valuer from the panel maintained by the Central Government.

e) Increase of Capital Contribution of the LLP shall be subject to unanimous consent of the partners.

f) Any change in Capital Contribution is not a change in LLP covenants unless and otherwise such changes are written down by unanimous consent of the partners.

g) Capital contribution shall not be made by capitalization of profits of LLP or funds lying to the Credit of partners.

h) A separate Capital Account shall be maintained for each partner.

i) If at any time any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the partners. Loans advanced or deemed as advanced by the partners to the LLP shall not be convertible into such capital contribution.

5. NUMBER OF PARTNERS:

There shall be no limit on the number of partners to be admitted at any time and from time to time by changing the provisions of this LLP Agreement, if necessary, and as required, subject to its acceptance by all the existing Partners at a meeting of theirs or otherwise confirmed in writing.

6. ADMISSION OF NEW PARTNER:

a) No person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his/her prior consent to act as Partner of the LLP

b) The incoming partner shall bring minimum contribution as may be mutually agreed to between the parties to this agreement.

c) The Profit sharing ratio of the incoming partner will be mutually agreed to between the parties to this agreement.

7. PROFITS SHARING:

The profits and losses of the LLP would be determined at the end of each financial year in accordance with the provisions contained hereinafter and the same would be shared and / or borne by the Partners in the ratio of their share of contribution in the LLP as tabled below: -

S.No	Parties Name	Profit Sharing in %
1.	IK	47.50

8. MEETING:

a) A meeting of partners of may be called, convened and held in respect of any matter connected with or incidental to the affairs of LLP as partners may deem fit. Every such meeting shall be known as a meeting of partners of the LLP.

b) All the matters related to the LLP shall be decided by a resolution passed in a meeting of partners and matters as listed in Schedule II shall be passed by unanimous consent of all the partners.

c) The meeting of the Partners may be called by sending prior notice to all the partners at their residential address or by mail at the e-mail id provided by the individual Partners in writing to the LLP.

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

e) With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing or any other mode permitted under the LLP Act.

f) The limited liability partnership shall ensure that decisions taken by it are recorded in the minutes and are kept and maintained at the registered office of the LLP.

g) Minutes of meeting drawn shall be signed by the partners who have attended the meeting clearly showing the name of the partners who has signed the Minutes and date on which he has signed, before the recording the minutes as stated in supra, if any of the partner ceases to be a partner, signature by other partners are sufficient compliance of requirement of this clause.

h) A partner may request the LLP to call for a meeting of partners to discuss any matters relating to the LLP. Meeting shall be called within 15 days of receipt of request without fail and convened following the procedure under this Agreement.

9. CHAIRMAN:

The Chairman of the Meeting will be elected by the Partners at every meeting.

10. RIGHTS OF PARTNER:

a) Every partner shall have equal rights, title and interest in all the assets and properties in the said LLP.

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

c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not uses the name of the LLP to carry on the said business.

d) 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 equivalent to his/her share of contribution of Capital] to the LLP under this Agreement, shall be a debt due from him to the LLP.

e) 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.

g) The LLP shall have a Seal. The Seal shall be affixed to any document or contract with approval of and in the presence of the Designated Partners of the LLP.

h) All the assets owned by or belonging to the 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 himself any such property otherwise than as a client or customer.

11. DUTIES OF PARTNERS:

a) Every partner shall account to the limited liability partnership for any benefit derived by him/her without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him/her of the property, name or any business connection of the limited liability partnership.

b) Every partner shall indemnify the limited liability partnership and the other existing partner/s for any loss caused by his/her fraud in the conduct of the business of the limited liability partnership.

c) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his/her legal representatives.

d) Every partner shall intimate change in his/her name, address to the LLP in Form 6 for the purpose of sub section (2) of LLP Act.

e) No partner shall without the written consent of the LLP –

I. 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.

II. Lend money or give credit on behalf of the LLP or to have any dealings with any persons, LLP 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 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 LLP property or any part thereof may be seized.

IV. Assign, mortgage or charge his or her share in the 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 LLP except upon the written consent given by the other partner/s.

VI. Engage directly or indirectly in any business competing with that of the LLP

VII. Enter into any bail or surety for any person knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered except in normal course of business of the LLP.

f) Each partner shall:-

I. Punctually pay and discharge the separate debts and engagement and indemnify other partners and the 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 the case may be required for the fulfillment of the objectives of the LLP business and they all shall be the working partners.

12. DESIGNATED PARTNER AND DUTIES:

a) The First Party [Chandrakant Kankaria], Seventh Party [Usha Khaitan] and the Eight Party

b) 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.

c) The LLP shall pay such remuneration to the Designated Partner as may be decided by all the Partners, for rendering his/her services as such.

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

e) Designated Partners shall furnish copy of balance sheet and profit and loss account forthwith to all the partners for every financial year.

f) Designated Partners shall place the accounts forthwith before the meeting of LLP.

g) LLP's statement of account shall be signed by the Designated Partners.

13. INTEREST ON CAPITAL OR LOANS:

Interest can be chargeable with the consent of the Partners on the capital contributed or loan given and such rate shall be governed by LLP Act and rules thereto. Such capital or loan as given by each of the partners and standing to his/her credit as on the first day of each calendar month for the previous month out of the gross profit of the LLP business shall be credited in the respective accounts, and such interest shall be cumulative such that any deficiency in one financial year shall be made out of the gross profits of any succeeding year or years. For this purpose, the financial year shall be the twelve months from the first of April to the thirty first of March next. The rate of interest shall not be more than the rate of interest offered to any other lender who is not a partner.

14. DRAWINGS:

Each partner may draw out of the LLP funds as drawings from the credit balance of his/her income account any sum as the partners may decide in writing mutually from time to time, subject to such drawls to be duly accounted for in each yearly settlement of account division of profits of the LLP at the end of each financial year, and the same shall be duly adjusted to the actual due to or from the LLPby refunds or further drawls, as the case may be as required. Interest as agreed by the partners shall be charged on the drawings when the partners' current account shows debit balance.

15. RESERVE FUND:

With consent of all partners from time to time LLP may create reserve fund out of the net profits arrived at in the annual statements of accounts of the LLP as general reserve fund account and be invested separately in such securities or otherwise with the consent of partners in the name of LLP immediately after creation of reserve. Such reserve fund accumulated shall be utilized for meeting extraordinary losses or expenses or for such other purposes including the renewal of any part of the building or other long term assets of the LLP in any way as mutually agreed upon by all the partners of the LLP including the partners being the parties hereto.

16.CESSATION OF EXISTING PARTNERS:

a) A partner cannot be expelled by any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose and

b) Any person shall cease to be a partner on becoming insane or insolvent.

17.DEATH OR VOLUNTARY RETIREMENT AND INSOLVENCY OF PARTNERS:

the capital and effects of the LLP and of all unpaid interest due to him or from him and profits or losses up to the date of his/her retirement, and any amounts which is due to him shall be paid within 30 days of the retirement and audited accounts being completed till the date of the retirement as certified by the auditor for the time being of the LLP. The said statement of account shall include the retiring Partner's share of profit and loss for the period from the beginning of the financial year in which his/her retirement occurs until the end of the calendar month in which the event takes place. It is agreed that there shall not be any upward revaluation of assets and the Retiring Partner is not entitled to any Goodwill.

b) Upon insolvency of a Partner, his/her rights, title and interest in the LLP shall come to an end and accounts would be done in the manner set out in Clause 17.a.

c) Upon the death of any of the Partner/s, any one of his/her heirs or nominees will be admitted as a Partner of the LLP in place of such deceased Partner with the consent of all the legal heirs. Such legal heirs of the deceased Partner shall become entitled to all the right, title and interest of such deceased Partner in the LLP. If, in the event, all of the heirs of the deceased partner opt not to become a Partner of the LLP, the deceased partner rights, title and interest in the LLP shall come to an end and accounts would be done in the manner set out in **Clause 17.a.** The Existing Partners are eligible to refuse admission to any of the heirs of the Deceased Partner to the LLP and in such event the Deceased Partner's Account will be settled as per **Clause 17.a.** and his/her legal heirs will be paid the amounts due to the Retiring Partner on their proving their eligibility.

18. EXTENT OF LIABILITY OF LLP:

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

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

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

19. INDEMNITY:

Any acts or all acts done in the bonafide interest of the LLP shall be indemnified by the partners and designated partners of LLP.

20. INSURANCE:

It shall be sole the responsibility of Designated Partners to insure all the fixed assets and intellectual properties of the LLP from time to time. The designated Partner shall be liable for any loss in property on account of their negligence in exercising this duty.

21.BOOKS OF ACCOUNTS:-

a)The LLP shall keep books of accounts which are sufficient to show and explain LLPs transactions and such as to disclose the financial position of the LLP at that time and enable the partners to ensure that any Statement of Account and Solvency prepared under the provisions of the Act.

b) The books of account shall contain

i)particulars of all sums of money received and expended by the LLP and the matters in respect of which the receipt and expenditure takes place.

ii)a record of the assets and liabilities of the LLP

iii)any other particulars which the partners may decide.

c) The books of account which a limited liability partnership is required to keep shall be preserved for eight years from the date on which they are made.

The accounts of LLP shall be audited if the turnover exceed in any financial year, forty lakh rupees or contribution of the LLP exceed twenty five lakh rupees or all the partners have decided to conduct audit of the LLP for each financial year.

In maintaining accounts and audit, generally accepted accounting standards and auditing practices shall be followed subject to provisions of LLP Act and Rules made there under.

23. MISCELLANEOUS PROVISIONS:

a) 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.

b) The books of accounts of the LLP shall be kept at the registered office of the LLP for the reference of all the partners.

c) The accounting year of the 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 LLP till 31st March of the subsequent year.

d) It is expressly agreed that the bank account of the LLP shall be operated severally by the designated partners or by any other persons as may be duly authorized by the Partners at the meeting of the LLP.

e) All disputes between the Partners or between the Partner and the 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.

f) Courts in Kolkata alone under whose jurisdiction registered office of the LLP is situated shall have exclusive jurisdiction for all matters under the LLP Agreement to the exclusion of courts. Law in force in India shall apply.

g) The provisions of LLP Act and Rules thereto shall apply if anything is repugnant to this LLP Agreement.

24. TERMINATION & DISSOLUTION & WINDING UP:

a) Termination & Dissolution:

If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its business as a solvent entity, a majority in value of the Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.

b) Winding Up:

The partners of the LLP shall unanimously agree to wind up the affairs of the LLP either voluntarily or through Tribunal for the specific violations as mentioned in Section 64 of the Act. The Designated Partner shall be the sole authority at the time of winding up of the affairs of the LLP.

25. ARBITRATION:

In the event of any dispute or difference of opinion between the parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion

If a Compromise is not reached, either party may forthwith send to the other, notice in writing of the existence of such question, dispute or differences and the same shall be referred to Arbitration by three Arbitrators, one to be nominated by each party and the said two Arbitrators shall appoint a third Arbitrator and the award made in pursuance thereof shall be final and binding on the parties. The Arbitration Proceedings shall be governed in accordance with the Arbitration and Conciliation act, 1996. The Arbitration shall be conducted in English language and the venue of such Arbitration shall be in the City of Kolkata.

26. NOTICES:

a) To the LLP – Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP.

b) To a Partner – Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner at the registered office of the LLP or by sending the same by registered post to his usual or last known address registered with the LLP.

27. GENERAL:

Entire agreement, Severability & Waiver–

a) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.

b) If any part of this Agreement is held by any Court or authority of Competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.

c) Partners and LLP to ratify this agreement to be bound – This Agreement shall become valid to bind the LLP on its incorporation on its being ratified by all of its partners both for themselves and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.

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

1. Name: L. Rupavathi

Address: No.1, SIDCO Industrial Estate Chennai-32

Signature: L. Rupavathi

2. Name: N. Harishbabu

Address: No.1, SIDCO Industrial Estate, Guindy, Chennai-600032.

Signature: N. [signature]

Schedule I

MAIN BUSINESS OBJECTS OF THE LLP

1.To Carry on the business of providing Infrastructural facilities such as to construct, build, develop, lay-out, maintain, operate, erect, alter, modify, repair, handle, own and transfer and provide commercial and residential infrastructural facilities, services, projects and general infrastructural activities, including but not limited to

(a) Industrial Commercial and Social Development and Maintenance: -

Real estate development, including commercial buildings, commercial premises, office complexes, industrial park, IT/ITEs Parks, special economic zone, tourism, including hotels, convention centers and entertainment centres, public markets and buildings, trade fair, convention, exhibition, cultural centers, sports and recreation infrastructure, public gardens, landscapes and parks, construction of educational institutions, hospitals and other urban development including solid waste management systems, sanitation and sewage systems and other basic infrastructures etc.,

(b) Housing: -

Development of townships, construction of residential premises, Urban and rural housing including public / mass housing, affordable housing, slum rehabilitation, common living spaces and other allied activities such as drainage, lighting, laying of roads, sanitation and facilities.

(c)Water Management and Agriculture:-

Water supply or distribution, irrigation and water treatment, storage facilities, construction relating to projects involving agro-processing and supply of inputs to agriculture, construction for preservation and storage of processed agro-products, perishable goods.

(d)Power and Telecommunication and Petroleum and Natural Gas:-

i. Generation of power through thermal, hydro, nuclear, fossil fuel, wind and other renewable sources, transmission, distribution or trading of power by laying a network of new transmission or distribution lines, domestic satellite services, network of trunking, broad band network and internet services.
ii. To procure, erect, install, maintain, operate and run wind and/or water, thermal, electric generators, turbines, solar systems and other apparatus and other devices, appliances, work station to generate and accumulate electricity through renewable source of energy.
iii. To carry on business of development maintaining infrastructural facilities for the generation, accumulation, distribution, supply of electricity, and to run and extend these facilities to such concerns, bodies and agencies on such terms and conditions as may be laid down and determined by the partners of the LLP as they deem fit and proper.
iv. Exploration and production, import terminals, storage terminals, transmission networks, distribution networks including city gas infrastructure.

(e)Transportation:-

i. Multi level two, three, four wheeler, Truck, Commercial vehicle, buses and other vehicles parking, pathways, landscapes, roads, national high ways, state highways, major district roads, other district roads, village roads, toll roads, bridges, highways roads transport providers and other road-related services.
ii. Rail system, rail transport providers, metro rail roads and other railway related services.
iii. Ports, including waterways, coastal shipping including shipping lines and other port related services.
iv. Aviation, including airports, heliports, airlines and other airport related services and logistics services.

devices and metering devices, environment related infrastructure, disaster management services, preservation of monuments and icons, emergency services (including medical, police, fire and rescue) and such other general infrastructural facilities as prescribed by the Government from time to time.

2. To carry on the business of construction, builders, dealers, contractors,subcontractors,engineers, colonizers, town planners, developers, surveyors, valuers, appraisers, decorators, furnishers, dealers, sub-contractors, manufacturers of prefabricated and pre casted houses, and to act as agents, contractors and developers of real estates, residential complexes, flats, enclaves, commercial complexes, multistory buildings, shops, restaurants, common living spaces, spa, resorts, amusement parks, etc., and to carry on all types of construction activities, and act as consultants, advisors, technical consultants and collaborators for all kinds of construction activities in India and abroad and to undertake all civil, mechanical, electrical works, all types of infrastructure facilities like DBOM (Construction cum License to Operate and Maintain), BOOT (Built, Operate, Own and Transfer), BOT (Built, Operate and Transfer), BOLT (Built, Operate, Lease and Transfer), BOO (Built, Operate and Own) in India or abroad either or its own or with joint venture with any other Indian or Foreign participant.

3.To plan, design, estimate, model, re-design, deal with central, state and other public, private concerns, bodies and agencies for developing maintaining and running infrastructural facilities or enter into contracts or arrangements with any authorities, Government, Semi-Government, department or water works, electric, port and dock authority Government, Local, Railway, Steamship Companies, municipal, local or otherwise that may seem conducive to the LLP's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the LLP may think it desirable to obtain and to carry out exercise and comply with such arrangements, rights, privileges and concessions.

4. To carry on all the business of builders, real estate-developers, contractors, sub-contractors, dealers and by advancing money to and enter into contracts and arrangements of all kinds with builders, tenants, occupiers and others, land development, service apartments, serviced plots, constructions of residential and commercial premises including business centers and offices, securing lands, private or Government for formation and development of town ships, and to deal in and act as agents for lands, buildings, factories, houses, flats and other residential and commercial plots, and construct / maintain and alter residential, commercial, industrial plots and properties and sale or lease them out by providing with all modern amenities and development thereof and securing capital, funds and raising loans for construction and advancing to other organizations for similar purposes.

5.To carry on in India or elsewhere any of the business of trading, buying, selling, reselling, leasing, promoting, marketing or supplying, as traders, dealers, agents, whatsoever dealing in infrastructural facilities, logistic services, real estate development including industrial park or special economic zone, urban and rural housing including group housing and other allied activities such as drainage, lighting, laying of roads, sanitation and facilities or promoting such businesses, directly or indirectly, including by way of investments in shares, stocks, units, debentures, debenture stock, bonds, mortgages, obligations and securities of any kind, granting debts; that engage in similar businesses envisaged in all or any of the main objects of this LLP or other flourishing business if any, and also to provide services, advice, consultancy in making business plans, identifying and sourcing locations for such businesses.

6.To deal in all kinds of property services, property management services, facility management services, operational and management services including but not limited to administer, maintain, repair, supervise, manage, refurbish, renovate, restore and also provide services such as housekeeping, masonry, reclamations, sewage, electrical, gas, security, sanitation, health and safety, leasing, marketing and risk management services to residential and commercial complexes, industrial townships, industrial parks, information tech parks, software parks, industrial estates, special economic zones, industrial estates, industrial warehouses, ports, commercial retail space, residential township, vacation properties, office blocks, residential and service apartments, bungalows, houses, buildings, old age homes, hostel, mansions, godowns, warehouses, penthouse, resorts, entertainment area, resorts, docks, harbors, wharves, canals, water courses, reservoirs, embankments irrigation, and erections of any kind and other general infrastructural ventures.

8.To hold investment, in companies under the same management or other companies, having same objects or not, by way of investing, acquiring, holding, subscribing, purchasing or procuring any kind of securities or any other form of capital contribution, share in partnership or limited liability partnership firms or any other body corporates' and to take part in the promotion or formation of any other company, firm, bodies corporate and to support such companies by giving loans or to provide guarantee or security for their principle activities.

9. To give corporate guarantee, security to any person, firm, body corporate and other undertakings whether in the same management or not in respect of loans/credit facilities extended to them by the Banks, financial institutions and others and/or charge the movable properties including receivables and immovable properties of the LLP as security for the loans borrowed by the aforesaid entities for their principle activities.

10.To acquire by purchase, lease, exchange, hire or otherwise deal with, either on its own or through joint venture, joint development or consortium or any other arrangement with other entities, land, building, townships, villas, residential leisure, entertainment, multipurpose and commercial complexes, business parks or combinations thereof, of every description and any nature or any interest in the same, and to sell, lease, let, mortgage or otherwise dispose of such property belonging to the LLP or on contract basis on behalf of others and to purchase and sell for any person such property and to transact on commission or otherwise the general business of a building agent.

11.To construct, purchase take on lease or otherwise acquire, maintain deal or operate upon or dispose of any lands, buildings, factories, foundries, workshops, plants, machinery undertakings, goodwill, patents, engines boilers, apparatus of all kinds, tools, applications and conveniences.

12.To carry on the work or business of mechanical, electrical, civil and building engineers in all branches.

13.To carry on the business of builders and contractors.

14.To lay out, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model or do any other work in connection with any building or building scheme.

15.To purchase, acquire, take on lease, or in exchange or in any other lawful manner any area, land, buildings, structures and to turn into the same into account, develop the same and dispose of or maintain the same and to build townships, markets, other buildings or conveniences thereon and to equip the same or any part thereof with all or any amenities or conveniences, drainage facility, electric, telegraphic, telephonic, television installations and to deal with the same in any manner whatsoever.

16.To carry on the business of contractors, engineers (mechanical, electrical, canal, civil, irrigation, radio, and in all its branches).

17.To manufacture and acquire and deal in any and every kind of article and products and materials for building and allied objects, whether for LLP's own use or for sale and disposal as may be conducive to the carrying on of the objects of the LLP or that may assist the LLP in any other manner. To buy, sell and deal in all and every kind of manufactured, raw or unmanufactured iron, steel, wood, brick, cement, ceramic, granite, lime stone or other stone or material and other products and bye-products and for such purpose to acquire, take on lease or in exchange or otherwise any or part of forests, mining leases, undertakings, lands, buildings, or properties.

18.To install electric conveniences, garages, recreation facilities and other amenities from time to time as and when the LLP shall consider desirable, or to arrange such management, letting and advantages as aforesaid by employing any person, firm or company to carry out and furnish the same on such terms as the firm/LLP may think fit, proper and expedient.

19.To do the business and engage in designing, planning, developing, construction and maintenance of residential and public buildings, retirement h...

20. To carry on the business as land and property developers and to engage in designing, planning, developing, construction and maintaining of properties, colonies, sheds, buildings, infrastructures, residential plots, commercial plots, industrial plots, housing complexes, township projects, bungalows, farm houses, holiday resorts and clubs, service apartments , hotels, motels, hospitals, hostels, trusts, schools, cineplexes, commercial complexes, workshops or sheds, factories, warehouses, clinics and plants, roads, dams, bridges, IT parks, tramways, railways, waterways and to deal in buying and selling of properties and to act as estate agents.

ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE LLP

(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

1. To take into consideration and to approve and confirm and to carry out all such acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters or the LLP and further to enter into any arrangement, agreement or contract with the promoters and to reimburse them for all costs and expense that may be incurred by them in or in connection with formation of the LLP.

2. To enter into negotiation, agreement, collaboration, technical, financial or other agreement with person, firm, LLP, body corporate, institution or Government for obtaining grant, licence, formulae and other rights and benefits and to obtain technical information, know-how, secret processes and expert advice for the production, manufacture, import and export and for sale of all types of products and goods which the LLP is authorized to produce or to deal in.

3. Subject to the Banking Regulations Act, 1949 to draw, make, issue, accept and to endorse discount and negotiate promissory notes, cheques, hundies, bills of exchange, bill of lading, delivery orders, warrants, warehouse keepers, certificates and other negotiable or commercial or mercantile instruments connected with the business of the LLP.

4. To open accounts with any individual, firm or LLP or with any Bank or banks and to pay into and to withdraw money from such account or accounts.

5. To incur debts and obligations for the conduct of any business of the LLP and to purchase or hire goods, materials or machinery on credit or otherwise for any business or purpose of this LLP.

6. To avail services of experts in various fields to promote the main objects of the LLP.

7. To place, to reserve or to distribute as dividend or bonus among members, or otherwise to apply, as the LLP may from time to time think fit, any moneys received by way of premium on shares or debentures issued at a premium b y the LLP and moneys from the sale by the LLP of forfeited shares.

8. To take part in the management supervision or control of the business or operations of any LLP association, firm or person and to act as agents of any such LLP, association, firm or person in connection therewith to appoint and remunerate any other persons as Directors, Accountants and other experts of officers.

9. To provide, establish organization to give training and service facilities of various technological, engineering and management fields as required and to avail experts services for efficient operation of industries, in India and abroad and further to publish a monthly magazine of technical, engineering and management training to further the interest of the LLP.

10. To insure with any person or company against losses, damages, risks and liabilities of any kind which may affect the LLP either wholly or partially and if thought fit, to effect any such insurance by joining or becoming a member of any mutual protection or indemnity association, federation or society and to accept any such insurance or any part thereof for the account of the LLP.

11. To open current or deposit account with any bank or bankers, shroff or merchants and to pay into and

interest to any person, firm, company or bank and from time to time sell or vary any or all such investments and to execute all receipts and documents that may be necessary in that behalf.

13. To lend and advance money or given credit to such persons, firms or companies and on such terms as may seem expedient, with a view to get service, or purchase materials from such persons, firms or companies and to give guarantees or become surety for any such persons, firms or companies.

14. To raise or borrow money from time to time for any of the purposes of the LLP by bonds, debentures or promissory notes, or by taking credits in accounts current with any individual or firm or with any bank or bankers, whether with or without giving any security, goods or other articles, or by mortgaging selling, or receiving advances on the sale of any lands, buildings, machinery, goods, or other property by the LLP, or by such other means as the Directors may in their own absolute discretion deem expedient.

15. For all or any of the purposes aforesaid, and for all other purposes of the LLP to draw, accept, endorse, negotiate and sell bills of exchange, with or without security, also to draw and endorse promissory notes and negotiate the same, also to take and receive advances of any sum or sums or money, with or without giving security, and to advance any sum or sums of money upon or in respect of the purchase or raw materials, or any of the articles and things herein before enumerated, or of any other articles and things necessary or useful for any of the purposes of the LLP, upon such terms and securities as the Directors may deem expedient.

16. To apply for, promote, and obtain any Act of legislature or other authority enabling the LLP to carry any of its objects into effect, or for effecting modifications of the LLP's constitution or for any other purpose which seem expedient and to oppose any proceedings or applications which may be calculated, directly or indirectly, to prejudice the LLP's interests.

17. To enter into any arrangements with any Government or authority (Supreme, municipal, local or otherwise), or any corporation, company or person, that seem conducive to the attainment of the LLP's objects or any of them and obtain from any such Government, authority, corporation, company or person any charters, contracts, decrees, rights and privileges and concessions which the LLP may think desirable and to carry out, exercise and comply with such charters, decrees, rights, privileges and concessions.

18. To pay all or any of the expenses incurred in connection with the promotion, formation and incorporation of the LLP, or to contract with any person, firm or company and to pay the same.

19. To provide for the welfare of the employees and ex-employees of the LLP and the wives, widows and families of such persons by building or by contribution to the building of chawls, by grants of money, pensions, allowances, bonus or other payments and from time to time by creating and subscribing to provident and other funds and providing and subscribing towards schools, places of instructions and recreation, hospitals, dispensaries, medical and other attendants and other assistance as the LLP shall deem fit, and to form, subscribe or otherwise aid benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claims to support or aid by the LLP by reasons of the locality of its operation or otherwise.

20. To create any reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the LLP or for any other purposes conducive to the interests of the LLP.

21. To sell or otherwise dispose off the whole or any part of the business or property of the LLP either together or in portion, for such consideration as the LLP may think fit and, in particular for share, debentures, or securities of any company or purchasing the same.

22. To procure the LLP to be registered or recognized in any state, dominion, or dependency and in any foreign country or place.

23. To do all or any of the above things as principal agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others.

1. To take on lease, hire, purchase or license or otherwise acquire any lands, plantations, rights over or connected with lands, mills, factories, works, vessels, boats, barges, lorries, cars and any other mode of transport apparatus, and stock in trade.
2. To carry on the business of contractors, estimators, planners, designers, research workers and dealers in electrical, mechanical automobile and railway equipment and to undertake and execute contract for works involving the supply, erection, testing and the use of machinery in all branches of engineering.
3. To appropriate any part or parts of the property of the LLP for the purpose of and to build and let or sell shops, offices and other places of business.
4. To contract for public and private loans and negotiate and issue the same.

SCHEDULE II

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY UNANIMOUS CONSENT OF PARTNERS OF THE LLP.

1. Admission of new partners.
2. Making Capital Contribution in cash/kind.
3. Change in the name of LLP.
4. Change in the registered office of LLP.
5. Any Partnership or Joint Venture in India or abroad with any other person or party or entity, whether legal entity or not.
6. Taking up of any business other than the business presently carried on.
7. Removal of Auditor.
8. Removal of Designated partner.
9. Withdrawal of resignation of Designated Partner or Partner.
10. Rescinding of any resolution previously passed with the consent of all partners.
11. Any compromise, arrangement, amalgamation or de merger or any other restructuring involving any arrangement including but not limited to reducing of Capital.
12. Any change in any of the partnership covenants of LLP Agreement including the business objects of LLP.

Isha Khaitan Yashodhara Khaitan