

Phone No: .....  
Sold To/Issued To: .....  
Sai kumar  
For Whom/ID Proof: .....  
Janardhans



JAN-10-2022 18:11:00

₹ 0000500/-  
ZERO ZERO ZERO ZERO FIVE ZERO ZERO  
Partnership  
38153141641638260251-00015722  
3815314 06/2007

## LLP AGREEMENT

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

THIS Agreement of LLP made at Hyderabad, Telangana, this 10<sup>th</sup> day of January, 2022.

BETWEEN

1. **Mr.KOMPALLY JANARDHANS/o KOMPALLY NARSIMULU** Occupation: Business, residing at Villa no. 32, Aditya fort View, Near Secretarait Colony, Puppalaguda, Manikkonda, Rangareddy, Telangana -500089 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the party of the **First Part**.

2. **Mr. HARSHA VARDHAN VANGAS/o VANGA RAVINDER** Occupation: Business, residing at Flat No-505, Mega Residency, Sai Ram Nagar Colony, Champapet, Saroornagar Rangareddy Andhra Pradesh – 500079 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **Second part**

3. **Mr. VENKATA SATYA SUBBA RAJU CHERUKURI S/o SATYANARAYANA RAJU CHERUKURI** Occupation: Business, residing at Flat No-206, Rock View Residency, House Number: 8-2-391 Road Number: 5 Khairatabad, Banjara Hills Hyderabad, Telangana, 500034 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **Third part**

And THAT THE PARTIES SHALL BECOME Partners who shall be Designated Partners on incorporation of the LLP to carry on the partnership business as a Limited Liability Partnership Act, 2008 (LLP Act) with a view to share the profits/losses on the following terms.

DEFINATIONS in this agreement unless the context otherwise requires: -

“Accounting year” means the financial year as defined in the Limited Liability Partnership Act, 2008.

“Act” or “LLP Act” means the Limited Liability Partnership Act, 2008.

“Business” includes every trade, profession service and occupation.

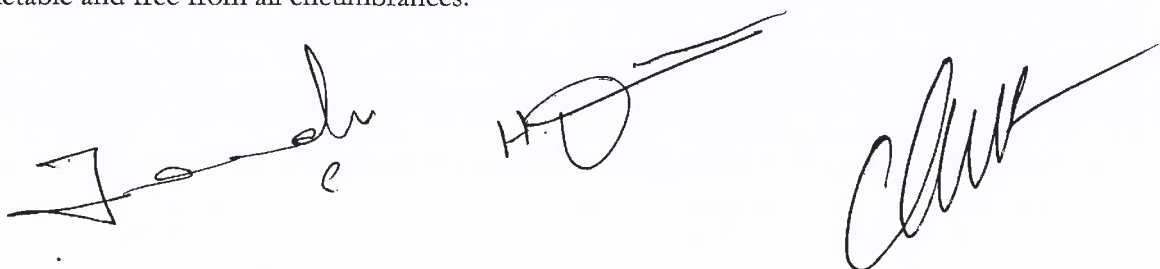
“Designated Partner” means any partner designated as such.

“LLP” means the limited liability partnership formed pursuant to this LLP Agreement.

“LLP Agreement” means this Agreement or any supplement thereof determining the mutual right, duties and obligations of the partner in relation to each other and in relation to LLP.

“Partner” means any person who becomes a partner in the LLP accordance with this LLP Agreement.

1. **Name:** Limited Liability Partnership shall be carried on in the name and style of M/s MAKUTA DEVELOPERS LLP and hereinafter called as **MAKUTA DEVELOPERS LLP**
2. **Business:** The Partnership business shall be LLP until and unless changed as per the mutual decision of all the partners of the LLP at the time of the decision.
3. **Place of Office:** The Partnership business shall be carried on at the under mentioned address, which shall also be its registered office Survey No.64P,CFC 4,3rd Floor Will Exchange Building, Madhapur, Rangareddy Hyderabad, Hyderabad, Telangana-TG -500081.The business shall also be carried from such other places as may be mutually decided by the partners from time to time.
4. **Duration:** The Partnership shall commence from the date of registration of the firm, and shall continue to operate in accordance with the provisions of LLP Act, 2008 and rules framed there under, until termination of this agreement with the mutual consent of all the partners.
5. **Contribution:** The Contribution of the LLP shall be Rs 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions. First Party 50% i.e.,Rs50,000/- (Rupees Fifty Thousand only) Second Party 30% i.e.,Rs30,000 /- (Rupees Thirty Thousand only) third Party 20% i.e., Rs 20,000 /- (Rupees Twenty Thousand only) The further Contribution if any required by the LLP shall be brought by the partners as mutually agreed upon by the partners.
6. **Number of Designated Partners:** The maximum number of designated partners appointed for the LLP shall be as mutually agreed between the partners initially at the time of incorporation of LLP or as decided by the designated partners of the LLP from time to time unanimously.
7. **Sleeping Partners:** All the partners other than those appointed as the designated partners of the LLP shall be sleeping partners, and they shall not interfere with the day to day conduct of business of the LLP.
8. **Common Seal:** LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
9. **Immovable Properties:** The immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.



10. **Audit:** The Statement of Accounts and Solvency of LLP mad each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP act, 2008, namely, rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the rules.

11. **Remuneration to Partners:** The Designated Partners shall be entitled to remuneration as determined from time to time for taking part in the conduct of the LLP's business. All the partners are eligible for medical reimbursement also.

12. **Drawings:** Each partner may draw out of the partnership funds as drawings from the credit balance of his income account. Such drawls shall be duly accounted for in the yearly settlement of accounts and divisions of profits of the partnership at the end of each financial year.

13. **Interest on Capital or Loan :** Interest at the rate of 15% per annum on the capital contributed or loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month for the previous month out of the gross profits of the partnership 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 up out of the gross profits of any succeeding financial year or years.

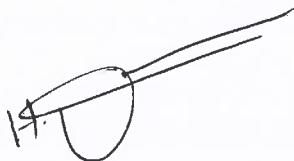
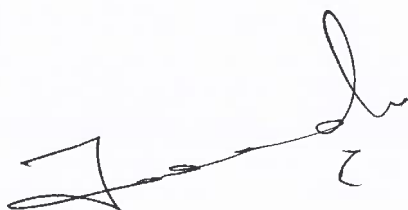
14. **Business transaction of partner with LLP:** A partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

15. **Profits:** The net profits of the LLP shall be divided in the following proportions:

To the said First Party	50%
To the said Second Party	30%
To the said Third Party	20%

16. **Losses:** The losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said First Party	50%
To the said Second Party	30%
To the said Third Party	20%



17. **Bankers:** The bankers of the partnership shall be the banks as the partners may from time to time unanimously agree upon. The banking operations shall be carried out by any of the designated partners.

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

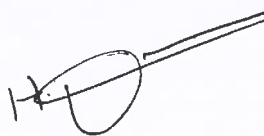
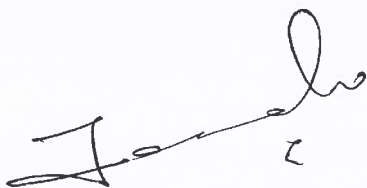
19. **Place of keeping books of accounts:** The books of accounts of the firm shall be kept at the registered office of the LLP.

20. **Division of Annual profits of LLP:** As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon the net profits, if any of the LLP business, shall be divided between the partners in the proportion specified in and in accordance with the provisions of this Agreement.

21. **Term of validity of deed:** Duration of this Agreement shall be 10 years beginning from the date first above mentioned, subject to the condition that this deed may be extended further by mutual consent in writing of the Parties hereto upon such terms and conditions or with such modifications as may be mutually agreed upon between them.

22. **Arbitration :** In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Deed or the respective rights and liabilities of the parties hereto, or their enforcement there under, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration proceedings shall be conducted at Hyderabad in English language.

23. **Severability:** This deed constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this deed cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this deed. The invalidity or unenforceability of any terms or provisions of this deed shall not affect the validity or enforceability of the remaining terms and provisions of this deed, which shall remain in full force and effect.

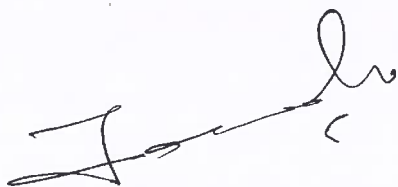


### **Admission of New Partner**

24. The new partner may be introduced with the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
25. The Contribution of the partner may be tangible, intangible, Movable or immovable property and the share of incoming partner will be decided only at the time of admission in to LLP.
26. Person whose business interests are in conflict to that of the firm shall not be admitted as the Partner.
27. The profit sharing ratio of the incoming partner will be in proportion to his contribution towards the capital of LLP or as may be unanimously agreed upon by the existing designated partners along with the incoming partner.

### **Rights of Partner**

28. All the partners hereto shall have the rights, title and interest in all the assets and properties in the firm in the proportion of their contributions.
29. Every partner has a right to have access to and to inspect the books of accounts of the LLP.
30. 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. Provided the business is not in competition to the existing business being carried on by the LLP.
31. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided.
32. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a sleeping partner of the LLP in place of such deceased partner.
33. On the death of any partner, if his or her heir legal heirs opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the firm.



## Duties of Partners

34. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
35. Each Partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
36. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership.
37. 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.
38. In case any of the Partners of the 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.
39. No Partner shall without the written consent of other Partners: -
- a) Engage or except for gross misconduct, dismiss any employee of the partnership
  - b) Commit to buy any immovable property for the LLP
  - c) Submit a dispute relating to business of LLP business to arbitration.
  - d) 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.
  - e) Engage directly or indirectly in any business competing with that of the limited liability partnership
  - f) Withdraw a suit filed on behalf of LLP
  - g) Admit liability in a suit or proceedings against LLP.
  - h) Share business secrets of the LLP with outsiders.
  - i) Remit in whole or part debt due to LLP.
  - j) Go and remain out of station in connection with the business of LLP more than 30 days at a time.
  - k) Open a banking account on behalf of LLP in his name.
  - l) Draw and sign any cheque on behalf of LLP unauthorized in excess of Rs. 50,00,000/- on its banking account.
  - m) Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business.
  - n) Draw or accept or endorse unauthorized any bill of exchange or promissory note on LLP's account.
  - o) Lease, sell pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business.
  - p) Do any act profits from any transactions of the 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.



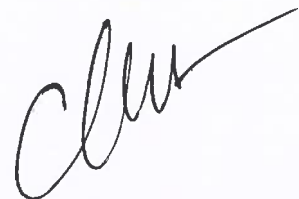
- q) Derive any profits from any transactions of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP.

#### **Duties of designated Partner**

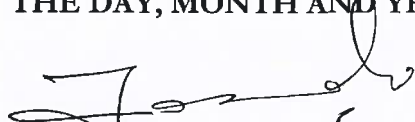
40. Devote their whole time and attention to the said partnership business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the partnership.
41. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP 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.
42. Protect the property and assets of the LLP.
43. Upon every reasonable request, inform the other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.
44. Punctually pay their separate debts to the LLP.
45. The Designated Partners shall be responsible for the doing of all such other acts arising out of this agreement.


#### **Cessation of Existing Partners**


46. Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of his intention to resign as partner.
47. Majority of Partners can expel any partner in the situation where the partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose or has been found to engage in a business which competes with the business of LLP



IN WITNESS WHERE OF THIS DEED IS SIGNED BY THE PARTIES HERE TO  
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

  
Party of the First Part:

  
Party of the Second Part:

  
Party of the Third Part:

Witness 1:  (RAJU.S)

Witness 2:  (MAHESH.G).

**A. MAIN OBJECTS AND ANCILLARY OR OTHER BUSINESS CARRIED ON BY  
MAKUTA DEVELOPERS LLP**

(1) To carry on business of contractors, Builders, Town planners, infrastructure developers, Estate developers and Engineers, land developers, Land scrapers, estate agents, immovable property dealers and to acquire, buy, purchase, hire or otherwise lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, to this or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not and to pull down, rebuild, enlarge alter and other conveniences and to deal with and improve, property of the company or any other immovable property in India or abroad.

2. To erect construct, build, water proofing, sewage, demolish, fabricate, execute, carry out, improve, work, develop and enlarge, rebuild, repair, maintenance, administer, manage or control in India or abroad- on any land or immovable property of the company or upon any other land or immovable property in any capacity and conveniences of all ,kinds, including turnkey jobs, railway, tramway speedway, runways. roads aerodromes, sewage, theatres, cinema halls, piers, wherever, Dams, barrages, reservoirs, embankments, canals , irrigations, power houses, transmission lines, reclamation, improvement sewage, drainage, sanitary works, for building hotels, houses, markets, private public and all kind of Conveniences and to carry out business of builders and civil engineers, architects. Estimators and designers thereof.

3. To promote, buy, acquire, sell, lease, Exchange, hire, give on relit, to let, mortgage or otherwise dispose of the lands, industrial Complexes, houses. buildings, farm houses, agricultural lands, and other immovable property of the Company or other immovable property including any share or shares, interest or interests therein and to transact on commission or otherwise business of real estate's agents and to apply for purchase through tender or otherwise acquire civil contracts for or in relation to water proofing, sewage, construction, execution, equipment, improvement, management, administrations or control of mechanical and civil works and conveniences and to undertake, execute, dispose or otherwise turn to account the same.

4. To carry on the business of civil engineers civil testers builders and developers of land contractors, colonizers, civil contractors and undertake any residential, commercial or



industrial, construction either independently or jointly in partnership, joint venture or on agency or sub contracts basis with or on behalf of any.

**B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:**

- 1.To deal in all kinds of plant, machinery, apparatus, tools, utensils, materials and things necessary or convenient for carrying on any of the main objects of the LLP.
- 2.To amalgamate, to enter into partnership or in to any arrangement for sharing profits, union of interest, cooperation, joint venture, reciprocal concessions or otherwise either in part or whole with any person or LLP or companies, with foreign or otherwise, whether under a scheme of arrangement/ amalgamation, carrying on or engaged in or about to carry on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the LLP.
- 3.To apply for, purchase or otherwise, acquire, or develop any patents, developments, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the LLP, the acquisition of which may seem calculated directly or indirectly to benefit the LLP and to use, exercise, develop or create licenses in respect of or otherwise turn the account the property rights or information so required.
- 4.To establish, appoint, regulate and discontinue office, agents, representatives, distributors or retailers in all such places as the LLP may from time to time determine for carrying out all or any of the LLP's objects and to act as agents for others.
- 5.To purchase, own, take on leaser in exchange or otherwise acquire and undertake all or any part of the business, rights, privileges, property and liabilities of and to amalgamate or enter into partnership or into any arrangement for sharing profits, union of interest, cooperation, joint ventures, reciprocal concessions or otherwise with any LLP having objects altogether or in part similar to those of LLP and to lend money, guarantee the performance or contracts of or subsidize or otherwise assist any such LLP for such consideration and on such terms as may seem expedient.
- 6.To promote, establish, undertake, form and to be interested in and to apply to acquire, hold and dispose of shares in any institution, business, pool, combine, syndicate, industrial trading or manufacturing or LLP having objects altogether or in part similar to those of LLP carrying on any business capable of being conducted so as directly or indirectly to benefit the LLP and to subsidize or assist any industry or undertaking financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stock, debentures stock or other securities such industry or undertaking.



7. To make donations to such persons or institutions or funds and in such cases, and either for cash or any other assets, as may be thought directly or indirectly conducive to any of the LLP's objects or otherwise expedient and in particular, to remunerate any person or corporation introducing business to this LLP.
8. To payout of the funds of the LLP all expenses which the LLP may lawfully pay with respect to the promotion, formation and registration of the LLP or the issue of its capital including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the LLP.
9. To pay all preliminary expenses of any LLP promoted by the LLP, or any LLP in which the LLP is, or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the LLP.
10. To lend and advance money or to give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealing with the LLP.
11. To undertake and execute any trusts the undertaking of which may seem to the LLP desirable for the benefit of employee or former employees.
12. To insure the whole or any part of the property of the LLP, either fully or partially, to protect and indemnify the LLP from liability or loss in any respect, either fully or partly and also to insure and to protect thereof, either on mutual principal or otherwise.
13. To furnish and provide deposits and guarantee any funds required in relation to any tender or application for any contract, concession, decree, enactment, property or privilege or in relation to the carrying out of any contract, concession, decree or enactment.
14. To appoint trusts to hold securities on behalf of, and to protect the interest of the LLP.
15. To own, establish, or have and maintain branches and agencies all over India and elsewhere, for serving its customers and for servicing its business.

