सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules,2009]

Certificate of Incorporation

LLP Identification Number: **ACH-7109**

The Permanent Account Number (PAN) of the LLP is **ABBFG3982H***

The Tax Deduction and Collection Account Number (TAN) of the LLP is **PTNG15918A***

It is hereby certified that GDP ASSOCIATES LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Manesar this TWELFTH day of JUNE TWO THOUSAND TWENTY FOUR

Signature Not Verified
Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 1
Date: 2024.06.13 15:22:59 IST

DrJaya Gautam
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:
GDP ASSOCIATES LLP

C/O SHIVA NAND, RAMBAGH, Purnea, SADAR THANA, Purnea, Purnia- 854301, Bihar, India

*as issued by Income tax Department

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आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

ई– स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card

ABBFG3982H

नाम / Name	GDP ASSOCIATES LLP
निगमन/गठन की तारीख Date of Incorporation / Formation	12/06/2024

Signature valid

Digitally signed by
Income Tax Dept.
Date: 2024.06.12 12:20:45
GMT+05:30

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B. का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut



Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, click here

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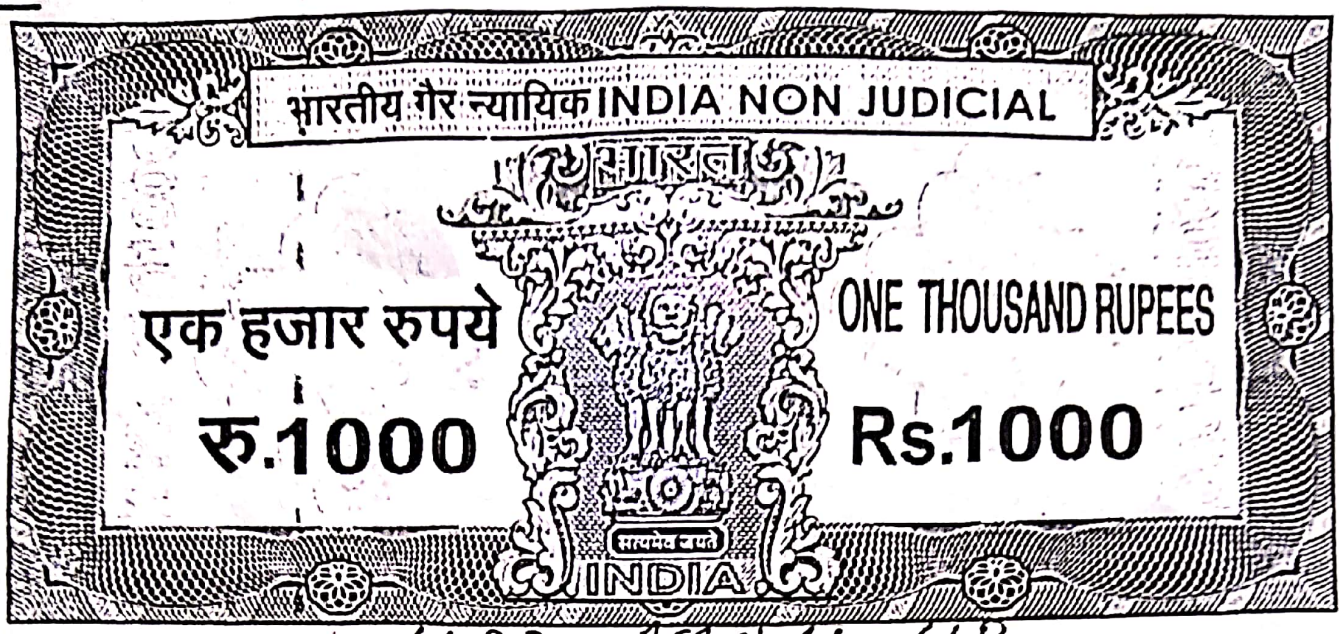

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

2361

बिहार BIHAR

GDP Associates LLP

AV 805386

1000x1=1000 F

पूर्णिया कोषागार बजगृह
निर्गत तिथि:-
06 JUN 2024
कोषागार पदाधिकारी

प्रमोद कुमार सिन्हा
प्रमोद कुमार सिन्हा
मुद्रक विक्रेता
अवर निबंधन कार्यालय
धमदाहा (पूर्णिया)
ला० नं०-175/81

LLP AGREEMENT

THIS AGREEMENT OF LLP MADE AT BIHAR

GDP ASSOCIATES LLP

BETWEEN

Mr. Shiva Nand, Son of Mr. Kamla Nand Jha (PAN – AWCPS3907J) residing at North of S.P Kothi, Srinagar Hata, Purnea, Bihar - 854301 which expression shall, unless it be repugnant to the subject or context thereof include his legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY,

AND

Mr. Kumar Prem Prakash, Son of Mr. Basudev Mehta (PAN – ASNPP5125A) residing at Near Baxa Ghat, Sipahi Tola, Purnea, Bihar - 854301 which expression shall, unless it be repugnant to the subject or context thereof include his legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY,

GDP Associates LLP
Shivanan
Partner

GDP Associates LLP
Partner

GDP Associates LLP
Divyam Anand
Partner

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AND

Mr. Divyam Anand, Son of Mr. Ajay Kumar Sinha (PAN – DZTPA7953M) residing at Vishnu Niwas, Korat Bari, Madhubani, Purnea, Bihar - 854301 which expression shall, unless it be repugnant to the subject or context thereof include his legal heirs, successors, nominees and permitted assignees and hereinafter called the THIRD PARTY,

WHEREAS the party of the First Second and Third are interested in forming a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008 (LLP Act) and that they intend to write down the terms and conditions of the said formation with a view to sharing profit upon the following terms.

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

1. NAME

A Limited Liability Partnership shall be carried on in the name and style of **M/s GDP ASSOCIATES LLP** as permitted by the Registrar of Companies.

The partners may with their mutual consent and subject to the LLP Act 2008 and The LLP Rules, change the name of the LLP at any time if they so mutually agree

2. OFFICE & ADDRESS

A. REGISTERED OFFICE

The LLP shall have its registered office at C/o Shiva Nand, Rambagh, Purnea- 854301 and necessary information in respect thereof should be communicated by the Designated Partners to the Registrar of LLP in accordance with the relevant provisions of LLP Act and the LLP Rules;

B. CHANGE OF REGISTERED OFFICE

The Partners by majority may at any time change the Registered Office of the LLP and if such change is made then necessary information in respect thereof shall be communicated by the Designated Partners to the Registrar of LLP in accordance with the provisions contained in the LLP Act and the LLP Rules;

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Partner

GDP Associates LLP
Partner

GDP Associates LLP
Divyam Anand
Partner

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C. OPENING OF BRANCHES

The Partners may mutually decide at any time to open any office or offices, other than the Registered Office, at any place or places for the purposes of carrying on the business of the LLP.

3. BUSINESS

The business of the LLP shall be that:

To carry on the business of contractors, sub-contractors, quasi contractors and to undertake contracts and subcontracts relating to construction, modification, renovation, repairing, alteration, construction, removal, redecoration, redesigning, enlarging, improving and designing of civil work, building for residential as well as commercial use.

It is provided always that the Partners may mutually agree upon between themselves to commence and carry on any other business not mentioned hereinabove, subject to the compliance of the relevant provisions, if any, contained in the LLP Act and the LLP Rules.

4. TERM OF LLP

The Partnership shall commence on 12th June 2024, 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.

5. DESIGNATED PARTNER

As on the date of this agreement Mr. Shiva Nand, Mr. Kumar Prem Prakash and Mr. Divyam Anand will be the designated partner. As all the partners, if at a later date any partner or any individual joins the LLP as a partner then with the unanimous decision of all the partners he/she may be appointed as a Designated Partner or as a Partner of the LLP as and when mutually decided by Partners hereto.

6. PARTNERS' CAPITAL CONTRIBUTION

a) The Capital of the LLP shall be ₹ 1,00,000/- (Rupees One Lakh Only) which has been contributed by the partners as per the requirements of the LLP in the form of cash, further rights or services agreed unanimously by the

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GDP Associates LLP
Partner

GDP Associates LLP
Divyam Anand
Partner

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Partners in following proportions.

i) Mr. Shiva Nand	- ₹ 50,000/-
ii) Mr. Kumar Prem Prakash	- ₹ 25,000/-
iii) Mr. Divyam Anand	- ₹ 25,000/-

b) If at any time further capital is required for the purpose of the LLP hereby created, the same shall be contributed by the partners for increasing the initial capital of the LLP on such terms & conditions as they mutually agreed upon by them.

c) If partners have brought funds for the purpose of business apart from capital, the same may be credited to partner's current account on such terms and conditions as mutually agreed upon by them.

d) If at any time the partners find that there is no need of capital in the LLP considering the nature of its business, the partners by way of mutual consent can withdrew capital at any moment in future.

7. INTEREST ON CAPITAL OR LOAN

a) Interest on capital will be allowed to the partners on their capital contribution as mutually decided by the partners hereto where the rate shall not exceed the rate given under the Income Tax Act, 1961.

b) Interest on the balance lying credit in the Current Account of partners from time to time, will be calculated and paid in the same manner as in the capital account such
interest will be as mutually agreed upon by the partners.

c) The Partners will have the option to charge or forgo interest on the balance lying credit in the Capital Account as may be mutually decided by them not exceeding the rate as prescribed under the Income Tax Act, 1961. If the partners so decide to charge interest then the same shall be calculated in the manner as provided above.

All interest will be credited to the current A/c of the respective partners.

8. DISTRIBUTION OF PROFITS & LOSSES

(1) The profit sharing ratio of the partners of GDP ASSOCIATES LLP will be in equal proportion i.e.

i) Mr. Shiva Nand	- 50%
ii) Mr. Kumar Prem Prakash	- 25%
iii) Mr. Divyam Anand	- 25%

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after adjusting all drawing made by the Partners respectively according to their shares and in case there be any loss, then the Partners shall pay to the LLP the losses coming to their respective shares as on the last date of the relevant financial year. Further in case of addition or removal of any partner the deed shall be reconstituted and profit sharing ratio would be decided by the partners mutually hereto.

(2) Partnership profits and losses computed as due shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance in the income account, losses shall be charged to his capital account.

9. PARTNER'S DRAWINGS

Each Partner may draw out of the Partnership funds as drawings from the credit balance of his income account any sum of money as decided by the partners from time to time for his own use, subject to such drawls to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each Financial year, and the same shall be duly adjusted to the actual due to or from the partnership by refunds or further drawls, as the case may be as required. The sum so drawn shall be debited to their current account.

10. REMUNERATION TO PARTNERS

The Remuneration of the partners shall be given as it would be agreed and decided by the Partners hereto mutually.

11. ADMISSION OF PARTNER

a) The new partner may be introduced/ admitted into the LLP as may be agreed upon by the Partners hereto. Such incoming partner shall give his prior consent to act as Partner of the LLP.

b) The Contribution of the partner may be tangible, intangible, moveable or immoveable property.

c) On admission of a partner, the LLP shall be reconstituted and the terms of such reconstituted LLP shall be the same as laid down herein, save to the extent varied at the option of the Partners.

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Partner

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Partner

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Divyam Anand
Partner

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12. DEATH OR VOLUNTARY RETIREMENT/ RESIGNATION OF PARTNER

If any Partner shall die or have voluntarily retired or resigned, a statement of account shall be taken, his share of the capital and effects of the LLP and of all unpaid interest and profits due to him up to the time of his demise or retirement made out and paid off at the earliest as may be decided by the designated Partners of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the date of death or retirement, as the case may be.

13. CESSATION OF EXISTING PARTNERS

Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 (Thirty) days to the other partners of his intention to resign as partner.

14. EXPULSION OF PARTNER

a) No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.

b) A Partner may be expelled only after a show-cause notice in writing is served on the Partner or Designated Partner giving not less than thirty days time for his response to the LLP.

15. RIGHTS OF PARTNERS

a) All the partners hereto shall have the rights, title and interest in all the assets and property in the said LLP in the proportion of their Contribution.

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 he shall not use the name of the said LLP to carry on the said business.

d) If any partner shall advance any sum of money to LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the partner advancing the same and may carry simple interest at the maximum rate as prescribed under the Income Tax Act, 1961 or as may be decided by the partners unanimously.

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Partner

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e) LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.

f) Where the partner of the LLP is an individual, on his/her death, if his/her heirs opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

g) In the event that the number of partners in the LLP is reduced below 2(Two), The LLP shall stand dissolved on and from the date the number of partners is reduced below 2(Two).

16. DUTIES OF PARTNERS

a) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.

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 LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the LLP.

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 LLP desires to transfer or assign his interest or shares in the LLP he can transfer the same with the mutual consent of all the Partners.

17. MANAGEMENT OF THE LLP

a) All Party shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

b) The Designated partners shall be responsible for the doing of all acts, matters and things as are required to be done by limited liability partnership in respect of compliances of the provisions of this act including filing of any document, return, statement and the like report pursuant to the provisions of the limited liability partnership act 2008.

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Partner

GDP Associates LLP
Partner

GDP Associates LLP
Divyam
Partner

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c) The designated partners shall be responsible for the doing of all acts arising out of this agreement.

d) The Partners hereto may from time to time delegate such powers of management to such person or persons as the partners may think fit and proper and/or to revoke and cancel such powers and authorities as the partners may amongst themselves decide.

18. MEETING

a) The meeting of designated partners may be called by giving 7(seven) days notice. In case if any urgent meeting is called the notice requirement is to be ratified by all the partners.

b) The matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for the purpose, each partner shall have one vote.

c) The meeting of the partners may be called by sending 7 (seven) days prior notice to all partners at their residential/registered address or in case of urgent meeting the same can be called by telephonic conversion.

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) The LLP shall ensure that decisions taken by it are recorded in the Minutes within 30 (Thirty) days of taking such decisions and are kept and maintained at the registered office of the LLP.

f) All notices required to be given to any or all of the partners hereunder shall be deemed to be duly served if addressed to such partners at the address mentioned hereinabove in the LLP Agreement against each of the partners or at the changed address as intimated by the concerned partner to the LLP at its principal place of business for the time being, and communicated / intimated through such means as is normally prevalent in commercial practices.

19. BUSINESS TRANSACTIONS 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.

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Partner

GDP Associates LLP
Partner

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Divyam Anand
Partner

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20. INDEMNITY

a) 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.

b) 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.

21. BANKER

The banker of the partnership shall be such bank or banks as the partners may from time to time unanimously agree upon. The bank account shall be operated by either of the partner severally or in any other mode as decided by the partners from time to time.

22. BOOK OF ACCOUNTS

All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

GDP Associates LLP

Partner

GDP Associates LLP

Partner

GDP Associates LLP

Divyam Anand
Partner

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23. AUDIT

The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect in case applicable to the LLP as per 34(5) of the LLP Act, 2008. Any vacancy in the office of auditor caused due to his death resignation or otherwise the same will be filled by designated partner in the manner as laid down in the LLP Act. The remuneration payable to the auditor will be decided by the designated partners in consultation with the auditor. In case of removal of auditors, the Auditor of the LLP can be removed under such circumstances or reasons as may be agreed to by the partners before the completion of their tenure, with the consent of all or majority of the partners.

24. ANNUAL STATEMENTS OF ACCOUNTS AND SOLVENCY

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

25. ARBITRATION

a) All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

b) If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final.

GDP Associates LLP
Partner

GDP Associates LLP
Partner

GDP Associates LLP
Partner

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26. ALTERATION OR AMENDMENT OF THE AGREEMENT

No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of Para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

27. DISPUTE RESOLUTION

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 (26 of 1996).

28. WINDING UP

The LLP can be wounded up with the consent of all the partners subject to the provision of Limited Liability Partnership Act 2008.

29. MISCELLANEOUS

a) The LLP may change its name to any other name subject to approval from the registrar or any other person authorized under the act as shall be agreed to by the majority of the partners from time to time.
b) The LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.
c) The LLP shall have a Common Seal and it shall be laid before and adopted at the meeting of the partners. The Common Seal shall be affixed to any document or contract with approval of and in the presence of at any one of the Designated Partners of the LLP, on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signatures.

GDP Associates LLP
Partner

GDP Associates LLP
Partner

GDP Associates LLP
Divyam Anand
Partner

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

Signed and Delivered by the

For and on Behalf of

GDP Associates LLP

Shivanand

Partner

Shiva Nand

(Designated Partner)

Party of the First Part

GDP Associates LLP

Partner

Kumar Prem Prakash

(Designated Partner)

Party of the Second Part

GDP Associates LLP

Divyam Anand

Partner

Divyam Anand

(Designated Partner)

Party of the Third Part

Date: 12/06/2024

Place: Purnea

Witness

Ajay Kumar Sinha.
Korat Bari, P.S. - K.Ha
Madhubani, Purnia.

Santosh Kumar Mandal
At Shani Nagar, Rambagh
PS:- K.Hat,
Purnea.

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