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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre

Form 16
[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]
CERTIFICATION OF INCORPORATION

LLP Identification Number: **AAU-4022**

It is hereby certified that AVM SMART HOMES LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given under my hand at Manesar this Twenty fourth day of October Two thousand twenty.

DS MINISTRY OF CORPORATE AFFAIRS

Ibson Shah

ASST. 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 www.mca.gov.in

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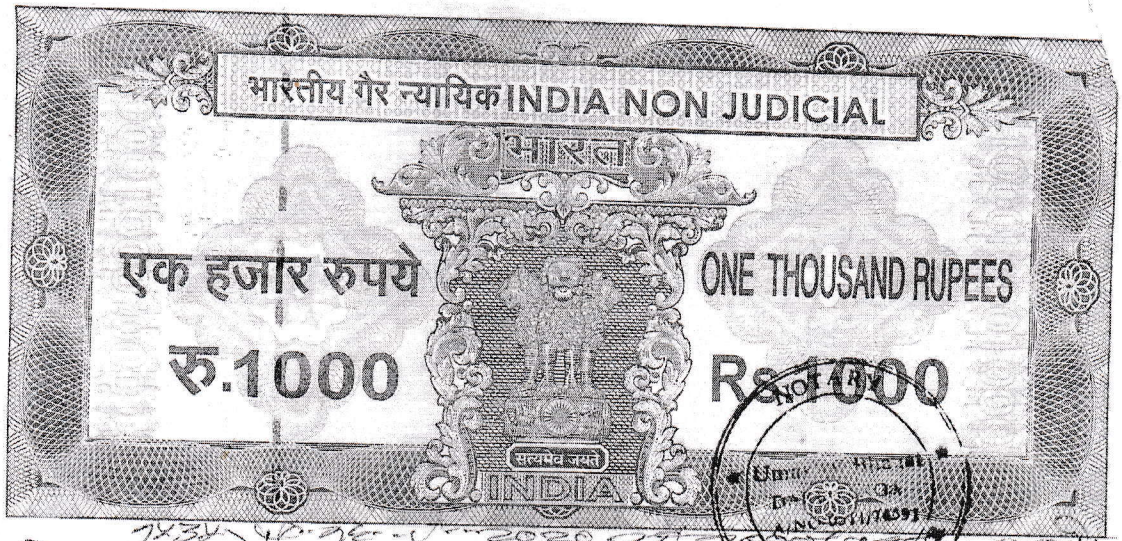
Mailing Address as per record available in Registrar Office:

AVM SMART HOMES LLP

SRI.RAJESH KUMAR JHA, S/O PHOOL KUMAR JHA,RAJKUMARGANJ,DARBHANGA,DARBHANGA,Darbhanga,Bihar,846004,India

For AVM SMART HOMES LLP

Authorised Partner



बिहार BIHAR

AF 478352

LLP AGREEMENT

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP

made at Bihar this 24th day of October 2020

BETWEEN

Mr. Amit Vinodanand Mishra S/o Shri Vinodanand Sushil Mishra residing at I-102, Rashmi Residency, New Link Road, Opposite O.B.C Bank, Vasai, Thane, Maharashtra-401209. And Mr. Sunand Vinodanand Mishra S/o Shri Vinodanand Sushil Mishra residing at I-102, Rashmi Residency, New Link Road, Opposite O.B.C Bank, Vasai, Thane, Maharashtra-401209. hereinafter called 'the Party of the ONE PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the FIRST PART;

AND

Attested

UMA KANT BHAGAT
Notary Public, Darbhanga

For AVM SMART HOMES LLP

Authorised Partner

Mr. Rajesh Kumar Jha S/o Shri Phool Kumar Jha residing at Hanuman Ganj, Mishra Tola, Post Lalbagh, Darbhanga, Bihar-846004, Mr. Rajesh Kumar Jha S/o Shri Ram Niranjan Jha residing at G 4, Om Shree Ram Sagar, Sai Baba Nagar, Navghar Road, Thane, Bhayander East, Thane, Maharashtra-401105, Mr. Raju Umesh Mishra S/o Shri Umesh Mishra residing at R No 4, Abdul Sattar Chawl, Kajupada, Gavdevi Rd, Poisar, Kandiwali E, Mumbai-400101 and Mr. Shambhu Mithilesh Jha S/o Shri Mithilesh Jha residing at B 203, Sai Mauli Appartment, Achole Cross Raod, East Vasai , Thane, Maharashtra- 401107. hereinafter called 'the Party of the ONE PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the SECOND PART;

WHEREAS

The parties have agreed to form and constitute a Limited Liability Partnership under the provisions of the Limited Liability Partnership Act, 2008 to trade and supply in all types of Real estate activities or as may be mutually decided in the name and style of AVM SMART HOMES LLP, in order to combine their business acumen, experience, expertise, efforts and energies, and to regulate and control the relationship between the parties the parties are desirous of reducing to writing the terms of the Partnership agreed upon between themselves by executing a formal instrument of Partnership on the terms and conditions as hereinafter appearing.

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NOW THEREFORE THIS LIMITED LIABILITY PARTNERSHIP

AGREEMENT executed in terms of Section 23(1) of the Limited Liability Partnership Act, 2008 **WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

I. Preliminary

1. Subject as hereinafter provided, the Regulations

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UMA KANT BHAGAT
Notary Public, Darbhanga

For AVM SMART HOMES LLP

contained in the First Schedule to the Limited Liability Partnership Act, 2008 shall apply to the Limited Liability Partnership.

2. DEFINITIONS

In this Agreement and in the Schedules hereto, the following terms shall have the following meanings unless the context otherwise requires.

1. **"Accounting Year"** means the Financial year as defined in the LLP Act, 2008
2. **"The Act" or "LLP Act"** means the Limited Liability Partnership Act, 2008
3. **"Business"** includes every trade, profession service **"Change"** means a change in the constitution of the **body of** Partners or Designated Partners other than their admission afresh.
4. **"Designated Partner"** means the Designated partners of the LLP and includes persons holding the position of Designated Partners by whatever name called.
5. **"LLP"** means the Limited Liability Partnership formed in the name of AVM SMA pursuant to this LLP Agreement.
6. **"LLP Agreement"** means this Agreement or any supplementary Agreement hereto determining the mutual rights and duties of the partners and their rights and duties inter se and in relation to the LLP.
7. **"Partner"** means any person who becomes a partner of the LLP in accordance with this LLP Agreement.
8. **"The seal"** means the common seal of the LLP.

Headings herein are only for convenience

3. The Incorporation Documents for the LLP have been executed by the parties to this LLP agreement.

Attested
UMA KANT SHAGAT
Notary Public, Darbhanga

FOR AVM SMART HOMES LLP

4. The Incorporation documents and other relevant papers are being submitted to the Registrar of Companies with necessary filing fees.

5. NAME OF LLP

5.1 The LLP shall be carried on in the name of and style of AVM SMART HOMES LLP hereinafter, for the sake of brevity, also called as the LLP, vide certificate of incorporation dated 24.10.2020 having LLP Identity Number as AAU-4022.

5.2 The LLP may change its name by following the procedure as laid down in the said Act.

6. BUSINESS OF LLP

6.1 The business of the LLP shall be:-

a. To carry on business of contractors, Builders, Town planners, Infrastructure developers, Estate developers and Engineers land developers, Land Scapers, 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, fats, bungalows, kothis 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.

b. To carry on the business of architects, consultants civil engineers civil testers, builders and developers of land contractors, colonisers, 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 individual firm, body corporate, association or society, Central or State Government, Cantonment board or any local authority to work as colonizer, developer of land and farm houses and buildings for

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For AVM SMART HOMES LLP

residential purposes.

c. 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 estates 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.

AND such other ancillary business as more particularly described in the **SCHEDULE I** annexed hereto, unless changed by mutual consent and such other business as maybe mutually agreed upon from time to time by the partners for the time being of the LLP.

6.2 However, no change may be made in the nature of business of the Limited Liability Partnership without the consent of the partners.

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REGISTERED OFFICE OF LLP

7.1 The business of the LLP shall be carried on at and from Sri. Rajesh Kumar Jha, S/O Phool Kumar Jha, Rajkumarganj, Darbhanga, Bihar-846004 which shall be the registered office of the LLP and/or at and from such other place/s, as shall be agreed to by the partners unanimously from time to time.

7.2 The LLP may change its registered office by following the procedure as laid down in the said Act and with the consent of the Designated Partners.

7.3 The LLP, may in addition to the registered office address,

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UMA KANT BHAGAT
Notary Public, Darbhanga

FOR AVM SMART HOMES LLP

may use any other address for the purpose of correspondence as its address for service of documents, under sub-section (2) of section 13 of LLP Act, 2008 with the consent of the partners.

8 PARTNERS OF LLP

8.1 The Partners of the LLP shall be the Parties to this Agreement or any person who becomes a partner of the LLP in accordance with this LLP Agreement. There shall be no limit on the number of Partners to be admitted at any time and from time to time and which shall be done by changing the provisions of this LLP Agreement, if necessary, and as required subject to its acceptance by all the then existing Partners at a meeting or otherwise confirmed in writing.

8.2 On incorporation of the LLP, the parties being the persons who have subscribed to the Incorporation Document shall be its Partners and any other person may become a Partner in accordance with the provisions of this Agreement.

8.3 The following shall be the first Partners of the LLP as specified in the Incorporation Document:

01.AMIT VINODANAND MISHRA (DESIGNATED PARTNER)
02. SUNAND VINODANAND MISHRA (DESIGNATED PARTNER)
03.RAJESH KUMAR JHA (PARTNER)
04.RAJESH KUMAR JHA (PARTNER)
05.RAJU UMESH MISHRA (PARTNER)
06.SHAMBHU MITHILESH JHA (PARTNER)

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8.4 The number of Partners shall be not less than two. There shall be no maximum limit for the number of Partners.

8.5 No person may be introduced as a partner without the consent of 2 of the partners.

8.6 Each partner may take part in the management of the Limited Liability Partnership.

Attested
UMA KANT BHAGAT
Notary Public, Darbhanga

For AVM SMART HOMES LLP

9 DESIGNATED PARTNERS

9.1 The First Designated Partners of the LLP as named in the Incorporation Document are: -

SR. NO	NAME DESIGNATED PARTNER	DPIN OF AUTHORISED REPRESENTATIVE
1	AMIT VINODANAND MISHRA	
2	SUNAND VINODANAND MISHRA	

9.2 The said Designated Partners have given their consent to act as Designated Partners of the LLP

9.3. There shall be at least two Designated Partners of the LLP.

9.4 The Designated Partners shall satisfy all the conditions and requirements as may be prescribed by the Central Government in that behalf.

9.5. Every Designated Partner shall have a Designated Partner Identification Number.

9.6. Details/particulars of every Designated Partner and his consent to act as such should be filed with the Registrar within thirty days of his appointment.

9.7. The Business of the LLP shall be conducted and managed by the Designated Partners and the decision of the Designated Partners shall be final and conclusive on the LLP in respect of all matters relating to the management and conduct of the day to day business of the partnership.

9.8 The Designated Partners shall be responsible and answerable for the doing of all acts, deeds, matters and things as required to be done by the Limited Liability Partnership in compliance of the provisions of the Limited Liability

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UMA KANT BHAGAT
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Partnership Act, 2008 and Rules made thereunder from time to time including filing of any document, Return, Statement, Report, etc. pursuant to the provisions of the said Act/Rules.

9.9. The Designated Partners shall carry out the business of the Partnership for the greatest common advantage of the partners and shall be bound to make good to the partnership any loss directly caused by or attributable to his acts or omissions or which he was legally forbidden to do.

9.10. No Designated partner shall without the written consent of the other Designated Partner do any of the following acts:

i) Release or compound any debt or claim owing to the LLP.

ii) Guarantee the payment or discharge of any sum or claim.

iii) Execute any deed or stand surety for any payment for or acknowledge any liability on behalf of the LLP.

iv)Transfer in any manner or by any mode whatsoever his interest in the LLP.

9.11. The Designated Partners shall be liable to all penalties imposed on the Limited Liability Partnership for any contravention of the provisions of the Act.

9.12. The Designated Partner shall indemnify the LLP for any loss caused to it by his fraud or willful neglect in the conduct of the business of the LLP.

9.13 The Designated Partners shall be entitled to remuneration for carrying on the business or management of the Limited Liability Partnership.

9.14 The Designated Partner can appoint any person as his representative by passing a Board Resolution. Upon the death or cessation of such representative, the Designated Partner can appoint another representative by passing a Board Resolution.

9.15 On the insolvency of the Designated Partner, such partner shall inform the **LLP** and the other partner about the

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Notary Public, Darbhanga

For AVM SMART HOMES LLP

same within 7 days.

9.16 After the registration of the LLP, all expenses incurred by the Designated Partners prior to the incorporation shall be reimbursed to them from the accounts of the LLP including inter alia the costs of promotion and registration, legal fees, costs of printing and stamp duties and all other direct costs at actuals as per the accounts rendered to the LLP by the Partners.

9.17 The Designated Partners shall be true and just to each other at all times during the continuance of the partnership and shall diligently and faithfully employ themselves in the conduct and management of the said business and concerns of the partnership.

10. CONTRIBUTION

10.1 The Initial capital of the LLP shall be Rs 1,00,000 (Rupees One Lakhs) and shall be contributed by the partners in the following proportion: -

Party of the First Part 1 Rs 30,000/- (Rs Thirty Thousand Only)
Party of the Second Part 2 Rs 15,000/- (Rs Fifteen Thousand Only)
Party of the Third Part 3 Rs 30,000/- (Rs Thirty Thousand Only)
Party of the Four Part 4 Rs 10,000/- (Rs Ten Thousand Only)
Party of the Five Part 5 Rs 10,000/- (Rs Ten Thousand Only)
Party of the Six Part 6 Rs 5,000/- (Rs Five Thousand Only)

NOTARY ... GOVT. OF BIHAR

10.2 The Contribution can be increased or reduced with the consent of the Partners.

10.3 If any further capital is required at any time 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 the Partners. Existing loans advanced or deemed as advanced by the Partners to the LLP shall not be convertible into such capital contribution.

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10.4 No Interest shall be payable by the LLP on the Contribution received from Partners.

10.5 A separate capital account shall be maintained for each Partner. No Partner shall withdraw any part of his capital account while he is a Partner.

11. REFUND OF CONTRIBUTION

The Contribution of Partners will not be refundable except:

a. In case of death, retirement, expulsion or cessation of the said Partner.

b. Winding up of the LLP

12. RIGHTS OF PARTNERS

The partners shall

a. take part in the day to day management of the LLP.

b. Pledge/ hypothecate/ mortgage assets of LLP for borrowing money for the purpose of the business of the LLP as permissible.

c. have right, title interest share claim demand in all the assets and properties in the **LLP** in their respective profit sharing ratio.

d. have access to and be entitled to inspect and copy any books of accounts and other records of the **LLP**.

e. be entitled to continue to carry on or engage in their own, separate and independent business as hitherto carried on or that they may hereafter desire to carry on save and except any business directly or indirectly competing with the business of the LLP and the other partner and the **LLP** shall not have any objection thereto provided that the said partner has intimated the said fact to the **LLP** before the start of the **LLP** or of the independent business, as the case may be, and provided however that he shall not use the name or assets or goodwill or

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UMA KANT BHAGAT

Notary Public Darbhanga

For AVM SMART HOMES LLP

reputation of the **LLP** to carry on the said business.

13. DUTIES OF PARTNERS

a. The Partners shall work diligently and faithfully for purpose of the business of **LLP** and shall be loyal to each other and the **LLP**.

b. The Partners shall give time and attention as may be required for the fulfillment of the objectives of the **LLP** business.

c. The Partners shall render true accounts and full information of all things affecting the **LLP**, partner(s) of the **LLP** or their Legal representatives.

d. The Partners shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the Limited Liability Partnership.

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e. In case any Partner of the LLP desires to transfer or assign his interest or shares in the LLP, he is bound to first offer the same to the other partner by giving 15 days' notice in absence of any communication by the other partner, the concerned partner can transfer or assign his share in the market.

14. RESTRICTION ON THE PARTNERS' AUTHORITY

Without the written consent of the other partner, no partner shall: -

i. Transfer, assign or mortgage his share of interest in the **LLP**.

ii. On behalf of the **LLP**, lend money or give credit to or have any dealings with any persons, whose credit worthiness is doubtful or whom the other partner previously in writing has forbidden it to deal with and the defaulting partner shall be solely liable for any loss incurred on account of such breach.

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UMA KANT BHAGAT
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iii. 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**.

iv. Enter into any bond or stand surety or guarantee 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 or attached.

v. Compromise or compound or (except upon payment in full) release or discharge any debt due to the **LLP.**

vi. Encumber or otherwise charge or pledge the properties of the **LLP**.

vii. Draw or accept or endorse unauthorizedly any bill of exchange or promissory note on LLP's account.

viii. Remit the whole or part of any debt due to the **LLP**.

ix. Lease, sell, pledge or otherwise transfer any of the properties of the **LLP** otherwise than in the ordinary course of business.

x. Commit to buy or buy any immovable property for the **LLP**.

xi. Do any act or omission rendering the **LLP** liable to be wound up.

xii. Discuss business secrets of the **LLP** with outsiders.

xiii. Derive profits from any transaction of the **LLP** or from the use of its name, resources or assets or business connection.

xiv. Submit any dispute relating to the **LLP's** business to arbitration.

xv. Open a banking account on behalf of the **LLP** in his own name.

xvi. Commit to compromise or relinquish any claim in whole or in part of the **LLP**.

xvii. Withdraw or not prosecute any claims or proceedings filed on behalf of the **LLP.**

xviii. Admit on behalf of the **LLP** any liability or claim in a suit or proceeding against the **LLP**.

xix. Transfer, assign or otherwise encumber his share in the

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UMA KANT BHAGAT Notary Public, Darbhanga

For AVM SMART HOMES LLP

assets or profits of the **LLP**.

xx. Engage or be concerned or interested in any other business, directly or indirectly competing with the business of the **LLP**.

xxi. Do any act that may conflict his interest with the interest of the **LLP** or its other Partner.

15. EXTENT OF LIABILITY OF THE LLP

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

16. LIABILITY OF PARTNERS

Subject to the provisions of the Act, the liability of the Partners to this LLP Agreement shall be limited to the Contribution committed by them to the **LLP**.

17. INDEMNITY

17.1 The **LLP** shall indemnify each partner in respect of payments made and personal liabilities incurred by him.

a. In the ordinary course and proper conduct of the business of the **LLP**; or

b. In or about anything necessarily done for the preservation of the business or property of the **LLP**.

172 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

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UMA KANT BHAGAT
Notary Public, Darbhanga

FOR RVM SMART HOMES LLP

performances as partners and officers of the **LLP**, except in the event of gross negligence or willful misconduct of the partner or officer seeking indemnification.

17.3 Each partner shall indemnify the **LLP** and the other partner for any loss caused to it by his unauthorized acts or any fraud committed by him in the conduct of the business of the **LLP**.

18. This Agreement shall be effective from the date of incorporation of the **LLP.**

19. MANAGEMENT & MEETINGS OF LLP

19.1 The overall management of the **LLP** will be conducted by the partners of the **LLP**.

a. Any matter or issue relating to the Limited Liability Partnership shall be decided by Resolution passed by the partners, and for this purpose, each partner shall have one vote. The meeting of the Partners may be called by sending 7 days prior notice to the partners at their residential address or by e-mail at the email ID's as registered with Registrar of Companies at the time of allotment of their DPIN or at the email ID's provided by the individual Partners in writing to the **LLP**.

b. The meeting of Partners shall ordinarily be held at the registered office of the **LLP** or at any other place as mutually agreed.

c. The Limited Liability Partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the **LLP**.

d. The meetings of the **LLP** and the maintenance of the Minutes of the meeting shall be as mutually agreed between the

NOTARY Uma Kant Bhagat DARBHANGA A/NO 0511/74591 GOVT. OF BIHAR

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Notary Public, Darbhanga

For AVM SMART HOMES LLP

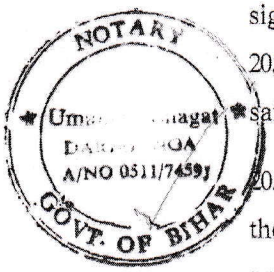
Partners.

e. No Resolution or decision carried by a majority of Partners of the **LLP** shall be valid or be given effect to unless the same is with the approval of the Partners being the Parties hereto.

f. A Resolution circulated in writing and signed by the partners/Designated Partners, as the case may be, shall be deemed to be duly passed and the date of passing of such Circular Resolution shall be the date of signature of the person who signs the same last.

20. COMMON SEAL

20.1 The **LLP** shall have a Common Seal and the same shall be laid before and adopted at the general meeting mentioned hereinabove and the Common Seal shall be affixed to any document or contract as may be required with the approval of and in the presence of the Designated Partners of the **LLP** on each occasion and the same shall be recorded chronologically in the Seal Book maintained for the purpose under their signatures.



20.2 The Designated Partners shall provide for and ensure the safe custody of the Seal of the **LLP**.

20.3 The Seal shall not be affixed to any instrument except by the authority of the Designated Partners and except in the presence of the Designated Partners, who shall sign every instrument to which the Seal is affixed.

21. ADMISSION OF NEW PARTNER

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

Attested
UMA KANT BHAGAT
Notary Public, Darbhanga

Rajesh Kr Jha

For AVM SMART HOMES LLP

21.2 The Contribution of the new partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring minimum contribution of Rs. 1,00,000/- (One Lakh) or as may be decided by the existing partners from time to time.

21.3 The Profit-sharing ratio of the incoming partner will be decided by the existing partners by mutual agreement.

21.4 Any person having any business interest which is in conflict with the business of the LLP shall not be admitted as a Partner of the LLP.

21.5 Persons admitted as partners shall duly comply with the provisions of Section 25(1) of LLP Act and Rule 22(1) framed thereunder. The LLP shall have perpetual succession and the death, retirement, expulsion, cessation or insolvency of any partner shall not dissolve the **LLP**

22. If at any time owing to losses or any other cause whatsoever, one fourth or more 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 to carry on its business as a solvent entity, the Partners may require the LLP to be dissolved and wound up.

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GOVT. OF BIHAR

23. CESSATION OF EXISTING PARTNERS

A. RETIREMENT

A.1 A 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 retire as partner.

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UMA KANT BHAGAT
Notary Public, Darbhanga

A.2 Upon receipt of the said resignation notice, the value of

For AVM SMART HOMES LLP

the assets and liabilities shall be determined and a statement of accounts shall be taken and the share of capital contribution and undistributed profits/loss up to the date of retirement of such partner shall be determined.

A.3 The Retiring Partner shall be entitled to the credit balance or be liable for the debit balance as arrived as per the said accounts which shall be payable to him or receivable from him, as the case may be, as may be mutually agreed upon. A Statement of Accounts shall be taken and made out of the Retiring Partner's share of the capital and effects of the LLP and of all unpaid profits and other amounts due to him up to the time of his retirement, subject to required adjustments between his capital account and income account transactions and transfers made till the date of retirement, as the case may be, and balances struck as certified by the Auditor. Such outstanding balance shall be disbursed or settled within a reasonable time as may be mutually agreed upon between the retiring and the continuing partners. Interest shall be payable or receivable on such balance payable or receivable as may be mutually agreed upon.

NOTARY
UMA KANT BHAGAT
DARBHANGA
A/NO 0511/74591
GOVT. OF BIHAR

A.4 The retirement shall be effective from the date it is accepted by the other partner of the LLP.

A.5 The continuing partner reserves his right to induct before the formal retirement of the outgoing partner another person as partner in this partnership on such terms and conditions as may be decided by the continuing partner but not so as to prejudice the interest of the Retiring Partner.

A.6 During the first 2 years from the date hereof, the Parties hereto shall not be entitled to retire or break away or part with the LLP unless mutually agreed upon in writing.

B. DEFAULT:

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Notary Public, Darbhanga

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B.1 The following events shall be deemed to be events of defaults on the part of the Partners, which may lead to the cessation of such defaulting Partner as a partner of the LLP: -

a. If a Partner is declared to be of unsound mind by a competent Court; or

b. If a Partner has applied to be adjudged as an insolvent or is declared as an insolvent; or

c. If a Partner is found to be engaged in any defrauding activity or any activity involving moral turpitude.

d. If a Partner has breached any of his representations and warranties or conditions set out in this Agreement.

B.2 On occurrence of any of the events of default enumerated hereinabove under the preceding clause, then a Designated Partner shall cause the accounts of the LLP to be taken as standing on the date of the default or cessation of such partner and after the requisite deductions made, including in respect of dues payable by such defaulting Partner, and to indemnify the LLP and the other partner , the share accruing to the defaulting Partner shall be given to such Partner from the LLP or the share receivable from the defaulting partner shall be paid to the LLP by such Partner, as the case may be, within a reasonable time.

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B.3 The continuing partner reserves his right to induct before the cessation of the outgoing partner another person as partner in this partnership on such terms and conditions as may be decided by the continuing partner.

C. EXPULSION

C.1 A Partner may not be expelled by the other partner, save in good faith and in the interest of the partnership business and only after a 7 days' show-cause Notice in writing is served on such Partner; and in that event the Partner expelled shall be entitled to all the benefits of and shall be liable to the same

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UMA KANT BHAGAT
Notary Public, Darbhanga

AVM SMART HOMES LLP

obligations applicable to a retiring Partner in accordance with the provisions of this Agreement in that behalf, however the expelled partner shall be not entitled to enjoy benefits of retiring partner if he is expelled from the LLP as being guilty of committing fraud, gross negligence etc. in the conduct of business of the LLP; PROVIDED HOWEVER, that if the said Partner satisfies the aggrieved Partner during the Notice period, then the said Notice shall stand cancelled and withdrawn and the Partner to whom such notice is issued shall thereupon continue.

C.2 Any Partner who acquires such conflicting interest shall cease to be and shall be expelled as a Partner and such person shall file Form 6 of the LLP Rules & Forms 2008, within a period of 15 days of any change in the name and address, to intimate the LLP.

D. DEATH

D.1 Upon the death of a Partner, any nominee appointed by the heirs of the deceased Partner, by a notice given to the other partner in writing and in absence of such notice, any nominee appointed by such deceased partner under his last will or failing such nomination, the spouse of such deceased partner shall be entitled to join the LLP as a partner from the date of his demise on the same terms and conditions on which the deceased was a partner on the date of demise and the balance standing to the credit or debit of the deceased Partner shall be transferred in favour of the Partner so inducted.

D.2 In the event there is no notice given or the deceased Partner has not made any will or his nominee or Spouse refuses to join the LLP as above, then with a view to arrive at the share of the

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deceased partner in the net assets income etc. of the partnership and further in the interest of proper, fair, smooth and amicable settlement between the surviving and the deceased partners, an assessment shall be made within three months from the date of death of the Partner of all assets and liabilities and prior charges whatsoever belonging and pertaining to the partnership as constituted immediately before the death of the deceased Partner and based on the above assessment, the net assets of the partnership (i.e. after deduction of liabilities) shall be valued at their Market Value and based on such Market valuation the share of the deceased Partner in the partnership shall be determined in full and final satisfaction of all the claims of the deceased partner in the partnership and which shall be credited or debited as the case may be to his capital account and the net balance remaining after the said credit or debit in the capital account of the deceased partner shall be paid or refunded as the case may be to or by the legal representative/heirs of the deceased partner within such period as may be mutually agreed upon by the surviving partner. The surviving partner shall be entitled to admit any other partner in place of the deceased partner on such terms and conditions as the surviving partner may think fit.

24. VOLUNTARY WINDING UP OR TERMINATION OF LLP

24.1. The LLP shall continue to operate subject to the provisions of the LLP Act, 2008 until termination of this Agreement by consent of the Partners.

24.2. The LLP shall be liable to dissolution only if the Partners so decide.

24.3 With mutual consent of the Partners, the LLP may initiate the proceedings for its winding up.

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24.4 On the winding up of the LLP, the Liquidator, may subject to the provisions of the said Act, and the Rules made by the Central Government in this regard divide among the Partners in species or otherwise the whole or any part of the assets of the LLP.

24.5 Voluntary winding up of the LLP shall be as per the provisions of the LLP Act and only upon the prior written consent of all the Partners.

25. BANK ACCOUNTS

25.1 The Bankers of the LLP shall be any scheduled bank and/or such other Bank/s as the partners may unanimously decide from time to time.

25.2 The Bank account of the LLP shall be operated singly and/or jointly by the Designated Partners or by their authorized representative or as may be mutually decided by the partners from time to time.

26. BORROWINGS

26.1 For the purpose of the business of the LLP, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, NBFC or any other person at the prevailing rate of interest with the consent of the Designated Partners. The Borrowing may be secured or unsecured, and the security may be created by the parties wherever required.

26.2 The funds required for the purpose of the business of the LLP may also be contributed or arranged by the parties in such manner as may be mutually agreed upon. A partner may lend money to and transact other business with the Limited Liability Partnership in respect thereof and shall have has the same rights and obligations with respect to the loan or other transactions as a person who is not a partner. Interest @12% p.a. simple

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interest or such other lower/higher rate as may be prescribed u/s. 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provisions as may be force for the Income Tax Assessment of the Limited Liability Partnership Firm for the relevant accounting period. Parties shall be at liberty to increase or reduce the above rate of interest from time to time. The Partners may agree by mutual consent to waive or reduce the rate of interest payable to them in respect of their capital and Loan Accounts in the case of losses or of reduced profits or of difficult financial position of the business of the LLP or of the expansion or other urgent needs of the business of the LLP.

27. REMUNERATION

The remuneration to the Designated Partners shall be such as may be unanimously decided by the partners.

28. SHARE OF PROFIT AND LOSS

28.1 The Net profit of the LLP arrived at after providing for and deduction of all the costs, charges, expenses, liabilities, debts and taxes standing to their credit in the books of the Partnership as on the last date of the relevant financial year shall be divided and distributed amongst the Partners in the following proportion:

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SR. NO.	NAME OF PARTNER	PERCENTAGE OF PROFIT
1	AMIT VINODANAND MISHRA	30%
2	SUNAND VINODANAND MISHRA	15%
3.	RAJESH KUMAR JHA	30%

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4.	RAJESH KUMAR JHA	**10%**
5.	RAJU UMESH MISHRA	**10%**
6.	SHAMBHU MITHILESH JHA	**05%**

282On the cessation of business of the LLP, all the lawful outstanding dues of the secured and unsecured creditors shall be first paid and all the other lawful liabilities of the LLP shall be cleared. The balance, if any, shall be distributed among the Partners in the profit sharing ratio.

283 The Losses of the LLP including loss of Capital, if any, shall be borne and paid by the Partners in the following proportion:

SR. NO.	NAME OF PARTNER	PERCENTAGE OF LOSS
1	AMIT VINODANAND MISHRA	**30%**
2	SUNAND VINODANAND MISHRA	**15%**
3	RAJESH KUMAR JHA	**30%**
4	RAJESH KUMAR JHA	**10%**
5	RAJU UMESH MISHRA	**10%**
6	SHAMBHU MITHILESH JHA	**05%**

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29. DRAWINGS BY PARTNERS

Each Partner shall be entitled to withdraw out of the Partnership funds as drawings such amount towards their share of profit or from the credit balance of his income account. as may be decided by the partners mutually in writing from time to time.

30. INTELLECTUAL PROPERTY:

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Notary Public, Darbhanga

Rajesh Kumar Jha

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All brand names, logos, trademarks, etc. whether registered or not, belonging to or used by the LLP for any project undertaken by the LLP shall belong solely exclusively absolutely to the LLP, viz AVM SMART HOMES LLP alone.

31. All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights of whatever kind shall be the property of the LLP and no Partner shall be entitled to hold himself out as entitled to or otherwise use for himself such property otherwise then as a client or customer

32. LOANS FROM / TO PARTNERS

32.1 The LLP may take Loans from Partners. It is hereby agreed that simple Interest at the rate of 12% p.a. shall be payable by the LLP on the said Loans received from Partners subject to clause 26 hereof.

322 LLP may grant loans to its partners. The giving of such loans and interest on loans will be determined by partners unanimously.

33 ACCOUNTS AND AUDIT

33.1 The accounting year of the **LLP** shall be from 1st April of the year to 31st March of the subsequent year. The first accounting year shall be from the date of incorporation of this **LLP** till 31st March of the subsequent year viz.31st March 2021 or as per the Generally Accepted Accounting Principles in India.

33.2 The books of accounts of the LLP shall be kept at the said office of the LLP for the reference of all the partners.

33.3 The LLP shall within a period of 6 months from the end

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of each financial year, prepare an Annual Statement of Accounts and Solvency for the said financial year as at the last day of the said financial year in the prescribed form.

33.4 The Designated Partners of the Limited Liability Partnership shall put their signature on the Statement of Accounts and Solvency.

33.5 The LLP shall file the Statement of Account and Solvency with the Registrar every year.

33.6 If any Partner refuses to sign the Annual Statements of Accounts and Solvency without giving any valid or justifiable reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

33.7 The Statement of Accounts and Solvency and Annual Return filed by the LLP shall be available for inspection in the office of the Registrar during business hours in such manner and on payment of such fees as may be prescribed.

33.8 The LLP shall maintain proper books of accounts relating to its affairs for each year of its existence on cash basis or accrual basis and according to double entry system of accounting and shall maintain the same at its registered office.

33.9 The accounts of the Limited Liability Partnership shall be audited in accordance with the Rules prescribed under section 34 (3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules and Forms, 2008. and the Rules prescribed by the Central Government.

33.10 The Limited Liability Partnership shall be required to file an Annual Return with the Registrar within sixty days of closure of its financial year.

33.11 The auditors will be appointed by the Designated

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Partners of the LLP and their remuneration will be fixed by them.

34. Every Partner and any other person employed in the business of the LLP shall, before entering upon his duties, sign a Declaration pledging himself to observe strict secrecy and confidentiality in respect of all transactions of the LLP with its customers/clients and the Statements of Accounts with individuals and in matters relating thereto and shall by such Declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by mutual consent of the Partners and except so far as may be necessary in order to comply with the provisions of the said Act and/or otherwise of law.

35. This LLP Agreement along with the LLP's Certificate of Incorporation shall be laid before a special general meeting of the Partners to be held within 30 days of the registration of the LLP.

36. ALTERATION OF LLP AGREEMENT

36.1 Notwithstanding anything stated or provided herein the Partners hereto have full powers and discretion to modify, after or vary the terms and conditions of the Partnership Agreement in any manner whatsoever they think fit by mutual consent, which shall be reduced to writing to be signed by the partners and shall be duly registered.

36.2 With respect to any matter connected with the affairs of the LLP, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

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36.3 The partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary Agreement and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such Agreement is executed and the same shall form part of this LLP Agreement.

36.4 Where there is a change in constitution of Partnership (either due to change in profit/loss sharing ratio between the partners or due to admission of a partner or otherwise) a fresh Agreement shall be drawn up to give effect to the said reconstitution.

36.5 No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP shall be valid or effective or binding upon the Partners or the LLP unless reduced to writing as a Supplemental to this Agreement and duly signed and accepted by the Partners of the LLP as on the relevant date of alteration, amendment or change.

37. MISCELLANEOUS PROVISIONS

37.1 Each party shall be responsible and liable for and shall pay their separate/respective debts, taxes, dues and liabilities and shall indemnify the other from any liability claims and demands made on the other/ the LLP on account of non-payment of such taxes /debts /dues / liabilities.

37.2 The partners shall be entitled to claim any money or money's worth paid for or on behalf of the LLP. Any expense incurred exclusively for the LLP shall be reimbursed in total. Including pre-incorporation expenses.

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37.3 This Agreement represents the entire agreement between the parties and no modifications shall be valid and binding unless reduced to writing and signed by the parties.

37.4 If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, then only that provision shall be severable and divisible from this Agreement and shall be deemed to stand deleted and the validity of the remaining provisions and otherwise of this Agreement shall not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties shall use their best endeavors to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

37.5 Any relaxation/delay made/ shown by any party in exercising his rights against the other shall not be deemed and/or construed to be waiver of any such rights and shall not prejudice the rights and remedies of such party in any manner whatsoever.

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A/NO 0511/74591
GOVT. OF BIHAR

37.6 Any notice by any Partner to the LLP may be given by addressing and dispatching the same to the LLP by RPAD (Registered Post with Acknowledge Due) to the registered office of the LLP or by Hand Delivery thereat.

37.7 Any notice to a Partner shall be deemed to have been sufficiently given by the LLP/ the other Partner by addressing and dispatching the same to such Partner by RPAD (Registered Post with Acknowledge Due) to or by Hand Delivery at his usual or last known address in India.

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For AVM SMART HOMES LLP

38 RESOLUTION OF DISPUTES

38.1 All disputes between the partners or between any Partner and the LLP arising out of the Limited Liability Partnership or this Agreement which cannot be resolved in terms of this Agreement and all disputes arising out of or in connection with the interpretation of this Agreement or any clause or provision contained herein or the respective rights, duties or liabilities of the partners hereunder, which cannot be resolved by mutual discussions, shall be referred to arbitration as the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re- enactment thereto. The venue of the arbitration proceedings shall be Mumbai and the proceedings shall be in English.

38.2 Only the court of competent jurisdiction at Bihar shall have exclusive jurisdiction in all matters.

IN WITNESS WHEREOF the parties have put their respective hands

the day and year first hereinabove written

NOTARY Umak Bhagat DARBHANGA A/NO 0511/74593 GOVT. OF BIHAR

Signature:
(Amit Vinodanand Mishra)

Witness:
Name:
Address:

Signature
(Sunand Vinodanand Mishra)

Witness:
Name:
Address:

Signature Rajesh Kr Jha
(Rajesh Kumar Jha)

Signature
(Rajesh Kumar Jha)

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FOR AVM SMART HOMES LLP

Signature
(Raju Umesh Mishra)

Signature
(Shambhu Mithilesh Jha)

SCHEDULE 1

ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE LLP

(A) THE OTHER BUSINESSES ARE:

1) To acquire by purchase or otherwise any land, buildings, structures, sheds, godowns and to develop, alter, improve or renovate the same as may be required for the purpose of the business of the LLP.

2) To purchase, acquire or otherwise obtain and to enter into all manner of technical, financial and/or other collaboration agreements or local body or authority or Government, both central as well as state in India or in any part of the world for the purchase or acquisition of technical knowledge, know-how or any other secret, technical, managerial operating, commercial or other information for the purpose of carrying on the business of the LLP.

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3) To appoint agents or establish agencies or branches in India or elsewhere and setup Indenting Houses, Export Houses, Brokerage houses, to open retail stores for purchase and sale of goods of all descriptions of the manufactures which the Designated Partners may purchase and deal in as principals or as agents, distributors or as commission agents, and to take part in the management, supervision or control of the business or

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UMA KANT BHAGAT
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operations of any Designated Partners, having similar objects association, firm or person on such terms and conditions as may be agreed upon.

(g4) To undertake and execute any contracts for works involving the supply for use of labour equipment and appliances and to carry over any ancillary or other works comprised in such contracts, concerning the main objects.

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Notary Public, Darbhanga

3.11.20

For AVM SMART HOMES LLP