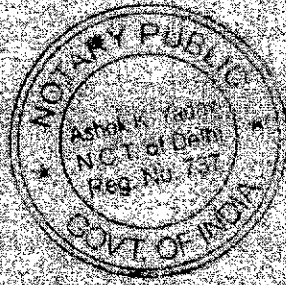
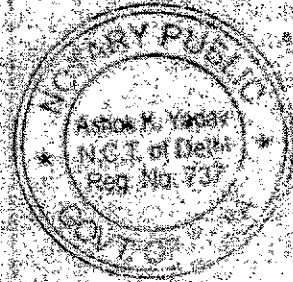


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	IN-DL40208974444882P
Certificate Issued Date	09-Oct-2017:04:01 PM
Account Reference	NONACC (BK)/ dlcblbk02/ ANAND VIHAR/ DL-DLH
Unique Doc. Reference	SUBIN-DL DLGBIBK0282326914063841P
Purchased by	SANKALPINFRALINE LLP
Description of Document	Article 46 Partnership
Property Description	DEEP CHAMBER KH. NO. 72/11/2 MUNDKA WEST DELHI
Consideration Price (Rs.)	0 (Zero)
First Party	SANKALPINFRALINE LLP
Second Party	NA
Stamp Duty Paid By	SANKALPINFRALINE LLP
Stamp Duty Amount (Rs.)	5,000 (Five Thousand only)



For SANKALPINFRALINE LLP

Please write or type below this line

[Signature]
Shiv Kumar Kanodia
(Designated partner)

[Signature]
Sashikant Goyal
(Designated partner)

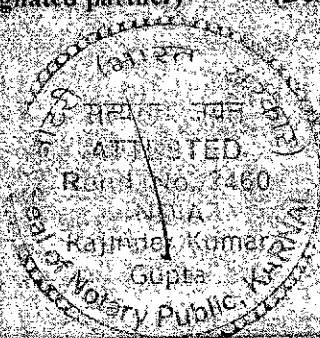
[Signature]
Abhinav Kumar
(Designated partner)

[Signature]
Pradeep Kumar Lathar
(Designated partner)

[Signature]
Sonia Hospital Private Limited
(Partner)

Samunder Singh (Nominee)

1 Page Free Copy Attached



[Signature]
Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)

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

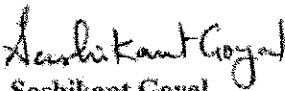
THIS Agreement of LLP made at Delhi on 09/10/2017.

BETWEEN


1. **SHIV KUMAR KANODIA** residing at 4, Ballav Das Street 3rd Floor, Room 335, Kolkata West Bengal-700007 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 **FIRST PARTY**,
2. **SASHIKANT GOYAL** residing at Flat No. 303, IIIrd Floor, Siripuram, TS No. 68, Roushan Towers, Balaji Nagar, Visakhapatnam, Andhra Pradesh 530003 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 PARTY**,
3. **ABHINAV KUMAR**, residing at Deep FH, Main IOC Road, Bijwasan, New Delhi 110061 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 PARTY**.
4. **PRADEEP KUMAR LATHAR**, residing at Deep FH, Main IOC Road, Bijwasan, New Delhi 110061 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 **FORTH PARTY**
5. **SONIA HOSPITAL PRIVATE LIMITED** having registered office at Plot No. 1, Gulshan Park, Main Rohtak Road, Nangloi, New Delhi 110041 through its authorized representative **Samunder Singh** 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 **FIFTH PARTY**,
6. **HONEST PROPERTIES PRIVATE LIMITED** having registered office at 265, Udyog Bhawan, 2nd Floor, Sonawala Road Goregaon(E), Mumbai 400063 through its authorized representative **Tarun Kanodia** 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 **SIXTH PARTY**,

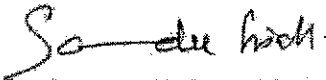
For **SANKALPINFRALINE LLP**

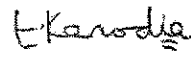

Shiv Kumar Kanodia
(Designated partner)


Sashikant Goyal
(Designated partner)

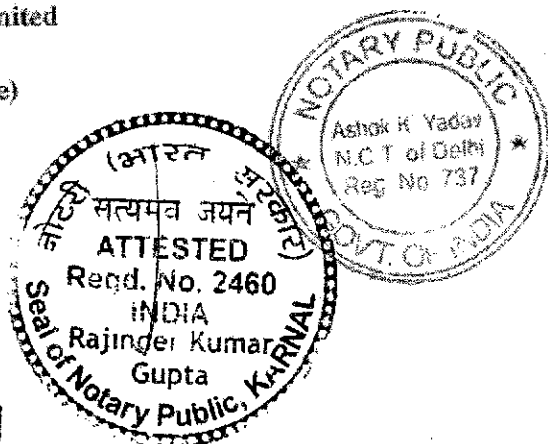

Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)

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(ALL THE FIRST TO SIXTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW The First to Sixth Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008

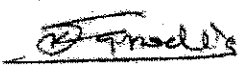
And that they intends to write down the terms and conditions of the said formation and

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

1. A Limited Liability Partnership shall be carried on in the name and style of M/s. SANKALPINFRALINE LLP and hereinafter called as SANKALPINFRALINE LLP.
2. The SANKALPINFRALINE LLP as constituted under this Deed shall be deemed to be have commenced on 09/10/2017.
3. The SANKALPINFRALINE LLP shall have its registered office at Deep Chambers, Kh. No. 72/11/2, Mundka, West Delhi, Delhi – 110041 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
4. The Contribution of the SANKALPINFRALINE LLP shall be Rs 50,00,00,000.00 (Rupees Fifty crore) which shall be contributed by the partners in the following proportions.


First Party	Rs 50,00,000.00 (Rupees Fifty Lakhs only)
Second Party	Rs 50,00,000.00 (Rupees Fifty Lakhs only)
Third Party	Rs 50,00,000.00 (Rupees Fifty Lakhs only)
Forth Party	Rs 50,00,000.00 (Rupees Fifty Lakhs only)
Fifth Party	Rs 24,00,00,000.00 (Rupees Twenty Four Crore only)
Sixth Party	Rs 24,00,00,000.00 (Rupees Twenty Four Crore only)


For SANKALPINFRALINE LLP

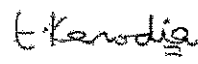

Shiv Kumar Kanodia
(Designated partner)


Sashikant Goyal
(Designated partner)

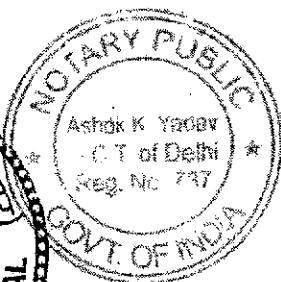
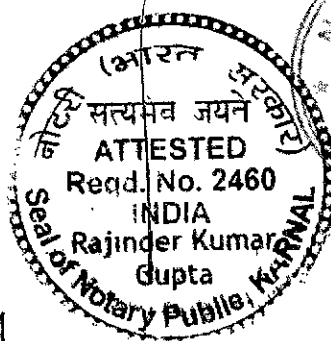

Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)

31/12/2021
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The further Contribution if any required by the SANKALPINFRALINE LLP shall be brought by the partners in the ratio as mutually agreed by them at that time.

5. The SANKALPINFRALINE LLP may have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
6. The First to Forth Partner shall be working partner. The remuneration is to be paid as per mutual agreement. However, the remuneration shall not exceed the limits prescribed under 40(b) of the Income- tax Act, 1961.
7. The capital, current and loan account of all partners shall bear interest and the interest to be paid shall not exceed 12% p.a. The partners by mutual consent may increase, reduce, waive or alter the rate of interest; however the same shall be within the limits prescribed under section 40(b) of the Income- tax Act, 1961.
8. The net profits and losses of the SANKALPINFRALINE LLP arrived at after providing for all expenses, and taxes shall be divided in the following proportions:

To the said SHIV KUMAR KANODIA 20%

To the said SASHIKANT GOYAL 20%

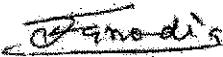
To the said ABHINAV KUMAR 20%

To the said PRADEEP KUMAR LATHAR 20%

To the said SONIA HOSPITAL PRIVATE LIMITED 10%


To the said HONEST PROPERTIES PRIVATE LIMITED 10%


For SANKALPINFRALINE LLP

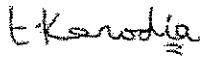

Shiv Kumar Kanodia
(Designated partner)


Sashikant Goyal
(Designated partner)

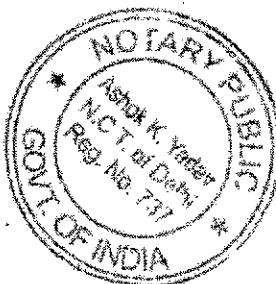

Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonja Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)

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9. The bankers of the partnership shall be mutually decided by the partners as when required by them.

Admission of New Partner

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

11. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution as mutually agreed by the others partners at that time

12. The Profit sharing ratio of the incoming partner will be in proportion as mutually decided by all the existing partners at the time of admission.

Rights of Partner

13. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said **SANKALPINFRALINE LLP** in the proportion of their Contribution.

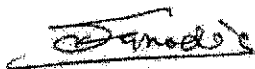
14. Every partner has a right to have access to and to inspect and copy any books of the **SANKALPINFRALINE LLP**.

15. 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 **SANKALPINFRALINE LLP** shall have no objection thereto provided that the said partner has intimated the said fact to the **SANKALPINFRALINE LLP** before the start of the independent business and moreover he shall not uses the name of the **SANKALPINFRALINE LLP** to carry on the said business.

16. If any partner shall advance any sum of money to **SANKALPINFRALINE LLP** over and above his due contribution to capital, the same shall be a debt due from the **SANKALPINFRALINE LLP** to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.


17. **SANKALPINFRALINE LLP** shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the **SANKALPINFRALINE LLP**.


For **SANKALPINFRALINE LLP**

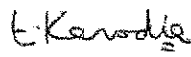

Shiv Kumar Kanodia
(Designated partner)

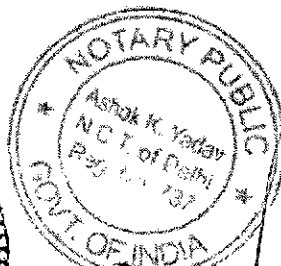
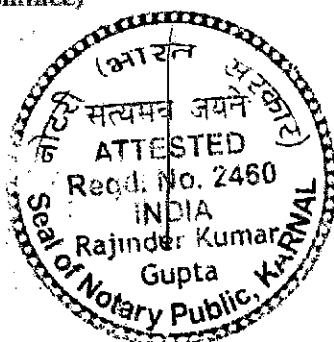

Sashikant Goyal
(Designated partner)


Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)



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18. 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. However, upon insolvency of a partner his or her rights, title and interest in the SANKALPINFRALINE LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the SANKALPINFRALINE LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

19. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the SANKALPINFRALINE LLP.

Duties of Partners

20. Every partner 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.

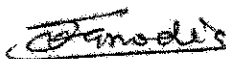
21. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.

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

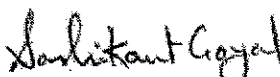
23. Each partner shall be just and faithful to the other partners in all transactions relating to the LLP.

24. In case any of the Partners of the SANKALPINFRALINE LLP desires to transfer or assign his interest or shares in the SANKALPINFRALINE LLP he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.

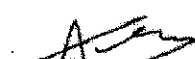
For SANKALPINFRALINE LLP



Shiv Kumar Kanodia
(Designated partner)



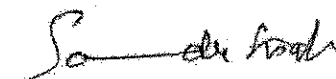
Sashikant Goyal
(Designated partner)



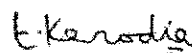
Abhinav Kumar
(Designated partner)



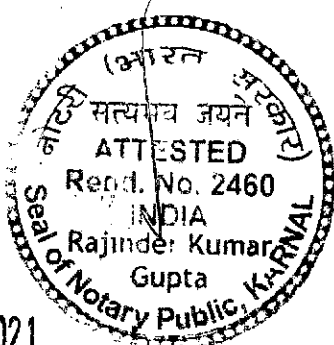
Pradeep Kumar Lathar
(Designated partner)



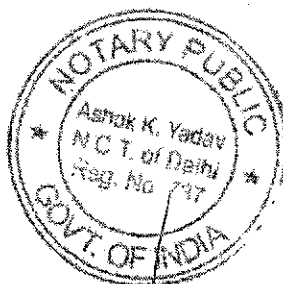
Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)



Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)



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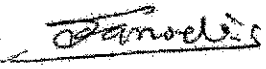


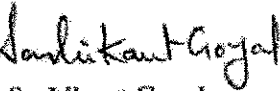
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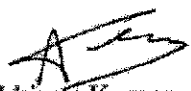
25. No partner shall without the written consent of the SANKALPINFRALINE LLP:--

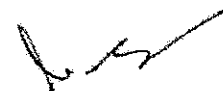
- I. Employ any money, goods or effects of the SANKALPINFRALINE LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the SANKALPINFRALINE LLP.
- II. Lend money or give credit on behalf of the SANKALPINFRALINE LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the SANKALPINFRALINE LLP by the partner incurring the same.
- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the SANKALPINFRALINE LLP property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share" in the SANKALPINFRALINE LLP or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the SANKALPINFRALINE LLP except upon the written consent given by the other partner.
- VI. Engage or except for gross misconduct, dismiss any employee of the partnership.
- VII. Engage directly or indirectly in any business competing with that of the Limited Liability Partnership.
- VIII. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered.

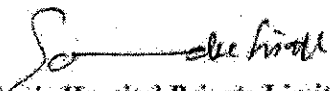
For SANKALPINFRALINE LLP

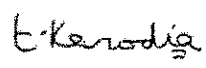

Shiv Kumar Kanodia
(Designated partner)

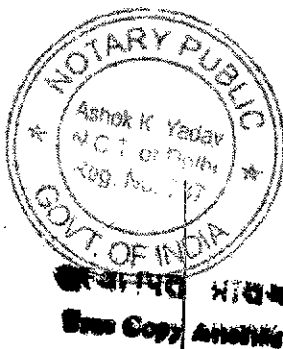

Sashikant Goyal
(Designated partner)


Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)



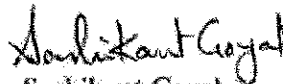
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Meeting

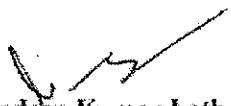
26. All the matters related to the SANKALPINFRALINE LLP as mentioned in schedule II to this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
27. The meeting of the Partners may be called by sending 5 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the SANKALPINFRALINE LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
28. The meeting of Partners shall ordinarily be held at the registered office of the SANKALPINFRALINE LLP or at any other place as per the convenience of partners.
29. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
30. Every 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 SANKALPINFRALINE LLP.
31. Each partner shall--
 - I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the SANKALPINFRALINE LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the SANKALPINFRALINE LLP business and they all shall be the working partners.


For SANKALPINFRALINE LLP

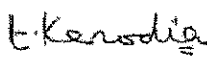

Shiv Kumar Kanodia
(Designated partner)

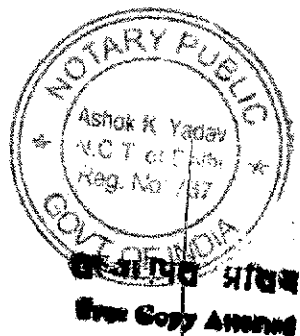

Sashikant Goyal
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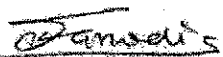
Duties of Designated Partner

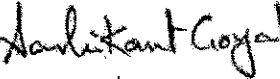
32. The First Party to Forth Party shall act as the Designated Partner of the SANKALPINFRALINE LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
33. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
34. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
35. The SANKALPINFRALINE LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
36. The SANKALPINFRALINE 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 SANKALPINFRALINE LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners


37. Partner may cease to be partner of the SANKALPINFRALINE LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
38. 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 SANKALPINFRALINE LLP with fraudulent purpose.
39. The SANKALPINFRALINE LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.


For SANKALPINFRALINE LLP

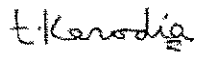

Shiv Kumar Kanodia
(Designated partner)

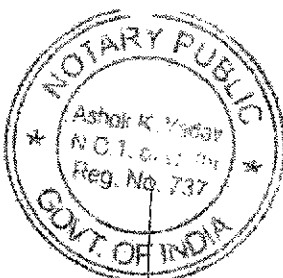

Sashikant Goyal
(Designated partner)


Abhinav Kumar
(Designated partner)


Pratdeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)



कृपा पत्र प्रतिलिपि
This Copy Attested

31 DEC 2021

Extent of Liability of SANKALPINFRALINE LLP

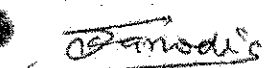
SANKALPINFRALINE LLP is not bound by anything done by a partner in dealing with a person if—


- I. the partner in fact has no authority to act for the SANKALPINFRALINE LLP in doing a particular act; and
- II. the person knows that he has no authority or does not know or believe him to be a partner of the SANKALPINFRALINE LLP.

Miscellaneous Provisions

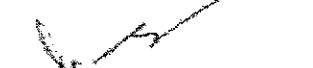
40. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
 - I. in the ordinary and proper conduct of the business of the limited liability partnership; or
 - II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
41. The books of accounts of the firm shall be kept at the registered office of the SANKALPINFRALINE LLP for the reference of all the partners.
42. The accounting year of the SANKALPINFRALINE LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this SANKALPINFRALINE LLP till 31st March of the subsequent year.
43. It is expressly agreed that the bank account of the SANKALPINFRALINE shall be jointly/individually operated by the all four Partner (Mr. Shiv Kumar Kanodia, Mr. Sashikant Goyal, Mr. Abhinav Kumar & Mr. Pradeep Kumar Lathar)
44. This agreement may be altered by executing any supplementary or reconstitution agreement in writing.

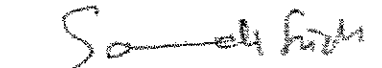
For SANKALPINFRALINE LLP



Shiv Kumar Kanodia
(Designated partner)


Sashikant Goyal
(Designated partner)


Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
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Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Taron Kanodia (Nominee)



31 DEC 2021

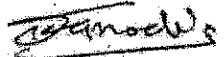
45. All disputes between the partners or between the Partner and the SANKALPINFRALINE LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

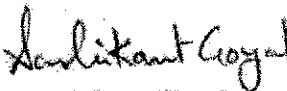
IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

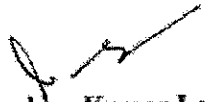
For and on behalf of

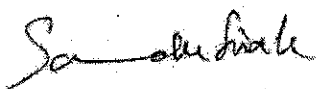
For SANKALPINFRALINE LLP

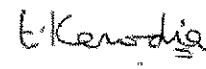

Shiv Kumar Kanodia
(Designated partner)


Sashikant Goyal
(Designated partner)


Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
(Designated partner)


Sonia Hospital Private Limited
(Partner)
Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)

Witness:

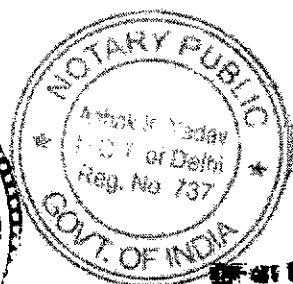
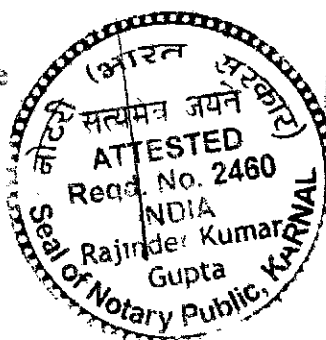


1. Sandeep Shukla S/o Shri B.N Shukla
R/o HIG 72, Brij Vihar, Ghaziabad, UP



2. Deepak Shukla S/o Shri B.N Shukla
R/o HIG 72, Brij Vihar, Ghaziabad, UP

II / Page



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NOTARY PUBLIC
DELHI (INDIA)

कॉपी प्रमाणित
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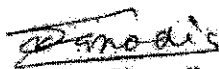
18 OCT 2017
18 OCT 2017

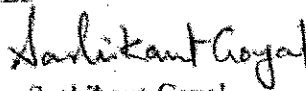
SCHEDULE I

OBJECT OF SANKALPINFRALINE LLP

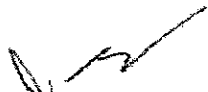
- a) To sale, purchase, develop, lease, sub-lease any land, plot(s) of land or immovable property or any right or interest therein and to develop and construct thereon residential, commercial complex or complex(es), warehouse or warehouse(s), roads, bridges, ports, either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).
- b) To sale, purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the domain of India to divide the same into suitable plots, and to rent or sell the plots for building /constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize the cost in lumpsum or easy installments or by hire purchase system and otherwise.
- c) To purchase, sell and otherwise to carry on the business such as builders, contractors, engineers, Estate agents, decorators, surveyors, interior designers, trader or suppliers of all kinds of general goods and construction related materials.
- d) To carry on business of money lending and providing securities on any terms that may be thought fit and particularly to carry on the business as financiers and investors and to purchase or otherwise acquire, issue, re-issue, sell, place and deal in shares, stocks, bonds, debentures, and securities of all kinds and to give any guarantee or security for payment of dividends or interest there on or otherwise in relation there to and to carry out all such operations and transactions as an individual may lawfully undertake and carry out nothing contained herein shall entitle the company to carry on the business of banking as defined in the Banking Regulation Act, 1949.


For SANKALPINFRALINE LLP

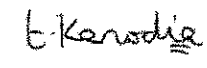

Shiv Kumar Kanodia
(Designated partner)

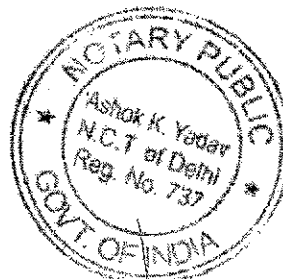

Sashikant Goyal
(Designated partner)


Abhinav Kumar
(Designated partner)


Pradeep Kumar Lathar
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Sonia Hospital Private Limited
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Samunder Singh (Nominee)


Honest Properties Private Limited
(Partner)
Tarun Kanodia (Nominee)



31/12/2021
Scan Copy Attached

31 DEC 2021

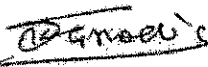
- e) To carry on the business of buyers, sellers, suppliers, agents, traders, merchants, importers, exporters, indenters, brokers, retailers, assemblers, packers, stockiest, dealers, contractors, transporters, distributors, processors, fabricators, recycling, manufacturer of ferrous and non ferrous metals, alloys steels, ferroalloys, aluminium, copper, tin, lead, stainless steel, scraps, pig iron, wrought iron, sponge iron, steel casting, industrial and other waste and by products, hardware, stores plant, machinery, engineering goods and equipments, re-rollers of ferrous and non ferrous metals, steel bimetal products, copper and copper alloys, pre stressed pillars including mild steel scrap, steel skull, high carbon, spring, high speed, tool, alloy, stainless and steel, ingots, billets, rounds, flats, angles, channels, plates, bars, joists, rods, structural, tubes, pips, sheets, castings, wires and rolling materials.


SCHEDULE II

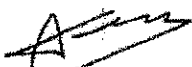
MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY IN NUMBER OF THE PARTNERS

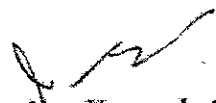
- Ratification of this LLP Partnership Agreement post-incorporation of the LLP;
- Any alteration to this LLP Agreement;
- The admission of new Partners;
- Appointment of Designated Partner;
- Raising further capital under para 5(3) above.
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- Winding up and dissolution of the LLP.

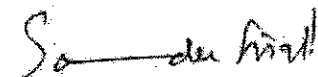
For SANKALPINFRALINE LLP

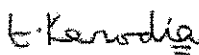

Shiv Kumar Kanodia
(Designated partner)

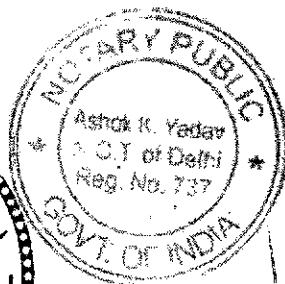
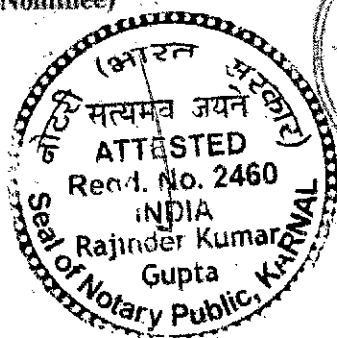

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SCHEDULE III

MATTERS REQUIRING APPROVAL OF ALL DESIGNATED PARTNERS:

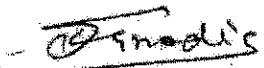
- a. Change of Registered office of the LLP from one place to another within the local limits of same city, town or village.
- b. Engage, appoint, remove or dismiss and decide the terms and conditions of any apprentice, employee or agent of the LLP.
- c. Fix the day, date and time of convening of Annual Meetings of partners.
- d. To borrow money, provide securities or give guarantees for the purpose of business of LLP.
- e. Investments of surplus fund not immediately required.
- f. Any single transaction or contract with related party for a value exceeding a sum of Rs.50,00,000/- (Rupees Fifty Lacs Only)
- g. Payment of remuneration, professional fees and other benefits to relatives of partner exceeding a sum of Rs.10,00,000/- p.a.(Rupees Ten Lacs Only)
- h. To incur capital expenditure in excess of Rs.50,00,000/- p.a.(Rupees Fifty Lacs Only)
- i. Opening, maintenance and closing of bank account.
- j. Appointment of auditors on voluntary basis or if otherwise required by the Act or rules made there under and to fix their remuneration.
- k. Appointment of any consultant and to fix their remuneration.


SCHEDULE IV


MATTERS REQUIRING APPROVAL OF ALL PARTNERS


- (a) Change of name of LLP
- (b) Change of Registered office outside the local limits of city, town or village.
- (c) Delegation of powers to the designated partners
- (d) Decisions related to merger, amalgamation of LLP.

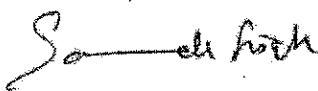
For SANKALPINFRALINE LLP

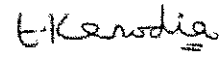

Shiv Kumar Kanodia
(Designated partner)

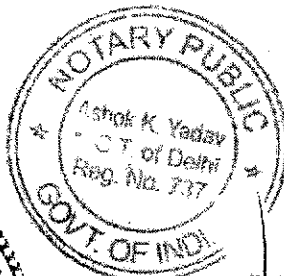

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उत्तराखण्ड प्रमाणित
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