



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:



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

Mailing Address as per record available in Registrar Office:



20 NOV 2018



Jha
 Jagmohan Jha
 Notary Genl. of India
 Odisha, BBSR, Distkhorda
 Regd. No. - 77912009
 Mob. : 9861009474
 20/11/2018
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LLP AGREEMENT FOR SRI BHULAXMI INFRATECH LLP

THIS Agreement of LIMITED LIABILITY PARTNERSHIP (the "LLP Agreement" or "the Agreement") is made and entered into as on the 5th Day of November 2018 by and between

1. Mr. Biranchi Narayan Mishra, Son of Mr. Satyabadi Mishra, aged 46 years, whose present residential address is At-361/2315, Near Techno School, Patrapada, Khandagiri, Bhubaneswar - 751019, Odisha, India, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called as **FIRST PARTY**, and
2. Mr. Sarbeswar Sahu, Son of Mr. Maheswar Sahoo, aged 57 years, whose present residential address is At-Sunakhala Sahi, Rajsunakhala, Ranapur, Nayagarh-752065, Odisha, India, 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 as **SECOND PARTY**.



Biranchi Narayan Mishra
Sarbeswar Sahoo

Shree Balupuri Singh Up

23303
5/11/18

Katupur

DISTRICT TREASURY
KHURDA, BHUGANESWAR
03 NOV 2018
ADDL. TREASURY OFFICER

M
M

Account Manager

C.R. PRUSTY
Stamp Vendor
D.O., BHUGANESWAR





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WITNESSESTH the mutual agreement of the Parties hereto as follows:

WHEREAS, the parties hereto desire to adopt a Limited Liability Partnership Agreement for forming SRI BHULAXMI INFRATECH LLP (the "LLP") to more particularly provide for their respective rights, powers, duties and obligations as Partners and the management, operations and activities of the LLP.

WHEREAS, as soon as practicable following execution of this Agreement, the required forms for the LLP shall be filed with the Registrar of Limited Liability Partnership.

NOW, THEREFORE, the Partners by this Agreement set forth the Limited Liability Partnership Agreement (LLP Agreement) for the LLP under the Limited Liability Partnership Act, 2008 (LLP Act, 2008) upon the following terms and conditions:

INTERPRETATION

In this Agreement and the Schedules to it the following terms shall have the following meanings unless the context otherwise requires:-

"LLP Act" or "the Act" means the Limited Liability partnership Act, 2008 (6 of 2009) or "LLP Act, 2008", as amended from time to time;

"Agreement" means this "Limited Liability Partnership Agreement" or "LLP Agreement", as originally executed and as amended, modified or supplemented from time to time.

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

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Shri Bhubaneswar Jyotish UP

5/11/12

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**DISTRICT TREASURY
KHURDA, BHUBANESWAR**

03 NOV 2016

[Signature]

ADDL. TREASURY OFFICER

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[Signature]

C.R. PRUSTY
Stamp Vendor
D.S.O., BHUBANESWAR

STAMP

RECEIVED

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Jagyneshwar Acharya
Notary Govt. of India
Odisha, EBSR, Dist-Khurda
Regd. No. - 77912009
Mob. - 9861006174

"Accounting Year" or "Financial year" of the LLP means the period from the 1st day of April of a year to the 31st day of March of the subsequent year and shall be maintained in accordance with Clause 10;

"Accountants" means who maintains the accounts as designated by the organization or such other nationally recognized public accountants of the LLP as may be selected from time to time by the LLP.

"Business" means the activities, management and operations of the LLP as set out in this Agreement;

"Capital Contributions" means the contributions made by the partners to the LLP pursuant to clause 5 hereof and, in the case of all the partners, the aggregate of all such capital contributions.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Partner" means each party to this Agreement shall be a Partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the "Partners"). The names and addresses of the initial Partners are set forth on **Schedule 1** hereto. Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

"Partner's Interest" means the ownership interest of a Partner in the LLP, including a partner's right to share in the LLP's items of income, gain, loss, deduction, credits and similar items, and the right to receive distributions from the LLP, as well as a LLP's rights to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

Terms not defined herein but defined under the LLP Act or LLP Rules, shall have the respective meaning assigned to them under the LLP Act or LLP Rules.

Unless specifically stated to the contrary, any masculine word ("his") or expression shall include feminine ("her") and vice versa and any singular word or expression shall include plural and vice versa.

Parvati Nayyar
Sachin



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

Jayanswar Acharya
Notary Public of India
Odisha, Dist. Khurda
Regd. No. 7912009
Mob. : 9361006174

1.Name:

The Limited Liability Partnership shall operate in the name and style of **M/s. SRI BHULAXMI INFRATECH LLP** and under this name, the Partnership business shall be carried on.

The Partners may change the name of the LLP at any time. Such change must be notified to the Registrar Office by the Designated Partners in accordance with the provisions of the Act.

2.Registered Office:

The LLP shall have its registered office at **At- 361/2315, Near Techno School, Po - Patrapada, Khandagiri, Bhubaneswar - 751019, Odisha, India** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time. Upon any change in the registered office address of the LLP, it shall be the duty of the designated partner of the LLP to notify it to the Registrar in the prescribed form.

3.Term:

M/s SRI BHULAXMI INFRATECH LLP as constituted under this Agreement shall be deemed to be have commenced its business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in this Agreement and as provided under the Act and/or the Rules.

4.Incorporation:

The incorporated LLP shall be duly organized and continue to validity exist under the laws applicable to it. The LLP, upon its incorporation, shall be qualified to do business and shall have all the requisite powers and authorities to *inter alia* conduct its business, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

The Partners shall complete and deliver such forms as may be required to the Registrar and pay all required fees to incorporate the LLP in accordance with the LLP Act. The certificate of registration of the LLP shall be kept at the registered office of the LLP.

5. Capital Contribution:

5.1 Initial Contribution:

The Contribution of the LLP shall be Rs. 10,00,000.00 (Rupees Ten Lacs only) which shall be contributed by the partners in the following proportions:

[Handwritten signatures and initials in blue ink]



First Party 50% i.e. Rs. 5,00,000.00 (Rupees Five Lacs only)

Second Party 50% i.e. Rs. 5,00,000.00 (Rupees Five Lacs only)

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 unless mutually agreed by all partners.

5.2 Form of Contribution:

The contribution of the Partner may be tangible, intangible, moveable or immovable property, or in the form of contract of service, etc. However, the contribution in a form other than money shall be valued by an approved valuer, as provided under the LLP Act/Rules.

5.3. Nature of contribution:

Subject to the provisions of this Agreement, the capital commitment of a Partner shall represent the maximum aggregate amount of cash and property that such Partner is required to contribute to the capital of the LLP in terms of this Agreement and shall not be changed during the term of the LLP, without such Partner's consent.

5.4 Additional contribution:

The partners hereto have also agreed to subscribe additional capital in the ratio as agreed mutually among the continuing partners whenever it is required to do so for the efficiency of the business. A decision to bring in further capital contribution shall be taken by the partners in a duly convened meeting.

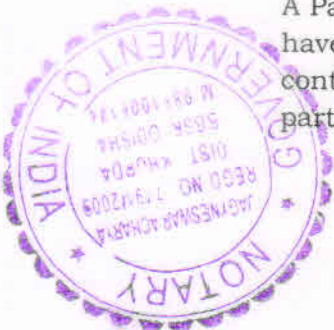
5.5 Withdrawal or Reduction of Capital Contributions:

Subject to the provisions of this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of his capital contribution.

A partner, irrespective of the nature of its capital contribution, shall only have the right to demand and receive cash in return for its capital contribution, unless the partners shall have unanimously agreed that such partner may receive a distribution in kind.

5.6 Mode of return of capital contribution:

A Partner, irrespective of the nature of his capital contribution, shall only have the right to demand and receive cash in return for his capital contribution. This shall however be subject to the agreement of the partners in a duly convened meeting.



Amal Kumar Acharya
Sachin

Jagdishwar Acharya
Notary Public, Government of India
BBSR, Dist-Khurda
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5.7 Interest on contribution:

No interest shall be payable on or with respect to the contributions or capital accounts of Partners.

5.8. Liability in case of death or disability of Partner:

The interests of Partners in the LLP constitute their personal estate. In the event of the death or legal disability of any Partner, the executor, trustee or administrator of such Partner shall be bound by the provisions of this LLP Agreement. In case a Partner is not a natural person, the legal representative of such Partner shall be bound by the provisions of this LLP Agreement.

6. Sharing of Profits and Losses:

All the Partners of the LLP are entitled to share profit and losses in the ratio of their respective contribution in the LLP and they shall also bear the capital gain/loss in the same proportion.

7. Place of Business/LLP Property

The LLP business shall be carried out at the Premises referred to in this Agreement, which shall remain the property of the LLP at all times. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relating to the Premises and any other premises acquired for the purpose of the LLP business shall be borne by the LLP.

The legal estate in all freehold or leasehold properties acquired for the purpose of the LLP shall be vested in the Partners upon trust for sale, or in some of the partners as trustees for all the remaining partners. The net proceeds of sale and the rents and profits until sale shall form part of the assets of the LLP. The trustees shall be indemnified by the LLP against the rent and other outgoings in respect of the properties and the costs and expenses of observing the covenants relating to them.

8. Nature of Business:

The nature and purpose of the business to be conducted by **M/s. SRI BHULAXMI INFRATECH LLP** is to engage in any lawful act or activity for which a LLP may be formed under the LLP Act. The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business. It may also include any other business conducted in such manner as may be decided by the majority of Partners from time to time. Nothing set forth in this Agreement shall be construed as authorizing

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the Partners to possess any purpose or power, or to do any act or thing forbidden by law to a LLP formed under the LLP Act.

The Main business to be carried by the LLP is described in Schedule 2 of this Agreement.

9. Banking

All funds of the LLP shall be deposited in its name in such current account or accounts as shall be designated by the partners. All withdrawals are to be made upon cheques signed by the designated partner authorized by all the partners.

10. Accounts

The accounts of the LLP shall be maintained according to the financial year, from 1st April to 31st March and general account shall be taken of all the capital assets and liabilities to, the time being of the LLP as on 31st March in each year and a balance sheet and profit and loss account shall be prepared by a Chartered Accountant when required by the statute to be appointed by the designated partners.

The LLP shall maintain usual account and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the partners.

The accounts of the LLP shall be approved by all the designated partners of LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of partners.

Complete books and records of the LLP shall be maintained on accrual basis accurately reflecting the accounts, business and transactions of the LLP on a financial year basis and on accrual basis and according to the double entry system of accounting.

11. Designated Partners:

11.1 Designated partners at the time of Incorporation:

The Designated Partners shall be nominated and appointed by the Partners whose names have been set forth in **Schedule 1** to this Agreement, and who have given their consent to act as such, in the prescribed form. The names of the Designated Partners, as on the date of incorporation, along with their corresponding Designated Partner Identification Number ("DPIN") and signatures have been provided in the said Schedule.

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11.2 Responsibility of legal compliance:

The Designated Partners shall be responsible for doing of all such acts, matters and things as are required to be done by the LLP in respect of compliance with the provisions of the LLP Act including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act or as specified in this LLP Agreement.

11.3 General role:

In addition to their specific role and responsibilities under this Agreement, the designated partners shall be responsible for carrying out the provisions and the purpose(s) of this Agreement.

11.4 Remuneration:

The LLP shall pay such remuneration to the Designated Partner(s) as may be decided by the majority of the Partners, for rendering the services as such.

12. Admission of New Partner-

12.1 Admission of new Partner:

A new Partner may be introduced with the consent of all the Partners on such terms and conditions as the Partners may agree with the person to be introduced as a Partner in the LLP. Such incoming partner shall give his prior consent to act as Partner of the LLP.

12.2 Changes in Designated Partner:

The LLP may appoint or remove a Designated Partner with the approval of all its Partners. In any decision concerning removal of a Designated Partner, the concerned Designated Partner shall not be a party and shall not be entitled to cast his vote.

12.3 Number of Designated Partners:

The LLP shall, at all given times have at least two Designated Partners, and one of whom shall be resident in India. The maximum number of Designated Partner shall not exceed 10 (Ten) at any point of time. In case no Designated Partner is appointed or if at any time there is only one or no Designated Partner, each Partner shall be deemed to be a Designated Partner.

12.4 Requirements for appointment as Designated Partner:

For a person to be appointed as a Designated Partner, he must:

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BBSR, Dist-Khurda
Regd. No. - 77912009
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Pranab Kumar Acharya

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Jaymeswar Acharya
Notary Govt. of India
BBSR Dist-Khurda
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- (a) be a Partner, or in case the Partner is body corporate, authorized nominee of such Partner;
- (b) be an individual;
- (c) be holding a valid DPIN as prescribed under the LLP Act and the rules made there under;
- (d) furnish his consent to act as a Designated Partner, in the manner and form prescribed under the LLP Act and the rules made there under;
- (e) fulfill such other requirements as imposed by the LLP Act.

Amruti Nayak
Sachin

13. Cessation Of Partners

13.1 Resignation/Voluntary withdrawal:

No Partner shall withdraw or resign from the LLP without the prior consent of other Partners provided such consent is not unreasonably withheld or delayed. A Partner may tender his intent to resign as a Partner by giving not less than 7-days' notice in writing.

13.2 Entitlement of resigning/Deceased Partner:

The resigning Partner/the former Partner, or a person entitled to his share in consequence of the death or insolvency of the former partner, shall be entitled to receive from the LLP within 1(one) month of his ceasing to be a partner in the LLP:-

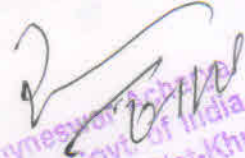
- a) an amount equal to the capital contribution of the former Partner actually made to the LLP; and
- b) his right to share in the accumulated profits of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the former Partner ceased to be a Partner.

Such entitlements shall however be subject to deduction/charging of applicable taxes, if any. A former partner or a person entitled to his share in consequence of the death or insolvency of the former partner shall not have any right to interfere in the management of the LLP, in any manner whatsoever.

13.3 Death of Partner:

On the death of any Partner, the LLP shall not be dissolved. In such a case, the following order of preference shall be followed:



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 Notary Public for India
 Odisha, BBSR, Dist-Khurda
 Regd. No. - 77912009
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- a) the deceased Partner's legal heir shall have the choice of either being admitted as a Partner in his place; or
 - b) selling of his share to any of the existing Partners; or
 - c) in case the existing Partners refuse to purchase the share as above, selling the share to such person as may be mutually agreed amongst the surviving Partners and the legal heir.

The person purchasing the share of the deceased Partner shall also enter into a covenant to indemnify the legal representatives of the deceased Partner from the existing and future debts, obligations and liabilities of the LLP. In addition, the person purchasing the shares of the deceased partner shall sign a 'Deed of Adherence' to the effect that he shall unconditionally honour this LLP Agreement.

13.4 Determination of price of share of the resigning / deceased Partner:

Price of the share of resigning/deceased Partner generally shall not be less than the amount at which such share shall stand in the last balance sheet, as at the date the former Partner ceased to be a Partner. The selling partner or in the event of his death, his authorized representative may charge such premium or, as the case may be, apply such discount as the parties may mutually agree on the basis of a valuation done by a valuation professional.

13.5 Expulsion of Partner and termination of his partnership:

If any Partner-

- Becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the business of LLP; or
- Commit a material breach (other than a technical/procedural default) of any of the provisions of this Agreement, or
- Commits any criminal offence or does or suffers any act which would be a ground for the dissolution of the LLP by the Court/Tribunal,

It shall be, in such a case, lawful for the other Partners by notice in writing to the offending or incapacitated Partner or his trustee or official assignee to expel/terminate such Partner and the other Partners shall have the option to purchase his share and pay the purchase price to the offending Partner or his trustee or official assignee.

13.6 Insolvency of Partner:

If a Partner becomes insolvent, the LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in the LLP. The remaining Partners shall have the option to purchase the share



Seesha Anand Nayak

of such insolvent Partner and the purchase price shall be calculated in the manner prescribed in point 12.4 hereof.

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13.7 Retirement of a partner:

If a partner voluntarily retires a statement of account shall be taken and made out of his share of the capital and all of his /her interest and profits due to him up to the time of retirement shall be paid at the earliest or as may be decided by the designated partners of the LLP.

13.8 Other effects of cessation:

The cessation of a Partner/Designated Partner from a LLP shall not by itself discharge the Partner from any obligation towards the LLP or to the other Partners or to any other person which he incurred while being a Partner/Designated Partner.

14. Rights Of Partners

14.1 Right to take part to business:

Every Partner of **M/s SRI BHULAXMI INFRATECH LLP** shall have the right to take part in conduct of business of the LLP.

14.2 Rights, title and interest in asserts and properties:

In the event of any distribution, all Partners shall have the rights, title and interest in all the assets and properties in **M/s SRI BHULAXMI INFRATECH LLP**. Such rights, title and interest shall be in the proportion of their respective capital contribution.

However, if a Partner becomes insolvent during his tenure as a Partner in **M/s SRI BHULAXMI INFRATECH LLP** his rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

14.3 Right to access and inspect books:

All the Partners shall have the right to access, inspect and copy and books of **M/s SRI BHULAXMI INFRATECH LLP**.

14.4 Right to continue independent business:

Each of the Partners of **M/s SRI BHULAXMI INFRATECH LLP** shall be entitled to initiate or carry on an existing, separate and independent business only if the said business not similar in nature to and does not compete with the business of **M/s SRI BHULAXMI INFRATECH LLP**. The said Partner shall not use the name of LLP to initiate or carry on such business.

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14.5 Right to recover debt due:

If any Partner advances any sum of money to **M/s SRI BHULAXMI INFRATECH LLP** over and above his due contribution to capital, the same shall be a debt due from **LLP** to the Partner advancing interest the same and shall carry simple interest at the rate as decided by the Partners unanimously. Further, the Partners can contribute capital in the form of current account apart from their normal capital account and the interest to be paid on such current account shall be mutually decided by the partners.

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Dist. No. - 8361006174

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15. Duties Of Partners

15.1 Fiduciary duties:

Each Partner of LLP shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

15.2 Duty to indemnify loss caused by fraud:

The defaulting Partner(s) shall indemnify the LLP and the other existing Partners for any loss caused to it by his fraud/fraudulent conduct of the business of the LLP. In such case, the partner/designated partner involved shall carry unlimited liability, at his own risks.

15.3 Duty to pay back personal profits earned by Partners:

If any Partner of LLP derives any profit for him without the consent of the LLP from any transaction concerning the LLP, or from use of the property or business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

15.4 Duty not to compete with the business of the LLP and consequences of violation thereof:

No Partner of LLP shall engage in any business that is similar in nature to and is competing with the business of **M/s SRI BHULAXMI INFRATECH LLP** during his tenure as a Partner in **LLP** without the consent of the other partners. In case of an existing competing business of any existing Partner(s), the concerned Partner(s) shall intimate the same to the LLP and other Partners of the LLP and shall obtain the consent of all the Partners.



If a Partner, without the consent of the other Partners of the LLP, carries on such business, as mentioned hereinabove, he shall be liable to account for and pay over to the LLP the proportion of profits made by him/his business entity from such competing business.

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15.5 Confidentiality of partnership information:

(a) Disclosure of a Partners' confidential information to any of the officers, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.

(b) Each Partner shall exercise the same standard of prudence and diligence, but not less than a reasonable standard of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner,

(c) Within sixty days following termination or expiration of this Agreement each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of documents.

(d) Any employee who has access to confidential information of another Partner is liable to maintain such information in confidence and not to use such information except as expressly permitted in this Agreement. Each Partner hereby agrees to enforce confidentiality obligations by which its employees and consultants are bound.

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Sachin

15.6 Other duties

No Partner shall without the written consent of other Partners;

Engage or except for gross misconduct, dismiss any employee of **LLP**.

Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business to the account and for the benefit of **M/s SRI BHULAXMI INFRATECH LLP**.

Enter into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the



Designated Partners in the ordinary course of the business shall be outside the purview of this clause.

Assign, mortgage or charge any asset or property of the LLP. However, the Partners shall have right to assign/transfer their share of profits and losses in the LLP as well as to receive distribution in the LLP, in full or in part.

Lend money or give credit on behalf of LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.

15.7 Liability of Partners to make good losses incurred in certain cases:

Any loss incurred through breach of the provisions mentioned above shall be made good to **M/s SRI BHULAXMI INFRATECH LLP** by the Partner whose conduct caused the LLP to incur the same.

16. Partners' Relations, Authorities, Restrictions And Limitation Of Liabilities

16.1 Inter se relation among Partners and their relation with the LLP:

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

16.2 Restriction on authority:

No Partner shall:

- a. Have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the purpose of the LLP;
- b. Use the LLP name, credit, or property for other than the purposes of the LLP;
- c. Do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

16.3 Prohibited acts:

Except as otherwise expressly provided in an Agreement;

Partners or Designated Partners of the LLP and other employees of the LLP shall not compete with the LLP in the conduct or winding up of the activities of the LLP.

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Regd. No. - 7791/2009
MBSR: 986100874

Sachin Mishra



16.4 Extent of Partner's liability:

The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this Agreement.

Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other Partner, if such deficits occur.

16.5 Protection to Partners by LLP:

The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings, regardless of the outcome, judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the gross negligence or willful misconduct of the Partner or the officer(s) seeking indemnification.

16.6 LLP not to be bound by certain acts:

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

17. Interest on Capital or Loan:

Interest at the rate mutually decided by the partners on the capital contributed or loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month for the previous month out of the gross profits of the partnership business shall be credited in the respective accounts.

18. Withdrawal of Loans:

Every Partner may withdraw the loans advanced or deemed as advanced by him to the Partnership business in accordance with the terms of such sums advanced or deemed as advanced from time to time, and if any such terms are fixed for any such loan amount, the partner may withdraw the same after serving a notice of ten weeks on the LLP demanding repayment of the loan at a rate mutually decided by the partners.

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Jagmohan Chharia
Notary Govt. of India
Odisha, BBSR, Dist. Khurda
Regd. No. 77912009
Mob. : 9861006174

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Sashu



19. Business transactions of Partner with LLP:

A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have (he same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

20. Partner's Salaries and Drawings:

Each Partner may draw out of the Partnership funds as drawings from the credit balance of his income account any sum of money as mutually agreed by the partners, subject to such drawings to be duly accounted for In each yearly settlement of account and division of profits of the Partnership at the end of each financial year and the same shall be duly adjusted to the actuals due to or from the partnership by refunds or further drawings, as the case may be.

20.1 Entitlement of Salary of designated/working partners

The designated partners shall be entitled to draw monthly/yearly salary/remuneration by way of payments of salary, bonus, commission or remuneration, by whatever name called as may be decided in meetings from time to time and within the limits of Income Tax Act.

21. Books of Accounts:

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

22. Annual Statements of Accounts and Solvency:

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of

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Notary Govt of India
Subana, GSA, Dist. Gurdara
Regd. No. 791/2009
H.No. 1006/74
Anand
Sachin



the LLP, and the same shall be signed by each Partner in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

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23. Audit:

- Conducting of Audit of accounts of the Financial year is as mentioned in the Act and the rules made there under as applicable from time to time.
- Designated Partners shall jointly select and appoint any professional to render the necessary accounting, taxation and auditing services for the Firm, as may be required.
- The remuneration of the auditors whether appointed by the Designated Partner or as per the provisions of the Act and Rules made there under shall be fixed by the Designated Partners.
- The Partner of a Firm may remove an auditor with the consent of Designated Partners of the Firm subject to the following conditions:
 - i. Such Partner must send a notice of his intention to remove an Auditor and to conduct the meeting of the Partners to consider the same, to the Firm and to all other Partners.
 - ii. And majority of Partners must agree to the same in the meeting held on the requisition of the said Partner

24. Annual Filing

LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period of six months from the end of each financial year and an Annual Return with the Registrar within the stipulated time under the LLP Act and Rules for each financial year.

25. Inspection of Records, Annual and Other Reports

25.1 Records to be kept

The LLP shall keep at its registered office:

- (a) A current list of the full name and last known business, residence or mailing address of each Partner and designated partner in alphabetical order;
- (b) Copies of this LLP Agreement, and all amendments hereto;
- (c) Copies of the LLP's income-tax returns and reports, if any, for the three most recent years; and
- (d) Copies of any financial statements of the LLP for the three most recent years.



25.2 Inspection of LLP Records

The accounting books and records, the record of partners shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for a purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

26. Reserve Fund:

From the net profits arrived at in the audited Annual Statements of Accounts of the LIP a percentage, arrived at mutually by the partners, shall be transferred and kept in the general reserve fund account. Such reserve fund accumulated shall be utilized for meeting extraordinary losses or expenses or for such other purposes as mutually agreed upon by all the partners of the LLP including the Partners being the Parties hereto.

27. Meeting of expenses of LLP

- (a) All outgoings and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the LLP business.
- (b) All LLP moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the bank to the credit of the LLP's account, except such sums as are immediately required to meet the current expenses of the LLP.
- (c) All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold in the LLP name. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.

28. Transfer/Assignment of Rights

28.1 Restrictions on Transfer

No partner may sell, assign, transfer or hypothecate ("Transfer") all or any part of its partner's interest in the LLP, or any interest therein, except in accordance with the terms and conditions set forth in this Article.

28.2 Consent necessary to Transfer

No partner may transfer all or any part of his interest or any interest therein, without the prior written approval of all of the other partners of the LLP.



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Notary, Govt. of India
District-Khurd
Odisha, Regd. No. 170/2009
Mob. No. 9864051774

Saxena
Prakash Acharya

20/11/18
Jagneswar Acharya
Notary Govt. of India
Odisha, BSR, Dist. Kurda
Regd. No. 77912009
Mob. 981006174

28.3 Conditions of Transfer

In the event that the other partners have granted their approval to the proposed transfer, then the manager for and on behalf of the partners shall execute a written consent to such transfer. Upon receipt of such written consent, the transferring partner has a right to transfer to the proposed transferee the partnership interest as to which the approval has been obtained, subject to the following conditions:

- (a) that such transfer is consummated within sixty (60) days from the date of such approval; and
- (b) that such transfer is made strictly in accordance with the terms of the proposed transfer approved by the other partners of the LLP.

28.4 Admission of Substitute Partner

In the event that approval of the transfer is obtained, then the transferee of the partner's partnership interest shall be entitled to be admitted to the LLP as a substitute partner, and this Agreement (and all exhibits hereto) shall be amended to reflect such admission, provided that the following conditions are complied with:

- (a) The transferor and transferee shall have executed and acknowledged such instruments as the LLP may deem necessary or desirable to effect the substitution;
- (b) The transferee acknowledges all of the terms and provisions of this Agreement as the same may have been amended and agrees in writing to be bound by the same;
- (c) The transferee reimburses the LLP for all reasonable expenses connected with such admission including, but not limited to, legal fees and costs;
- (d) The filing with the LLP of such proof of the investment intent and financial status of the transferee as the LLP's partners may request; and
- (e) The transfer complies with all applicable state laws.

28.5 Effect of Transfer without Approval

Any purported transfer of all or any part of a partner's partnership interest, or any interest therein, which is not in compliance with this Article shall be void and, except as provided for in Article below, shall be of no effect.

28.6 Liability for Transfer of Interest without consent

Notwithstanding anything to the contrary in this Article, any partner purporting to transfer his Interest, or any part thereof, in violation of this Article shall be liable to the LLP and the other partners for all liabilities, obligations, damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising as a direct or consequential result of such non-complying transfer, attempted transfer or purported transfer, including specifically, any additional cost or taxes created by non-compliance with any of the requirements and conditions provided for in this Agreement.

Pranab Kumar
Sachin



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Jagjyeshwar Acharya
Notary Govt. of India
Office: BSSR, Dist: Khurda
Regd. No: 77342009
Mob: 9851006174

Prachi Nayak
Sachin

28.7 Transfer permitted without consent

Notwithstanding anything to the contrary provided for herein, a partner may transfer all but not less than all of a partner's interest without approval to the surviving entity in an acquisition, merger, reorganization or sale of substantially all the assets of the partner.

29. Management of the LLP-

29.1 Day to day management:

Subject to the provisions of this Agreement, day-to-day operation of the LLP shall be vested with the Designated Partners, who shall have the power on behalf and in the name of **M/s SRI BHULAXMI INFRATECH LLP** to carry out any and all of the purposes of the LLP in accordance with the powers delegated to them by the Partners, in the manner prescribed herein below.

29.2 Decision by majority:

Unless otherwise provided herein or prescribed in the Act, all specific decision will be made on a 'simple majority' basis. Reference to 'simple majority' shall be made to in the context of the value of contribution made by the Partners.

29.3 Delegation of authority:

The Partners would through a resolution passed at their meeting authorize the Designated Partners to do such specific acts, deeds and things, as they may think fit and proper. The partners can take any decision by passing resolution through circulation. Resolution will be passed when approved by majority of members. Such approval can be through electronic means, physical means or any other technologically suitable means.

29.4 Matters requiring approval of all Partners:

Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all the Partners:

- (a) Change of name of the LLP
- (b) Change in business (es) of the LLP by way of omitting, adding or substantially changing any business (es);
- (c) Admission of new Partner;
- (d) Increase in the capital contribution of the Partners;
- (e) Appointment of removal of a Designated Partner;



- (f) Opening of new bank account in the name of the LLP. However the partners shall decide about the mode of operation amongst themselves.
- (g) Purchase of any fixed assets or incurring of any capital expenditure;
- (h) Amendment to any Article of this Agreement;
- (i) Removal of Auditor;
- (j) Finalizing and signing the annual statement of accounts and statement of solvency.

30. Meeting

30.1 Frequency of meetings:

Periodic meetings shall be held as determined by the Designated Partners of LLP. There shall not be a gap of more than three months between two meetings. Meetings of the Partners for any specific purpose may be called at any time by any of the Designated Partners or by any other Partner.

30.2 Service of notice for meeting of partners:

The meeting of Partners may be called by giving 7 days' notice. The meeting may be called at a shorter notice, provided majority of the Partners agree thereto either by way of an advance communication to the LLP or in the concerned meeting itself.

30.3 Service of notice for meeting of partners:

The meeting of Partners may be called by giving 7 days' prior notice to all the Partners at their residential address or electronically to the email addresses provided by the individual Partners in writing to the LLP.

30.4 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media:

A meeting of the partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

30.5 Appointment of Chairman:

At each meeting, a Chairman shall be appointed from amongst the Partners present, who shall preside over the proceedings of the said meeting.



30.6 Venue of meeting:

The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as may be unanimously decided by the Partners.

30.7 Quorum:

Two Partners, personally present throughout the meeting, shall constitute the quorum for a meeting of the Partners. In case the quorum is not present at the beginning of the meeting or where the attendance falls below two at anytime during the meeting, the meeting shall be adjourned to the same time and place on the next working day. In case quorum is not present at such adjourned meeting also, a fresh notice calling the meeting shall have to be sent to all the Partners in the manner prescribed herein.

30.8 Minutes:

The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of a meeting shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

31. Voting Rights

- i. Except as may otherwise be provided by this LLP Agreement or the Act, the affirmative vote of a majority in interest on a matter shall constitute the act of the partners.
- ii. The partners shall have the right to vote and act on the matters and affairs of the LLP as are expressly provided for herein or are required by the LLP Act, 2008 to be voted upon by the partners.

32. Consequences Of Breach Of Covenants:

32.1 Default in performance of obligations by Partners:

If a Partner materially defaults in the performance of his obligations under this Agreement, and such default is not cured within 7 days after notice of such default is given by the LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 7 days after notice of such default is given by a Partner to the defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement.

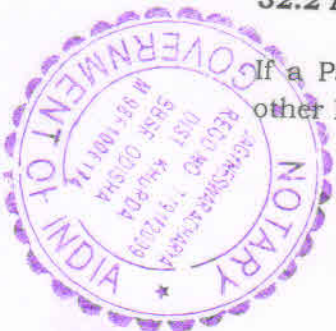
32.2 Available rights and remedies:

If a Partner fails to perform its obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided

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 Odisha, BBSR, Dist-Khorda
 Reg. No. - 7791/2009
 No. 3041006174

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 Anand Mishra

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 Sachin



hereunder, all such rights and remedies as are provided at law or in equity.

Notary Public
Odisha, BBSR
Regd. No. - 77/12009
Mob. : 9851006174

32.3 Waiver or consent to breach:

No consent or waiver, express or implied, by a Partner of any breach or default by other Partner in the course of performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner, Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under this Agreement.

32.4 Remedy for material breach:

If a material breach of this Agreement is committed by a Partner then the scope of cure of such breach shall be conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the arbitrator that the material breach did occur and a satisfactory remedy cannot be instituted for such breach then the Partner serving notice to the defaulting Partner has the right to request dissolution of the LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting partner(s) would be in addition and without prejudice to his/their right to seek indemnification under of this Agreement.

Sarobh Prasad Nayak

33. Breach of Agreement

A material breach of this LLP agreement by a partner (the "Breaching Partner") which breach has not, after notice by the other partner ("Non-Breaching Partner) and a reasonable opportunity for cure (the scope of such cure to be conclusively established by the binding arbitration provisions of this LLP agreement), been cured by such partner within the time provided for by the Arbitrator. If it is determined by the Arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted in the opinion of the Non-Breaching Partner, the Non-Breaching Partner has the right to request dissolution of the LLP pursuant to Article 34.

34. Dissolution

Upon a decision to dissolve the LLP by;

- (i) a written consent of the partners holding at least [75%] of all the Percentage Interests of the LLP; or
- (ii) a decision by one Partner to dissolve, the LLP shall be liquidated pursuant to Article 35.



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Sachin Acharya - Manager

34.1 Legislative Dissolution

Notwithstanding anything contained in these presents, LLP shall be deemed to be terminated in the following cases:

- (i) Number of partners falls below two;
- (ii) Partner's non-economic right is transferred to a third party without the approval of the existing partners.

35. Liquidation

- (a) Upon the occurrence of an event of dissolution as defined in the LLP Act or in Article 34 of this Agreement, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The partner or designated partner with the consent of all the partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up and liquidation of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve as required by the LLP Act, 2008 and/or Rules thereof.
- (b) During the course of liquidation, the partners shall continue to share profits and losses of LLP but there shall be no cash distributions to the partners until the distribution date as defined in Article hereinunder.
- (c) Liquidation shall continue until the LLP's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidator has determined that there can be a final accounting, the liquidator shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceases to be a going concern, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the partners as provided in Article hereof not later than the Distribution Date.
- (d) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
 - (i) first, to pay all expenses of liquidation and winding up;
 - (ii) second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
 - (iii) third, to pay all debts of the LLP owing to a Partner; and



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(iv) to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners pursuant to Article herein under.

(e) Subject to the provisions of the LLP Act, 2008 upon final liquidation of the LLP but not later than the Distribution Date, the net proceeds of liquidation remaining following the settling of accounts in accordance with Article hereof shall be distributed to the Partners in proportion of their respective Percentage Interests.

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Sachin

36. Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by mail, express courier or facsimile to:

The partner's in their residential address given to the LLP or such other address as may be informed to the LLP from time to time and to the LLP at its Registered Office address.

37. Defaults and Remedies

37.1 Defaults

If a partner materially defaults in the performance of its obligations under the LLP agreement, and such default is not cured within ten (10) days after notice of such default is given by a partner to the defaulting partner for a default that can be cured by the payment of money, or within thirty (30) days after notice of such default is given by a partner to the defaulting partner for any other default, then the non-defaulting partners shall have the rights and remedies described in Article hereunder in respect of the default.

37.2 Remedies

If a partner fails to perform its obligations under this Agreement, any other partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

37.3 No Waiver

No consent or waiver, express or implied, by a partner to or of any breach or default by another partner in the performance by such other partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other partner. Failure by a partner to



complain of any act or omission to act by another partner, or to declare such other partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such partner of its rights under this Agreement.

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38. Insurance

The Partners shall from time to time to purchase adequate, reasonable and customary personal, property and product liability insurance

38.1 Insurance and other Financial Arrangements

- (a) The LLP may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a designated partner, manager, officer or employee of the LLP for any liability asserted against him or her and liability and expenses incurred by him or her in his or her capacity as a partner, manager, officer or employee or arising out of his or her status as such, whether or not the LLP has the authority to indemnify him or her against such liability and expenses.
- (b) The other financial arrangements made by the LLP may include:
 - (i) The creation of a trust fund;
 - (ii) The establishment of a program of self-insurance;
 - (iii) The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the LLP; or
 - (iv) The establishment of a letter of credit, guaranty or surety.
- (c) No financial arrangement made pursuant to this Article may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.
- (d) In the absence of fraud:
 - (i) The decision of the LLP as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this Article 31 and the choice of the person to provide the insurance or other financial arrangement is conclusive; and
 - (ii) The insurance or other financial arrangement:
 - (a) is not void or voidable; and
 - (b) does not subject any Partner or Manager approving it to personal liability for his action,even if a partner or designated partner approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

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Prasanth Murthy
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Sachin



39. Seal

The partners may adopt a seal of the LLP in such form as the partners may decide. The seal shall be affixed in presence of at least two designated partners on all such documents, where it is necessary.

40. Limitation of Liability/Indemnification

40.1 Limited Liability

Except as expressly provided herein, neither partner will be liable to the other partner or to the LLP with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for (i) any special, indirect, incidental, consequential or punitive damages or lost profits or (ii) cost of procurement of substitute goods or services.

40.2 Indemnification between the Partners

Neither partner shall indemnify the other partner or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("Indemnity holders") for any loss, claim, damage, liability or action except to the extent resulting from its respective gross negligence or willful wrong doing. This paragraph does not limit either partner's other remedies available to it under the laws.

40.3 Procedure

An indemnity holder that intends to claim indemnification under this Article 33 shall promptly notify the other partner (the "Indemnifier") in writing of any loss, claim, damage, liability or action in respect of which the Indemnity holder intends to claim such indemnification, and the Indemnifier shall have the right to participate in, and, to the extent the Indemnifier so desires, to assume the defense thereof with counsel of its own choice.

40.4 Limitation of Indemnity

The indemnity Clause in this Agreement shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is made without the consent of the Indemnifier, which consent shall not be withheld unreasonably. The failure to deliver written notice to the Indemnifier within a reasonable time after the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such Indemnifier of any liability to the Indemnity holder under this Article.

40.5 Cooperation

At the Indemnifier's request, the Indemnity holder under this Article and its employees and agents, shall cooperate fully with the Indemnifier and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto.



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Notary, Govt. of India
Regd No. - 7791/2009
Dist. - 751006174

Praveen Kumar Singh

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Notary Public, Odisha, BBSR, Dist-Khurda
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40.6 Proceeding other than by LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the LLP, by reason of the fact that he is or was a Partner, officer, employee of the LLP, or is or was serving as a manager of LLP against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

40.7 Proceeding by LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the LLP to procure a judgment in its favour by reason of the fact that he is or was a Partner, officer, employee of the LLP against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the LLP or for amounts paid in settlement to the LLP, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

40.8 Mandatory Advancement of Expenses

The expenses of partners, designated partner and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the LLP as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the partner, designated partner or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the LLP. The provisions of this Article do not affect any rights to advancement of expenses to which personnel of the LLP other than partners, designated partner or officers may be entitled under any contract or otherwise.



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40.9 Effect and Continuation

The indemnification and advancement of expenses authorized in or ordered by a court pursuant to above Article, inclusive:

- a. does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Agreement or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court or for the advancement of expenses made pursuant to Article 33.7, may not be made to or on behalf of any partner, designated partner or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.
- b. Continues for a person who has ceased to be a partner, officer, employee or agent and ensures to the benefit of his heirs, executors and administrators.

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Prashant Kumar
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Rashmi

40.10 Notice of Indemnification and Advancement

Any indemnification of, or advancement of expenses to, a Partner or officer in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP, shall be reported in writing to the Partners.

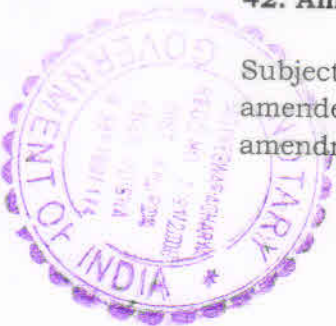
41. Arbitration

All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter or between Partner and LLP whatsoever touching the affairs of the LLP or the interpretation of this Agreement shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

The partners agree that the decision shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counter-claims presented to the arbitrators. If a decision is not complied with by a partner, then any award or decision may be entered in a court of competent jurisdiction for a judicial recognition of the decision and an order of enforcement.

42. Amendments

Subject to any contrary provisions of the Act, this Agreement may be amended only by the affirmative vote of all the partners. Any such amendment shall be in writing, duly executed by all the partners.



43. Repeal or Modification

Any repeal or modification of this Article by the partners of the LLP shall not adversely affect any right of a partner, designated partner or officer of the LLP existing hereunder at the time of such repeal or modification.

44. Enforceability of Agreement

The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents.

This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms and conditions.

45. Entire Agreement

- a. This Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the partners as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.
- b. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither partner can assign this Agreement or the rights and obligations thereunder to another party without the prior written consent of the other partner.

46. Governing Law

This Agreement shall be governed by and construed under the substantive laws of the State of Odisha.

47. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against

[Handwritten Signature]
Jagdishwar Jantarya
Notary Public, India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Mob. 9861006174

[Handwritten Signature]
Anandhi Kharghar

[Handwritten Signature]
Sachin



whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

[Handwritten Signature]
Jagdish Chandra Nayak
Notary Public, Odisha, BBSR, Dist-Khurda
Regd. No. : 7791/2009
Mob. : 9861006174

48. Limited Liability Partnership Act prevails

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act, 2008 shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency between such laws, the provisions of the Act shall prevail.

49. Severability

If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here-from, and the balance of this Agreement shall be enforceable in accordance with its terms.

50. Extent of Liability of LLP-

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 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 LLP.

[Handwritten Signature]
Sachin

Schedule 1

List of Partners Subscribing the LLP

Sr. No.	Name of Partners	Age	Addresses	Signature
1.	Mr. Biranchi Narayan Mishra	46	At- 361/2315, Near Techno School, Patrapada, Khandagiri, Bhubaneswar - 751019, Odisha, India	<i>[Handwritten Signature]</i>
2.	Mr. Sarbeswar Sahoo	57	At- At-Sunakhala Sahi, Rajsunakhala, Ranapur, Nayagarh-752065, Odisha, India	<i>[Handwritten Signature]</i>



SCHEDULE 2

BUSINESS OF THE LLP

Main Business

To carry on in India or elsewhere, either alone or jointly with one or more persons, government, local or other bodies, the business to

(i) To carry on in India or elsewhere, either alone or jointly with one or more persons, government, local or other bodies, the business to invest in properties and to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, architectural engineer, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, subcontractor, turnkey contractor and manager of all types of constructions & developmental work in all its branches and other similar works and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of lands & buildings and to carry on all or any of the foregoing activities for building materials, goods, plants, machineries, equipments, accessories, parts, tools, fittings, articles, materials and facilities of whatsoever nature and to do all incidental acts and things necessary for the attainment of the foregoing objects.

(ii) To carry on the business of construction, development, creation, expansion, design, modernization, management and maintenance of infrastructure projects & facilities including but not limited power (both conventional and non-conventional) information technology, roads, highways, bridges, fly-overs, airports, ports, railways, environmental engineering and management sanitation, water, waterways, sewerage, disposal, industrial estates, townships" industrial parks, food parks, bio-technology parks or any other facility of similar nature and to act as, consultant, advisor, agent to mobilize resources and to arrange both private and/or Government sector participations for development of infrastructure projects, joint venture, foreign collaboration projects etc.



Jagdish Chandra Nayak
Jagdish Chandra Nayak
Notary Public, BBSR, Odisha, Dist. Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

Sachin Prasad Nayak

[Signature]
Jagdish Chandra Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
Mob. : 9861006174

(iii) To acquire, purchase, exchange, hire, buy, sell, conduct, build, develop, promote, execute, undertake, contract, maintain, manage, run, model, remodel, erect, demolish, alter, furnish, improve, enlarge, pulling down, decorate or otherwise deal in lands, buildings, commercial complexes, residential complex, office building, houses, flats, apartments, hospitals, shopping mall, hotels, resorts, restaurants, cineplexes, multiplexes, amusement park, golf course, film city, clubs, educational institute, place of worships, reading rooms, library, dairy farms, agro projects and all other kinds of immovable properties.

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
SRI BHULAXMI INFRATECH LLP

[Signature]
(Partner)

[Signature]
(Partner)

Witness:

a) Name: Manas Kumar Khutua
Address: patrapada, Bhubaneswar
Signature: Manas Kumar Khutua
b) Name: Amanesh Jena
Address: patrapada, Bhubaneswar
Signature: Amanesh Jena



IDENTIFIED BY ME
[Signature]
ADVOCATE, BBSR

[Signature]
Jagdish Chandra Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. - 7791/2009
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Page 33 of 33