GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar, Chennai

Block No. 6, 8' Wing, 2nd Floor Shastri Bhawan 26, Chennai, Tamil Nadu, 600034, India

FORM 16

[Refer Section 12(1)(b) of the LLP Act, 2008]

CERTIFICATE OF INCORPORATION

LLP Identification Number: AAJ-0059

It is hereby certified that RAMSINGH SPORTS ACADEMY LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given at Tamil Nadu this Thirtieth day of March Two thousand seventeen.

Registrar, Chennai

Note: The corresponding form has been approved by SRIDHAR BAVISETTY, Deputy ROC and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
RAMSINGH SPORTS ACADEMY LLP
NO : 66 TO 69/5, 3A, INDIRA NAGAR 2ND AVENUE, INDIRA NAGAR, ADYAR,
CHENNAI, Chennai,
Tamil Nadu, 600020, India.

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

BP 212282

RAMSINGH SPORTS ACADEMY LLP

JYOTHI SELVAM

27 MAR 2017

LLP AGREEMENT

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

THIS Agreement of LLP made at Chennai this 30th day of MARCH 2017

BETWEEN

1. **Mr. R SUNDARESWARAN** S/o **Shri. LAKSHMANAPERUMAL RAM SINGH**, residing at No: 17-1, Kasturibai Nagar, 5th Main Road, Adyar, Chennai - 600020, 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. **Mrs. P RAJINI** W/o **Mr. R SUNDARESWARAN**, residing at No: 17-1, Kasturibai Nagar, 5th Main Road, Adyar, Chennai - 600020, 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,

S. Krishna Prabu

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BP 212283

N. JYOTHI SELVAM

L No 9C/451/2008

PARAMESWARAN NAGAR

THELINGANALLUR CHENNAI - 600 119

9851 RAMSINGH SPORTS

27 MAR 2017 ACADEMY LLP

3. Mr. S KRISHNA PRABHU S/o Mr. SAKTHIVEL, residing at No: 13, New No: 6, 3rd Street, Bakthavatchalam Nagar, Adyar, Chennai - 600020, 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,

FIRST TWO PARTIES SHALL BE DESIGNATED PARTNERS

(ALL SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS all the parties, above mentioned have decided to form a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation as below.

S. Krishna Prabhu

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BP 212284

9852- RAMSINGH SPORTS ACADEMY LLP

27 MAR 2017

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 LLP and hereinafter called as **RAMSINGH SPORTS ACADEMY LLP.**

2. It shall have its registered office at No: 66 to 69 3A, Newry Sreeshaa Apartments, 2nd Avenue, Indira Nagar, Adyar, Chennai - 600020 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

3. The business of **RAMSINGH SPORTS ACADEMY LLP** shall be engaged in the development, construction and maintenance of Play Ground for the purpose of playing all kinds of Sports including Leasing the said Infrastructure for Sports activities and for providing coaching and other allied activities for facilitating the Sports/Games events/Competitive Tournaments. And to Invest and Hold Lands required for (setting up sports academy and play grounds) and other allied business or any other businesses in any other manner as may be decided by the majority of Partners.

S. Krishna Prabu

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4. The fixed Contribution of the **RAMSINGH SPORTS ACADEMY LLP** shall be Rs.1,00,000 (Rupees One Lakh Only) which shall be contributed by the partners in the following proportions.

SL NO	PARTNERS NAME	Contribution In INR
1.	R SUNDARESWARAN	30,000 PAID
2.	P RAJINI	30,000 PAID
3.	S KRISHNA PRABHU	40,000 PAID
	TOTAL	1,00,000

Further Contribution required for the business mentioned in the clause 6 shall be brought by the parties as mutually agreed by them from time to time.

Also the parties have agreed to contribute their land holdings as their contribution, described in detail, in schedule 'A', 'B' and 'C' annexed to this agreement as belonging to each of the parties respectively and also the declaration of the parties hereto of even date forms part of this agreement on the conditions as agreed with as under:

(a) That the land holding contributed to the LLP absolutely belongs to them.

(b) That the land will henceforth belong to the LLP and the parties contributing the same will not have any personal interest in it excepting as a partner.

(c) That the party will hold the same in his/her own name and on behalf of the partnership.

(d) That each party assures the other partners that the piece of land, so contributed to the partnership is free from all encumbrances. Neither any party has gifted nor agreed to transfer these lands to any third party.

(e) That the capital accounts of the parties will be credited with the following amount as consideration for the land, as mutually agreed.

SL NO	PARTNERS NAME	Land Contribution In INR
1.	R SUNDARESWARAN	15,69,035
2.	P RAJINI	1,08,480
3.	S KRISHNA PRABHU	34,286
	TOTAL	17,11,801

5. The LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

S. Krishna Prabhu

6. All the Partners of **RAMSINGH SPORTS ACADEMY LLP** are agreed to share the profit and losses in the following ratio,

SL NO	PARTNERS NAME	Profit/Loss Sharing Ratio [In Percentage]
1.	R SUNDARESWARAN	57% 56%
2.	P RAJINI	36%
3.	S KRISHNA PRABHU	8%
	TOTAL	100%

Admission of New Partner

7. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his/her prior consent to act as Partner of the **RAMSINGH SPORTS ACADEMY LLP.**

8. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property.

9. The Profit/Loss sharing ratio of the incoming partner will be as decided by the majority of the existing Partners.

Rights of Partner

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

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

12. The Bank account shall be opened with any bank convenient to the business and shall be opened by Mr.R.Sundareswaran and Mrs. P.Rajini and shall be operated either jointly or severely.

13. **RAMSINGH SPORTS ACADEMY LLP** shall have perpetual succession, death, retirement or insolvency of any partner shall not lead to dissolution.

14. 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 LLP shall come to an end.

S. Krishna Prabu

Duties of Partners

15. 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.

16. 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.

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

Meeting

18. All the matters related to the LLP 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.

19. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.

20. 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 LLP.

Duties of Designated Partner

21. Mr. R SUNDARESWARAN and Mrs. P RAJINI shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

22. First Part to this Agreement is individually responsible for representing the Firms Business activities and to enter in to Agreements for business purposes individually for raising Finance from individuals, banks and other Organization.

23. 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.

24. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

25. The LLP shall pay such remuneration to the Designated Partners as may be decided by the majority of the Partners, for rendering their services as such.

B. Krishna Prabu

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

Cessation of existing Partners

27. Partner may cease to be partner of the LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
28. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.
29. The LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of LLP

30. The 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.

Miscellaneous Provisions

31. 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.

32. The books of accounts of the firm shall be kept at the registered office of the LLP for the reference of all the partners.
33. The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year.

G. Krishna Prabu

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

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

RAMSINGH SPORTS ACADEMY LLP

(Mr. R SUNDARESWARAN)	**(Mrs. P RAJINI)**	**(Mr. S.KRISHNA PRABHU)**
Designated Partner	Designated Partner	Partner

Witness:

a) Name : M. Narayanan

Address : 1/28 ECR Kottivakkam Ch-41

Signature :

b) Name : N. Velu

Address : No:13, Kakanji Street, Palikaranai, Ch-100

Signature :

N. Velu

SCHEDULE – A

1) DETAILS OF PROPERTY CONTRIBUTED BY Mr.SUNDARESWARAN [PONMAR VILLAGE, CHENNAI]

SL.NO	DOC.NO	SURVEY NOS	EXTENT (ACRES)	BOOK VALUE
1	6507/2008	401/1 & 407/2	0.72	12,55,900/-
2	3909/2004	409/1B1	0.72	2,45,340/-
3	3912/2004	408/3,408/4	0.61	67,795/-
		TOTAL	2.05	15,69,035/-

SCHEDULE – B

2) DETAILS OF PROPERTY CONTRIBUTED BY Mrs. P. RAJINI [PONMAR VILLAGE, CHENNAI]

SL.NO	DOC.NO	SURVEY NOS	EXTENT (ACRES)	BOOK VALUE
1	782/1996	409/2B,409/3B,410/3B	1.28	1,08,480/-
		TOTAL	1.28	1,08,480/-

SCHEDULE – C

3) DETAILS OF PROPERTY CONTRIBUTED BY Mr. S KRISHNA PRABHU [PONMAR VILLAGE, CHENNAI]

SL.NO	DOC.NO	SURVEY NOS	EXTENT (ACRES)	BOOK VALUE
1	6192/2004	401/4	0.27	34,286/-
		TOTAL	0.27	34,286/-

S. Krishna Prabu

DECLARATION OF PARTNER CONTRIBUTING ITS IMMOVABLE PROPERTY TO LLP AS CONTRIBUTION

I, R.SUNDARESWARAN, S/o of Shri. LAKSHMANAPERUMAL RAM SINGH aged about 59 years, residing at No: 17-1, Kasturibai Nagar, 5th Main Road, Adyar, Chennai - 600020, declare on oath and solemnly affirm as under:

1. That I am a partner of **"M/s. RAMSINGH SPORTS ACADEMY LLP"**, LLP, having its office at No: 66 to 69 3A, Newry Sreeshaa Apartments, 2nd Avenue, Indira Nagar, Adyar, Chennai - 600020.

2. That the partners are required to make contribution to the LLP for its business requirements.

3. That besides the cash amount of Rs. 30,000/- (Rupees in words: Thirty Thousand), I also intend to make contribution in kind.

4. That I own 2.05 Acres of land in Ponmar Village, description of which is given hereunder with details of boundaries.

5. That I contributed these lands as my contribution to **"M/s. RAMSINGH SPORTS ACADEMY LLP"**, a LLP in which I am a partner along with other partners Mrs. P. Rajini and Mr. S Krishna Prabhu.

6. That henceforth this property, at Ponmar Village of 2.05 acres, as described hereunder under schedule of property will belong to the LLP **"M/s. RAMSINGH SPORTS ACADEMY LLP"**, and I will have no interest in it excepting that of partner in the LLP with other partners.

7. That no taxes of the state or local authority are due from me in respect of the said property up to this date.

8. That the property is free from any encumbrance of any kind.

9. That I confirm that a sum of Rs. 15,99,035 /- (Rupees Fifteen Lakhs Ninety Nine Thousand and Thirty Five Only) is credited to my capital account in the books of the LLP as mutually agreed by the partners.

10. That the facts stated hereinabove are true to my own knowledge and belief.

DECLARATION OF PARTNER CONTRIBUTING ITS IMMOVABLE PROPERTY TO LLP AS CONTRIBUTION

I, Mrs. P. RAJINI W/o Mr. R. SUNDARESWARAN aged about 51 years, residing at No: 17-1, Kasturibai Nagar, 5th Main Road, Adyar, Chennai - 600020, declare on oath and solemnly affirm as under:

1. That I am a partner of **"M/s. RAMSINGH SPORTS ACADEMY LLP"**, LLP, having its office at No: 66 to 69 3A, Newry Sreeshaa Apartments, 2nd Avenue, Indira Nagar, Adyar, Chennai - 600020.

2. That the partners are required to make contribution to the LLP for its business requirements.

3. That besides the cash amount of Rs.30,000/- (Rupees in words: Thirty Thousand), I also intend to make contribution in kind.

4. That I own 1.28 Acres of land in Ponmar Village, description of which is given hereunder with details of boundaries.

5. That I contributed these lands as my contribution to **"M/s. RAMSINGH SPORTS ACADEMY LLP"**, a LLP in which I am a partner along with other partners Mr. R. Sundareswaran and Mr. S Krishna Prabhu.

6. That henceforth this property, at Ponmar Village of 1.28 acres, as described hereunder under schedule of property will belong to the LLP **"M/s. RAMSINGH SPORTS ACADEMY LLP"**, and I will have no interest in it excepting that of partner in the LLP with other partners.

7. That no taxes of the state or local authority are due from me in respect of the said property up to this date.

8. That the property is free from any encumbrance of any kind.

9. That I confirm that a sum of Rs. 1,38,480/- (Rupees One Lakh Thirty Eight Thousand Four Hundred and Eighty Only) is credited to my capital account in the books of the LLP as mutually agreed by the partners.

10. That the facts stated hereinabove are true to my own knowledge and belief.

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DECLARATION OF PARTNER CONTRIBUTING ITS IMMOVABLE PROPERTY TO LLP AS CONTRIBUTION

I, Mr. S KRISHNA PRABHU S/o Mr. SAKTHIVEL aged about 39 years, residing at No: 13, New No: 6, 3rd Street, Bakthavatchalam Nagar, Adyar, Chennai - 600020, declare on oath and solemnly affirm as under:

1. That I am a partner of "M/s. **RAMSINGH SPORTS ACADEMY LLP**", LLP, having its office at No: 66 to 69 3A, Newry Sreeshaa Apartments, 2nd Avenue, Indira Nagar, Adyar, Chennai - 600020.

2. That the partners are required to make contribution to the LLP for its business requirements.

3. That besides the cash amount of Rs.40,000/- (Rupees in words : Forty Thousand), I also intend to make contribution in kind.

4. That I own 0.27 Acres of land in Ponmar Village, description of which is given hereunder with details of boundaries.

5. That I contributed these lands as my contribution to "M/s. **RAMSINGH SPORTS ACADEMY LLP**", a LLP in which I am a partner along with other partners Mr. Sundareswaran, and Mrs. P Rajini.

6. That henceforth this property, at Ponmar Village of 0.27 acres, as described hereunder under schedule of property will belong to the LLP "M/s. **RAMSINGH SPORTS ACADEMY LLP**", and I will have no interest in it excepting that of partner in the LLP with other partners.

7. That no taxes of the state or local authority are due from me in respect of the said property up to this date.

8. That the property is free from any encumbrance of any kind.

9. That I confirm that a sum of Rs.74,286/- (Rupees Seventy Four Thousand Two Hundred And Eighty Six Only) is credited to my capital account in the books of the LLP as mutually agreed by the partners.

10. That the facts stated hereinabove are true to my own knowledge and belief.

S. Krishna Prabu