**LLP AGREEMENT**

**OF**

**AVVAD REALCON LLP**



भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HU RUPE

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

ASHOK P. GAYKAR NOTARY MUMBAI MAHARASHTRA REGN NO 5873 GOVT OF INDIA

महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ 11 APR 2023 BX 624004

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय, ठाणे 3 APR 2023 मुद्रांक प्रमुख लिपीक / लिपीक

NOTARY A.P. GAYKAR Mumbai Maharashtra Reg. No. 5873 Exp. Dt. 12/5/23 NOTARIAL GOVT. OF INDIA

# LLP AGREEMENT

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

THIS Agreement of LLP made at MUMBAI on 11th April, 2023.

BETWEEN

1. **DIPAL LAXMICHAND SHAH** son of **LAXMICHAND MEGHJI SHAH** residing at **FLAT NO. 2302, SHUBHAM ATLANTIS, PLOT NO. 31, SECTOR-11, KOPAR KHAIRNE, NAVI MUMBAI- 400709, MAHARASHTRA** 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**,

AND

| | | |
|---|---|---|
| D.L. Shah | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |

जोडपत्र-२/ Annexure-II

11 APR 2023

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|---|---|
| १.मुद्रांक विक्री नोंदवही अनु. क्रमांक | 3763 दिनांक |
| २. दस्ताचा प्रकार | Agr |
| ३. दस्त बंदणी करण्यास अपेक्षित आहे? | होय / नाही |
| ४. जिल्हा परिषद व ग्रामपंचायत क्षेत्रासाठी - | |
| ५.मुद्रांक विक्रीस परवानाधारकाचे नाव | For AVVAD REALCON LLP |
| ६. दुसऱ्या परवानाधारकाचे नाव | |
| ७.हस्ते व्यवहारात खरेदी करणार यांचे नाव, पक्षकार असल्यास | Aniket Vashi Partner |
| ८. मुद्रांक शुल्क रक्कम | Rs |
| ९.परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/ पत्ता | रामदास चिंतामण सहारनवर<br>परवाना क्र. [redacted]<br>ए-५,८१०, सेक्टर-२१, [redacted] |

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी [redacted] महिन्यात वापरणे बंधनकारक आहे.

2. **SURESH MEGHJI SHAH** son of **MEGHJI PETHRAJ SHAH** residing at **HOUSE NO.8001, BHAVYA APARTMENT, PLOT NO.55, NR. GOLDCREST SCHOOL, SECTOR NO-29, VASHI NAVI MUMBAI-400703, MAHARASHTRA.** 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,**

(ALL THE ABOVE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

**WHEREAS**

1. The LLP was incorporated on 27th January 2022 in accordance with the provisions of the Limited Liability Partnership Act, 2008, pursuant to the then partners entering into limited liability partnership deed dated 01st February, 2022 ("**LLP Agreement**")

2. In furtherance to the above, Mr. SURESH MEGHJI SHAH (DPIN: 08041213) are introduced as Designated Partners and Mr. LAXMICHAND MEGHJI SHAH (DPIN: 07905803) has resigned as Designated Partners form the LLP with w.e.f 11th April, 2023 vide resignation letter dated 11th March, 2023.

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

## NAME AND STYLE

1. A Limited Liability Partnership shall be carried on in the name and style of **M/s. AVVAD REALCON LLP** and hereinafter called as **AVVAD REALCON LLP**.

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| D.L. Shah | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |


NOTARY
A.P. GAYKAR

## NATURE OF BUSINESS

2. The business activity of the **AVVAD REALCON LLP** shall be as follows:

"To carry on business of contractors, Builders, Town planners, Infrastructure developers, Estate developers, redevelopers and Engineers land developers, Land Scapers, estate agents, immovable property dealers and to acquire, buy, purchase, hire or otherwise lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, shops, commercial offices, kothis or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not and to pull down, rebuild, enlarge alter and other conveniences and to deal with and improve, property of the Company or any other Immovable property in India or abroad."

## REGISTERED OFFICE

3. The **AVVAD REALCON LLP** shall have its registered office at **G01, BLDG 130, SHUBHAM AURA, CTS NO 5675 & 5676 (PT), VISHAL CHSL, PANT NGR, NR SHUBHAM ATRIA, GHATKOPAR EAST, MUMBAI 400075, MAHARASHTRA** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

## CONTRIBUTION & INTEREST THEREON

4. The Contribution of the **AVVAD REALCON LLP** shall be **Rs. 100,000/- (Rupees One Lakh)** which shall be contributed by the partners in the following proportions.

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| D.L. Shah | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |


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| Name of Parties | Percentage | Amount |
|---|---|---|
| DIPAL LAXMICHAND SHAH | **50%** | **50,000** |
| SURESH MEGHJI SHAH | **50%** | **50,000** |

The further Contribution if any required by the LLP shall be brought by the partners in such manner as may be mutually decided by the partners from time to time.

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- Mr. SURESH MEGHJI SHAH (DPIN: 08041213) are introduced as Designated Partners in the LLP with effect from 11th April, 2023.
- Mr. LAXMICHAND MEGHJI SHAH (DPIN: 07905803) has resigned from the LLP w.e.f 11th April, 2023 vide resignation letter dated 11th March, 2023.
- Change in Contribution and Profit sharing ratio as a result of resignation of Designated Partner as mentioned above.

**COMMON SEAL**

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

**PROFIT/LOSS SHARING RATIO**

6. All the Partners of the **AVVAD REALCON LLP** are entitled to share profit and losses in following ratio:

| **Name of Partner** | **Profit/Loss Sharing Ratio** |
|---|---|
| DIPAL LAXMICHAND SHAH | **50%** |
| SURESH MEGHJI SHAH | **50%** |

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|---|---|---|
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |



## 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 **AVVAD REALCON LLP**.

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

9. The share of Profit of the incoming partner will be in proportion as may be agreed by the partners mutually.

## RIGHTS OF PARTNER

10. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said **AVVAD REALCON LLP** in the proportion of their Profit-Sharing ratio.

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

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- Mr. SURESH MEGHJI SHAH (DPIN: 08041213) are introduced as Designated Partners in the LLP with effect from 11th April, 2023.
- Mr. LAXMICHAND MEGHJI SHAH (DPIN: 07905803) has resigned from the LLP w.e.f 11th April, 2023 vide resignation letter dated 11th March, 2023.
- Change in Contribution and Profit sharing ratio as a result of resignation of Designated Partner as mentioned above.

12. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as they might be doing or they may hereafter do as they deem fit and proper and other partners and the **AVVAD REALCON LLP** shall have no objection thereto provided that the said partner has intimated the said fact to the **AVVAD REALCON LLP** before the start of the independent business and

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| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |


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moreover she shall not use the name of the **AVVAD REALCON LLP** to carry on the said business.

13. **AVVAD REALCON LLP** shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the **AVVAD REALCON LLP**.

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

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

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## DUTIES OF PARTNERS

16. 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 her of the property, name or any business connection of the limited liability partnership.

17. 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.

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| D.L. Shah | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |

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

19. In case any of the Partners of the **AVVAD REALCON LLP** desires to transfer or assign his interest or share in the **AVVAD REALCON LLP** she has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.

20. No partner shall without the written consent of the **AVVAD REALCON LLP** -

    (a) Employ any money, goods or effects of the **AVVAD REALCON LLP** or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **AVVAD REALCON LLP**.

    (b) Lend money or give credit on behalf of the **AVVAD REALCON LLP** or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the **AVVAD REALCON LLP** by the partner incurring the same.

    (c) Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the **AVVAD REALCON LLP** property or any part thereof may be seized.

    (d) Assign, mortgage or charge his or her share in the **AVVAD REALCON LLP** or any asset or property thereof or make any other person a partner therein.

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| D.L. Shah | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |


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Maharashtra

(e) Compromise or compound or (except upon payment in full) release or discharge any debt due to the **AVVAD REALCON LLP** except upon the written consent given by the other partner.

## MEETING, CONDUCT & MINUTES OF THE MEETING

21. All the matters related to change in business, constitution and any amendment to the LLP Agreement of the **AVVAD REALCON 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.

22. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the **AVVAD REALCON LLP**. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.

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23. The meeting of Partners shall ordinarily be held at the registered office of the **AVVAD REALCON LLP** or at any other place as per the convenience of partners.
24. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

25. 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 **AVVAD REALCON LLP**.

26. Each partner shall-

(a) Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the **AVVAD**

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| D.L. Shah. | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |

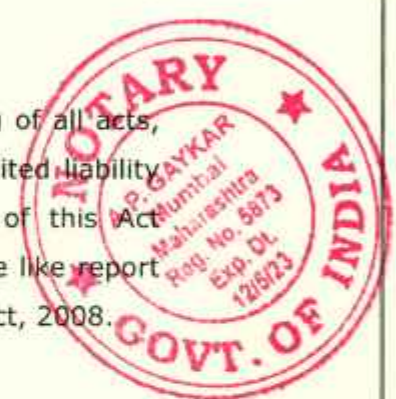
**REALCON LLP** assets against the same and all proceedings, costs, claims and demands in respect thereof.

(b) Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the **AVVAD REALCON LLP** business and they all shall be the working partners.

## DESIGNATED PARTNERS AND THEIR DUTIES:

27. All the Partners shall act as the Designated Partner of the **AVVAD REALCON LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.

28. 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.




29. The Designated Partners shall be responsible for the doing acts as may be assigned and arise out of this agreement.

30. The **AVVAD REALCON 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 **AVVAD REALCON LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

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| D.L. Shah | S M C | L. M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |


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## CESSATION OF EXISTING PARTNERS

31. Partner may cease to be partner of the **AVVAD REALCON LLP** by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.

32. 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 **AVVAD REALCON LLP** with fraudulent purpose.

33. The **AVVAD REALCON 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 AVVAD REALCON LLP

34. **AVVAD REALCON 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 **AVVAD REALCON LLP** in doing a particular act; and

    (b) The person knows that he/she has no authority or does not know or believe him/her to be a partner of the **AVVAD REALCON LLP.**

## BORROWINGS

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

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| D.L. Shah | S.M. | L.M. Shah |
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## MISCELLANEOUS PROVISIONS

36. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

    (a) in the ordinary and proper conduct of the business of the limited liability partnership; or

    (b) in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

37. The books of accounts of the firm shall be kept at the registered office of the **AVVAD REALCON LLP** for the reference of all the partners.

38. The accounting year of the **AVVAD REALCON LLP** shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this **AVVAD REALCON LLP** till 31st March of the subsequent year.

39. The bank account of the **AVVAD REALCON LLP** shall be operated by one or more Partners either individually or jointly as may be mutually agreed upon.

40. All disputes between the partners or between the Partner and the **AVVAD REALCON 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).

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| D.L. Shah. | S.M.Shah | L.M.Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |

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 **AVVAD REALCON LLP**

| | Name of Designated Partner | Signature |
|---|---|---|
| **First Party** | **DIPAL LAXMICHAND SHAH** | D.L. Shah. |
| **Second Party** | **SURESH MEGHJI SHAH** | S.M. Shah |

**Witness to First Party:**

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|---|---|
| Name: Ashwin L. Patel. | Name: Devang V. Patel. |
| Address: A-101, Sadguru Building, Plot - 427, Sector - 1, Ghansoli, Navi Mum - 701 | Address: Flat - 39/701, Fam CHS. Plot No - 19/19A Sector-11, Koparkhairane, Navi Mumbai 400709. |
| Signature: Ashwin. | Signature: Devang Patel. |
| Occupation: Service | Occupation: Service |

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|---|---|---|
| D.L. Shah. | S.M. Shah | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |

**Witness to Second Party**:

| | |
|---|---|
| Name: NARESH R. PATEL. | Name: MOHD IMRAN ANSARI |
| Address: A-01, Sadguru Apartment Plot-427, Sector-1, Ghansoli, Navi Mumbai - 400701 | Address: Tanaji nagar, Teen Dongri, Near Police Quarter, Goregaon (W), Mum - 104 |
| Signature: Patel N R. | Signature: |
| Occupation: Service | Occupation: Service. |

- Mr. SURESH MEGHJI SHAH (DPIN: 08041213) are introduced as Designated Partners in the LLP with effect from 11th April, 2023.
- Mr. LAXMICHAND MEGHJI SHAH (DPIN: 07905803) has resigned from the LLP w.e.f 11th April, 2023 vide resignation letter dated 11th March, 2023.
- Change in Contribution and Profit sharing ratio as a result of resignation of Designated Partner as mentioned above.

NOTARY GOVT. OF INDIA

ATTESTED BY ME 15 APR 2023
Adv ASHOK P. GAYKAR
B Com., LL.B. G.D.C.& A.
NOTARY GOVT OF INDIA
Regn No 5873

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| D.L. Shah | S.M. | L.M. Shah |
| Dipal Laxmichand Shah | Suresh Meghji Shah | Laxmichand Meghji Shah |