

महाराष्ट्र MAHARASHTRA

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CA 409004



03-8-2023

LLP AGREEMENT

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

THIS Agreement of **Limited Liability Partnership of INFINITE ASSETS ULWE REALTY LLP** (hereinafter referred to as LLP) made at Mumbai this 21st Day of August, 2023,

BETWEEN

1. **INFINITE ASSETS PROPERTY DEVELOPERS LLP**, a limited liability partnership REGISTERED UNDER THE Limited Liability Partnership Act (Registration No. ABZ-6303) having it's registered office at 8, Kamdar Shopping Centre, Near Hingwala Lane, Tank Road, Ghatkopar (E), Mumbai –

- 3 AUG 2023

१. पुराने प्रती नोंदवरी अनु. क्रमांक / दिनांक	83759
२. दस्तावेज प्रकार	
३. इतर नोंदवरी करवाण अर्थान का ?	क्षेत्र / माली
४. निवृत्तवरी नोंदवरीत स्थिति -	
५. मंडाई विकल प्रमाणपत्र क्रमांक व दिनांक	Infinite Assets Property Developers LLP
६. हस्त असलेदार स्थान नाव, पत्ता व सहा	
७. दुसरे नोंदवरीत नाव	5001
८. पुराने नोंदवरीत नाव	V-S-Saraf
९. पुराने नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	वसुदेव सराफ पत्ता नं. ४२-१०२५, मंडाई-४४/२००३, सेक्टर-२, वसुदेव नरी मुंबई - ४००००३.
१०. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
११. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१२. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१३. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१४. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१५. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१६. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१७. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१८. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
१९. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	
२०. नोंदवरीत मंडाई नोंदवरीत नाव, पत्ता व सहा	

- 3 AUG 2023



400 077, through its Partner **Mr. Niket Khushal Rambhia**, which expression shall, unless it be repugnant to the subject or context thereof, include present or future partners of LLP from time to time, their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the **FIRST PART**;

2. **Mr. Krishna Yashavant Salunkhe**, Hindu, Indian inhabitant of Mumbai of B/021, Unit – 0013, Plot No. 0027, Sector 8, Sanpada, Navi Mumbai - 400705, 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 the Party of the **SECOND PART**;

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[Handwritten signature: Salunkhe]

[Handwritten signature: Anand]



महाराष्ट्र MAHARASHTRA

2023

CA 409005



AND

Mr. Nandee Govind More, Hindu, Indian inhabitant of Mumbai of 3/803, Vasant Lawns, Pokharan Road No. 2, Near Jupiter Hospital, Majiwada, Thane – 400 601, 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 the Party of the **THIRD PART**;

THE PARTIES OF FIRST to THIRD PARTS SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS.

NOW the above parties are interested in forming 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.

3 AUG 2023

जोड़पत्र - २ / Annexure - II

१. मुद्रांक विधी संख्या अन्व. क्रमांक / दिनांक	89760
२. दस्ताचा प्रकार	
३. दस्त संख्या/करारा संख्या	संख्या/संख्या
४. मिळकतीची शीट/प्लॉट/खण्ड -	
५. मुद्रांक विक्रम पावले/पत्राचे नाव व रंग	Infinite Assets Properm
६. हस्ता अंशक्यास व्यतीत नाव, पत्ता व सदा	Developers LLP
७. दस्त्या वक्रांशक्याचे नाव	5000-
८. मुद्रांक विक्रम क्रमांक	V-S-Saraf
९. विक्रम/पत्राचे मुद्रांक विक्रेत्याचे नाव व पत्ता/पत्राचे मुद्रांक विक्रीचे विक्रेता/पत्ता	श्री. एस. सराफ परमाणु क्र. १२५१०२५, परमाणु-०४/१०३, सेक्टर-२, वडापो, पत्ती मजरा - ४००००३

ज्या कारणासाठी ज्यांनी मुद्रांक पत्र खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केलेला/पत्राचे ६. परमाणु क्र. १२५१०२५

- 3 AUG 2023



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 **INFINITE ASSETS ULWE REALTY LLP** and hereinafter called as **LLP**.
2. **INFINITE ASSETS ULWE REALTY LLP** shall have its registered office at 1401, Meraki Arena, V N Purav Marg, Opp R. K. Studio, Chembur (E), Mumbai - 400 071 and/or at such place/places, as the Partners shall from time to time unanimously agreed upon.
3. The Capital Contribution of **INFINITE ASSETS ULWE REALTY LLP** shall be Rs.1,00,000/- (Rupee One Lakh Only) which shall be contributed by the Partners in the following proportion:

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Sr. No.	Name of Partner	Amount (Rs.)
1.	Infinite Assets Property Developers LLP	60,000/-
2.	Mr. Krishna Yashavant Salunkhe	30,000/-
3.	Mr. Namdeo Govind More	10,000/-
Total Rs.		1,00,000/-

The further contribution if any required by the **INFINITE ASSETS ULWE REALTY LLP** shall be brought by the Partners as per mutual understanding.

4. **INFINITE ASSETS ULWE REALTY LLP** shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the two Designated Partners, Mr. Niket Khushal Rambhia (Representative of Infinite Assets Property Developers LLP) and Mr. Krishna Yashavant Salunkhe.
5. All the Partners of **INFINITE ASSETS ULWE REALTY LLP** are entitled to share profit and losses after deducting all expenses of firm, including interest and Remuneration payable to Partners, if any, in the following ratio:

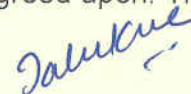
Sr. No.	Name of Partner	% of share of profit/loss
1.	Infinite Assets Property Developers LLP	60%
2.	Mr. Krishna Yashavant Salunkhe	30%
3.	Mr. Namdeo Govind More	10%
Total		100%

6. Remuneration

It is agreed by and between the parties hereto that the parties hereto may decide to pay remuneration to working partners as per provision of Section 40(b) of Income Tax Act 1961 and / or any modification thereof or as may be determined from time to time by the partners.

7. Interest to Partners

That the funds required for the purpose of LLP business shall be contributed by the partners in such manner as may be mutually agreed upon. The partners may

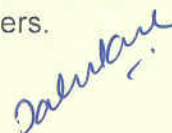

pay interest @12% per annum Simple Interest or such lower/higher rate as may be prescribed Under Section 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force for the Income Tax Assessment of the partnership firm for the relevant accounting year or at such rate of interest as may be mutually decided by the partners from time to time, on amount standing to the credit of the Capital and/or Current or Loan Account of the partners. In case of any debit balance in the account of partners, interest shall be payable as per mutual agreement amongst partners. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

8. The business of **INFINITE ASSETS ULWE REALTY LLP** shall be as under:

The Business of the LLP shall be to carry on the business as builders, property, developers, lessor, lessee, constructors, contractors or sub-contractors, government or semi-government, contractor, engineers, erection engineers, demolishers, consultants and construction, promotion, development and colonizer of any type of residential, commercial, multistoried buildings, flat, houses, apartments, townships, hotels, malls, multiplexes, hi-technology industrial parks, factories, warehouses, N A Plots, Industrial Plots and to act as consultants and civil contractors for any individuals, firms, companies, government or semi-government authorities for construction of buildings and to act as agent or dealer by way of sell, purchase, lease, exchange, hire or mortgage for lands, building, flats both commercial and residential, agricultural land and other immovable properties, whether freehold or leasehold or other tenure and to collect rent and income thereof and to give equipment's on Hire, lease, rentals, marketing or manufacturing of equipments used for construction or allied industries, manufacturing products used for the construction industry and all such other activities relating to the construction industry.

AND such other ancillary business, unless changed by mutual consent of the partners for the time being of the LLP.

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



9. Rights of Partners

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.

10. Goodwill of the LLP shall always belong to the LLP and the Partners shall have share in good will as per their profit sharing ratio.

In the event when the question of valuing the Goodwill of the LLP arise, then the same shall be valued by a Professional Chartered Accountant as per generally accepted valuation principal prevailing in India for valuation of the Good will.

11. All Partners have a right to have access to and to inspect and copy any books of the said **LLP hereto**.

12. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partner and **the LLP** hereto, shall have no objection thereto provided that Partner(s) shall not carry on such business activity which is directly in competition of existing project in the hands of LLP and/or prejudicially affect the present project/business activity of the said LLP and moreover they shall not use the name of the said **LLP** to carry on the said business.

13. **The LLP hereto**, shall have perpetual succession, death, retirement or insolvency of any Partner shall not dissolve the **LLP**.

14. On retirement of a Partner, the Retiring Partner shall be entitled to full payment in respect of all his / its rights, title and interest in the LLP as herein provided. However, upon insolvency of a Partner his /its rights, title and interest in the LLP hereto, shall come to an end. Further, the account of the Retiring, Outgoing, and Insolvent Partner, as the case may be, will be settled / paid by the LLP hereto within 90 days of happening of such event .-



7 



15. In the event of the death of any of the Partners hereto during the continuance of the Partnership as aforesaid, it has been mutually agreed that the amount standing to the account of the deceased Partner and his / its share in the LLP shall absolutely and exclusively vest in the name of his / its legal heir.

In the event of the death of any of the Partner hereto during the continuance of the LLP, the LLP be deemed to have been continued by the remaining Partner/s by admitting the respective legal heirs as a Partner subject to the approval of the remaining Partner/s. In case the remaining Partner/s do not agree to admit the legal heir of such deceased Partner, then the account of the deceased Partner will be settled considering such deceased Partner retired from the LLP from the date of death of such deceased Partner.

16. **Duties of Partners**

Each Partner shall account to the Limited Liability Partnership for any benefit derived by him / it without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him / it of the property, name or any business connection of the Limited Liability Partnership.

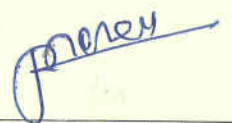
17. Each Partner shall indemnify the Limited Liability Partnership and the other existing Partner for any loss caused to it by his / its fraud in the conduct of the business of the Limited Liability Partnership.
18. Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his / its legal representatives.
19. No Partner shall without the written consent of all the Partners of **LLP**:
- a. Employ any money, goods or effects of **LLP** or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of **LLP**.



- b. Lend money or give credit on behalf of LLP or to have any dealings with any persons, company or firm whom the other partner previously have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner breaching such provisions. However, LLP may invest, deploy its excess funds with bank, government company, corporates, etc. and / or give loans and advances in normal course of business as per practice followed by the LLP from time to time for which written consent of all partners of LLP is not necessary.
- 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 LLP property or any part thereof may be seized.
- d. Assign, mortgage or charge his / its share in LLP or any asset or property thereof or make any other person a partner therein.
- e. Compromise or compound or (except upon payment in full) release or discharge any debt due to LLP except upon the written consent given by the other Partner.
- f. Shall not borrow any loan/amount from bank, financial institutions, private parties and/or from any other person in any manner whatsoever in the name of the LLP, when partners have specifically decided not to take such loan, without written consent of all the Partners. In case any Partner/s accept such loan/amount in the breach of the provision hereto then, such Partner shall be personally responsible for such loan/amount. However, consent of all partners does not require for borrowing any loan, etc. from bank, financial institutions, private parties and/or from any other person in day to day business transactions of LLP.

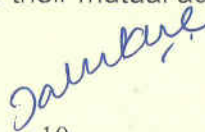
20. **Meeting :**

All the matters related to the LLP to this agreement shall be decided by a resolution passed by a majority in number of the Partners, and for this purpose,



each Partner shall have one vote except for change in nature of business consent of all the Partners are required.

21. The meeting of the Partners may be called by sending 7 days prior notice to all the Partners at their residential address or by mail at the Email IDs provided by the individual Partners in writing. In case any Partner is a foreign resident, the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the Partners agrees in writing to the same either before or after the meeting.
22. 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.
23. With the written consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.
24. It shall be ensured 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.
25. Each Partner Shall:
 - a. Punctually pay his / its separate debt and indemnify the other Partner and the assets of the LLP against the same and all expenses on account thereof.
 - b. Forthwith pay all moneys, cheques and negotiable instrument received by him / it on account of the LLP.
 - c. Be just and faithful to each other and at all times give to such other Partner, full information and truthful explanation of the matters relating to the affairs of the Partnership and afford any and/or every assistance in his / its power in carrying on the business for their mutual advantage.



d. Abide by the basic rules and regulations of the firm, prevailing as of date and lawfully amended from time to time.

e. Not indulge in any act considered to be against the interest of the LLP.

26. **Designated Partners and Duties of Designated Partners :**

Mr. Niket Khushal Rambhia (Representative of Infinite Assets Property Developers LLP) and Mr. Krishna Yashavant Salunkhe shall act as the Designated Partners of the **LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.

27. 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.
28. The books of accounts of the Partnership shall be kept at Registered office of LLP or/and at such other place/places as it may be agreed among the Partners hereto and that the books of accounts shall be closed as on the 31st March of each year. The account books relating to the business of Partnership shall be properly maintained. Each of the Partners shall have right to inspect books of account either by himself / itself or through his / its agent and take extracts therefrom.
29. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
30. 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 **LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

31. Admission of New Partner :

The new Partner(s) will be admitted to the LLP constituted hereto with the consent of all partners.

32. The contribution of the Partner may be tangible, intangible, moveable or immovable property and the Incoming Partner shall bring contribution amount as may be decided by the Partners.

33. The Profit sharing ratio of the Incoming Partner will be decided at the time of admission with the consent of all partners.

34. Resignation of Partner :

Partner may cease to be Partner of **LLP** by giving a notice in writing of not less than ninety days to the other Partner of his / its intention to resign as Partner.

35. The office premises situated at 1401, Meraki Arena, V N Purav Marg, Opp R. K. Studio, Chembur (E), Mumbai - 400 071 belongs to **MPC Ventures LLP**, which they have given to LLP to use as Office Premises.

The LLP and other parties hereto shall not have any right, title and interest of whatsoever nature in the aforesaid office premises.

36. Death or voluntary retirement of Partner :

Death, Retirement or Insolvency of Partner shall not dissolve the Firm as to the other Partner. It is hereby agreed as follows:-

A. The Partnership will continue to subsist between the surviving / continuing Partners.



- B. The accounts will not be closed on the death, retirement or Insolvency of the Partner, but the accounts will be continued and closed at the end of the accounting year in which such events take place.
- C. The Profits/Losses of two periods namely From the Beginning of the accounting year upto the date of death, retirement or Insolvency of the Partner and from such date to the end of the Accounting year shall be apportioned into TWO PARTS Pro-Rata on time basis or any other equitable basis as the Partners may decide in such eventuality.
- D. The Profits /Losses of the First Period as mentioned in (c) above shall be apportioned in accordance with the shares mentioned in this deed.
- E. The Profits / Losses of the Second Period as mentioned in (c) above shall be apportioned between the Surviving / Continuing Partners in proportion to their shares as may be mutually agreed after happening of such events.
- F. On the retirement and / or death of any partner for settling accounts of retiring partner and / or deceased partner, the assets and properties of the LLP will be valued at Book Value.

The amount that will be found due to such Partner on making up of such accounts shall be paid to his / its legal representatives or to him or to his / its official assignees, as the case may be, within the reasonable time at the convenience of all the Parties hereinabove mentioned.

37. Expulsion of Partners :

A Partner may not be expelled by a unanimous decision of the Partners save in good faith and in the interest of the Partnership business only after a show-cause notice in writing is served on that Partner or designated Partner giving 7 days time for his / its response and in that event the Partner expelled shall be entitled to the benefits of a Retiring Partner in accordance with the provisions of this Agreement in that behalf.



13 *Salukhe*



38. No majority of Partners can expel any Partner except in the situation where any Partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.

39. **Extent of Liability of LLP :**

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 LLP in doing a particular act; and
- b. the person knows that he / it has no authority or does not know or believe him / it to be a Partner of the LLP.
- c. LLP shall not be liable for any liability arising out of partners' personal business and partner cannot mortgage his / its share in partnership to any individual or institutions.

40. **Indemnity :**

The Limited Liability Partnership shall indemnify each Partner in respect of payments made and personal liabilities incurred by him / it:

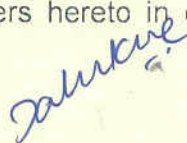
- a. in the ordinary and proper conduct of the business of the Limited Liability Partnership;

OR

- b. in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.

41. **Arbitration :**

Disputes or differences, if any, that may arise between partners hereto or their respective heirs, executors, administrators or assignees touching these presents or the construction thereof or any clause or thing herein contained or otherwise or in anywise relating to or concerning these presents or the rights duties or liabilities of any of the Partners hereto in connection therewith the



matters in such dispute or difference shall be referred to the arbitration in accordance with and subject to the provisions of Arbitration and Conciliation Act, 1996 or to any statutory modification or re-enactment thereof for the time being in force.

42. **Bank Account:**

The Bank account shall be opened in any suitable Bank or Banks and the said account or accounts shall be operated **by any of the Two Partners.**

43. **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 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 of 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.

44. **Accounting Year :**

The accounting year of the 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 LLP till 31st March of the subsequent year.

45. **Annual Statement of Accounts and Solvency :**



15 *Sanku*



The Designated Partner 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 the LLP, and the same shall be signed by all the Partners.

46. Audit :

The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(4) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partner of the LLP to comply with Rule 24 of the said Rules in every respect.

47. Term of LLP :

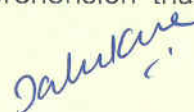
The Partnership shall commence on the date of registration of the LLP w.e.f. **21st August, 2023** and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement by consent of all the Partners for the time being of the LLP.

48. Alteration or amendment :

No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by each Partner of the LLP by himself or his / its legal representative(s)/nominees, as on the relevant date of alteration, amendment or change.

49. Termination & Dissolution :

If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the



Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its business as a solvent entity, a majority in value of the Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.




50. LLP can be wounded up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008.

51. **Entire agreement, Severability & Waiver :**


- a. The forgoing constitutes the entire agreement between the Parties hereto on the subject matter.
- b. If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.
- c. A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same forever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereto the day and year first hereinabove written.

SIGNED & DELIVERED by the Within named Infinite Assets Property Developers LLP, through its Partner Mr. Niket Khushal Rambhia, the Party of the FIRST PART, In the presence of.....	
SIGNED & DELIVERED by the Within named Mr. Krishna Yashavant Salunkhe, the Party of the SECOND PART, In the presence of	
SIGNED & DELIVERED by the Within named Mr. Namdeo Govind More, the Party of the THIRD PART, In the presence of	

Witness:-

1. Name Vipul D. Dancy
Address A/24, Shivaji C.H.S.
Fateh Bag, S.V.Rd,
Kandiv (W), Mumbai-67
Signature 

2. Name ANANT D. BHUWAD
Address 1A/D. ZROBAMADI
ROOM NO. 18, 1ST FLOOR
T.S.S. ROAD, FAKURDWAR
MUMBAI-400002
Signature 