



झारखण्ड JHARKHAND

D 139875

LLP AGREEMENT

OF

Madan Singh Realtors LLP

(As per Section 23(1) of the LLP Act, 2008)

THIS agreement of LLP made at this 24<sup>th</sup> day of July, 2017

BETWEEN

1. Mr. Madan Singh, son of Mr. Ram Ganesh Singh, residing at Sai Colony, Chutia, PS – Chutia, Ranchi G.P.O., RANCHI – 834 001, Jharkhand, having PAN: AKX PS 8361 D, which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, legal representatives, administrators, successors-in-interest, nominees and permitted assignees and hereinafter called the FIRST PARTY.

AND

2. Mr. Pawan Singh, son of Mr. Madan Singh, residing at Near Mahavir Mandir, House No. – 13, Sai Colony, Chutia, RANCHI – 834 001, Jharkhand, having PAN: IJA PS 9557 R, which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, legal representatives, administrators, successors-in-interest, nominees and permitted assignees and hereinafter called the SECOND PARTY.

पवन सिंह

मदन सिंह

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

WITNESSES the mutual agreement of the Parties hereto as follows:

NOW, in consideration of the mutual promises, covenants, representations and warranties set forth herein and the mutual benefits to be derived here from, all the above mentioned Parties, hereto agree to form a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 ("the Act") on such mutually agreed terms and conditions as stated below.

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

1. **LLPIN (Limited Liability Partnership Identification Number):**

The LLPIN of the LLP as approved by the Registrar of Companies ("the Registrar"), as defined under the Act is **AAK-0928**.

2. **Name of LLP:**

A Limited Liability Partnership shall be carried on in the name and style of **M/s. Madan Singh Realtors LLP**, hereinafter referred to as "the LLP".

3. **Registered office:**

The LLP shall have its Registered Office at Sai Colony, Chutia, PS – Chutia, Ranchi G P O, Near Ram Mandir, RANCHI – 834 001 and/ or at any such place or places, as shall be agreed to by all of the partners from time to time.

4. (i) **Place of execution of Agreement:**

Place of execution of the Agreement is Ranchi.

(ii) **Date of Commencement:**

The LLP as constituted under this Deed shall commence on the date of incorporation mentioned in the Certificate of Incorporation issued by the Registrar, i.e. 24<sup>th</sup> July, 2017.

5. **Business activities:**

The LLP shall undertake business of -

- a. builders & promoters, land development, real estate dealings, constructions, etc.
- b. contract work of all type from various government departments, corporations, private firms.

The LLP may also engage in other ancillary & incidental business or any other business in any other manner as may be decided by the majority of the Designated Partners and approved by the Registrar.

6. **Capital contribution & profit sharing ratio:**

(i) **Designated Partner of the LLP:**

The LLP shall be formed of two parties as mentioned herein above, who shall be the partners designated partners.

401 RTE

MSR 1276



The following individuals shall be the 'Designated Partner' of the LLP pursuant to incorporation:

Sl. No.	Name of Designated Partner	DIN
1	Mr. Madan Singh	07887195
2	Mr. Pawan Singh	07887208

(ii) **Acts and things required to be done by a Designated Partner in respect of the compliance requirements under the applicable provisions of the Act:**

- Every Designated Partner shall obtain a DIN, which has since been obtained by all the partners to the Deed at present.
- Prior written consent of each partner and Designated Partner shall be obtained for the purpose of their appointment as Designated Partners.
- Every Designated Partner shall cease to be the designated partner of the LLP in accordance with the Deed and not otherwise.
- Designated Partner shall give at least 1 month's prior notice in writing to be served upon the LLP before resigning.
- Every Designated Partner shall furnish all necessary information which may be required by the Registrar.
- The Designated Partner shall be responsible for the doing of all acts arising out of this agreement and required to be done in accordance with the provisions of the Act.

(iii) **Partner's Contribution & Profit sharing ratio:**

Sl. No.	Name of Partner	Nature of Contribution	Capital Contribution (in Rs.)	Profit Sharing Ratio (PSR)
1.	Mr. Madan Singh	Cash/ Cheque	500,000	50%
2.	Mr. Pawan Singh	Cash/ Cheque	500,000	50%
	<b>TOTAL</b>		<b>1,000,000</b>	<b>100%</b>

The total contribution of the partners to the LLP shall be Rupees ten lakhs only. The same can be increased in future in the PSR with the consent of all the Designated Partners, after obtaining the required permission from the Registrar.

7. **Mutual rights and duties of partners:**

(i) **Mutual Rights & Duties of Partners/ Designated Partners –**

- Rights and Duties of the partners shall be governed by the Deed.
- Changes in the Deed from time to time, if any, must be filed with the Registrar.
- Any agreement executed prior to the incorporation of the LLP may be made binding by ratification by all the partners after the incorporation thereof.
- Every partner shall intimate to the LLP any change in its/ his/ her name or address in prescribed form, as applicable.
- Every partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- Each partner shall render true accounts and full information of all things affecting the LLP to other partner(s).
- Every partner shall provide to the LLP an account of any benefit derived by him/ her, without the consent of the LLP, of any transactions related to the LLP, or for any use by him/ her of the property, name or any business connection of the LLP.
- Unless otherwise decided, each of the Designated Partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business.

499 RE

HSR JTS

**(ii) Mutual Rights & Duties of the LLP and partners/ Designated Partners:**

- (a) All partners shall be agents of the LLP but not that of other partners.
- (b) The LLP shall have no liability if:
  - A partner does anything for which he has no authority, or
  - The person who is dealing with a partner knows or has reason to believe that such partner has no authority to act.
- (c) The LLP shall not be liable to any person if a partner has acted wrongfully, in violation of his authority.
- (d) Any obligation of the LLP arising out of contract or otherwise shall solely be that of the LLP and shall not bind the partners.
- (e) No partner shall be liable, directly or indirectly, for any wrongful act or omission by any other partner.

**8. Restriction on Partner's Authority:**

Without the consent given in writing by all the Partners –

- (a) No partner shall transfer or assign its / his/ her interest in the LLP.
- (b) No partner shall employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of the business and upon the account or for the benefit of the LLP.
- (c) No partner shall enter into any bond or provide surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the property of the LLP or any part thereof may be seized.
- (d) No partner shall assign, mortgage or charge its/ his/ her interest in the LLP or any asset or property thereof or make any other person a partner therein.
- (e) No partner shall lend money or give credit on behalf of the LLP or to have any dealings with any person, 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 to the LLP by the partner incurring the same.
- (f) No partner shall compromise or compound or (except upon the payment in full) release or discharge any debts due to the LLP.
- (g) No partner shall enter into any bond or provide bail or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered.
- (h) No partner shall open a bank account on behalf of the LLP in his own name.
- (i) No partner shall commit to buy any immovable property for the LLP.

**9. Management & administration:**

**(i) Acts, matters or things which can be done by the partners with the consent of all the partners or requisite number or percentage of partners:**

- (a) Any major business decision related to planning, expansion and operating of LLP business shall be taken only with the prior consent of all the partners.
- (b) Employing any money, goods or effects of the LLP or pledging the credit thereof except in the ordinary course of the business and upon the account or for the benefit of the LLP shall be effected only with the consent of all the partners.

**(ii) Procedures for calling, holding and conducting Meetings:**

- (a) Any meeting of partners may be called by giving 7 (seven) days' notice in writing to be served upon each partner individually. In case any urgent meeting is to be convened, the

407 | 12/18

12/18



- notice may be given by electronic means, provided that the notice requirements are ratified by all the partners.
- (b) Any matter discussed in a meeting of the LLP shall be decided by a resolution passed by a majority of the partners, and for this purpose, each partner shall have voting rights equal to the capital contribution ratio.
  - (c) Any meetings of the partner shall ordinarily be held at the Registered office of the LLP or at any other place as per the convenience of all the partners or by way of electronic mode, which may include teleconferencing, video-conferencing, etc. as may be permissible by the applicable law.
  - (d) A resolution pertaining to any business of the LLP required to be passed at a meeting of the partner may also be passed by way of resolutions by circulation, as may be permissible under the applicable law.
  - (e) The LLP shall ensure that decisions taken by it are recorded in the minutes within 30 (thirty) days of taking such decisions and are kept and maintained at the Registered office of the LLP.

**(iii) Management Responsibilities:**

The Designated Partners, Mr. Pawan Singh, shall bear the responsibilities to manage day to day affairs of the LLP and for compliance of all the statutory requirements of all the laws governing the business of the LLP.

The voting rights in relation to the management of the LLP shall vest in all the partners.

The Designated Partners shall at all times –

- protect the property and assets of the LLP
- devote the whole of his attention to the said partnership business diligently and faithfully by employing himself in it, and carry on the business for the greatest advantage of the LLP.

**(iv) Manner of obtaining consent:**

By a resolution passed in the meeting of the partners and signed by all or majority of the partners, as the case may be.

**10. Details of Indemnity:**

- (a) 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), judgement, 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.
- (b) The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by them –
  - in the ordinary and proper conduct of the business of the LLP, or
  - in or about anything necessarily done for the preservation of the business or property of the LLP.
- (c) Every partner shall indemnify the LLP and the other existing partner for any loss caused to it by his/ her fraud in the conduct of the business of the LLP.

पवन सिंह

Handwritten signature

## 11. Admission, Retirement, Cessation, Expulsion & Resignation of Partners:

### A. Admission of New Partners:

A new partner shall not be introduced in the LLP unless consent of all the partners is obtained. Such incoming partner shall give his prior consent to act as Partner of the LLP.

The Contribution of the partner may be tangible, intangible, moveable or immovable property and the incoming partner shall bring a minimum contribution as may be decided by all the partners.

The PSR of the incoming partner will be in proportion to its/ his/ her contribution towards the LLP, calculated on the basis of the period for which the capital has been contributed by the partner.

### B. Retirement of Partners:

Any partner can retire from the LLP by giving at least 1 months' notice in advance to the LLP and the partners shall be entitled for his share of goodwill as per Clause 11G herein-below. The retiring partner's account shall be settled by paying the balance outstanding in its/ his/ her capital account after making necessary adjustment for profit or losses of current & prior periods which shall be due as on the date of his/ her retirement.

A retiring partner whose dues have been settled and paid off in accordance with the covenants in this agreement, shall not during the period of two years from the date of his exit as partner carry on or engage or be interested directly or indirectly in any business competing with the LLP anywhere in India, unless otherwise mutually agreed in writing.

### C. Cessation of Partnership:

Cessation may take place only when a partner either retires voluntarily or in accordance with the LLP agreement. Notwithstanding the retirement or voluntary cessation of a partner, he and the other partner shall continue to be liable for any of his obligation to the LLP, other partners of the LLP or to any other person which he incurred while being a partner. Involuntary cessation of partner may take place by death of a partner, dissolution of the LLP itself, partner's insanity or insolvency as mentioned u/s 24 (2) of the Act.

In case of cessation of a partner due to death or insanity, the legal heirs, executors, legal representatives, administrators, successors, assignees, members or co-parceners of such partners shall be admitted as a partner against retention of the dues to such partner by the LLP. Such incoming partner shall have the same powers and rights of the ceased partner in the LLP business. The remaining partners shall unanimously consent upon such succession of rights by the above mentioned legal heirs, executors, legal representatives, administrators, successors-in-interest, nominees and permitted assignees.

Provided that the legal heirs, executors, legal representatives, administrators, successors-in-interest, nominees and permitted assignees has not given their intention in writing to 'not to act as a partner', on settlement of their dues.

### D. Expulsion of Partners:

This provision of the agreement shall operate as an express agreement of the partners. A partner may be expelled only by the unanimous decision of the Designated Partners and in that event the

पवन सिंह

15/12/18



partner expelled shall be entitled to the benefits of a retiring partner and shall be liable to the same obligations applicable to a retiring partner in accordance with the provisions of this agreement in that behalf.

**E. Resignation of Partners:**

Any partner may exit/ resign from the LLP only after a prior notice of 1 month to the LLP. Further, any earlier exit of a partner can take place only with the unanimous consent of all the partners.

**F. Purchase of share of retiring, expelled, deceased or insolvent partner:**

In the event of absence of any legal heirs, executors, legal representatives, administrators, successors-in-interest, nominees and permitted assignees of the partner who ceases to exist or in case the above mentioned persons refuses to avail their rights in the LLP, the remaining partners shall have the first right to buy the share of such ceased partner and the right may be exercised by notice in writing fixing a month's time by either side given to the other side. The purchase price shall be the amount as decided by all the partners in consultation with the Auditors.

**G. Goodwill:**

The brand/ trademark created by the LLP shall be the sole ownership of the LLP, thus any partner/s shall not have any individual right over the said brand. The brand so created shall be valued as per the bidding process whereupon all the partners shall bid for the brand and the highest bidder shall be allowed to carry on the business of the LLP, subject to the necessary compliance, after paying for the proportionate share of the retiring partner as goodwill.

The bidding process shall be conducted under the supervision of the Auditors of the LLP or qualified Chartered Accountants, and the highest bid so arrived at, shall be documented under the initials of all the partners and the Auditors or Chartered Accountants.

The highest bid so arrived at, shall be treated as the Goodwill and recorded in the Books of Accounts in proportionate share of the partners/ Designated Partners of the LLP.

**12. Resolution of Disputes:**

**a. Between the partners:**

Any dispute arising between the partners shall be resolved in accordance with the provisions of this agreement or with unanimous decision of all the partners.

**b. Between the partners and the LLP:**

Any dispute between the partners and the LLP shall be resolved in accordance with the provisions of this agreement or with unanimous decision of all the partners.

The matters which are not expressly provided in this agreement shall be decided by the consent of all the partners in writing. Failing that all the disputes and questions about and in connection with the LLP under this agreement arising between the partners or between any of them and the legal representative of the others or between the legal representatives of the partners or with the LLP at any time, shall be settled by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act shall apply accordingly.

Handwritten signature: 427 RSE

Handwritten signature: HSE 12/15

The disputes shall be subject to the sole jurisdiction of Mumbai.

**13. Duration of the LLP:**

The LLP shall be in existence till the time that all the partners jointly decide that the LLP shall be liquidated. Death, retirement or insolvency of any partner shall not dissolve the LLP.

**14. Voluntary Winding-up:**

The LLP shall cease to exist and wind up its operations if at any time owing to losses or any other cause whatever the entire capital of the LLP has been lost or not represented by available assets and for which all the Designated Partners has given their consent in writing.

**15. Clause relating to:**

**a. Rule 16 (2) of the LLP Rules, 2009 – Additional address for service of documents:**

The LLP, may, in addition to the Registered office address, declare any other address as its address for service of documents, under sub section (2) of Section 13 of the Act. The consent of all the partners shall be required for passing of such declaration.

**b. Rule 17 (1) of the LLP Rules, 2009 – Change of Registered office:**

The LLP may change its registered office from its present place to another place by consent of majority of Designated Partners. However, the Registered office shall not be shifted to another 'State' without prior consent of all the partners.

**c. Rule 20 (1) of the LLP Rules, 2009 – Change in Name:**

The LLP may change its name at any time with the consent of all the partners.

**d. Rule 24 (18) (a) of the LLP Rules, 2009 – Removal of Auditors:**

The LLP may remove the auditor from office at any time with the consent of all the partners.

**16. Miscellaneous Provisions:**

**a. Remuneration to partners:**

It is agreed by and between the partners that the remuneration shall be paid annually to the Designated Partners of the LLP at the amount not exceeding 60% of the net profit of the LLP or at any other amount to be decided between all the parties at the beginning of every financial year in writing.

However, with the consent of all the partners in writing, the LLP may decide not to pay any remuneration to the Partners/ Designated Partners.

**b. Net profit/ loss:**

The net profits of the LLP shall be arrived at after providing for interest on loans to partners, if any given by them, remuneration to partners, if any and interest on capital. The profits so arrived shall

प्राप्त है

Handwritten signature



be divided amongst the partners in their respective PSR. The losses of the LLP including loss of capital, if any, shall also be borne and paid by the partners in their respective PSR.

**c. Operation of bank accounts:**

The Designated Partners shall open the bank accounts in the name of the LLP and the account so opened shall be operated by any of the Designated Partners or otherwise as mutually agreed by all the partners in writing.

**d. Accounting year:**

The accounting year of the LLP shall be from April 1 of each year to March 31 of the subsequent year. The first accounting year of the LLP shall be from the date of commencement of the LLP till March 31 of the subsequent year. The partners together may decide to change the accounting year, as may be required, if the same is made permissible under the applicable law.

**e. Amendments & modifications in the agreement:**

Any amendments or modifications to the Agreement shall be valid only if the same is made with the consent of all the partners in writing.

**f. Interest on partner's loan:**

The partners shall be entitled to interest @ 12% p.a. on any loan given by them to the LLP.

**g. Interest on partner's capital:**

The partners shall be entitled to interest @ 12% p.a. on the capital contribution by them in the LLP.

**h. Common Seal:**

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.

**i. Inspection of books of accounts:**

Every partner shall have a right to access to and to inspect and copy any books of accounts, records, contracts of the LLP during normal business hours, after serving a written notice to the LLP at least 10 (ten) days prior to the inspection day.

**j. Right to do independent business:**

Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that it/ he/ she shall not use the name of the LLP to carry on the said business.

प्राप्त सिद्ध

Handwritten signature

IN WITNESS WHEREOF their parties thereto have executed this Deed as on the date first written above.

Witness:



CA Vivek Modi  
S/o Late Bimal Kumar Modi  
Rukmani Centre,  
Gandhi Chowk, Upper Bazar,  
RANCHI - 834 001 (Jharkhand)

For and on behalf of  
Madan Singh Realtors LLP

SIGNED AND DELIVERED



Mr. Madan Singh  
(First Party)



Mr. Pawan Singh  
(Second Party)