

0 1 JUL 2022

S.R. No. V229 Dt.

S. D. Patel

SHITAL D. PATEL
NOTARY
GOVT. OF INDIA

0 1 JUL 2022

LLP AGREEMENT
OF
GOOD VALUE PROPERTIES INDIA LLP
(LLPIN: ABB-1633)

THIS Agreement of LLP made at Ahmedabad this 1st day of the June 2022.

0 1 JUL 2022

BETWEEN

1. **Mr. Mitesh Sumanbhai Shah (DPIN: 01994343)** residing at 11 Hash, Dharnidhar Society, Near Dharnidhar Jain Temple, Paldi Ahmedabad Gujarat 380007 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 the Party of the **FIRST PART**,

AND

	Hitarth B Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

MUTAN NAGRIK SAHKARI BANK LTD. LAW GARDEN BRANCH, AHMEDABAD

GU/SOS/AUTH/AV/29/2005

भारत INDIA

Rs. ≈ 0001000 ≈ -1.6.2022

STAMP DUTY 00000 SPECIAL ADHESIVE

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7568 3527818

2. **Mr. Hitarth Bhadresh Turakhia (DIN- 09531962)** residing at 19 Manichadra society VI-5 OPP. Sarthi 3 Nr. Surdhara Circle Memnagar Ahmedabad-380052 Gujarat 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 the Party of the **SECOND PART**,

(PARTIES OF FIRST AND SECOND PART SHALL BE DESIGNATED PARTNERS)

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

Now, The First and Second Partners are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intends to write down the terms and conditions of the said formation and-

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 **GOOD VALUE PROPERTIES INDIA LLP (LLPIN - ABB-1633)** and hereinafter called as LLP.

2. The LLP shall have its registered office at **11, DHARNIDHAR SOCIETY, B/H STATE BANK OF INDIA, NR. DHARNIDHAR DERASAR, VASNA, AHMADABAD CITY GUJARAT 380007**or at such other place or places, as shall be agreed to by all partners from time to time.

3. The LLP may change its registered office from one place to another by taking consent of all the partners. Provided that where the change in place of registered office is from one State to another State, the LLP having secured creditors shall also obtain consent of such secured creditors.

4. The LLP, may, in addition to the registered office address, declare any other address as its address for service of documents with consent of all partners for declaring any other address as the address for service of documents.

5. The LLP may change its name after obtaining consent from all the partners.

6. The **Contribution of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh Only)** which shall be contributed by the partners in the following proportions.

	Hitarth B. Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

Sr. No.	Name of Designated Partner	%	Contribution in Rs.
1.	Mitesh Sumanbhai Shah	50	Rs. 50000 /- (Rupees Fifty Thousand Only)
2.	Hitarth Bhadresh Turakhia	50	Rs. 50000/- (Rupees Fifty Thousand Only)
	Total	**100%**	**Rs. 1,00,000/-**

The further Contribution if any required by the LLP shall be brought by the partners in their profit/loss sharing ratio or as mutually decided by them.

The Contribution will be brought in by the partners only when required by the LLP, not before that.

7. **MAIN OBJECT OF LLP SHALL BE AS FOLLOWS:**

a) To purchase, develop, sell, dispose-off, lease, exchange, hire, hold, manage, work, develop or otherwise acquire, whether for investment or sale, or working the same, any real or personal estate including lands, building, factories, mill, easement or any resources of land and other property of every description, whether freehold or leasehold or other tenure and where so ever situate and any interests therein and rights connected therewith

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b) To carry on the business as builders, property developers, Civil, mechanical and labour contractors, building and erection engineers, dealers in, importers, exporters and manufactures of houses (prefabricated and precast), Villas, Tenements, Bunglows, Apartment, Studio Apartment, materials, tools, implements, machinery and metal ware in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith in or outside India and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same dispose off or maintain the same.

c) To carry on the business of development of hi-technology industrial parks, residential townships, vocational training centres, leisure parks, convention centres, academy, club, club houses, green houses, garden, senior citizen centers, cottages, villas, holiday camps, recreation and entertainment centre, gymnasiums, amusement park, jogging park, aerobics, meditation, gyms, yoga center, fitness centers, slimming centers, banquet halls, swimming pools, Turkish bath, sauna bath, jacuzzi bath, toddler pool, boating, ice skating, shooting range with the approval of the appropriate authority and sports clubs in general by taking individual/ corporate membership either with defined rights of access or otherwise and either directly or through franchisee

	Hitarth B Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

arrangement or in partnership with others and development of other infrastructural facilities and to act as technical consultants and advisors in all matters relating to rural and urban infrastructural developments.

8. **PROFIT AND LOSS SHARING:**

That the Net Profit or Loss of LLP after Deduction of all expense including rent, salaries, other establishment expense, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time shall be divided and distributed amongst the partner in the following Proportion:

Sr. No.	Name of Designated Partner/Partner	Partner/Designated Partner	Profit/Loss Sharing
1.	Mitesh Sumanbhai Shah	Designated Partner	50%
2.	Hitarth Bhadresh Turakhia	Designated Partner	50%
	Total		100%

9. **REMUNERATION FOR THE PARTNERS:**

That all the parties to this deed have agreed to actively devote their time and attention to the LLP business. It is hereby agreed that they are considered to be the working partners of the LLP and actively devoting their time and attention to the business of LLP. They shall be allowed to draw yearly remuneration as under:

(a). the yearly remuneration payable of this LLP shall be calculated as percentage of the book profits for each accounting year in the following manner: -

Ratio of Book Profit:

Ratio of Book Profit:	
(a) On the first Rs. 300000 of the book profit or in case of loss	1,50,000 or at the rate of 90% of Book Profit Whichever is more
(b) On the Balance book profit	At the rate of 60% of Book Profit

(In case of Book profit being negative then Rs.1,50, 000/-. The Book profit would be shared among all the partners in their capital contributing ratio.) Remuneration of the partner to be paid as per the profit-sharing ratio.

(b). For the purpose of the above calculation to book profit shall be calculated on the basis of book profits as shown by the books and computed as provided in Sec. 28 to

	Hitarth B. Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

Sec. 44D (Chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to the partners for the relevant accounting year.

(c). The Partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other partners. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay as they may mutually agree upon.

(d). The partners are hereby authorized in future to mutually decide verbally or to put their decision in writing with regards to increase or decrease in remuneration or to change the relevant rate of interest if any chargeable/payable on the credit or debit balances of the partners. Such decision taken on mutual consent of all partners whether verbally or in writing shall be binding on all the partners and the LLP.

10. **ADMISSION OF NEW PARTNER:**

a) No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.

b) The Contribution of the partner may be tangible, intangible, Moveable or immoveable property. Contribution of an incoming partner will be mutually decided by all the existing partners.

c) The Profit/Loss Sharing Ratio of the incoming partner will be in proportion to his contribution towards LLP.

11. **RIGHTS OF PARTNER:**

a) 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.

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

c) 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 the said partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall use the name of the LLP to carry on the said business after taking prior approval.

12. LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.

	Hitarth B Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

13. 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. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the 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.

14. 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 LLP.

15. DUTIES OF PARTNERS:

a) Every partner shall account to the LLP for any benefit derived by him without the consent of the LLP 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.

b) Every partner shall indemnify the LLP and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the LLP.

c) Each partner shall render true accounts and full information of all things affecting the LLP to any partner or his legal representatives.

d) In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he 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.

e) No partner shall without the written consent of the LLP--

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

Lend money or give credit on behalf of the 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 LLP by the partner incurring the same.

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	Hitarth B. Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

- 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 LLP property or any part thereof may be seized.
- Assign, mortgage or charge his or her share" in the LLP or any asset or property thereof or make any other person a partner therein.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other partner.

16. MEETING:

a) 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.

b) 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 LLP. 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.

c) 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.

d) With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

e) 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.

17. DUTIES OF DESIGNATED PARTNER:

a) **First partner and Second partner** shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

b) 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.

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	Hitarth B. Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

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

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

e) 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.

18. CESSATION OF EXISTING PARTNERS:

a) 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 Cess as partner.

b) 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.

c) The LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008 and rules made there under.

d) Partner may resign to be partner of the LLP by giving a notice in writing of not less than 15 days to the other partners of his intention to resign as partner.

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19. 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 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.

20. MISCELLANEOUS PROVISIONS:

The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

	Hitarth B Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

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.

c) The books of accounts of the firm shall be kept at the registered office of the LLP for the reference of all the partners.

d) Each partner shall—

- Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

- Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business and they all shall be the working partners.

e) If at any time owing to losses or any other cause whatever the partners may dissolve, windup or go for striking off the name of the LLP under rule 37(1)(b) of Limited Liability Partnership Rules, 2009.

f) 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.

g) The auditor may be removed from the office with consent of all the partners.

h) It is expressly agreed that the bank account of the LLP shall be operated by First partner or Second partner severally or as may be mutually.

i) 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.

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AHMEDABAD DIST.
GUJARAT
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	Hitarth B. Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

0 1 JUL 2022

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 **GOOD VALUE PROPERTIES INDIA LLP (LLPIN- ABB-1633),**



MITESH SUMANBHAI SHAH
DPIN: 01994343
Designated Partner



Hitarth B Turakhia

HITARTH BHADRESH TURAKHIA
DPIN: 09531962
Designated Partner

Witness

1. Sign _____
Name – Abhishek Atulbhai Shah
Address – 701/ Shalin Gloria,
B/S Suyash Flats, Vikas Gruh Road Paldi, Ahmedabad 380007



2. Sign _____
Name – Farhad Sarosh Elavia
Address – 2035/1 Parsi Colony
Near gujarat Samachar Bress
Khanpur Ahmedabad 380001



BEFORE ME

S. D. Patel

SHITAL D. PATEL
NOTARY
GOVT. OF INDIA

0 1 JUL 2022

	Hitarth B Turakhia
Mitesh Sumanbhai Shah	**Hitarth Bhadresh Turakhia**

भारत सरकार
GOVERNMENT OF INDIA



મિતેશ સુમનભાઈ શાહ
Mitesh Sumanbhai Shah
જન્મ તારીખ / DOB : 29/07/1959
પુરુષ / MALE

7968 5996 0752

આધાર - સામાન્ય માણસનો અધિકાર

NOTARY
SHITAL D. PATEL
AHMEDABAD DIST.
GUJARAT
REGD. No.
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GOVT. OF INDIA

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

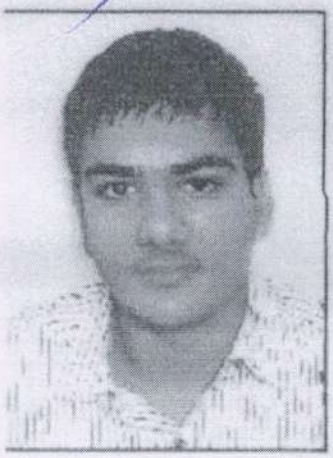
आधार

સરનામું:
11 હાશ, ધરણીધર સોસાઇટી, ધરણીધર જૈન મંદિર પાસે, પાલડી, અમદાવાદ શહેર, પાલડી, અમદાવાદ સિટી, અમદાવાદ, ગુજરાત, **380007**

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GOVERNMENT OF INDIA



હીતાર્થ ભદ્રેશ તૂરખીયા

Hitarth Bhadresh Turakhia

જન્મ તારીખ/ DOB: 07/11/1993

પુરુષ / MALE

9668 3708 4930

मेरा आधार, मेरी पहचान

Hitarth B Turakhia

NOTARY
SHITAL D. PATEL
AHMEDABAD DIST.
GUJARAT
REGD. No
12999/17
GOVT. OF INDIA

आधार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું :

19, મણીચંદ્ર સોસાઇટી પાર્ટ - 5, સારથી સામે- 3 , સુરધારા સર્કલ પાસે, મેમનગર, અમદાવાદ શહેર, અમદાવાદ, ગુજરાત - 380052

Address

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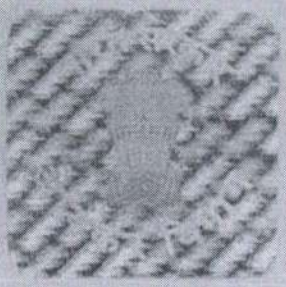
P.O. Box No. 1947,
Bengaluru-560 001

Hitarth B Turakhia

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

HITARTH BHADRESH TURAKHIA



BHADRESH CHAMPAKLAL TURAKHIA

07/11/1993

Permanent Account Number
AFKPT2752B

Hitarth B Turakhia

Signature



06122011

NOTARY
SHITAL D. PATEL
AHMEDABAD DIST.
GUJARAT
REGD No.
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Hitarth B Turakhia

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आधार

ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 0124/11471/04905

To
શાહ અભિષેક અતુલભાઇ
Shah Abhishek Atulbhai
C/O Shah Atulbhai
701 Shalin Gloria
B/s Suyash Flats
Vikas Gruh Road Paldi
Ahmedabad City
Ahmedabad Gujarat - 380007
9909966543

Validity unknown

Digitally signed by UIDAI
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Date: 2022.02.28 17:15:00 UTC

તમારો આધાર નંબર / Your Aadhaar No. :

8520 2950 2930

VID : 9190 1917 1870 5318

મારો આધાર, મારી ઓળખ

Government of India

AADHAAR

NOTARY
SHITAL D. PATEL
AHMEDABAD (GUJARAT)
REGD. NO. 129/2019
GOVT. OF INDIA

નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિ
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INFORMATION

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- આધાર સમગ્ર દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- તમારા મોબાઇલ નંબર અને ઈમેઇલ આઈડીને આધારમાં અપડેટ કરો.
- તમારા સ્માર્ટ ફોનમાં આધાર રાખો – એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

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Government of India



Issue Date: 31/08/2015

શાહ અભિષેક અતુલભાઇ
Shah Abhishek Atulbhai
જન્મ તારીખ/DOB: 30/10/1985
પુરુષ/ MALE

8520 2950 2930

VID : 9190 1917 1870 5318

મારો આધાર, મારી ઓળખ

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું :
શા અતુલભાઈ, 701 શાળીન ગ્લોરીયા, બી/એસ સુયષ ફ્લેટ્સ, વિકાસ ગૃહ રોડ પાલડી, અમદાવાદ સિટી, અમદાવાદ, ગુજરાત - 380007

Address:
C/O Shah Atulbhai, 701 Shalin Gloria, B/s Suyash Flats, Vikas Gruh Road Paldi, Ahmedabad City, Ahmedabad, Gujarat - 380007

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ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણીની ઓળખ / Enrollment No.: 0124/11012/00801

To
ફરહાદ સરોશ ઈલાવિયા
Farhad Sarosh Elavia
S/O Sarosh
2035/1 parsi colony
Near gujarat samachar press khanpur
Ahmedabad City
Ahmedabad G.p.o
Ahmadabad City Ahmedabad
Gujarat 380001
9586479512

19/12/2011

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NOTARY
SHITAL D. PATEL
AHMEDABAD DIST.
GUJARAT
REGD No
12993/17
GOVT. OF INDIA

તમારો આધાર નંબર / Your Aadhaar No. :

9743 5352 9835

મારો આધાર, મારી ઓળખ

ભારત સરકાર

Government of India



ફરહાદ સરોશ ઈલાવિયા
Farhad Sarosh Elavia
જન્મ તારીખ / DOB : 20/11/1982
પુરુષ / Male

9743 5352 9835

મારો આધાર, મારી ઓળખ

Government of India

AADHAAR

નિર્દેશ

- આધાર ઓળખનું પ્રમાણ છે, નાગરિકતાનું નહિ .
- ઓળખનું પ્રમાણ ઑનલાઇન ઑથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો .

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

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- આધાર દેશભરમાં માન્ય છે .
- આધાર ભવિષ્યમાં સરકારી અને બિન-સરકારી સેવાઓનો લાભ મેળવવામાં ઉપયોગી થશે .
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું:
S/O સરોશ, 2035/1, પારસી કૉલોની, ગુજરાત સમાચાર પ્રેસ બાજુ મા, ખાનપુર, અમદાવાદ શહેર, અમદાવાદ, અમદાવાદ જી. પી. ઓ., ગુજરાત, 380001

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