

**Limited Liability Partnership Agreement
of**

MEGHNA INFRACON LLP

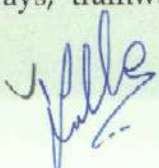
THIS Agreement of LLP made in Mumbai on 15th day of July of the year 2022 [Two thousand Twenty two]

BETWEEN

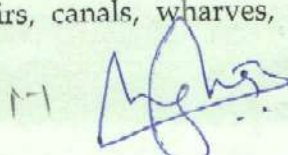
1. **Mr. Vikram Jayantilal Lodha** residing at 402, 4th Floor, Neelmani - II, Bapubhai Vashi Road, Vile Parle (W) Mumbai-400056 hereinafter called the **FIRST PARTNER** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and;
2. **Mr. Meghana Vikram Lodha** residing at 302, Neelmani- II, Bapubhai Vashi Road Vile Parle West Mumbai- 400056 hereinafter called the **SECOND PARTNER** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees;

WHEREAS:

1. The said parties hereto have agreed to carry on in India or elsewhere, either alone or jointly with one or more person, Government, local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search survey, examine, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, engineer, interior decorators, consultant, advisor, agent, broker, supervisor, administration, contractor, Sub-contractor, developer, turnkey contractor and manager of all types of construction & development work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways, water tanks, reservoirs, canals, wharves, warehouse, factories,



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building, structure, drainage & sewage works, water distributions & filtration system, docks, irrigation works, foundation works, flyovers, airport, runways, rock drilling, stadium, hydraulic units, sanitary work, power supply works, power station, hotels, hospital, dharmashalas, multistories, colonies, complexes, housing project and other similar works and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of land & building and to carry on all or any of the foregoing activities for building material, goods, plants, machineries, equipments, accessories, parts, tools, fitting, articles, material and facilities. Accordingly the Parties hereto above have formed and constituted this Limited Liability Partnership and to carry on the said business in the name and style of **MEGHNA INFRACON LLP** W.E.F. 8th July, 2022.

2. In order to avoid future difference and to have better understanding the parties hereto have above agreed among themselves to reduce the terms of the Partnership into writing by a formal instrument of Partnership and thereby regulate and control the relationship between the Parties interest on certain terms and conditions as hereinafter appearing.

NOW THEREFORE THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT executed in terms of Section 23(1) of the Limited Liability Partnership Act, 2008 **WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

I. Preliminary

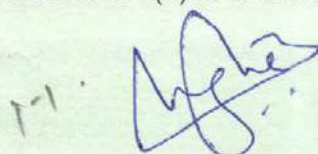
1. Subject as hereinafter provided, the Regulations contained in the First Schedule to the Limited Liability Partnership Act shall apply to the Limited Liability Partnership.

II. Interpretation

2. (1) In these Agreement:
 - a. "The Act" means the Limited Liability Partnership Act, 2008
 - b. "Designated Partners" means the Designated Partners of the LLP and includes persons occupying the position of Designated Partners by whatever name called.
 - c. "This Seal" means the Common Seal of the LLP.
 - d. "The LLP" or "This LLP" means **MEGHNA INFRACON LLP** unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modifications thereof in force.

III. Limited Liability Partnership

3. The LLP is a LLP within the meaning of Section 2(n) of the Act, and accordingly




- a. It is a body corporate which has legal entity separate from that of its partners, and perpetual succession.
- b. Any changes in its partners shall not affect the existence, rights or liabilities of the limited liability partnership.
- c. It shall have at least two partners.
- d. It shall have at least two designated partners who are individuals and at least one of them shall be a resident in India.

IV Registered Office

4. The LLP shall have its registered office at **102, Shivam Chamber S.V Road, Near Champion Factory, Goregaon West - 400104** and /or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
5. 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, by taking consent of the Majority of the Partners from time to time. The LLP can open branch or branches under the Aegis of this LLP at any place of India and in any part of the world with the consent of all the partners.
6. The LLP may change its registered office from one place to another by taking consent of the Majority of the Partners from time to time.

V Business Activity

7. The Business of this LLP shall be to carry on in India or elsewhere, either alone or jointly with one or more person, Government, local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search survey, examine, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, engineer, interior decorators, consultant, advisor, agent, broker, supervisor, administration, contractor, Sub-contractor, developer, turnkey contractor and manager of all types of construction & development work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways, water tanks, reservoirs, canals, wharves, warehouse, factories, building, structure, drainage & sewage works, water distributions & filtration system, docks, irrigation works, foundation works, flyovers, airport, runways, rock drilling, stadium, hydraulic units, sanitary work, power supply works, power station, hotels, hospital, dharmashalas, multistories, colonies, complexes, housing project and other similar works and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of land & building and to carry on all or any of the foregoing activities for building material, goods, plants, machineries, equipments, accessories, parts, tools, fitting, articles, material and facilities..

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VI. Capital Contribution

8. The Initial and Fixed Capital of the LLP shall be Rs. 50,000/- (Rupees fifty thousand only) and shall be contributed by all the Partners as per mutually agreed by themselves.

In addition to the aforesaid Fixed Capital the Partners may lend any amount to the LLP by way of Loan or on Current Account irrespective of their Profit sharing Ratio and in such manner as may be agreed upon by the partners from time to time.

VII. Profit Sharing

The Net Profit and Losses of the Partnership business shall be distributed as per the audited accounts maintained by the Partnership after making provision of tax liabilities amongst the Partners as under.

FIRST PARTNER	50%
SECOND PARTER	50%

The Capital Profits and Losses arising on the sale of any of the Partnership Property shall also be divided and distributed amongst the Partners in the above proportions.

At the end of the financial year a profit and loss account of the LLP shall be drawn and duly authenticated by all the partners about the correctness of the same and the final profit or loss shall accordingly be credited or debited the partners in their profit sharing ratio.

VIII. Partners

9. On Incorporation of LLP, the persons who have subscribed to the Incorporation Document shall be its Partners
10. The following shall be the **First Designated Partners** of the LLP as specified in the Incorporation Document:

Mr. Vikram Jayantilal Lodha

Mrs. Meghana Vikram Lodha

11. There shall be at least two designated partners. They should be individuals and at least one of them shall be a resident in India.
12. The Designated Partners shall satisfy all the conditions and requirements as may be prescribed by the Central Government.
13. Every Designated Partner shall possess a Designated Partner Identification Number.
14. Particulars of every designated partner and his consent to act as such should be filed with the Registrar within thirty days of the incorporation.

IX. Mutual Rights and Duties of Designated Partners



15. The Designated Partners are answerable 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 this Act and without limiting the generality of the duties of the Designated Partners they shall be liable to the following duties,


- a) Every Designated partner shall indemnify the LLP for any loss caused to it by his fraud or willful neglect in the conduct of the business of the LLP.
- b) The Designated Partners shall carry out the business of the Partnership or the greatest common advantage of the partners and every partner shall be bound to make good to the partnership any loss which is due to his act which he was legally forbidden to do.
- c) Every Designated Partner shall punctually pay and discharge his or her separate debts and/or liabilities and shall keep the partnership effectually indemnified against the same.
- d) No Designated partner shall without the consent of all the other Designated Partners do any of the following acts:
 - i) Lend any or deliver any goods belonging to the LLP.
 - ii) Release or compound any debt or claim owing to the LLP.
 - iii) Guarantee the payment or discharge of any sum or claim.
 - iv) Execute any deed or stand surety for any payment for or knowledge any liability of the LLP.
- e) No Partner shall without the consent of all the other Designated partners obtained in writing for that purpose Transfer his interest in the LLP by mortgage, sale or otherwise.
- f) The partners shall be true and just to each other in all times during the continuance of the partnership diligently and faithfully, employ themselves in the conduct and management of the said business and concerns of the partnership.
- g) The designated partner shall be liable to all penalties imposed on the limited liability partnership for any contravention of the provisions of the Bill.


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

17. Every partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP or from any use by him of the property, name or any business connection of the LLP.

X. Management and Administration of LLP

18. The Business of the LLP shall be managed by all the Partners. In all matters relating to the management and conduct of the day to day business of the LLP the decision taken by the Designated Partners/Majority of the Partner shall be final and conclusive on all the partners.

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19. All important matters and policy regarding the Partnership Business and dealings shall be taken and decided by all the Partners with majority decision. All contracts, agreements, deeds and documents required to be signed and executed by or on behalf of the Partnership shall be signed and executed by any one partner, and when such Contracts, agreements, deeds and documents when signed and executed as such, shall be binding upon the Partnership and all the partners.
20. In any matter or issue (other than management and conduct of day to day business of the LLP) relating to the limited liability partnership shall be decided by a resolution passed by a majority partners, and for this purpose, each partner shall have vote in proportion to their profit sharing ratio in the LLP and the decision of the majority shall be final and conclusive on all the partners.
21. The Designated Partners may pay all expenses incurred in getting the LLP registered and may exercise all such powers of the LLP, as are not restricted by the Act or any statutory modification thereof for the time being in force or by this Agreement, as are required to be exercised by the LLP

XI Procedure for Calling, holding and conducting Meetings

22. Any matter or issue relating to the limited liability partnership shall be decided by resolution passed by the majority in value, and for this purpose, each partner shall have vote in proportion to his to their profit sharing ratio in the LLP. The meeting of the Partners may be called by sending 7 (Seven) days prior notice to all the partners at their residential address or by E-Mail at the E-Mail ID's as registered with Registrar of Companies at the time of allotment of their DIN or at the E-Mail ID's provided by the individual Partners to the in writing to the LLP.
23. 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 the partners.
24. 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.

XII. ADMISSION OF THE PARTNER

25. No person may be introduced as a partner without the consent of all the Partners.

XIII. RETIRMENT (RESIGNATION) OF THE PARTNER

26. If any of the Partner shall at any time during the subsistence of the partnership is desirous of retiring/resigning from the LLP, it shall be competent for him to do so provided always that he shall in such a case give at least 3 calendar months notice of his intention to do so.
27. The continuing partners reserves the right to induct before the formal retirement of the outgoing partner another person as partner in this partnership on such terms and



conditions as may be agreed by all the continuing partners but not so as to prejudice the interest of the Retiring Partner.

28. It is expressly agreed that with a view to arrive at the share of the retiring partner in the net assets, income etc. of the LLP and further in the interest of proper fair, smooth and amicable settlement between the continuing and the retiring partner that an assessment shall be made within three months from the date of retirement of the partner of all assets and liabilities and prior charges whatsoever belonging and pertaining to the partnership as constituted immediately before the retirement and based on the above assessment the net assets of the partnership (i.e. after deduction of liabilities) shall be valued at their FAIR VALUE and based on such FAIR valuation the share of the retiring Partner in the partnership shall be determined in full and final satisfaction of all the claim of the retiring Partner in the partnership which shall be credited or debited as the case may be to his capital account and the net balance remaining after the said credit or debit in the capital account of the retiring Partner shall be paid or refunded as the case may be by or to the retiring Partner within such period as may be mutually agreed upon between the continuing and the retiring Partner.

XIV. CESSATION OF THE PARTNER


29. A person may cease to be a partner in the following circumstances
- a. He has given notice to other partners of his intention to resign as a partner in accordance with the provisions of clause 25 hereof in above or.
 - b. On his death or dissolution of the LLP; or
 - c. If he is declared to be of unsound mind by a competent court; or
 - d. If he has applied to be adjudged as an insolvent or declared as an insolvent.
30. The share of the ceased partner in the net assets income etc. of the LLP shall be determined in accordance with the provisions of clause 27 hereinabove.

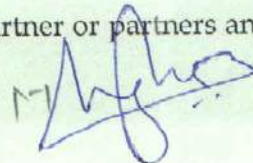
XV. EXPULSION OF THE PARTNER

31. If any partner is found to be acting against the interest of the LLP, he may be expelled with written consent of all the partners of LLP other than such partner who is found to be acting against the interest of the LLP.
32. The expelled partner shall cease to be a partner of this LLP from the date of expulsion and all his powers and authorities given to him under this LLP shall automatically cease and the LLP shall not be responsible for any contract, agreement and signed with the expelled partner by any person acting through him.

XVI DEATH OF THE PARTNER

33. The Partners can appoint their nominee and the same is to be intimated to the LLP in form of notice. Upon the death of any of the Partner or partners any nominee appointed

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in a notice given to the remaining partners in writing and in absence of such notice any nominee appointed by such partner in his/her last will or failing such nomination the spouse of any such partner shall be entitled to join the LLP as a partner from the date of his/her demise on the same terms and conditions on which the deceased was a partner on the date of demise and the balance standing to his/her credit or debit of the deceased Partner shall be transferred in favour of the Partner so inducted.


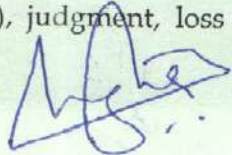
34. In the event there is no notice given by the Deceased Partner or he has not made any will or his nominee or Spouse refuses to join the LLP as above then with a view to arrive at the share of the deceased partner in the net assets income etc. of the partnership and further in the interest of proper, fair, smooth and amicable settlement between the surviving and the deceased partners that an assessment shall be made within three months from the date of death of the Partner of all assets and liabilities and prior charges whatsoever belonging and pertaining to the partnership as constituted immediately before the death of the said Partner and based on the above assessment the net assets of the partnership (i.e. after deduction of liabilities) shall be valued at their FAIR VALUE and based on such FAIR valuation the share of the deceased Partner in the partnership shall be determined in full and final satisfaction of all the claim of the deceased partner in the partnership and which shall be credited or debited as the case may be to his/her capital account and the net balance remaining after the said credit or debit in the capital account of the deceased partner shall be paid or refunded as the case may be to or by the legal representative/heirs of the deceased partner within such period as may be mutually agreed upon by the surviving partners. The surviving partner shall be entitled to admit any other partner in place of the deceased partner on such terms and conditions as the surviving partners may think fit.

XVII RECONSTITUTION OF PARTNERSHIP

35. Where there is a change in constitution of Partnership (either due to change in profit/loss sharing ratio between the partners or due to admission of a partner or otherwise) a fresh Agreement shall be drawn up to give effect to the said reconstitution.

XVIII. INDEMNITY

36. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him.
- I. In the ordinary and proper conduct of the business of the limited liability partnership; or
 - II. In or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.
 - III. 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

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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.

37. Every partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of the business of the LLP.

XIX WORKING CAPITAL CONTRIBUTION, BORROWINGS AND REMUNERATION

38. The funds required for the purpose of the day to day administration and working Capital for the LLP business shall be contributed or arranged by the partners in following ratio as agreed by the partners.

39. Finance required for the purpose of the partnership business from outside borrowing, from time to time, shall be brought in by the Partners, with the mutual consent in writing of all the Partners. Under no circumstances, any money or finance shall be brought in without the consent in writing of all the Partners. The Partners shall not borrow any money for the purpose which is outside or beyond the scope of the Partnership Business or is otherwise not connected directly with the Partnership Business.

40. "It is agreed by and between the parties hereto that all the partners (hereinafter referred to as working partners) shall devote their time and attention in the conduct of the affairs of the firm, as the circumstances and the business needs may require. The remuneration payable to the working partners shall be worked out as under:

In case of profit not exceeding) upto profit of Rs.1,50,000/- or 90%
Rs.3,00,000/- for the year.) of the book profit whichever
) is higher

On the book profit exceeding) Rs.2,70,000/- plus 60% of the
Rs.3,00,000/- for the year) excess over Rs.3,00,000/-

However no remuneration shall be payable in the event of loss. For the purpose of the above calculation the book profit shall be calculated on the basis of book profits as shown by the books and computed as provided in Section 28 to section 44D (Chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to the partners for the relevant accounting year as defined in Section 40(b) of the Income Tax Act, 1961 or any statutory modification or any re-enactment thereof for the time being in force.

Such total remuneration shall be paid to the working partners in the following ratio.

Mr. Vikram Jayantilal Lodha	50%
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Mr. Meghana Vikram Lodha	50%
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The partners shall be entitled to modify the above terms relating to remuneration payable to the partners by executing a supplementary deed and any such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which supplementary deed is executed and the same shall form part of deed of partnership."

XX Miscellaneous Provisions


41. The Partners shall be entitled to withdraw amount during the year from Partnership towards their share of profit or out of their current, loan or capital account from time to time as may be mutually decided by the partners.
42. Notwithstanding anything stated or provided herein the Partners hereto have full powers and discretion to modify, alter or vary the terms and conditions of the Partnership Agreement in any manner whatsoever they think fit by mutual consent, which shall be reduced to writing to be signed by all the partners and shall be registered with Registrar.
43. That with respect to any matter connected with the affairs of the LLP, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between them.
44. That the partners shall be entitled to modify the above terms relating to remuneration etc. payable to partners by executing a supplementary Agreement and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such Agreement is executed and the same shall form part of this LLP Agreement.
45. The LLP may change its name by taking consent of the Majority of the Partners from time to time.

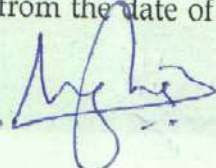
XXI Notice

46. A notice or document may be given or served by the LLP to any partner or designated partner either personally or by sending it by post to him at his/her registered address or if he has no registered address in India, at the address, if any, within India supplied by him to the LLP for the purpose of giving notice to him or by mail at the Email ids provided by the individual Partners in written to the LLP.
47. A document may be served on the LLP by sending it by post under a certificate of posting or by registered post or by any other manner as may be prescribed at the registered office and any other address specifically declared by the LLP for the purpose in such form and manner as may be prescribed.

XXII. Statement of Account and Solvency

48. 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.

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49. The LLP shall, within a period of six months from the end of each financial year, prepare a Statement of Account and Solvency for the said financial year as at the last day of the said financial year.
50. The designated partners of the limited liability partnership shall put their signature on the Statement of Account and Solvency.
51. The LLP shall file the Statement of Account and Solvency with the Registrar every year.


XXIII. Inspection of Accounts

52. The LLP shall maintain such proper books of accounts relating to its affairs for each year of its existence on cash basis or accrual basis and according to double entry system of accounting and shall maintain the same at its registered office.
53. The Statement of Accounts and Solvency and Annual Return filed by the LLP shall be available for inspection in the office of the Registrar during business hours in such manner and on payment of such fees as may be prescribed.

XXIV. Audit

54. The accounts of the limited liability partnerships shall be audited in accordance with the rules prescribed by the Central Government.
55. The designated partners may appoint an auditor or auditors,
 1. at any time for the first financial year but before the end of the first financial year, or
 2. within 30 days before the end of each financial year; or
 3. to fill a casual vacancy in the office of the auditor; or
 4. To fill up the vacancy caused by removal of an auditor.
56. The Partners may appoint an auditor or auditors where the designated partners have failed to make an appointment.
57. An auditor or auditors of the LLP shall hold office in subject to the requirement that
 1. they do not take office until any pervious auditor or auditors cease to hold office, and
 2. they cease to hold office at the end of the next period for appointing auditors unless re-appointed
58. Where no auditor has been appointed by the end of the next period, any auditor in office immediately before that time is deemed to be re-appointed unless
 1. the deemed re-appointment is prevented by the partners by giving notice from majority of the partners, or
 2. the partners have determined that he should not be re-appointed, or
 3. The designated partners have determined that no auditor or auditors should be appointed for the financial year in question.
59. The Partners of the LLP may remove an auditor from the office with the written consent of the Majority of the Partners.

XXV. Annual Return

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60. The limited liability partnership shall be required to file an annual return with the Registrar within sixty days of closure of its financial year.

XXVI. Operation of Bank Accounts

61. The Designated Partners shall have the power to open bank accounts, on behalf of the LLP and to operate all banking accounts of the LLP and to receive payments, make endorsements, draw and accept negotiable instruments, hundies, bills etc.
62. The Bank account shall be operated by signature of any one partner.

XXVII. The Seal

63. The Designated Partners shall provide for the safe custody of the Seal of the LLP.
64. The Seal shall not be affixed to any instrument except by the authority of the Designated Partner and except in the presence of one partner and one designated partner who shall sign every instrument to which the Seal is affixed.

XXVIII Secrecy

65. Every Partner and every Designated Partner and any other person employed in the business of the LLP shall, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the LLP with its clients and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by mutual consent of all Partners and Designated Partners and except so far as may be necessary in order to comply with the provisions of the Act.

XXIX Arbitration

66. 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.

XXX. Winding Up.

67. That the LLP shall be liable to dissolution only if all the Partners so decide.
68. On the Winding Up of the LLP, the liquidator, may, subject to the provisions of the Act, and the Rules made by the Central Government in this regard divide among the Partners in specie or otherwise the whole or any part of the assets of the LLP.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

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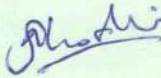
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Mr. Vikram Jayantilal Lodha

(Designated Partner)

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Mr. Meghana Vikram Lodha

(Designated Partner)

Witness:

- a) Name: Abhishek Shastri
Address: D/50 Hartiney, Bapubhai Vashi Road, Vile Parle (w),
Mumbai - 400056
Signature: 
- b) Name: PradiP Awasarmol.
Address: Vikramshila Colony, opp. Takshashila Vidyalay, Ulhasnagar - 421004.
Signature: 