



Indian Non Judicial Stamp
Haryana Government



Date 11/02/2023

Certificate No. GOK2023B894



GRN No 99050137



Stamp Duty Paid ₹ 1000

(Rs. Thousand Only)

Penalty ₹ 0

(Rs. Zero Only)

Deponent

Name : Silverglades Homes Llp

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 95*****56



Purpose : LLP AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

LLP AGREEMENT

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

SILVERGLADES HOMES LLP



This Agreement of **SILVERGLADES HOMES LLP** made at Gurugram, on this 11th day of February of 2023 between:

1. **M/s Silverglades Holdings Private Limited** having regd. office at 404, Nirmal Tower, 26 Barakhamba Road, New Delhi 110001 through its Director Mr. Vijay Singh, s/o Sh. Munshi Ram authorized vide Board Resolution dated 27.12.2022, (hereinafter referred as the party of the First Part);
AND
2. **M/s Silverglades Infrastructure Private Limited** having regd. office at 404, Nirmal Tower, 26 Barakhamba Road, New Delhi 110001 through its Director Mr. Harsh Kumar Gupta, s/o Sh. Vinod Kumar Gupta, authorized vide Board Resolution dated 27.12.2022, (hereinafter referred as the party of the Second Part);



1

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For Silverglades Homes LLP

Designated Partner



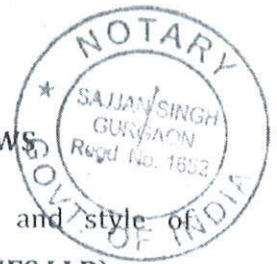
AND

3. **M/s Centerstone Estate LLP** having regd. Office at 506, 5th Floor, Time Square Building, B-Block, Sushant Lok-I Gurugram-122002, through its Designated Partner Ms. Abha Jain D/o Sh. Nemi Chand Jain, authorized vide Board Resolution dated 27.12.2022, (hereinafter referred as the party of the Third Part);

Now all the Parties have formed a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and with a view to defining the rights, relations and obligations between the partners interest and to avoid any dispute in future, the partners have considered expedient and necessary to execute this agreement of LLP into writing on the terms and conditions stated hereunder:

IT IS AGREED HEREBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. A Limited Liability Partnership shall be carried on in the name and style of **SILVERGLADES HOMES LLP** (hereinafter called as **SILVERGLADES HOMES LLP**).
2. That the registered office of the **SILVERGLADES HOMES LLP** shall be at at 506, 5th Floor, Time Square Building, B-Block, Sushant Lok-I Gurugram-122002, or such other place or places, as shall be mutually agreed by the partners from time to time.
3. That the business of the **SILVERGLADES HOMES LLP** shall be :
 - a. To purchase, deal, acquire, take on lease or in exchange or in any other lawful manner any area, land, agricultural land, farm houses, buildings, structures and to turn the same into account, develop the same and sell and/or dispose of or maintain the same and to build townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof



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For Silverglades Homes LLP



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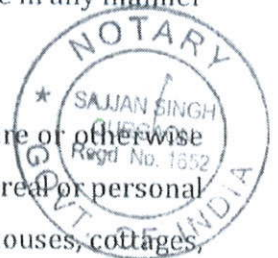
Designated Partner

- b. with all or any amenities or conveniences, drainage facility, electric, telephonic, television installation and sell, give on lease or otherwise deal with the same in any manner whatsoever, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants dealers, property agents and others in rural, urban, hilly, plain and other areas and to carry on any real estate business.
- c. To construct, erect, build, repair, re-model, demolish, develop, improve, grades, curve, pave, macadamize, cement and maintain building structures, houses, apartments, hospitals, schools, places of worship, highways, roads, paths, streets, sideways, courts, alleys, pavements and to do other similar construction, leveling or paving work, and for these purpose to purchase, take on lease, or otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure or description wherever situate, or rights or interests therein or connected therewith and thereafter to turn the same into account, sell or dispose of or maintain the same or give on lease or otherwise deal with the same in any manner whatsoever.
- d. To purchase, sell, develop, trade, take in exchange, or on lease, hire or otherwise acquire, whether for investment or sale, or working the same, any real or personal estate including lands, mines, business, building, factories, mill, houses, cottages, shops, depots, warehouses, machinery, plant, stock in trade, mineral rights, concessions, privileges, licenses, easement or interest in or with respect to any property or interest in or with respect to any property whatsoever for the purpose of the company in consideration for a gross sum or rent or partly in one way and partly in the other or for any other consideration and to carry on business as proprietors of flats and buildings and to let on lease or otherwise apartments therein and to provide for the conveniences commonly provided in flats, suites and residential and business quarters.

Without prejudice to the above the LLP may engage itself in any lawful act or activity for which a LLP may be formed under LLP Act subject to the requisite approval



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For Silverglades Homes LLP
Designated Partner



required, if any. The LLP may engage in all activities necessary, desirable or incidental to the accomplishment of the foregoing.

4. The Capital of the **SILVERGLADES HOMES LLP** shall be Rs. 10,00,000 (Rupees Ten Lakh only) which shall be contributed by the partners in the following ratio:

First Party: Rs. 50,000/- (Rupees Fifty Thousand only)

Second Party: Rs. 50,000/- (Rupees Fifty Thousand only)

Third Party: Rs. 9,00,000/- (Rupees Nine Lakh only)

The further fund requirement, if any, by the **SILVERGLADES HOMES LLP** shall be brought by the Party of the First Part and parties of the second by the Praters Loan or other way of other contribution. Third part will be under no obligation to bring additional contribution. The amount of further contribution shall have no link with the profit sharing ratio of the Partners in the LLP.

5. Notwithstanding the amount of capital or further contribution infused by the Partners in terms of Clause 4 above, at all times, the Partners of **SILVERGLADES HOMES LLP** shall share profit/surplus funds or losses in the following ratio:

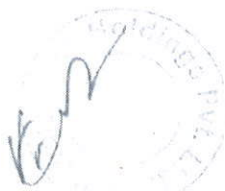
First Party : 5%

Second Party : 5%

Third Party : 90%



6. That **SILVERGLADES HOMES LLP** shall have a common seal to be affixed on documents as defined by the partners under the signature of any of the Designated Partners.

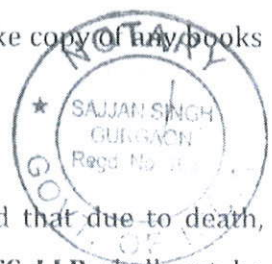


Admission of New Partner:

7. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give its/his prior consent to act as Partner of the **SILVERGLADES HOMES LLP**.
8. That the capital contribution of such new partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring minimum contribution of Rs. 50,000/- (Rupees Fifty Thousand only).

Rights of Partners:

9. All the partners hereto shall have the rights, title and interest in all the assets and properties in the **SILVERGLADES HOMES LLP** to the extent of the amount of Capital Contribution outstanding to the account of each partner as per the books of accounts prepared up to date and thereafter in the proportion of profit-sharing ratio of the Partners.
10. That **SILVERGLADES HOMES LLP** shall pay to the partner(s) yearly interest on the additional capital contribution/loan as may be agreed mutually between the partners.
11. Every partner has a right to have access to and to inspect and to take copy of any books or account of the **SILVERGLADES HOMES LLP**.
12. **SILVERGLADES HOMES LLP** shall have perpetual succession and that due to death, retirement or insolvency of any partner, **SILVERGLADES HOMES LLP** shall not be dissolved.
13. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all it/his rights, title and interest in the partnership as herein provided. However, upon



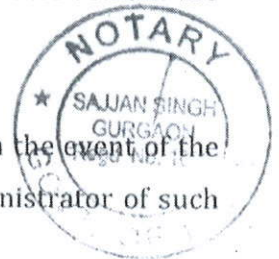
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For Silverglades Homes LLP

[Signature]
Designated Partner



insolvency of a partner the outgoing partner shall be entitled to its/his/her share of profit, up to the date on which it/he ceases to be a partner and his or her rights, title and interest in the **SILVERGLADES HOMES LLP** shall come to an end. Upon the death of any of the partners herein, any one of its/his/her heirs shall be admitted as a partner of the **SILVERGLADES HOMES 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/insolvency of any partner, if it/his or her heirs, assignee opt not to become the partner, the surviving/remaining partners shall have the option to purchase the contribution of the deceased/insolvent partner in the **SILVERGLADES HOMES LLP**.
15. The LLP business shall be carried out at the Premises referred to in this Agreement and/or at such other place(s) as may be mutually decided. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relating to the Premises and any other premises acquired for the purpose of the LLP business shall be borne by the LLP. Any property movable or immovable acquired by the LLP shall at all times remain the property of the LLP.
16. The interest of partners in the LLP constitutes their personal estate. In the event of the death or legal disability of any partner, the executor, trustee or administrator of such partners shall be bound by the provisions of this LLP Agreement.
17. Each of the Partners 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.



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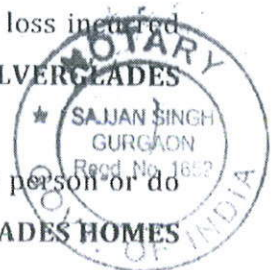
For Silverglades Homes LLP

Designated Partner



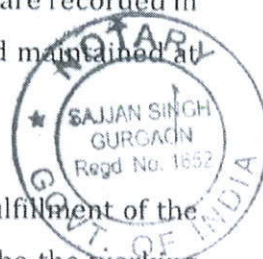
Duties of Partners:

18. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or its/his legal representatives.
19. In case any of the Partners desires to transfer or assign its/his interest or shares in the **SILVERGLADES HOMES LLP** it/he will first offer the same to the remaining partners by giving 15 days' notice. In the absence of any communication from the remaining partners, the concerned partner can transfer or assign its/his share in the market.
20. No partner shall without the consent of the all the other Partners,
- I. Employ any money, goods or effects of the **SILBVERGLADES HOMES LLP** or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of **SILVERGLADES HOMES LLP**.
 - II. Lend money or give credit on behalf of **SILVERGLADES HOMES 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 **SILVERGLADES HOMES LLP** by the partner incurring the same.
 - III. Enter into any bond or become surety or security with or for any person or do knowingly cause or suffer to be done anything whereby **SILVERGLADES HOMES LLP** property or any part thereof may be seized.
 - IV. Assign, mortgage or charge its/his or her share in the **SILVERGLADES HOMES LLP** or any asset or property thereof or make any other person a partner therein.
 - V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the **SILVERGLADES HOMES LLP** except upon the written consent given by the other partner.



Meetings:

21. All the matters related to the **SILVERGLADES HOMES LLP** shall be decided by unanimous resolution passed by the partners, and for this purpose, each partner shall have one vote.
22. That 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 Addresses provided by the Partners to **SILVERGLADES HOMES LLP**. Provided the meeting be called at shorter notice, if majority of the partners agree to the same either before or after the meeting. The meeting of the Partners may be conducted through Teleconferencing or Video conferencing.
23. That the meeting of Partners shall ordinarily be held at the registered office of the **SILVERGLADES HOMES LLP** or at any other place as per the convenience of partners.
24. That **SILVERGLADES HOMES LLP** 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.
25. Each partner shall give time and attention as may be required for the fulfillment of the objectives of the **SILVERGLADES HOMES LLP** business and they shall be the working partners.



Duties of Designated Partner:

26. That the Authorized representative of the Designated Partner(s) shall act on their behalf as required under Limited Liability Partnership Act, 2008.



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For Silverglades Homes LLP

Ham
Designated Partner

27. That Party of the First Part & Second Part only 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 or any other Act as may be applicable to the **SILVERGLADES HOMES LLP** including filing and execution of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

28. That the Designated Partners shall be responsible for the doing of all acts arising out of this agreement. Any major decision which affects the interest of the Partners in LLP shall be taken only by partners including but not restricted to:

- (a) Ratification of this LLP Agreement post-incorporation of the LLP;
- (b) Opening of Bank Account;
- (c) Acceptance of Annual Account and Solvency and Auditor's Report thereon;
- (d) Any proposal of the LLP to make application to the Central Government that the affairs of the LLP ought to be investigated;
- (e) Any alteration to this LLP Agreement;
- (f) Change of name;
- (g) Change in registered office of the LLP;
- (h) Carrying on of other business;
- (i) Declaring any other place as place for service of document under sub clause (2) of section 13 of the Act and Rule 16(2).
- (j) Appointment of Designated Partners; and
- (k) Appointment and removal of Auditor(s);
- (l) Any sale, merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or waste to the property of the LLP as defined in Section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver.
- (m) The admission of new Partners;
- (n) Change of business;



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For Silverglades Homes LLP

Ham
Designated Partner



- (o) Expulsion of any Partner;
- (p) Assignment and transfer of partnership rights, by the Partners in any way;
- (q) Raising of further capital;
- (r) Winding up and dissolution of the LLP.

29. That the **SILVERGLADES HOMES LLP** shall indemnify and defend its partners from and against any and all the liabilities 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 acts done diligently and bonafide on behalf of LLP as partners and officers of **SILVERGLADES HOMES LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners:

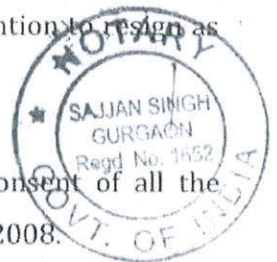
30. That Partner may cease to be partner of the **SILVERGLADES HOMES LLP** by giving notice in writing of not less than thirty days to the other partners of his intention to resign as partner.

31. That **SILVERGLADES HOMES LLP** can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extents of Liability of SILVERGLADES HOMES LLP:

32. **SILVERGLADES HOMES LLP** shall not be bound by anything done by a partner in dealing with a person if—

- I. the partner in fact has no authority to act for the **SILVERGLADES HOMES LLP** in doing a particular act; and
- II. the person knows that he has no authority or does not know or believe him to be a partner of the **SILVERGLADES HOMES LLP**.



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For Silverglades Homes LLP

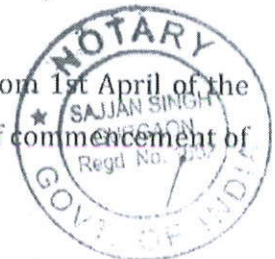
Ham
Designated Partner

Bank Operation:

33. It is mutually agreed that **SILVERGLADES HOMES LLP** shall maintain one or more Bank Account(s) with any bank as the partners may decide mutually which shall be operated by partners either individually or jointly as may mutually decided by Partners in writing.

Miscellaneous Provisions:

34. That **SILVERGLADES HOMES LLP** shall indemnify each partner in respect of payments made and personal liabilities incurred by him in the ordinary and proper conduct of the business of the limited liability partnership or in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
35. The books of accounts of the firm shall be kept at the registered office of the **SILVERGLADES HOMES LLP** for the reference of all the partners and shall be audited by Chartered Accountants as may be appointed by the designated partners or partners of **SILVERGLADES HOMES LLP**.
36. The accounting year of the **SILVERGLADES HOMES LLP** shall be from 1st April of the year to 31st March. The first accounting year shall be from the date of commencement of this LLP till 31st March 2024.
37. All disputes between the partners or between the partners and the said LLP arising out of the limited liability partnership agreement which cannot be resolved otherwise in terms of this Agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996). The Parties shall mutually appoint the sole arbitrator and the seat of arbitration shall be in Delhi.



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For Silverglades Homes LLP

Handwritten signature

Designated Partner

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

Signed and delivered by:

(Vijay Singh)

For and on behalf of
(SILVERGLADES HOLDINGS PRIVATE LIMITED)
Designated Partner

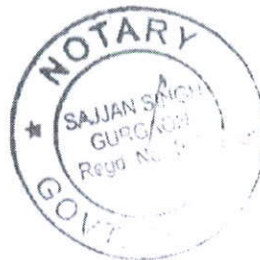


(Harsh Kumar Gupta)

For and on behalf of
(SILVERGLADES INFRASTRUCTURE PRIVATE LIMITED)
Designated Partner

(Abha Jain)

For and on behalf of
(CENTERSTONE ESTATE LLP)
Nominee



Witness:

1. Name: LOKESH

Address: H.No-130, Village Resoi,
Distt. Sonapat Haryana-131029

Signature: Lokesh

2. Name: Manisha

Address: 118/26, Blam (nash khari)
Gurgaon

Signature: Manisha

3. Name: Aarti Jain

Address: Kundan State Society, Sec-13, Phase-2,
Gurgaon-122001

Signature: Aarti Jain

ATTESTED

SAJJAN SINGH
ADVOCATE & NOTARY
GURGAON

13 FEB 2023

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For Silverglades Homes LLP

Designated Partner