



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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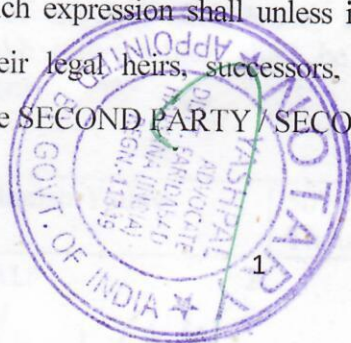
### Supplemental Agreement on change in Registered Office

This Supplemental LIMITED LIABILITY PARTNERSHIP Agreement dated 30<sup>th</sup> November, 2023 of M/s. SRG Infinity Developers LLP having its registered office at 23K, Motilal Basak Lane, Kankurgachi S.O, Kolkata, West Bengal 700054 (hereinafter called as LLP) being the confirming party of the agreement by and between:

1. **Mr. Manish Yadav** , S/o Late Shri T.S. Yadav , R/o House No.-576 , Sector-28 , Faridabad, Haryana – 121008 , 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 FIRST PARTY / FIRST PART;

AND

2. **Mr. Sandeep Gupta** having DIN-00032619, S/o Sh. Motilal Gupta R/o E-42, G.K. Part-II, New Delhi. 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 SECOND PARTY / SECOND PART;



For SRG INFINITY DEVELOPERS LLP

Partner

Partner

WHEREAS Mr. Manish Yadav and Mr. Sandeep Gupta are the present designated partners of the LLP namely **M/s. SRG INFINITY DEVELOPERS LLP** which was registered through Supplementary Agreement on 10<sup>th</sup> September, 2022 with Registrar of Companies Vide Registration No. AAC-6543.

The capital contribution be in below mention ratio:

First Part – Mr. Manish Yadav	Rs. 1, 50, 000 (Rs. One Lac Fifty Thousand Only)
Second Part – Mr. Sandeep Gupta	Rs. 1, 50, 000 (Rs. One Lac Fifty Thousand Only)

AND WHEREAS THE First and Second part have decided to change the Registered office of the LLP from as given in clause 3 of this agreement.

**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS AND THIS SUPPLEMENT AGREEMENT WITNESSETH AS UNDER:**

1. The Limited Liability Partnership shall be carried on in the name and style of M/s SRG Infinity Developers LLP and hereinafter called as the LLP.
2. The LLP as constituted under this deed shall be deemed to have commenced on the 01<sup>st</sup> September, 2014 (Date).
3. The LLP currently has its registered office at 23K, Motilal Basak Lane, Kankurgachi S.O. Kolkata, West Bengal 700054 IN and /or at such other place or places at times and from time to time, as may be mutually agreed upon by the majority of the partners from time to time solely by passing a Partner's Resolution.

However it is proposed to change the registered office from 23K, Motilal Basak Lane, Kankurgachi S.O. Kolkata, West Bengal 700054 to 12, Swarnakarpara Road, Kotalia, Sonarpur, West Bengal 700146.

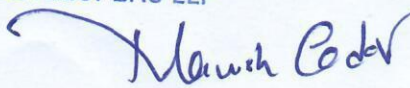
4. The Contribution of the **M/s SRG Infinity Developers LLP** shall be Rs 3,00,000 (Rupees Three Lakh only) which shall be contributed by the partners in the following proportions

First Part – Mr. Manish Yadav	50% i.e. Rs. 1,50,000 (Rs. One Lac Fifty Thousand Only)
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For SRG INFINITY DEVELOPERS LLP

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Partner

  
Partner

Second Part – Mr. Sandeep Gupta

50% i.e. Rs. 1,50,000 (Rs. One Lac Fifty Thousand Only)

5. The further Contribution if any required by the M/s SRG Infinity Developers LLP shall be brought by the incoming partners in their profit-sharing ratio.

6. The business of the LLP shall be as follow:

To purchase any land, plot(s) of land or immovable property or any right or interest therein; to develop and construct thereon residential, commercial, offices units for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building (s); to trade sell or carry on all activities of Real Estate as per prevailing rules and regulations of RERA as enacted by law.

7. That the immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances. Purchase and Sale of immovable properties shall be made under joint signatures of two designated partners or as per resolution passed by the designated partners from time to time.

8. For the purpose of the business, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, NBFC or any other person at the rate of interest with the consent of the Designated Partners. The Borrowing may be by way of secured (whether movable or immovable) or unsecured, and the security may be created by the LLP whenever required.

9. [i] The LLP shall pay remuneration to the working partners as may be mutually decided by and between the partners. However, the remuneration to be paid to the partner shall not exceed the limits, for the relevant assessment year, under section 40 (b) (v), or any other applicable provision(s) of the Income-tax Act, 1961.

[ii] In case aggregate amount of salaries/remuneration payable to the working partners as per Clause 9(i) above exceeds the maximum limit/amount computed under sub-clause (v) of clause (b) of section 40 of the Income Tax Act, 1961 (or any statutory amendments / modifications therein or substitutions thereof from time to time), the total salaries/ remuneration payable to the working partners shall be restricted to the maximum limits so prescribed at relevant times and accordingly the salary/remuneration for the year payable to the individual working partner shall be reduced proportionately, being in the proportion of amount of their respective salary/remuneration as per clause 9(i) above.

[iii] The Salaries/ Remuneration credited/paid to the working partners shall be a charge against the profits/gains of the firm and accordingly the same will be the expenses of the Firm and will be debited to the profit & loss Account of the firm for arriving at profits/losses for the year and for computing taxable incomes/losses.

For SRG INFINITY DEVELOPERS LLP

3

Partner

Partner

[iv] The parties to this deed shall be entitled to revise/change the above proportion between them, to increase or reduce the above remuneration or to revise the mode of calculating the above said remuneration as may be mutually agreed to by and between the partners from time to time and reduced to writing.

[v] The remuneration payable to the above said working partners shall be credited to their respective account and the partners may draw the above remuneration 'on amount' basis during the year at times and from time to time.

[vi] For abundant clarity, it is hereby provided that nothing herein contained shall preclude any of the said partners from withdrawing any amount from the LLP against the amount standing to the capital and/or current or loan account or his share of profit for the relevant accounting year in such manner as may be decided by partners by mutual consent.

[vii] It is also provided that all the partners of the firm as they mutually decided will get simple interest @ 12% (twelve per cent) per annum or at such higher or lower rate as may be prescribed under section 40 (b) (iv) of the Income Tax Act, 1961 from time to time or in any other applicable provisions as may be enforced in the Income Tax Act, 1961 or any other Statute for the assessment of the partnership firm for the relevant accounting period; computed on pro rata basis on the balance of Capital account of the partners invested/ contributed in the firm and/or on any loans given by the partners to the firm and/or on the credit balance of current account of the partners in the firm, which shall be paid to the partners or credited to their respective accounts with the firms.

[viii] The Partners may, however, decide at times and from time to time by mutual consent as not to pay any interest to the partners of the firm during any accounting year or years or to pay interest at any lower rate than the rate prescribed in above clause. For the sake of clarity, it is provided that as and when such reduction in rate of interest is decided by the partners, the same shall be uniformly applicable to all the partners and not in discrimination to any particular partner or partners.

[ix] Interest paid to the partners/ credited to their accounts with the LLP firm shall be considered as expenses of the LLP firm and shall be debited to the Profit and Loss Account of the firm before arriving at the profit /loss for the year and for computing taxable incomes/losses.

[x] Interest to the person other than the partners may be paid or credited to their respective account(s) at the rate or rates as may be mutually agreed to by and between the partners and such person from time to time.

10. That the net profit & loss of the LLP as arrived at after consolidating the results of all the business among the partners will be apportioned as under:-

To the said Mr. MANISH YADAV	50%
To the said Mr. Sandeep Gupta	50%

11. The banker of the partnership shall be such bank or banks as the partners may from time to time unanimously agreed upon.

12. The business of the LLP will presently comprise as described in the clause number 6 of this agreement. The partners may, by mutual written consent, expand, enlarge, vary, substitute, change, diversify the scope and area of activities of this partnership firm to engage in any other activities, segments, industries and area whatsoever as may be deemed fit and appropriate by them at times and from time to time and as may be permitted as per the law of the country.

#### Admission of New Partner

13. The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
14. The Contribution of the partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring minimum contribution as agreed amongst the partners and as specified in relevant forms filed with LLP Registrar.
15. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards LLP.

#### Rights of Partners

16. 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.
17. Each partner has a right to have access to and to inspect and copy any books of the LLP.
18. 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 not use the name of the LLP to carry on the said business.
19. LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.
20. 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.

21. 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 firm and in that event, the purchase of contribution of the deceased partner in LLP firm by the surviving partners shall be in the proportion of their profits sharing ratio immediately before such event unless the partners unanimously decide and agree for any other or ratio.

### Duties of Partners

22. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
23. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
24. Each partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the LLP.
25. Each partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
26. In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he can transfer the same with the consent of all the other Partners.

27. No Partner shall without the written consent of all other Partners:-

– Engage or, except for gross misconduct of any employee, dismiss or terminate any employee of 'the LLP firm.

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

– Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.

– Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein.

For SRG INFINITY DEVELOPERS LLP

  
Partner

  
Partner

- Engage in any business in such a manner which may be detrimental to business of the limited liability partnership.
- 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 with the LLP by the partner incurring the same.
- 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.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.

### Meetings

28. The meeting of designated partners may be called by giving 7 days' notice. In case if any urgent meeting is called the notice requirement is to be rectified / waived by all the Partners. The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address or in case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be rectified/ waived by all the Partners.
29. The matter discussed in the LLP meeting shall be decided by a resolution passed by all the designated partners,
30. 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 as may be agreed upon.
31. Limited liability partnership firm shall ensure that decisions taken by it are recorded in the minutes within 5 days of taking such decisions and are kept and maintained at the registered office of the LLP.

32. 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.

### Duties of Designated Partner

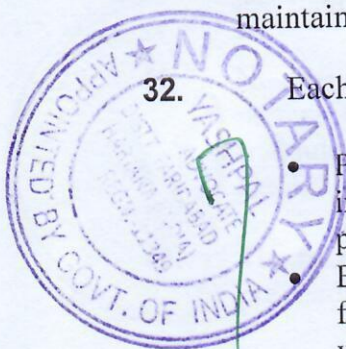
33. First Part (Mr. Manish Yadav), Third Part (Mr. Sandeep Gupta) shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

For SRG INFINITY DEVELOPERS LLP

7

  
Partner

  
Partner



34. 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. The Designated Partners shall be responsible for doing all acts arising out of this agreement.
35. The Designated partners shall also be responsible for all acts related to business affairs of the LLP including statutory compliance of regulatory bodies relevant to the business of LLP.
36. The Designated Partners shall control and manage the business affairs of the LLP and shall indemnify the Non-working Partners/ Non Designated partners for any breach of compliances of any nature whatsoever.
37. The Designated Partners shall be responsible for doing of all acts arising out of this agreement.
38. For the sake of clarity, it is hereby provided that no additional or any other supplementary remuneration will be given to any of the Designated Partners for rendering of their services as designated partners; except the remuneration as provided in clause 9 above.
39. The LLP firm 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 firm, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

#### **Cessation of Existing Partners**

40. Partner may cease to be partner of the LLP firm by giving a notice in writing of not less than 30 days to the other partners of his intention to resign as partner.
41. 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 firm with fraudulent purpose/intention. A partner may be expelled following the principles of natural justice only after giving due notice and reasonable opportunity of being heard.
42. The LLP firm can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

#### **Extent of Liability**

43. LLP is not 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 LLP firm in doing a particular act;  
and

For SRG INFINITY DEVELOPERS LLP



II. The person knows that he has no authority or does not know or believe him to be a partner of the **M/s SRG Infinity Developers LLP**.

### Miscellaneous Provisions

44. 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.

45. The books of accounts of the firm shall be kept at the registered office or such other admin office of the LLP as decided by all the partners of the LLP for the reference of all the partners.

46. 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.

47. It is expressly agreed that the payments from bank accounts of the LLP shall be operated under the joint signatures of both the Designated Partners. The Signatories in existing bank accounts of the LLP, if any, shall also be changed, with immediate effect, so that payment from these accounts are also operated under the joint signatures of both Mr. Manish Yadav and Mr. Sandeep Gupta.

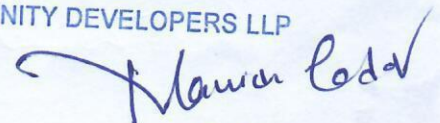
48. It is expressly agreed that all the regular banking operations like issue of Bank statements, cheque books, Balance confirmation letters, Bank Guarantee etc. shall be done jointly by the Designated Partners of the LLP.

49. The amount given as unsecured loan by outgoing partners to the LLP till the date of this agreement shall be treated as unsecured loan in the books of accounts of the LLP and interest shall not be provided on such unsecured loan. So, this unsecured loan shall be treated as Interest Free unsecured loan.

50. The ex-partners and outgoing partner have given unsecured loan to the LLP on which accrued interest is as follow as per books of account:-

SRG Infinity Developers LLP							
S.No.	Partners	Inward	Outward	Net Unsecured Loan Outstanding	Interest Accrued	TDS Paid	Net Interest
1	Raheja Reality	2,96,05,000	(3,14,50,000)	(18,45,000)	40,52,180	(4,05,218)	36,46,962
2	Raheja Sapphire	3,92,91,500	(13,50,000)	3,79,41,500	65,83,896	(6,58,390)	59,25,506
<b>TOTAL RAHEJA GROUP</b>				<b>3,60,96,500</b>			<b>95,72,468</b>





3	Athena Buildcon	1,84,10,000	-	1,84,10,000	39,70,214	(3,97,021)	35,73,193
4	D Gayen	36,50,000	(7,25,000)	29,25,000	-	-	-
<b>GRAND TOTAL</b>				<b>5,74,31,500</b>			<b>1,31,45,661</b>

The above accrued interest of Rs. 1,31,45,661/- will be written off both in the books of SRG Infinity Developers LLP as well as in the books of the respective partners.

The unsecured Loan of Rs. 5,74,31,500/- given by ex – partners will be returned back to them without any interest from 30% of the Net Sales Realization collection of every month in their respective percentage of outstanding loan.

The outgoing partners will not be liable for the acts, operations of the project, firm or any other act of the incoming partners post signing of this agreement.

The partners shall endeavor to complete the project within 3 years from the date of first sale in the project or 3.5 years from the date of signing of this agreement whichever is earlier.

**Mr. Sandeep Gupta (Third Part)** having DIN-00032619, S/o Sh. Motilal Gupta R/o E-42, G.K. Part-II, New Delhi will be one of the two signatories for banking operations of the LLP. He shall remain as the authorized signatory and Designated Partner of the LLP and overall incharge until the complete payment of unsecured loan to the outgoing partners is made as per above clauses.

51. The LLP has taken unsecured loan from others as follows:

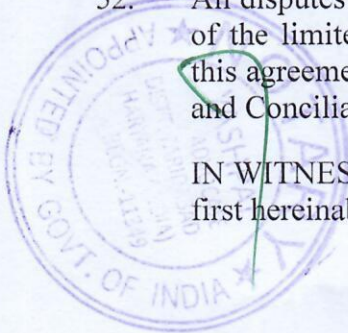
Name of Lender	Principal Unsecured Loan (Amt. in Rs.)
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i. SRS Corporation	:	2,00,000/-
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This unsecured loan of Rs. 2,00,000/- shall be paid back to the lenders along with simple interest at the rate of 15% percent per annum from the date of this Supplementary Agreement.

52. All disputes between the partners or between the Partner and the LLP firm 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 (26 of 1996).

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



WITNESS:

For SRG INFINITY DEVELOPERS LLP

*[Handwritten Signature]*

Partner

Partner

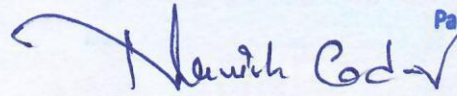
**FOR SRG Infinity Developers LLP**

Lovely



MOB:- 8368995088  
Add :- 2E/111 B.P.  
NIT Faridabad  
Haryana.

For SRG INFINITY DEVELOPERS LLP



Partner

FIRST PART: Mr. Manish Yadav  
Designated Partner

For SRG INFINITY DEVELOPERS LLP



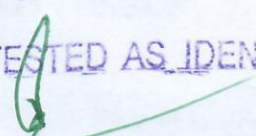
Partner

SECOND PART: Mr. Sandeep Gupta  
Designated Partner



13 0 NOV 2023

ATTESTED AS IDENTIFIED



Notary Faridabad (Haryana)

I know the Deponent and He/She  
Signed Pnt. His/Her Thumb  
Impression in my Presence