



**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

Registrar, Kolkata  
Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, 700020, India

**FORM 16**

**[Refer Section 12(1)(b) of the LLP Act, 2008]**

**CERTIFICATE OF INCORPORATION**

LLP Identification Number: AAF-9524

It is hereby certified that GRAND BAZAAR DEVELOPERS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given at West Bengal this Sixteenth day of March Two thousand sixteen.



Registrar, Kolkata

Note: The corresponding form has been approved by DIP NARAYAN CHOWDHURY, DEPUTY REGISTRAR OF COMPANIES and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

Mailing Address as per record available in Registrar office:  
GRAND BAZAAR DEVELOPERS LLP  
72, BENTINCK STREET, FORMERLY KNOWN AS P-16, BENTINCK STREET,  
KOLKATA, Kolkata,  
West Bengal, 700001, India.

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

GRAND BAZAAR DEVELOPERS LLP



16/03/2016  
Permanent Account Number

AAPFG4653G

08042016

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 906352

## LLP AGREEMENT

(GRAND BAZAAR DEVELOPERS LLP)

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

AMG

*Amayang*  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.

*Handwritten Signature*  
Partner/Director

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) L.L.D.

SLD

*Handwritten Signature*  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

*Ashish Garg*  
Partner/Director



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 453384

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP is made at KOLKATA on this  
4th day of April, 2016.

**BETWEEN**

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.  
AWA *[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt Ltd.  
*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) ...  
gl *[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vindyak Projects Pvt Ltd  
*[Signature]*  
Partner/Director

I. **TIRUMALA VINAYAK PROJECTS PRIVATE LIMITED** (having PAN AAECT3217B), a company incorporated under the Companies Act, 1956 having its registered office at 8 KHAIRU PLACE, ROOM NO.2, 4<sup>TH</sup> FLOOR, KOLKATA- 700072, WEST BENGAL, represented by its Directors, MR. ASHISH GARG son of MR. LAKSHMI CHAND AGARWAL (hereinafter referred to as "AG" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **FIRST PART**

AND

II. **SOLIDWOOD CONSTRUCTIONS PRIVATE LIMITED** (having PAN AANCS7922B), a company incorporated under the Companies Act, 1956 having its registered office at 8 KHAIRU PLACE, ROOM NO.2, 4<sup>TH</sup> FLOOR, KOLKATA- 700072, WEST BENGAL, represented by its Director, MR. SAKET GARG son of MR. LAKSHMI CHAND AGARWAL (hereinafter referred to as "SG" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **SECOND PART**

AND

III. **TIRUMALA INFRASTRUCTURE AND DEVELOPMENT PRIVATE LIMITED** (having PAN AADCT0979M), a company incorporated under the Companies Act, 1956 having its registered office at 8 KHAIRU PLACE, ROOM NO.2, 4<sup>TH</sup> FLOOR, KOLKATA- 700072, WEST BENGAL, represented by its Director, MR. AMAN GARG son of MR. RAMPRASAD AGARWAL (hereinafter referred to as "AMG" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **THIRD PART**.

AND

IV. **JRG DEVELOPERS PRIVATE LIMITED** (having PAN AABCK7393J), a company incorporated under the Companies Act, 1956 having its registered office at GUPTA NIWAS, CUTTACK ROAD, KHURDA BHUBANESWAR -751006, ODISHA, represented by its Director, MR. VINEET MOHAN GUPTA son of MR. BHAGATRAM GUPTA (hereinafter referred to as "VMG" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **FOURTH PART**.

(THE FIRST to FOURTH PARTS SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS and individually as PARTNER)

WHEREAS THE FIRST to FOURTH PARTS are interested in forming a Limited Liability Partnership ("LLP") under the Limited Liability Partnership Act 2008 and they have got the same registered on 16<sup>th</sup> Day of March, 2016 with LLP IN: AAF-9524 and now that they intend to write down the terms and conditions of the said formation and

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

I. **NAME OF LLP:**

The Business of the LLP shall be carried on in the name and style of GRAND BAZAAR DEVELOPERS LLP and the name of the LLP may be changed with consent of all the existing Designated Partners for the time being.

For Grand Bazaar Developer LLP  
JRG Developer Private Ltd  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Private Ltd  
Partner/Director

For Grand Bazaar Developer LLP  
Solidwood Constructions (P) Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Private Ltd

Ashish Garg  
Partner/Director

**2. PLACE OF BUSINESS AND REGISTERED OFFICE:**

- a) The LLP business shall be carried at 72, Bentick Street, Formerly Known as AS P-16, Bentick Street, Kolkata, West Bengal as the principal place of business and/ or at such other place or places as the partners shall from time to time agree upon.
- b) The LLP shall have its registered office at the principal place of business and / or at such other place, as may be agreed upon by all the partners from time to time. It shall be the duty of the Designated Partners to intimate the registrar in event of change of Registered Office's Address of the LLP.
- c) With consent of all Designated Partners, the LLP may declare any other address as its administrative office for service of documents.

**3. BUSINESS OF LLP:**

To acquire by lease, exchange, ownership, purchase, hire, rent or otherwise acquire, deal in construct, let out, furnish and carry on all or any of the function of proprietors of dwelling houses, lands and buildings, apartments, flats and immovable property of any kind or undertake, maintain, remodel, build, erect, demolish, repair, alter, pull down, re-erect or do any work, furnish any building or building scheme, or other works which the company may think appropriate in the capacity of stewards or receiver or otherwise or to act as contractors for any person, local or other bodies or in association and collaboration with government authorities; and to sell, let on hire, rent, lease, give on hire purchase or outright sale basis or otherwise on such terms and conditions as the company may think fit and to transact the general business of a land and property agent, builders, contractors, architects, planners, developers, decorators, furnish and maintain buildings, works and sanitary conveniences of all kinds.

To undertake or direct the construction and management in laying out roads, drainage pipes, sewers, water pipes, electrical installations and other conveniences in any building project, apartments, complexes, colonies, multiplexes, hotels, resorts, clubs, shopping malls, spa, apartments, markets, schools, colleges, technical institutes, medical, engineering and information technology education centres and hostels, hospitals, restaurants, health, places of worship, garages, libraries, reading rooms, dairy farms and to set apart land for flower gardens and recreation grounds, amusement parks, recreation centres and otherwise to improve any land or any part thereof, part of any building and to provide consultancy services and to transact on commission or otherwise and or any other business in whatsoever manner as may be decided by the majority of the existing Partners of LLP as on the date of the decision.

**4. TERM OF LLP:**

The LLP commenced its business on the date of this agreement i.e. from 4<sup>th</sup> Day of March, 2016, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement with the consent of all the Partners for the time being of the LLP.

**5. DESIGNATED PARTNERS:**

- a) The representatives of the First Party & Fourth Party shall act as the Designated Partners of the LLP in terms and requirements of the Limited Liability Partnership Act, 2008.

For Grand Bazaar Developer LLP

JRG Developer Pvt Ltd

Partner/Director

For Grand Bazaar Developer LLP

Teerath Infrastructures & Development Pvt Ltd

Partner/Director

For Grand Bazaar Developer LLP

Schollywood Contractions (P) Ltd.

Partner/Director

For Grand Bazaar Developer LLP

Teerath Infrastructures & Development Pvt Ltd

Ashish Garg  
Partner

- b) The Designated Partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement or as per supplementary agreements made thereof. The management of the LLP shall be carried on jointly by the Designated Partners agreed upon mutually amongst them by themselves and they shall be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 in terms of sections 7, 8 and 9 of the Limited Liability Partnership Act, 2008.
- c) The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give its prior consent to act as Partner of the LLP and shall be bound by all the provisions of this agreement or the supplementary agreements made from time to time, applicable to the other existing partners.
- The Contribution of the partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring the requisite contribution as mutually decided by all the designated partners from time to time.
- The Profit sharing ratio of the incoming partner will be in proportion to its contribution towards LLP or as may be mutually agreed upon.
- The Designated Partner(s) may on its unanimous decision delegate its power(s) to any one or more Designated Partner or any top-ranking officer or officers of the LLP as it may consider fit or necessary in the management of the affairs of the LLP from time to time or at any time and may similarly withdraw the same.
- d) The maximum number of Designated Partners appointed for the LLP shall be such as may be mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the LLP unanimously at any time and /or from time to time agreed upon.

**6. LLP CAPITAL AND PARTNERS CONTRIBUTION:**

- a) The total Initial Capital Contribution of M/s. Grand Bazaar Developers LLP shall be Rs. 50,00,000/- (Rupees Fifty Lacs Only) which shall be credited to the capital accounts of the partners as under mentioned:-

FIRST PART	Rs. 500,000/-	Rupees Five Lacs Only
SECOND PART	Rs. 1750,000/-	Rupees Seventeen Lacs Fifty Thousand Only
THIRD PART	Rs. 500,000/-	Rupees Five Lacs Only
FOURTH PART	Rs. 2,250,000/-	Rupees Twenty Two Lacs Fifty Thousand Only
<b>TOTAL</b>	<b>Rs. 5,000,000/-</b>	

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development  
*Ashish Garg*  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development  
JRG Developer Pvt. Ltd.  
*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt. Ltd.  
*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) Ltd.  
*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt. Ltd.  
*Ashish Garg*  
Partner/Director

Further Capital for the business of LLP shall be contributed by the Parties from time to time as may be required either in cash or tangible or intangible or moveable or immoveable property or in any other form as may be mutually decided by the Parties.

- b) Such increase in contribution shall be done by amending the LLP Agreement to this effect with the approval of all partners and necessary compliance with all the requirements under the Act and Rules.

7. **INTEREST ON CAPITAL OR CURRENT ACCOUNT:**

Interest at the rate of 12 (Twelve) per cent per annum or such lower rate as may be mutually decided by the partners hereto on the Fixed capital balance contributed or Capital Account debited or credited, as given by each of the partners and standing to credit/debit shall be credited/debited in the respective accounts.

8. **PROFITS & LOSSES AND PARTNERS' INCOME ACCOUNT:**

Profits or losses, after charging of interest to designated partners of the LLP business in each financial year shall be divided between the partners and shall be shared in the following proportions:

<u>PARTNERS</u>	<u>SHARE OF PROFIT</u>
FIRST PART -	10.00%
SECOND PART -	35.00%
THIRD PARTY -	10.00%
FOURTH PARTY -	45.00%
TOTAL	100.00%

9. **PARTNER'S DRAWINGS:**

Each Partner may draw out of the LLP funds as drawings from the credit balance of its income account as may be mutually decided by the designated partners from time to time, subject to such drawings to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each financial year, and the same shall be duly adjusted to the actual amount due to or from the Partnership by refunds or further drawings, as the case may be as required.

10. **BOOKS OF ACCOUNTS:**

- a) All funds of the LLP business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by cheques signed jointly or severally as mutually decided by Designated Partners and resolution given to the bank.
- b) All necessary books of account and other papers relating to the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act, 2008 shall be ensured by the designated partner(s) for the time being to be kept at the principal place of business of the LLP or at any other place or places as mutually agreed upon by all the Partners, and regularly maintained on accrual basis and according to double entry system of accounting with all the books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of accounts shall not be moved from the designated place of business without the consent of all the Partners.

For Grand Bazaar Developer LLP  
Siddhant Chhabra (P) Ltd.  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt. Ltd.  
Partner/Director

For Grand Bazaar Developer LLP  
Tiwari Infrastructure & Development Pvt. Ltd.  
Adnan Singh  
Partner/Director

For Grand Bazaar Developer LLP  
Tiwari Infrastructure & Development Pvt. Ltd.  
Ashish Singh  
Partner/Director



Each Partner shall have access and shall be entitled for taking a copy or an extract of any books of accounts or related papers of the LLP or folio thereof during the official working hours on any working day.

11. AUDIT:

- a) The Statement of Accounts and a Statement of Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34 (3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the Said Rules in every respect.
- b) For the purpose of clause 11 (a) above the auditor shall be appointed & or removed by the consent of all the Partners / Designated Partners.

12. ANNUAL STATEMENTS OF ACCOUNTS AND SOLVENCY:

The Designated Partners of the LLP shall, within a period of six months or such other time as may be allowed under the law for the time being in force, from the end of each financial year, prepare the Annual Statements of Accounts and a Statement of Solvency for the Financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by the Designated Partners of the LLP as required under section 34(2) of the Act.

Pursuant to sub-section-3 of Section-34, the Designated Partner shall file the Statement of Account and Statement of Solvency in Form-8 with the Registrar, within a period of thirty days from the end of six months of the financial year to which the Statement of Account and Statement of Solvency relates.

13. MANAGEMENT OF THE LLP:

a) In deciding all the matters as listed below, a 75% majority vote of the Partners present at a meeting of Partners, duly called and held, will be required, except in case of expulsion of any partner and change of business which shall require a unanimous decision of all the Partners, excluding the Partner to be expelled, every Partner shall have vote in proportion to their fixed capital contribution to the LLP's Fixed capital. The decisions so taken shall be recorded in the minutes within ten days of the general meetings and the same must be kept at the registered office of the LLP. The matter, which requires 75% majority vote, shall be as follows:

- any alteration to this LLP Agreement;
- appointment of Designated Partners;
- raising further capital.
- acceptance of Annual Accounts and a Statement of Solvency and the Auditor's Report thereon;
- assignment and transfer of partnership rights, by the Partners in any way;

For Grand Bazaar Developer LLP  
Solidwood Constructions (P) Ltd.  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.  
Partner/Director

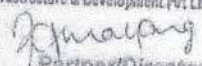
For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.  
Partner/Director

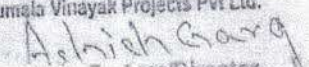
For Grand Bazaar Developer  
Tirumala Vinyasa Projects Pvt.Ltd.  
Partner/Director

- expulsion of any Partner;
  - any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
  - change of business;
  - any sale or 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; and
  - winding up and dissolution of the LLP.
- b) Every Partner appointed as a Designated Partner by a majority of the Partners as stated above shall be entitled to take part in the management of the LLP.
- c) Any matter or issue relating to the LLP shall be decided by a majority in number of the Designated Partners which shall, in every case, include the Partners being the original Parties hereto so long as they continue as the Designated Partners of the LLP.
- d) Banking arrangements for the LLP shall be unanimously decided by the Designated Partners at any time or/and from time to time, ensuring that all moneys received subject to requirements of current expenses, by way of cheques, drafts or other pay orders shall be promptly paid into the LLP's banking account.
- e) Each Partner shall render true accounts and full information of all matters affecting the LLP to the Designated Partner(s) and on request to any Partner or its legal representative.
- f) All the decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in Para 13 (a) above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The provisions as are applicable to calling, holding and conducting/adjourning etc., of general meetings and Board meetings and keeping of minutes of such meetings of pure private companies limited by shares under the Companies Act, 2013, shall apply respectively to the said two kinds of meetings, excluding the special resolutions, requisitioned resolutions, special notices, special business and explanatory statements, requisitioned meetings and default meetings and the related jurisdiction as well as powers of the Court/Tribunal/Central Government conferred under the said Act. Every such meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by a majority of Designated Partners in any exigency.

For Grand Bazaar Developer  
 JRG Developer Pvt. Ltd.  
 Partner/Director

For Grand Bazaar Developer LLP  
 JRG Developer Pvt. Ltd.  
  
 Partner/Director

For Grand Bazaar Developer LLP  
 Tirumala Infrastructure & Development Pvt. Ltd.  
  
 Partner/Director

For Grand Bazaar Developer LLP  
 Tirumala Vinayak Projects Pvt. Ltd.  
  
 Partner/Director

- g) A resolution circulated in writing and signed by a majority of the Partners and/ or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

14. ACTS FORBIDDEN:

Without the consent given in writing by the other Partners, no Partner while it is a Partner of the LLP, at the moment, shall-

- Do any act that may conflict its interest with the interest of the LLP or any of its other Partners;
- Take any apprentice or hire or dismiss (except in cases of gross misconduct) any servant or agent of the LLP;
- Lend any money or deliver upon credit any of the goods, of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
- Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pleading the properties of the LLP;
- Draw or accept or endorse unauthorized any bill of exchange or promissory note on LLP's account;
- Remit the whole or part of any debt due to the LLP;
- Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;
- Commit to buy or buy any immovable property for the LLP;
- Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
- Share business secrets of the LLP with outsiders;
- Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain unaccountable to the LLP;
- Submit a dispute relating to the LLP's business to arbitration;
- Open a banking account on behalf of the LLP in its own name;
- Commit to comprise or relinquish any claim in whole or in part of the LLP;
- Withdraw or File a suit filed on behalf of the LLP, without taking consent of all the Partners or Designated Partners;
- Admit any liability in a suit or proceeding against the LLP;
- Enter into any partnership, joint venture; float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

For Grand Bazaar Developer LLP  
Solidwood Constructions (P) Ltd.

*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
and Developer Pvt.Ltd.

*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt.Ltd.

*[Signature]*  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt.Ltd.

*[Signature]*  
Partner/Director

15. TRANSFER OR ASSIGNMENT OF SHARE CAPITAL CONTRIBUTED BY PARTNERS:

- a) No Partner shall without the consent in writing of all the Partners transfer, assign or mortgage its share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.
- b) On the transfer of a Partner's interest in the LLP as set out in 16(a) above, section 42(2) and 42(3) of the LLP Act, shall become applicable to the transferor Partner and the transferee, respectively.

16. 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 its prior consent to act as Partner of the LLP.
- b) The Contribution of the partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring minimum contribution as mutually decided by the Designated Partners.
- c) The Profit sharing ratio of the incoming partner will be as agreed by the existing partners in writing / in proportion to the capital contributed by the incoming partner.

17. VOLUNTARY RETIREMENT OF PARTNER:

If any partner has voluntarily retired, a statement of account shall be taken and made out of its share of the capital and its effects on the LLP and of all unpaid interest and profits due to it up to the time of its retirement be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between its capital account and income account transactions and transfers made till the date of its retirement and balances arrived at as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which its retirement occurs until the date on which the event takes place.

18. REPRESENTATIVE OF DECEASED OR RETIRED PARTNER:

The partners shall be entitled to nominate any of his/her its legal heir to join the LLP as partner in its place on its retirement, so that nominated person shall become the partner immediately on its retirement of the concerned partner with all the rights, duties and responsibilities of the retiring/deceased partner so that the LLP continues without a break. The profit / loss on such change in constitution shall be determined, derived and dealt with as described herein in these terms and conditions of LLP.

19. EXPULSION OF PARTNER:

This provision of this Agreement shall operate as an express agreement of the Partners; a Partner may not be expelled by a unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing be served on that Partner or Designated Partner giving 7(seven) days time for its response; and in that event the Partner expelled shall be entitled to the benefits of a retiring Partner and be liable to the same obligations applicable to a retiring Partner in accordance with the provisions of this Agreement in that behalf.

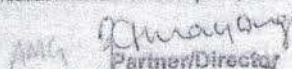
For Grand Bazaar Developer LLP  
Sudhakar Contractors (P) Ltd.

  
Partner/Director

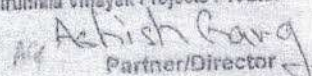
For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt.Ltd.

  
Partner/Director

20. CESSATION OF EXISTING PARTNERS:

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 its intention to resign from partnership. And on expiry of such period of notice the share of profit / loss shall be determined as stated herein and the balance standing to its debit / credit shall be dealt with in the manner provided herein

21. CONTRACTING ON BEHALF OF THE LLP:

All contracts on behalf of the LLP whether by way of placement of orders for supplies to the LLP or otherwise shall be carried out only by the Designated Partners in the manner as mutually agreed upon amongst them at any time and from time to time.

22. 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 take a copy or any extract of any books of the LLP.
- c) 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 they do not use the name of the LLP in any form whatsoever.

23. DUTIES OF PARTNERS:

- a) Every partner shall account to the limited liability partnership for any benefit derived by it without the consent of the LLP from any transaction concerning the limited liability partnership, or from any use by it of the property, name or any business in connection to the limited liability partnership.
- b) Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused to it by its fraud in the conduct of the business of the limited liability partnership.
- c) Each partner shall render true accounts and full information of all the things affecting the LLP to any Designated Partner.
- d) In case any of the Partners of the LLP desires to transfer or assign its interest or shares in the LLP, it has to offer the same to the remaining partners by giving 30 days prior notice. In the absence of any communication by the remaining partners, the concerned partner can transfer or assign its share in the market.

24. PERPETUAL SUCCESSION:

LLP shall have perpetual succession. Retirement or insolvency of any partner shall not dissolve the LLP.

25. COMMON SEAL:

The LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partner.

26. WINDING UP:

The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

For Grand Bazaar Developer  
Siddhant Constructions Pvt. Ltd.  
Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt. Ltd.  
Partner/ Director

For Grand Bazaar Developer LLP  
Tandrasushil & Associates Pvt. Ltd.  
Partner/ Director

For Grand Bazaar Developer LLP  
Truntala Vinayak Projects Pvt. Ltd.  
Ashish Gang  
Director

27. ARBITRATION:

- a) All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing, failing that all disputes and questions about and in connection with the LLP under this agreement arising amongst the Partners or between any one of them and the legal representative of the other or others or between the legal representatives of the Partners or with the LLP at any time and from time to time, shall be settled by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.
- b) If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final and binding on all concerned.

A. NOTICE:

- a) To the LLP- Any notice by the Partners to the LLP may be given by addressing to the LLP and mailing/ delivering it at the registered office of the LLP.
- b) To a Partner-Any notice to a Partner shall have been sufficiently given by the LLP or by sending the same by registered post to his/her usual or last known address.

B. ALTERATION OR AMENDMENT:

No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced in writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by itself or its legal representative(s), as on the relevant date of alteration, amendment or change.

C. ENTIRE AGREEMENT, SEVERABILITY & WAIVER:

- a) The foregoing constitutes entire agreement between the Parties hereto on the subject-matter.
- b) If any part of this agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part hereof with nothing to affect the rest of this Agreement.

c) A failure or a waiver of exercise of any power or benefits under this agreement by a Partner or a Designated Partner or their legal representatives shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

D. INDEMNITY

Every Designated Partner, Manager, Auditor or officers of the LLP or any person (whether an officer of the LLP or not) employed by the LLP shall be indemnified out of the funds of the LLP against any liability incurred by it as such Designated Partner, Manager, Auditor or Employee in defending any proceedings, whether civil or criminal in which judgment is given in its favour or in which it is acquitted or in which relief is granted to it by the Court.

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Tribhuvan Infrastructure & Development Pvt Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

Partner/Director

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

Signed and delivered by

WITNESSES:

1. Name: Greetanjali Sahoo  
Address: 105, Ganganagar, BBSR  
Signature: Greetanjali Sahoo
2. Name: Sundia Bethi  
Address: VA-206, Tankapani road  
Signature: S. Bethi

FOR AND ON BEHALF OF DEVELOPER LLP  
GRAND BAZAAR DEVELOPERS LLP.

Ashish Garg  
FIRST PARTY Partner/Director  
For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.

[Signature]  
SECOND PARTY Partner/Director  
For Grand Bazaar Developer LLP  
Trumala Infrastructure & Development Pvt.Ltd.

AMG  
THIRD PARTY Partner/Director  
For Grand Bazaar Developer LLP  
Softwood Constructions (P) Ltd.

[Signature]  
FOURTH PARTY Partner/Director

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

20AA 290780

SUPPLEMENTARY LIMITED LIABILITY  
PARTNERSHIP AGREEMENT

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) ...

Contd....P/2  
Partner/Director

[Signature]



**THIS SUPPLEMENTARY DEED OF LLP MADE ON  
THE 18TH DAY OF JUNE, 2016**

**BETWEEN**

1. **TIRUMALA VINAYAK PROJECTS PRIVATE LIMITED** (having PAN AAECT3217B), a company incorporated under the Companies Act, 1956 having its registered office at 8 KHAIRU PLACE, ROOM NO.2, 4<sup>TH</sup> FLOOR, KOLKATA- 700072, WEST BENGAL, represented by its Directors, MR. ASHISH GARG son of MR. LAKSHMI CHAND AGARWAL (hereinafter referred to as "**Existing Partner**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **FIRST PART.**

**AND**

2. **SOLIDWOOD CONSTRUCTIONS PRIVATE LIMITED** (having PAN AANCS7922B), a company incorporated under the Companies Act, 1956 having its registered office at 8 KHAIRU PLACE, ROOM NO.2, 4<sup>TH</sup> FLOOR, KOLKATA- 700072, WEST BENGAL, represented by its Director, MR. SAKET GARG son of MR. LAKSHMI CHAND AGARWAL (hereinafter referred to as "**Existing Partner**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **SECOND PART.**

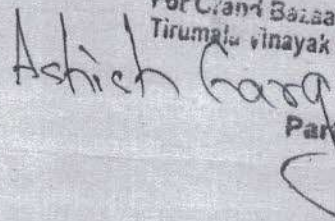
**AND**

3. **TIRUMALA INFRASTRUCTURE AND DEVELOPMENT PRIVATE LIMITED** (having PAN AADCT0979M), a company incorporated under the Companies Act, 1956 having its registered office at 8 KHAIRU PLACE, ROOM NO.2, 4<sup>TH</sup> FLOOR, KOLKATA- 700072, WEST BENGAL, represented by its Director, MR. AMAN GARG son of MR. RAMPRASAD AGARWAL (hereinafter referred to as "**Existing Partner**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **THIRD PART.**

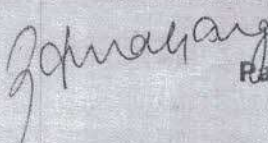
For Grand Bazaar Developer LLP  
Solidwood Contractions (P), Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt Ltd.

  
Partner/Director

AND

4. **JRG DEVELOPERS PRIVATE LIMITED** (having PAN AABCK7393J), a company incorporated under the Companies Act, 1956 having its registered office at GUPTA NIWAS, CUTTACK ROAD, KHURDA BHUBANESWAR -751006, ODISHA, represented by its Director, MR. VINEET MOHAN GUPTA son of MR. BHAGATRAM GUPTA (hereinafter referred to as "**Existing Partner**") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and/or office and/or assigns) of the **FOURTH PART**.

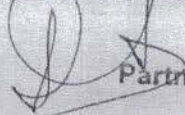
**WHEREAS** THE FIRST to FOURTH PARTS had formed a Limited Liability Partnership ("**LLP**") under the Limited Liability Partnership Act 2008 and had got the same registered on 16<sup>th</sup> Day of March, 2016 with LLP IN: AAF-9524 with the object to carry on business of real estate, residential and commercial building construction, development, promotion, sale/purchase of plot etc. in partnership amongst themselves under the trade name & style of "**M/S. GRAND BAZAAR DEVELOPERS LLP**", under the duly executed Limited Liability Partnership Agreement dated 4<sup>th</sup> Day Of April, 2016.

**WHEREAS** the parties hereto have decided to substitute clauses no 6 and 7 with reference to Limited Liability Partnership Agreement dated 4<sup>th</sup> Day of April, 2016.

**WHEREAS** in order to avoid future differences, doubts and dispute the parties hereto have mutually agreed to supplement the earlier Limited Liability Partnership Agreement dated 4<sup>th</sup> Day of April, 2016 with effect from 18<sup>th</sup> Day of June, 2016

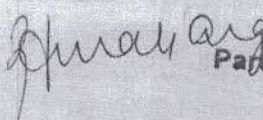
**NOW THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESS AS FOLLOWS** that the following clauses shall be substituted, i.e, clause no 6 and clause no 7. These clauses shall be deemed to have inserted in the above referred Limited Liability Partnership Agreement from the date of execution of this Supplementary Limited Liability Partnership Agreement.

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) Ltd.



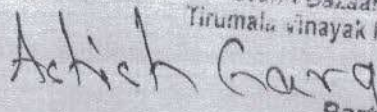
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.



Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.



Partner/Director

For Grand Bazaar Developer LLP  
JRG Developers Pvt Ltd.



Partner/Director

**Clause No 6 : INTEREST ON CAPITAL**

Interest at the following rates or such rate/s as may be mutually settled by the partners from time to time in accordance with the rates prescribed u/s 40(b) of the Income Tax Act, 1961 and may be enforce in the relevant financial year shall be credited or payable or paid to the partners on the amount standing to the credit of their capital account. Such interest shall be calculated and credited/paid to the partners at the end of the accounting year or at such earlier date/s as may be mutually settled by the partners. The fact of credit/payment of interest as recorded in the books of accounts of the firm shall be deemed to be the mutual consent of the partners.

First Party	12%
Second Party	9%
Third Party	NIL
Fourth Party	12%

**Clause No 7 : CONTRIBUTION OF CAPITAL**

**AND WHEREAS** the aforesaid parties entered into an agreement between themselves on 30<sup>th</sup> September, 2015 for construction of a commercial complex, Grand Bazaar, on part of the total plot of land as described under Schedule A to D.

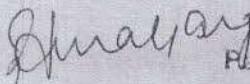
**AND WHEREAS** as per the Terms & Conditions of the said agreement, the FIRST PARTY was referred to as the lead co-owner hereto amongst the co-owners.

**AND WHEREAS** the lead co-owner applied for and received sanction of building plan for the construction of the said commercial complex from Cuttack Development Authority, Odisha vide Building Permit No, PLN-BDP-1597/13 dated 20.08.2015.

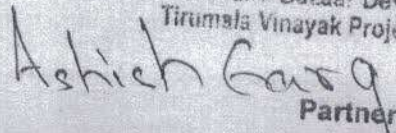
**AND WHEREAS** the aforesaid co-owners through the lead co-owner undertook the construction of commercial complex, Grand Bazaar.

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) Ltd.  
  
Partner/Director

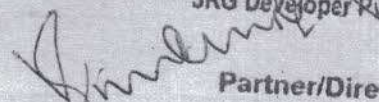
For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

  
Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt Ltd.

  
Partner/Director

**AND WHEREAS** the co-owners have now decided to continue with the construction of the said commercial complex, 'Grand Bazaar' or such other construction from time to time as may be mutually decided amongst the partners hereto, in Grand Bazaar Developers LLP.

**AND WHEREAS** the co-owners as per Schedule A to D here-in-under introduce their respective plots of land aggregating to 25.006 acres as their capital investment in the LLP. The value of the plot, including all expenses relating to such plots, is determined collectively to be Rs. 54,35,47,624/- (Rupees Fifty Four Crore Thirty Five Lacs Forty Seven Thousand Six Hundred & Twenty Four Rupees Only).

**AND WHEREAS** the aforesaid parties have also invested their contribution in the expenses on construction of commercial complex named as 'Grand Bazaar' on the aforesaid plot of land through the lead co-owner.

**AND WHEREAS** the parties hereto mutually agreed to introduce their investments and the liabilities in respect to construction of commercial complex, Grand Bazaar on the aforesaid plot of land through lead co-owner to Grand Bazaar Developers LLP for credit/debit to their respective capital accounts, the amount of which has been determined from the accounts prepared by the aforesaid co-owners.

**AND WHEREAS** the aforesaid parties have decided to increase the total capital contribution in the LLP from Rs. 50,00,000/- ( Rupees Fifty Lacs only ) to Rs. 73,35,47,624/- ( Rupees Seventy Three Crore Thirty Five Lacs Forty Seven Thousand Six Hundred & Twenty Four Rupees only ) in the form and manner as described here-in-under -

PARTY	Land (Amt in Rs.)	Investment (Amt in Rs.)	Total (Amt in Rs.)
FIRST PART	4,20,41,232/- (Described under Schedule A)	13,00,00,000/-	Rs.17,20,41,232/-
SECOND PART	20,53,87,140/- (Described under Schedule B)	2,00,00,000/-	Rs. 22,53,87,140/-
THIRD PART	2,59,83,682/- (Described under Schedule C)	2,00,00,000/-	Rs. 4,59,83,682/-
FOURTH PART	27,01,35,570/- (Described under Schedule D)	2,00,00,000/-	Rs. 29,01,35,570/-
TOTAL	Rs. 54,35,47,624/-	Rs. 19,00,00,000/-	Rs. 73,35,47,624/-

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

Partner/Director

For Grand Bazaar Developer LLP  
JRG Developer Pvt Ltd.

Partner/Director

**AND WHEREAS** the aforesaid parties hereby undertake to execute such deed/documents as may be required for affecting the sale/transfer/lease/letting out the commercial units/flats in such forms/ways as may be found convenient for the business of the LLP and do hereby nominate Sri Ashish Garg and Sri Vineet Mohan Gupta, directors of the parties of the first and fourth part as their representative to execute such deeds on their behalf.

**AND WHEREAS** in order to avoid future differences, doubts and disputes the parties hereto have mutually agreed to supplement the earlier Limited Liability Partnership Agreement dated 04.04.2016 with effect from 29.04.2016.

**SCHEDULE -A**

All that piece and parcel of land measuring 2.484 acres more or less situated in Mouza-Nauhat, Khata No's 498/434, 457, 498/365, 498/353, 498/352, 154, 498/659, Plot No's 945/2054, 933/2051, 933/2052, 933,1044,1048, 1043,938, 1021,1023,1024, 1058/2256, 1037/2257, Kissama - Gharabari.

**SCHEDULE -B**

All that piece and parcel of land measuring 8.781 acres more or less situated in Mouza-Nauhat, Khata No's 498/624, 496, 498/618, 498/487, 498/674, Plot No's 768/2215, 769/2217, 946/2216, 948/2218,947,934,939/2211,940,944,1042,1045,926,943,1022,1041, Kissama - Gharabari.

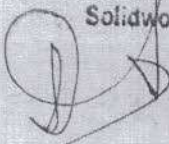
**SCHEDULE -C**

All that piece and parcel of land measuring 2.530 acres more or less situated in Mouza-Nauhat, Khata No's 498/619, 498/620, 498/622, 498/388, 498/75, 498/360, 498/362,498/355, 498/621, 498/623, 498/106, Plot No's 954/2212,1017,1018/2213, 1027/1536,1027,1026,1031,1032,1033,1034,1025/2214,937, Kissama - S.J - 2 , Gharabari.

**SCHEDULE -D**

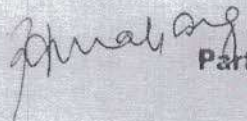
All that piece and parcel of land measuring 11.211 acres more or less situated in Mouza-Nauhat, Khata No's 498/654, 498/662, 498/661, 498/664, 498/663, 67, 498/363, 498/666,498/601, 498/609, 498/600, 498/491,498/673,498/671,492,406,498/684,PlotNo's 768/2253, 769/2254,946,948, 954/2261, 1018/2260, 1019, 1025/2262, 1040, 1035, 1036, 773/2194, 932, 927, 930, 939/2196, 775/2195, 945, 931/2192, 936/2193, 928/2095, 786/2094, 787/2093, 929, 935, 924/2265, 931, 936, 928, 786, Kissama - Gharabari.

For Grand Bazaar Developer LLP  
Solidwood Contractions (P) Ltd.



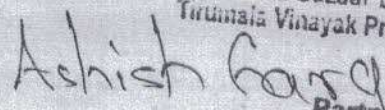
**Partner/Director**

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

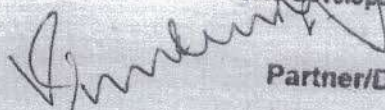


**Partner/Director**

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.



**Partner/Director**  
For Grand Bazaar Developer LLP  
JRG Developer Pvt.Ltd.



**Partner/Director**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS THIS DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

WITNESSES :

1. Sunita Sethi  
VR-208, Tankupar Road.  
Bhubaneswar.
2. Bansal  
(ATUL BANSAL)  
UTKAL HEIGHTS  
D21 Sakal  
BSR

For Grand Bazaar Developer LLP  
Tirumala Vinayak Projects Pvt Ltd.

Achish Garg  
Partner/Director  
FIRST PARTY

For Grand Bazaar Developer LLP  
Solidwood Contractions (P...)

[Signature]  
Partner/Director  
SECOND PARTY

For Grand Bazaar Developer LLP  
Tirumala Infrastructure & Development Pvt Ltd.

[Signature]  
Partner/Director  
THIRD PARTY

For Grand Bazaar Developer LLP  
JRG Developer Pvt Ltd.

[Signature]  
Partner/Director  
FOURTH PARTY