



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

FORM 16

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

CERTIFICATE OF INCORPORATION

LLP Identification Number:



The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
TRINITY GREEN ESTATES LLP
AT- SWOSTI NIWAS, FLAT NO-N-3, 3RD FLOOR, PLOT NO-, 306/1803/3387, P.O- PATIA, P.S-
CHANDRAS EKHARPUR,
BHUBANESWAR, Khordha,
Orissa, 751024, India.



LIMITED LIABILITY PARTNERSHIP AGREEMENT
(As per Section 23 of the Limited Liability Partnership Act, 2008)

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at Bhubaneswar on this 28th day of August, 2017

BETWEEN

I, Harsh Wardhan Kandoi, S/o Pawan Kumar Kandoi aged about 30 years, residing At- Kandoi Niwas, Canal Road, Chhatra Bazar, P.O- College Square, P.S- Malgodown, Dist- Cuttack-753003, Odisha, hereinafter referred to as Partner which expression shall always mean and include his heirs, successors, assignees, and successors-in-interest

.....PARTY OF THE FIRST PART

AND

I, Naval Mahajan, S/o Desh Bandhu Gupta aged about 30 years, residing at- Gupta's Ashiyana, Near Health Care Nursing Home, Mahatab Road, A.D. Market, Dist-Cuttack-753012, Odisha, hereinafter referred to as Partner which expression shall always mean and include his heirs, successors, assignees, and successors-in-interest

.....PARTY OF THE SECOND PART

AND

I, Prateek Gupta, S/o Prabudha Darshan Gupta aged about 31 years, residing at- Plot No- B 4/5/6, D N New Town 738/1364, Chandaka, Nandankanan Road, Near Orchid Apartments, P.O. Sundarpur, Bhubaneswar, Dist- Khurda- 752021, Odisha, hereinafter referred to as Partner which expression shall always mean and include his heirs, successors, assignees, and successors-in-interest

.....PARTY OF THE THIRD PART



Rajlaxmi Patti
Rajlaxmi Patti
Notary, Cuttack
Regd. No.-26/2008

HarshKandoi

Naval Mahajan

Prateek Gupta



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WHEREAS the abovementioned PARTIES have mutually agreed to carry on the business of builders, developers and contractors of urban, semi urban and rural immovable properties, real estate agents, purchase and sale of landed properties whether with or without constructions, leasing of properties and other ancillary business more particularly described in Schedule I annexed herewith.

INTERPRETATION

In this Agreement unless the context otherwise requires:-

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession service and occupation.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designate Partner" means any partner designated as such.

"LLP" means the limited liability partnership formed pursuant to this LLP Agreement.



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Prateek Singh



"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

"Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement.

"She" includes "he" or vice versa.

WITNESSES the mutual agreement of the Parties hereto as follows:

THAT THEY ALL shall become Partners who shall be Designated Partners on incorporation of the LLP to carry on partnership business as a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 (LLP Act) with a view to sharing profit upon the following terms:

1. Name of LLP

A Limited Liability Partnership shall be carried on in the name and style of **Trinity Green Estates LLP** (hereinafter called as **TGE LLP**) or such other names as the partners shall from time to time unanimously agree upon.

2. Business

The Partnership business shall be to carry on the business of builders, developers and contractors of urban, semi urban and rural immovable properties, real estate agents, purchase and sale of landed properties whether with or without constructions, leasing of properties and other ancillary business more particularly described in Schedule I annexed herewith. Until and unless changes as mutually agreed upon by all the partners for the time being of the LLP.

3. Registered Office

The **TGE LLP** shall have its registered office At- Swosti Niwas, Flat No-N-3,3rd Floor, Plot- No-306/1803/3387, P.O- Patia, P.S- Chandrashekarpur, Bhubaneswar, Dist- Khurda - 751024, Odisha or at such other place or places as shall be agreed to by the majority of the Partners from time to time.

4. Initial Contribution of the LLP by Partners

The initial contribution towards the partners' capital of **TGE LLP** shall be Rs. 1,00,00,000/- (Rupees One Crore Only) which shall be contributed by the partners in the following proportions:

First Party	-	Rs. 40,00,000/- (Rupees Forty Lacs Only) i.e. 40%
Second Party	-	Rs. 40,00,000/- (Rupees Forty Lacs Only) i.e. 40%
Third Party	-	Rs. 20,00,000/- (Rupees Twenty Lacs Only) i.e. 20%

Further contribution, if any required by **TGE LLP** shall be brought by the partners in their profit sharing ratio or as may be decided from time to time.



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Prateek Gupta



However the contribution as mentioned above shall be infused in the business from time to time as per the requirement.

5. Profit Sharing Ratio

The Partners of the **TGE LLP** are entitled to share profit and losses in the ratio as follows:

First Party	-	40%
Second Party	-	40%
Third Party	-	20%

However the profit sharing ratio can be changed on the mutual consent of all the partners and shall be purely on the basis of the percentage of Investment. In case of any change is done in the profit sharing ratio, the amendment has to done by executing a Supplemental Partnership Deed.

6. Commencement

The Limited Liability Partnership shall commence on the date of registration of the **TGE LLP**, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, as amended until termination of this agreement by consent of all the Partners for the time being of the **TGE LLP**.

7. Designated Partners

- i. Each of the partners of **TGE LLP** may appoint, from time to time, authorized representatives or any one or more partners to be designated partners of **TGE LLP**, such that the minimum number of Designated Partners does not, at any time, falls below two as the Designated Partners of the **TGE LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.
- ii. The maximum number of Designated Partners appointed for the **TGE LLP** shall be as decided by the Partners unanimously at any time and from time to time not exceeding ten.
- iii. Mr. Harsh Wardhan Kandoi (DIN: 02266075), Mr. Naval Mahajan (DIN: 02670125) and Mr. Prateek Gupta (DIN: 07907198) shall act as Designated Partners to the LLP, unless a resolution contrary to this has been passed by the Partners of the **TGE LLP**.

8. Interest on Capital or Loan

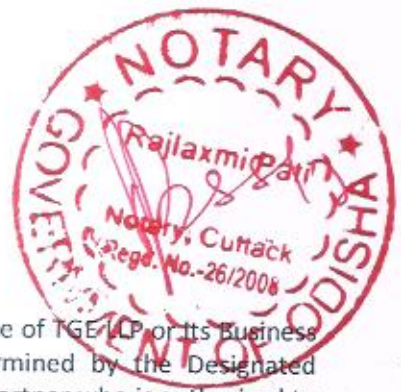
Interest at the rate of 12 per cent per annum on the capital contributed or loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month / year for the previous month / year shall be credited in the respective accounts of the partners. Drawings from the capital account other than interest and remuneration shall be on the basis of mutual consent of the partners according to the profit sharing ratio of the partners.



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9. Books of Accounts

(1) All funds of the Partnership business shall be deposited in its name of TGE LLP or its Business Divisions in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by cheques signed by any Partner who is authorized to do so as mutually decided between the Partners to the TGE LLP

(2) All necessary books of account and other papers relating 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 partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all 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 account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

10. Annual Statements of Accounts and Solvency

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and 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 each Partner in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

11. Audit

The Statements of Accounts and 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. However the statement of accounts and solvency of the LLP shall not required to be audited by a qualified Chartered Accountant if in any financial year the actual contribution does not exceed Rs. 25 Lacs and turnover Rs. 40 Lacs.

12. Remuneration to Partners

All the working partners will be paid salary of Rs. 10000/- per month. The payment of salary shall include bonus, commission and remuneration. However, the remuneration payable to all the working partners shall be limited to the amount as admissible under section 40(b) of the Income Tax Act; 1961. Such remuneration can be revised at any time with the mutual consent of all the partners. The partners are entitled to claim incidental expenses incurred for taking part in



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Nawal Mahajan

Ratnak Gupta



the conduct of the LLP's business and also monies spend on behalf of the partnership and also towards incorporation expenses of TGE LLP.

13. Death or voluntary retirement of Partner

If any Partner dies or voluntarily retires, a statement of account shall be taken and made out of his share of the capital and effects of the LLP and of all unpaid interest and profits due to him up to the time of his demise or retirement and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the date of death or retirement, as the case may be, and balances struck 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 his death or retirement occurs until the end of the calendar month in which the event takes place.

Harsh Kande

14. Goodwill

A valuation of the assets, effects and of the goodwill including the Partnership name shall be made at three times the average net yearly profits of the preceding five years or the commencement of the LLP, whichever is less, for the purpose to determine the amount due to such a Partner who has existed, and the payment shall be met by the Partners remaining with the LLP in proportion to their respective capital contribution on the date of his exist within six (6) calendar months from the date of exit, any delay beyond attracting interest at 12 (twelve) per cent per annum from the date of expiry of the said six months till the actual date of payment. On such a payment being made the share of the Partner exited in the goodwill shall stand vested in the remaining Partners of the LLP.

Nawal Mahajan

15. Arbitration

(1) 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 between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or 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.

(2) 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.

16. 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 the First Schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change and duly notarized.

Prateek Gupta





17. Admission of New Partner

No person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the TGE LLP. Consequent to admission of a new partner, LLP Agreement shall be suitably modified with the consent of all the partners.

18. Rights and Duties of Partner

- a. All partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the same proportion of their Contribution.
- b. Every Partner has a right to have access to and to inspect and copy any books of the TGE LLP, whether maintained in electronic or physical form.
- c. Each of the parties hereto shall be entitled to carry on the 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 TGE LLP shall have no objection thereto provided that the said partner has intimated the said fact to the TGE LLP before the start of the independent business and moreover the Partners shall not use the name of the TGE LLP to carry on the said business.
- d. Every partner shall account to the TGE LLP for any benefit derived by him without the consent of the TGE LLP from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the TGE LLP.
- e. Every partner shall indemnify the TGE LLP and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the TGE LLP.
- f. Each partner shall render true accounts and full information of all things affecting the TGE LLP to any partner or his legal representatives.
- g. In case any of the Partners of the TGE LLP desires to transfer or assign his interest or shares in the TGE LLP he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
- h. No partner shall without the written consent of the TGE LLP,--
 - i. Employ any money, goods or effects of the TGE LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the TGE LLP.
 - ii. Lend money or give credit on behalf of the TGE LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the TGE LLP by the partner incurring the same.
 - iii. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the TGE LLP property or any part thereof may be seized.
 - iv. Assign, mortgage or charge his or her share" in the TGE LLP or any asset or property thereof or make any other person a partner therein

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Notary, Cuttack
Regd. No.-26/2008

- v. Compromise or compound or (except upon payment in full) release or discharge any debt due to the TGE LLP except upon the written consent given by the other partner.

19. Rights and Duties of Designated Partners

- a. The Authorised representative of First Party and the Second Party shall act as the Designated Partner of the TGE LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
- b. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- c. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- d. The TGE LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
- e. The TGE LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the TGE LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

20. Meeting

- a. All the matters related to the TGE LLP as mentioned in schedule II to this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
- b. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the TGE LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
- c. The meeting of Partners shall ordinarily be held at the registered office of the TGE LLP or at any other place as per the convenience of partners.
- d. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing/Internet based text discussions

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Prateek Gupta



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Rajlaxmi Patti
Notary, Cuttack
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- e. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the TGE LLP.
- f. Each partner shall--
 - i. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the TGE LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - ii. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the TGE LLP business and they all shall be the working partners.

Harsh Khandelwal

21. Cessation of existing Partners

- a. Partner may cease to be partner of the TGE LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
- b. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of TGE LLP with fraudulent purpose.
- c. The TGE LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Naval Mahajan

22. Extent of Liability of TGE LLP

- 1. TGE 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 TGE 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 TGE LLP.

Prateek Gupta

23. Miscellaneous Provisions

- a. 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.
- b. The books of accounts of the firm shall be kept at the registered office of the TGE LLP for the reference of all the partners.



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Rajlaxmi Pati
Notary, Cuttack
Regd. No.-26/2008

- c. The accounting year of the TGE 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 TGE LLP till 31st March of the subsequent year.
- d. It is expressly agreed that the bank account of the TGE LLP shall be operated by any two partners as decided mutually between them.

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

Signed and delivered by the Partners of Trinity Green Estates LLP

Party of the First Part

Mr. Harsh Wardhan Kandoi (DIN: 02266075) residing at- Kandoi Niwas, Canal Road, Chhatra Bazar, P.O- College Square, P.S- Malgodown, Dist- Cuttack- 753003, Odisha

Harsh Kandoi
Harsh Kandoi

Party of the Second Part

Mr. Naval Mahajan (DIN: 02670125) residing at- Gupta's Ashiyana, Near Health Care Nursing Home, Mahatab Road, A.D. Market, Dist-Cuttack- 753012, Odisha

Party of the Third Part

Mr. Prateek Gupta (DIN: 07907198) residing at- Plot No- B 4/5/6, D N New Town 738/1364, Chandaka, Nandankanan Road, Near Orchid Apartments, P.O- Sundarpur, Bhubaneswar, Dist- Khurda- 752021, Odisha

Prateek Gupta

Name, Address & Signature of Witness No. 1:

Manoj Mishra
Post. Bazar, Azamgadh -
At - Azamgadh - Town - *Manoj Mishra*

Name, Address & Signature of Witness No. 2:

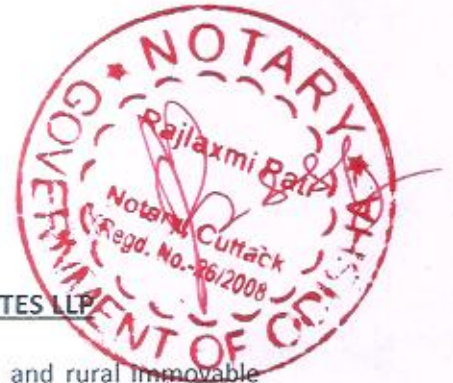
Ramesh chandra khuntia
AP. Palada, PO. Nemalo
PS. Nemalo, CTC *Ramesh chandra khuntia.*



SCHEDULE I

BUSINESS TO BE CARRIED ON BY TRINITY GREEN ESTATES LLP

To Carry on the business of builders, developers of urban, semi urban and rural immovable properties, real estate agents, lessee, lessors, purchase & sale of landed properties with or without construction, contractors, sub-contractors, engineers, surveyors, architects, designers, planners for the constructions of houses, buildings, multiplex, duplex, apartments, ownership flats both residential & commercial complexes, shopping malls, godown, sheds, factories, offices, shops, , hotels, resorts, restaurants, warehouses, roads, bridges, dam, earth works, erection, electrification, pole erection, structures, tanks, Road, bridges, railway tracks, airways, sewers, drainages, culverts, Factory sheds, Channel sewage, way of works, structural, iron & steel Works, Sanitary & Electrical works, supply of Manpower, labour and materials, tools, implements, machinery and all types of mechanical & civil works and to do all sorts of constructions & maintenance works for any person, company, local authorities, Private Sector, Central Government, state Government authorities including C.P.W.D., P.W.D., M.E.S., Road construction Development Department, Municipalities, District Board & any other Government, Semi Government or Public Sector Undertaking.



Harsh Kanda

Nawal Mahajan

Pradeep Gupta

