



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre

Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]
CERTIFICATION OF INCORPORATION

LLP Identification Number:

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar Office:





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K 434645

SI NO 55
Date 16/2020

SUPPLEMENTARY LLP AGREEMENT WITH REFERENCE TO INITIAL AGREEMENT

MADE ON FRIDAY, 20th OF SEPTEMBER, 2019

S.S GREEN INFRADEVELOPERS LLP

LLPIN-AAQ-3799

S.K. Saran
BARGAM & BHATTI
Dist: Bargarh (Odisha)
Regd. No: 1111
Exp. No: 29.06.2022

THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT ("SUPPLEMENTARY LLP AGREEMENT") is made and entered into as on Friday, 29th of May, 2020 between both partners whose name and address appear in Schedule 1 of this Agreement.

WITNESSETH

WHEREAS. The parties hereto desire to adopt a Limited Liability Partnership Agreement for existing venture (the "LLP") to more particularly provide for their respective rights, powers, duties and obligations as Partners and the management, operations and activities of the LLP.

WHEREAS, as soon as practicable following execution of this Agreement, incorporation Document for the LLP shall be filed with Registrar of Limited Liability Partnership.

NOW, THEREFORE, the partners by this Agreement set forth the Limited Liability Partnership Agreement (LLP Agreement) for the LLP under the Limited Liability Partnership Act 2008 (LLP Act 2008) upon the following terms and conditions

For S.S. Green Infradevelopers LLP

Anil Kumar Manjrawar
(Partner)

For S.S. Green Infradevelopers LLP

Rishi Agrawal
(Partner)



ଓଡ଼ିଶା ओडिशा ODISHA

K 434642

1. DEFINITIONS

1.1 In this Agreement and the schedules to it the following terms shall have the following meanings unless the context otherwise requires.

“Agreement” means this “Limited Liability Partnership Agreement or “LLP Agreement” as originally executed and as amended, modified or supplemented from time to time.

“Accounting Year”

The accounts of the LLP shall be maintained in accordance with Clause 10.

“Accountants” means who maintains the accounts as designated by the organization or such other nationally recognized public accountants of the LLP as may be selected from time to time by the LLP.

“The Act” means “the Limited Liability Partnership Act, 2008(6 of 2009)” or the “LLP Act, 2008”.

“Capital Contributions” means the contributions made by the partner in the LLP pursuant to clause 7 hereof and, in the case of all the partners, the aggregate of all such capital contributions”.

“Partner” means each party to this agreement shall be a partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the “Partners”). The names and addresses of the initial partners are set forth on schedule 1 hereto. Additional persons may be admitted as partners on the express terms and conditions expressly set forth herein.

“Partner’s Interest” means the ownership interest of a partner in the LLP, including a partner’s right to share in the LLP’s items of income, gain, loss, deduction, credits, and similar items, and the right

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal
(Partner)

For S.S. Green Infradevelopers LLP

Ruchi Agrawal
(Partner)

to receive distributions from the LLP, as well as a LLP's rights to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

2. TERM

The LLP Agreement shall come into effect from the date of incorporation of LLP by way of its registration with the registrar and shall continue until dissolve and liquidated in accordance with clauses 28 and 29.

3. INCORPORATION OF THE LLP

The incorporated shall be duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, is qualified to do business and has all requisite powers and authority, corporate or otherwise, to conduct its business as now being conducted, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

The partners shall complete and deliver such forms as may be required to the Registrar's office and pay all required fees to incorporate the LLP in accordance with the LLP Act, 2008. The LLP certificates of registration shall be kept at the Registrar office.

4. NATURE OF THE BUSINESS

The nature of the business to be conducted or promoted by the LLP is to engage in any lawful act or activity for which a LLP may be formed under the LLP Act. The LLP incorporate, To carry on the business and to acquire, Purchase, alter, or to take up land at suitable site and where in India and to construct house buildings, sheds, market complex, Factory shed, godown or warehouse, Duplex, flats, apartments for sale to the public or Government or corporate Bodes or individuals for Hotels, Motels, office, business house, lodging house purpose or purchasing plots of land, house and flats for the intending purchaser on such terms and conditions as will be deemed fit and conducive to the best interest of the company. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the partners to posses any purpose or power, or to do any act or thing forbidden by law to a LLP formed under the LLP Act, 2008.

5. LLP NAME

The business of the partnership shall be conducted under the name of "S.S GREEN INFRADEVELOPERS LLP". The Partners may change the name of the LLP at any time. Such change must be notified to the Registrar Office by the Designated Partners in accordance with the provision of the Act.

6. REGISTERED OFFICE

Initial business of the LLP shall be carried on at the registered office C/O- ANIL KUMAR AGARWAL, S/O- LATE SRI AGRAWAL, AT SHOP NO. L/1, GAJANAND COMPLEX, DIST- BARGARH OR 768028 IN and

For S.S. Green Infradevelopers LLP

Anil Kumar Agarwal

(Partner)

For S.S. Green Infradevelopers LLP

Lekhi Agrawal

(Partner)

or at such other place, as may be mutually agreed upon. Upon any change in the registered office address of the LLP, It shall be the duty of the designated partner of the LLP to notify it to the Registrar in the prescribed form.

7. PLACE OF BUSINESS/LLP PROPERTY

7.1 The LLP business shall be carried out at the Premises referred to in this Agreement, which shall remain the property of the LLP at all times. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relating to the Premises and any other premises acquired for the purpose of the LLP business shall be borne by the LLP.

7.2 The legal estate in all freehold or leasehold properties acquired for the purpose of the LLP shall be vested in the partners upon trust for sale, or in some of the partners as trustees for all the remaining partners. The net proceeds of the sale and the rents and profits until sale shall from part of the assets of the LLP. The trustees shall be indemnified by the LLP against the rent and other outgoings in respect of the properties and the costs and expenses of observing the covenants relating to them.

8. CAPITAL CONTRIBUTIONS

A single Capital Accounts Shall be maintained for each Partner. The capital of the LLP shall be **Rs 20,00,000/- (Twenty Lacs Only)**. Each partners contribution to, or capital withdrawal from, the partnership shall be credited, or debited, respectively, to that partner's capital account.

Except as otherwise specifically provided in this Agreement, the Capital Commitment of a Partner (i) shall represent the maximum aggregate amount of cash and property that such Partner shall be required to contribute to the capital of the LLP and (ii) without such Partner's consent, shall not be changed during the term of the LLP.

ANIL KUMAR AGRAWAL & RAKHI AGRAWAL HAVE CONTRIBUTED EQUALLY RS 10,00,000/- (TEN LAKHS) EACH OF THEM RESPECTIVELY.

8.1 Additional Contribution

The partners hereto have also agreed to subscribe additional capital in the ratio as agreed by all the partners whenever it is required to do so for the efficiency of the business. At the time of increase of the capital, the additional capital of the partner(s) may be adjusted against the increased capital.

8.2 Withdrawal or Reduction of Capital Contributions

Except as expressly provided in this agreement, no Partner shall have the right to withdraw from the LLP all or any part of its capital contribution.

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal
(Partner)

For S.S. Green Infradevelopers LLP

Rakhi Agrawal
(Partner)

A partner, irrespective of the nature of its capital contribution, shall only have to right to demand and receive cash in return for its capital contribution, unless the partners shall have unanimously agreed that such partner may receive a distribution in kind.

8.3 No Interest on Capital Contributions

No interest shall be payable on or with respect to the capital contributions or capital accounts of partners.

9 BANKING & BORROWING

All funds of the LLP shall be deposited in its name in such current account or accounts as shall be designated by the partners. All withdrawals are to be made upon cheques signed by the any one designated partner authorized by all the partners. The LLP can Borrow Funds for its business from Banks, Financial Institutions and private Parties.

10. ACCOUNTS

(a) The accounts of the LLP shall be maintained according to the financial year, from 1st April to 31st March and general account shall be taken of all the capital assets and liabilities to, the time being of the LLP as on 31st March in each year and balance sheet and profit and loss account shall be prepared by the Chartered Accountant to be agreed upon by the designated partners.

(b) The LLP shall maintain usual account and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the partners.

(c) The accounts of the LLP shall be approved by all the designated partners of LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of partners.

(d) Companies books and records of the LLP shall be maintained on accrual basis accurately reflecting the accounts, business and transactions of the LLP on a financial year basis and on accrual basis and according to the double entry system of accounting.

11. INSPECTION OF COMPANY RECORDS, ANNUAL AND OTHER REPORTS

11.1 RECORDS TO BE KEPT

The LLP shall keep at its registered office:

- (a) A current list of the full name and last known business, residence or mailing address of each partner and designated partner in alphabetical order;
- (b) Copies of this LLP agreement and all amendments hereto;
- (c) Copies of the LLP's income-tax returns and reports, if any, for the three most recent years; and

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Ravni Agrawal

(Partner)

(d) Copies of any financial statements of the LLP for the three most recent years.

11.2 INSPECTION OF LLP RECORDS

The accounting books and record, the record of partners shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for a purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

12. ANNUAL FILING

LLP shall prepare and file with the Registrar, a statement of account and solvency, within a period of six months from the end of each financial years and annual return with the Registrar within the stipulated time under the LLP Act and Rules for each financial year.

13. SHARING OF PROFITS AND LOSSES

The net profits of the business shall be divided between the partners in the proportion of the below ratio and they shall bear all losses including loss of capital in the same proportion.

The Net Profit or Loss shall be share as follows:-

Anil Kumar Agrawal - 50 % (1/2)

Rakhi Agrawal - 50% (1/2)

14. HOLIDAYS

Each partner shall be entitled to four weeks holiday in each year and all the partners shall make choice of the holiday alternatively.

15. MEETINGS

Periodic meetings shall be held as determined by the designated partners of LLP. Meeting of the partners for any specific purpose may be called at any time by any partner.

Notice of the time and place of meetings shall be delivered by the designated partner of the LLP. Meeting of the partners of the LLP either personally or by telephone to each partner, or sent by first-class mail or by electronic mail or facsimile transmission addressed to him or her at his or her address as it appears upon the records of the LLP.

Notice of a meeting of the partners shall be given at least seven (7) days prior to the holding of the meeting.

16. VOTING RIGHTS

For S.S. Green Infradevelopers LLP
Anil Kumar Agrawal
(Partner)

For S.S. Green Infradevelopers LLP
Rakhi Agrawal
(Partner)

(a) Except as may otherwise be provided by this LLP Agreement or the Act, the affirmative vote of a majority in interest on a matter shall constitute the act of the partners.

(b) The partners shall have the right to vote and act on the matters and affairs of the LLP as are expressly provided for herein or are required by the LLP Act, 2008 to be voted upon by the partners.

17. MANAGEMENT

17.1 POWER OF DESIGNATED PARTNERS

Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested on all partners, they shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto.

17.2 POWERS OF PARTNERS

The partners shall have equal rights in the management of the partnership business, and each partner shall devote his entire time to the conduct of the business.

Unless otherwise agreed, all specific decisions will be made on a majority basis by one partner one vote. However, following decisions shall be unanimously approved by all the partners:

- (i) Changing the nature and the principal place of the business;
- (ii) Admission of new partner or removal of existing partners;
- (iii) Opening of new bank account in the name of the LLP;
- (iv) Purchase of any fixed assets or incurring of any capital expenditure and disposal of substantial part of the business or undertaking;
- (v) Amendment to any of the clauses of this Agreement

18. OBLIGATIONS OF PARTNERS

Each partner shall:

- (1) Be just and faithful to other partners in the transactions relating to LLP business;
- (2) Diligently attend to the business of the LLP and devote his/her full time and attention thereto.
- (3) Pay his separate debts and indemnify the other partners and assets of the LLP against the same and all other proceedings, costs, claims or demands in respect thereof;
- (4) Give full information and truthful explanations of all matters relating to the affairs of the LLP to all the partners at all times;
- (5) Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Ravni Agrawal

(Partner)

(6) No partner shall without the consent of all other partners:-

- (i) engage in any other business directly or indirectly;
- (ii) Lend money or give credit of the goods of the LLP to whom the other partners have previously forbidden him to trust;
- (iii) Mortgage, charge or assign his share in the assets or profits of the LLP;
- (iv) Draw, accept or endorse any bill of exchange or promissory note on account of the LLP;
- (v) Engage, remove or dismiss any apprentice, employee of the LLP;
- (vi) Give any security or promise for the payment of money on account of the LLP except in the ordinary course of business.
- (vii) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the LLP property may be endangered.
- (viii) Compromise or compound or, release or, discharge any debt due to the LLP.

19. FORBIDDEN ACTS

No partner shall;

- (1) Have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the partnership purpose.
- (2) Use the LLP name, credit, or property for other than LLP purpose;
- (3) Do any act detrimental to the interest of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

20. LIABILITY OF PARTNERS

The liability of the partners shall be limited as provided in the LLP Act, 2008 and as set forth in this LLP agreement. The LLP is a separate legal entity from the present live of its owners. Liability for repayment of debts and law suits incurred by LLP lies on it and not on the owner.

21. CHANGE IN PARTNERS

21.1 ADMISSION OF NEW PARTNER

A new partner may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the person to be introduced as a partner, in the LLP.

21.2 VOLUNTARY WITHDRAWAL OF A PARTNER

Each partner covenants and agrees that he/she will not withdraw or resign from the LLP without the prior consent of the other partners (such consent not be unreasonably withheld or delayed).

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Rekha Agrawal

(Partner)

Written notice shall be deemed to be received as of the first meeting of the LLP at which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

On voluntary withdrawal a part or all of the value of his capital account in the LLP and the LLP shall continue as a taxable entity. The LLP shall pay the partner who is withdrawing a portion or all of the value of his capital account in the partnership in accordance with Article herein under of the LLP agreement. Upon the withdrawal of a partner from the LLP for any reason, such partner shall cease to have any further right to or interest in LLP.

21.3 DEATH OF PARTNER

On the death of any partner, the LLP shall not be dissolved, the surviving partners shall have the option to purchase the share of the deceased partner, in the business and the property valued as per the Article herein under. The partner, purchasing the share of the deceased partner shall also enter in to a covenant to indemnify the person representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership and the surviving partner shall have the right to appoint any legal heir of the deceased partner.

21.4 TERMS OF PAYMENT/ PURCHASE OF SHARE

Price of the share of deceased/withdrawing partner shall be the amount at which such share shall stand in the last balance sheet, which shall have been prepared prior to death of the deceased/date of withdrawal.

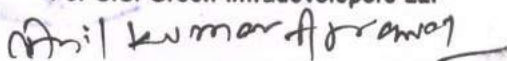
21.5 EXPULSION OF PARTNER AND TERMINATION OF HIS PARTNERSHIP

If any partner shall assign, charge or encumber his share in the LLP without the consent of other partners or shall become bankrupt or a lunatic or otherwise permanently incapable of attending to the partnership business or shall absent himself from the partnership business for more than 30 (Thirty) days, in any period of the twelve months except during his annual holiday without the consent of the other partners or commit any breach of any of the provisions of this agreement or commits any criminal offence or do or suffer any act which would be a ground for the dissolution of the partnership by the Court/tribunal and in any such case it shall be lawful for the other partners by notice in writing to the offending or incapacitated partner or his trustee or official assignee to determine the partnership whereupon the partnership so far as concerns such partner shall determine and the other partner shall have the option to purchase his share and pay the purchase price to the offending partner or his trustee or official assignee in accordance with above Article.

If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partner shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding Article.

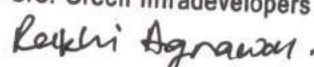
If a partner commits a breach, which justifies expulsion, the other partners do not have to give notice to expel the partner in default. They nonetheless have the right to do so.

For S.S. Green Infradevelopers LLP



(Partner)

For S.S. Green Infradevelopers LLP



(Partner)

22. RESTRICTIVE COVENANTS

Except as otherwise expressly provided in agreement:

- (i) Partner, officers, shall not engage or invest in , independently or with others, any business activity of any type or description, including those that might be the same as or similar to the LLP Business;
- (ii) Partner or its designated partner, manager and officers, shall not compete with the LLP in the conduct or winding up of the LLP's activities;
- (iii) Neither the LLP nor any partner of the LLP shall have any right in or to any such business activities or ventures or to receive or share in any income or proceeds derived there from; and
- (iv) To the extent required by applicable law in order to effectuate the purpose of this provision, the LLP shall have no interest or expectancy, and specifically renounces any interest or expectancy, in any such business activities or ventures.

23. SALARIES AND DRAWINGS

23.1 ENTITLEMENT OF SALARY OF DESIGNATED/WORKING PARTNER

The designated partners shall be entitled to draw monthly/ yearly salary/remuneration by way of payments of salary, bonus, commission or remuneration.

23.2 That, all the partners has agreed to work in the LLP as designated Partners and each shall be entitled to a remuneration which will be calculated at percentage of the income derived after payment of interest in the following manner.

First Party - 50%

Second Party - 50%

However the aforesaid payment of remuneration shall not be exceeding the following limit:-

If the Book Profit is negative Rs 1,00,000/-

In case of Book Profit is positive:-

On the First Rs 2.00 Lac of Book Profit: - Rs 1,00,000/-

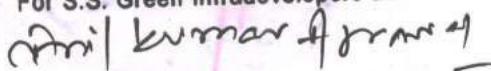
Or

90% of Book Profit whichever is more

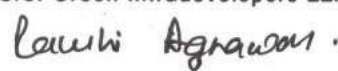
On Balance of the Book Profit - 60% of the Book Profit

23.3 However in case of loss No remuneration will be given

For S.S. Green Infradevelopers LLP


(Partner)

For S.S. Green Infradevelopers LLP


(Partner)

(Explanation for the purpose of aforesaid clause the Expression "Book Profit" shall mean the "Book Profit" as defined in section 40 (b) of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force.)

23.4 The remuneration payable to the above said designated partners shall be credited to their respective account at the close of the accounting period when final account of the partnership are made up and the amount of remuneration shall fall due to them as determined in the above manner.

23.5 The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may agree to revise the mode of calculating the above remuneration s may be agreed to by and between the partners from time to time.

23.6 That, the partners are entitled to such withdrawals for meeting their personal expenses as may be mutually agreed upon amongst themselves.

24. MEETING OF EXPENSES OF LLP

(a) All outgoings and expenses of the partnership and all losses or damages incurred interest payable for any loans received and taxes, etc. Shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the LLP business.

(b) All LLP moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the bank to the credit of the LLP's account, except such sums as are immediately required to meet the current expenses of the LLP.

(c) All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold in the name of the LLP. All the bills, vouchers, delivery notes, receipts, etc shall be issued in the name of the LLP.

25. TRANSFER/ASSIGNMENT OF RIGHTS

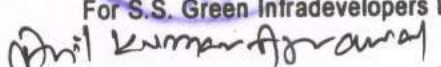
25.1 RESTRICTIONS ON TRANSFER

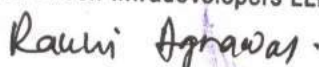
No partner may sell, assign, transfer or hypothecate("Transfer") all or any part of its partner's interest in the LLP, or any interest therein, except in accordance with the terms and conditions set forth in this article.

25.2 CONSENT NECESSARY TO TRANSFER

No partner may transfer all or any part of his interest or any interest therein, without the prior written approval of all of the other partners of the LLP.

25.3 CONDITIONS OF TRANSFER

For S.S. Green Infradevelopers LLP

(Partner)

For S.S. Green Infradevelopers LLP

(Partner)

In the event that the others partners have granted their approval to the proposed transfer, then the manager for and on behalf of the partners shall execute a written consent to such transfer. Upon receipt of such written consent, the transferring partner has a right to transfer to the proposed transferee the partnership interest as to which the approval has been obtained, subject to the following conditions:

(a) That such transfer is consummated within sixty (60) days from the date of such approval;

AND

(b) That such transfer is made strictly in accordance with the terms of the proposed transfer approved by the other partners of the LLP.

25.4 ADMISSION OF SUBSTITUTE PARTNER

In the event that approval of the transfer is obtained, then the transferee of the partner's partnership interest shall be entitled to be admitted to the LLP as a substitute partner, and this Agreement (and all exhibits hereto) shall be amended to reflect such admission, provided that the following conditions are complied with:

- (a) The transferor and transferee shall have executed and acknowledged such instruments as the LLP may deem necessary or desirable to effect the substitution;
- (b) The transferee acknowledges all of the terms and provisions of this Agreement as the same may have been amended and agrees in writing to be bound by the same;
- (c) The transferee reimburses the LLP for all reasonable expenses connected with such admission including, but not limited to, legal fees and costs;
- (d) The filing with the LLP of such proof of the investment intent and financial status of the transferee as the LLP's partners may request; and
- (e) The transfer complies with all applicable state laws.

25.5 EFFECT OF TRANSFER WITHOUT APPROVAL

Any purported transfer of all or any part of a partner's partnership interest, or any interest therein, which is not in compliance with this Article shall be void and, except as provided for in Article below, shall be of no effect.

25.6 LIABILITY FOR TRANSFER OF INTEREST WITHOUT CONSENT

Notwithstanding anything to the contrary in this Article, any partner purporting to transfer his Interest, or any part thereof, in violation of this Article shall be liable to the LLP and the other partners for all liabilities, obligations, damages, losses, costs and expenses (including reasonable attorney's fees and court costs) arising as a direct or consequential result of such non-complying transfer, attempted transfer or purported transfer, including specifically, any additional cost or taxes created by non-compliance with any of the requirements and conditions provided for in this Agreement.

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Ravi Agrawal

(Partner)

25.7 TRANSFER PERMITTED WITHOUT CONSENT

Notwithstanding anything to the contrary provided for herein, a partner may transfer all but not less than all of a partner's interest without approval to the surviving entity in an acquisition, merger, reorganisation or sale of substantially all the assets of the partner.

26. BREACH OF AGREEMENT

A material breach of this LLP agreement by a partner (the "Breaching Partner") which breach has not, after notice by the other partner ("Non-Breaching Partner) and reasonable opportunity for cure (the scope of such cure to be conclusively established by the binding arbitration provisions of this LLP agreement), been cured by such partner within the time provided for by the Arbitrator. If it is determined by the Arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted in the opinion of the Non-Breaching Partner, the Non-Breaching Partner has the right to request dissolution of the LLP pursuant to Article 28.

27. 1. DISSOLUTION

Upon a decision to dissolve the LLP by;

(1) A written consent of the partners holding at least (60%) of all the percentage interests of the LLP;

Or

(2) A decision by one partner to dissolve, the LLP shall be liquidated pursuant to Article 28.

27. 2. LEGISLATIVE DISSOLUTION

Notwithstanding anything contained in these presents, LLP shall be deemed to be terminated in the following cases:

- (1) Number of partners falls below two;
- (2) Partner's non-economic right is transferred to a third party without the approval of the existing partners.

28. EXTENT OF LIABILITY OF LLP

LLP is not bound by anything done by a designated partner in dealing with a person if:-

- (1) The designated partner in fact has no authority to act for the LLP in doing a particular act; and
- (2) The Person knows that he has no authority or does not know or believe him to be partner of the LLP.

The Limited Liability Partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him:-

- (1) In the Ordinary and proper conduct of the business of the Limited Liability partnership; or

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal
(Partner)

For S.S. Green Infradevelopers LLP

Kavli Agrawal
(Partner)

(2) In or about anything necessarily done for the preservation of the Business or property of the Limited Liability Partnership.

29. LIQUIDATION

(a) Upon the occurrence of an event of dissolution as defined in the LLP Act or in Article 27 of this Agreement, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The partner or designated partner with the consent of all the partners shall appoint a liquidator (who may, but need not, be a partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up and liquidation of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve as required by the LLP Act, 2008 and/or Rules thereof.

(b) During the course of liquidation, the partners shall continue to share profit and losses of LLP but there shall be no cash distribution to the partners until the distribution date as defined in article herein under.

(c) Liquidation shall continue until the LLP's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidator has determined that there can be a final accounting. The liquidator shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e. the time at which the LLP ceases to be going concern, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the partners as provided in Article hereof not later than the Distribution Date.

(d) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follow:

(1) First, to pay all expenses of liquidation and winding up;

(2) Second, to pay all debts, obligation and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the partners or on account of partner's contributions;

(3) Third, to pay all debts of the LLP owing to a partner; and

(4) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for ,which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the partners pursuant to Article herein under.

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Rakhi Agrawal

(Partner)

(5) subject to the provisions of the LLP Act, 2008 upon final liquidation of the LLP but not later than the Distribution Date, the net proceeds of liquidation remaining following the settling of accounts in accordance with Article hereof shall be distributed to the partners in proportion of their respective percentage interest.

30. NOTICES

Any notice to be given under this agreement shall be in writing and shall be deemed given when received and may be sent by mail, express courier or facsimile to:

- 1) **Anil Kumar Agrawal** resident at Mohanty Para Gazanand complex, Dist-Bargarh-768028, Odisha
- 2) **Rakhi Agrawal**, Flat No B 110/111, Gazanand Complex, Mohanty Para, Dist Bargarh-768028, Odisha

31. DEFAULTS AND REMEDIES

31.1 DEFAULTS

If a partner materially defaults in the performance of its obligations under the LLP agreement, and such default is not cured within Thirty (30) days after notice of such default is given by a partner to the defaulting partner for a default that can be cured by the payment of money, or within thirty (30) days after notice of such default is given by a partner to the defaulting partner for any other default, then the non-defaulting partners shall have the rights and remedies described in Article hereunder in respect of the default.

31.2 REMEDIES

If a partner fails to perform its obligations under this Agreement, any other partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

31.3 NO WAIVER

No consent or waiver, express or implied, by a partner to or of any breach or default by another partner in the performance by such other partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other partner. Failure by a partner to complain of any Act or omission to act by another partner, or to declare such other partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such partner of its rights under this Agreement.

32. INSURANCE

The partners shall from time to time purchase adequate, reasonable and customary personal, property and product liability insurance

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Rakhi Agrawal

(Partner)

32.1 INSURANCE AND OTHER FINANCIAL ARRANGEMENTS

(a) The LLP may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a designated partner, manager, officer or employee of the LLP for any liability asserted against him or her and liability and expenses incurred by him or her in his or her capacity as a partner, manager, officer or employee or arising out of his or her status as such, whether or not the LLP has the authority to indemnify him or her against such liability and expenses.

(b) The other financial arrangements made by the LLP may include:

(i) The creation of a trust fund;

(ii) The establishment of a program of self-insurance;

(iii) The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the LLP;

Or

(iv) The establishment of a letter of credit, guaranty or surety.

(c) No financial arrangement made pursuant to this Article may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

(d) In the absence of fraud:

(i) The decision of the LLP as to the propriety of the terms and condition of any insurance or other financial arrangement made pursuant to this Article 31 and the choice of the person to provide the insurance or other financial arrangement is conclusive; and

(ii) The insurance or other financial arrangement:

(a) Is not void or voidable; and

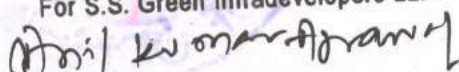
(b) Does not subject any Partner or Manager approving it to personal liability for his action,

Even if a partner or designated partner approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

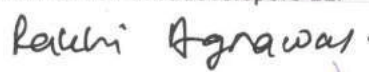
33. SEAL

The partners may adopt a seal of the LLP in such form as the partners may decide. The seal shall be affixed in presence of a least two designated partners on all such documents, where it is necessary.

For S.S. Green Infradevelopers LLP


(Partner)

For S.S. Green Infradevelopers LLP


(Partner)

34. LIMITATION OF LIABILITY/INDEMNIFICATION

34.1 LIMITED LIABILITY

Except as expressly provided herein, neither partner will be liable to the other partner or to the LLP with respect to any subject matter of this Agreement under any contract, negligence, strict liability and other legal or equitable theory for (i) any special, indirect, incidental, consequential or punitive damages or lost profits or (ii) cost of procurement of substitute goods and services.

34.2 INDEMNIFICATION BETWEEN THE PARTNERS

Neither partner shall indemnify the other partner or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("indemnities") for any loss, claim, damages, liability or action except to the extent resulting from its respective gross negligence or wilful wrong doing. This paragraph does not limit either partners other remedies available to it under the laws.

34.3 PROCEDURE

An indemnity that intends to claim indemnification under this Article 33 shall promptly notify the other partner (the "indemnifier") in writing of any loss, claim, damage, liability or action in respect of which the indemnities intends to claim such indemnification, and the indemnifier shall have the right to participate in, and, to the extent the inseminator so desires, to assume the defence thereof with counsel of its own choice.

34.4 LIMITATION OF INDEMNITY

The indemnify Clause in this Agreement shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is made without the consent of the Indemnifier, which consent shall not me withheld unreasonably. The failure to deliver written notice to the indemnifier within a reasonable time after the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such Indemnifier of any liability to the Indemnatee under this Article.

34.5 COOPERATION

At the Indemnifier's request, the indemnitee under this Article and its employees and agents, shall cooperate fully with the Indemnifier and its legal representative in the investigation and defence of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

34.6 PROCEEDING OTHER THAN BY LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the LLP, by reason of the fact that he is or was a Partner, officer, employee of the LLP, or is or was serving as a manager of

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal
(Partner)

For S.S. Green Infradevelopers LLP

Kaushi Agrawal
(Partner)

LLP against expenses, including attorneys' fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP, and, with respect to any criminal action, suit or proceeding had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in manner which he reasonable believed to be in or not opposed to the best interests of the LLP, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

34.7 PROCEEDING BY LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the LLP to procure a judgement in its favour by reason of the fact that he is or was a Partner, officer, employee of the LLP against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him connection with the defence or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable to the LLP or for amounts paid in settlement to the LLP, unless and only to the extent that court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper.

34.8 MANDATORY ADVANCEMENT OF EXPENSES

The expenses of partners, designated partner and officers incurred in defending civil or criminal action, suit or proceeding must be paid by the LLP as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the partner, designated partner or the officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the L.L.P. The provision of this Article do not affect any rights to advancement of expenses to which personnel of the LLP other than partners, designated partner or officers may be entitled under any contract or otherwise.

34.9 EFFECT AND CONTINUATION

The indemnification and advancement of expenses authorized in or ordered by a court pursuant to above Article, inclusive:

- (a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Agreement or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Rajni Agrawal

(Partner)

that indemnification, unless ordered by a court or for the advancement of expenses made pursuant to Article 34.7, may not be made to or on behalf of any partner, designated partner or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

- (b) Continues for a person who has ceased to be a partner, officer, employee or agent and ensures to the benefit of his heirs, executors and administrators.

34.10 NOTICE OF INDEMNIFICATION AND ADVANCEMENT

Any indemnification of, or advancement of expenses to a partner or officer in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP, shall be reported in writing to the partners.

35. ARBITRATION

All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter or between partner and LLP whatsoever touching the affairs of the LLP or the interpretation of this Agreement shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and conciliation Act,1996 or any statutory modification or re-enactment thereof for the time being in force.

The partners agree that the decisions shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counter-claims presented to the arbitrators. If a decision is not complied with by a partner, then any award or decision may be entered in a court of competent jurisdiction for a judicial recognition of the decision and an order of enforcement.

36. CONFIDENTIALITY

(a) Disclosure of a partner's confidential information to any of the officers, employees, consultants or third party shall be made only if and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to maximum extent possible consistent with such right and responsibilities and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by this Agreement.

(b) Each partner shall use at least the same standard of care, but no less than a reasonable standard of care for this industry, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Ravni Agrawal

(Partner)

unauthorized use of confidential information of another partner. Each partner shall promptly notify the other partner of any unauthorized use or disclosure of confidential information of another partner.

(c) Within 60 days following termination or expiration of this Agreement, each partner will return to the other partner, or destroy, upon the written request of the concerned partner, all confidential information disclosed to it by the concerned partner pursuant to this Agreement, including all copies and extracts of documents.

Any employee who shall have access to confidential information of another partner bound by agreements to maintain such information in confidence and not to use such information except as expressly permitted herein. Each partner agrees to enforce confidentiality obligations by which its employees and consultants are bound.

37. AMENDMENTS

Subject to any contrary provisions of the Act, this Agreement may be amended only by the affirmative vote of all the partners. Any such amendment shall be in writing, duly executed by all the partners.

38. REPEAL OR MODIFICATION

Any repeal or modification of this Article by the partners of the LLP shall not adversely affect any right of a partner, designated partner or officer of the LLP existing hereunder at the time of such repeal or modification.

39. ENFORCEABILITY OF AGREEMENT

The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not violate any provision of any law, rule, regulation, order, writ, judgement, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents. This Agreement is a legal, valid and binding obligation of it, enforceable against in accordance with its terms and conditions.

40. ENTIRE AGREEMENT

(a) This Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the partners as of the date of this Agreement relating to potential termination of this agreement, constitute the entire agreement between the partners with respect to the subject matter thereof, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal

(Partner)

For S.S. Green Infradevelopers LLP

Rishi Agrawal

(Partner)

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the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

(b) Nothing in this agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither partner can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the other partner.

41. GOVERNING LAW

This Agreement shall be governed by and construed under the substantive laws of the State of Odisha.

42. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

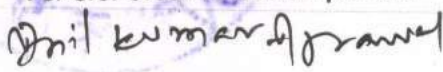
43. LIMITED LIABILITY PARTNERSHIP ACT PREVAILS

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act, 2008 shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency between such laws, the provisions of the Act shall prevail.

44. SEVERABILITY

If one or more provisions of this Agreement are held by a proper court to be Unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

For S.S. Green Infradevelopers LLP


(Partner)

For S.S. Green Infradevelopers LLP

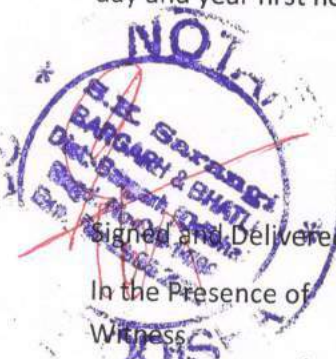

(Partner)

SCHEDULE- 1

LIST OF PARTNERS SUBSCRIBING THE LLP

SR NO.	NAME OF PARTNERS	AGE	ADDRESSES	SIGNATURE
01	ANIL KUMAR AGRAWAL	40yrs	S/o Gajanand Agrawal, resident at- Mohanty Para Gazanand complex, Dist-Bargarh- 768028, Odisha	Anil Kumar Agrawal
02	RAKHI AGRAWAL	35 yrs	Flat No B 110/111, Mohanty Para Gajanand complex, Dist-Bargarh-768028, Odisha	Rakhi Agrawal.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written



Signed and Delivered by the within named **ANIL KUMAR AGRAWAL**

In the Presence of **Dhyan Chand meher**
Witness

Dhyan Chand meher
S/o - Bihad meher
AT - Gumananta complex
Bargarh - 768028

For S.S. Green Infradevelopers LLP

Anil Kumar Agrawal
(Partner)

Signed and Delivered by the within named **RAKHI AGRAWAL**

In the Presence of **Deepak Verma.**
Witness

Deepak Verma
S/O - Ghanashyam Verma
AT - Bisi Pada, W.No. 007
Bargarh, 768028, Odisha.

For S.S. Green Infradevelopers LLP

Rakhi Agrawal.
(Partner)

Notarized by me
1/6/2020
Bargarh, Odisha