



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar, Cuttack
3rd Floor, CORPORATE BHAWAN PLOT NO. 9(P), Cuttack, Orissa, 753014, India

FORM 16
[Refer Section 12(1)(b) of the LLP Act, 2008]
CERTIFICATE OF INCORPORATION

LLP Identification Number: AAM-4555

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

Given at Orissa this Nineteenth day of April Two thousand eighteen.



Registrar, Cuttack

Note: The corresponding form has been approved by MANIYA ALPESH D., 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).

Mailing Address as per record available in Registrar office:
NBER DEVELOPERS LLP
FLAT NO-002, TYPE-B, GROUND FLOOR, MAHADEV TOWER, SAHID NAGAR,
BHUBANESWAR, Khordha,
Orissa, 751007, India.

25 MAY 2018

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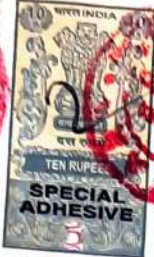
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भारत INDIA

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NOTARY, Bhubaneswar
GOVT. OF ORISSA (INDIA)
Regd. No-ON-39/2006 61165

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LLP Agreement

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("LLP Agreement") is made and entered into as on the 15th day of May 2018 between each of the 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 new 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, an Incorporation Document for the LLP shall be filed with the 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:

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Bimala Devi Tachar

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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.

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

"**Capital Contributions**" means the contributions made by the partners to the LLP pursuant to clause 8 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.



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Kiran Devi Modak

Bimalesh Dabai Tekari

"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 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. Incorporation of the LLP

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 certificate of registration shall be kept at the Registered Office

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 dissolved and liquidated in accordance with clauses 30 and 31.

The incorporated LLP 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, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

3. LLP Name

The business of the Partnership shall be conducted under the name of "NBER DEVELOPERS LLP ."

The Partners may change the name of the LLP at any time with the consent of all the Designated Partners. Such change must be notified to the Registrar Office by the Designated Partners in accordance with the provisions of the Act.

4. Registered Office

4.1 The registered office of the LLP shall be at FLAT NO-002, TYPE-B, GROUND FLOOR, MAHADEV TOWER, SAHID NAGAR, BHUBANESWAR- 751007. The consent of all the designated partners shall be required to change the situation of Registered Office from one place to another. 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.

4.2 The address of the Registered Office as under shall be the address for Service of Documents:

FLAT NO-002, TYPE-B, GROUND FLOOR, MAHADEV TOWER, SAHID NAGAR, BHUBANESWAR- 751007

E-mail Id- neelanchalbbstr@yahoo.com

4.3 In addition to the registered office address, LLP may declare any other address as its address for service of documents with the consent of all the designated partners.

5. Place of Business

5.1 The LLP business shall be carried out at such place as decided by the partners and may change its place of business to some other place from to time as mutually agree and decide. The LLP may open branch or branches at any other place and places of this state or outside the State.

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- 5.2 The costs of all rent, rates, repairs, insurance electricity, water charges and other outgoings and expenses relating to Premises hired or acquired for the purpose of the LLP business shall be borne by the LLP.

6. Nature of the Business

To carry on the business of construction, builders, developers, contractors, engineers, colonizers, town planners, surveyors, valuers, appraisers, decorators, furnishers, manufacturers of prefabricated and precast houses, malls and maintain the same and to act as agents and contractors for the purposes of real estates, residential complexes/flats /enclave/commercial complexes/multi-stored building etc. and to carry on construction and maintenance activities of malls, other complexes, sheds, roads, bridges, channels, culverts, highways, canals, docks, reservoirs, railways, sanitary, water, gas, telephonic works, and for such purposes to prepare in designing, estimating, planning and modeling etc. for private, Govt., Semi-Govt. and Local bodies and act as consultants, advisors, technical consultants, collaborators, interior designers, building material suppliers activities in India and abroad and to undertake all civil, mechanical, electrical works, all types of infrastructure facilities in India or abroad either of its own or with joint venture with any other Indian or Foreign participants.

7. Management of the Business

Designated /Working Partners

It is agreed by and between the parties hereto that Mr Chetan Kumar Tekariwal, Mrs Bimala Devi Tekariwal (representative of NEELANCHAL BUILD-TECH & RESORTS PRIVATE LIMITED), Mrs. Kiran Devi Moda (representative of EVERRISE COMMODITIES PRIVATE LIMITED) who have agreed to devote their time and attention for the conduct of the affairs of the business of the LLP and they are appointed as designated/working partners

8. Capital Contributions

8.1 The capital of the LLP shall be Rs 1,00,000 which shall be contributed from time to time by way of capital as may be deemed necessary or expedient for efficiently carrying on the business of the LLP as stated below

- | | |
|---|-------------|
| (a) Mr. Chetan Kumar Tekariwal | Rs 1,000/- |
| (b) Neelanchal Build-Tech & Resorts Private Limited | Rs 49,000/- |
| (c) Everrise Commodities Private Limited | Rs 50,000/- |

Each partner's 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.

Chetan Kumar Tekariwal

Kiran Devi Moda

Bimala Devi Tekariwal



8.2 Additional contribution

The partners hereto have also agreed to subscribe additional capital as mutually agreed 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.

8.3 Withdrawal or Reduction of Capital Contributions

A partner, irrespective of the nature of its capital contribution, shall only have the 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.

9. Sharing of Profits and Losses

The Profit and loss (including loss of capital) of the LLP business shall be divided and borne by the partners in the proportion / ratio stated below.

Name of Partner	Share in Profit/loss
(a) Mr Chetan Kumar Tekariwal	1 %
(b) Neelanchal Build-Tech & Resorts Private Limited	49%
(c) Everrise Commodities Private Limited	50%

10. 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. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).

11. Duties and Rights of Partners

11.1 Power of Designated Partners

Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested exclusively in the designated partners appointed by all the partners, who 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.

Designated partners shall have the following specific powers and discretion.

- To pay commission or make allowances to any person, firm or company for introducing business to the LLP or otherwise assisting or promoting the LLP's business interests and such commission shall be treated as part of the working expenses of the LLP
- To make and give receipts, releases and other discharges for money paid or payable to the LLP and for all property and goods and materials delivered or deliverable to the LLP and any such receipts, releases or discharges shall be an effective discharge from the LLP for the monies and properties or goods stated to have been released or discharged.

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- c) To tender, make, provide and give advances of such sums of money as may be necessary to any person, firms, company for the purchase of materials, goods, services, machinery, stores, movable and immovable properties and all other articles required for carrying out the LLP Business on such terms and conditions with or without security as they may deem fit from time to time
- d) To insure and keep insurance against loss or damage of fire or otherwise for such period and to such extent as he may think fit proper, all or any part of the movable and immovable properties/assets of the LLP either separately or jointly and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.
- e) To release and/or allow time for payment or satisfaction of any debts due to the LLP or by the LLP and any claims and demands by or against the LLP and to submit to arbitration and to perform award.
- f) They shall have the power to appoint and at his pleasure to remove, discharge or suspend and to re-employ or replace secretaries, experts, departmental heads, accountants, agents, sub-agents, brokers, solicitors, officers, clerks, servants and other employee for permanent or temporary or for special service and to determine their powers and duties and to fix and pay their emoluments, remuneration either by way of salary, wages, fees or commission or otherwise partly by one and partly by other and to insure and arrange for guarantee for fidelity of any employees of the LLP and to pay such premiums on any policy of guarantee from time to time as he thinks fit and grant to Managers, Agents, Secretaries, or other persons/employee such powers and authority as they may deemed expedient and to revoke such powers at pleasure.

g) To make payment of fees and expenses with respect to the formation and registration of the LLP

h) The Designated partners are authorized to appoint auditors and fix their remuneration.

11.2 Powers of Partners

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

Unless otherwise agreed, all specific decisions, any matter or issue relating to the limited liability partnership including the under mentioned decisions, shall be decided by a resolution passed by all partners, and for this purpose, each partner shall have one vote.

- (i) Changing the nature 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) Disposal of substantial part of the business or undertaking;
- (v) Amendment to any of the Clauses of this Agreement.

12. Obligations of Partners

Each partner shall:

- (1) Be just and faithful to other partners in all transactions relating to LLP business;

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- (2) Diligently attend to the business of the LLP and faithfully engaged him/her therein.
- (3) Pay his separate debts and indemnify the other partners and assets of the LLP against the same and all expenses on account thereof
- (4) Give full information and truthful explanations and accounts on all matters relating to the affairs of the LLP to all the partners at all times and afford all assistance in his power in carrying on the business of the LLP for their mutual advantage.
- (5) Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;
- (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) Give any security or promise for the payment of money on account of the LLP except in the ordinary course of business;
 - (v) Compromise or compound or, release or, discharge any debt due to the LLP.

13. Forbidden acts of Partners

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 purposes;
- (3) do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

14. Management and Administration of LLP

14.1 Voting Rights

- (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.

14.2 Meetings

Periodic meetings shall be held as determined by the designated partners of LLP. Meetings 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 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 time of the holding of the meeting.

15. Change in Partners

15.1 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.

15.2 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 to be unreasonably withheld or delayed). If any partner is desirous of

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withdrawing or retiring from the LLP, he/she shall give two months notice in writing of his intention to the other partners and should clear all his dues to LLP before issuing any such notice. The retiring partner shall be paid the credit balance to his/her capital account as stand in the last balance sheet which shall have been prepared prior to date of withdrawal

Any partner can opt for voluntary withdrawal of a part of his capital account in the LLP

Upon the total withdrawal of capital or resignation by a partner from the LLP for any reason, such partner shall cease to have any further right to or interest in LLP.

15.3 Death of Partner

On the death of any partner, the LLP shall not be dissolved. In case of death of any partner, the amount of his/her capital as stand in the last balance sheet which shall have been prepared prior to the death shall be paid to his/her legal heirs after adjusting all his/her dues to LLP till the date of settlement of his/her account subject to compliances of Limited Liability Partnership Act, 2008 and rules thereunder.

A legal heirs of the deceased partner is not automatically entitled to become a partner but other partner may willfully appoint legal heirs of deceased partner.

15.4 Expulsion of Partner and Termination of his partnership

If any partner shall assign, charge or encumber his share in the LLP without the consent other partners or otherwise permanently incapable of attending to the LLP business 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 to expul the offending or incapacitated partner by giving their decisions in writing to the offending or incapacitated partner or his trustee or official assignee and pay to the offending partner or his/her trustee or official assignee the amount of capital of offending partners as stand in the last Balance sheet which shall have been prepared prior to the date of expulsion after adjusting all his/her dues to LLP till the date of settlement of his account..

If a partner becomes bankrupt or insolvent or lunatic, then the partnership will not be dissolved, and the remaining partner, shall have the option to purchase the share of such partner and pay to him or his legal heirs or his assignee. the amount of capital of bankrupt/insolvent /lunatic partner as stand in the last Balance sheet which shall have been prepared prior to the date he became bankrupt/insolvent/lunatic after adjusting all his/her dues to LLP till the date of settlement of his account..

16. Option to purchase the share of partner

If a partner Voluntary withdrawal (either in part of full) his capital or resigned or expelled /terminated from LLP or becomes bankrupt /insolvent/lunatic or on the death of a partner , the other partner(s) shall have the option to purchase the share of such partner and the purchase price of share will be in accordance with Article 17 of the LLP Agreement.

17 purchase price of share of a partner

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

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18. Salaries and drawings

Each partner may, during the continuation of the LLP, from time to time, withdraw out of the LLP account, his credit balance on account of his share of profit. In case on making up annual accounts at the end of each year it is found that any partner has drawn any sum in excess of his share of profits to which he is entitled, he shall forthwith repay such excess to the LLP.

19 Entitlement of Salary of designated/working partners

The designated partners shall be paid salary/remuneration as decided for services rendered to the LLP (subject to income tax act) and the remuneration so paid will be charge to the profit and loss account. The maximum remuneration payable to the designated/ working partners in a year shall not exceed the amount of book profit of the year. Book profit means the net profit as shown in the Profit and loss account for the relevant year as increased by the aggregate amount of remuneration/salary paid or payable to all the designated/ working partners of the LLP if such amount has been deducted while computing the net profit.

20 Interest on Capital Contributions

Each of the partners shall be entitled to interest as may be decided by the partners which should not be more than 12 % per annum on the amount of capital including additional capital standing to his credit in the accounts of LLP from time to time. Such interest payment shall be a charge to the Profit and loss account of LLP.

21. Banking

That an bank account in the name of the LLP shall be opened with any national /schedule /private/public sector banks and to pay into and to withdraw money from such account or accounts whether they be in credit or otherwise and operate any type of bank account with the banks. The bank accounts of the LLP shall be operated jointly by Mr Mr Chetan Kumar Tekariwal, Designated Partner and Mrs Kiran Devi Moda, Designated Partner.

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

22. Loans

That the LLP may borrow money or obtain credit facilities from time to time , from persons, firms, trust, companies, banks, financial institutions and other entities such monies as may be required for the purpose of the business on such terms and conditions as the partners may decide.

That the continuing partners or the retired partner may lend money to the LLP at such rate of interest as may be agreed upon by the partners and the lenders.

To secure the loans the LLP may hypothecate pledge or mortgage any or all-movable or immovable assets of the LLP

23. Accounts & Audit

- (a) The accounts of the LLP shall be maintained according to the financial year, which shall commence on 1st April of each year and ends on 31st March of succeeding year. However the First year accounts shall be from the date of incorporation of LLP to 31st march.
- (b) The books of account shall be closed on 31st day of March each year. At the end of every accounting year the Balance sheet and Profit & loss a/c of the firm shall be prepared and approved by all the designated partners

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of LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of partners. The same shall not be liable to be disputed or reopened unless some manifest error discovered and pointed out by any partner to the other within one months of such signing in which case such errors shall forth be rectified.

- (c) The LLP shall maintain usual account and other books on cash basis or accrual basis and according to double entry system of accounting and shall maintain at the place of business of the LLP or at such other place or places as mutually decided by the partners and they shall be kept properly posted up-to-date.
- (d) The accounts of LLP shall be audited in accordance with such rules as may be prescribed under the LLP Act 2008.
- (e) The designated partners may appoint an auditor or auditors for the first financial year before the end of the first financial year and at least 30 days prior to the end of each financial year (other than the first financial year). The remuneration of an auditor appointed by the LLP may be fixed by the designated partners. The consent of all the designated partners shall be required for removal of the auditor from his office.

24. Records to be kept at Registered Office

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 most recent years; and
- (d) Copies of any financial statements of the LLP for the most recent years.
- (e) The decisions taken by Partners are recorded in the minutes within thirty days of taking such decision and are kept and maintained at the registered office.

Inspection of LLP Records

The accounting books and records, 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 his agent or attorney and the right of inspection includes the right to copy and make extracts.

26. 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 year and an Annual Return with the Registrar within the stipulated time under the LLP Act and Rules for each financial year.

27. Nature of Partnership Interest

- (a) The interests of partners in the LLP constitute their personal estate. In the event of the death or legal disability of any partner, the executor, trustee or administrator of such Partner shall be bound by the provisions of this LLP Agreement.
- (b) In the case of a partner, which is not a natural person, the successor of such partner shall be bound by the provisions of this LLP Agreement.

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28. Transfer/Assignment of Rights

28.1 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.

28.2 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.

28.3 Conditions of Transfer

In the event that the other 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.

28.4 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.

28.5 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.

28.6 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 attorneys' 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.



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28.7 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, reorganization or sale of substantially all the assets of the partner.

29. 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 a 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 30.

30. Winding up and Dissolution

Upon a decision to dissolve the LLP by;

- (i) a written consent of the partners holding at least 70% of all the Percentage Interests of the LLP; or
- (ii) a decision by one Partner to dissolve, the LLP shall be liquidated pursuant to LLP Act and rules there under.

30.1 Legislative Dissolution

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

- (i) Number of partners falls below two;

31. 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 profits and losses of LLP but there shall be no cash distributions to the partners until the distribution date as defined in Article here in 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 a 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



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Bimal D. D. Tekariwal

partners as provided in Article hereof not later than the Distribution Date.

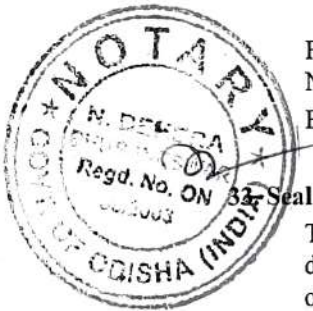
- (d) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
- (i) first, to pay all expenses of liquidation and winding up;
 - (ii) second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
 - (iii) third, to pay all debts of the LLP owing to a Partner; and
 - (iv) 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.
- (e) 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 Interests.

32. 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:

FLAT NO-002, TYPE-B, GROUND FLOOR, MAHADEV TOWER, SAHID NAGAR, BHUBANESWAR- 751007

E-mail Id- neelanchalbbsr@yahoo.com



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 at least one designated partner on all such documents, where it is necessary.

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 or 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 or 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 ("Indemnitees") for any loss, claim, damage, liability or action except to the extent resulting from its respective gross negligence or willful wrong doing. This paragraph does not limit either partner's other remedies available to it under the laws.

Cr. Surajwal Kiran Devi Modak Bimala Devi Tcharwal

Chetan Kumar Tekariwal

Mr Chetan Kumar Tekariwal
Designated Partner

Bimala Devi Tekariwal

Mrs. Bimala Devi Tekariwal
For NEELANCHAL BUILD-TECH & RESORTS PRIVATE LIMITED
Designated Partner

Kiran Devi Moda

Mrs. Kiran Devi Moda
For EVERRISE COMMODITIES PRIVATE LIMITED
Designated Partner



on
29/5/20
NILAMANI BEHERA
NOTARY, BHUBANESWAR
GOVT. OF ORISSA (INDIA)
Regd. No-ON-39/2009



SUPPLEMENATRY LLP AGREEMENT

This Supplementary LLP Agreement is made and executed at Bhubaneswar on 1st day of April 2019 amongst

1. **Mrs. Bimala Devi Tekriwal**, daughter of Mr. Bajrang Lal Agarwal, nominee of **M/s Neelanchal Build-Tech & Resorts Private Limited**, having its registered office at 11, Rajani Kumar Sen Lane, L P No 118/2, Howrah, West Bengal-711101 (hereinafter called the **First Party/Existing Partner**)

AND

2. **Mrs. Kiran Devi Moda**, daughter of Mr. Kanhaya Lal Agarwal, nominee of **M/s Everrise Commodities Private Limited**, having its registered office at 1st-Fr, Fl-101, 8/1a/1, Rishi Bankim Ch Rd, Rishra, Lp-70/9/1, Hoogly, Kolkata, West Bengal-712248 (hereinafter called the **Second Party/Existing Partner**)

AND

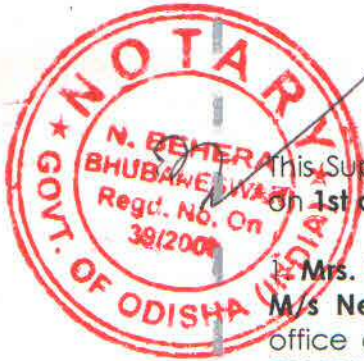
3. **Mr. Chetan Kumar Tekariwal**, son of Mr. Mannalal Tekariwal, residing at 11, Rajani Kumar Sen Lane, Lp 118/2, Howrah, West Bengal-711101, (hereinafter called the **Third Party/Existing Partner**)

Bimala Devi Tekariwal

Kiran Devi Moda

Chetan Kumar Tekariwal

Notary Public





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K 224832



4. Mr. Rajesh Kumar Moda, son of Mr. Makhan Lal Moda, residing at Flat No-431, Vaishnvi Balaji Complex, Jharpada, Bhubaneswar, Orissa-751006 (hereinafter called the **Fourth Party/New Partner**)

Now the Fourth party is interest to get added in LLP and continue Limited Partnership firm founded by Existing partners.

Whereas the Existing Partners are carrying on the business of construction, builders, developers, contractors, engineers, colonizers, town planners, surveyors, valuers, appraisers, decorators, furnishers, manufacturers of prefabricated and precasted houses, and to act as agents and contractors for the purposes of real estates, residential complexes/flats/enclave/commercial complexes/multi-stored building etc. and to carry on construction activities, such as sheds, roads, bridges, channels, culverts, highways, canals, docks, reservoirs, railways, sanitary, water, gas, telephonic works and for such purposes to prepare in designing, estimating, planning and modeling, etc for private, Govt., Semi-Govt. and Local bodies and act as consultants, collaborators, interior designers, building material suppliers activities in India and abroad and to undertake all civil, mechanical, electrical works, all types of infrastructure facilities in India or abroad either of its own or with joint venture with any other Indian or Foreign participants.

Bimala Debi Teraniwal

Kiran Dew Moda

or Teraniwal

Rajesh Kumar Moda

The above stated business is carried under the name and style of **NBER DEVELOPERS LLP (Registration No. AAM-4555)** (hereinafter referred as LLP) at **Flat No-002, Type-B, Ground Floor, Mahadev Tower, Sahid Nagar, Bhubaneswar-751007, Odisha** in terms of Limited Liability Partnership Agreement dated 15th May 2018.

Now this Deed witnesseth as follows:

This agreement is supplemental to the LLP Agreement dated 15th May 2018 made and executed between the Existing Partners.

From the date thereof, the said New Partner shall be a designated partner in LLP subject to the terms and conditions of the above said LLP Agreement except in so far as the same are varied by this agreement.

The **capital of the LLP shall be Rs.1,00,000** (Rupees One Lacs only) contributed by the parties thereto in the manner below mentioned:

Sl. No.	Name of the Partner	Amount (Rs.)
1	Neelanchal Build-Tech & Resorts Private Limited	49,000
2	Everrise Commodities Private Limited	49,000
3	Chetan Kumar Tekariwal	1,000
4	Rajesh Kumar Moda	1,000
	Total	1,00,000

The partners shall be entitled to **share the profits and bear the losses of the LLP in proportion to their respective shares** in the LLP i.e

Sl. No.	Name of the Partner	Profit & Loss Ratio
1	Neelanchal Build-Tech & Resorts Private Limited	49%
2	Everrise Commodities Private Limited	49%
3	Chetan Kumar Tekariwal	1%
4	Rajesh Kumar Moda	1%
	Total	100%

Bimata Debi Tekariwal

Rajesh Kumar Moda

Chetan Kumar Tekariwal

Rajesh Kumar Moda



Except as modified by this agreement, the LLP Agreement of date 15th May 2018 shall hereafter be read and construed as if the same had been executed by the Existing Partners and New Partner hereto.

In witness whereof, the parties hereto have set and subscribed their hands, the day and year first hereinabove written.

First Party : Bimala Devi Tekriwal
Bimala Devi Tekriwal, Director
Neelanchal Build-Tech & Resorts Private Limited

Second Party: Kiran Devi Moda
Kiran Devi Moda, Director
Everrise Commodities Private Limited

Third Party : Chetan Kumar Tekariwal
Chetan Kumar Tekariwal

Fourth Party : Rajesh Kumar Moda
Rajesh Kumar Moda

Witness 1 : Sachin Kumar
9- Sahid nagar BSR

Witness 2 : Kamlesh Kumar
542, Sahid nagar BSR.



01/4/19
NILAMANI BEHERA
NOTARY BHUBANESWAR
GOVT. OF ODISHA (INDIA)
REGD. NO. ON- 39/2008