



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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LLP AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at Kolkata this.....7th..... Day of ..September, 2017

BETWEEN

1. M/s Sundeep Designers Pvt. Ltd, of 4D, Chetan Seth Street, 4th Floor, Diamond Tower, Kolkata - 700 007, which expression shall, unless it be repugnant to the subject or context thereof, and hereinafter called the FIRST PARTY, and
2. M/s Harshpriya Constructions Pvt. Ltd. of 11, Rajani Kumar Sen Lane, Howrah - 711 101 which expression shall, unless it be repugnant to the subject or context thereof, and hereinafter called the SECOND PARTY,
3. M/s Raunak Properties Pvt. Ltd. of 6, Hanspukur Lane, 4th Floor, Suit No. 415 & 416, Kolkata - 700 007 which expression shall, unless it be repugnant to the subject or context thereof, and hereinafter called the THIRD PARTY

Raunak Properties Pvt. Ltd.

Sushil Kumar Thakur

Director

For Harshpriya Constructions Pvt. Ltd.

Dr. Torananda

Director

Contd....

Sundeep Designers Pvt. Ltd.

Dr. Torananda
Director.

64520

Raunak Properties (P) Ltd -

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NAME.....
ADD.....
RS.....
7 SEP 2017
SURANJAN MURHERJEE
Licensed Stamp Vendor
C. C. Court
2017

6, Hanspurwar Lane

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- 7 SEP 2017

- 7 SEP 2017

(2)

(ALL THE FIRST, SECOND & THIRD PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the First Party is **SUNDEEP DESIGNERS PVT. LTD.**

WHEREAS the Second Party is **HARSHPRIYA CONTRUSTIONS PVT. LTD.**

WHEREAS the Third Party is **RAUNAK PROPERTIES PVT. LTD.**

NOW The First, Second & Third Party are interested in converting the present Partnership Firm naming **TRIDEV CONSTRUCTION** into a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intends to write down the terms and conditions of the said formation and

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

1. A Limited Liability Partnership shall be carried on in the name and style of **M/s. SHR CONSTRUCTION LLP** and hereinafter called as **SHR CONSTRUCTION LLP**.

2. (a) The **SHR CONSTRUCTION LLP** shall have its registered office at **P - 829/A, Lake Town, Block - A, Kolkata - 700 089** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

(b) The **SHR CONSTRUCTION LLP** has already commenced and is functional and operational w.e.f. 01.04.2017 and parties hereto are formalizing the same by entering into the instant LLP agreement.

3. The Capital Contribution of the **SHR CONSTRUCTION LLP** shall be **Rs. 2,13,24,453.61** (Rupees Two Crore Thirteen Lakh Twenty-Four thousand Four Hundred Fifty-Three and Paise Sixty-One only) which appear as Partners' Capital in the accounts of the present partnership firm, i.e. **Tridev Construction** as on 31.03.2017 as follows:

First Party **M/s Sundeep Designers Pvt. Ltd.** **Rs. 27,13,635.73** (Rupees Twenty Seven Lakh Thirteen Thousand Six Hundred Thirty Five and Paise Seventy Three only).

Second Party **M/s Harshpriya Constructions Pvt. Ltd.** **Rs. 1,03,98,547.44** (Rupees One Crore Three Lakh Ninety Eight Thousand Five Hundred Forty Seven and Paise Forty Four only)

Third Party **M/s Raunak Properties Pvt. Ltd.** **Rs. 82,12,270.44** (Rupees Eighty Two Lakh Twelve Thousand Two Hundred Seventy and Paise Forty Four only)

The further Contribution if any required by the **SHR CONSTRUCTION LLP** shall be brought by the partners in their profit sharing ratio.

Contd....

For Harshpriya Constructions Pvt. Ltd.

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Director

Raunak Properties Pvt. Ltd.

Sukhmit Thakur

Director

Sundeep Designers Pvt. Ltd.

A. K. B. S. Thakur
Director.

(3)

4. The **SHR CONSTRUCTION LLP** shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
5. Partners of the **SHR CONSTRUCTION LLP** are entitled to share profit and losses in the Following ratio:

M/s Sundeep Designers Pvt. Ltd.	20%
M/s Harshpriya Constructions Pvt. Ltd.	40%
M/s Raunak Properties Pvt. Ltd.	40%

6. The business of the **SHR CONSTRUCTION LLP** shall be of Real Estate Developer.
7. **Admission of New Partner**

No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **SHR CONSTRUCTION LLP**.

8. The Capital of the Partnership Firm shall be the Sum of **Rs 2,13,24,453.61**, brought in cash / money's worth of any property or services agreed by all the partners for the time being of the LLP and belonging to the partners in the Partnership Firm as on 31.03.2017.
9. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards **SHR CONSTRUCTION LLP**.

Rights of Partner

10. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said **SHR CONSTRUCTION LLP** in the proportion of their Contribution.
11. Every partner has a right to have access to and to inspect and copy any books of accounts of the **SHR CONSTRUCTION LLP**.
12. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the **SHR CONSTRUCTION LLP** shall have no objection thereto provided that the said partner has intimated the said fact to the **SHR CONSTRUCTION LLP** before the start of the independent business and moreover he shall not uses the name of the **SHR CONSTRUCTION LLP** to carry on the said business.

Raunak Properties Pvt. Ltd.

Sushil Kumar Thakral

Director

For Harshpriya Constructions Pvt. Ltd.

Dr. P. Anand

Director

Contd...

Sundeep Designers Pvt. Ltd.

Dr. Prakash Kumar Thakral
Director.

(4)

13. **SHR CONSTRUCTION LLP** shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the **SHR CONSTRUCTION LLP**.
14. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all its rights, title and interest in the partner as herein provided. However, upon insolvency of a partner its rights, title and interest in the **SHR CONSTRUCTION LLP** shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the **SHR CONSTRUCTION LLP** in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
15. On the death of any partner, if its heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the **SHR CONSTRUCTION LLP**.

Duties of Partners

16. Every partner shall account to the limited liability partnership for any benefit derived by it without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by it of the property, name or any business connection of the limited liability partnership.
17. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by fraud committed in the conduct of the business of the limited liability partnership.
18. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or its legal representatives.
19. In case any of the Partners of the **SHR CONSTRUCTION LLP** desires to transfer or assign its interest or shares in the **SHR CONSTRUCTION LLP** it has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign its share in the market.
20. No partner shall without the written consent of the **SHR CONSTRUCTION LLP**,--
 - I. Employ any money, goods or effects of the **SHR CONSTRUCTION LLP** or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **SHR CONSTRUCTION LLP**.

Raunak Properties Pvt. Ltd.

Sushil Kumar Thakur

Director

For Harshpriya Constructions Pvt. Ltd.

C. R. Prasad

Director

Contd...

Sundeep Designers Pvt. Ltd.

Anil Kumar Thakur
Director.

(5)

- II. Lend money or give credit on behalf of the **SHR CONSTRUCTION LLP** or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the **SHR CONSTRUCTION LLP** by the partner incurring the same.
- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the **SHR CONSTRUCTION LLP's** property or any part thereof may be seized.
- IV. Assign, mortgage or charge its share in the **SHR CONSTRUCTION LLP** or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the **SHR CONSTRUCTION LLP** except upon the written consent given by the other partner.

Meeting

21. All the matters related to the **SHR CONSTRUCTION LLP** as mentioned in schedule II to this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
22. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their registered address or by mail at the Email ID's provided by the individual Partners in written to the **SHR CONSTRUCTION LLP**. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
23. The meeting of Partners shall ordinarily be held at the registered office of the **SHR CONSTRUCTION LLP** or at any other place as per the convenience of partners.
24. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
25. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the **SHR CONSTRUCTION LLP**.

Raunak Properties Pvt. Ltd.

Sushil Thun Thun wal

Director

For Harshpriya Constructions Pvt. Ltd.

C. R. Tewari

Director

Contd....

Sundeep Designers Pvt. Ltd.

Om Prakash Thun Thun wal
Director.

26. Each partner shall--

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the **SHR CONSTRUCTION LLP** assets against the same and all proceedings, costs, claims and demands in respect thereof.
- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the **SHR CONSTRUCTION LLP** business and they all shall be the working partners.

Duties of Designated Partner

27. The Authorised representative of First Party, the Second Party and the Third Party shall act as the Designated Partners of the **SHR CONSTRUCTION LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008.
28. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
29. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
30. No Partner shall be entitled to any remuneration for taking part in the conduct of the LLP's business
31. The **SHR CONSTRUCTION LLP** shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the **SHR CONSTRUCTION LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners

32. Partner may cease to be partner of the **SHR CONSTRUCTION LLP** by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
33. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of **SHR CONSTRUCTION LLP** with fraudulent purpose.

Raunak Properties Pvt. Ltd.

Sushil Thun Thunwal

Director

For Harshpriya Constructions Pvt. Ltd.

C. S. P. Singh

Director

Contd...

Sundeep Designers Pvt. Ltd.

Om Prakash Thun Thunwal
Director,

(7)

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

Extent of Liability of SHR CONSTRUCTION LLP

35. **SHR CONSTRUCTION LLP** is not bound by anything done by a partner in dealing with a person if –

- I. the partner in fact has no authority to act for the **SHR CONSTRUCTION LLP** in doing a particular act; and
- II. the person knows that he has no authority or does not know or believe him to be a partner of the **SHR CONSTRUCTION LLP**.

Miscellaneous Provisions

36. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him –

- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
- II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

37. The books of accounts of the firm shall be kept at the registered office of the **SHR CONSTRUCTION LLP** for the reference of all the partners.

38. The accounting year of the **SHR CONSTRUCTION LLP** shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this **SHR CONSTRUCTION LLP** till 31st March of the subsequent year.

39. The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.

40. It is expressly agreed that the bank account of the **SHR CONSTRUCTION LLP** shall be operated by any two of the designated partners.

Raunak Properties Pvt. Ltd.

Sushil Kumar Thakur

Director

For Marshpriya Constructions Pvt. Ltd.

C. R. M. Arvind

Director

Contd...

Sundeep Designers Pvt. Ltd.

Anurag Thakur
Director

(8)

41. All disputes between the partners or between the Partner and the SHR CONSTRUCTION LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

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

Signed and delivered by the

For and on behalf of

SHR CONSTRUCTION LLP

Sundeep Designers Pvt. Ltd.

Anil Shankar Thumthumwale
Director.

(Partner)

M/s Sundeep Designers Pvt. Ltd.

Ch. Prakash

(Partner)

M/s Harshpriya Constructions Pvt. Ltd.

Raunak Properties Pvt. Ltd.

Sushil Thumthumwale

(Partner)

Director

M/s Raunak Properties Pvt. Ltd.

Witness:

a) Name: _____

Address: _____

Signature: _____

b) Name: *Manish Saradgi* MANISH SARADGI

Address: *1, Cooked Lane, 2nd floor,*
Room No. 340, Kolkata-700069.

Signature: *Manish* _____

c) Name: *T. Bhanu Pratap* T. Bhanu Pratap

Address: *Plot No. 1906, Nayapalli, Bhubaneswar*
751012

Signature: *T. Bhanu Pratap* _____

SCHEDULE 1
ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE
SHR CONSTRUCTION LLP

(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

To carry on in India or elsewhere the business as traders, merchants, wholesalers, retailers, liasioners, stockiest, distributors, importers exporters, intermediaries, middle men, brokers, suppliers, indenters, C & F agents, commission agents, buying agents, selling agents, or otherwise to exchange, load, unload, handle, deal in all type machinery equipments, components, goods, articles, things, products commodities, consumables, accessories, spare parts, ingredients, systems, substances, instruments, chemicals, devices, fittings, tools, dies, jigs, compounds, raw materials, by-products, semi-finished products, materials, wastes, residues, derivatives, appliances, stores, preparations, mixtures, vehicles and other items used in any industry, commerce, transport, public welfare needs, defence, aviation, agriculture, construction, power, transmission, pollution or in any other field and to do all such incidental acts & things necessary for the attainment of the foregoing objects.

To carry on in India or elsewhere the business to establish and to act as agent, representative, franchiser, marketing, other-wise to deal in all incidental and allied activities related to Real Estate Business.

The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business.

SCHEDULE 2

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY IN
NUMBER OF THE PARTNERS

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

- (a) Increase or reduction in contribution.
- (b) Increase / Decrease or removal of Designated Partners or change in working Designated Partners.
- (c) Alteration of LLP Agreement.
- (d) Modification in the right of Designated Partners,
- (e) Placing of the LLP in Voluntary dissolution or liquidation
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of dividend and its quantum, and other appropriations of profits.

For Harshpriya Constructions Pvt. Ltd.

Raunak Properties Pvt. Ltd.

Sumit Thumwal *Director*

Director

Director

Contd...

Sundeep Designers Pvt. Ltd.

Dr. Parash Thumwal
Director.

(10)

(h) Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by the LLP before the expiration of the term of lease or License. (i) Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.

(j) Sale or Assignment of goodwill of the LLP.

(k) Opening / closing of bank account / s and modifying mandate for operation of such account / s.

(l) The approval of the annual financial, economic and investment plan as well as profit planning.

(m) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.

Raunak Properties Pvt. Ltd.

Sushil Kumar

Director

For **Harshprya Constructions Pvt. Ltd.**

C. K. Peraniwal

Director

Sundeep Designers Pvt. Ltd.

Dr. Pardeep Kumar

Director

We, the several partners whose names are subscribed below, are desirous of being formed into a LLP for carrying on a lawful business with a view to earn profit and have entered or agreed to enter into a LLP agreement in writing.

We respectively agree to contribute money or other property or other benefit or to perform services for the LLP in accordance with the LLP agreement, the particulars of which are stated against our respective names.

We hereby give our consent to become a partner / designated partner / nominee / nominee & designated partner of the LLP pursuant to section 7(4) / 25(3)(c) of the Limited Liability Partnership Act, 2008.

Name of each partner/ designated partner/ nominee/ nominee & designated partner	Designation (Designated Partner / Partner/ nominee/ nominee & designated partner)	Signature of partner/ designated partner/ nominee/ nominee & designated partner	Name, address and profession (along with professional membership number) of witness	Signature of witness
SUSHIL KUMAR JHUNJHUNWALA (NOMINEE OF RAUNAK PROPERTIES PVT LTD)	Designated Partner	<i>Sushil Jhunjhunwala</i>	NAME: KASTURI CHATTOPADHYAY ADDRESS: 27 BENTINCK STREET, 7TH FLOOR, ROOM NO. 703, KOLKATA - 700 001 PROFESSION: CHARTERED ACCOUNTANT MEMBERSHIP NO.: 300-66042	<i>K Chattopadhyay</i>
OM PRAKASH JHUNJHUNWALA (NOMINEE OF SUNDEEP DESIGNERS PVT LTD)	Designated Partner	<i>Om Prakash Jhunjhunwala</i>	Name: T. Bhaskar Patra Retd SBI officer.	<i>T. Bhaskar Patra</i>
CHETAN KUMAR TEKARWAL (NOMINEE OF HARSHPRIYA CONSTRUCTIONS PVT LTD)	Partner	<i>Chetan Kumar Tekarwal</i>		