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GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar, Chennai

Block No. 6, B' Wing, 2nd Floor Shastri Bhawan 26, Chennai, Tamil Nadu, 600034, India

FORM 16

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

CERTIFICATE OF INCORPORATION

LLP Identification Number: AAM-7200

It is hereby certified that B1B2 DEVELOPERS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given at Tamil Nadu this Twenty eighth day of May Two thousand eighteen.

DS MINISTRY OF CORPORATE AFFAIRS 13

Registrar, Chennai

Note: The corresponding form has been approved by VIJAYA SIMHA REDDY YANNAM, 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:
B1B2 DEVELOPERS LLP
NO3/1, FIRST FLOOR, 12TH EAST CROSS ROAD,, GANDHI NAGAR,
VELLORE, Vellore,
Tamil Nadu, 632006, India.



தமிழ்நாடு तमिलनाडु TAMILNADU

BP 590425

4584 / 25/5/2018

M/S. B&B DEVELOPERS LLP, VELLORE

R. அனிதா
முத்திரைத்தாள் விற்பனையாளர்
L. No.: 10/KPD/2011
காட்பாடி, வே. மா

LIMITED LIABILITYPARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at vellore on this 29th day of May, 2018 by and between:

1).Mr. Pullala Varadharajulu Gopalakrishna Son of Mr.Pullala Rajagopal Varadarajulu aged about 51 years, residing at NO : 5 / 6, Hanuman Colony,Injambakkam,Chennai - 600041, India hereinafter referred to as "**THE FIRST PARTNER**" or **FIRST DESIGNATED PARTNER**, which expression shall, unless repugnant to the context or meaning includes permitted assigns of the **FIRST PARTY.**

For B&B Developers and Builders Private Limited

Managing Director

FIRST PARTY

SECOND PARTY



தமிழ்நாடு तमिलनाडु TAMILNADU

BP 590430

4589 Bond-
21/5/2018 M/s. B&B DEVELOPERS LLP, VELLORE

R. Anitha
R. அனிதா
முத்திரைதாள் விற்பனையாளர்
L. No.: 10/KFD/2011
காளைடவேடு, காட்பாடி, வே. மா

2).M/s. B&B Developers & Builders Private Limited, registered office at No.23/4, First Floor, CASA Major Road Egmore, Chennai - 600008, Tamil Nadu, India. **Represented by its Authorised Person Mr. Chakramakil Bobby** Son of Mr. Chakramakil Benedict Francis aged about 56 years, residing at 10, Fifth East Cross Road,Gandhi Nagar,Vellore – 632006 Tamil Nadu, India hereinafter referred to as "**THE SECOND PARTNER**" or **SECOND DESIGNATED PARTNER**, which expression shall, unless repugnant to the context or meaning includes permitted assigns of the **SECOND PARTY**.

(The **FIRST PARTNER and SECOND PARTNER,** are collectively referred to as "Parties" and individually a "Party").

For B&B Developers and Builders Private Limited

FIRST PARTY

SECOND PARTY

Director
DIN : 01053440



தமிழ்நாடு तमिलनाडु TAMILNADU

BP 590431

R. Anuradha

R. அனுராதா

முத்திரைதாள் விற்பனையாளர்

L. No.: 10/KPD/2011

காஞ்சிபுரம், காட்பாடி, வே. மா

4590 (Bloom)—

25/5/2018 M/s. B1B2 DEVELOPERS LLP, VELLORE

NOW THE FIRST AND SECOND PARTIES are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation as under:

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

For B&B Developers and Builders Private Limited

Managing Director

FIRST PARTY

SECOND PARTY

INTERPRETATION

In this Agreement unless the context otherwise requires:-
"Accounting Year" means the financial year as defined in the LLP Act, 2008.

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

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

"Designated Partner" means any partner designated as such.

"LLP" means the Limited Liability Partnership formed pursuant to this LLP Agreement.

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

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

NAME, CONTRIBUTION AND OBJECT OF PARTNERSHIP:

1. A Limited Liability Partnership shall be carried on in the name and style of **M/s. B1B2 DEVELOPERS LLP** and hereinafter called as "LLP".

2. The LLP as constituted under this Agreement shall be deemed to have commenced on from the date of issue of incorporation certificate by the Registrar of Companies.

3. The LLP shall have its registered office at No.3/1, First Floor, 12th East Cross Road,Gandhi Nagar, Vellore - 632006, Tamil Nadu, India and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

For B&B Developers and Builders Private Limited

Managing Director

FIRST PARTY **SECOND PARTY**

4. The Contribution of the LLP shall be Rs.5,00,00,000/- (Rupees Five Croresonly) which shall be contributed by the partners as given below.

Parties	Ratio of Capital contribution	Rupees
First Party	50%	2,50,00,000/-
Second Party	50%	2,50,00,000/-
Total	**100%**	**5,00,00,000/-**

Contribution of a partner to the capital of LLP may be in form of money or tangible, movable or immovable property or in form of services under an agreement.Further capital, if any, shall be brought in by the partners in the same ratios of capital as above.

5. 10 (Ten) % of Sale proceeds shall be paid to second partner at the time of sale proceeds by the LLP towards Marketing, etc. The tax liabilities if any on the above shall be borne by the second partner.

6. The profit and loss sharing ratio of the partners shall be as follows.

Parties	Percentage
First Party	50%
Second Party	50%
Total	**100%**

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

FIRST PARTY

For B&B Developers and Builders Private Limited

Managing Director
DIN : 01053440

SECOND PARTY

8. The main business of the LLP shall be

   a. To act as developers of land and to carry on related business such as to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and power to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others.

   b. To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lump sum or easy installments or by hire purchase system and otherwise.

   c. To invest in shares of companies having similar object or promote companies having similar business and trading, dealing in goods and services relating to the objects of the company.

   The parties hereto may agree upon to carry on any other business either in addition to or in substitution of the line of activity above said by mutual consent of the parties hereto.

9. That the immovable properties purchased by the LLP, if any, shall be clear, marketable and free from all encumbrances.

10. The Yearly remuneration payable to each of the parties mentioned above shall be subject to 40 (b) of Income Tax Act, 1961 and shall be mutually agreed by the above parties in their meeting.

For B&B Developers and Builders Private Limited

Bobby Beheraa - Managing Director

FIRST PARTY

SECOND PARTY

11. The Net Profit and loss of the Partnership Firm after providing for all expenses including remuneration and interest payable or Paid to Partners shall be shared by the partners as given in Clause 6 herein.

12. The Bankers of the Partnership shall be such bank or banks as the partners may from time to time unanimously agree upon and the bank accounts shall be operated by Designated Partners Jointly or Authorized representative as may be authorized by Designated partners by way of resolution in writing passed by the designated partners. The designated partners or the persons authorized as above, are also authorised to sign all the correspondence relating to Government/all statutory bodies/private, etc and to sign all bills/ loan documents etc on behalf of the LLP in accordance with the resolution passed by partners in this regard.

13. Any of the Partners, either Jointly or severally, if agreed upon by all the partners in writing will be authorised to sign all the correspondence relating to Government/all statutory bodies/private corporate bodies or individuals, etc.

14. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the LLP (except Cheques) shall be signed, endorsed, accepted or executed jointly by all the Partners or as per the decision made by partners at the meeting of partners.

15. Any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to the authority given by the partners or without authority of the partners shall be deemed to have been executed on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the LLP against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

For B&B Developers and Builders Private Limited

Buddy Benedict - Managing Director

FIRST PARTY

SECOND PARTY

ADMISSION OF NEW PARTNER

16. The new partner will not be introduced without the consent of all the existing partners. Such incoming partner shall give his/her prior consent to act as Partner of the LLP.

17. The Profit sharing ratio of the incoming partner shall be as determined by the existing Partners in writing.

18. The minimum number of partners shall be two and maximumnumber of partners of LLP shall not go beyond thirty.

RIGHTS OF PARTNER

19. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.

20. Every partner has a right to have access to and to inspect and copy any books of the LLP.

21. If any partner shall advance any sum of money to LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously. It is further, agreed between the Partners here to, that simple interest at the rate of 12% per annum or such other rates as may be mutually agreed upon or prescribed U/s 40(b) of the Income Tax Act, 1961 shall be payable by the Firm on the amount standing in the credit of the capital, current, loan account to the partners. All such interest paid or credited to partners shall be a charge on the profit and loss account of the Firm.

22. Any of the parties hereto shallbe entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto. However, none of the partners shall use the name or brands belonging to the LLP, in their own business or to carry on their own business.

23. LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.

For B&B Developers and Builders Private Limited

FIRST PARTY

SECOND PARTY

Director
DIN : 01053440

24. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the LLP as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the 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 LLP in place of such deceased partner with the consent of all existing partners. 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 which shall be properly computed and arrived at in accordance with generally accepted business principles. The existing partners shall agree to the amount of compensation being paid tothe heirs, executors and administrators of such deceased partners in writing.

25. On the death of any partner, if his/her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

DUTIES OF PARTNERS

26. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.

27. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his/her legal representatives.

28. Every partner shall account to the limited liability partnership for any benefit derived by him/her without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him/her of the property, name or any business connection of the LLP.

29. Every Partner shall be responsible for the doing of all acts, which are approved by all the Partners, arising out of this agreement.

30. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his/hercommittingfraud in the conduct of the business of the limited liability partnership.

For B&B Developers and Builders Private Limited

Managing Director

FIRST PARTY

SECOND PARTY

31. In case any of the Partners of the LLP desires to transfer or assign his/her interest or shares in the LLP he/she can transfer the same with the consent of all the Partnersby giving not less than 60 days notice in writing.

32. No Partner shall without the written consent of other Partners :-

- Engage or except for gross misconduct, dismiss any employee of the partnership
- Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- Assign, mortgage or charge his or her share" in the LLP or any asset or property thereof or make any other person a partner therein.
- Lend money or give credit on behalf of the 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 LLP by the partner incurring the same.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by all other partner.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered
- Borrow money on behalf of LLP from banks, financial institutions, individuals, firms or any other person.

FIRST PARTY

For B&B Developers and Builders Private Limited

Director

SECOND PARTY

DIN : 01053440

MEETING

33. The meeting of designated partners may be called by giving 7 days noticein writing. In case if any urgent meeting is called the notice requirement is to be waived &ratifiedin writing by all the Partners.

34. The chairman of the meeting of PARTNERS shall be Mr. Pullala Varadharajulu Gopalakrishna.

35. Each partner shall have voting power in proportionate to their capital contribution sharing ratio as mentioned in clause 4 herein.

36. The meeting of the Partners may be called by sending 15 days prior noticein writing to all the partners at their residential address or in case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be waived & ratified in writingby all the Partners.

37. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per convenience of partners.

38. The Limited Liability Partnership shall ensure that decisions taken by it are recorded in the minutes within 10 days of taking such decisions and are kept and maintained at the registered office of the LLP. Copy of the minutes shall be distributed to all the Partners by email or courier.

39. Each partner shall punctually pay and discharge the personal debts and engagement and indemnify the other partners' and the LLP's assets against the same and all proceedings, costs, claims and demands in respect thereof; and

40. Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP's business.

FIRST PARTY

For B&B Developers and Builders Private Limited

SECOND PARTY
Managing Director
DIN : 01053440

DUTIES OF DESIGNATED PARTNER

41. The First Party and Second Party shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

42. 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.

43. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

44. Subject to provisions of U/s. 40(b) of Income Tax Act,1961 the partners may be way of resolution passed in their meeting, may appoint working partner/s from time to time and such partner/s shall be entitled to remuneration as per the resolution passed by partners in their meeting.

45. The 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 LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

CESSATION OF EXISTING PARTNERS

46. Partner may cease to be partner of the LLP by giving a notice in writing of not less than 60 days to the other partners of his/her intention to resign as partner.

47. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying on of any activity / business of LLP with fraudulent purpose.

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

FIRST PARTY

For B&B Developers and Builders Private Limited

SECOND PARTY

Director

DIN : 01053440

EXTENT OF LIABILITY OF LLP

49. 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 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 LLP.

MISCELLANEOUS PROVISIONS

50. 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

51. The books of accounts of the firm shall be kept at the registered office of the LLP for the reference of all the partners.

52. The books of accounts of the Partnership shall be closed for the First time on **31st March 2019.** The accounting year of the 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 LLP till 31st March of the subsequent year.

53. All disputes between the partners or between the Partner and the 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). A sole Arbitrator shall be appointed on mutual terms by the parties. The decision of the Arbitrators shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Chennai.

FIRST PARTY

For B&B Developers and Builders Private Limited

Director

SECOND PARTY

DIN : 01053440

54. Subject to the 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.

55. 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

56. All the pre incorporation expenses relating to incorporation of this LLP, which are borne by Second Partner shall be reimbursed to Second partner within the reasonable period of incorporation LLP

FIRST PARTY

For B&B Developers and Builders Private Limited

Bobby [illegible] Managing Director
DIN : 01053440

SECOND PARTY

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE HANDS THE 29TH DAY of MAY2018, FIRST HEREINABOVE WRITTEN

FIRST PARTYSECONDPARTY

For B&B Developers and Builders Private Limited

Managing Director
DIN : 01053440

WITNESS:

1.

P. YUVARAJ
S/o. R. PANDIYAN, 32, THIYAGARAJAPURAM,
RANGAPURAM, VELLORE - 632009

2

D. KAVITHA
D/o R. Dorairaj, No.210 Main Road,
Thiruvalam -632515.



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Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
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