

महाराष्ट्र MAHARASHTRA ◑ 2022 ◑ BS 575843

NOTARY ★ SEAL OF NOTARY ★ GOVT. OF INDIA Karanjeet Kaur Bakshi Dist. Nagpur (M.S.) INDIA Regn. No. 15229

NOTARIAL R.: ३
ENTRY NO. 7866
DATE 02/03/23

- 8 FEB 2023

FIRST SUPPLEMENTARY LLP AGREEMENT CUM RECONSTITUTION DEED

OF

TAGSURE HOSPITALITY LLP

(Section 23(2) read with First Schedule of the Limited Liability Partnership Act, 2008)

This Agreement Cum Reconstitution Deed of Limited Liability Partnership made at Chandrapur on 01st Day of March 2023 by and between:-

Rachna Wadhwa



महाराष्ट्र MAHARASHTRA ◐ 2022 ◐

NAGPUR TREASURY
BU 800115
14 FEB 2023

Head Clerk / Sr. Clerk



1. TAGSURE HOSPITALITY LLP, a LLP in India having LLPIN as ABZ-1895 incorporated on 24/11/2022 with registered address at Office No.1101 Naniks Ashtavinayak Park Avenue, Nagpur (Urban) Nagpur (M Corp.) Sadar, Nagpur Maharashtra 440001 which expression shall, unless it be repugnant to the subject or context thereof, include it's its directors as well as its legal representatives, liquidators, executors, administrators, successors and assigns also) and hereinafter called as the **LLP**,

..... **Party of the First Part**

AND

2. Mr. Mohit Satishkumar Chadda S/o Satishkumar Chadda (DPIN:-06894670) , R/o B-32 Shastri Nagar Mul Road Near Radha Krishna Mandir Chandrapur, Maharashtra - 442401 which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Existing Designated Partner and Partner.**

..... **Party of the Second Part**

2

AND

3. Mr. Anuj Kishan Chadda S/o Kishan Dogaram Chadda (DPIN:- 06894652) , R/o Shastri Nagar Mul Road B-41Near Radha Krishna Mandir Chandrapur , Maharashtra - 442401,which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Existing Designated Partner and Partner**.

..... Party of the Third Part

AND

4. Mr. Rahul Roshanlal Chadda S/o Roshanlal Chadda (DPIN:- 06900066) , R/o Mul Road B-30 Shastri Nagar Chandrapur , Maharashtra - 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Existing Designated Partner and Partner**.

.....Party of the Fourth Part

AND

5. Mr. Manish Kishan Chadda S/o K D Chadda (DPIN:- 07779782), R/o Shastri Nagar Mul Road B-41Near Radha Krishna Mandir Chandrapur , Maharashtra – 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Existing Designated Partner and Partner**.

.....Party of the Fifth Part

AND

6. Mr. Ayush Sarwan Saluja S/o Mr. Sarwansingh Saluja (DPIN: - 10030096) , R/o Somapavitra Niwas, Chaware Lay Out Plot No 11, 12 Akashwani Road Near Raghunandan Lawn Civil Lines Chandrapur - 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Existing Designated Partner and Partner**.

.....Party of the Sixth Part

AND

7. Mr. Avi Mahendrapalsingh Saluja S/o Mr. Mahendrapal Singh Pavitrasingh Saluja (DPIN:- 10030095), R/o Somapavitra Niwas, Chaware Lay Out Plot No 11, 12 Akashwani Road Near Raghunandan Lawn Civil Lines Chandrapur - 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Existing Designated Partner and Partner**

.....Party of the Seventh Part

AND

8. Mr. Anmol Ranjitsingh Saluja S/o Mr. Ranjitsingh Saluja (DPIN:- 03638817), R/o Somapavitra Niwas, Chaware Lay Out Plot No 11, 12 Akashwani Road Near Raghunandan Lawn Civil Lines Chandrapur - 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assignees and hereinafter called the **Incoming Designated Partner and Partner**

.....Party of the Eighth Part

AND

(Hereinafter Party of the Second Part to Eighth part shall be collectively referred to as Designated Partners and Partners)

AND

9. ORANGE CITY BUSINESS PARK LLP (LLPIN:- AAN-3261) a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 having Plot No. 17, Sushila Society, Sugat Nagar, Ring Road, Jari Na Nagpur Maharashtra 440014 represented by Mr. Shravan Kukreja S/o Ghanshyamdas Kukreja residing at Plot No. 91-92, Kukreja Nagar, Nara Road Jairipatka Nagpur 440014 which expression shall, unless it shall be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **Incoming Partner No.1**

.....Party of the Ninth Part

AND

10. Mrs. Rachna Asheesh Wadhwa, W/o Mr. Asheesh Wadhwa (PAN:- ABGPW0516Q), R/o Plot no. 151-A, Near Sabhagruh, Shivaji Nagar Shankar Nagar Nagpur Maharashtra 440010 which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assignees and hereinafter called the **Incoming Partner No. 2.**

.....Party of the Tenth Part

AND

11. Mr. Anmol Rameshkumar Wadhwa, S/o Mr. Rameshkumar Wadhwa (PAN:- ABKPW1867A), R/o House No-724, Near Noheria Nursing Home, Sector 8, Panchkula, Haryana 134109 which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assignees and hereinafter called the **Incoming Partner No. 3.**

.....Party of the Eleventh Part

AND

12. Mrs. Pallavi Alurwar, W/o Mr. Ravindra Alurwar (PAN:- ABJPA9654N), R/o Gajanan Maharaj Ward, Chandrapur 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Incoming Partner No. 4.**

.....Party of the Twelfth Part

AND

13. Mrs. Jiya Mamidwar, W/o Mr. Piyush Mamidwar (PAN:- ANHPM4147Q), R/o Gajanan Maharaj Ward, Chandrapur 442401, which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and assigns and hereinafter called the **Incoming Partner No. 5.**

.....Party of the Thirteenth Part

(Hereinafter Party of the Ninth Part to* Thirteenth *part shall be collectively referred to as Partners)

All the parties to the agreement collectively referred as PARTIES/PARTNERS.

WHEREAS

A. The designated partners of the LLP have passed the resolution in their meeting held on 01st Day of March 2023 to amend the Initial LLP agreement executed on 28th November, 2022 in terms of admission of new Designated Partners and Partners, Change in Capital Contribution and change in Profit/loss sharing ratio of the Designated Partners and Partners prescribed in the LLP agreement.

B. The Incoming Designated Partners and Partners have agreed to join the LLP as Designated Partners and Partners respectively.

C. The purpose of this Agreement Cum Reconstitution Deed is to admit the Incoming Designated Partners and Partners and to record the terms and conditions which will govern the operations and management of the LLP and the inter-se rights and obligations of the Partners vis-à-vis and the LLP

Rachna wadhwa

in accordance with the terms and conditions hereinafter appearing, from the effective date.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH HEREIN, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. On execution of this Agreement Cum Reconstitution Deed, the incoming designated partners and partners shall be admitted as the designated partners and partners of the LLP and shall contribute the Amount towards capital of the LLP in their capital contribution of this agreement in the bank account of the LLP.

2. On execution of this Agreement Cum Reconstitution Deed, the incoming partners shall be admitted as the partners of the LLP and shall contribute the Amount towards capital of the LLP in their capital contribution of this agreement in the bank account of the LLP.
3. **Designated Partners**

The Existing Designated Partners of the LLP are: -

Sr. No.	Name of the Designated Partners	DPIN of Designated Partners
1.	Mohit Chadda	**06894670**
2.	Anuj Chadda	**06894652**
3.	Rahul Chadda	**06900066**
4.	Manish Chadda	**07779782**
5.	Ayush Sarwan Saluja	**10030096**
6.	Avi Mahendrapalsingh Saluja	**10030095**

From the date of execution of the Agreement Cum Reconstitution Deed, the Designated Partners shall be as follows:

Sr. No.	Name of the Designated Partners	DPIN of Designated Partners
1.	Mohit Chadda	**06894670**
2.	Anuj Chadda	**06894652**
3.	Rahul Chadda	**06900066**
4.	Manish Chadda	**07779782**
5.	Ayush Sarwan Saluja	**10030096**
6.	Avi Mahendrapalsingh Saluja	**10030095**
7.	Anmol Ranjitsingh Saluja	**03638817**

4. **Profit/Loss Sharing Ratio:-**

The Existing Profit/Loss sharing ratio of the LLP:-

Sr. No.	Name of the Partners	Profit/Loss Sharing Ratio in %
1.	Mohit Chadda	**12.5%**
2.	Anuj Chadda	**12.5%**
3.	Rahul Chadda	**12.5%**
4.	Manish Chadda	**12.5%**
5.	Ayush Sarwan Saluja	**25%**
6.	Avi Mahendrapalsingh Saluja	**25%**
	Total	**100%**

From the date of the execution of the Agreement Cum Reconstitution Deed, the Profit/Loss sharing ratio of the LLP shall be revised as follows:

Sr. No.	Name of the Partners	Profit/Loss Sharing Ratio in %
1.	Mohit Chadda	**11%**
2.	Anuj Chadda	**11%**
3.	Rahul Chadda	**11%**
4.	Manish Chadda	**11%**
5.	Ayush Sarwan Saluja	**4.34%**
6.	Avi Mahendrapalsingh Saluja	**4.33%**
7.	Anmol Ranjitsingh Saluja	**4.33%**
8.	Orange City Business Park LLP	**33%**
9.	Rachna Wadhwa	**2.5%**
10.	Anmol Wadhwa	**2.5%**
11.	Pallavi Alurwar	**2.5%**
12.	Jiya Mamidwar	**2.5%**
	TOTAL	**100%**

5. **Capital Contribution Ratio:-**

The Existing Capital Contribution ratio of the LLP:-

Sr. No.	Name of the Partners	Capital Contribution Ratio in %
1.	Mohit Chadda	**12.5%**
2.	Anuj Chadda	**12.5%**
3.	Rahul Chadda	**12.5%**
4.	Manish Chadda	**12.5%**
5.	Ayush Sarwan Saluja	**25%**
6.	Avi Mahendrapalsingh Saluja	**25%**
	TOTAL	**100%**

From the date of the execution of the Agreement Cum Reconstitution Deed, the Capital Contribution ratio of the LLP shall be revised as follows:

Sr. No.	Name of the Partners	Capital Contribution Ratio in %
1.	Mohit Chadda	**11%**
2.	Anuj Chadda	**11%**
3.	Rahul Chadda	**11%**
4.	Manish Chadda	**11%**
5.	Ayush Sarwan Saluja	**4.34%**
6.	Avi Mahendrapalsingh Saluja	**4.33%**
7.	Anmol Ranjitsingh Saluja	**4.33%**
8.	Orange City Business Park LLP	**33%**
9.	Rachna Wadhwa	**2.5%**
10.	Anmol Wadhwa	**2.5%**
11.	Pallavi Alurwar	**2.5%**
12.	Jiya Mamidwar	**2.5%**
	TOTAL	**100%**

Rachna Wadhwa

Jiya.

6. On execution of this Agreement Cum Reconstitution Deed, Clause No. 22 A ,B, C & D pertaining to (Admission and Management of the LLP) of the Initial LLP Agreement dated 28th November 2022, shall be amended as follows: -

A. The right to participate in the management of the LLP shall be as provided in this Agreement as follows:

- Ratification of this LLP Partnership Agreement post-incorporation of the LLP;
- Any alteration to this LLP Agreement;
- The admission of new Partners;
- Appointment of Designated Partner;
- Raising further capital under para above;
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- Winding up and dissolution of the LLP.

In deciding all the matters specified above, unanimous consent of all the Designated Partners and Partners present at a meeting, duly called and held of Designated Partners and Partners shall be required. The decisions so taken shall be recorded in the minutes within ten days of the general meetings and the same shall be kept at the registered office of the LLP.

B. The Designated Partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on by the Designated Partners and shall be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 in terms of sections 7,8 and 9 of the said Act. The Designated Partners may by their unanimous decision delegate their powers to any one or more Designated Partners or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.

C. Every Partner appointed as a Designated Partner by a unanimous consent of the Designated Partners & Partners as stated above shall be entitled to take part in the management of the LLP.

D. Any matter or issue relating to the LLP shall be decided by a unanimous consent of the Partners.

7. This Agreement Cum Reconstitution Deed overrides the LLP Agreement dated 28th November, 2022 made and entered into between the Partner and the LLP only to the extent of the terms amended/ modified herein. All the other terms and conditions of LLP Agreement dated 28th November, 2022 shall continue to remain binding on the existing Partners with full force. This Deed shall form part and parcel of the LLP Agreement dated 28th November, 2022 and shall always be read with the same.

8. The change in the constitution of the LLP made by this Agreement Cum Reconstitution Deed shall be notified or registered under the Limited

Rachna Wadhwa

Liability Partnership Act, 2008 and Rules framed thereunder and as per the legal requirements thereof.

9. Effective date of this agreement shall be date execution of this agreement.

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

Sr.	Name of Partners	Signature	Particulars of Witness
1.	**FOR TAGSURE HOSPITALITY LLP** **(FIRST PARTY)**		**WITNESS** NAME:- ARUN DHAR S/o :- AKHIL DHAR ADDRESS:- INDUSTRIAL ESTATE NEAR SOLAR CHEMICAL CHANDRAPUR 442401 SIGNATURE : Occupation: SERVICES
2.	**MOHIT CHADDA** **(SECOND PARTY)**		**WITNESS** NAME:- Subhash Sinkar S/o :- ADDRESS:- 25 Rajat Vihar Kadbi Chowk Nagpur M.S) 440001 SIGNATURE : Occupation: (Service)
3.	**ANUJ CHADDA** **(THIRD PARTY)**		**WITNESS** NAME:- Rajesh Thakre S/o :- ADDRESS:- New Subhedar lay-out NAGPUR 440001 SIGNATURE : Occupation: Service
4.	**RAHUL CHADDA** **(FOURTH PARTY)**		**WITNESS** NAME:- Rajesh P. Thakre S/o :- ADDRESS:- New Subhedar lay-out NAGPUR 440001 SIGNATURE : Occupation: Service
5.	**MANISH CHADDA** **(FIFTH PARTY)**		**WITNESS** Ankush Denkar NAME:- S/o :- Ramesh Denkar ADDRESS:- Hudkeshwar Road Sanmarg Nagar Nagpur 440012 SIGNATURE : Occupation:
6.	**AYUSH SARWAN SALUJA** **(SIXTH PARTY)**		**WITNESS** Umashankar Kamthe NAME:- S/o :- Shriram Kamthe ADDRESS:- R.S. Sathe marg Dhantoli Nagpur - 440012 SIGNATURE : Occupation: SERVICE

7.	**AVI MAHENDRAPALSINGH SALUJA** **(SEVENTH PARTY)**		**WITNESS** NAME:- Ashwin G. Thule S/o :- ADDRESS:- Indora Chowk SIGNATURE : Occupation: Nagpur 440012
8.	**ANMOL RANJITSINGH SALUJA** **(EIGHTH PARTY)**		**WITNESS** NAME:- Sahith Sheikh S/o :- ADDRESS:- Indora Chowk SIGNATURE : Occupation: Nagpur 440012
9.	**ORANGE CITY BUSINESS PARK LLP REPRESENTED BY MR. SHRAVAN KUKREJA** **(NINTH PARTY)**		**WITNESS** NAME:- Sahil Nagrale S/o :- ADDRESS:- Indora Chowk 440001 SIGNATURE : Sahil Nagrale Occupation: Nagpur
10.	**RACHNA WADHWA** **(TENTH PARTY)**	Rachna Wadhwa	**WITNESS** mohit Raut NAME:- S/o :- HAJARI PAHAD ADDRESS:- NAGPUR 440001 SIGNATURE : Occupation: mohit Raut
11.	**ANMOL WADHWA** **(ELEVENTH PARTY)**		**WITNESS** Digambar Shashtri NAME:- S/o :- ADDRESS:- Khapri Naka, Nagpur 440001 SIGNATURE : Digambar Shashtri Occupation:
12.	**PALLAVI ALURWAR** **(TWELFTH PARTY)**		**WITNESS** NAME:- Ankit Suresh Turkar S/o :- ADDRESS:- plot No 69, Kharbi nagpur. 440012 SIGNATURE : Occupation:

SEAL OF NOTARY Karamjeet Kaur Bakshi Dist. Nagpur (M.S.) INDIA Regn. No. 15229 GOVT. OF INDIA

Attested
2/3/23
KARAMJEET KAUR BAKSHI
Advocate & Notary
NAGPUR-440002 (MAHARASHTRA)

SEAL OF NOTARY Karamjeet Kaur Bakshi Dist. Nagpur M.H. India GOVT. OF INDIA

13.	**JIYA MAMIDWAR** **(THIRTEENTH PART)**	Jiya.	**WITNESS** NAME:- Hariom Gupta S/o :- Purshottam Gupta ADDRESS:- 29, Shilp nagar, Katol Road, Nagpur 440013 SIGNATURE : Occupation: Manager Account

SEAL OF NOTARY ★ Karamjeet Kaur Bakshi ★ Dist. Nagpur M.H. India ★ GOVT. OF INDIA

Attested
Bakshi
2/8/23
KARAMJEET KAUR BAKSHI
Advocate & Notary
NAGPUR-440002 (MAHARASHTRA)

SEAL OF NOTARY ★ Karamjeet Kaur Bakshi ★ Dist. Nagpur (M.S.) INDIA Regn. No. 15229 ★ GOVT. OF INDIA

NOTARIAL