### Om Prakash Gupta Notary Govt. of India

Siliguri Bar Association, Siliguri Court, Dist. Darjeeling, W.B. \* Chamber Cum Residence Gupta House, Tinbatti More Sree Pally, Opp. More Service Petrol Pump, P.O. Siliguri Bazar-05, Dist. Jalpaiguri (W.B.) Cell- 9641756394 E-mail: omp072612@gmail.com

Professional Address

Serial No. .....

### NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Om Prakash Gupta, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on Its being executed, admitted and identified by the respective signatories and as also by Mr./Mrs./Miss..... ......Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the:

L-L-P Agreeus

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the ...................... day of in the year of Christ 20

The executentis is/are identified by me:

1 2 FEB WILLOM PRAOm Prakash Gupta Notary Cont. Of India Notary

Siller

Regu. Lo. 13778 Siliguri, Dist. Darjeeling

NOTARIAL STAMP



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AC 312359



THIS Agreement of LLP made at Siliguri, West Bengal on this 20<sup>TH</sup> Day of July, 2021.

MAKSHVA ANI BUILDERS L...

NAKSHVAANI BUILDERSILLP

Partner

NAKSHVAANI BUILDERS LLP

K. K. Agarwat

Partitul

WAKSHVAANI BUILDERS LL

Parznar

OM PRAKASH GUPTA Natary Com. Of India Siligun, Duneeling Regd. No. 13779



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

AB 434011

### LLP AGREEMENT

THIS Agreement of LLP made at Siliguri, West Bengal on this 20TH Day of July, 2021.

NAKSHVAANI BUILDERS LLP

NAKSHVAANI BUILDERS LLP K. K. Agarun

Partner

NAKSHVAANI BUILDERS LLP Akar Agarnal

Partner

C8v/62) 2 OM PRAKASH GUPTA Nalary Govt, Of India. Siliduri Darjeeling

Regd. No.- 13778

#### BETWEEN

 Mr. ASHISH AGARWAL, S/o SRI KISHAN AGARWAL, R/o OODLABARI BAZAR , MANABARI, JALPAIGURI ODLABARI 735222 WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the FIRST DESIGNATED PARTNER)

AND

2. Mr. BIKASH AGARWAL, S/o SRI KISHAN AGARWAL, R/o ODLABARI, MANABARI, SILIGURI 735222 WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the SECOND DESIGNATED PARTNER)

AND

3. Mr. KISHAN KUMAR AGARWAL, S/o LATE BISHNATH AGARWAL, R/o ODLABARI, MANABARI, SILIGURI 735222 WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the THIRD DESIGNATED PARTNER)

Mr. AKASH AGARWAL, S/o SRI KISHAN KUMAR AGARWAL, R/o MIDDLE OODLABARI, DIST: JALPAIGURI, OODLABARI 735222N WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the FOURTH DESIGNATED PARTNER)

(ALL THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS)

NOW the First, Second and Fourth Party are willing to introduce their Land in the LLP as capital Contribution and that they intend to write down the terms and MAKSHVAANI BUILDERS LLE

conditions of the said introduction of Land

NAKSHVAANI BUILDERS LLP Partnot **MAKSHVAANI BUILDERS** 

OM PRAHASH GUPTA

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

- That this Agreement is supplement to the Limited Liability Partnership Agreement dated 10.01.2020.
- That a Limited Liability Partnership shall continue to be carried on in the name and style of <u>NAKSHVAANI BUILDERS LLP</u> and (hereinafter referred to as 'LLP').
- That the LLP as constituted under this Deed shall be deemed to have commenced on the 10<sup>th</sup> DAY of JANUARY, 2020.

4.

a. That the Total Contribution (Fixed Capital) of the LLP shall be Rs. 40,000/-(Rupees Forty Thousand Only) which shall be contributed by all the parties to this Agreement in the following proportions:

First Party 25% i.e. Rs 10,000/- (Rupees Ten Thousand Only)

Second Party 25% i.e. Rs 10,000/- (Rupees Ten Thousand Only)

Third Party 25% i.e. Rs 10,000/- (Rupees Ten Thousand Only)

Fourth Party 25% i.e. Rs 10,000/- (Rupees Ten Thousand Only)

That the further Contribution, if any, required by the LLP, shall be brought by the partners from time to time.

b. That the First, Second and the Fourth Partner jointly owns a Land Measuring 8 Katha, 5 Chattak, 29 Sq. Ft. vide Deed No 1-2291/2020 dated 04.06.2020 and Deed No - 2363/2020 dated 09.06.2020 more specifically described in Schedule A and Schedule

c. That the First, Second and the Fourth Partner jointly introduces the said Land as Capital Contribution and the said Capital Contribution shall be treated as Fluctuating Capital.

NAKSHVAANI BUILDERS LLP

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- d. That the said land so contributed in the firm by way of capital contribution by the First, Second and the Fourth Parties as above shall be deemed to be in the nature of stock in trade in the firm.
- e. THAT the Fluctuating capital of the First, Second & the Fourth Party shall be the value of the Land contributed by the First, Second & the Fourth Party in the firm and valued at Rs. 96,45,000/- (Rupees Ninety-Six Lakh Forty-Five Thousand) only and these value shall be considered as Fluctuating Capital contribution in the firm of the First, Second & the Fourth Party i.e. Rs. 32,15,000/- (Thirty-Two Lakhs Fifteen Thousand Only) for each party.

Except as modified by this agreement, other Terms & Conditions of the Original LLP Agreement Dated 10.01.2020 shall be in force.

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

Witness:

a) Name: PIYUSh Agamal.

b) Address: Sevoke Road, Siliquin

c) Signature: Makshvaani Builders L.

Bikash Agarwal

Nakshvaani Builders

Bikash Agarwal

Nakshvaani Builders

KISHAN KUMAR AGARWAL

Nakshvaani Builders

KISHAN KUMAR AGARWAL

Nakshvaani Builders

Akash Agarwal

Nakshvaani Builders

Akash Agarwal

OM PRAILSH GUPTA Notiny Govi. Of India Siliguri, Darjeeling Regd. No.- 13778

### SCHEDULE - A

#### (DESCRIPTION OF THE LAND)

All that piece or parcel of VACANT LAND measuring 2 KATAH, situated within MOUZA DABGRAM, appertaining to and forming part of R.S Plot No. 164/419, Recorded in R.S. Khatian No. 631, under R.S. Sheet No. 5 corresponding to L.R Plot No. 511, Recorded in L.R. Khatian Nos. 1509 and 1513, under L.R. Sheet No. 4, JL. No. 2, within the jurisdiction of Ward No. 42 of siliguri Municipal Corporation, Sarbapally Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal. The classification of the said land is bastu and proposed land use is also bastu.

#### The said land is butted and bounded as follows:-

By North ... Land of Purchasers

By South ... 30 feet wide Metal Road,

By East ... Land of Suresh Bansal and Others,

By West ... Land of Binod Chowdury and Others.

#### SCHEDULE - B

### (DESCRIPTION OF THE LAND)

All that piece or parcel of VACANT LAND measuring 6 KATAH 5 Chattak 29 Square Feet, situated within MOUZA DABGRAM, appertaining to and forming part of R.S Plot No. 164/419, Recorded in R.S. Khatian No. 631, under R.S. Sheet No. 5 corresponding to L.R Plot No. 511, Recorded in L.R. Khatian Nos. 1509 and 1513, under L.R. Sheet No. 4, JL. No. 2, within the jurisdiction of Ward No. 42 of siliguri Municipal Corporation, Sarbapally Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal. The classification of the said land is bastu and proposed land use is also bastu.

#### The said land is butted and bounded as follows:-

By North ... Land of Binod Chowdury and Others.

By South ... Land of Sri Dharam Prakash Singh & Smt. Nisha Singh

By East ... Land of Suresh Bansal and Others,

By West ... Land of Binod Chowdury and Others.

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Partner

WAKSHVAANI BUILDERS LLP WAKSHVAANI BUILDERS L.

VAKSHVAANI BUILDERS LL

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NAKSHVAANI BUILDERS LLF

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OM PRAKAEH GUPTA Notary Cout. Of India Siligun, Darjaeling

Regd, No.- 137780 2 FEB 202

Zanchan Bhadra
Advocate
NOTARY
GOVT. OF INDIA

\* OF IND

Serial No....

\* Office Address :

Hawker's Corner, Stall No. B/33 Near "Gana Natya" Office No.1 Rail Gate, PO. Siliguri Dist. Darjeeling, Pin - 734001 Contact No. 9434871863

\* Residence:

"Matri Bhawan"
Bhaktinagar (West), Deshpriya Sarani
W-No. 34, Near satsangha Ashram &
Behind Aurobindha Society
PO. Bhaktinagar, Dist. Jalpaiguri
Pin - 734007
Contact No. 9434871863

Date .... 29 .. 04 ... 22

# **Notarial Certificate**

(Pursuant to section 8 of the Notaries Act. 1952)

Accordingly to that this is to certify, authenticate and attest that the annexed instrument "A" is the :

L.L.P. Do weement

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs or occasions shall or may required for the same.

In faith and testimony where of being required of Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the

294 day of 14 en 16 20 20

Kanchan Bhadra

Reg. No. 13784/2018

Siliguri, Dist. Darjeeling

The Executant/s is / are Identified by me :

1 veg

NOTARY STAMP

Advocate



शन्द्रियविका पश्चिम विमाल WEST BENGAL

AE 953132

## SUPPLEMENTARY LLP AGREEMENT OF

# NAKSHVAANI BUILDERS LLP

THIS Agreement of LLP made at Siliguri, West Bengal on this 01st Day of March, 2022.

Phistogen Agarwal

Month

KANCHAN BHADRA Notary, Siliguri Apptd by Govt. Of India



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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# SUPPLEMENTARY LLP AGREEMENT OF

# NAKSHVAANI BUILDERS LLP

THIS Agreement of LLP made at Siliguri, West Bengal on this 01st Day of March, 2022.

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KANCHAN BHADRA Notary, Siliguri Apptd by Govt Of India



 Mr. ASHISH AGARWAL, S/o SRI KISHAN AGARWAL, R/o OODLABARI BAZAR, MANABARI, JALPAIGURI ODLABARI 735222 WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the FIRST DESIGNATED PARTNER)

### AND

 Mr. BIKASH AGARWAL, S/o SRI KISHAN AGARWAL, R/o ODLABARI, MANABARI, SILIGURI 735222 WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the SECOND DESIGNATED PARTNER)

### AND

3. Mr. KISHAN KUMAR AGARWAL, S/o LATE BISHNATH AGARWAL, R/o ODLABARI, MANABARI, SILIGURI 735222 WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the THIRD DESIGNATED PARTNER)

### AND

4. Mr. AKASH AGARWAL, S/o SRI KISHAN KUMAR AGARWAL, R/o MIDDLE OODLABARI, DIST: JALPAIGURI, OODLABARI 735222N WB IN, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the FOURTH DESIGNATED PARTNER)

Whereas the Existing Partners are carrying on the business of estate agents, housing and land agents and property dealers and for the purpose to advertise and assist for sale or purchase, to find out or introduce purchasers and vendors of land, buildings, flats and other properties under the name and style of NAKSHVAANI BUILDERS LLP (LLPIN AAR-5766 at SHOP NO. F 18, P B R TOWERS PVT LTD, FIRST FLOOR

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KANCHAN BHADRA Notary, Siliguri Apptd by Govt. Of India Bircosh Afronwood

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## N/R DON BOSCO MORE, 2ND MILE SVK RD, SILIGURI Jalpaiguri WB 734001

IN in terms of Limited Liability Partnership Agreement dated 10th January, 2020.

In terms of the Limited Liability Partnership Agreement, Dated 10<sup>th</sup> January, 2020 under the provisions of Limited Liability Partnership Act, 2008,

- (a) The Third Party has given notice in writing to the LLP of his desire to retire from the said LLP after execution of this Supplementary LLP Agreement.
  - (b) The Partners have discussed and mutually agreed for the retirement of Third Party as Designated Partner from the LLP as per the terms and conditions stated herein below:

## Now, this Deed witnessed as follows:

- 1. That this Agreement is supplement to the Limited Liability Partnership Agreement dated 10.01.2020 and supplementary Deed Dated 20.07.2021
- That the Third Party shall be retired as Designated Partner from the LLP after execution of this Supplementary LLP Agreement.
- 3. That the total Contribution of the LLP shall be Rs. 40,000/- (Rupees Forty Thousand Only) which shall be contributed by all the parties to this Agreement in the following proportions:

First Party Rs. 13,334/- (Rupees Thirteen Thousand Three Hundred

Thirty-four Only)

Second Party Rs. 13,333/- (Rupees Thirteen Thousand Three Hundred

Thirty-three Only)

Fourth Party Rs. 13,333/- (Rupees Thirteen Thousand Three Hundred

Thirty-three Only)

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Notary, Siliguri
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4. The net profits of the LLP arrived at after providing for payment of remuneration to partners and interest to partners on the loan given by them shall be divided in the following proportion:

To the said Mr. Ashish Agarwal - 33.3.4%

To the said Mr. Bikash Agarwal - 33.33%

To the said Mr. Akash Agarwal - 33.33%

- That whereas the losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in the aforesaid proportions.
- Except as modified by this agreement, the LLP Agreement of date 10<sup>th</sup> January, 2020 shall hereafter be read and construed as if the same had been executed by the Existing Partners hereto.

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

FOR NAKSHVAANI DEVELOPERS LLP

Witness:

ASHISH AGARWAL

a) Name: Piyush Agarwal Address: Sevolle Read, Siligani

Signature: Miguel Afanos of

BIKASH AGARWAL

**AKASH AGARWAL** 

KANCHAN BHADRA

Notary, Siliguri

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