भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गाल पश्चिम बंगाल WEST BENGAL

V 654939

DEED OF LIMITED LIABILITY PARTNERSHIP

THIS DEED OF LIMITED LIABILITY PARTNERSHIP OF SILVERARCADE REALITY LLP made this the 26th day of February, 2016 BETWEEN

(1) ***MR. ASHOK KUMAR AGARWALLA*** son of Shri Govind Prasad Agarwalla, by caste Hindu, by occupation Business, at present residing at 110G, N. S. C. Bose Road, Kolkata – 700 040, hereinafter referred to as party hereto of the FIRST PART (which expression unless repugnant to the context shall include their respective heirs, successors, administrators and assigns)

(2) ***MR. BHAGWAN DAS AGARWAL*** son of Shri Narsingh Lal Agarwal, by caste Hindu, by occupation Business, at present residing at Flat no. 13 & 14C, 13th Floor, HIG IV, Green Wood Sonata, New Town, Phase II D, Kolkata- 700157, hereinafter referred to as party hereto of the SECOND PART (which expression unless repugnant to the context shall include their respective heirs, successors, administrators and assigns)

(3) ***MR. PRAVIN K SIROHIA*** son of Shri Mohan Lal Sirohia, by caste Hindu, by occupation Business, at present residing at 48/2/1, Dr. Suresh Sarkar Road, Kolkata – 700 014, hereinafter referred to as party hereto of the THIRD PART

26 FEB 2016

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Rabindranath Shah

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Silverarcade Realty LLP.

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ঠিকানা

9/12. Lal Bazar Street,

Block-'A' 1st Floor, Room No-13

Kolkata - 700001

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0 2 FEB 2016

100x1 = 100/-

50x1 = 50/-

= 150/-

भारतीय गैर न्यायिक

भारत

पचास रुपये

रु.50

FIFTY RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL R 891866

(which expression unless repugnant to the context shall include their respective heirs, successors, administrators and assigns)

(4) ***MR. KALYAN RUDRA*** son of Shri Nirmal Kumar Rudra, by caste Hindu, by occupation Business, at present residing at B-1-33-4, M.A.M.C Colony, Ward 24, Durgapur New Township, Durgapur – 713 210, hereinafter referred to as party hereto of the FOURTH PART (which expression unless repugnant to the context shall include their respective heirs, successors, administrators and assigns)

(5) ***MR. SAYANTAK DAS*** son of Shri Dipak Kumar Das, by caste Hindu, by occupation Business, at present residing at 35A, Mahendra Sarkar Street, Kolkata - 700012, hereinafter referred to as party hereto of the FIFTH PART (which expression unless repugnant to the context shall include their respective heirs, successors, administrators and assigns)

(6) ***MR. RABINDRA NATH GHOSH*** son of Late Tarak Chandra Ghosh, by caste Hindu, by occupation Business, at present residing at Village – Moyrary, P.O. – Meghsar, P.S. – Pandua, Dist. _ Hooghly, Pin Code – 712 149, West Bengal, hereinafter referred to as party hereto of the SIXTH PART (which expression

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[illegible]

[illegible]

0 2 FEB 2016

Silverarcade Realty LLP.

9/12. Lal Bazar street,

Block-'A' 1st Floor, Room No-13.

Kolkata - 700001

0 2 FEB 2016

100x1 = 100/-
50x1 = 50/-
= 150/-

unless repugnant to the context shall include their respective heirs, successors, administrators and assigns)

WHEREAS the party hereto of the **FIRST, SECOND, THIRD, FOURTH, FIFTH** and **SIXTH PART** are desirous of entering into a Limited Liability Partnership *(hereinafter called LLP)* under the name & style of "**SILVERARCADE REALITY LLP**";

AND WHEREAS it is deemed necessary and expedient that the terms, conditions and stipulations under which the party hereto of the FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH PARTS (hereinafter collectively referred to as the 'PARTNERS') have agreed to become partners in the said business be reduced into writing;

NOW THEREFORE THIS DEED OF LIMITED LIABILITY PARTNERSHIP WITNESSETH AND THE PARTNERS hereto hereby agree as follows:

1. THAT the name and style of the LLP Firm shall be "**SILVERARCADE REALITY LLP**";
2. THAT the provisions of this deed of LLP shall be effective from 26th February, 2016.
3. THAT the LLP shall have its Office at 9/12, Lal Bazar Street, Block – A, 1st floor, Room No. 13, Kolkata – 700 001, However, the partners shall be at liberty to change the office, open new office/offices, branch/ branches, factory/factories etc. at such other place or places as they may decide from time to time;
4. The Partnership shall commence on the date of registration of the LLP, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement by consent of all Partners for the time being of the LLP.
5. THAT the business of the LLP firm shall be :

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Sayantak Das
Rabindra nath Ghosh

5.1 To carry on the Partnership business of acquire land by purchase, lease or otherwise and to develop the same for residential, industrial, commercial purposes and to dispose them off by way of sale, lease or otherwise and to act as land developers, promoters, landscape planners, civil/layout consultants and /or to deal in properties, any interest, rights, privileges therein in any part of the world and all type of civil works and also act as civil engineers, architectural designers, interior designers and decorators or otherwise of any Company, Corporation, Firm or person, until and unless changes as mutually agreed upon by all the partners for the time being of the LLP.

5.2 However, the firm shall be at liberty to deploy the surplus funds as the partners may deem fit. The LLP may also embark on any other line or lines of business or businesses, to start, take over and run industry or industries as may mutually be decided and agreed upon amongst the partners from time to time.

5.3 (i) The total contribution of capital of the said LLP shall be Rs. 4,00,000/- (Rupees Four Lacs only) which shall be contributed by the partners in the following proportions-

First Part – Rs. 80,000/- (Rupees Eighty Thousand only).

Second Part - Rs. 80,000/- (Rupees Eighty Thousand only).

Third part - Rs. 80,000/- (Rupees Eighty Thousand only).

Fourth part - Rs. 80,000/- (Rupees Eighty Thousand only).

Fifth part - Rs. 60,000/- (Rupees Sixty Thousand only).

Sixth part - Rs. 20,000/- (Rupees Twenty Thousand only).

(ii) THAT the partners' capital as reflected from the respective Capital Account of the partners from time to time, shall carry interest at such rate as may be agreed upon amongst the partners. However, such rate shall not exceed the maximum rate allowed under the Income Tax Act, 1961 from time to time.

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Sayantak Das

(iii) However, in case of lower income the rate of interest may be lowered or in case of loss, the rate of interest may be "NIL" and may differ from year to year if so decided mutually amongst the partners;

(iv) Such interest shall be calculated and credited to the account of each partner at the close of the accounting year.

(v) The Partners are also at liberty to maintain Current Accounts with the LLP. Interest at such rates may be paid on the balances of the Current Account as agreed upon amongst partners from time to time. This Interest rate may differ from the rate of interest payable on Capital Account but it shall not exceed the maximum rate allowed under the Income Tax Act, 1961 from time to time. In case of lower income the rate of interest may be lowered or in case of loss, the rate of interest may be "NIL" and may differ from year to year if so decided mutually amongst the partners.

5.4 The Parties hereto shall be bound to be Partners of the LLP till the loan component of theirs is completely paid back by the LLP.

5.5 If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners. Existing loans advanced or deemed as advanced by the Partners to the LLP shall not be convertible into such capital contribution.

5.6 The obligation of a Partner to contribute (i) money or (ii) other property or benefit or to perform services to the LLP under this Agreement, shall be a debt due from him to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP in so far as every partner may take part in its management.

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It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

5.7 This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within 15 days of the LLP's registration, and it shall be the responsibility of the all four Designated Partners of the LLP to comply with the same.

5.8 After the LLP's registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners, with the approval of the general meeting of Partners.

SAMIR BHATTACHARYA ★ NOTARY, CAL... Regd No 040/97 Govt. of India

6. (a) THAT Designated Partners having agreed to work as such shall be entitled to remuneration to be calculated as provided in the Income Tax Act.

(b) The remuneration to the partners shall be credited to his accounts at the close of the accounting period when the final accounts of the LLP are made up and the amount of remuneration shall fall due to him as determined in the above manner.

(c) The Partners shall be entitled to increase or reduce the above remuneration. The Parties hereto may also agree to revise the mode of calculating the above mentioned remuneration as may be agreed to by and amongst the partners from time to time.

(d) For the purpose of above calculation, "BOOK PROFIT" shall have the meaning as provided in the Income Tax Act, 1961.

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Rahin Lenath Chatt Kalyan

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7. The Net Profit or Loss of the business as per the accounts maintained by the partners after deducting all the expenses incurred in relation to the carrying on the business of the partnership, interest on partners' capital and commission / remuneration shall be distributed and divided amongst the partners in the following ratio:

Sl. No.	Name of the partners	Ratio
1.	***MR. ASHOK KUMAR AGARWALLA***	*20*
2.	***MR. BHAGWAN DAS AGARWAL***	*20*
3.	***MR. PRAVIN K SIROHIA***	*20*
4.	***MR. KALYAN RUDRA***	*20*
5.	***MR. SAYANTAK DAS***	*15*
6.	***MR. RABINDRA NATH GHOSH***	*5*

However, for the purpose of Income Tax, the losses if any, shall be carried forward to be set off against future income as may be prescribed under the Income Tax Act, 1961.

8. THAT the first accounts of the LLP shall be prepared from 26th day of February, 2016 to 31st March, 2016 and thereafter from 1st April to 31st March every year.

9. THAT proper books of accounts of the LLP business shall be maintained regularly and the entries of all transactions relating to the LLP business shall be entered therein. Each of the Partners shall have full access to the Books of Accounts of the LLP business at all reasonable times and each partner shall be at liberty to take such extracts there from as may be thought fit and proper.

10. THAT each partner shall have such drawing accounts with the firm as may be mutually agreed upon amongst the partners. However, nothing contained herein shall prelude the partners from withdrawing any amount from partnership firm against the amount standing to the credit of their current accounts ;

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19. THAT if any of the partners-

(a) is declared insolvent or becomes subject of insolvency laws of the land or enters into compromise or arrangement with his creditors ;or

(b) becomes addicted to betting or gambling of any kind or speculating with or for the benefit of his creditors, or otherwise to any conduct which is considered detrimental to this partnership by other partners; or

(c) becomes physically/mentally unfit or is declared lunatic and is unable to attend the business of the partnership or remain absent without sanction of the remaining partners ;or

(d) Commits any criminal offence and is declared guilty by any Court of Law; or

(e) do any act which would be a ground for the dissolution of this partnership by the court;

(f) Is declared Civil in the records of the banks and due to whom receiving loans becomes impossible then and in such case the remaining partners by notice in writing served upon the firm determine the partnership as regards the offending or incapacitated partner and all the foregoing provisions of this Deed of LLP regarding voluntary retirement or death of a partner shall apply in relation to the settling of accounts of such partner.

20. THAT the other terms and conditions, save and except as mentioned above, shall be determined in accordance with the Limited Liability Partnership Act, 2008 or any statutory modification thereof.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day, month, and year first above written:

WITNESSES:-

1 Goenka
112, Ashutosh Mukherjee Rd.
Kolkata 700025

1. ____________

PARTY OF THE FIRST PART

2. ____________

PARTY OF THE SECOND PART

2 Chandan Das

CHANDAN DAS

9/12 Lalbazar street

Kolkata - 700001

3. Ramesh K Singh

PARTY OF THE THIRD PART

4. Kalyan

PARTY OF THE FOURTH PART

5. Sayantak Das

PARTY OF THE FIFTH PART

Identified by me:
Asif Ali
Advocate

Rabindranath Chatt

6.

PARTY OF THE SIXTH PART

SAMIR BHATTACHARYA
Regd No. 940/97
Govt. of India
NOTARY, CALCUTTA

Samir Bhattacharya
Notary, Govt. of India
Regd. No.-940/97
City Civil Court, Calcutta

Signature/s of the Executant/s are Attested on the Identification of the Advocate

Notary

26.2.16

26 FEB 2016