

Om Prakash Gupta
Notary
Govt. of India

* Professional Address
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

06 MAR 2021

Serial No. Dated

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. Prateek Anand 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:

Agreement de United Liability Partnership.

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



NOTARIAL STAMP

The executentls is/are identified by me :

Prateek Anand
Advocate

Om Prakash Gupta

Om Prakash Gupta
Notary

OM PRAKASH GUPTA
Notary Govt. Of India
Siliguri, Darjeeling
Regd. No.- 13778

Siliguri, Dist. Darjeeling



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 413863



THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at
Siliguri on this 01th day of March Two Thousand Twenty One

Om Prakash Gupta

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Notary Govt. Of India
Siliguri, Darjeeling
Regd. No.- 13778

Prakash Agawal
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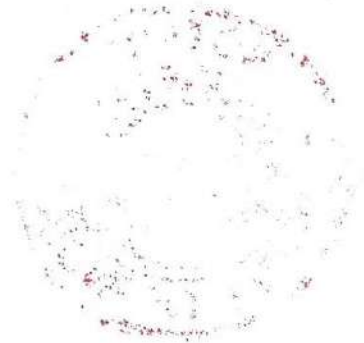
Saket Agnesh

Hemant Saha

Prakash

SL. NO. 28942 Date 15.1.2021
PURCHASER Dwarika 2 Sitem Developer, LLP
Full Address Siliguri
Total Value 100/-
Stamp Purchased from JPG Treasury-1

JRD
STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajgani, Jalpaiguri



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INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at
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Regd. No.- 13778

Prateek Agrawal

Hemant

Saket Agrawal

Hemant Saha

Prateek

01 MAR 2021

SL.NO. 28953 Date 15.1.2021

PURCHASER Dwarika & Sitani Developer LLP

Full Address Siliguri

Total Value 50/-

Stamp Purchased from JPG Treasury-1

JBD

STAMP VENDOR
JAYA RANI DAS

Licence No.1 of 99-2000
Addl. DSR Office, Raiganj, Jalpaiguri

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B E T W E E N

(1) MR. PRATEEK AGARWAL (PAN NO : BUQPA6743P) son of Deepak Kumar Agarwal by faith Hindu, by occupation business, residing at Rail Gate No. 1, (Rasraj Sweet Paurlor) Mahabristhan, P.S. – Siliguri, Siliguri – 734001 hereinafter referred to as the **FIRST PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the FIRST PART.

Handwritten signature

A N D

(2) MR. MRINAL AGARWAL (PAN NO : AKSPA1033F) son of Mr. Naresh Kumar Agarwal by faith Hindu, by occupation business, residing at Marvel Enterprise, S.F. Road, opposite HDFC Bank, P.S. – Siliguri, Siliguri – 734005, hereinafter referred to as the **SECOND PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the SECOND PART.

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A N D

(3) MR. SAKET AGARWAL (PAN NO : AJFPA4973N) son of Mr. Narendra Agarwal by faith Hindu, by occupation business, residing at 2, S.F Road, Jalpaimore, Siliguri-734005, West Bengal, hereinafter referred to as the **THIRD PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the THIRD PART.

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AND

(4) **MR. ADITYA SITANI (PAN NO : AKRPS4179F)** son of Mr. Nirmal Kumar Agarwal by faith Hindu, by occupation business, residing at Sitani Building, Dinbazar, Ward No 5, Jalpaiguri, West Bengal-735101, hereinafter referred to as the **FOURTH PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the FOURTH PART.

Aditya Sitani

Hemant Sitani

AND

(5) **MR. HEMANT KUMAR SITANI (PAN NO : BDSPTS6111E)** son of Mr. Nirmal Kumar Agarwal by faith Hindu, by occupation business, residing at Sitani Building, Dinbazar, Ward No 5, Jalpaiguri, West Bengal-735101, hereinafter referred to as the **FIFTH PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the FIFTH PART.

Saket Agarwal



(THAT ALL THE PARTIES TO THIS AGREEMENT SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

That the Partners of this agreement are willing to start a business together and give a chance to their idea, the Partners have agreed to pursue the same in form of LLP (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.

Nirmal Kumar Agarwal

NOW IN PURSUANCE TO FORMATION OF LLP AND TO DEFINE CERTAIN TERMS AND CONDITION AMONG THE PARTNERS, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

NAME OF THE PARTNERSHIP:

That the name and style of Limited Liability Partnership firm shall be **"DWARIKA & SITANI DEVELOPERS LLP"** or such other name as may be unanimously agreed upon by all partners.

Prateek Agarwal

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REGISTERED OFFICE :

The registered office of the limited liability partnership shall be situated at C/O Ayur Marketing Pvt Ltd ,19,Burdwan Road,Siliguri-734005 but may be shifted and/or extended to such other place or places as may be unanimously decided by the partners.

BUSINESS OF THE PARTNERSHIP :

The business of the limited liability partnership shall interalia be:

- i) Undertaking development of real estate and properties for residential and commercial purposes.
- ii) To build develop promote and finance directly or indirectly multistoried and other buildings and develop projects for sale of flats, office spaces, commercial spaces other areas and spaces and/or rights therein to diverse persons on ownership basis or otherwise and for this purpose to do all necessary acts deeds and things that are required to be done.
- iii) To act as promoters and developers of real estates & projects and dealing in properties and projects.

CAPITAL CONTRIBUTION :

The capital of the limited liability partnership shall be Rs. 5,00,000/- (Rupees Five Lakhs Only). Each of the partners shall contribute to the capital of the said limited liability partnership business in proportionate to his respective share in the said limited liability partnership business and same shall be credited in their respective CAPITAL ACCOUNTS and shall not carry any interest.

- ii) In the event of any further amount required for the purpose of carrying on business of the limited liability partnership, the partners are entitled to contribute such amount/amounts and the same shall be debt due from the limited liability partnership firm to the partners. Such amount shall be credited to the CURRENT ACCOUNT of the partner and same shall carry interest @ 12% per annum or such other rate as may be mutually agreed upon but subject to the limit prescribed under Income Tax Act, at the relevant time.

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Memorandum

Saket Agarwal.

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Prateek Agarwal.



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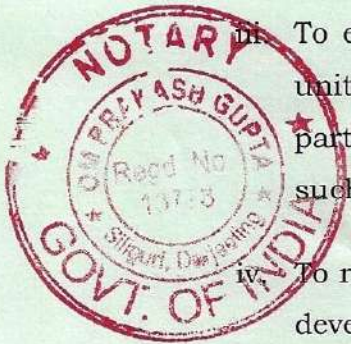
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MANAGEMENT :

The business of the limited liability Partnership shall be under the supervision of the following DESIGNATED PARTNERS viz. (1) MR. PRATEEK AGARWAL (2) MR. SAKET AGARWAL (3) ADITYA SITANI (4) HEMANT SITANI and they shall be entitled to and are hereby authorized to look after the day to day management and administration and/or control of the affairs of the limited liability partnership business and/or its properties and for the aforesaid purposes each one of them shall jointly and/or severally be entitled to and are hereby authorized by the other partners :-

- i. To look after manage the development and/or undertaking of development of the properties which may be acquired on ownership by the partnership business or by acquiring development right.
- ii. To sign and submit plan or plans for construction of any proposed building to the authorities concerned and for the aforesaid purpose to sign and execute all deeds documents instruments plans papers undertaking indemnities as may be necessary and/or required.
- iii. To enter into agreement for sale and transfer of the various flats, units apartments constructed spaces and car parking spaces or any part or portion of the project on such terms and conditions and for such consideration as any one of them may deem fit and proper.
- iv. To represent, sign and submit by any partner, all papers relating to development, plan sanction and all other works relating to any property in the office of Siliguri Municipal Corporation and Siliguri Jalpaiguri Development Authority.
- v. To pay and receive realize and collect all amounts which may become payable and receivable and to grant effectual receipts and/or discharges therefore.
- vi. And generally to do all other acts deeds and things as may be necessary and/or required from time to time to conduct all types of real estate business.



Prateek Agarwal

Hemant Sitani

Saket Agarwal

Aditya Sitani

Prateek Agarwal

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BANK ACCOUNT/S :

That the Bank Account or Accounts shall be opened in the name of Limited Liability Partnership firm with such bank or banks as the Partners may decide from time to time and same shall be operated by any of the Partners or such other person duly authorized by all Partners from time to time either at the time of opening bank account or anytime thereafter.

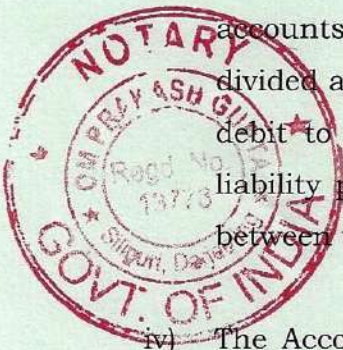
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BOOKS OF ACCOUNT:

- i) All books of account of the limited liability partnership business shall be kept at the registered office of the firm.
- ii) The accounts in respect of the said limited liability partnership business shall be finalised and settled at the close of 31st March of each financial year.
- iii) The accounts once finalised adjusted and settled shall be final conclusive and binding on the partners and none of the partners shall be entitled to challenge or dispute unless any manifest error is detected within three months from the date of closing and on the accounts are taken the profit or loss as the case may be shall be divided and/or distributed amongst the partners by way of credit or debit to the current account of the partners in the said limited liability partnership business or as may be mutually agreed upon between the partners.

Hemant Saha

Saket Agnewal



- iv) The Accounts of the said limited liability Partnership Business as may be certified by the Chartered Accountants and/or Auditors of the limited liability Partnership Business shall be final conclusive and binding on all parties hereto and in no event the parties shall be entitled to dispute or challenge the said accounts or any part thereof unless there is a manifest error discovered later on.

Hemant Saha

BORROWINGS :

All the borrowings on behalf of the limited liability partnership business shall be made jointly with the consent of all the DESIGNATED PARTNERS upon the terms and conditions as may be mutually agreed upon. Any borrowing made otherwise shall not be binding on the firm and shall constitute the individual liability of the Partner or Partners making such borrowing.

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SHARING PROFIT & LOSS :

THAT the Profit or Loss determined at the end of every year shall belong to and be borne by the partners in following proportion

1. PRATEEK AGARWAL	(First Partner)	17.50%
2. MRINAL AGARWAL	(Second Partner)	17.50%
3. SAKET AGARWAL	(Third Partner)	25.00%
4. ADITYA KUMAR SITANI	(Fourth Partner)	20.00%
5. HEMANT SITANI	(Fifth partner)	20.00%

Signature

DRAWINGS :

The partners shall be entitled to make drawings from time to time according to mutual arrangement and availability of funds and the sum so drawn shall be debited to their respective current accounts.

Hemant sitani

RESTRAINT ON PARTNERS :

a) None of the partners shall be entitled to without the mutual written consent of the other partners to -

Saket Agarwal



i. Withdraw any suit or proceeding filed on behalf of the limited liability partnership or against it or in respect of any of the properties of the limited liability partnership business.

ii. Enter into any bond, confess judgment, or become bound as bail and/or stand surety or security with or for any person or persons in his representative capacity on behalf of the limited liability partnership.

Signature

iii. Lend any money belonging to the limited liability partnership to any outsider with whom the other partners have decided not to deal and/or trust.

iv. Have dealings with or give credit (on behalf of the limited liability partnership) to any person or concern who or which the other partners have decided not to deal with and/or trust.

Prateek Agarwal

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- v. Transfer immovable property belonging to the limited liability partnership.
 - vi. Admit any liability in a suit or proceeding against the limited liability partnership and
 - vii. Acknowledge any debt due from the limited liability partnership so as to extend the period of the limitation for instituting legal proceedings against the limited liability partnership.
- b) Any partner committing any breach of any of the foregoing stipulations shall indemnify the other partners from all losses and expenses on account thereof.
 - c) None of the partners hereof shall without the consent in writing of the other partners hereof, first had and obtained, sell, mortgage, charge, encumber, alienate, transfer and/or otherwise deal with his share in the firm or any part thereof to any outsider.
 - d) None of the partners hereof shall bind the limited liability partnership assets in any way except for the benefit of the firm and without the previous consent to that effect in writing of the other parties hereof, first had and obtained.

Signature

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Saket Aggarwal



ADMISSION / RETIREMENT/DEATH OF PARTNERS :

The partners with mutual written consent and on such terms and conditions as they shall decide take in any new partner or partners in the said limited liability partnership.

- ii) Any of the partners hereto shall be entitled to retire from the Limited liability partnership firm upon giving thirty days notice, in writing, subject to the acceptance of remaining partners or as may be mutually agreed upon between the parties hereto from time to time.
- iii) The retirement of any partner shall not dissolve the said limited liability partnership business and the said limited liability partnership business shall continue with the remaining partners and/or by taking in any other person and/or persons as partner/s of the said limited liability partnership business.]

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- iv) In the event of any partner retiring, the partner so retiring shall only be entitled and/or liable to the extent of the share of profits/losses, if any, of the limited liability partnership business and also the capital Contribution (subject however to adjustment of drawings) but shall have no right over and in respect of the Goodwill and other assets and properties of the said limited liability partnership business.
- v) The death of any partner shall not operate as dissolution of the limited liability partnership but the legal heir of the deceased partner would succeed to the rights of the deceased partner and the limited liability partnership shall continue between the surviving partners and the heir of the deceased partner.

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SETTLEMENT OF ACCOUNTS WITH RETIRED, INSOLVENT OR LEGAL REPRESENTATIVES OF DECEASED PARTNER :

- i. The share of the retiring/insolvent/deceased partner in the properties and the assets of the partnership shall be determined by drawing up a profit and loss account upto the date of retirement/insolvency or death (as the case may be) and also a Balance Sheet on such date and the amount so determined shall be paid by the continuing or surviving partners to the retiring or insolvent partner or to the legal representative of the deceased partner within one year or such other period as may hereafter be agreed from the date of retirement/insolvency or death (as the case may be) together with interest at the rate of twelve percent per annum or at such rate as may be hereafter agreed between the partners on such determined amount from such date until payment and from date of retirement/insolvency/death the share of the retiring or insolvent or deceased partner shall vest entirely and exclusively in the continuing or surviving partners whether or not a formal discharge has been obtained from the retiring or insolvent partner or the legal representative of the deceased partner PROVIDED HOWEVER that in computing the total amount payable to such retiring/insolvent partner or the legal representatives of a deceased partner as stated above the share of goodwill shall be taken as Nil and value of all assets shall be taken as book value as per accounts of the firm.

Saket Agarwal

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Pratik Agarwal



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- ii. The Accounts of the said limited liability Partnership Business as may be certified by the Chartered Accountants and/or Auditors of the limited liability partnership business shall be final conclusive and binding on all the parties hereto and in no event any of the parties shall be entitled to dispute or challenge the said accounts or any part thereof unless there is a manifest error discovered later on.

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GOOD FAITH :

Each partner's shall: -

- i. employ himself diligently in the business;
- ii. use his best endeavors to promote the business of the limited liability partnership;
- iii. be just and faithful to each other in all transactions relating to the limited liability Partnership firm and give a true and faithful account in respect of all the dealings;

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iv. No partner without the written consent of the other partners shall:

- i) Engage or enter into any contract on behalf of the firm.
- ii) Enter into any agreement which may expose the limited liability partnership to any risk or liability.
- iii) Forgive the whole or any part of any debt or sums due to the limited liability partnership.
- iv) Excepting in the ordinary course of business, borrow any amount or dispose of any of the limited liability partnership's assets and properties.
- v) Employ any of the moneys, goods and effects of the limited liability Partnership and/or pledge the credit thereof except in the ordinary course of business and upon account of or for the benefit of the limited liability Partnership.]

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- vi) Enter into any bond or become bail or surety for any person or compromise or compound or release any debt due to the limited liability partnership.
- vii) Do or cause or suffer to be done any act deed or thing whereby the other Partner or the properties of the limited liability Partnership or any part thereof be taken in execution.
- viii) Except in the ordinary course of business dispose of by pledge sale or otherwise any part of the property of the partnership, borrow moneys from any Commercial Bank(s) or Financial Institution(s) for the purpose of the business of the partnership and for the purpose charge, mortgage etc., of all or any of the assets of the partnership firm.
- ix) Assign, charge or mortgage his interest in the partnership.

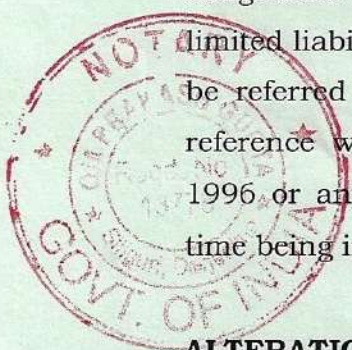
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DISPUTE RESOLUTION :

All disputes and differences regarding the interpretation scope or effect of any of the terms and conditions of this Deed or the rights liabilities and obligations of the partners hereto either during the subsistence of the limited liability partnership or after its cessation and/or dissolution shall be referred to the arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

Select Agency



ALTERATION OF TERMS :

All or any of the terms and conditions herein contained not affecting the validity or essence of this limited liability partnership may be varied altered rescinded modified and/or added by mutual consent of the parties herein to be expressed in writing.

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APPLICABILITY OF THE LIMITED LIABILITY PARTNERSHIP ACT :

In all other matters for which no provisions are made in these presents, the Partners shall be guided and governed by the provisions of the Limited Liability Partnership Act, 2008.

Prakash Aggarwal

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Siliguri, Darjeeling
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
at Siliguri in presence of:-

1.

Prateek Agarwal

**PRATEEK AGARWAL
FIRST PARTY**

Mrinal Agarwal

**MRINAL AGARWAL
SECOND PARTY**

2.

Saket Agarwal

**SAKET AGARWAL
THIRD PARTY**

Aditya Sitani

**ADITYA SITANI
THIRD PARTY**

Hemant Kumar Sitani

**HEMANT KUMAR SITANI
THIRD PARTY**



06 MAR 2021

Om Prakash Gupta

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