

SL No. 61 20.14.

Notarial Certificate

To all to whom these present shall come, I, *Kamal Kumar Paul* duly appointed by the Government of India as Notary and practising within the city of Kolkata. W.B. Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writings, 'A' are presented before me *Original LLP Agreement*

*Executed by Azad Tanveer Kalim Estor's of 86/9
Ripon Street Net-16 as per the same.*

hereinafter referred as the "executant/s" on the *1 JUL 2014* day of in the year Two Thousand. ✓

The "executant/s" having admitted the execution of the paper writings "A" and being satisfied as to the identity of the executant I have attested the execution.

In faith and testimony whereof, I, the said Notary, have hereinto subscribed my name and affixed my seal of office this *1 JUL 2014* day of 20 ✓

Kamal Kumar Paul
July, 11th, 2014

Notary
Rdgd. No. 2700/04
Govt. of India
CMM's Court
2 & 3 Bankshall Street
Kolkata - 700 001

1 1 JUL 2014

NOTARIAL STAMP





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

LLP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)

THIS AGREEMENT OF LLP MADE AT KOLKATA THIS 11TH DAY OF JULY, 2014.

BETWEEN

1. Azad Tanveer Kalim, son of Mohammad Kalimuddin residing at 84/9, Rippon street, Kolkata - 700016 (West Bengal) which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and
2. Tausif Kalim, son of Mohammad Kalimuddin residing at 84/9, Rippon Street, PO Park Street, Kolkata - 700016 (West Bengal) which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY, and

KZAR PROPERTIES PVT. LTD.

Director

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's. Court
2 & 3 Bankshall Street
Kolkata-700 001

KZAR REALTORS PVT. LTD.

TK
11 JUL 2014

Director

Bluerose Commodities Pvt. Ltd.

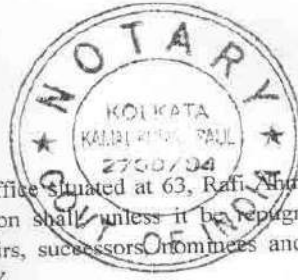
Authorised Signatory

F.R. Intraprojects Private Limited

Director

KZAR REAL ESTATES PVT. LTD.

Director



- 3. Kzar Real Estates Pvt. Ltd having its registered office situated at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata-700016 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the THIRD PARTY
- 4. T.R. Infraprojects Pvt. Ltd. having its registered office situated at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata-700016 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FOURTH PARTY, and
- 5. Kzar Properties Pvt. Ltd. having its registered office situated at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata-700016 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIFTH PARTY, and
- 6. Kzar Realtors Pvt. Ltd. having its registered office situated at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata-700016 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SIXTH PARTY, and
- 7. Bluerose Commosales Pvt. Ltd having its registered office situated at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata-700016 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SEVENTH PARTY, and

(THE FIRST & OTHER PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS, the parties hereto desire to become partners in a limited liability partnership form of business under the Limited Liability Partnership Act, 2008 for an unlimited term.

NOW, THEREFORE, in consideration of the mutual consent and obligations contained herein, the parties, intending to be legally bound, hereby state the terms and conditions of the said formation in its entirety as follows:

- 1. A Limited Liability Partnership shall be carried on in the name and style of KZAR DEVELOPERS LLP and hereinafter called as KZAR DEVELOPERS LLP.
- 2. The KZAR DEVELOPERS LLP as constituted under this Deed shall be deemed to be have commenced on the 11th day of July, 2014.
- 3. The KZAR DEVELOPERS LLP shall have its registered office at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Kolkata- 700016 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
- 4. The Contribution of the KZAR DEVELOPERS LLP shall be Rs. 100,000,000/- (Rupees Ten Crore only) which shall be contributed by the partners in the following proportions.

First Party i.e. Rs. 15,000,000

Second Party i.e. Rs.10,000,000

Third Party Rs. 15,000,000

Fourth Party Rs. 15,000,000

KAMAL KUMAR PAUL
NOTARY GOVT OF INDIA
Regd. No.2700/04
C.M.M's. Court
2 & 3 Pankshali Street
Kolkata-700 001

11 JUL 2014

T.R. Infraprojects Private Limited
T.R. Infraprojects
Director.

Bluerose Commosales Pvt. Ltd.
Bluerose
Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
A. K. Ghosh
Director

KZAR REALTORS PVT. LTD.
[Signature]
Director

KZAR PROPERTIES PVT. LTD.
[Signature]
Director

58373

Sl No. Sold To.....
Rs. Addrs
P. K. DAS
(Govt LICENSED) STAMP VENDOR
11A, Mirza Ghalib Street, Kul-87
L. No-285, RS.
Date..... Sign.....

K3A2 Developers LLP.
63. R.A. U. Rd
K2-16

1 JUL 2014

STAMP
11A, Mirza Ghalib Street, Kul-87
L. No-285, RS.

STAMP

Fifth Party Rs. 15,000,000

Sixth Party Rs. 15,000,000

Seventh Party Rs. 15,000,000



The further Contribution, if any required by the KZAR DEVELOPERS LLP shall be brought by the partners in their profit sharing ratio and such additional capital shall be treated as loan to the firm and shall be paid interest @ 9% p.a. out of the gross profit of the Company or any other rate decided by the partners unanimously.

- 5. The KZAR DEVELOPERS LLP shall have a common seal, to be affixed to all documents as 'seemed' by partners under the signature of any of the Designated Partners.
- 6. The business of the KZAR DEVELOPERS LLP shall be to carry on the business of real estate developers, builders, contractors, erectors, construction of buildings, houses, apartments, flats, structures or residential, office, industrials, institutional or commercial or developers of housing schemes, townships, holiday resorts and so on as mentioned in the schedule I
- 7. That the immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.
- 8. The net profits of the KZAR DEVELOPERS LLP arrived at after providing interest to partners on the loan given by them shall be divided in the following proportions:

To the said	First Party	50%
To the said	Second Party	10%
To the said	Third Party	8%
To the said	Fourth Party	8%
To the said	Fifth Party	8%
To the said	Sixth Party	8%
To the said	Seventh Party	8%
		100%

- 9. The losses of the KZAR DEVELOPERS LLP including loss of capital, if any, shall be borne and paid by the partners in the same proportion as profit:
- 10. The bankers of the partnership shall be any bank or banks as the partners may from time to time unanimously agree upon.
- 11. The business of the KZAR DEVELOPERS LLP would be real estate developers, builders, contractors, erectors, construction of buildings, houses, apartments, flats, structures or residential, office, industrials, institutional or commercial or developers of housing schemes, townships, holiday resorts more particularly described in the Schedule 1 annexed herewith or any other business in any other manner shall be as per the mutual consent between the parties.
- 12. The Designated Partners shall withdraw a monthly remuneration of Rs. 50,000/- and the amount can be further increased/decreased by the consent of all the Designated Partners/Partners.

Admission of New Partner

- 13. The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the KZAR DEVELOPERS LLP.
- 14. The Contribution of the partner may be tangible, intangible, moveable or immoveable property.

(Handwritten signatures)

KAMAL KUMAR PAUL
NOTARY GOVT OF INDIA
Regd. No. 2700/04
C.M.M's. Court
2 & 3 Bankshall Street,
Kolkata-700 001

11 JUL 2011

R.R. Intraprojects Private Limited
(Signature)
Director.

Singapore Commodities Pvt. Ltd.
(Signature)
Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
(Signature)
Director

KZAR REALTORS PVT. LTD.
(Signature)
Director

KZAR PROPERTIES PVT. LTD.
(Signature)
Director

15. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards KZAR DEVELOPERS LLP.



Rights of Partner

16. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said KZAR DEVELOPERS LLP in the proportion of their Contribution.
17. Every partner has a right to have access to and to inspect and copy any books of the KZAR DEVELOPERS LLP.
18. Each of the parties hereto shall be 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 KZAR DEVELOPERS LLP shall have no objection thereto provided that the said partner has intimated the said fact to the KZAR DEVELOPERS LLP before the start of the independent business and moreover he shall not use the name of the KZAR DEVELOPERS LLP to carry on the said business.
19. KZAR DEVELOPERS LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the KZAR DEVELOPERS LLP.
20. On retirement of a designated partner/partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the KZAR DEVELOPERS LLP shall come to an end. Upon the death/dissolution of any of the partners herein any one of his or her heirs will be admitted as a partner of the KZAR DEVELOPERS LLP in place of such deceased partner. 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 and in case of Company which is a Partner, the surviving partners shall have the option to purchase the contribution of the deceased partner.
21. On the death/dissolution of any designated partner/partner, if his or 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 KZAR DEVELOPERS LLP.

Duties of Partners

22. Each Partner shall be just and faithful to the other partner(s) in all transactions relating to the LLP.
23. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or her/ his legal representatives.
24. Every partner shall account to the limited liability partnership for any benefit derived by it/her/ him without the consent of the KZAR DEVELOPERS LLP of any transaction concerning the limited liability partnership or for any use by him of the property, name or any business connection of the KZAR DEVELOPERS LLP.
25. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by it/her/ his fraud in the conduct of the business of the limited liability partnership.
26. In case any of the Partners of the KZAR DEVELOPERS LLP desires to transfer or assign its/her/ his interest or shares in the KZAR DEVELOPERS LLP, they can transfer the same with the consent of all the Partners.

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regn. No. 2700/04
C.M.M's. Court
2 & 3 Bankshall Street
Kolkata-700 001

11 JUL 2014

F.R. Infraprojects Private Limited
F.R. Infra
Director.

Bluerose Commodities Pvt. Ltd.
Bluerose
Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
A. K. Das
Director

KZAR REALTORS PVT. LTD.
[Signature]
Director

KZAR PROPERTIES PVT. LTD.
[Signature]
Director



27. 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 partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the KZAR DEVELOPERS 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 partnership property or any part thereof may be seized.
 - Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein.
 - Engage directly or indirectly in any business competing with that of the limited liability partnership.
 - Lend money or give credit on behalf of the KZAR DEVELOPERS 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 KZAR DEVELOPERS LLP by the partner incurring the same.
 - Compromise or compound or (except upon payment in full) release or discharge any debt due to the KZAR DEVELOPERS LLP except upon the written consent given by the 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

F.R. Intraprojects Private Limited
Prof. Shaha
 Director.

Bluerose Commoselea Pvt. Ltd.
Shahin
 Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
A. R. Sharma
 Director

Meeting

- 28. The meeting of designated partners/ partners may be called by giving sending 7 (seven) days prior notice 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 ratified by all the Partners.
- 29. The matter discussed in the KZAR DEVELOPERS LLP meeting shall be decided by a resolution passed by a majority in number of the partners and for this purpose, each partner shall have one vote.
- 30. The meeting of Partners shall ordinarily be held at the registered office of the KZAR DEVELOPERS LLP or at any other place as per the convenience of partners.
- 31. The KZAR DEVELOPERS LLP shall ensure that decisions taken by it are recorded in the minutes within 30 (thirty) days of taking such decisions and are kept and maintained at the registered office of the LLP.
- 32. Each partner shall--
 - I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the KZAR DEVELOPERS LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the KZAR DEVELOPERS LLP business and they all shall be the working partners.

KZAR REALTORS PVT. LTD.
[Signature]
 Director

KZAR PROPERTIES PVT. LTD.
[Signature]
 Director

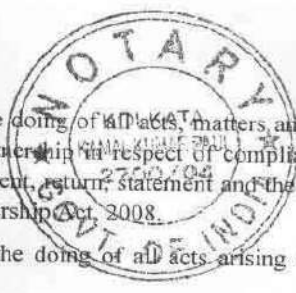
Duties of Designated Partner

- 33. The Partners shall act as the Designated Partner of the KZAR DEVELOPERS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

[Signature] *[Signature]*

NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.M's. Court
 2 & 3 Bankshall Street
 Kolkata-700 001

11 JUL 2011



- 34. 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.
- 35. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- 36. The KZAR DEVELOPERS 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 KZAR DEVELOPERS LLP except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of Existing Partners

- 37. Partner may cease to be partner of the KZAR DEVELOPERS LLP by giving a notice in writing of not less than 07 days to the other partners of his intention to resign as partner.
- 38. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of KZAR DEVELOPERS LLP with fraudulent purpose.
- 39. The KZAR DEVELOPERS LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of KZAR DEVELOPERS LLP

- 40. KZAR DEVELOPERS 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 KZAR DEVELOPERS 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 KZAR DEVELOPERS LLP.

Miscellaneous Provisions

- 41. 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.
- 42. The books of accounts of the firm shall be kept at the registered office of the KZAR DEVELOPERS LLP for the reference of all the partners.
- 43. The accounting year of the KZAR DEVELOPERS 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 KZAR DEVELOPERS LLP till 31st March of the subsequent year.
- 44. It is expressly agreed that the bank account of the KZAR DEVELOPERS LLP shall be operated severally/singly by either of the first two partners or the Designated Partners.

(Handwritten signatures)

KAMAL KUMAR
NOTARY PUBLIC
GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700 001

11 JUL 2008

F.R. Intraprojects Private Limited
(Signature)
Director.

Bluerose Commosales Pvt. L.
(Signature)
Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
(Signature)
Director

KZAR REALTORS PVT. LTD.
(Signature)
Director

KZAR PROPERTIES PVT. LTD.
(Signature)
Director



45. All disputes between the partners or between the Partner and the KZAR DEVELOPERS 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)

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

Signed and delivered by the

[Handwritten Signatures]

(Designated Partner/Partner)

(Designated Partner/Partner)

KZAR REAL ESTATES PVT. LTD.

A. R. Saha
Director
F.R. Intraprojects Private Limited
A. R. Saha
Director.

(Partner)

(Partner)

KZAR PROPERTIES PVT. LTD.

[Signature]
Director

(Partner)

KZAR REALTORS PVT. LTD.

[Signature]
Director

(Partner)

Bluerose Commosales Pvt. Ltd.

[Signature]
Authorised Signatory

(Partner)

Witness:

a) Name: KAUSHAL AGARWAL
Address: 102 Bangur Avenue, Kol-55
Signature: *Kaushal Agarwal*

b) Name: Zaheer Hossain
Address: 15 Sir Syed Ahmed Road, Kol-14
Signature: *Zaheer*

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's. Court
2 & 3 Bankhall Street
Kolkata-700 001

11 JUL 2014



ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE KZAR DEVELOPERS LLP

(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

To carry on the business of real estate developers, builders, contractors, erectors, construction of buildings, houses, apartments, flats, structures or residential, office, industrials, institutional or commercial or developers of housing schemes, townships, holiday resorts, hotels and in particular repairing of building sites, constructing, re-constructing, erecting, altering, improving, enlarging, developing, decorating, furnishing and maintaining of structures, flats, houses, factories, shops, offices, garages, warehouses, buildings, works, workshops, hospitals, nursing homes, clinics, godowns and other commercial, educational structures and conveniences to purchases for development investment or for resale lands, houses, buildings, structures and other properties of any nature and any interest therein and purchases or sells houses, buildings, commercial, industrial, or of any nature and to deal in freehold or leasehold land or any type of this nature and to make advances upon the security of lands, houses, structures and other property and to purchase, sell, lease, hire, purchase, exchange or otherwise deal in land and house property whether real or personal and to turn the same into account as may seem expedient in any part of the world.

(B) THE OTHER BUSINESS ARE:

1. To purchase, hire, rent, on contract or acquire in exchange or in amalgamations, licenses or otherwise solely or jointly with other all such equipment structures, cranes, vehicles and other such related equipments required for the purpose of the main business of the Company.
2. To negotiate and/or enter into agreement and contracts with individuals, Companies, corporation, Firms and other such organizations, in India, or abroad for obtaining or providing technical, financial or any other such assistance for carrying out all or any of the objects of the Company and create a network of associates in India or abroad and also for the purpose of activation, research and development of manufacturing projects on the basis of know-how and/or financial participation and for technical collaboration and to acquire or provide necessary formulate and patent rights for furthering the main object of the Company.
3. Subject to Sections 58A, 292 and 293 of the Companies Act, 2013 and the Regulations made there under and the direction issued by Reserve Bank of India, to receive money, securities, valuables of all kinds on deposit or safe custody (not amounting to the business of Banking as defined under the Banking Regulations Act, 1949) and to borrow or raise money in such manner as the Company shall think fit and in particular by issue of debenture or debenture stocks (perpetual of otherwise) and to secure the repayment of any money borrowed or raised on owing by mortgage, charge or lien upon all or any of the Company's property (both present and future) including its uncalled capital and guarantee the performance by the Company or any other person or body corporate of and any obligation undertaken by the Company or any other such person or Company, as the case may be.
4. To subscribe, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or Companies and in particular customers of the Company or any person or Companies with whom the Company may have or intended to have business relations.
5. To adopt such means of making known the business of the Company as may seem expedient to attain the main objects of the Company.

[Handwritten signatures]

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2760/04
C.M.M.'s Court
75, Park Road, Kolkata-700 004

11 JUL 2014

F.R. Intraprojects Private Limited
[Signature]
Director

Bioseros Composites Pvt. Ltd.
[Signature]
Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
[Signature]
Director

KZAR REALTORS PVT. LTD.
[Signature]
Director

KZAR PROPERTIES PVT. LTD.
[Signature]
Director



- 6. To acquire by purchase, subscription or otherwise and to receive, hold, own, guarantee, assign exchange, transfer, mortgage, pledge or otherwise dispose of any of the shares of the capital stock, or any voting trust certificate in respect of the shares of the capital, stock, script, warrants, rights, bonds, debentures, notes, trust receipts and such other securities, obligations, chose in action and evidences of indebtedness or interest issued or created by any corporation, Companies syndicates, associations, firms, trusts or persons, public or private or by the Government or by any state territory, province, Municipality, or by any Governmental agency and as owner thereof to possess and exercise all the rights, powers and privilege of ownership and the right to execute, consent and vote thereon and to do any or all acts and things necessary or advisable for the preservation, protection, improvement or enhancement in value thereof.
- 7. To enter into partnership or into any arrangement for sharing profits or losses or any union of interest, joint ventures, reciprocal concessions or co-operation with any person or persons or Company or Companies, carrying on or engaged in or about to carry on or engage in main business or transaction of the Company.
- 8. To acquire and take over either the whole or part of business, goodwill, trade marks, patents and property, assets and liabilities of any person or persons, firm or corporation, for carrying on main business with the Company.
- 9. To establish branches and agencies of the Company in India and elsewhere and to discontinue the same whenever necessary.
- 10. To pay for any property or rights acquired by the Company either in cash or by the issue of fully of partly paid shares or by the issue of the securities or partly in one mode or partly in another and on such terms as may be determined.
- 11. To open Bank accounts with any Bank and to pay into and draw money from such accounts.
- 12. To pay out of funds of the Company all costs, charges and expenses which the Company may lawfully pay for the promotion of any project of any nature and payment of technical fees or with respect to the promotion, formation, establishment and registration of any Company and/or the issue of its capital or which the Company shall consider to be preliminary, including therein the cost of printing and stationery, brokers fees and lawyers or any other experts fees and expenses attendant upon the formation of agencies, branches and local boards.
- 13. To procure the registration of the Company in or under the law of any foreign country to attain the main objects of the Company.
- 14. Subject to the provisions of section 391/598, 599/606, 607 to 394/619A of the Companies Act, 1956/2013, to amalgamate or merge or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture of reciprocal concession with any person or persons, partnership firm-firms, or Company or Companies carrying on or engaged in main business or transaction of the Company.
- 15. To obtain information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company or may appear likely to be advantageous or useful to the Company and to use, exercise, develop or grant licenses, privileges in respect of the property rights or information so acquired and to assist, encourage and spend money in making experiments of all inventions. Patents and rights, which the Company may acquire or propose to acquire.
- 16. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and an exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donation.
- 17. To draw, made, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types.

R. R. Infraprojects Private Limited
R. R. Infraprojects Private Limited
 Director.

Bluerose Commodities Pvt. Ltd.
Bluerose Commodities Pvt. Ltd.
 Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
KZAR REAL ESTATES PVT. LTD.
 Director

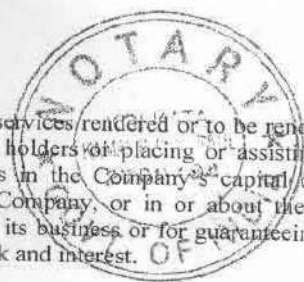
KZAR REALTORS PVT. LTD.
KZAR REALTORS PVT. LTD.
 Director

KZAR PROPERTIES PVT. LTD.
KZAR PROPERTIES PVT. LTD.
 Director

[Handwritten Signature] *[Handwritten Signature]*

KAMAL KUMAR PAUL
 NOTARY GOVT OF INDIA
 Regd. No 1760/94
 11, Court
 Shell Street
 700001

11 JUL 2014



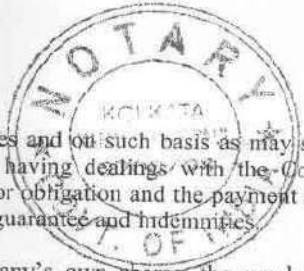
- 18. To remunerate any person or Company for services rendered or to be rendered in acting as trustees for debentures, debenture stock holders or placing or assisting to place or guarantee the placing of any of the shares in the Company's capital or debentures, debenture-stock or other securities of the Company, or in or about the formation or promotion of the Company or to conduct of its business or for guaranteeing payment of such debentures or such other debenture-stock and interest.
- 19. To appoint attorney and agents and associates whether on commission or otherwise and constitute agencies and sub-agencies of the Company in India or elsewhere.
- 20. To distribute any of the property of the Company in specie or in kind among the members, in the event of winding up, subject to the provision of the Companies Act, 2013.
- 21. To enter into any arrangements with any Government or any authority Supreme, Municipal, Local or otherwise that may seem beneficial to any of the Company's object and to apply for, promote and obtain any act of Parliament privilege, concessions, licenses, or authorization of the Government or any other such authority whether local or otherwise for enabling the Company to carry on its objects for extending any of the powers of the Company and to carry out, exercise and comply with any such act, privilege, concession, license or authorization.
- 22. To lease, let out on hire, pledge, mortgage, hypothecate, the whole or any part or parts of the undertaking of the Company or any or land, business property, rights or assets of any kind of the Company or any share or interest therein respectively, in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other such body corporate having objects altogether or in part similar to those of the Company.
- 23. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pensions, allowances, emoluments, bonuses, profit sharing bonus, benefits or any other payment to persons who are or were at any time in the employment or service of the Company, its predecessors in business or of any Company, which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were any time Directors or officers of the Company or any of such other Company as aforesaid and the wives, widows, families, dependants or connection of any such person and to provide for the welfare of all or any of the aforesaid persons, from time, by subscribing, subsidizing or contributing to any institution, association, funds, clubs, trusts, profit sharing or other schemes any by building, contributing to the building or dwelling houses or quarters and by providing, subscribing or contributing towards recreation, hospitals and dispensaries, medical and other attendance and to make payment to or towards the insurance as aforesaid either alone or in conjunction with any such other Company as aforesaid.
- 24. To undertake, carry out, promote and sponsor any programme for promoting the social and economic welfare of the employees of the Company and to incur any expenditure on any programme for welfare of the employees and their development and in order to implement any such programmed or scheme of transfer without consideration or at such fair/concessional value any assets of the Company to the welfare body formed for the implementation of welfare programmes for the employees of the Company as the director may deem fit.
- 25. To acquire from any person, firm or body corporate whether in India or elsewhere technical information, know-how, processes, engineering, manufacturing and operating data, plans, lay outs and blue prints useful for the design, erection and operation of plant required for any of the business of the Company and to acquire or grant any license and other rights and benefits in the foregoing matters and things.
- 26. To enter into collaboration agreement, to acquire technical know-how and/or any financial assistance and/or to acquire any plant or machinery and/or to manufacture and/or fabricate and/or produce and or assemble any plant and/or machinery and/or equipment under any such collaboration agreement.
- 27. To train or pay for training in India or abroad of any of the Company's employees or any candidate in the interest of or for furtherance of the Company's main objects.

AM *BR*

RAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 W. Court
 Dashed Street
 110 001

11 JUL 2011

P.R. Infraprojects Private Limited *P.R. Infraprojects* Director.
 Bluegrass Commodities Pvt. Ltd. *Bluegrass Commodities* Authorised Signatory
 KZAR REAL ESTATES PVT. LTD. *A. K. Sankar* Director
 KZAR REALTORS PVT. LTD. *KZAR REALTORS* Director
 KZAR PROPERTIES PVT. LTD. *KZAR PROPERTIES* Director



- 28. To give credit to such persons or companies and on such basis as may seem expedient and in particular to customers and other having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money of or any such persons or companies and to give guarantee and indemnities.
- 29. To invest other than investment in Company's own shares, the surplus funds of the Company, from time to time, in Government securities or in other securities as may from time to time, be determined by the Directors, and from time to time to sell or vary all such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf.
- 30. To take all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimize financial disturbances, which might affect the Company.
- 31. To confer upon any encumbrances of trustees for any encumbrances of uncalled capital, such powers of making and enforcing calls and voting the transfer of shares net fully paid up as may be thought fit.
- 32. To issue or guarantee the issue of or the payment of interest on the shares, debentures, debenture-stock or other security or obligations of any Company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
- 33. To purchase, take on lease or license or in exchange, hire or otherwise, any real and/or personal property and any rights or privileges and advantages of any kind whatsoever which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and in particular, the land freehold, leasehold or other tenure, tenements, buildings, basements, machinery, plant and stock-in-trade and on any such lands to erect buildings, factories, sheds, godowns or such other structures for the works and purpose of the Company and also for the residence and amenity of the employees, staff and other workmen and erect and install machinery and plant and other equipments which may be deemed necessary or convenient or profitable for the purposes of the Company's and either to retain any property to be acquired for the purpose of the Company business or to mortgage, let on lease or otherwise deal with the same to account as may seem expedient.
- 34. To create any subscription fund, sinking fund, insurance fund or any other special funds whether for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interest of the Company or the staff or labour or for any development fund.
- 35. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or Company, carrying on or proposing to carry on any business which this Company is authorized to carry on or possessed of property or rights suitable for any of the purpose of the Company, or which can be carried on the conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to purchase, acquire, sell and deal in property, hares, stocks or debenture-stock of any such person, firm or Company and to conduct, make or to carry into effect any arrangements in regard to the winding up of the business of any such person, firm or Company.
- 36. Subject to Section 293A and 293B of the Companies Act, 1956 and the respective sections of Companies Act, 2013 to make donations, to any persons or institutions in such form or cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company and also to subscribe, contribute or otherwise assist or grant money for charitable, scientific, religion or benevolent, national, public or such other institutional objects or for any exhibit or for any public, general or other objects.
- 37. To give to any director, officers, servants or employees of the Company any share or interest in the profits of the Company's business by way of commission or otherwise or any branches thereof and whether carried on by own means or through the agency of any subsidiary Company or not, and for that purpose to enter into any arrangements which the Company may think fit.

P.R. Intreprojects Private Limited
P.R. Shaha
 Director.

Bluerose Commodities Pvt. Ltd.
Sahib
 Authorised Signatory

KZAR REAL ESTATES PVT. LTD.
A. K. Kishore
 Director

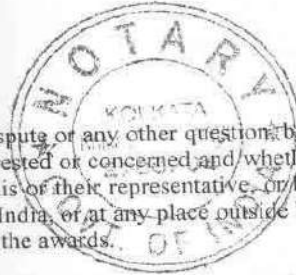
KZAR REALTORS PVT. LTD.
[Signature]
 Director

KZAR PROPERTIES PVT. LTD.
[Signature]
 Director

[Signature] *[Signature]*

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.'s. Court
 1/11/11 Street
 KOLKATA

11 JUL 2016



- 38. To refer or agree to refer any claim, demand, dispute or any other question by or against the Company, or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representative, or between the Company and the third parties, to arbitration in India, or at any place outside India and to observe and perform and to carry out or enforce the awards.
- 39. Subject to the provisions of the Companies Act, 2013 to vest any real or persons property, rights or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and without any declared trust in favour of the Company.
- 40. To establish the business which this Company is authorised to carry on by means or through the agency of any subsidiary Company or companies and enter into any arrangement with any such subsidiary Company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary or guaranteeing its liabilities or to make any other arrangements, which may seem desirable with reference to any other business or branch either temporarily or permanently and or to appoint Directors or Managers of any such subsidiary Company.
- 41. To do all or any of the said things either as principals, agents, brokers, trustees, contractors or otherwise and either by or through agents, brokers, sub-contractors, trustees or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the main object.
- 42. To do all event and every things necessary, suitable or proper for the accomplishment of any of the purposes for the attainment of any of the main objects of the Company.

SCHEDULE 2

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY IN NUMBER OF THE PARTNERS

- 1. Admission/ Retirement/ Cessation/ Expulsion/ Resignation of any partner.
- 2. Alteration/ modification in the main/ ancillary objects of the LLP.
- 3. Alteration in the name of the LLP.
- 4. Change in Registered Office of the LLP.
- 5. Alteration in Capital

[Signature]
[Signature]

KZAR PROPERTIES PVT. LTD.
[Signature]
 Director



KZAR REALTORS PVT. LTD.
[Signature]
 Director

KZAR REAL ESTATES PVT. LTD.
[Signature]
 Director

Bluerose Commosals Pvt. Ltd.
 Identified by me *[Signature]*
 Authorised Signatory
 Chhote Lal Pasai, Advocate
 C.M.M.'s Court, Kolkata-1

P.R. Infraprojects Private Limited
[Signature]
 Director

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.M.'s Court
 2, Bankshall Street
 Kolkata-700 001

Signature Attested Only
 on Identification of LL Advocate

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Kolkata, West Bengal

11 JUL 2014

Dated

Day of

20



In the Matter of :
Instrument 'A'
And
In The Matter of :

NOTARIAL CERTIFICATE

Kamal Kumar Paul

B.Sc., B.A. (Spl.) LL.B.
Advocate & Notary
(Govt. of India)

Residence:
299, Swamiji Sarani, Kalindi (West)
Kolkata - 700 048

Phone : 6454 5528 (Resi), Mobile : 98316 08335
E-mail : paul_kamalkumar@yahoo.com