

Nabendu Narayan Dutta

NOTARY
GOVT. OF INDIA

Professional Address :

Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
Ph. : 2514713



Serial No. 281/19 Date : 30th June 19

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I Sri. N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri. Ajay Kumar Mishra Advocate as to the matters contained there in presented before me.

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

Mr. Deeb of Pundarika...
by Mr. Depala Kumar Aggarwal,
of Siliguri and Mr. Binay Kumar
and Kamal Aggarwal
Nandan Kumar Aggarwal of Siliguri

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

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 30th day of June The year of Christ 2019.....

The executents is / are identified by me

Ajay Kumar Mishra
Advocate

NABENDU NARAYAN DUTTA

Nabendu Narayan Dutta
Notary
Siliguri, Dist. Darjeeling
Siliguri, Darjeeling



NOTARIAL STAMP



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Deepak
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Nabendu Kumar Dutta

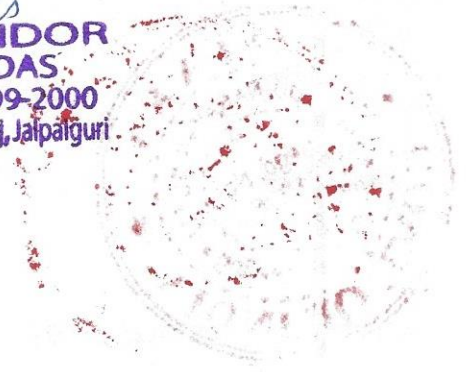
THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at Siliguri on this day of January Two Thousand nineteen **BETWEEN**

(1) **MR. DEEPAK KUMAR AGARWAL, (PAN ACZPA4957D)** son of Late Shyam Sunder Agarwal, by faith Hindu, by occupation business, residing at Model Town, Pranami Mandir Road, 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**

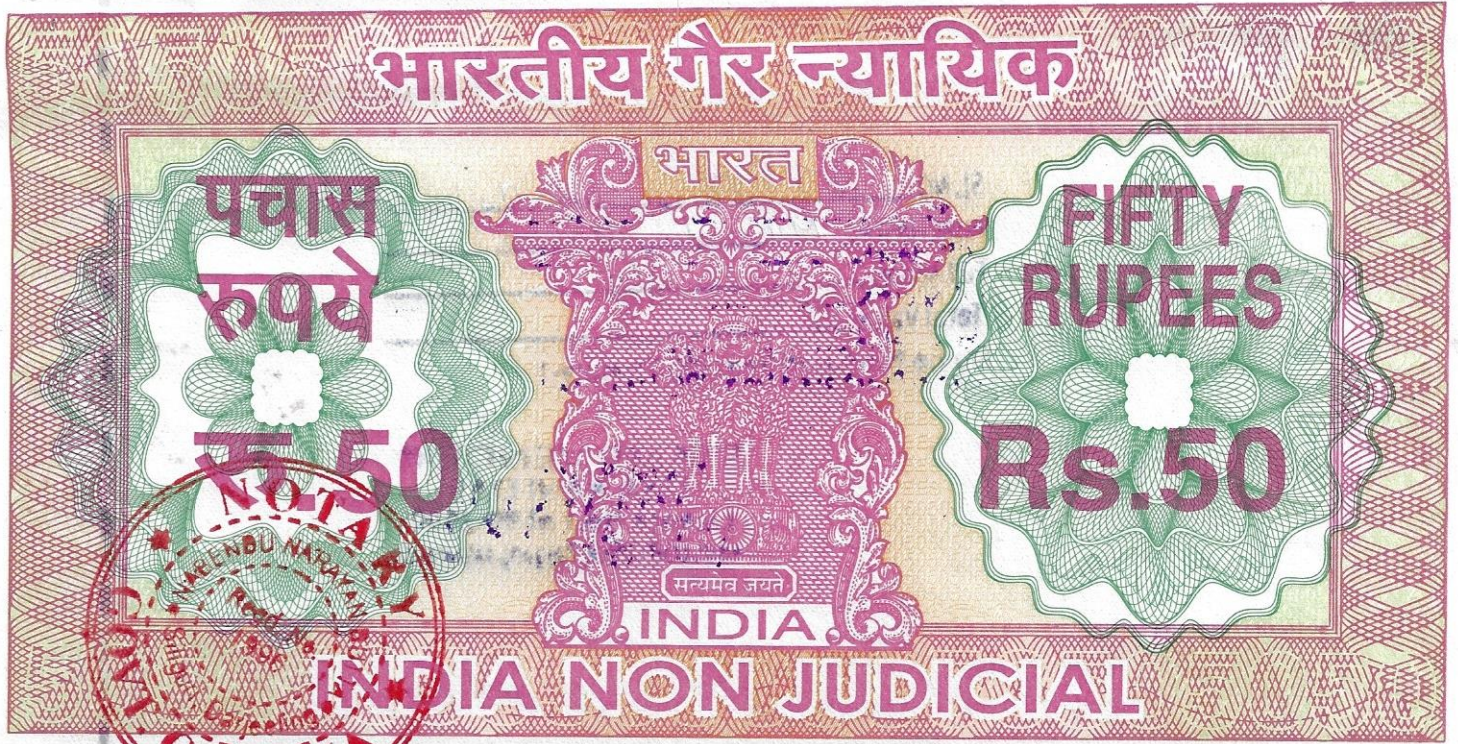
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Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

SL NO. 37734 Date 11.1.2019
PURCHASER Mrinal Agarwal
Full Address Slg
Total Value 100/-
Stamp Purchased from JPG Treasury-1

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



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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AND

(2) **MR. MRINAL AGARWAL, (PAN AKSPA1033F)** S/o of Naresh Kumar Agarwal by faith Hindu, by occupation business, residing at Cigarette Company Compound, S.F. Road 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 her heirs executors administrators, legal representative and assigns) of the SECOND PART.

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Nabendu Narayan Dutta
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Siliguri, Darjeeling

SL.NO. 31731 Date 11.11.2019
PURCHASER Mrinal Agarwal
Full Address Slg
Total Value ₹ 50/-
Stamp Purchased from JPG Treasury-1

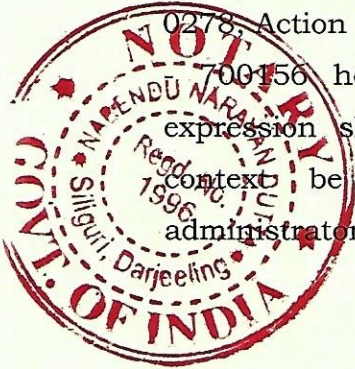
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STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jajpurguri



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A N D

(3) **MR. KAMAL AGARWAL, (PAN ACLPA2213N)** son of Late Madan Lal Agarwal by faith Hindu, by occupation business, residing at DA 120, 0278, Action area 1, DB Community Market, North 24 Parganas, Kolkata 700156 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



A N D

(4) **MR. NARENDRA KUMAR AGARWAL, (PAN ACBPA8392C)** son of Late. Radha Krishna Agarwal by faith Hindu, by occupation business, residing at Station Feeder Road, Siliguri- 734005 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 FOURTH PART

WHEREAS the Parties hereto have agreed amongst themselves to carry on the business in the Limited Liability Partnership under the name and style of **"MNDK VENTURES LLP"** in accordance with this limited liability partnership agreement agreed upon the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH and it is hereby mutually agreed by and between the parties hereto that they have become partners upon the following terms and conditions stated and recorded herein as follows :-

NAME OF THE PARTNERSHIP :

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

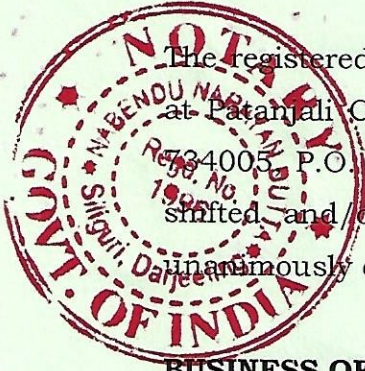
COMMENCEMENT AND DURATION :

The limited liability partnership as constituted under this Agreement shall be deemed to have commenced its business on and from the date of

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incorporation of this limited liability partnership and shall continue until and unless determined by mutual consent of all partners.

REGISTERED OFFICE :



The registered office of the limited liability partnership shall be situated at Patanjali Chikitsalay, 19, R. K. Compound, Burdwan Road, Siliguri-734005 P.O. & P. S. Siliguri, Dist. Jalpaiguri, West Bengal 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:

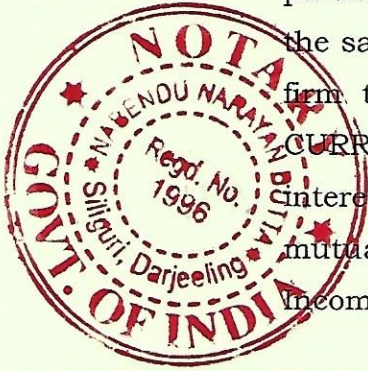
- i) Undertaking development of real estate and properties for residential and commercial purposes.
- ii) To build develop promote and finance directly or indirectly multistoried and other buildings and develop projects for sale of flats, office spaces, commercial spaces other areas and spaces and/or 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.
- iv) To carry on such other business as the partners may mutually agree from time to time.

CAPITAL CONTRIBUTION :

- i) The initial capital of the limited liability partnership shall be Rs. 80,00,000/- (Rupees Eighty Lacs) 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.

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- 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.



MANAGEMENT :

The business of the limited liability Partnership shall be under the supervision of the following DESIGNATED PARTNERS viz. (1) MR. DEEPAK KUMAR AGARWAL (2) MR. MRINAL AGARWAL 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.


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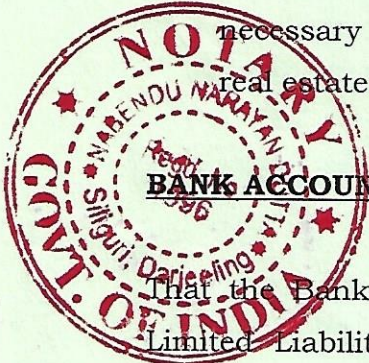






v. To pay and receive realize and collect all amounts which may become payable and receivable and to grant effectual receipts and/or discharges therefore.

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.



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 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.

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.
- 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.

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BORROWINGS :

All the borrowings on behalf of the limited liability partnership business shall be made jointly with the consent of all the 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.

SHARING PROFIT & LOSS :

At the end of the year, after allowing all the expenses, a profit & loss account shall be drawn up and the profit or loss if any after allowing interest to Partners in accordance with above clause shall be divided between or borne by the Partners in the following proportion :-

1. MR. DEEPAK KUMAR AGARWAL	(First Partner)	25.00%
2. MR. MRINAL AGARWAL	(Second Partner)	25.00%
3. MR. KAMAL AGARWAL	(Third Partner)	25.00%
4. MR. NARENDRA KUMAR AGARWAL	(Fourth Partner)	25.00%

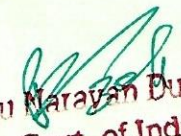
First and Second Partner will be working, so they will receive an extra 1% Form revenue.

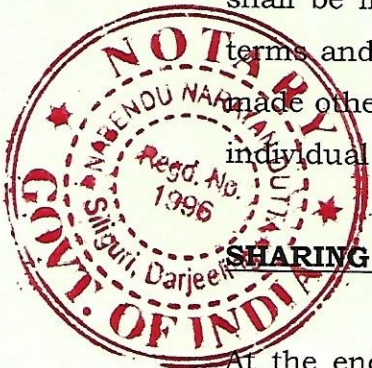
DRAWINGS :

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.

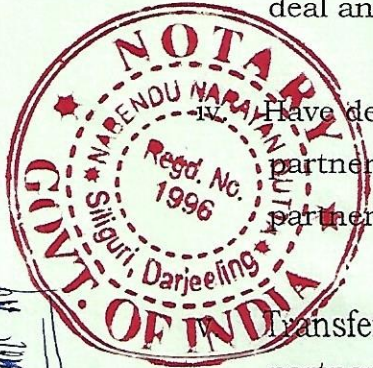
RESTRAINT ON PARTNERS :

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


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- 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.
- 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.

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.

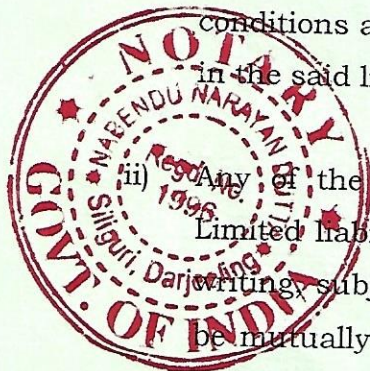
c) None of the partners hereof shall without the consent in writing of the other partners hereof, first had and obtained, sell, mortgage, charge, encumber, alienate, transfer and/or otherwise deal with his share in the firm or any part thereof to any outsider.

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.

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ADMISSION / RETIREMENT/DEATH OF PARTNERS :

i) 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.

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.

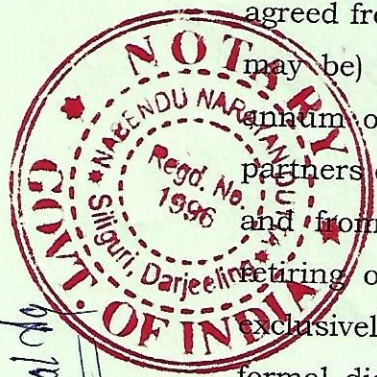
v) The death of any partner shall not operate as dissolution of the limited liability partnership but the legal heir of the deceased partner would succeed to the rights of the deceased partner and the limited liability partnership shall continue between the surviving partners and the heir of the deceased partner.

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

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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.



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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 :

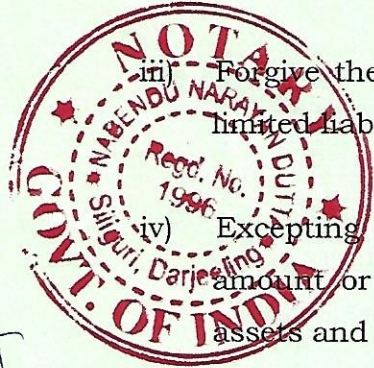
Each partner's shall: -

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

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- 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.

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 coarse 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.

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

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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.

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.

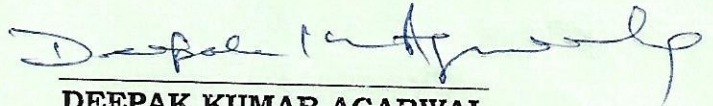
APPLICABILITY OF THE LIMITED LIABILITY PARTNERSHIP ACT :

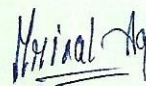
In all other matters for which no provisions are made in these presents, the Partners shall be guided and governed by the provisions of the Limited Liability Partnership Act, 2008.

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:-

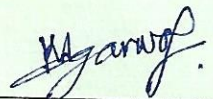
1. Hitesh Sarsodia
50 Sri Ghanshyam Sarsodia
Nehru Road, Khalpara
Siliguri, Darjeeling


DEEPAK KUMAR AGARWAL
FIRST PARTY

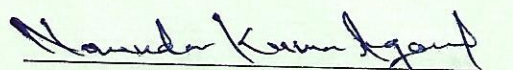



MRINAL AGARWAL
SECOND PARTY

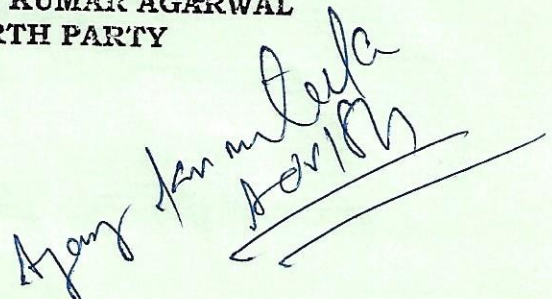
2. Gautam Agarwal
5/0 LT. Ramdhari Agarwal
Seth Srilal Market
Siliguri, Darjeeling



KAMAL AGARWAL
THIRD PARTY


NARENDRA KUMAR AGARWAL
FOURTH PARTY


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Ajay Kumar
20/10/20