

SL. NO. 15/06/11 of 2023

MY SEAL
'A'

- : Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I **QAMRUL HASSAN** appointed by the Government of India as a NOTARY being authorised to practice as such in the District of **KOLKATA** in the state of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" presented before me by the Executants (S)

Sanman Realtech LLP. of
46/L, Raja Rammohan Sarani
KOL-700009, P.S.- Anherant
Street.

Here after referred to as the executants (S) on
this 6th day of Nov
Two thousand 23

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp
on original



IN FAITH AND TESTIMONY WHEREOF I, the said
NOTARY PUBLIC, have hereunto set and subscribed
my hand and affix my Notarial seal of Office at Sealdah
Court at Sealdah in the Dist. at Kolkata on this
6th day of Nov
Two thousand 23

Q. HASSAN
Notary Regd. No.-4312/07
Govt. of India
Sealdah Court
Kolkata

QAMRUL HASSAN
NOTARY
Govt. of India
Regn. No. 4312/07
Sealdah Court
Kolkata

06 NOV 2023

भारतीय गैर न्यायिक

भारत INDIA

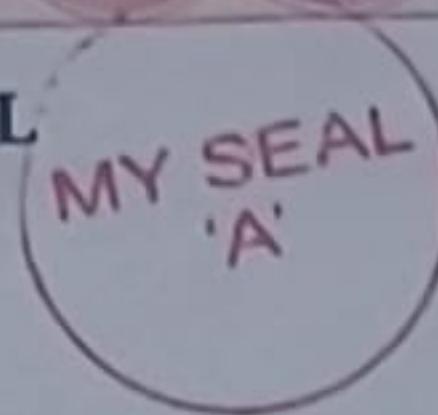
रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL



LIMITED LIABILITY PARTNERSHIP DEED

Under section 23(4) of the Limited Liability Partnership Act, 2008

THIS DEED OF LIMITED LIABILITY PARTNERSHIP made this 30th day of October, 2023 between (1) SRI SANTANU MUKHERJEE (PAN AITPM8726C, Aadhar : 5808-9550-1617), son of late Arun Mukherjee, by religion Hindu, by occupation business and residing at 46/1 Raja Rammohan Sarani, Kolkata : 700009, PS : Amherst Street, hereinafter referred as the FIRST PARTNER, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administration legal representatives and assigns) of the FIRST PART, (2) SMT MANDIRA DAS (PAN : ADSPD7196H, Aadhar : 5633-7224-3040), daughter of late Manik Lal Bose, by religion Hindu, by occupation business and residing at 79A Regent Estate, Kolkata : 700092, PO : Regent Estate, hereinafter referred as the SECOND PARTNER (which expression shall, unless excluded by or repugnant to the context, be deemed to

Contd....

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For SANMAN REALTECH LLP For SANMAN REALTECH LLP

Santanu Mukherjee *Mandira Das*

Q. HASSAN Partner

Partner

For SANMAN REALTECH LLP

Koushik Bose

Partner

Notary Regd. No. 4312/07

Govt. of India
Sealdah Court
Kolkata

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183654

No. Sanjay
Name

Reaptach L2

Address 46/1, Rajje

Rammohun 30

Re. 5601

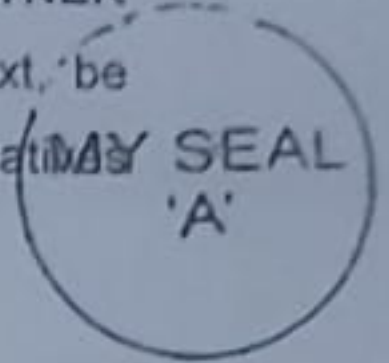
Kab-9

Kolkata Collectorate
11, Netaji Subhas Rd.,
Kolkata-1

Amal Kr. Sahe
Licensed Stamp
Vendor

30 OCT 2023

her heirs, executors, administration legal representatives and assigns)
SECOND PART AND (3) SRI KOUSHIK BOSE (PAN : AWKPB8735B, Aadhar : 5403-2842-3743) son of late Manik Lal Bose, by religion Hindu, by occupation business and residing at 177/6A 4Layalka Roypur Road, Kolkata : 700092, PO : Regent Estate hereinafter referred as the **THIRD PARTNER** (which expression shall, unless excluded by or repugnant to the context, be deemed to include her heirs, executors, administration legal representatives and assigns) of the **THIRD PART**



WHEREAS

1. The parties hereto have decided to form a Limited Liability Partnership Firm to carry on business under the name and style of **SANMAN REALTECH LLP**, (abbreviated as LLP Firm henceforth) for carrying out a business of real estate development on contractual basis or any other profitable basis which has been outlined in details under "**BUSINESS OBJECTS OF THE FIRM**".
2. The **FIRST**, **SECOND** and the **THIRD PARTNERS** are collectively referred as the **DESIGNATED PARTNERS** in the rest portion of this Limited Liability Partnership Deed (abbreviated as LLP Deed henceforth).
3. For smooth functioning of the partnership business and to avoid all sorts of confusion and contradiction in the running of the business, the **PARTNERS** resolved that it would be prudent to record the Terms and Conditions in writing through this deed executed amongst themselves.
4. The **DESIGNATED PARTNERS** have made an application before the Registrar of Companies (abbreviated as ROC henceforth) in the prescribed form and in prescribed manner setting forth the prescribed particulars and upon perusal of the same, the ROC had been pleased to grant Certificate of Incorporation bearing LLP Identification no. **ACD-5501** on **20-10-2023** and **PAN : AFDFS2510K**.

For SANMAN REALTECH LLP

For SANMAN REALTECH LLP

For SANMAN REALTECH LLP

Q. HASSAN Partner

Manik Lal Bose

Koushik Bose

Partner

Partner

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THIS INDENTURE WITNESSETH and the parties hereby have executed and decided upon the following terms and conditions :-



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1. **COMMENCEMENT** : Though the instant document is being executed on this day of 30-10-2023, but it shall have effect from the date of submission of the application form for registration on 14-10-2023 in the ROC portal which shall also be deemed to be the date of commencement of business.

2. **BUSINESS OBJECTS OF THE LLP FIRM** : The parties hereto shall, with effect from the date mentioned in Clause 1 above, carry on or deemed to have carried on the business of partnership in the lines of activities, one or all, considered together as per the specifications given below :-

(a) To carry on the business as builders, property developers, engineering contractors, civil, mechanical and labour contractors, building and erection engineers, consultants, dealers in, importers, exporters and manufactures of prefabricated and precast houses, materials, tools, implements, machinery and metal-ware in connection therewith or incidental thereto and also to alter, demolish, removal or carry out repairs on such favourable terms and deemed fit and to carry on the business of designers, real estate owners, layout promoters and also act as real estate brokers, realtors and agents and other service providers and to carry on any other business that is customarily, usually and conveniently carried on there within or outside the state of West Bengal and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose off or maintain the same and give away for rentals

(b) To carry on the business of contractors, sub-contractors, quasi contractors and to undertake contracts and subcontracts relating to construction, modification, repairing, alteration, construction,

For SANMAN REALTECH LLP

For SANMAN REALTECH LLP

For SANMAN REALTECH LLP

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Koushik Bose

removal, redecoration, redesigning, enlarging, maintenance, improving and designing of civil work, building for whatever use, roads, approach roads, streets, circles, squares, parks, gardens, statues, parking places, electrical installations, bridges, dams, watercourses and reservoirs, tunnels, earthworks, sewers, tanks, drains, sewage, lighthouses, towers, transmission towers, pipelines, underground cables, railway tracks, railway sidings, runways shipyards, stockyards, culverts, channels whether on a turnkey basis or on labour contracts or otherwise.



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- (c) To carry on the business of establishing and/or promoting support services whether information technology-enabled or otherwise including but not limited to placement services, enterprise content and data services, web services, transports, Back office operations, manpower supply, maintenance of information systems and act as consultants for the aforementioned services and businesses.
- (d) To develop skill by providing advisory, training and consultancy services in the field of construction as well development, designing and other dealings of property and related services
- (e) To do all such other acts and things as may be necessary and incidental to the attainment of the business objectives of the firm.
- (f) To diversify into the same or other line of business in future including taking-up of agency services, dealership and other modes of selling and supply of various building materials, paints, construction materials, equipments and the like.

3. LLP FIRM NAME : The business of partnership shall be carried on and continued to be carried on under the name and style of SANMAN REALTECH LLP which has been approved by the ROC. In future, the DESIGNATED PARTNERS may decide to change the name of the Firm if

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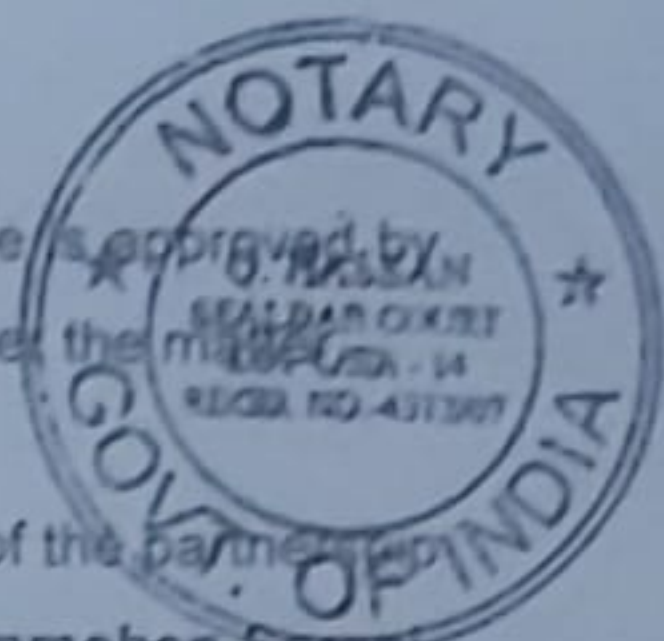
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such change is in the interest of business and such change is approved by the ROC or other competent authority having jurisdiction over the matter.



4. **SITUATION** : The registered office and the principal place of the partnership business shall be situated in West Bengal at 46/1 Raja Rammohan Sarani, Kolkata : 700009, PO : Raja Rammohan Sarani, PS : Amherst Street and KMC Ward No. 38. The partners may open branch offices at any other place or shift the principal office to such other place in Kolkata or outside the city in any other state as may be mutually agreed or as may be convenient for the purpose of business. The e-mail address of the LLP FIRM is sanmanrealtech23@gmail.com. However, this e-mail address of the LLP FIRM can be changed and one or more e-mail ID may be kept in use as the DESIGNATED PARTNERS may mutually decide.

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5. **CAPITAL CONTRIBUTION** : The initial capital for the LLP FIRM shall be contributed by the DESIGNATED PARTNERS as follows either in lump-sum or in installments as may be mutually decided :-

(a)	The First Partner	:	Rs 25,000/- (INR)
(b)	The Second Partner	:	Rs 25,000/- (INR)
(c)	The Third Partner	:	Rs 25,000/- (INR)

However, the DESIGNATED PARTNERS may introduce further capital in the same or different proportions according to the requirement of the business based on mutual agreement and discussion.

6. **ACCOUNTING YEAR** : The accounts of the Firm shall be prepared on the basis of financial year i.e. 1st April to 31st March of the next year and for the first year from the date of commencement to the date of year ending i.e. 31st March.

7. **BOOKS OF ACCOUNTS** : The books of accounts of the firm shall be kept and maintained at the principal administrative office of the LLP FIRM. The DESIGNATED PARTNERS can also mutually decide to keep and maintain the books at some other place based on mutual consent and convenience. The accounts of the firm shall be audited every year and audited final

For SANMAN REALTECH LLP

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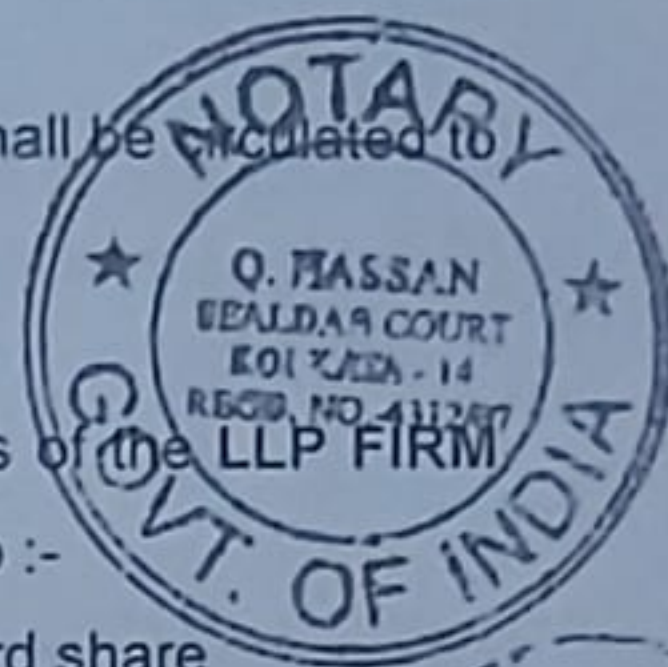
For SANMAN REALTECH LLP

Moumita

For SANMAN REALTECH LLP

Kousthub Bose

accounts shall be prepared. A signed copy of accounts shall be circulated to all the partners.



8. **SHARING OF PROFIT & LOSS** : The profits and losses of the LLP FIRM shall be shared between the partners in the following ratio :-

(a)	The First Partner :	One third share
(b)	The Second Partner:	One third share
(c)	The Third Partner	One third share

MY SEAL
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9. **GENERAL ADMINISTRATION** : All the **DESIGNATED PARTNERS** in the business shall be working partners and they shall take-up various types of jobs and responsibilities in connection with the day to day business operations as may be mutually decided amongst them and shall divide the profits and losses arising out of the business amongst them after charging remuneration to partners. The duties and responsibilities shall be fixed by and between the partners amongst themselves which might undergo change in future depending on the business expediency and other relevant factors in the interest of the business of the firm.

10. **MEETING** : Every matter relating to the administrative decisions of the firm shall be decided by the **DESIGNATED PARTNERS** in a meeting held between them and a resolution passed in this behalf. The **DESIGNATED PARTNERS** shall meet at least once every month or such higher time as may be convenient and necessary considering the business volume. The meeting may be called by sending notice, whats-app message or by any other mode of communication as may be mutually convenient to the **DESIGNATED PARTNERS**. A minute book shall also be maintained mentioning the proceedings of the meeting briefly and resolutions passed in various meetings.

11. **REMUNERATION** : The **DESIGNATED PARTNERS** shall be entitled to remuneration from Firm total remuneration payable to the partners shall be determined in accordance with the limit specified in section 40(b) of the Income Tax Act, 1961. Such remuneration may be withdrawn by the

For SANMAN REALTECH LLP

Mazhar

For SANMAN REALTECH LLP

Koushik Bose

Partner

Q. HASSAN

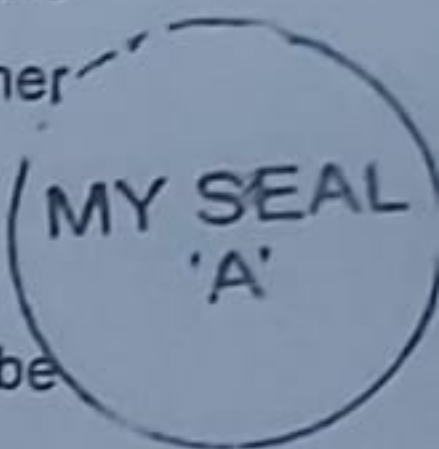
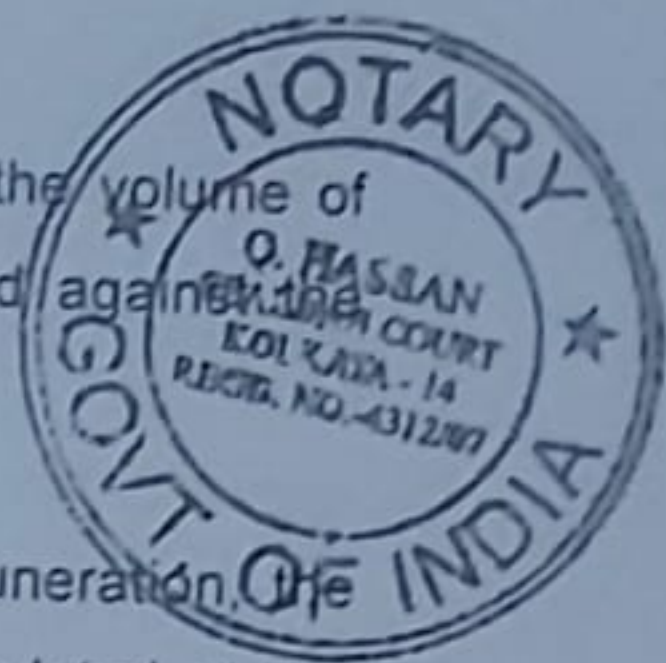
Regd. No. 411267

Notary Public

Government of India

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partners in at a time or every month in parts according to the volume of business and fund position. Net balance would be adjusted against the respective capital accounts of the partners.



12. **INTEREST ON CAPITAL AND LOAN** : In addition to remuneration, the **DESIGNATED PARTNERS** shall be entitled to interest calculated at the rate of nine percent per annum on the daily product balance in his/her ledger for a particular financial year.
13. **DRAWING FROM LLP FIRM** : The remuneration and/or interest may be drawn from the firm in lump-sum or in installments, as per fund position, business convenience and mutual convenience of the partners. But, at no point of time, no partner shall be entitled to draw an amount which exceeds his/her capital account balance. If such an incident occurs, the excess drawing shall be refunded to the firm within a week of such time as may be decided with interest.
14. **BANK ACCOUNT(S)** : The **DESIGNATED PARTNERS** would be entitled to open one or more bank account(s) in the name of the firm at Kolkata or any other place in India or out of India with any bank according to the convenience and requirement of the business. The Bank account of the business would be operated by any two or all of the **DESIGNATED PARTNERS** for day-to-day transactions (including authorizations for fund transfer through NEFT/RTGS to various locations and clients/parties) as may be convenient for the purpose of smooth operation of the business. However, for the purpose of closure of any bank account in the name of the Firm, signature of all the partners would be required.
15. **BORROWING OF FIRM** : The **DESIGNATED PARTNERS**, upon mutual agreement, can approach any bank and / or financial institution for the purpose of borrowing of funds to finance the activities of the business. But no partner shall be entitled to borrow any money for any purpose from any person (other than a bank or financial institution) without written consent of all the partners to this effect. If any such act is done, the said partner would

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For SANMAN REALTECH LLP

Moumita

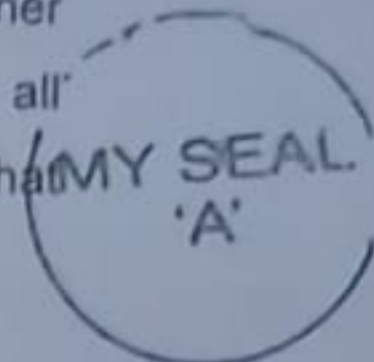
For SANMAN REALTECH LLP

Koushik Bose

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compensate the LLP FIRM for all losses and damages caused to the firm by such act or omission by the DESIGNATED PARTNER(S).



16. **DUTY AND RESPONSIBILITY** : All partners shall work in the best possible interest of the LLP FIRM and shall restrain themselves from doing any such act which is detrimental to the business interest of the Firm. If any partner does any such act, he shall stand to compensate the Firm against all expenses, losses, damages, penalties, fines and any other outgoing that might be caused as a result of such acts or deeds.
17. **BAR ON COMPETING BUSINESS** : It has been mutually decided that no DESIGNATED PARTNER shall carry out any business similar to that of the LLP FIRM in individual capacity in the same area and even if it is done, the same shall be intimated in a meeting and a formal no-objection from the other DESIGNATED PARTNERS is to be taken by way of a resolution passed in the meeting so held. If such intimation is not given, it will be considered as a breach of the duty of the concerned DESIGNATED PARTNER to the Firm.
18. **DISPUTE AND ARBITRATION** : For any dispute or difference of opinion that might arise amongst the partners relating to the business or any other associated matter, it should be decided mutually as far as possible. If no mutual settlement can be arrived at, a reference may be made to an Arbitrator. Each partner may appoint one Arbitrator and the Arbitration proceedings shall be conducted as per the Indian Arbitration Act, 1996, as amended till date and the decision taken in such proceedings shall be final and binding upon the partners.
19. **DISSOLUTION & RETIREMENT** : The Limited Liability Partnership shall be regarded as partnership-at-will and the rights and duties of the Partners in this behalf shall be governed by the provisions of Limited Liability Partnership Act, 2008. However, a partner willing to retire from the partnership must give three months notice in writing to the other partners and upon his retirement, the remaining partners would continue to carry on the business as usual by admission of new partner(s) or in any other

convenient mode. The accounts of the retiring partner shall be settled after the final accounts for the financial year in which the retirement of the partner concerned takes place are drawn up and all the dues from him or her to the firm are adjusted. If the capital account of the retiring partner is found to be insufficient for adjustment of his/her dues, his/her retirement would not be given effect to unless all the dues are cleared.



20. **DEATH OF DESIGNATED PARTNER** : Upon the death of any of the existing partners the LLP Firm would not be dissolved and the legal heir of the deceased partner would be admitted in the partnership with the same or different profit-sharing ratio as may be mutually agreed upon. However, during the life-time of a partner, no partner is entitled to transfer, assign or otherwise encumber his or her share or interest in the partnership firm without the written consent of the other designated partner(s).

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21. The terms and conditions of partnership as noted above are binding upon all the partners. However, such terms and conditions can be modified to facilitate the administration of business based on mutual consensus. In future, depending upon convenience and agreement between partners, the Firm may also be converted to a private limited or public limited company following a due process of law.

22. Any other matter not specifically mentioned in this instrument or not in contradiction therewith shall be governed by the Limited Liability Partnership Act 2008 and such other acts as may be in force

IN WITNESS WHEREOF, the Parties hereto set and subscribe their respective hands under this common seal to these presents on the day, month and year mentioned in the first line of this deed.

SIGNED & DELIVERED by the said
SRI SANTANU MUKHERJEE at Kolkata
in presence of :

Sanjoy Chatterjee
S/o: Late Sanjib Lal Chatterjee
107 Raja Rammohan Ray Sarani
Kolkata: 700009
Occupation: Chartered Accountant

Koushik Bose
Member

Santanu

GNED & DELIVERED by the said
SMT. MANDIRA DAS at Kolkata

in presence of :

Nisha Singh
D/o Late Ram Dulari Kumar
21/A, Ram Chandra Chatterjee lane
Kolkata - 700007
Occupation - Service.

SIGNED & DELIVERED by the said
SRI KOUSIK BOSE at Kolkata

in presence of :

Prasanta Samanta
S/o Late Sasanka Samanta
Khanjapur, Mukhalyan, Bagman
Howrah - 711 312
Occupation - Service.

Drafted by me

Deepayan Acharyya, Advocate

Enrolment No. F/311/991/2015 *Deepayan*



For SANMAN REALTECH LLP
Manoj

Partner



For SANMAN REALTECH LLP

Koushik Bose
Partner

Partner

Santanu

Manoj

Koushik Bose

Identified by ME
Pratik Mondal
Advocate

Signature of Executant
Attested in identification by
LD. Advocate *R.K. Mondal*
At Seal & P. Court
Kolkata