

Laxmi Kanta Das

B.A. (Hons.) LL.B. Advocate &
Notary Public, HOWRAH

Place of Profession :-
Judges' Court, Howrah Sadar, Howrah
Residence & Chamber :
26&27, NEW SIL LANE,
(Behind Bangabasi Cinema Hall)
P. S. & Dist. HOWRAH -711 101
Phone : (033)2638 8392
Mobile :- 9331871989

f. No.

31 Aug / 142 / 22

Date 03 AUG 2022

Notarial Certificate

PURSUANT TO SEC. 8 OF THE NOTARIES ACT, (53 OF 1952) &
SUBORDINATE LEGISLATION THERE UNDER GOVT. OF INDIA
MINISTRY OF LAW AND JUSTICE.

TO ALL TO WHOM THESE PRESENTS shall come
I, LAXMI KANTA DAS, duly appointed by the Governor of
W. Bengal to practice as NOTARY PUBLIC do hereby
Verify authenticate, certify, attest as under the execution of
the instrument, annexed, here unto collectively marked "A"
on its being executed and admitted and identified by the
respective signatories as to the matters contained there in
present before me by the *executant (s) / His / Their Ld.
Lawyer and / or His / their representative (s)

Sri / Smt. Sandip Gupta

Accordingly, this is to certify, authenticate
and attest that the annexed instrument "A" is the affidavit/
Partnership deed / power of attorney / agreement / will /
declaration / bond executed on 27.02.22
by Sri / Smt. MD. Wasim Ahmed

& others. Prima facie the annexed instrument "A" appears
to be in the usual procedure to serve and avail as need for
occasions shall or may require for the same and it contains
1 to 25 Pages.

IN FAITH AND TESTIMONY WHERE OF being required
for a Notary I, the said notary do hereby subscribe my
hand and affix my seal of office at HOWRAH on this the

3rd day of August in the year 2022

*Signature (s) L. T. I. (s)



LAXMI KANTA DAS
NOTARY PUBLIC HOWRAH
REGD. No. 60/2002
Govt. OF W. B.
NOTARIAL STAMP
Affixed / Notaffixed

03 AUG 2022



WEST BENGAL BEFORE THE NOTARY PUBLIC HOWRAH
LIMITED LIABILITY PARTNERSHIP AGREEMENT

AH 807957

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



THIS AGREEMENT of Limited Liability Partnership made at Kolkata this
27th Day of July, 2022

BETWEEN

1. Mr. Wasim Ahmed son of Shaikh Mohammad Sayeed, by occupation Business, residing at P-283, Dargah Road, P.O. Circus Avenue, Kolkata- 700017, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the FIRST PARTY.
2. Mr. Farhan Ahmed son of Amir Ahmed, by occupation Business, residing at 22/6 Chandra Nath Roy Road, Kolkata Municipal Corporation, Tiljala Kolkata- 700039, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the SECOND PARTY.

[Signature]
LAXMIKANTA DAS
NOTARY HOWRAH
3 AUG 2022

[Signature] Farhan Ahmed

[Signature]

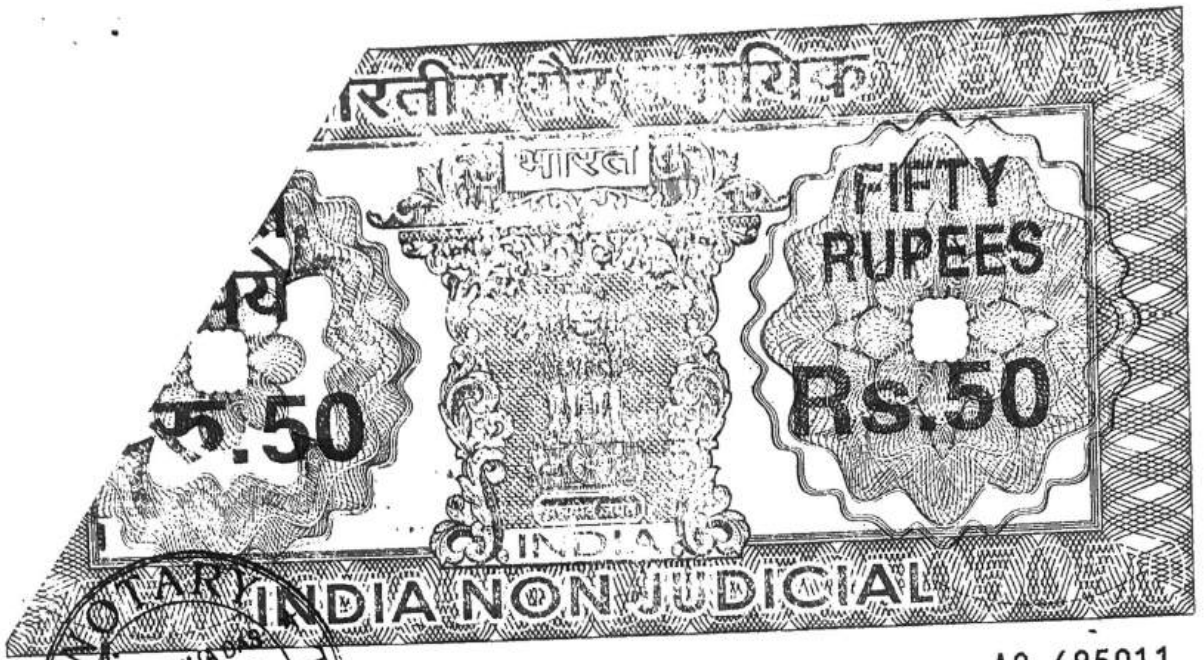
Serial 4316 Date 22/07/2022

Name Wasim Ahmed

Kolkata - 700017

1000

Chatterjee
PROBAL CHATTERJEE
Howrah Court (Alameda)
Criminal Court



AC 695011



3. Mr. Faiz Ahmed Khan son of Javed Ahmed Khan, by occupation Business, residing at 2, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata- 700039, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the **THIRD PARTY**.

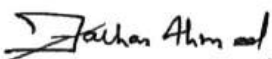
Whereas the above Parties have mutually agreed among themselves to commence a new business and desirous to form a Limited Liability Partnership and become its Partners & Designated Partners and that they intend to record the terms and conditions of the said formation.

DEFINITIONS

- (i) THE ACT and the said Act shall mean the Limited Liability Partnership Act, 2008.
- (ii) The Rules and the said Rules shall mean the Limited Liability Partnership Rules, 2009.

Page 2 of 25


AXMIKANTA DAS
NOTARY HOWRAH


Faiz Ahmed Khan


Javed Ahmed Khan

3 AUG 2022

4317 .. Date 21/07/2022

wasim Ahmed

Address: Kolkata - 700017

50r

Pradyumn

PROBATION OFFICER
Howrah Court (Atchala)
Criminal Court



- (iii) The provisions of the First Schedule of the Act applicable to **LLL REAL ESTATES LLP** so far as they are inconsistent with any of the clauses of the agreement.
- (iv) **Designated Partners** - Designated Partner is a Partner as defined u/s 7 of Limited Liability Partnership Act, 2008.
- (v) **Partners** - Partners are those who are admitted to **LLL REAL ESTATES LLP** with the mutual consent of the Designated Partners and include Designated Partner.
- (vi) **Contribution** - Contribution means the amount brought in by the Partners of **LLL REAL ESTATES LLP** in the manner stated in Clause 3 to 6 of this agreement.
- (vii) **Gross Profit** - Gross Profit means "Profit after Depreciation and Interest, but before tax"
- (viii) **Profit and Loss Sharing Ratio**- Profit and Loss Sharing Ratio means the Ratio in which the Profit and loss of **LLL REAL ESTATES LLP** shall be distributed among the partners of **LLL REAL ESTATES LLP**, and is more specifically described in Clause 8 and 9 of this agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. A Limited Liability Partnership shall be carried on in the name and style of **LLL REAL ESTATES LLP** [hereinafter referred to as **LLL REAL ESTATES LLP** or **The LLP**]. **LLL REAL ESTATES LLP** shall have its Registered Office at 289D, Darga Road, Circus Avenue, Kolkata, West Bengal-700017 and / or at such other place or places, as shall be agreed to by the Designated Partners from time to time.

All Parties hereto shall be the Partners on the Incorporation of **LLL REAL ESTATES LLP**.

The First Party, i.e., **Mr. Wasim Ahmed**, and the Second Party, i.e., **Mr. Farhan Ahmed** shall be the **Designated Partners** on the Incorporation of **LLL REAL ESTATES LLP**.

Page 3 of 25

3 AUG 2022

ne initial contribution to **LLL REAL ESTATES LLP** shall be Rs. 3,00,000/- (Rupees Three Lakh only) which shall be contributed by the Partners as under :

First Party : Rs. 1,00,000/- (Rupees One Lakh only)

Second Party : Rs. 1,00,000/- (Rupees One Lakh only)

Third Party : Rs. 1,00,000/- (Rupees One Lakh only)

CONTRIBUTION

3. The Contribution of any Partner may be tangible, intangible, moveable or immoveable property subject to the unanimous approval of all the Partners.

4. Subject to approval of all the designated Partners, **LLL REAL ESTATES LLP** may call for bringing in additional amount of contribution from the Partners apart from the contribution stated in Clause 2 above for meeting operational needs, working capital requirement and any other business related requirements.

5. Such additional contribution shall be brought in upon such terms and conditions as may be mutually agreed upon and the same shall be credited as partner's current capital account.

6. The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of all the Designated Partners. Such withdrawal of contribution shall be followed by a suitable modification of **LLL REAL ESTATES LLP** Agreement with the consent of all the Partners.

BUSINESS OF LLL REAL ESTATES LLP

7. The LLP shall carry on the following business:

(i). To engage in business of construction, development and construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend all kinds of works, public or otherwise, buildings, houses and other

Page 4 of 25

3 AUG 2022

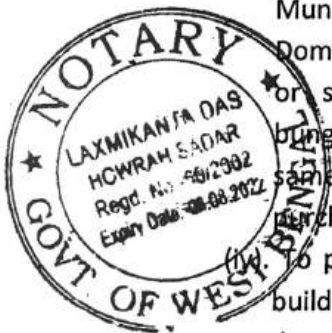
constructions or conveniences of all kinds, includes offices, godowns, garages, hi-technology industrial parks, residential townships, vocational training centers, leisure parks, convention centers, hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

(ii). To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex or complex (es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).

(iii). To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lump sum or easy installments or by hire purchase system and otherwise.

(iv). To purchase, sell and otherwise to carry on the business such as builders, contractors, architects, engineers, Estate agents, decorators and surveyors.

(v). To purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property.



[Handwritten signature]

[Handwritten signature: Jahan Ahmed]

[Handwritten signature]

PROFIT / LOSS SHARING RATIO

8. The Partners hereto shall share profits and losses of **LLL REAL ESTATES LLP** in the following ratio:
- (a) First Partner shall be entitled to 30% of the Profit/Loss,
 - (b) Second Partner shall be entitled to 30% of the Profit/Loss, and
 - (c) Third Partner shall be entitled to 40% of the Profit/Loss.
9. The Profit/Loss sharing ratio of the Partners may be altered subject to unanimous approval of all Partners, and alteration of **LLL REAL ESTATES LLP Agreement** to this effect and necessary compliance with all the requirements under the Act and Rules.

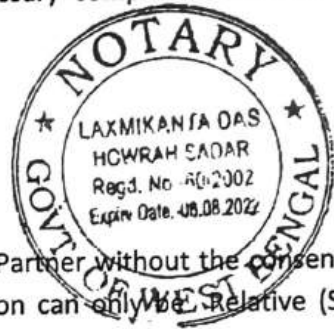
PARTNERS

Admission of New Partner

10. No Person may introduce as a new Partner without the consent of all the existing Partners and such person can only be Relative (Son, Daughter, Wife, Father and Mother) of the existing Partner as mentioned in this deed and such incoming Partner shall give his prior consent to act as Partner of The LLP.
11. Consequent to admission of a new Partner, **LLL REAL ESTATES LLP Agreement** shall be suitably modified with the consent of all the Partners.

Resignation / Retirement of Partner

12. No Partner may resign or retire or cease to be Partner of **LLL REAL ESTATES LLP** without the unanimous approval of all the Partners. If Partner wishes not to continue then Clause No 14 has to be followed.
13. If any resignation or retirement or cessation or transfer has the unanimous approval of all Partners, then and in such event the account of **LLL REAL ESTATES LLP** shall be taken as closed on the date of resignation / retirement / cessation / transfer of Partner's right to other



[Handwritten signature]

[Handwritten signature]

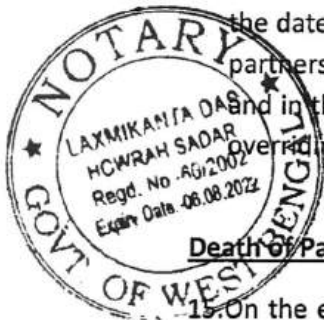
[Handwritten signature]

3 AUG 2022

Person / Persons other than the existing partners, and the amount found due from or payable to the Resigning / Retiring/ ceasing / Transferring Partner, whose rights are being transferred, shall be paid within a period as is unanimously agreed upon between the Partners. The business of **LLL REAL ESTATES LLP** with all its assets and liabilities shall be continued by the Continuing Partners.

MECHANISM OF ADMISSION AND RETIREMENT OF DESIGNATED PARTNERS

14. If a Partner wishes to retire from the business it has to first offer its shares as mentioned in Deed to the existing Partners. Such offer must be made through proper way of communication as per legally accepted mechanism .The retiring partner's offer has to be accepted by the remaining partners within 45 Days of receiving such Offer Letter and such claim shall be the amount outstanding in its books as on date of offer. Such Claims of Retiring partner once accepted must be cleared within 120 Days of from the date of acceptance else Interest @12% simple interest shall be payable to him by the remaining partners from the date of acceptance. In case offer of Partner is not accepted by other partners then such retiring partner shall sell its shares to any outsider and in that case such outsider has to be accepted as Partner in Business overriding all restrictions as mentioned in Deed.



Death of Partners

15. On the event of Death of any Partner, the other parties agree to admit within thirty (30) days, any of the legal heirs as mentioned being Son, Daughter, Wife, Father and Mother Only of the deceased partner as a Partner on the same terms and conditions as of the Deceased Party. if the legal heirs not interested to become partner in the LLP then they sell its shares to existing partners and Clause 14 as to be followed for such resignation.

Fathah Ahmed

- 3 AUG 2022

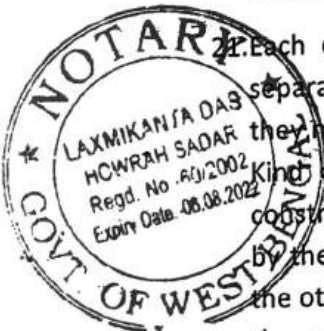
Page 7 of 25

Removal of Partners

- 16. 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 **LLL REAL ESTATES LLP** with fraudulent purpose and/or prejudicial to the interest of this Limited Liability Partnership and/or its partners.
- 17. The partner shall not, be allowed to carry on the same nature of business in West Bengal without consent of other partner and if any partner start the same nature of business can be expelled by other Partners, and that expelled partner treated as involved in fraudulent activities other than inherited properties or the properties purchased by the partners before incorporation of LLP or for construction of own house.
- 18. As a corporate, none of the Partners or authorized signatories shall resign or be divested of authority without the unanimous approval of all Partners or till the dissolution of LLP.

Rights of Partner

- 19. Remuneration of the Designated Partners hereto shall be as may be mutually decided by the Partners hereto from time to time that must be authorized properly by all partners.
- 20. All the Partners hereto shall have the rights, title and interest in all net assets and properties in LLP in the proportion of their share of profits.



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 other than the same kind of business which is carried by **LLL REAL ESTATES LLP** except construction made on own property or other property which was taken by the partner before this incorporation of **LLL REAL ESTATES LLP**, and the other Partners and LLP shall have no objection thereto provided that the said Partner shall not use the name of LLP to carry on the said business.

[Handwritten signature]

Jahan Ahmad

[Handwritten signature]

3 AUG 2022

Every Partner has a right to have access to and to inspect and copy any books of account documents, etc. of LLP but he/she shall not be allowed to remove books of accounts from address, where all or any books of account and papers are maintained.

23. Upon insolvency of Partner his or her rights, title and interest in LLP shall come to an end.

Duties of Partners

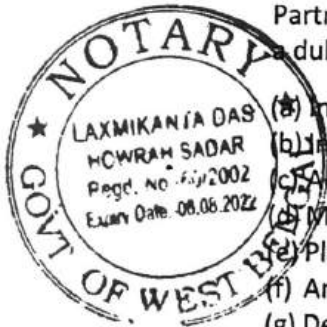
24. Every Partner shall account to LLP for any benefit derived by him without the consent of LLP from any transaction concerning LLP, or from use by him of the property, name or any business connection of LLP and if a partner derives any profits for himself from any transaction of the LLP, or from the use of the property or business connection of the LLP or the LLP-name, he shall account for that profit and pay it to the LLP;

25. Every Partner shall indemnify the LLP and the other existing Partners, for any loss caused to it by his fraud and /or conduct of the business of the LLP.

26. Each Partner shall render true accounts and full information of all things affecting the LLP to any Partner or his legal representatives.

27. The following acts on behalf of **LLL REAL ESTATES LLP** or any business controlled by LLP or for its benefit, must be submitted to the meeting of Partner and shall require the affirmative vote of all the Partner either at duly constituted meeting of the Partner or by circular resolution, viz.,

- (a) Increase or reduction in contribution.
- (b) Increase / Decrease / Removal / Change of Designated Partners.
- (c) Alteration of the LLP Agreement.
- (d) Modification in the right of Designated Partners.
- (e) Placing of the LLP in Voluntary dissolution or liquidation
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of appropriations of profits.
- (h) Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by LLP before the expiration of the term of lease or License.
- (i) Any sale or lease of the whole substantial part of the business or undertaking of LLP.



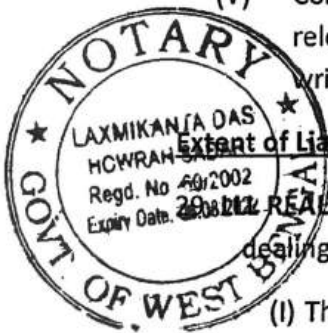
[Handwritten signature]

[Handwritten signature]
3 AUG 2022

- (j) Sale or Assignment of goodwill of LLP.
- (k) Opening / Closing of bank account/s and modifying mandate for operation of such account/s.

28. No Partner shall without the written consent of all the other Partner of the LLP:

- (I) Employ any money, goods or effects of LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of LLP.
- (II) Lend money or give credit on behalf of the 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, that might be incurred through any breach of provisions shall be made good with the LLP by the Partner incurring the same.
- (III) 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 LLP property or any part thereof may be seized.
- (IV) Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a Partner therein.
- (V) Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP, except upon the written consent given by all the other Partners.



Extent of Liability of LLL REAL ESTATES LLP

LLL REAL ESTATES LLP will not be bound by anything done by Partner in dealing with a person if:

- (I) The partner has no authority to act for LLP in doing a particular act;

Or

- (II) The person dealing with him knows that he has no authority or does not know or believe him to be a Partner of LLP.

3 AUG 2022

Notice of Meetings

30. The meeting of the Partners may be called by giving 7 days prior notice to all the Partners at their address noted above or by mail or by Email provided by the individual partners in writing to LLP. In case any Partner is out of Kolkata the meeting may be conducted by serving 7 days prior notice through email. Provided that the meeting may be called at shorter notice, if majority of the Partners agree in writing to the same either before or after the meeting.

Requisition for Meetings

31. Any Partner may make a requisition for convening and holding a meeting of the Partners of LLP. Such requisition made by the Partner/s must state the object or objects of the meeting proposed to be called, and must be signed by the requisitioners and be deposited at the office.

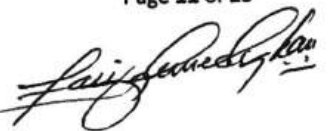
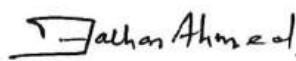
32. Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the requisition being deposited at the office to cause a meeting to be called, on a day not later than 30 (thirty) days from the date of deposit of the requisition, the partners may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of deposit of the requisition as aforesaid.

Place and Manner of holding Meetings

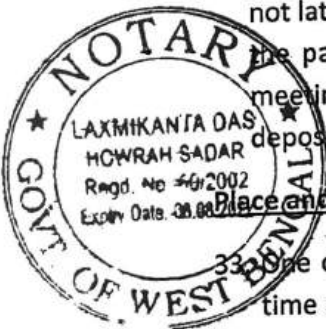
33. One or more meetings of the Partners of LLP may be held at any such time and at any such intervals as may be deemed fit by all the Partners of the LLP.

34. With the written Consent of the Partners, a meeting of the Partners may be conducted through Teleconferencing, or Circular Email.

35. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience and agreement of the Partners.



- 3 AUG 2022



36. At any time, any Partner of LLP, being a body corporate, shall be deemed to be present, if it is represented by any individual, holding a valid letter of authority / power of attorney / resolution allowing such individual to represent the body corporate in the meetings of Partners of LLP.

Proxy

37. A Partner of the LLP may, by executing a Power of Attorney or a Letter of Authority, appoint any individual (Son Daughter Wife Father And Mother of Designated Partners as his proxy to represent such Partner in his absence, at the meeting of Partners of the LLP.
38. Such proxy appointed by a Partner may or may not be another Partner of the LLP, and such proxy should be deposited at the registered office of LLP at least 24 hours before the time fixed for the meeting of Partners of the LLP.

Quorum for Meetings

39. A Partner present in person or through proxy shall be a quorum for a Meeting of Partners of LLP.
40. If at the expiration of half an hour from the time appointed for holding a meeting of the LLP, a quorum shall not be present, the meeting if convened by or upon the requisition of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at same time and place or on such other day at such other time and place as all the Designated Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact, the business for which the meeting was called.



Chairman of the Meeting

41. The designated Partners unanimously may, at any time, elect any person amongst the Partners as a Chairman to chair all or any of the

Fathah Ahmed

meetings of the partners of LLP held after his appointment as a chairman.

42. If designated Partners of LLP have not appointed any chairman or if at any meeting, such Chairman shall not be present within fifteen minute of the time appointed for holding such meeting then the partners present shall elect one of their Partners to be the chairman.
43. No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

Voting at Meeting of Partners

44. The voting for matters discussed at the meetings of Partner shall be by Show of hands, unless voting by poll is demanded by any Partner.
45. At the meeting of Partners, votes may be given either personally or by proxy. A body corporate, being a partner of the LLP may vote either by a proxy or by a representative duly authorized by a Board Resolution / Power of Attorney or a Letter of Authority, and such representative shall be entitled to the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.
46. Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, where present in person or by proxy, shall be in proportion to his / its share of profit of LLP as stated in Clause 8 hereinabove.

47. A Partner present by proxy shall be entitled to vote only on a poll but not by show of hands unless such Partner is body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.

48. The Chairman of any meeting shall be the sole judge of the validity of every Vote tendered at such meeting. The Chairman present at the



Jahan Ahmed



- 3 AUG 2022



taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairman's Casting Vote

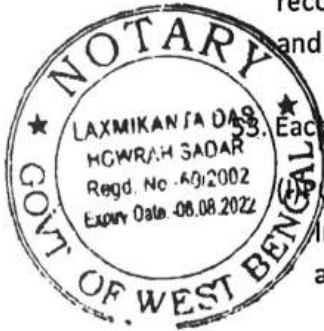
49. In the case of any equality of votes, the Chairman shall both on a show of hand and at a poll (if any) have a casting vote in addition to the vote to which he may be entitled as a Partner.

Circular Resolution

50. The Partner may pass the necessary resolution in writing by way of circulating the resolution in draft together with the necessary document on paper and / or via electronic and /or digital means, relating to the business of the LLP and such resolutions shall be binding on all the Partners of the LLP.

51. On a poll taken at a meeting of Partners of LLP, a Partner entitled to more than one vote, or his proxy or other person entitled to vote for him as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

52. The Partners shall ensure that all decisions taken by them in meeting are recorded in the minutes within seven (7) days of taking such decisions and are kept and maintained at the Registered Office of the LLP.



53. Each Partner shall:

(i) Promptly pay and discharge the separate debts and engagement and indemnify the other Partners and the LLP assets against the same and all Proceedings, costs, claims and demands in respect thereof.

(ii) Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the LLP business and affairs and all transactions, matters and things relating thereto.

Fathah Ahmed

3 AUG 2022

(III) Punctually and forthwith account for and pay in LLP all moneys, cheques and other negotiable instruments whatever received by him / or it for and on behalf of LLP and shall punctually and forthwith credit or get the same in the books of accounts of LLP.

(IV) Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of LLP business and they all shall be the working Partners.

DESIGNATED PARTNERS

Appointment of Designated Partners

54. The following persons shall act as the Designated Partners of LLL REAL ESTATES LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and Limited Liability Partnership Rules, 2009.

(I) Mr. Wasim Ahmed and

(II) Mr. Farhan Ahmed

55. The Designated Partners must be compulsorily Partners of LLP.

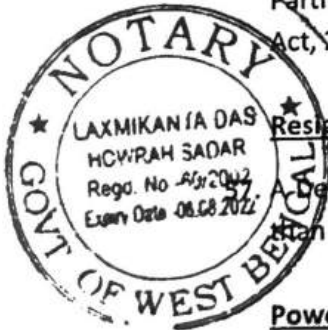
56. LLL REAL ESTATES LLP may from time to time, change the Designated Partner with the approval of all Partners and in accordance with the LLP Act, 2008.

Resignation of Designated Partners

Designated Partner may resign by giving a notice in writing of not less than thirty days about his intention to resign as Designated Partner.

Power of Designated Partner

58. The business of the LLP shall be managed by the Designated Partner, who may exercise all such powers of the LLP and do all such acts and things as are, by the Agreement, required to be exercised only by the Partner of the LLP.



[Signature]

[Signature: Farhan Ahmed]

[Signature]

9. Provided that the Designated Partners shall not, except with the unanimous consent of all the Partners.
- (A). Sell, lease or otherwise dispose of the whole or substantially the Whole of the undertaking of LLP;
 - (B). Remit or give time for the repayment of any debt by a Designated Partner;
 - (C). Invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking or of any premises or properties used for any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time.

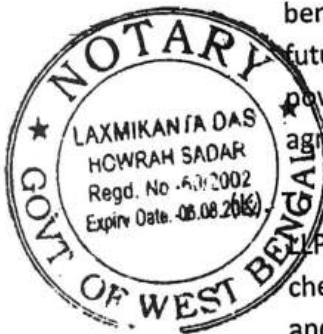
60. Subject to the Designated Partners, provided by the above clause, the Designated Partner shall have the following power for conducting the business of the LLP:

- (A). To pay the cost, charges and expenses preliminary and incident to the promotion, formation, establishment and registration of the LLP.
- (B). To purchase or otherwise acquire for LLP any property, right, privileges which LLP is authorized to acquire and necessary for the development of the said premises, at or for such price or consideration and generally on such term and conditions as they think fit, and in such purchases or other acquisition to accept such title as the Designated Partners may believe or may advise to be reasonably satisfactory.
- (C). To pay for any property, right, or privileges acquired or service rendered in LLP necessary for the development of the said premises either wholly or partially, in cash or bond, mortgages, or other securities.
- (D). To secure the fulfillment of any contracts or engagement entered into by LLP in such manner as they may think fit.



3 AUG 2022

- (E). To appoint any person to accept and to hold in trust for LLP any property belonging to LLP, or in which it is interested, or for any other purpose, and to execute and do all such deed and things as may be required in relation to any such formal or informal trust, and to provide for the remuneration of such trustee or trustees.
- (F). To institute, conduct, defend, compound, or abandon any legal proceeding by or against LLP or its officer or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against LLP, and to refer any difference to arbitration, and observe, and perform any awards made thereon.
- (G). To act on behalf of LLP in all matters.
- (H). To make and give receipts, releases and other discharges for money payable to LLP, and for the claim and demands of LLP.
- (I). To invest deposit and deal with any moneys of LLP not immediately required for the purpose thereof upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (J). To execute in the name and on behalf of LLP in favour of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit for LLP such mortgages of LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- (K). To determine from time to time who shall be entitled to sign, on LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts, and documents and necessary authority for such purpose.
- (L). To distribute by way of bonus amongst the staff of the LLP a share in the profits of LLP, and to give to any officer or other person employed by LLP a commission on the profit of any business or



[Handwritten signature]

Fahes Ahmad

[Handwritten signature]

transaction and to charge such bonus or commission as part of the working expenses of the LLP.

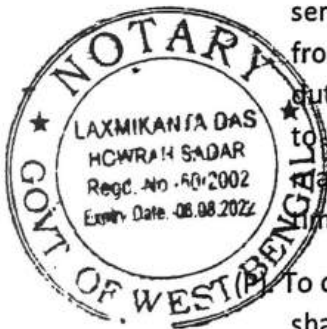
(M). To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or Ex-employees of the LLP and their wives, widows and families or the dependents or connections of such persons by building contributing to the building of house, dwellings or chaw or grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts or and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance.

(N). To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or claim to support or aid by LLP either by reason of locality of operation, or of public and general utility or otherwise.

(O). To appoint, and at their discretion remove or suspend such architects, engineers, contractors, consultants, agents, general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries, or employments or remuneration, and to require security in such instances and to such amount as they may think fit. Moreover, provide to the management from time to time the transaction and the affairs of the LLP.

To comply with requirements of any local law which in their opinion, shall in the interest of the LLP be necessary or expedient to comply with.

(Q). From time to time and at any time to establish any person or corporate for managing and supervising any of the affairs of LLP and their remuneration.



A handwritten signature in black ink, appearing to be "Anil K".

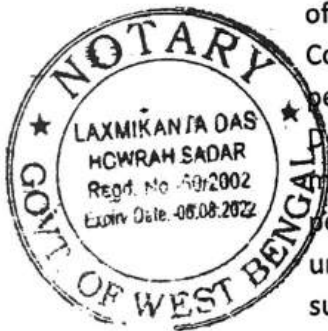
A handwritten signature in black ink, appearing to be "Fathor Ahmad".

A handwritten signature in black ink, appearing to be "Sujit Kumar".

3 AUG 2022

(R). From time to time and at any time to delegate any person or corporate so appointed any of the powers authorities and discretions for time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize such person or corporate, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any person or corporate so appointed and may annul any such delegation.

(S). At any time and from time to time by power of attorney, to appoint any person or person to be the attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and moneys) and for such period and subject to such conditions as the Partners unanimously may from time to time think fit, and any such appointment may (if the Designated Partners unanimously think fit) be made in favour of person or corporate as aforesaid or in favour of any LLP or the Partners, directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the Designated Partners unanimously and any such power of Attorney may contain such power of the protection or convenience of persons dealing with such Attorneys as the Designated Partners unanimously may think fit, and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

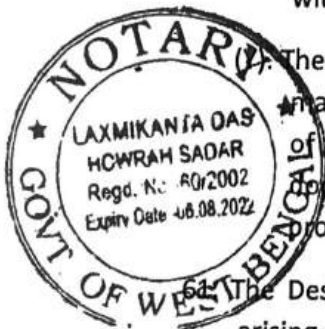


(T). For or in relation to any the matters aforesaid or otherwise for the purpose of the LLP to enter into all such negotiations and contracts and rescind any or all such contracts, and execute and do all such

Faizan Ahmed

acts, deeds, and things in the same and on behalf of LLP as they consider expedient.

- (U). From time to time make vary or repeal bye- laws for the regulation of the business of LLP, Its officers and servants.
- (V). The Designated Partners may formulate, create, institute or set up such scheme, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of LLP.
- (W). All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by LLP, shall be signed, drawn, accepted or otherwise executed as the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.
- (X). All the Designated Partners may unanimously, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to with or the execution of and substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any powers.



The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP 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.

The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

INTEREST ON CAPITAL

62. No interest shall be payable to the Partner on their fixed capital contribution. However, the amount standing to the credit of Partner in current account, shall carry interest at a rate, as mutually agreed among

3 AUG 2024

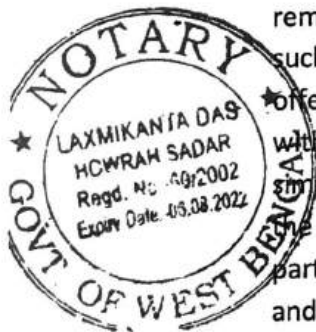
all the Partners or such rate as may prescribed under section 40(b)(IV) of the Income Tax Act, 1961. If there is any debit balance in account of any Partner, interest at the same rate shall be payable by the Partner. The interest shall be credited/ debited – as the case may be –to the Partners' account on close of the accounting year.

INDEMNITY

63. The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, 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 as and officers of LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

TRANSFER OR ASSIGNMENT OF RIGHTS

64. If a Partner wishes to retire from the business it has to first offer its shares as mentioned in Deed to the existing Partners. Such offer must be made through proper way of communication as per legally accepted mechanism .The retiring partner's offer has to be accepted by the remaining partners within 45 Days of receiving such Offer Letter and such claim shall be the amount outstanding in its books as on date of offer. Such Claims of Retiring partner once accepted must be cleared within 120 Days of from the date of acceptance else Interest @12% simple interest shall be payable to him by the remaining partners from the date of acceptance. In case offer of Partner is not accepted by other partners then such retiring partner shall sell its shares to any outsider and in that case such outsider has to be accepted as Partner in Business overriding all restrictions as mentioned in Deed. No Partner of LLP is allowed to transfer or assign his /or its interest in LLL REAL ESTATES LLP without the unanimous approval of all Partners.



3 AUG 2022

65. No Partner of LLP is allowed to transfer or assign his /or its interest in the profit of LLP to any other person or corporate in the market verbally or in writing.

BORROWING POWERS

66. The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/body corporate, for meeting its working capital requirements, and any other administrative and strategic requirement, with the unanimous approval of all the Designated Partners of the LLP.
67. In respect of the funds borrowed, the LLP may as a security, assign all or any part of the property of the LLP (both present and future) including its Unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.

AUDITORS

68. The auditor will be appointed with the unanimous consent of all the Designated Partners of the LLP.
69. The auditor can be removed before the expiry of term of with the unanimous consent of all the Partners of LLP.

Miscellaneous Provisions:

70. The LLP shall indemnify each Partner in respect of payments made and Personal liabilities incurred by him:

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 LLP.



[Handwritten Signature]

[Handwritten Signature: Faisal Ahmed]

3 AUG 2022

[Handwritten Signature]

BOOKS OF ACCOUNTS

- 71. The books of accounts of The LLP shall be maintained and kept for the Reference of all the Partners at the Registered Office of LLP.
- 72. The accounting year of the 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 the LLP till 31st March of subsequent year.
- 73. The final accounts of LLP containing the profit & loss Account and Balance sheet shall be made within six months after the 31st March the relevant accounting year and each Partner, if he/she agrees in writing by signing the statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.
- 74. It is expressly agreed that the bank account of the LLP shall be opened with any Scheduled Bank/s as the Partners may mutually decide and shall be operated jointly and / or severally by the two Partner, or as otherwise agreed by all the Partners.

MODIFICATION OF ALTERATION

75. Notwithstanding anything said or provided herein, the Partners can unanimously modify, alter, the terms and conditions of the LLP Agreement, subject to the provisions of the Limited Liability Partnership Act 2008, in any manner whatever as they may deem fit by mutual agreement and his / her rights and powers in the LLP. It shall be reduced to writing and be signed by all the Partners and thereupon and writing shall become part of this LLP Agreement.



[Handwritten signature]

Fahar Ahmed

[Handwritten signature]
Page 23 of 25

- 3 AUG 2022

DISPUTE RESOLUTION

76. All disputes and differences between the parties hereto regarding the construction, interpretation, scope of any the terms and conditions herein contained or determination of any liability shall be referred to the arbitrator and the same will be deemed to be a reference within the meaning of the Arbitration & Conciliation or enactment thereto for the time being in force.

(A) The arbitrator shall have summary powers and to direct any Partner to resign from the Partnership business without dissolving the said Partnership firm.

(B) The arbitrator shall have the power to direct dissolution of the Partnership firm.

(C) The arbitrator shall be entitled to give interim awards and / or directions, as the Arbitrator jointly in their absolute discretion deem fit and proper.

(D) It will not be obligatory on the part of the Arbitrator to give speaking and / or reasoned Award.

(E) It will not be obligatory on the part of the Arbitrator to follow the principals laid down under the Indian Evidence Act.

WINDING UP

77. LLL REAL ESTATES LLP can be wound up with the unanimous consent of all the Partners subject to provisions of Limited Liability Partnership Act,



LLL REAL ESTATES LLP shall have perpetual succession and death, retirement or insolvency of any partner shall not dissolve LLL REAL

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

- 3 AUG 2022

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

Signed and delivered by the:

Partners of :

LLL REAL ESTATES LLP



Witnesses:

(a) Name : AJIT SINGH.

Address: 17/C/1, P. G. Road.
Kolkata - 700029.

Signature: *[Handwritten Signature]*

[Handwritten Signature]
Wasim Ahmed
(Partner)

(b) Name : MD. YUSUF

Address: 18/1 Ekbal Road
Kolkata - 700023.

Signature: *[Handwritten Signature]*

[Handwritten Signature]
Farhan Ahmed
(Partner)

(c) Name : AMIT KR. SHAN

Address: Mans Khali Pool, Anand Road
Howrah - 711009

Signature: *[Handwritten Signature]*

[Handwritten Signature]
Faiz Ahmed Khan
(Partner)

[Handwritten Signature]

INSTRUMENT 'A' REFERRED TO IN THE
NOTARIAL CERTIFICATE DULY EXECUTED
BY THE EXECUTANT AND AUTHENTICATED
BY ME ON IDENTIFICATION BY ADVOCATE

[Handwritten Signature]

LAXMIKANTA DAS
NOTARY HOWRAH
West of West Bengal

Piece Judge's Court
Howrah - 711001
W.B India