

Pashupati Shah
Notary
(Appointed by Govt. of India)



Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

Serial No. 03/22 Dated 21/07/2022

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri/Smt Nikhil Shah Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An Original Re-constituted Limited Liability Partnership Agreement as enclosed herein

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 21st day of July in the year 2022

Solemnly Affirmed & Declared
Before me on Identification.



21/07/2022
Pashupati Shah
NOTARY, SILIGURI
Pashupati Shah
Notary

The executent/s is/are identified by me :

N. Shah
Advocate



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AK 153095

OMSJ Developers LLP

[Signature]
Partner

OMSJ Developers LLP

Bincy Agorwal
Partner

OMSJ Developers LLP

Meenakshi Agorwal
Partner

OMSJ Developers LLP

Suyil Kumar Agorwal
Partner



RECONSTITUTED LIMITED LIABILITY

PARTNERSHIP AGREEMENT

Solemnly Affirmed & Declared
Before me on Identification.

21/7/22
Pashupati Shah
NOTARY, SILIGURI

04 JUN 2022

Sl. No. 7628 Date Rs. 100/
Name: Meenakshi Agarwal
Vill.
P.S. slo
Dist.

JHARNA EISWAS
Stamp Vendor Islamour C

भारतीय गैर न्यायिक



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

OMSJ Developers LLP
[Signature]
Partner

OMSJ Developers LLP
Binary Aggarwal
Partner

OMSJ Developers LLP
[Signature]
Partner

OMSJ Developers LLP
[Signature]
Partner

AF 316626

THIS RECONSTITUTED LIMITED LIABILITY PARTNERSHIP AGREEMENT

is made at SILIGURI on this 21st Day of JULY, 2022.

BETWEEN



Solemnly Affirmed & Declared
Before me on Identification.

[Signature]
21/07/2022
Pashupati Shah
NOTARY, SILIGURI

12 MAY 2022

St. No. 385 Date 12/5/22 H. No. 301
Name Meenakshi Agarwal
Vill. _____
S. _____
Dist. _____

Jharna Biswas
Stamp Vender Islampur Court

OMSJ Developers LLP
Partner

OMSJ Developers L.
Binay Agarwa
Partn

OMSJ Developers LLP
Partner

OMSJ Developers
Sujit Kumar Agarwa
Part

1. **MR. OMPRAKASH AGARWAL**, Son of Late Puran Chand Agarwal, resident of Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri, West Bengal-734001 (*which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees*), hereinafter called the **FIRST PART**.

AND

2. **MR. BINAY AGARWAL**, Son of Sri Omprakash Agarwal, resident of Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri, West Bengal-734001, (*which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees*), hereinafter called the **SECOND PART**

AND

3. **MRS. MEENAKSHI AGARWAL**, Wife of Sri Sujit Kumar Agarwal, resident of Asmi Kunj, Block B, 3rd Floor, Jatin Das Sarani, By Lane, Near Jewel Club, Punjabi Para, Siliguri, West Bengal-734001, (*which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees*), hereinafter called the **THIRD PART**.

AND

4. **SUJIT KUMAR AGARWAL**, Son of Late Raj Kumar Agarwal, resident of Asmi Kunj, B Block, 3rd Floor, Jatin Das Sarani, Near Jewel Club, Siliguri-734001, hereinafter called the "SECOND PARTY" (*which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees*) of the "FOURTH PART".

(The FIRST PARTY AND SECOND PARTY hereinafter shall be individually referred to as RETIRING PARTNER and collectively referred to as RETIRING PARTNERS and the THIRD PARTY hereinafter shall be referred to as CONTINUING PARTNER AND FOURTH PARTY shall be individually referred to as INCOMING PARTNER)

Solemnly
Before me
Pashupati
NOTARY, SILIGURI

OMSJ Developers LLP

[Signature]
Partner

OMSJ Developers LLP

Bincy Aggarwal
Partner

OMSJ Developers LLP

Neerabali Aggarwal
Partner

OMSJ Developers LLP

Suyil Kumar Aggarwal
Partner

WHEREAS Parties of the FIRST to THIRD PARTS were carrying on business of real estate under the trade name & style of **M/s. OMSJ DEVELOPERS LLP** which was registered under the Limited Liability Partnership Act, 2008 on 16th day of August, 2017 with LLP IN: AAK-3261 vide Agreement dated 24th August 2017, further reconstituted vide agreement dated 18th December, 2017, further supplemented vide Supplementary LLP Agreement dated 09th March 2018, further supplemented by Supplementary LLP Agreement 20th Day of March, 2018 and further supplemented by Supplementary Agreement dated 01st Day of April, 2019 and Supplementary Agreement dated 20th Day of January, 2020, Reconstituted Limited Liability Partnership Agreement dated 26th Day of February, 2020 and Supplementary Limited Liability Partnership Agreement dated 05th Day of February, 2021.

AND WHEREAS the First Party and Second Party hereto have expressed their desire to resign as partner from the Limited Liability Partnership (LLP) M/s. OMSJ DEVELOPERS LLP and the Fourth Party hereto expressed his desire to join as Designated Partner of the LLP.

AND WHEREAS the First Party and Second Party shall do hereby agree and confirm that they shall retire from the said LLP and the business of the said LLP shall on and from 16.07.2022 be carried on by the Third Party and Fourth Party as going concern in such manner as the Third Party and Fourth Party may deem fit and the First Party and Second Party does not have any objection to it.

AND WHEREAS a Balance Sheet as on 15.07.2022 shall be drawn and the First Party and Second Party shall be paid all amounts standing to their credit including amount of capital, interest and share of profits in the accounts of said LLP as on date of retirement within 30 days from the execution of this Agreement in the manner as may be mutually determined between the parties hereto and the First Party and Second Party shall accept the amount in full discharge and satisfaction of all rights conferred upon the First Party and Second Party on their retirement from the LLP.

Solemnly Affirmed & Declared
Before me on Identification.

[Signature]
21/07/2022

Pashupati Shah
NOTARY SILLIGURI

OMSJ Developers LLP
Partners

OMSJ Developers LI
Binay Agnewal
Partn

OMSJ Developers LL
Hemabhi Agnewal
Partne

OMSJ Developers LI
Sujit Kumar Agnewal
Partn

AND WHEREAS in order to avoid dispute and differences the Parties hereto have mutually agreed and decided to execute a Reconstituted LLP Agreement between themselves under the terms and conditions agreed herein below.

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

1. NAME OF LLP:

The Business of the LLP shall be carried on in the name and style of **OMSJ DEVELOPERS LLP** and the name of the LLP may be changed with consent of all the existing Designated Partners for the time being.

2. PLACE OF BUSINESS AND REGISTERED OFFICE:

(a) The LLP business shall be carried at 3rd Floor, Asmi Kunj (B), Jatin Das Sarani Ashrampara, Near Jewel, Athletic Club, Siliguri, West Bengal - 734001 as the principal place of business and/ or at such other place or places as the partners shall from time to time agree upon.

(b) The LLP shall have its registered office at the principal place of business and / or at such other place, as may be agreed upon by all the partners from time to time. It shall be the duty of the Designated Partners to intimate the registrar in event of change of Registered Office's Address of the LLP.

(c) With consent of all Designated Partners, the LLP may declare any other address as its administrative office for service of documents.

3. BUSINESS OF LLP:

(i) To carry on the business of real estate, developers, builders, promoters, architects, engineers, erectors, fabricators, architects, surveyors, consulting engineers and taking up the work of construction of buildings (commercial and residential), offices, places of public amusement, road, bridges, dams, power projects, townships, houses, turnkey projects, electrical contracts, furnishing contractors, interior decoration, wood work, painting contracts, plastering contracts, laying of tiles and marbles.

Solemnly Affirmed & Declared
Before me on Identification.

Pashupati Shah
NOTARY SILIGURI

5/11/2022

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Sujit Kumar Agarwal
Partner

(ii) To acquire by lease, exchange, ownership, purchase, hire, rent or otherwise acquire, deal in, construct, let out, furnish and carry on all or any of the functions of proprietors of dwelling houses, lands and buildings, apartments, flats and immovable property of any kind or undertake, maintain, remodel, build, erect, demolish, repair, alter, pull down, re-erect or do any work, furnish any building or building scheme, or other works or to act as contractors for any person, local or other bodies or in association and collaboration with government authorities, and to sell, let on hire, rent, lease, give on hire purchase or outright sale basis or otherwise on such terms and conditions as the company may think fit and to transact the general business of a land and property agent, builders, contractors, architects, planners, developers, decorators, furnish and maintain buildings, works and sanitary conveniences of all kinds.

4. TERM OF LLP:

The LLP commenced its business since the date of its incorporation i.e. from 16th Day of August, 2017 and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement with the consent of all the Partners for the time being of the LLP.

5. DESIGNATED PARTNERS:

- a) The parties of the THIRD PART and FOURTH PART shall act as the Designated Partners of the LLP in terms and requirements of the Limited Liability Partnership Act, 2008.
- b) The Designated Partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement or as per supplementary agreements made thereof. The management of the LLP shall be carried on by the Designated Partner and they shall be answerable 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 the LLP Act, 2008 in terms of sections 7, 8 and 9 of the Limited Liability Partnership Act, 2008.

Solemnly Affirmed & Declared
Before me on Identification.

21/07/2022
Pashupati Shah
NOTARY, SILIGURI

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Aggarwal
Partner

OMSJ Developers LLP
Neevabali Aggarwal
Partner

OMSJ Developers LLP
Sujit Kumar Aggarwal
Partner

- c) The Designated Partner(s) may on his unanimous decision delegate his power(s) to other Designated Partner or any top-ranking officer or officers of the LLP as he may consider fit or necessary in the management of the affairs of the LLP from time to time or at any time and may similarly withdraw the same.
- d) The maximum number of Designated Partners appointed for the LLP shall be such as may be mutually agreed upon by the Partners being the original Parties hereto or as decided by the Partners of the LLP unanimously at any time and /or from time to time agreed upon.

5. LLP CAPITAL AND PARTNERS CONTRIBUTION:

The Total Capital Contribution of **M/s. OMSJ DEVELOPERS LLP** shall be Rs.10,00,00,000/- (Rupees Ten Crore only) which shall be contributed by the Partners in the form of funds in the following percentage as and when required:

THIRD PART - 50%, i.e. Rs.5,00,00,000/- (Rupees Five Crore only)

FOURTH PART- 50%, i.e. Rs.5,00,00,000/- (Rupees Five Crore only)

Further Capital may be introduced by the Designated Partners hereto as and when required to run the business of LLP effectively. Such increase in capital shall be intimated to the Registrar of Companies, Kolkata as per applicable rules.

7. INTEREST ON CAPITAL OR CURRENT ACCOUNT:

Interest at the rate of 12 per cent per annum or such rate as may be mutually decided by the Designated Partners hereto on the Fixed capital balance contributed or Capital Account debited or credited, as given by each of the Designated Partners and standing to credit / Debit, shall be credited/ Debited in their respective accounts. For the purpose of calculation of such rate of interest for any specific period, the fact of credit/payment of interest as recorded in the books of accounts shall be used and the rate arrived at, shall be deemed to be as per the mutual consent of the parties hereto.

Solemnly Affirmed & Declared
Before me on Identification.

21/07/2022
Pashupati Shah
NOTARY, SILIGURI

OMSJ Developers LLP
Partner

OMSJ Developers LL
Binay Agarwal
Partne

OMSJ Developers LL
Neeraj Kumar
Partne

OMSJ Developers LL
Sujit Kumar Agarwal
Partne

8. REMUNERATION TO DESIGNATED PARTNERS:

THAT the Partners - THE THIRD PART AND FOURTH PARTS have agreed to keep themselves actively engaged in conducting the affairs of the business of the LLP and shall be known as Designated Partners and in consideration of keeping themselves actively engaged in the conducting of the business of LLP as Designated partners, the Partners referred to above i.e. THIRD PART AND FOURTH PARTS shall be entitled to a yearly remuneration in the following method in the year in which there are profits.

- (a) The aggregate yearly remuneration payable to the Designated Partners shall be computed in manner laid down in section 40(b)(v) read with explanation 3 and/or any other applicable provisions of the Income-tax Act, 1961 as may be in force in the Income-tax assessment of the LLP for the relevant accounting period/year, but shall not exceed the Book-Profit, such amount of aggregate remuneration shall be payable to the Designated Partners in the following ratio :-

Book Profit

On the first Rs.3,00,000/- of the Book-Profit

On the balance of the Book-Profit

Amount of Remuneration payable to Designated Partners

Rs.1,50,000 or at the rate of 90 percent of the book-profit, whichever is more;

At the rate of 60%

Total yearly remuneration calculated on the basis of above percentage shall be distributed between the Designated Partners as under or as may be mutually decided among the partners through a resolution passed by the designated partners in a meeting:

DESIGNATED PARTNERS

THIRD PARTY
FOURTH PARTY

PERCENTAGE IN AGGREGATE REMUNERATION

50%

50%

Solemnly Affirmed & Declared
Before me on Identification.

22/07/2022
Pashupati Shah
NOTARY, SILIGURI

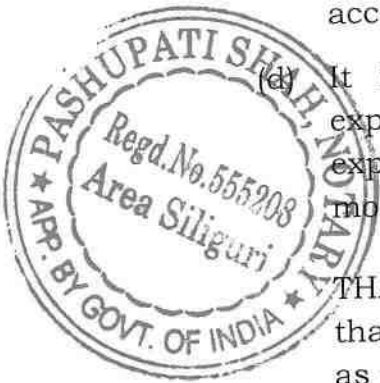
OMSJ Developers LLP
Partner

OMSJ Developers LL
Binay Aggarwal
Partne

OMSJ Developers L
Neerabhi Aggarwal
Partn

OMSJ Developers LLI
Sujit Kumar Aggarwal
Partner

- (b) It is hereby agreed by and between the parties hereto that if the Book Profit of the LLP for any period/year is lower or in a negative figure i.e. in the event of loss, no salary or remuneration may be payable to any of the Designated Partners referred as above.
- (c) It is hereby further agreed by and amongst the Parties hereto that the yearly remuneration payable to Designated Partners as above shall accrue and arise and be credited to their respective accounts at the end of the accounting period/year when final accounts of the LLP are made up. Further such remuneration shall be considered as an expenditure of the LLP and shall be debited to the profit and loss account of the LLP.



(d) It is clarified and understood by the Parties hereto that the expression "BOOK-PROFIT" is as defined u/s. 40(b) read with explanation 3 of the Income Tax Act, 1961 and/or any statutory modification or the enactment thereof, for the time being in force.

THAT it is hereby further agreed by and among the Parties hereto that the interest as provided in clause 7 hereof and the remuneration as provided in clause 8 hereof payable to the partners may be varied, altered, amended or modified as regards mode of calculation as may be mutually agreed by and among the parties hereto from time to time. However all such changes are subject to provision of Sec. 40(b) and/or any other relevant provision of the Income-tax Act 1961, as in force from time to time by executing supplementary deed of LLP and shall always be deemed to have been authorized and in accordance with the terms of this deed of LLP, and further such supplementary deed when executed shall have effect, unless otherwise provided from the first day of the accounting period/year in which such supplementary deed is executed and the same shall form part of this deed of LLP.

Solemnly Affirmed & Declared
Before me on Identification.

21/07/2022
Pashupati Shah
NOTARY, SILIGURI

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Neeraj Agarwal
Partner

OMSJ Developers LLP
Sujit Kumar Agarwal
Partner

9. DISTRIBUTION OF PROFITS OR LOSSES:

Profits or losses, after charging of interest and remuneration to Designated Partners of the LLP business in each financial year shall be divided between the partners as follows-

| PARTY | PROFIT PERCENTAGE |
|--------------|-------------------|
| THIRD PARTY | 50% |
| FOURTH PARTY | 50% |

10. PARTNER'S DRAWINGS:

Each Partner may draw out of the LLP funds as drawings from the credit balance of his income account as may be mutually decided by the Designated Partners from time to time, subject to such drawings to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each financial year.

11. BANK ACCOUNT:

All funds of the LLP business shall be deposited in its name in such Banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by cheques signed by any one of the Designated Partners.

12. BOOKS OF ACCOUNTS:

- All funds of the LLP business shall be deposited in its name in such banking account or accounts as shall be determined by the parties hereto.
- All necessary Books of Accounts and other papers relating to the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act, 2008 shall be ensured by the Designated partner(s) for the time being to be kept at the principal place of business of the LLP or at any other place or places as mutually agreed upon by all the Partners, and regularly maintained on accrual basis and according to double entry system of accounting with all the books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of accounts shall not be moved from the designated place of business without the consent of all the Partners. Each Partner shall have access and shall be entitled for taking a copy or an extract of any books of accounts or related papers of the LLP or folio thereof during the official working hours on any working day.

Solemnly Affirmed & Declared
Before me on Identification.

21/07/2022
Pashupati Shah

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Hemalata Agarwal
Partner

OMSJ Developers LLP
Sujit Kumar Agarwal
Partner

13. AUDIT:

- i. The Statement of Accounts and a Statement of Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34 (3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the Said Rules in every respect.
- ii. For the purpose of clause (1) above the auditor shall be appointed & or removed by the consent of all the Partners / Designated Partners.

14. ANNUAL STATEMENTS OF ACCOUNTS AND SOLVENCY:

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year or such time as may be permissible, prepare the Annual Statements of Accounts and a Statement of Solvency for the Financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by all the Designated Partners of the LLP as required under section 34(2) of the LLP Act, 2008.

Pursuant to sub-section-3 of Section-34 of the Act, the Designated Partner shall file the Statement of Account and Statement of Solvency in Form-8 with the Registrar, within a period of thirty days from the end of six months of the financial year to which the Statement of Account and Statement of Solvency relates.

15. MANAGEMENT OF THE LLP:

- (a) In deciding all the matters as listed below, joint decisions of the Partners will be required. The decisions so taken shall be recorded in the minutes. The matter, which requires joint decisions, shall be as follows: The list is not exhaustive and also includes any other act entered into by the LLP or the partners in relation to management of the business of the LLP.
- a. any alteration to this LLP Agreement;
 - b. the admission of new Partners;
 - c. appointment of Designated Partners;
 - d. raising further capital,

Solemnly Affirmed & Declared
Before me on Identification.

21/07/2022 11
Pashupati Shah
NOTARY SILEIGIRI

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Heenabhi Agarwal
Partner

OMSJ Developers LLP
Sujit Kumar Agarwal
Partner

- e. acceptance of Annual Accounts and a Statement of Solvency and the Auditor's Report thereon;
- f. assignment and transfer of partnership rights, by the Partners in any way;
- g. expulsion of any Partner;
- h. taking off unsecured loans from any designated partner/partner for the purpose for running the business activities of the LLP;
- i. any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- j. change of business;
- k. any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and Winding up and dissolution of the LLP.
- m. Any other contract other than in the normal course of business being entered into by the LLP.
- n. Any other contract, agreement being entered into by the LLP.

- (b) Every Partner appointed as a Designated Partner shall be entitled to take part in the management of the LLP.
- (c) Any matter or issue relating to the LLP shall be mutually decided amongst the Designated Partners.
- (d) Banking arrangements for the LLP shall be decided by the Designated Partners at any time or/and from time to time, ensuring that all moneys received subject to requirements of current expenses, by way of cheque(s), draft(s) or other pay orders shall be promptly paid into the LLP's banking account.
- (e) Any decision related to mortgage or assignment or hypothecation or pledge of assets movable or immovable of LLP for obtaining any loan or credit facility from any financial institution or corporate for furtherance of business of LLP shall be mutually decided by the parties hereto.

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Praveen Kumar
Partner

OMSJ Developers LLP
Sujit Kumar Agawa
Partner

(f) Each Designated Partner shall render true accounts and full information of all matters affecting the LLP to the Designated Partner(s) and on request to any Partner or his/her legal representative.

(g) All the decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in Para 15 (a) above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The provisions as are applicable to calling, holding and conducting/adjourning etc., of general meetings and Board meetings and keeping of minutes of such meetings of private companies limited by shares under the Companies Act, 2013, shall apply respectively to the said two kinds of meetings, excluding the special resolutions, requisitioned resolutions, special notices, special business and explanatory statements, requisitioned meetings and default meetings and the related jurisdiction as well as powers of the Court/Tribunal/Central Government conferred under the said Act. Every such meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by a majority of Designated Partners in any exigency.

(h) A resolution circulated in writing and signed by a majority of the Partners and/ or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

16. ACTS FORBIDDEN :

Without the consent given in writing by the other Partners, no Designated Partner/ Partner while he is a Partner of the LLP, at the moment, shall-

- Lend any money or deliver upon credit any of the goods, of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;

Solemnly Affirmed & Declared
Before me on Identification.

21/07/2022

Pashupati Shah
NOTARY, SILIGURI



OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Hemabhi Agarwal
Partner

OMSJ Developers LLP
Sujit Kumar Agam
Partner

- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
- Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
- Draw or accept or endorse unauthorized any bill of exchange or promissory note on LLP's account;
- Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;
- Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
- Share business secrets of the LLP with outsiders;
- Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain unaccountable to the LLP;
- Submit a dispute relating to the LLP's business to arbitration;
- Open a banking account on behalf of the LLP in his own name;
- Commit to comprise or relinquish any claim in whole or in part of the LLP;
- Withdraw or File a suit filed on behalf of the LLP, without taking consent of all the Partners or Designated Partners;
- Admit any liability in a suit or proceeding against the LLP;
- Enter into any partnership, joint venture; float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

17. TRANSFER OR ASSIGNMENT OF SHARE OF INTEREST BY PARTNERS:

- a) No Designated Partner shall without the consent in writing of all the Partners transfer, assign or mortgage his share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.
- b) On the transfer of a Partner's interest in the LLP as set out in (a) above, section 42(2) and (3) of the LLP Act, shall become applicable to the transferor Partner and the transferee, respectively.

Solemnly Affirmed & Declared
Before me on Identification.

Pashupati Shah
NOTARY, SILIGURI

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Sujit Kumar Agarwal
Partner

18. ADMISSION OF NEW PARTNER:

- a) No Person may be introduced as a new partner without the consent of other existing partners. Such incoming partner shall give his/her prior consent to act as Partner of the LLP.
- b) The Contribution of the partner may be tangible, intangible, moveable or immovable property and the incoming partner shall bring capital contribution as may be mutually decided by the Designated Partners.
- c) The Profit-sharing ratio of the incoming partner will be as agreed by the existing partners in writing / in proportion to the capital contributed by the incoming partner.

19. DEATH OR VOLUNTARY RETIREMENT OF PARTNER:

THAT the business of the LLP shall not stand dissolved on the death/insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner(s) together with the legal representatives or heirs of the deceased or such outgoing partner on the same terms and conditions unless otherwise agreed upon between them and such legal representatives or heirs.

THAT in the event of the retirement or death or dissolution of any Designated Partner and the legal representative or heir not joining the LLP as Designated Partner /Partner, the retiring partner or the legal representatives or heir, as the case may be, shall be entitled to get share of profit up to the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a Designated Partner/Partner and the capital contributed by such outgoing partner as may appear in the books of the LLP on the date of such event, such dues shall be paid within such period and may carry such interest, until repayment as may be determined mutually by the continuing partner and the retiring partner or such legal representatives or heir, as the case may be.

Solemnly Affirmed & Declared
Before me on Identification.

Pashupati Shah
NOTARY, SILIGURI

OMSJ Developers LLP
[Signature]
Partner

OMSJ Developers LLP
Binary Agarwal
Partner

OMSJ Developers LLP
[Signature]
Partner

OMSJ Developers LLP
[Signature]
Partner

20. REPRESENTATIVE OF DECEASED OR RETIRED PARTNER:

The partners shall be entitled to nominate any of his legal heir or representative to join the LLP as partner in his place on death or retirement subject to agreement between the existing partner and such nominated legal heir on such terms and conditions as may be mutually agreed upon between the existing partner and such nominated person, so however that nominated person shall become the partner immediately on demise or retirement of the concerned partner so that the LLP continues without a break. The profit / loss on such change in constitution shall be determined, derived and dealt with as described herein in these terms and conditions of LLP.

21. EXPULSION OF PARTNER:

This provision of this Agreement shall operate as an express agreement of the Partners; a Partner may not be expelled by a unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing be served on that Partner or Designated Partner giving 15(fifteen) days time for his response; and in that event the Partner expelled shall be entitled to the benefits of a retiring Partner and be liable to the same obligations applicable to a retiring Partner in accordance with the provisions of this Agreement in that behalf.

22. CESSATION OF EXISTING PARTNERS:

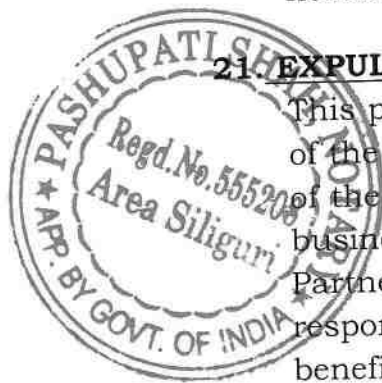
Partner may cease to be partner of the LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign from partnership. And on expiry of such period of notice the share of profit / loss shall be determined as stated herein and the balance standing to his debit / credit shall be dealt with in the manner provided herein.

23. CONTRACTING ON BEHALF OF THE LLP:

All contracts, agreements, orders, deals on behalf of the LLP shall be carried out jointly by the designated partners. If any partner enters into any such contract, agreement, order or deal on behalf of the LLP without the consent of the other partners otherwise than in ordinary course of business, the same shall not be binding upon the other partners & the partner entering into such arrangement shall be solely responsible for all liabilities and effects arising out of such arrangement.

Solemnly Affirmed & Declared
Before me on Identification.

[Signature]
Pashupati Shah
NOTARY SILIGURI



OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agrawal
Partner

OMSJ Developers LLP
Neeraj Kumar
Partner

OMSJ Developers LLP
Sujit Kumar
Partner

However, any designated partner may nominate any other person including the other designated partner to enter into such agreement on his behalf by way of executing a Power of Attorney.

24. RIGHTS OF PARTNER:

a) All the Partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.

b) Every Partner has a right to have access to and to inspect and take a copy or any extract of any books of the LLP.

Each of the Partners hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided he does not use the name of the LLP to carry on the said business.



25. DUTIES OF PARTNERS:

a) Every Designated Partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP, or from any use by him of the property, name or any business in connection to the LLP.

b) Every Designated Partner shall indemnify the LLP and the other existing Partners for any loss caused to it by his fraud in the conduct of the business of the LLP.

c) Each Partner shall render true accounts and full information of all the things affecting the LLP to any Designated Partner.

26. PERPETUAL SUCCESSION:

LLP shall have perpetual succession. Death, retirement or insolvency of any partner shall not dissolve the LLP.

27. SEAL:

The LLP shall have a seal to be affixed on documents as defined by partners under the signature of any of the Designated Partner.

Before me on Identification.

Pashupati Shah
Notary Public, Siliguri

28. WINDING UP

OMSJ Developers LLP
Partner

OMSJ Developers LLP
Binay Agrawal
Partner

OMSJ Developers LLP
Neerajini
Partner

OMSJ Developers LLP
Sujit Kumar Agarwal
Partner

The LLP may be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

29. ARBITRATION:

- i. All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing, failing that all disputes and questions about and in connection with the LLP under this agreement arising amongst the Partners or between any one of them and the legal representative of the other or others or between the legal representatives of the Partners or with the LLP at any time and from time to time, shall be settled by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.
- ii. If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final and binding on all concerned.

30. NOTICE:

- a) To the LLP- Any notice by the Partners to the LLP may be given by addressing to the LLP and mailing/ delivering it at the registered office of the LLP.
- b) To a Partner-Any notice to a Partner shall have been sufficiently given by the LLP by sending the same by registered post to his usual or last known address.

31. ALTERATION OR AMENDMENT:

No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of Para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced in writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself/herself or his/her legal representative(s), as on the relevant date of alteration, amendment or change.

Before me on Identification.

Pashupati Shah
NOTARY SILIGURI

OMSJ Developers LLP
[Signature]
Partner

OMSJ Developers LLP
Binay Agarwal
Partner

OMSJ Developers LLP
Menabala
Partner

OMSJ Developers LLP
Sujit Kumar Agawa
Partner

32. ENTIRE AGREEMENT, SEVERABILITY & WAIVER:

- a) The foregoing constitutes entire agreement between the Parties hereto on the subject-matter.
- b) If any part of this agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part hereof with nothing to affect the rest of this Agreement.
- c) A failure or a waiver of exercise of any power or benefits under this agreement by a Partner or a Designated Partner or their legal representatives shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.



33. INDEMNITY

Every Designated Partner, Manager, Auditor or officers of the LLP or any person (whether an officer of the LLP or not) employed by the company shall be indemnified out of the funds of the company against any liability incurred by his as such Designated Partner, Manager, Auditor or Employee in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the Court.

34. RULES OF INTERPRETATION

- (a) In this agreement, any reference to singular includes plural and vice-versa;
- (b) In this agreement, words denoting any gender include all other genders.
- (c) In this agreement, Act refers to LLP Act, 2008 and all other applicable rules and amendments made thereafter.
- (d) **THAT** "partners" as mentioned in this Agreement shall mean and constitute the Third and Fourth Party hereto as may be applicable with context to respective clauses and it is further clarified that the First and Second Party hereto shall in no manner interfere in the affairs of the LLP nor shall have any rights in the assets of the LLP except as mutually agreed between the parties hereto, upon execution of this Reconstituted Deed.

Solemnly Affirmed & Declared
Before me on identification.

[Signature]
21/07/2022
Pashupati Shah
NOTARY, SILIGURI



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

Signed and delivered by

WITNESSES:

1. Name : Sujit Kumar Agarwal
Address : Ashrampora, Siliguri
Signature: [Signature]

2. Name : Tiprakash Agarwal
Address : Buzhibara SILIGURI
Signature: Tiprakash Agarwal

**FOR AND ON BEHALF OF
OMSJ DEVELOPERS LLP**

OMSJ Developers LLP

[Signature] Partner

**FIRST PARTY
(OMPRAKASH AGARWAL)**

OMSJ Developers LLP

Binay Agarwal
Partner

**SECOND PARTY
(BINAY AGARWAL)**

OMSJ Developers LLP

Meenakshi Agarwal
Partner

**THIRD PARTY
(MEENAKSHI AGARWAL)**

OMSJ Developers LLP

Sujit Kumar Agarwal
Partner

**FOURTH PARTY
(SUJIT KUMAR AGARWAL)**

Solemnly Affirmed & Declared
Before me on identification

[Signature]
Pashupati Shah
NOTARY, SILIGURI

IDENTIFIED BY MB

[Signature] 20/7/22
ADVOCATE SILIGURI