



Before the Notary
Govt. of West Bengal
Burdwan District, Durgapur M 220243

LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

URBANLITE REALITY LLP

(As per section 23(4) of Limited Liability Partnership Act, 2008)

This agreement of LIMITED LIABILITY PARTNERSHIP is made at J.L. Avenue, Amraboti, P.O. Amraboti, Durgapur, Paschim Bardhaman West Bengal - 713214, on this 22nd Day of November 2023.

BY and BETWEEN

1. GANESH YADAV, aged 37 years, S/O JIBAN YADAV, residing at Baragaria, Dhabani, Bardhaman, West Bengal - 713205, Occupation - Business which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and
2. VINAY KUMAR JHA, aged 47 years, S/O of RAGHABENDA JHA, residing at 10/18 Bengal Ambuja, Durgapur Cinema, City Centre, West Bengal - 713216, Occupation - Business which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY, and

URBANLITE REALITY LLP
A. Jha
Partner

URBANLITE REALITY LLP
Vinay Kumar Jha
Partner



URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

02 DEC 2023

3. AMIT RAKSHIT, aged 37 years, S/O AJDY RAKSHIT, residing at Sukanta pally Bus stop, Mamra bazar, New Township, Durgapur (m. corp.) Bardhaman, West Bengal - 713206, Occupation – Business which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the THIRD PARTY, and
4. DEBASISH DAS, aged 42 years, S/O AMULYA DAS, residing at House NO.- 100, Bidhan pally, ABL, New Township, Durgapur (m. corp.) Bardhaman, West Bengal - 713206, Occupation – Business which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FOURTH PARTY.

(THE FIRST, SECOND, THIRD & FOURTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS)

WHEREAS the First Party is Ganesh Yadav who has agreed to be a designated Partner.

WHEREAS the Second Party is Vinay Kumar Jha who has agreed to be a designated Partner.

WHEREAS the Third Party is Amit Rakshit who has agreed to be a designated Partner.

WHEREAS the Fourth Party is Debasish Das who has agreed to be a designated Partner

NOW, The FIRST, SECOND, THIRD & FOURTH Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership (LLP) Act, 2008 and that they intend to write down the terms and conditions of the said formation and;

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

DEFINITIONS:

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession, service and occupation required in connection to Rice mill.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designated Partner" means any partner designated as such.

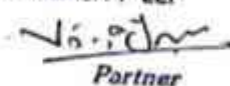
"LLP" means the limited liability partnership formed pursuant to this LLP Agreement.

2

URBANLITE REALITY LLP


Partner

URBANLITE REALITY LLP

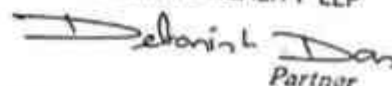

Partner



URBANLITE REALITY LLP


Partner

URBANLITE REALITY LLP


Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

02 DEC 2023

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

"Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement.

"She" includes "he" or vice versa.

ARTICLE 1 - ORGANIZATIONAL MATTERS

1. **NAME & STYLE:-** The Limited Liability Partnership shall be carried under the firm name and style of "URBANLITE REALITY LLP".
2. **PRINCIPAL PLACE OF BUSINESS, OTHER PLACE OF BUSINESS:-** The LLP shall have its registered office at P-No-OCA-01, MOUZA-Fuljhore, (N) J.L Avenue, P.O-Amraboti, Bardhaman, PIN-713214.

The partners can decide any other place as place of business for carrying out the business of the firm.

3. **NATURE OF BUSINESS:- a) Primary Objectives :** The business of the LLP shall be to acquire, purchase, lease or hire 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/LLP and to develop and construct thereon residential housing projects such as flats, houses, bungalows, 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).

b) Other Objectives:

- i) To deal with Real Estate development, Joint venture & other activities related to Real Estate.
- ii) To carry on business of renting of immovable property for commercial & Residential Purpose.
- iii) To form and run an association with apartment members.
- iv) The LLP may also carry on any/all other kinds of business activities related or unrelated with the above nature of business as the partners of the LLP may mutually decide from time to time.
- v) To setup and run of shopping mall, Hospital, School, College, Banquet Hall in particular premises

4. **TERM:-** The LLP will be partnership at will and can be determined in the manner hereinafter provided

3

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Bardhaman, W.B.
Regd. No.-14/2007

02 DEC 2023

ARTICLE 2 - CAPITALIZATION

5. CAPITAL CONTRIBUTION:-

a) Initial Capital Contribution:

The Contribution of URBANLITE REALITY LLP shall be Rs. 4, 00,000 (Rupees Four Lakhs Only) which shall be contributed by the partners in the following proportions:

| Sl No. | Name of Designated Partners | Nature of Contribution of Designated Partners | Amount of Contribution of Designated Partners (Rs.) |
|--------|-----------------------------|---|---|
| 1. | GANESH YADAV | Cash | 1,00,000 |
| 2. | VINAY KUMAR JHA | Cash | 1,00,000 |
| 3. | AMIT RAKSHIT | Cash | 1,00,000 |
| 4. | DEBASISH DAS | Cash | 1,00,000 |
| TOTAL | | | 4,00,000 |

b) Partial Contribution:

In the event that any Partner determines to contribute less than its share of any Additional Capital Contribution, such Partner shall provide notice of such determination specifying the amount of such Additional Capital Contribution, it intends to make, if any, such notice shall be provided to the LLP and to the other Partners as soon as practicable after such determination is made, but in any event not less than ten (10) Business Days prior to the date such Additional Capital Contribution is to be made. Any failure or delay in providing such notice shall not affect the right of any Partner to refrain from providing such Additional Capital Contribution, nor shall result in any liability for damages.

Subject to the extent that if a Partner contributes less than its agreed share of any Additional Capital Contribution, the other Partners shall have the right to reduce its contribution proportionately. In the event that such other Partner has already remitted any amount in respect of its Additional Capital Contribution, the LLP shall, upon such other Partner's request and at its option, return such amount or deem all or a portion of such contribution to be LOAN FROM DESIGNATED PARTNER hereunder. Any amount so requested to be returned or refunded shall be remitted to the requesting Partner immediately by available funds.

4

URBANLITE REALITY LLP
Ganesh Yadav
Partner

URBANLITE REALITY LLP
Vinay Kumar Jha
Partner



URBANLITE REALITY LLP
Debasish Das
Partner

URBANLITE REALITY LLP
Debasish Das
Partner

Samarendra Nayak, Notary
Durgapur Bardhaman, W.B.
Regd. No. 14/2307

02 DEC 2023

c) **Interest on Capital:**

It is agreed by and between the parties hereto that interest as per the provision of the Income Tax Act, 1961 will be paid as well as Deposit account of the partners. This rate of interest may be changed as per the mutual understanding of the partners or to give effect to the changes in the provisions of the Income Tax Act.

ARTICLE 3 – LOAN FROM DESIGNATED PARTNER

6. **(A) LOAN FROM PARTNER:-**

- a) Subject to clause 5(c) in the event of a Partner contributing less in respect of his share of capital contribution, the other partners may, in its sole discretion, elect to extend Debt to the LLP, consisting of all or a portion of the Shortfall amount.
- b) In the event of any partner extends any loan/debt to the LLP, such partner will be entitled to an interest on such debt as per the rate as may be mutually agreed by the partners.

(B) LOAN TO PARTNER:-

Subject to the prior written consent of all the Partners, the LLP may grant loan to any of its partners. The giving of such loans and interest chargeable on such loans shall be as unanimously determined by all the Partners.

ARTICLE 4 – CHANGE IN CONSTITUTION OF FIRM

7. **ADMISSION OF NEW PARTNER:-**

The parties hereto may admit a new partner or partners only with the consent of all the existing partners in writing and on such terms and conditions as may be mutually agreed and subject to the following terms and conditions:

- a) Such incoming partner agrees in writing to become a partner of the LLP;
- b) Such incoming partner signs and delivers to the LLP a deed of adherence as per Schedule – I;
- c) The Profit-sharing ratio of the Incoming partner will be in proportion to his contribution towards the LLP.

8. **CESSATION OF EXISTING PARTNERS:-**

- a) Partner may cease to be a partner of the LLP only with the written consent of all the other partners and the accounts shall be drawn upon and settled forthwith within a period of one year.
- b) The retiring partner shall be entitled to receive full payment of all its rights, title and interest in the LLP. The credit balance to the account of retiring partner as on the date of retirement shall be treated as debt of LLP carrying interest at the rate applicable to interest on capital account of Partner or such other rate as the partners may mutually agree with the retiring partner till such amount is fully settled, in case the retiring partners owes to the firm as on the date of retirement then the retiring partner shall pay the amount to the LLP with interest thereon within 30 days or such extended period as the partners may mutually agree.

5

URBANLITE REALTY LLP

[Signature]
Partner

URBANLITE REALTY LLP

[Signature]
Partner



URBANLITE REALTY LLP
[Signature]
Partner

URBANLITE REALTY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 14/2307

02 DEC 2023

- c) The retiring partner will hand over the property of the Partnership under his possession and/or any other books/documents etc. belonging to the Partnership or any of its client to the remaining Partners upon due receipt forthwith and the Partnership Firm shall also issue to the retiring Partner a "no claim receipt" to this effect. On retirement, a retiring Partner shall not in any way interfere with the business of the Partnership.
- d) On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly with others or in proprietorship in the same or different name as mutually decided.
- e) On the death of any partner, if his/her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.
- f) 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 the LLP with a fraudulent purpose.

ARTICLE 5 - PROFIT SHARING

9. All the partners of the LLP are entitled to share profit and losses in the ratio of:

| Sl No. | NAME OF THE PARTNER | DESIGNATION | PERCENTAGE OF PROFIT/ LOSS (%) |
|--------|---------------------|--------------------|--------------------------------|
| 1. | GANESH YADAV | Designated Partner | 25 |
| 2. | VINAY KUMAR JHA | Designated Partner | 25 |
| 3. | AMIT RAKSHIT | Designated Partner | 25 |
| 4. | DEBASISH DAS | Designated Partner | 25 |

10. Each partner shall be entitled to draw a Salary as per the provisions of section 40(b) of the Income Tax Act, 1961 or as amended from time to time if in any year the aggregate amount drawn out by any partner shall be found to exceed the amount of his share in the net profits on taking of the annual account, he shall forthwith repay the excess to the LLP within a period of 2 months or it will be treated as loan to him which shall carry interest at 12% (Twelve Percent) per annum or any other rate mutually agreed upon.

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgam Cheruvu, W.B.

02 DEC 2023

ARTICLE 6 - RIGHTS, DUTIES, RESTRICTIONS AND RESPONSIBILITIES OF PARTNERS

11. RIGHTS OF PARTNERS:-

- 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 copy any books of the LLP
- c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and he shall not use the name of the LLP to carry on the said business.
- d) The LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.
- e) If any partner shall advance any sum of money to the LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
- f) On the retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partnership as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner in LLP. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in LLP.
- g) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- h) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the LLP. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- i) In case any of the Partners of the LLP desires to transfer or assign his interest or shares in he can transfer the same with the consent of all the Partners.

URBANLITE REALITY LLP
[Signature]
Partner

URBANLITE REALITY LLP
[Signature]
Partner



URBANLITE REALITY LLP
[Signature]
Partner

URBANLITE REALITY LLP
[Signature]
Partner

Samarendra Nayak, Notary
Durgapur, Bardhaman, W.B.
Regd. No. 14/2007

02 DEC 2023

12. DUTIES AND RESPONSIBILITIES OF PARTNERS:-

- a) The liability of the Partners shall be limited as provided in the Limited Liability Partnership Act, 2008 and as set forth in this Limited Liability Partnership Agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).
- b) Every partner shall account to the Limited Liability Partnership for any benefits derived by him/her without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him/her of the property, name or any business connection of the Limited Liability Partnership.
- c) Every partner shall indemnify the Limited Liability Partnership and the other existing partner for any loss caused to it by his/her fraud in the conduct of the business of the limited liability partnership.
- d) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- e) In case any of the Partners of the LLP desires to transfer or assign his/her interest or shares in the LLP he/she has to offer the same to the remaining partners. The existing partners of the LLP shall have the preference to acquire the stake of the other partner. In any case no partner shall transfer or assign or dilute its interest or shares in LLP without the prior written consent of all the remaining partners.
- f) The Designated Partners and Partner of the LLP shall be:

| SL. NO. | NAME OF THE PARTNERS | DESIGNATION |
|---------|----------------------|--------------------|
| 1. | GANESH YADAV | Designated Partner |
| 2. | VINAY KUMAR JHA | Designated Partner |
| 3. | AMIT RAKSHIT | Designated Partner |
| 4. | DEBASISH DAS | Designated Partner |

- g) The Designated Partners shall be responsible for doing of all the acts, matters and things as are required to be done by the Limited Liability Partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of the Limited Liability Partnership Act, 2008.
- h) The LLP shall pay such remuneration to the Designated Partners as may be decided by the majority of the Partners, for rendering his/her services as such.

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarandra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 14/2027

02 DEC 2028

- i) Partners shall be responsible for day to day operations of the LLP business and shall be responsible for appointment of employees, agents, sub-agents, contractors, consultants for carrying on the business effectively and shall also be responsible for all statutory and tax compliances relating to the business of the LLP.
- ii) The LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgement, loss or settlement thereof, whether, civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or wilful misconduct of the partner or officer seeking indemnification.

13. EACH PARTNER SHALL:-

- a) Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and pay all expenses on account thereof;
- b) Forthwith pay all moneys, cheques, negotiable instruments received by him/her on account of the LLP into the LLP Bank Account or Accounts;
- c) Be just and faithful to others and at all times give each other full information and truthful explanations of all transactions relating to the LLP business;
- d) At all times give to the others a just and faithful account of the same and also upon every reasonable request furnish a full and correct explanation thereof;
- e) Afford every assistance and co-operation in his/her power and to use his/her best skill and endeavour in the conduct, promotion and execution of the LLP business/profession for their mutual advantage and benefits;
- f) No partner shall divulge any information any information of the LLP or of its clients to any outsiders.

14. RESTRICTIONS:-

No partner shall without the written consent of the other Designated Partner of the LLP

- a) Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- b) 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 incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
- c) Enter into any bond or becomes surety 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.
- d) Assign, mortgage or charge his or her share in the any asset or property thereof or make any other person a partner therein.
- e) 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 the other partners.

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP
[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

URBANLITE REALITY LLP

[Signature]
Partner

02 DEC 2023

- f) Allow or register transfer of any of its equity share by its shareholders to any other person without the prior written consent of all the other Partners. This restriction will not be applicable to transfer of shares of the partner company to any of its group entity or person under the same management. The group entity or person under the same management refers to a person whose equity shareholding or partner's capital account or any other form of organization is beneficially owned by any partner or its shareholders or any relatives of such shareholders or its parent or any entity managed or controlled by the same people who manage the partner entity.

ARTICLE 7 - MANAGEMENT

15. All the matters related to the LLP as mentioned in Schedule II to this agreement shall be decided by a resolution passed by a majority in number of the Partner or all Designated Partners and for this purpose, each Partner or Designated Partner shall have one vote.
16. The Quorum of such meeting shall not be less than two partners personally present in the meeting or through the electronic mode.
17. All the matters related to the LLP shall be decided by all the Partners, by passing a resolution in duly convened meeting of partners and for this purpose, each partner shall have one vote.
18. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email provided by the individual partners in written to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided that meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
19. The meeting of the Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of Partners.
20. With the written consent of all the partners, a meeting of the Partners may be conducted through videoconferencing/Teleconferencing or any other electronic mode as may be convenient, subject to necessary compliance of the applicable rules and regulations for conduct of meeting through video conferencing.
21. The LLP shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

22. ACCOUNTING RELATED:-

- a) The LLP shall open bank accounts which shall be operated either singly and/or jointly as may be decided by partners. All LLP moneys, cheques, pay orders, demand drafts and other instruments for money shall as and when received be paid into or deposited in the bank accounts which will be operated jointly by the Partner/Parties as stipulated above.

10

URBANLITE REALTY LLP

[Signature]
Partner

URBANLITE REALTY LLP

[Signature]
Partner



URBANLITE REALTY LLP

[Signature]
Partner

URBANLITE REALTY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Bhubaneswar, Odisha, W.A.
Regd. No. 14/2007

02 DEC 2023

- b) Proper books of account shall be maintained by the Parties in which all the transactions relating to the LLP business shall be maintained by the parties in which all the transactions relating to the LLP business shall be entered into and recorded and such books together with all documents, letters, vouchers of and belonging to the LLP shall be kept at the place of business i.e. project site of the LLP or at such other place or places as the parties hereto may from time to time mutually decide in writing. Each partner shall have full free right and liberty to inspect such books of accounts, documents, letters, vouchers and of making extracts or copies there from.
- c) Partners shall maintain necessary records relating to sales more particularly details of bookings, agreement with customers, sales and report on entire financials, cash flow and profitability as may be decided by all the partners from time to time.
- d) The accounting year of the LLP shall be the year ending on the last day of March every year. The Final Accounts as will be audited and drawn up at the close of the year shall be countersigned by all the parties hereto as a token of acceptance.
- e) The Accounts of the LLP shall be audited by the Auditors appointed by consent of majority of designated partners. The Accounts when audited and approved by majority of designated partners shall be conclusive.
- f) Partners may draw funds at any time with prior written consent of all other partners and such funds shall be distributed first equally (that is in the ratio of capital contribution) till the repayment of entire capital contribution of all the parties and thereafter in the ratio of profit and loss sharing between the partners.
- g) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
- (i) first, to pay all expenses of liquidation and winding up;
 - (ii) second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the partners or on account of Partner's contributions;
 - (iii) third, to pay all debts of the LLP owing to a partner;
 - (iv) fourth, to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to its partners in the ratio of profit and loss sharing between the partners.
 - (v) fifth, to pay to partners whose capital account has excess credit over the amount which is proportionate to the profit and loss sharing ratio specified in Clause 9 above to the extent of such excess credit balance.
 - (vi) sixth, to pay all the partners in the ratio of profit and loss sharing between the partners.

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



Samarandra Naynk, Notary
Durgapur Burdwan, W.B.
Regd. No.-1412307

URBANLITE REALITY LLP

[Signature]
Partner

02 DEC 2023

23. DISPUTE RESOLUTION:

- a) All disputes and differences which shall arise between the designated partners or between the partners and legal representatives of one or more partners or between their legal representatives or between designated partners and LLP and whether during or after the determination of the LLP relating to the rights and liabilities or interpretation of this deed or to any act or omission of either party or matter or things done or to be done in pursuance hereof, such disputes and differences shall be resolved in the manner provided in this clause.
- b) The parties agree that they shall attempt to resolve through good faith consultation, disputes arising in connection with this Agreement, and such consultation shall begin promptly after a party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the dispute within sixty (60) days of such consultations having commenced, the provisions of clause 24(d) shall apply.
- c) Any dispute, which could not be settled by the Parties through amicable settlement (as provided hereinabove), shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. A notice of the intent to refer the dispute to arbitration may be given by a Party to the other Party.
- d) The disputes shall be referred to arbitral tribunal comprising three (3) arbitrators. The Respondent(s) and the Claimant(s) to the arbitration shall have the right to appoint one arbitrator each and the two arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). In the event of failure by the Respondent(s) and/or the Claimant(s) respectively to appoint the presiding arbitrator, the said arbitrator(s) shall be appointed by the High Court of Kolkata or by independent Company Secretary in Practice. If all the parties appoint arbitrators, then that panel of Arbitrators will decide on the dispute.
- In the event of appointment of only two arbitrators and one party fails to appoint the third arbitrator then these two arbitrators, within a period of 30 days, will appoint the third arbitrator pursuant to the provisions of the arbitration and Conciliation Act, 1996 to form a valid panel of Arbitrator's for dissolving the dispute.
- e) Such arbitration shall, unless otherwise agreeable to the other parties, be held at Bardhaman, West Bengal, India. All proceedings of such arbitration shall be in the English Language.
- f) The decision of the Arbitral Tribunal shall be final and binding upon the Parties.

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



[Signature]
Samarendra Nayak, Notary
Durgapur, Bardhaman, W.B.
Regd. No. 14/2007

URBANLITE REALITY LLP

[Signature]
Partner

02 DEC 2023

24. MISCELLANEOUS PROVISIONS:

a) ALTERATION OR AMENDMENT:

The partners shall be entitled to modify the above terms relating to remuneration, profit sharing etc., of this partnership agreement by executing a supplementary deed and any such deed when executed shall have effect, unless otherwise provided, from the first day of accounting period in which supplementary deed is executed and the same shall form part of this deed of partnership.

b) MEETING:

- (i) The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address or by mail as provided by the individual Partners in writing to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
- (ii) The matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in a number of the partners, and for this purpose, each partner shall have one vote.
- (iii) The meeting of Partners shall ordinarily be held at the registered office of the LLP or any other place as per the convenience of partners.
- (iv) The LLP shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the LLP.

c) BOOKS OF ACCOUNT:

All necessary books of account and other papers relating 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 partners for the time being to be kept at the principal place of business of the LLP or at 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 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.

d) BORROWING POWERS:

The Limited Liability Partnership (LLP), may borrow any amount of money from any bank, financial institution, non-bank financial company (NBFC), or other person at the interest rate that was in effect at the time the loan was taken out. This must be done with the approval of the Designated Partners.

13

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP
[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur, Burdwan, VLB.
Regd. No. 14/2607

02 DEC 2020

e) ENTIRE AGREEMENT:

This Agreement, together with all Annexures, Schedules, Exhibits and attachments hereto, represents the entire agreement and understanding between by the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the Parties may have had.

f) AUDIT:

The Statements of Accounts and 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.

g) INDEMNITY AND RESPONSIBILITY:

Subject to the provisions of the Act, the Designated partners, Auditors, Consultants or every other officers for the time being of the LLP and any trustees for the time being acting in relation to any of the affairs of the LLP and their heirs, executors and administrative respectively shall be indemnified out of the assets of the LLP from and against all suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective office or trust, except if such (if any) as they shall incur or sustain by or through their own wilful neglects or defaults respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any bankers or other person with whom any monies or effects belonging to the LLP may be lodged or deposited for safe custody or for any security upon which any money of the LLP shall be invested for any other loss or damage due to any such causes as aforesaid or which may happen in or about the execution of his office or trust unless the same happen through the wilful neglect or default of such officer or trustee.

h) SEVERABILITY AND WAIVER:

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 thereof with nothing to affect the rest of this Agreement.

A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf 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.

i) GOOD FAITH:

The parties agree to show the utmost good faith to each other at all times. In all matters relating to the Business and the covenants expressed herein.

14

URBANLITE REALTY LLP


Partner

URBANLITE REALTY LLP



Partner



URBANLITE REALTY LLP

Partner

URBANLITE REALTY LLP


Partner

Samarendra Nayak, Notary
Durgapur, Burdwan, W.B.
Regd. No. 100/2017, Exp. Dt. 30.06.2021

02 DEC 2023

j) **GOVERNING LAW:**

This agreement shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the laws of India.

k) **JURISDICTION:**

This agreement shall be subject to the jurisdiction of the Courts of Bardhaman.

l) **REPRESENTATION:**

Each Party represents that it has the requisite authority to execute this Agreement and perform its obligations hereunder. This Agreement is a valid and legal agreement binding upon the parties hereto and enforceable in accordance with its terms.

In respect of matters not specifically provided herein, the LLP shall be governed by the provisions of the Limited Liability Partnership Act, 2008.

m) **WINDING UP:**

The LLP can be wound up with the consent of all the Designated Partners subject to the provisions of Limited Liability Partnership Act 2008.

Signed and delivered by the

For and on behalf of


URBANLITE REALITY LLP

URBANLITE REALITY LLP


Partner

Mr. GANESH YADAV
(Designated Partner)

URBANLITE REALITY LLP


Partner

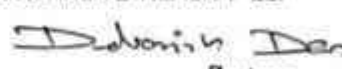
Mr. AMIT RAKSHIT
(Designated Partner)

URBANLITE REALITY LLP


Partner


Mr. VINAY KUMAR JHA
(Designated Partner)

URBANLITE REALITY LLP


Partner

Mr. DEBASISH DAS
(Designated Partner)




Samarendra Nayak, Notary
Durgapur Bardhaman, W.B.
Regd. No. 14/2607

02 DEC 2023

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS;
THE DAY AND THE YEAR HERE IN ABOVE WRITTEN:

| SIGNED AND DELIVERED | IN PRESENCE OF |
|--|--|
| <p><u>BY THE PARTY OF THE FIRST PART</u></p> <p>MR. GANESH YADAV S/O JIBAN YADAV</p> <p><u>RESIDING AT:</u></p> <p>BARAGARIA, DHABANI, BARDDHAMAN, WEST BENGAL - 713205.</p> <p>DATE : 22.11.2023 PLACE : DURGAPUR, WEST BENGAL.</p> | <p>Witness:</p> <p>Sign: <u>Bidyut Mondal</u></p> <p>Name: <u>Bidyut Mondal</u></p> <p>Address: <u>Vill- Pratappur,</u> <u>Bahjora, Bankura - 722202</u></p> <p>Occupation: <u>Service</u></p> |
| <p><u>BY THE PARTY OF THE SECOND PART</u></p> <p>MR. VINAY KUMAR JHA S/O RAGHABENDRA JHA</p> <p><u>RESIDING AT:</u></p> <p>S/O RAGHABENDRA JHA, 10/18 BENGAL AMBUJA, DURGAPUR CINEMA, CITY CENTRE, WEST BENGAL - 713216.</p> <p>DATE : 22.11.2023 PLACE : DURGAPUR, WEST BENGAL.</p> | <p>Witness:</p> <p>Sign: <u>Sourav Chakraborty</u></p> <p>Name: <u>Sourav Chakraborty</u></p> <p>Address: <u>Vill- Nahala, Hamirpur</u> <u>Bankura, 722206</u></p> <p>Occupation: <u>Service</u></p> |
| <p><u>BY THE PARTY OF THE THIRD PART</u></p> <p>MR. AMIT RAKSHIT S/O AJAY RAKSHIT</p> <p><u>RESIDING AT:</u></p> <p>S/O AJAY RAKSHIT, SUKANTA PALLY BUS STOP, MAMRA BAZAR, NEW TOWNSHIP, DURGAPUR (m. corp.) BARDDHAMAN, WEST BENGAL - 713206.</p> <p>DATE : 22.11.2023 PLACE : DURGAPUR, WEST BENGAL.</p> | <p>Witness:</p> <p>Sign: <u>Anarjit Roy</u></p> <p>Name: <u>ANARJIT ROY</u></p> <p>Address: <u>Mohishilon Colony</u> <u>Atansof 713203.</u></p> <p>Occupation: <u>Service.</u></p> |

16.

URBANLITE REALITY LLP

G. Jha
Partner

URBANLITE REALITY LLP

N. S. Jha
Partner



URBANLITE REALITY LLP

Partner

Samarendra Nayak
Notary
Durgapur Bardhaman, W.B.
Regd. No. 14/2607

URBANLITE REALITY LLP

Debanish Das
Partner

02 DEC 2023

BY THE PARTY OF THE THIRD PART

MR. DEBASISH DAS
S/O AMULYA DAS

RESIDING AT:

S/O AMULYA DAS, HOUSE NO.- 100 , BIDHAN
PALLY, ABL, NEW TOWNSHIP, DURGAPUR (m. corp.)
BARDHAMAN, BENGAL - 713206

DATE: 22.11.2023
PLACE: DURGAPUR, WEST BENGAL

Witness:

Sign: Santanu Das

Name: Santanu Das

Address: 39, Manna, Bidhan Pally
Durgapur - 06, P Bardhaman

Occupation: Service

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

17



[Signature]
Samarendra Nayak, Notary
Durgapur Bardhaman, W.B.
Regd. No. 14/2607

02 DEC 2023


SCHEDULE I

**MATTERS REQUIRED TO BE DECIDED BY PASSING A RESOLUTION BY ALL THE DESIGNATED PARTNERS
OR BY THE MAJORITY OF PARTNERS**

- Opening, maintenance and closure of Bank Account(s).
- Starting of New Business.
- To borrow money, provide securities or give guarantees for the purpose of business of the LLP.
- Disposal of any assets of LLP.
- Change of registered office of the LLP from one place to another.
- Appointment of Practising Company Secretary or any other consultant and to fix of their remuneration.
- Dissolution of the LLP.

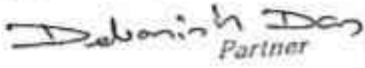
URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

IDENTIFIED BY ME

ASSOCIATE

18




Samarendra Nayek, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

02 DEC 2023

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AF 558038

3. Amit Rakshit, aged 38 years, S/O of Ajoy Rakshit, residing at Sukanta Pally Bus Stop, Mamra Bazar, New Township, Durgapur (m. corp.), West Bengal - 713206, Occupation - Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the THIRD PARTY, and
4. Debasish Das, aged 43 years, S/O of Amulya Das, residing at House no.- 100, Bidhan Pally, ABL, New Township, West Bengal - 713206, Occupation - Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the FOURTH PARTY, and
5. UNIQUE PROCON PRIVATE LIMITED (CIN: U70109WB2011PTC161696), having PAN- AABCU3175C and its registered Office at New Market, Rabindra Nagar, Shankarpur West, Durgapur, West Bengal-713206, and represented by Neha Jha (PAN-AOLPJ6147E) aged 39 years, D/O Umakant Jha, residing at 10/18 Bengal Ambuja, City Centre, Durgapur (m. corp.), Bardhaman, West Bengal - 713216, Occupation -Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIFTH PARTY, and

URBANLITE REALITY LLP

Neha Jha

Partner

URBANLITE REALITY LLP

Ms. Jha

Partner



URBANLITE REALITY LLP
Dakshit
Partner

2 Samarendra Nayak, Notary
Durgapur Burdwad, W.B.
Regd. No.-14/2007

11 SEP 2021

URBANLITE REALITY LLP
Amita Rakshit
Partner

URBANLITE REALITY LLP
Debasish
Partner

URBANLITE REALITY LLP
Debasish
Partner

6. URBAN MAISON LLP (LLPIN: ACF-9810), having PAN- AAIFU2401R and its registered Office at M/S Shubam Marriage Hall P/No 59 (P), Rabindranagar, New Market, Fuljhore, Bardhaman, Durgapur, West Bengal, India; 713206, and represented by Anita Rakshit (PAN- DLIPR9615B) aged 28 years, D/O Anupam Roy, residing at Sukanta pally, Manra Bazar, New Township, Durgapur 713206, Occupation -Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SIXTH PARTY.

(THE FIRST, SECOND, THIRD & FOURTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS AND FIFTH & SIXTH PARTY SHALL REFERRED TO AS PARTNERS)

WHEREAS the First Party is GANESH YADAV who has agreed to be a designated Partner.

WHEREAS the Second Party is VINAY KUMAR JHA who has agreed to be a designated Partner.

WHEREAS the Third Party is AMIT RAKSHIT who has agreed to be a designated Partner.

WHEREAS the Fourth Party is DEBASISH DAS who has agreed to be a designated Partner.

WHEREAS the Fifth Party is UNIQUE PROCON PRIVATE LIMITED who has agreed to be a Partner.

WHEREAS the Sixth Party is URBAN MAISON LLP who has agreed to be a Partner.

NOW, The FIRST, SECOND, THIRD, FOURTH, FIFTH & SIXTH Party are interested in amending the previous Limited Liability Partnership agreement under the Limited Liability Partnership (LLP) Act, 2008, and they intend to write down the terms and conditions of the said formation and;

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

DEFINITIONS:

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession, service, and occupation required in connection Real Estate, Construction.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

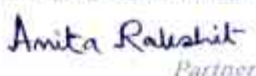
"Designated Partner" means any partner designated as such.

3

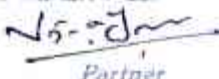
URBANLITE REALITY LLP


Partner

URBANLITE REALITY LLP


Partner

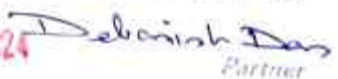
URBANLITE REALITY LLP


Partner

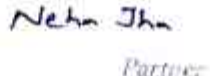
URBANLITE REALITY LLP



Partner

URBANLITE REALITY LLP


Partner

URBANLITE REALITY LLP


Partner


Samarendra Nayak, Notary,
Durgapur Burdwan, W.B.
Regd. No.-14/2007

"LLP" means the limited liability partnership formed pursuant to this LLP Agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties concerning the LLP.

"Partner" means any person who becomes a partner in the LLP under this LLP Agreement.

"She" includes "he" or vice versa.

ARTICLE 1 - ORGANIZATIONAL MATTERS

1. **NAME & STYLE:** - The Limited Liability Partnership shall be carried under the firm name and style of "URBANLITE REALITY LLP".

2. **PRINCIPAL PLACE OF BUSINESS, OTHER PLACE OF BUSINESS:** - The LLP shall have its registered office at P-NO-OCA-01, MOU-Fuljhore(N), J.L. Avenue, Amrabati, Bardhaman, Durgapur Mc, West Bengal, India, 713214.

The partners can decide on any other place as a place of business for carrying out the business of the firm.

3. **NATURE OF BUSINESS:** - a) **Primary Objectives:** The business of the LLP shall be to acquire, purchase, lease or hire 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/LLP and to develop and construct thereon residential housing projects such as flats, houses, bungalows, 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).

(b) Other Objectives:


i) To deal with Real Estate development, Joint venture & other activities related to Real Estate.

ii) To carry on business of renting of immovable property for commercial & Residential Purpose.

iii) To form and run an association with apartment members.

iv) The LLP may also carry on any/all other kinds of business activities related or unrelated with the above nature of business as the partners of the LLP may mutually decide from time to time to setup and run of shopping mall, Hospital, School, College, Banquet Hall in particular premises.

4


URBANLITE REALITY LLP
Amita Rakshit
Partner

URBANLITE REALITY LLP
Amita Rakshit
Partner

URBANLITE REALITY LLP
Vijay Jha
Partner

URBANLITE REALITY LLP

Debanish Das
Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP
Neha Jha
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 141/2007

1 SEP 2024

4. **TERM:** - The LLP will be a partnership at will and can be determined in the manner hereinafter provided.

ARTICLE 2 - CAPITALIZATION

CAPITAL CONTRIBUTION

a) Initial Capital Contribution:

The Contribution of **URBANLITE REALITY LLP** shall be Rs. 4,00,000 (Rupees Four Lakhs Only) which shall be contributed by the partners in the following proportions:

| Sl. No. | Name of Designated Partners | Nature of Contribution of Designated Partners | Amount of Contribution of Designated Partners |
|---------|-------------------------------|---|---|
| 1. | GANESH YADAV | Cash | 80,000 |
| 2. | VINAY KUMAR JHA | Cash | 80,000 |
| 3. | AMIT RAKSHIT | Cash | 80,000 |
| 4. | DEBASISH DAS | Cash | 1,00,000 |
| 5. | UNIQUE PROCON PRIVATE LIMITED | Cash | 40,000 |
| 6. | URBAN MAISON LLP | Cash | 20,000 |
| Total | | | 4,00,000 |

b) **Partial Contribution:**

If any Partner determines to contribute less than its share of any Additional Capital Contribution, such Partner shall provide notice of such determination specifying the amount of such Additional Capital Contribution, it intends to make, if any, such notice shall be provided to the LLP, and the other Partners as soon as practicable after such determination is made, but in any event not less than ten (10) Business Days before the date such Additional Capital Contribution is to be made. Any failure or delay in

determination of
the date such A

 **REALTY REALTY LLP**
Partner

REALTY REALTY LLP

Amrita Rakeshit
Partner

ORGANITE PEALING LLP

N. J. J.
Partner

11 SEP 2024

Urb. Mute. Reality LLP

Delavish Dan
Partner

INFINITE-BEAM LUP



URBANYTE BEAUTY LLP

Neha Jha
Partner

Samarendra Nayak, Notary
Dungapur Burawad, W.B.
Regd. No.-14/2007

providing such notice shall not affect the right of any Partner to refrain from providing such Additional Capital Contribution, nor shall result in any liability for damages. Subject to the extent that if a Partner contributes less than its agreed share of any Additional Capital Contribution, the other Partners shall have the right to reduce its contribution proportionately. If such other Partner has already remitted any amount in respect of its Additional Capital Contribution, the LLP shall, upon such other

Partner's request and at its option, return such amount or deem all or a portion of such contribution to be LOAN FROM DESIGNATED PARTNER hereunder. Any amount so requested to be returned or refunded shall be remitted to the requesting Partner immediately by available funds.

- Interest on Capital:

It is agreed by and between the parties hereto that interest as per the provision of the Income Tax Act, 1961 will be paid as well as the Deposit account of the partners. This rate of interest may be changed as per the mutual understanding of the partners or to give effect to the changes in the provisions of the Income Tax Act.

ARTICLE 3 – LOAN FROM DESIGNATED PARTNER

(c) [A] LOAN FROM PARTNER:

- a) Subject to clause 5(c) in the event of a Partner contributing less in respect of his share of capital contribution, the other partners may, in its sole discretion, elect to extend Debt to the LLP, consisting of all or a portion of the Shortfall amount.
- b) In the event of any partner extends any loan/debt to the LLP, such partner will be entitled to an interest on such debt as per the rate as may be mutually agreed by the partners.

[H] LOAN TO PARTNER:

Subject to the prior written consent of all the Partners, the LLP may grant a loan to any of its partners. The giving of such loans and interest chargeable on such loans shall be as unanimously determined by all the Partners.

URBANITE REALTY LLP

Ballak

Amita Rokshit

10/10/2019

of West
REALTY, LLP

1/20/2007

USE

11

6

Dalchini D.

2-11-1984

Feb 14/2007

1000

11 SEP 2024

Samarwadhya Nagar,
Durgam Cheruvu Road,
Regd. No. - 1412007

ARTICLE 4 - CHANGE IN CONSTITUTION OF FIRM

7. ADMISSION OF NEW PARTNER: -

The parties hereto may admit a new partner or partners only with the consent of all the existing partners in writing and on such terms and conditions as may be mutually agreed and subject to the following terms and conditions:

- Such incoming partner agrees in writing to become a partner of the LLP.
- Such incoming partner signs and delivers to the LLP a deed of adherence as per Schedule - I;
- The Profit-sharing ratio of the incoming partner will be in proportion to his contribution towards the LLP.

8. CESSATION OF EXISTING PARTNERS: -

- Partner may cease to be a partner of the LLP only with the written consent of all the other partners and the accounts shall be drawn upon and settled forthwith within one year.
- The retiring partner shall be entitled to receive full payment of all its rights, title, and interest in the LLP. The credit balance to the account of the retiring partner, as on the date of retirement shall be treated as debt of LLP carrying interest at the rate applicable to interest on capital account of Partner or such other rate as the partners may mutually agree with the retiring partner till such amount is fully settled, in case the retiring partners owes to the firm as on the date of retirement then the retiring partner shall pay the amount to the LLP with interest thereon within 30 days or such extended period as the partners may mutually agree.
- The retiring partner will hand over the property of the Partnership under his possession and/or any other books/documents etc. belonging to the Partnership or any of its clients to the remaining Partners upon due receipt forthwith and the Partnership Firm shall also issue to the retiring Partner a "no claim receipt" to this effect. On retirement, a retiring Partner shall not in any way interfere with the business of the Partnership.
- On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly with others or in proprietorship in the same or different name as mutually decided.



UNIONITE REALTY LLP
Anita Rakshit
Partner

UNIONITE REALTY LLP

Dilip Kumar Das
Partner

UNIONITE REALTY LLP

Sudhakar
Partner

UNIONITE REALTY LLP

N. S. Jha
Partner

Saurashtra Nayak, Notary
Durgapur, West Bengal,
Regd. No. 14/2007

UNIONITE REALTY LLP

Neha Jha
Partner

11 SEP 2024

- e) On the death of any partner, if his/her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.
- f) No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying out the activity/business of the LLP with a fraudulent purpose.

ARTICLE 5 - PROFIT SHARING

9. All the partners of the LLP are entitled to share profit and losses in the ratio of:

| SL. No. | NAME OF THE PARTNER | DESIGNATION | PERCENTAGE OF PROFIT/ LOSS |
|---------|-------------------------------|--------------------|----------------------------|
| 1. | GANESH YADAV | Designated Partner | 20 |
| 2. | VINAY KUMAR JHA | Designated Partner | 20 |
| 3. | AMIT RAKSHIT | Designated Partner | 20 |
| 4. | DEBASISH DAS | Designated Partner | 25 |
| 5. | UNIQUE PROCON PRIVATE LIMITED | Partner | 10 |
| 6. | URBAN MAISON LLP | Partner | 5 |
| TOTAL | | | 100 |

10. Each partner shall be entitled to draw a Salary as per the provisions of section 40(b) of the Income Tax Act, 1961 or as amended from time to time if in any year the aggregate amount drawn out by any partner shall be found to exceed the amount of his share in the net profits on taking of the annual account, he shall forthwith repay the excess to the LLP within a period of 2 months or it will be treated as loan to him which shall carry interest at 12% (Twelve Percent) per annum or any other rate mutually agreed upon.

URBANLITE REALITY LLP

Amita Rakshit
Partner

URBANLITE REALITY LLP

Debasish Das
Partner

URBANLITE REALITY LLP

Amita Rakshit
Partner

URBANLITE REALITY LLP

Debasish Das
Partner

8:

URBANLITE REALITY LLP

Neha Jha
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

11 SEP 2024

**ARTICLE 6 – RIGHTS, DUTIES, RESTRICTIONS AND RESPONSIBILITIES OF
PARTNERS**

11. RIGHTS OF PARTNERS:-

- 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 copy any books of the LLP.
- c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and he shall not use the name of the LLP to carry on the said business.
- d) The LLP shall have perpetual succession. So, the death, retirement, or insolvency of any partner shall not dissolve the LLP.
- e) If any partner shall advance any sum of money to the LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
- f) On the retirement of a partner, the retiring partner shall be entitled to full payment with respect to all his rights, title, and interest in the partnership as provided herein. However, upon insolvency of a partner his or her rights, title, and interest in the LLP shall come to an end. Upon the death of any of the partners herein, any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors, and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title, and interest of such deceased partner in LLP. On the death of any partner if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in LLP.
- g) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.

URBANLITE REALITY LLP

[Signature]
Partner

9

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgamur Burdwan, W.B.
Regd. No.-1412007

11 SEP 2024

- h) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name, or any business connection of the LLP. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- i) In case any of the Partners of the LLP desires to transfer or assign his interest or shares he can transfer the same with the consent of all the Partners.

12. DUTIES AND RESPONSIBILITIES OF PARTNERS: -

- a) The liability of the Partners shall be limited as provided in the Limited Liability Partnership Act, 2008, and as outlined in this Limited Liability Partnership Agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).
- b) Every partner shall account to the Limited Liability Partnership for any benefits derived by him/her without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him/her of the property, name, or any business connection of the Limited Liability Partnership.
- c) Every partner shall indemnify the Limited Liability Partnership and the other existing partner for any loss caused to it by his/her fraud in the conduct of the business of the limited liability partnership.
- d) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- e) In case any of the Partners of the LLP desires to transfer or assign his/her interest or shares in the LLP he/she has to offer the same to the remaining partners. The existing partners of the LLP shall have the preference to acquire the stake of the other partner. In any case, no partner shall transfer or assign or dilute its interest or shares in LLP without the prior written consent of all the remaining partners.

URBANLITE REALITY LLP

Balshik
Partner

URBANLITE REALITY LLP

Debanish Das
Partner

10

URBANLITE REALITY LLP

G. Jais
Partner

URBANLITE REALITY LLP

Anita Rakesh
Partner

URBANLITE REALITY LLP

Neha Jha
Partner



Samarendra Nayak, Notary
Hargapur Burdwad, W.B.
Regd. No. 14/2007

11 SEP 2024

- f) The Designated Partners and Partner of the LLP shall be:

| SL. NO. | NAME OF THE PARTNERS | DESIGNATION |
|---------|--------------------------------|--------------------|
| 1. | GANESH YADAV | Designated Partner |
| 2. | VINAY KUMAR JHA | Designated Partner |
| 3. | AMIT RAKSHIT | Designated Partner |
| 4. | DEBASISH DAS | Designated Partner |
| 5. | UNIQUE PROCON PRIVATE LIMITED. | Partner |
| 6. | URBAN MAISON LLP. | Partner |

- g) The Designated Partners shall be responsible for doing all the acts, matters, and things as are required to be done by the Limited Liability Partnership in respect of compliance with the provisions of this Act including filing of any document, return, statement, and the like report under the provisions of the Limited Liability Partnership Act, 2008.
- h) The LLP shall pay such remuneration to the Designated Partners as may be decided by the majority of the Partners, for rendering his/her services as such.
- i) Partners shall be responsible for the day-to-day operations of the LLP business and shall be responsible for the appointment of employees, agents, sub-agents, contractors, and consultants for carrying on the business effectively and shall also be responsible for all statutory and tax compliances relating to the business of the LLP.
- j) The LLP shall indemnify and defend its partners and other officers from and against any liability in connection with claims, actions, and proceedings (regardless of the outcome), judgment, loss, or settlement thereof, whether, civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or wilful misconduct of the partner or officer seeking indemnification.

URBANLITE REALITY LLP

[Signature]
Partner

11

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

11 SEP 2024



13. EACH PARTNER SHALL:-

- Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and pay all expenses on account thereof;
- Forthwith pay all money, cheques, and negotiable instruments received by him/her on account of the LLP into the LLP Bank Account or Accounts.
- Be just and faithful to others and at all times give each other full information and truthful explanations of all transactions relating to the LLP business;
- At all times give to the others a just and faithful account of the same and also upon every reasonable request furnish a full and correct explanation thereof;
- Afford every assistance and cooperation in his/her power and use his/her best skill and endeavour in the conduct, promotion, and execution of the LLP business/profession for their mutual advantage and benefits;
- No partner shall divulge any information any information of the LLP or its clients to any outsiders.

14. RESTRICTIONS:-

No partner shall without the written consent of the other Designated Partner of the LLP

- Employ any money, goods, or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- Lend money or give credit on behalf of the LLP or have any dealings with any persons, company, or firm whom the other partner previously in writing has forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
- Enter into any bond or become surety 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.
- Assign, mortgage, or charge his or her share in any asset or property thereof or make any other person a partner therein.
- 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 the other partners.
- Allow or register transfer of any of its equity share by its shareholders to any other person without the prior written consent of all the other Partners. This restriction will not apply to the transfer of shares of the partner company to any of its group entities or persons under the same management. The group entity or person under the same management refers to a person whose equity shareholding or partner's capital account or any other form of organization is beneficially owned by any partner or its shareholders or any relatives of such shareholders or its parent or any entity managed or controlled by the same people who manage the partner entity.

URBANLITE REALITY LLP


Partner

12

URBANLITE REALITY LLP


Partner



URBANLITE REALITY LLP


Partner

Samarendra Noyak, Notary
Durgapur Burdwag, W.B.
Regd. No.-14/2007

URBANLITE REALITY LLP


Partner
17 SEP 2024

ARTICLE 7 - MANAGEMENT

15. All the matters related to the LLP as mentioned in Schedule II to this agreement shall be decided by a resolution passed by a majority in number of the Partner or all Designated Partners and for this purpose, each Partner or Designated Partner shall have one vote.
16. The Quorum of such a meeting shall not be less than two partners personally present in the meeting or through the electronic mode.
17. All the matters related to the LLP shall be decided by all the Partners; by passing a resolution in a duly convened meeting of partners and for this purpose, each partner shall have one vote.
18. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email provided by the Individual partners in writing to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided that the meeting be called at shorter notice if the majority of the partners agree in writing to the same either before or after the meeting.
19. The meeting of the Partners shall ordinarily be held at the registered office of the LLP or any other place as per the convenience of the Partners.
20. With the written consent of all the partners, a meeting of the Partners may be conducted through videoconferencing/Teleconferencing or any other electronic mode as may be
21. convenient, subject to necessary compliance of the applicable rules and regulations for the conduct of the meeting through video conferencing.
22. The LLP shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

23. ACCOUNTING RELATED: -

- a) The LLP shall open bank accounts in any Bank i.e., any nationalized Banks, Private Banks, Public Banks, Co-operative Banks, Gramin Banks, etc, or any other bank/ banks functioning in India, which shall be operated singly by anyone of the three Designated partners. The operation of the bank account may change from time to time as mutually decided by the Designated Partners. All LLP money, cheques, pay orders, demand drafts and other instruments for money shall as and when received be paid into or deposited in the bank accounts which will be operated singly by any one of the three Partners as stipulated above.

13

URBANITE REALITY LLP

[Signature]
Partner

URBANITE REALITY LLP

[Signature]
Partner

URBANITE REALITY LLP

[Signature]
Partner

URBANITE REALITY LLP

[Signature]
Partner



URBANITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

[Signature]
Partner

11 SEP 2024

- b) Proper books of account shall be maintained by the Parties in which all the transactions relating to the LLP business shall be maintained by the parties in which all the transactions relating to the LLP business shall be entered into and recorded and such books together with all documents, letters, vouchers of and belonging to the LLP shall be kept at the place of business i.e. project site of the LLP or at such other place or places as the parties hereto may from time to time mutually decide in writing. Each partner shall have full free right and liberty to inspect such books of accounts, documents, letters, vouchers, and to make extracts or copies therefrom.
- c) Partners shall maintain necessary records relating to sales more particularly details of bookings, agreements with customers, sales, and report on entire financials, cash flow, and profitability as may be decided by all the partners from time to time.
- d) The accounting year of the LLP shall be the year ending on the last day of March every year. The Final Accounts as will be audited and drawn up at the close of the year shall be countersigned by all the parties hereto as a token of acceptance.
- e) The Accounts of the LLP shall be audited by the Auditors appointed by consent of the majority of designated partners. The Accounts when audited and approved by the majority of designated partners shall be conclusive.
- f) Partners may draw funds at any time with prior written consent of all other partners and such funds shall be distributed first equally (that is in the ratio of capital contribution) till the repayment of the entire capital contribution of all the parties and thereafter in the ratio of profit and loss sharing between the partners.
- g) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
- (i) First, to pay all expenses of liquidation and winding up;
 - (ii) second, to pay all debts, obligations, and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the partners or on account of Partner's contributions;
 - (iii) third, to pay all debts of the LLP owing to a partner;
 - (iv) fourth, to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to its partners in the ratio of profit and loss sharing between the partners.

14

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

URBANLITE REALITY LLP

[Signature]
Partner

11 SEP 2020

- (v) Fifth, to pay to partners whose capital account has excess credit over the amount which is proportionate to the profit and loss sharing ratio specified in Clause 9 above to the extent of such excess credit balance.
- (vi) Sixth, to pay all the partners in the ratio of profit and loss sharing between the partners.

24. DISPUTE RESOLUTION

- a) All disputes and differences which shall arise between the designated partners or between the partners and legal representatives of one or more partners or between their legal representatives or between designated partners and LLP and whether during or after the determination of the LLP relating to the rights and liabilities or interpretation of this deed or to any act or omission of either party or matter or things done or to be done in pursuance hereof, such disputes and differences shall be resolved in the manner provided in this clause.
- b) The parties agree that they shall attempt to resolve through good faith consultation, disputes arising in connection with this Agreement, and such consultation shall begin promptly after a party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the dispute within sixty (60) days of such consultations having commenced, the provisions of clause 24(d) shall apply.
- c) Any dispute, that could not be settled by the Parties through amicable settlement (as provided hereinabove), shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. A notice of the intent to refer the dispute to arbitration may be given by a Party to the other Party.
- d) The disputes shall be referred to an arbitral tribunal comprising three (3) arbitrators. The Respondent(s) and the Claimant(s) to the arbitration shall have the right to appoint one arbitrator each and the two arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). In the event of failure by the Respondent(s) and/or the Claimant(s) respectively to appoint the presiding arbitrator, the said arbitrator(s) shall be appointed by the High Court of Kolkata or by independent Company Secretary in Practice. If all the parties appoint arbitrators then that panel of Arbitrators will decide on the dispute. In the event of the appointment of only two arbitrators and one party fails to appoint the third arbitrator then these two arbitrators, within 30 days, will appoint the third arbitrator pursuant to the provisions of the Arbitration and Conciliation Act, 1996 to form a valid panel of Arbitrators for dissolving the dispute.

15

URBANITE REALTY LLP

[Signature]

Partner



Partner

URBANITE REALTY LLP

[Signature]

Partner

URBANITE REALTY LLP

[Signature]

Partner

Samarendra Nayak, Notary
Durgapur Burdwad, W.B.
Regd. No.-14/2007

Notary Seal: 14 SEP 2024

Partner

- e) Such arbitration shall, unless otherwise agreeable to the other parties, be held at Bardhaman, West Bengal, India. All proceedings of such arbitration shall be in the English Language.
- f) The decision of the Arbitral Tribunal shall be final and binding upon the Parties.

25. MISCELLANEOUS PROVISIONS:

a) ALTERATION OR AMENDMENT:

The partners shall be entitled to modify the above terms relating to remuneration, profit sharing, etc., of this partnership agreement by executing a supplementary deed, and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which supplementary deed is executed and the same shall form part of this deed of partnership.

b) MEETING:

- (i) The meeting of the Partners may be called by sending 7 days prior notice to all the Partners at their residential address or by mail as provided by the individual Partners in writing to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if the majority of the partners agree in writing to the same either before or after the meeting.
- (ii) The matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in a number of the partners, and for this purpose, each partner shall have one vote.
- (iii) The meeting of Partners shall ordinarily be held at the registered office of the LLP or any other place as per the convenience of the partners.
- (iv) The LLP shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the LLP.

URBANLITE REALITY LLP

[Signature]
Partner

16

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Rayak, Notary
Durgapur Durgam, W.B.
Regd. No. - 14/2007

11 SEP 2024

c) BOOKS OF ACCOUNT:

All necessary books of account 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 partners for the time being to be kept at the principal place of business of the LLP or 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 books duly posted with entries arising from day to day up to date on any day to give a true and fair view of the state of affairs of the LLP.

d) BORROWING POWERS:

The Limited Liability Partnership (LLP) may borrow any amount of money/fund or obtain a loan/fund from any nationalized banks, private banks, cooperative banks, financial institutions, non-banking financial institutions, etc. It may borrow funds or take loans in the form of unsecured loans from its partners or third parties in case of business needs as and when required whether on interest or interest-free.

e) ENTIRE AGREEMENT:

This Agreement, together with all Annexures, Schedules, Exhibits, and attachments hereto, represents the entire agreement and understanding between the Parties for the subject matter of this Agreement and 'supersedes' any prior agreement or understanding, written or oral, that the Parties may have had.

f) AUDIT:

The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice under 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.

g) INDEMNITY AND RESPONSIBILITY:

Subject to the provisions of the Act, the Designated partners, Auditors, Consultants or every other officers for the time being of the LLP and any trustees for the time being acting in relation to any of the affairs of the LLP and their heirs, executors and administrative respectively shall be indemnified out of the assets of the LLP from and against all suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective office or trust, except if such

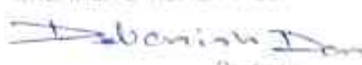
URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner
URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP
Samarendra Nayak, Managing Director
Durgapuri Building, W.B.
Road No. 14/2007

Partner

11 SEP 2024

(if any) as they shall incur or sustain by or through their own wilful neglects or defaults respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any bankers or other person with whom any monies or effects belonging to the LLP may be lodged or deposited for safe custody or for any security upon which any money of the LLP shall be invested for any other loss or damage due to any such causes as aforesaid or which may happen in or about the execution of his office or trust unless the same happen through the wilful neglect or default of such officer or trustee.

h) SEVERABILITY AND WAIVER:

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 thereof with nothing to affect the rest of this Agreement.

A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf 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.

i) GOOD FAITH:

The parties agree to show the utmost good faith to each other at all times. In all matters relating to the Business and the covenants expressed herein.

j) GOVERNING LAW:

This agreement shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the laws of India.

k) JURISDICTION:


This agreement shall be subject to the jurisdiction of the Courts of Bardhaman.

18

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

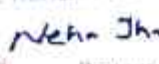

Partner

URBANLITE REALITY LLP

Partner


URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner
Sambrodra Nayak, Notary
Durgapur Bardhaman, W.B.
Regd. No. - 14/2007
11 SEP 2024

1) REPRESENTATION:

Each Party represents that it has the requisite authority to execute this Agreement and perform its obligations hereunder. This Agreement is a valid and legal agreement binding upon the parties hereto and enforceable in accordance with its terms.

In respect of matters not specifically provided herein, the LLP shall be governed by the provisions of the Limited Liability Partnership Act, 2008.

iii) WINDING UP:

The LLP can be wound up with the consent of all the Designated Partners subject to the provisions of the Limited Liability Partnership Act 2008.

Signed and delivered by the

For and on behalf of

URBANLITE REALITY LLP



GANESH YADAV
(Designated Partner)



VINAY KUMAR JHA
(Designated Partner)



AMIT RAKSHIT
(Designated Partner)



DEBASHISH DAS
(Designated Partner)



For UNIQUE PROCON PRIVATE LIMITED
(Partner)



For URBAN MAISON LLP
(Partner)



Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 14/2007

11 SEP 2024

SCHEDULE-I

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS.

THE DAY AND THE YEAR HERE IN ABOVE WRITTEN:

| SIGNED AND DELIVERED | IN PRESENCE OF |
|---|--|
| <u>BY THE PARTY OF THE FIRST PART</u> GANESH YADAV S/O JIBAN YADAV <u>RESIDING AT:</u> BARAGARIA, DHABANI, BARDHAMAN, WEST BENGAL - 713205. DATE: 10.08.2024 PLACE: DURGAPUR | Witness: Sign: <u>Kharijan</u> Name: <u>Savita Kumari Harijan</u> Address: <u>Kanishka Road, A-Zone</u> <u>Dge-713204</u> Occupation: <u>Business</u> |
| <u>BY THE PARTY OF THE SECOND PART</u> VINAY KUMAR JHA S/O OF RAGHABENDU JHA <u>RESIDING AT:</u> 10/18 BENGAL AMBUJA, DURGAPUR CINEMA, CITY CENTRE, WEST BENGAL - 713216. DATE: 10.08.2024 PLACE: DURGAPUR | Witness: Sign: <u>Anita</u> Name: <u>Anita K. Singh</u> Address: <u>Hostel Ananta, A-Zone</u> <u>Durgapur - 04</u> Occupation: <u>Business</u> |
| <u>BY THE PARTY OF THE THIRD PART</u> AMIT RAKSHIT S/O OF AJAY RAKSHIT <u>RESIDING AT:</u> SUKANTA PALLY BUS STOP, MAMRA BAZAR, NEW TOWNSHIP, DURGAPUR (M. CORP.), WEST BENGAL - 713206. DATE: 10.08.2024 PLACE: DURGAPUR | Witness: Sign: <u>Gourav Sarkar</u> Name: <u>Gourav Sarkar</u> Address: <u>Dayananda Road,</u> <u>A-Zone, Durgapur - 713204</u> Occupation: <u>Business</u> |



Samarendra Nayak, Durgapur Burdwa, W.B.
Mond. No. 1412007

11 SEP 2024

BY THE PARTY OF THE FOURTH PART

DEBASISH DAS
S/O OF AMULYA DAS

RESIDING AT:

HOUSE NO. - 100, BIDHAN PALLY BENGAL
AMBUJA, DURGAPUR CINEMA, CITY CENTRE,
WEST BENGAL - 713206.

DATE: 10.08.2024
PLACE: DURGAPUR

Witness:

Sign: S. Nandi
Name: Sajal Nandi
Address: Ambuja City
Centre, Pin- 713216
Durgapur
Occupation: Business

BY THE PARTY OF THE FIFTH PART

For UNIQUE PROCON PRIVATE LIMITED
represented By NEHA JHA [DIN-03437890]

RESIDING AT:

NEW MARKET, RABINDRA NAGAR,
SHANKARPUR WEST, DURGAPUR, WEST
BENGAL-713206.

DATE: 10.08.2024
PLACE: DURGAPUR

Witness:

Sign: Neha
Name: Ankita Jaiswal
Address: Uttar Pally, Benachity
Durgapur
Occupation: Business

BY THE PARTY OF THE SIXTH PART

For URBAN MAISON LLP represented By
GANESH YADAV [DIN-03437886]

RESIDING AT:

BARAGARIA, DHABANI, BARDHAMAN, WEST
BENGAL - 713205.

DATE: 10.08.2024
PLACE: DURGAPUR

Witness:

Sign: Ankit Agarwal
Name: ANKIT AGARWAL
Address: Uttarpally, Benachity
Durgapur - 13
Occupation: Business



Samarendra Prasad Jha, Notary
Durgapur Bardhaman, West
Bengal No. 14/2007

11 SEP 2024

SCHEDULE-II

MATTERS REQUIRED TO BE DECIDED BY PASSING A RESOLUTION BY ALL THE DESIGNATED PARTNERS OR BY THE MAJORITY OF PARTNERS

- A. Opening, maintenance and closure of Bank Account(s).
- B. Starting of New Business.
- C. To borrow money, provide securities or give guarantees for the purpose of business of the LLP.
- D. Disposal of any assets of LLP.
- E. Change of registered office of the LLP from one place to another.
- F. Appointment of Practising Company Secretary or any other consultant and to fix of their remuneration.
- G. Dissolution of the LLP.

IDENTIFIED BY ME

ADVOCATE


Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Notd. No. 4.1/2002



11 SEP 2024

Samarendra Nayak

B. Sc., L.L.B.

Notary Public, GOVT. OF WEST BENGAL
Durgapur, Burdwan

Professional Address :

Durgapur Court
Durgapur, Burdwan
Pin - 713 216

Notarial Certificate

(Pursuant to section 8 of The Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Samarendra Nayak, duly authorised by the Government of West Bengal to practise 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 as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the *Original LLP*

*Partnership executed between
Ganesh Yadav, Vinay Kumartha,
and 5 others as id. by do.
Adr.*

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require 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 Durgapur on this the *14th* day of *May* in the year of Christ 20*25*



Samarendra Nayak
Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 14/2007
Samarendra Nayak
NOTARY

14 MAY 2025





पश्चिमवर्ग पश्चिम बंगाल WEST BENGAL

AU 70519

ANNUITY

Before the Notary

G... West Bengal

Burdwan District, Durgapur

RECONSTITUTED LIMITED LIABILITY PARTNERSHIP AGREEMENT

of

URBANLITE REALITY LLP (LLPIN: -ACD-9949)

PAN-AAIFU0748F

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

This agreement of LIMITED LIABILITY PARTNERSHIP is made at N/12, J.L. Avenue, Amrabati, Bardhaman, Durgapur, West Bengal, India, 713214, on this 15th Day of April 2025.

BY AND BETWEEN

1. Ganesh Yadav, aged 39 years, S/O Jiban Yadav, residing at Baragaria, Dhabani, Bardhaman, West Bengal – 713205, Occupation – Business which expression shall,

unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the FIRST PARTY, and

2. Vikas Kumar Jha, aged 49 years, S/O of Raghabendra Jha, residing at 10/18 Bengal Ambuja, Durgapur Cinema, City Centre, West Bengal – 713216, Occupation – Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the SECOND PARTY, and

Samarendra Nayak, Notary

Durgapur Bardwan, W.B.

Regd. No. 1412007

URBANLITE REALITY LLP

URBANLITE REALITY LLP

URBANLITE REALITY LLP

URBANLITE REALITY LLP

Debanish Das
Partner

Rashish
Partner

Amita Rakshit

14 MAY 2025

Partner

2438

25/7/23

URBANLITE REALTY LLP

DGP

PASCHIM BARDHAMAN

100.00



भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

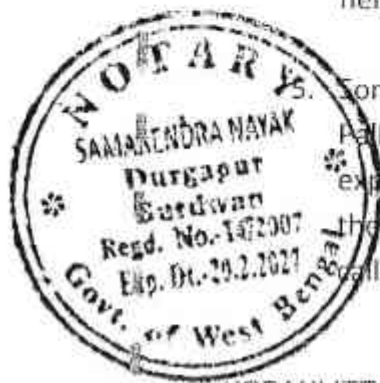
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 558035

3. Amit Rakshit, aged 39 years, S/O of Ajoy Rakshit, residing at Sukanta Pally, Bus Stop, Mamra Bazar, New Township, Durgapur (m. corp.), West Bengal – 713206, Occupation – Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the THIRD PARTY, and
4. Debasish Das, aged 44 years, S/O of Amulya Das, residing at House no.– 100, Bidhan Pally, ABL New Township, West Bengal – 713206, Occupation – Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the FOURTH PARTY, and



5. Sonali Das, aged 44 years, D/O of Keshab Paul, residing at House no.– 100, Bidhan Pally, ABL New Township, West Bengal – 713206, Occupation – Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees, and permitted assignees and hereinafter called the FIFTH PARTY, and

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 1472007

URBANLITE REALITY LLP

Debasish Das
Partner

Amit Rakshit
Partner

Sonali Das
Partner

URBANLITE REALITY LLP

URBANLITE REALITY LLP

URBANLITE REALITY LLP

URBANLITE REALITY LLP

Debasish Das
Partner

Debasish Das
Partner

Amit Rakshit
Partner

Sonali Das
Partner

14 MAY 2026

4890, 267-24

50 Aptly by
URBANLITE REALTY LLP
DGLP

6 24 11 20

6. UNIQUE PROCON PRIVATE LIMITED (CIN: U70109WB2011PTC161696), having PAN- AABCU3175C and its registered Office at New Market, Rabindra Nagar, Shankarpur West, Durgapur, West Bengal-713206, and represented by Neha Jha (PAN- AOLPJ6147E) aged 40 years, D/O Umakant Jha, residing at 10/18 Bengal Ambuja, City Centre, Durgapur (m. corp.), Bardhaman, West Bengal - 713216, Occupation -Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SIXTH PARTY, and
7. URBAN MAISON LLP (LLPIN: ACF-9810), having PAN- AAIFU2401R and its registered Office at M/S Shibam Marriage Hall P/No 59 (P), Rabindranagar, New Market, Fuljhore, Bardhaman, Durgapur, West Bengal, India, 713206, and represented by Anita Rakshit (PAN-DLIPR9615B) aged 29 years, D/O Anupam Roy, residing at Sukanta pally, Mamra Bazar, New Township, Durgapur -713206, Occupation -Business which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SEVENTH PARTY, and

(THE FIRST, SECOND, THIRD & FOURTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS AND FIFTH, SIXTH & SEVENTH PARTY SHALL REFERRED TO AS PARTNERS)

WHEREAS the First Party is GANESH YADAV who has agreed to be a Designated Partner.

WHEREAS the Second Party is VINAY KUMAR JHA who has agreed to be a Designated Partner.

WHEREAS the Third Party is AMIT RAKSHIT who has agreed to be a Designated Partner.

WHEREAS the Fourth Party is DEBASISH DAS who has agreed to be a Designated Partner.

WHEREAS the Fifth Party is SONALI DAS who has agreed to be a Partner.

WHEREAS the Sixth Party is UNIQUE PROCON PRIVATE LIMITED who has agreed to be a Partner.

WHEREAS the Seventh Party is URBAN MAISON LLP who has agreed to be a Partner.

WHEREAS THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH & SEVENTH Party are interested in amending the previous Limited Liability Partnership agreement under the Limited Liability Partnership (LLP) Act, 2008, and they intend to write down the terms and conditions of the said formation and;

URBANLITE REALITY LLP

Debasish Das
Partner

URBANLITE REALITY LLP

Anita Rakshit
Partner

URBANLITE REALITY LLP

Vinay Kumar Jha
Partner

URBANLITE REALITY LLP

Debasish Das
Partner

URBANLITE REALITY LLP

Neha Jha 4 MAY 2025
Partner

URBANLITE REALITY LLP
Regd. No. 44/2007

Sonali Das
Partner

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

DEFINITIONS:

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession, service, and occupation required in connection Real Estate, Construction.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designated Partner" means any partner designated as such.

"LLP" means the limited liability partnership formed pursuant to this LLP Agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties concerning the LLP.

"Partner" means any person who becomes a partner in the LLP under this LLP Agreement.

"She" includes "he" or vice versa.

ARTICLE 1 - ORGANIZATIONAL MATTERS

1. **NAME & STYLE:** - The Limited Liability Partnership shall be carried under the firm name and style of "URBANLITE REALITY LLP".
2. **PRINCIPAL PLACE OF BUSINESS, OTHER PLACE OF BUSINESS:** - The LLP shall have its registered office at P-NO-OCA-01, MOUZA-Fuljhore (N), J.L. Avenue, Amrabati, Bardhaman, Durgapur Mc, West Bengal, India, 713214.

The partners can decide on any other place as a place of business for carrying out the business of the firm.
3. **NATURE OF BUSINESS:** - a) **Primary Objectives:** The business of the LLP shall be to acquire, purchase, lease or hire 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/LLP and to develop and construct thereon residential housing projects such as flats, houses, bungalows, 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).

URBANLITE REALITY LLP

Debanish Das
Partner

URBANLITE REALITY LLP

Nishu Das
Partner

URBANLITE REALITY LLP

Neelam Jha
Partner

URBANLITE REALITY LLP

Anita Rakshit
Partner

URBANLITE REALITY LLP

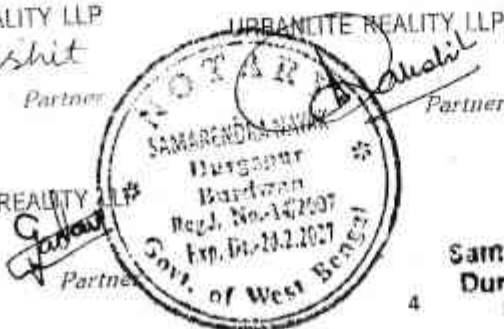
Anita Rakshit
Partner

URBANLITE REALITY LLP

Sonali Das
Partner

URBANLITE REALITY LLP

Ganesh
Partner



Samarendra Nayak, Notary
Durgapur Bardhaman, W.B.
Regd. No.-14/2007

14 MAY 2025

(b) Other Objectives:

- i) To deal with Real Estate development, Joint venture & other activities related to Real Estate.
- ii) To carry on business of renting of immovable property for commercial & Residential Purpose.
- iii) To form and run an association with apartment members.
- iv) The LLP may also carry on any/all other kinds of business activities related or unrelated with the above nature of business as the partners of the LLP may mutually decide from time to time to setup and run of shopping mall, Hospital, School, College, Banquet Hall in particular premises.

4. **TERM:** - The LLP will be a partnership at will and can be determined in the manner hereinafter provided.

ARTICLE 2 – CAPITALIZATION

5. CAPITAL CONTRIBUTION: -

a) Initial Capital Contribution:

The Contribution of **URBANLITE REALITY LLP** shall be Rs. 4,00,000 (Rupees Four Lakhs Only) which shall be contributed by the partners in the following proportions:

| Sl No. | Name of Designated Partners | Nature of Contribution of Designated Partners | Amount of Contribution of Designated Partners |
|--------|-------------------------------|---|---|
| 1. | * GANESH YADAV | Cash | 80,000 |
| 2. | VINAY KUMAR JHA | Cash | 80,000 |
| 3. | AMIT RAKSHIT | Cash | 80,000 |
| 4. | DEBASISH DAS | Cash | 80,000 |
| 5. | SONALI DAS | Cash | 20,000 |
| 6. | UNIQUE PROCON PRIVATE LIMITED | Cash | 40,000 |
| 7. | URBAN MAISON LLP | Cash | 20,000 |
| Total | | | 4,00,000 |

URBANLITE REALITY LLP

Partner

URBANLITE REALTY, INC.

Partner

URBANLITE REALTY L.P.

Arner

URBANLITE REALITY LLP

Partner

Hizhak, Notary

5 DEPARTMENT OF EDUCATION, W.B. 14 MAY 2025
14/2007

14 MAY 2025

b) **Partial Contribution:**

If any Partner determines to contribute less than its share of any Additional Capital Contribution, such Partner shall provide notice of such determination specifying the amount of such Additional Capital Contribution, it intends to make, if any, such notice shall be provided to the LLP, and the other Partners as soon as practicable after such determination is made, but in any event not less than ten (10) Business Days before the date such Additional Capital Contribution is to be made. Any failure or delay in providing such notice shall not affect the right of any Partner to refrain from providing such Additional Capital Contribution, nor shall result in any liability for damages. Subject to the extent that if a Partner contributes less than its agreed share of any Additional Capital Contribution, the other Partners shall have the right to reduce its contribution proportionately. If such other Partner has already remitted any amount in respect of its Additional Capital Contribution, the LLP shall, upon such other Partner's request and at its option, return such amount or deem all or a portion of such contribution to be LOAN FROM DESIGNATED PARTNER hereunder. Any amount so requested to be returned or refunded shall be remitted to the requesting Partner immediately by available funds.

c) **Interest on Capital:**

It is agreed by and between the parties hereto that interest as per the provision of the Income Tax Act, 1961 will be paid as well as the Deposit account of the partners. This rate of interest may be changed as per the mutual understanding of the partners or to give effect to the changes in the provisions of the Income Tax Act.

ARTICLE 3 - LOAN FROM DESIGNATED PARTNER

6. **(A) LOAN FROM PARTNER:-**

- a) Subject to clause 5(c) in the event of a Partner contributing less in respect of his share of capital contribution, the other partners may, in its sole discretion, elect to extend Debt to the LLP, consisting of all or a portion of the Shortfall amount.
- b) In the event of any partner extends any loan/debt to the LLP, such partner will be entitled to an interest on such debt as per the rate as may be mutually agreed by the partners.

(B) LOAN TO PARTNER:-

Subject to the prior written consent of all the Partners, the LLP may grant a loan to any of its partners. The giving of such loans and interest chargeable on such loans shall be as unanimously determined by all the Partners.

URBANLITE REALITY LLP

Debarshi Das
Partner

URBANLITE REALITY LLP

Debarshi Das
Partner

URBANLITE REALITY LLP

Debarshi Das
Partner

URBANLITE REALITY LLP

Amrita Rakshit
Partner

NOTARY
SANTARENDRA NAYAK
Durgapur
Burdwan
Regd. No.-14/2007
Exp. 01.10.2012
West Bengal

URBANLITE REALITY LLP
Debarshi Das
Partner

URBANLITE REALITY LLP

Sonali Das
Partner

URBANLITE REALITY LLP

Debarshi Das
Partner

Santarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

14 MAY 2025

ARTICLE 4 - CHANGE IN CONSTITUTION OF FIRM

7. ADMISSION OF NEW PARTNER:-

The parties hereto may admit a new partner or partners only with the consent of all the existing partners in writing and on such terms and conditions as may be mutually agreed and subject to the following terms and conditions:

- a) Such incoming partner agrees in writing to become a partner of the LLP;
- b) Such incoming partner signs and delivers to the LLP a deed of adherence as per Schedule - I;
- c) The Profit-sharing ratio of the incoming partner will be in proportion to his contribution towards the LLP.

8. CESSATION OF EXISTING PARTNERS:-

- a) Partner may cease to be a partner of the LLP only with the written consent of all the other partners and the accounts shall be drawn upon and settled forthwith within one year.
- b) The retiring partner shall be entitled to receive full payment of all its rights, title, and interest in the LLP. The credit balance to the account of the retiring partner as on the date of retirement shall be treated as debt of LLP carrying interest at the rate applicable to interest on capital account of Partner or such other rate as the partners may mutually agree with the retiring partner till such amount is fully settled, in case the retiring partners owes to the firm as on the date of retirement then the retiring partner shall pay the amount to the LLP with interest thereon within 30 days or such extended period as the partners may mutually agree.
- c) The retiring partner will hand over the property of the Partnership under his possession and/or any other books/documents etc, belonging to the Partnership or any of its clients to the remaining Partners upon due receipt forthwith and the Partnership Firm shall also issue to the retiring Partner a "no claim receipt" to this effect. On retirement, a retiring Partner shall not in any way interfere with the business of the Partnership.
- d) On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly with others or in proprietorship in the same or different name as mutually decided.
- e) On the death of any partner, if his/her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.
- f) No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying out the activity/business of the LLP with a fraudulent purpose.

URBANLITE REALTY LLP

URBANLITE REALTY LLP

Debanish Das
Partner

URBANLITE REALTY LLP

Amita Rakshit
Partner

URBANLITE REALTY LLP

Visal
Partner

URBANLITE REALTY LLP

Dalshil
Partner

URBANLITE REALTY LLP

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Rend. No. 44/2007

URBANLITE REALTY LLP

Sonali Das
Partner

14 MAY 2025

ARTICLE 5 - PROFIT SHARING

9. All the partners of the LLP are entitled to share profit and losses in the ratio of:

| SL. No. | NAME OF THE PARTNER | DESIGNATION | PERCENTAGE OF PROFIT/LOSS |
|---------|-------------------------------|--------------------|---------------------------|
| 1. | GANESH YADAV | Designated Partner | 20 |
| 2. | VINAY KUMAR JHA | Designated Partner | 20 |
| 3. | AMIT RAKSHIT | Designated Partner | 20 |
| 4. | DEBASISH DAS | Designated Partner | 20 |
| 5. | SONALI DAS | Partner | 5 |
| 6. | UNIQUE PROCON PRIVATE LIMITED | Partner | 10 |
| 7. | URBAN MAISON LLP | Partner | 5 |
| TOTAL | | | 100 |

10. Each partner shall be entitled to draw a Salary as per the provisions of section 40(b) of the Income Tax Act, 1961 or as amended from time to time if in any year the aggregate amount drawn out by any partner shall be found to exceed the amount of his share in the net profits on taking of the annual account, he shall forthwith repay the excess to the LLP within a period of 2 months or it will be treated as loan to him which shall carry interest at 12% (Twelve Percent) per annum or any other rate mutually agreed upon.

ARTICLE 6 - RIGHTS, DUTIES, RESTRICTIONS AND RESPONSIBILITIES OF PARTNERS

11. RIGHTS OF PARTNERS: -

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 copy any books of the LLP.

c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and he shall not use the name of the LLP to carry on the said business.

d) The LLP shall have perpetual succession. So, the death, retirement, or insolvency of any partner shall not dissolve the LLP.

URBANLITE REALITY LLP

Debonish Das
Partner

URBANLITE REALITY LLP

Vinay Kumar Jha
Partner

URBANLITE REALITY LLP

Neha Jha
Partner

URBANLITE REALITY LLP

Amit Rakshit
Partner

URBANLITE REALITY LLP

Debasish Das
Partner

Santarendra Nayak, Notary
Durgapur Burdwan, W.B.

Regd. No. 1119007

URBANLITE REALITY LLP

Sonali Das
14 MAY 2025 Partner

- e) If any partner shall advance any sum of money to the LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
- f) On the retirement of a partner, the retiring partner shall be entitled to full payment with respect to all his rights, title, and interest in the partnership as provided herein. However, upon insolvency of a partner his or her rights, title, and interest in the LLP shall come to an end. Upon the death of any of the partners herein, any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors, and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title, and interest of such deceased partner in LLP. On the death of any partner if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in LLP Duties of Partners.
- g) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- h) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name, or any business connection of the LLP. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- i) In case any of the Partners of the LLP desires to transfer or assign his interest or shares he can transfer the same with the consent of all the Partners.

12. DUTIES AND RESPONSIBILITIES OF PARTNERS: -

- a) The liability of the Partners shall be limited as provided in the Limited Liability Partnership Act, 2008, and as outlined in this Limited Liability Partnership Agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).
- b) Every partner shall account to the Limited Liability Partnership for any benefits derived by him/her without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him/her of the property, name, or any business connection of the Limited Liability Partnership.
- c) Every partner shall indemnify the Limited Liability Partnership and the other existing partner for any loss caused to it by his/her fraud in the conduct of the business of the limited liability partnership.

URBANLITE REALITY LLP

Debanish Das
Partner

URBANLITE REALITY LLP

Sanjay
Partner

URBANLITE REALITY LLP

Neelima Jha
Partner

Samarendra Nayak, Notary

Durgapur Burdwan, W.B.

Regd. No. 14/2007

URBANLITE REALITY LLP

Amrita Rakshit
Partner

URBANLITE REALITY LLP

Debanish
Partner

URBANLITE REALITY LLP

Sonali Das
Partner

14 MAY 2025

- d) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- e) In case any of the Partners of the LLP desires to transfer or assign his/her interest or shares in the LLP he/she has to offer the same to the remaining partners. The existing partners of the LLP shall have the preference to acquire the stake of the other partner. In any case, no partner shall transfer or assign or dilute its interest or shares in LLP without the prior written consent of all the remaining partners.
- f) The Designated Partners and Partner of the LLP shall be:

| SL. NO. | NAME OF THE PARTNERS | DESIGNATION |
|---------|-------------------------------|--------------------|
| 1. | GANESH YADAV | Designated Partner |
| 2. | VINAY KUMAR JHA | Designated Partner |
| 3. | AMIT RAKSHIT | Designated Partner |
| 4. | DEBASISH DAS | Designated Partner |
| 5. | SONALI DAS | Partner |
| 6. | UNIQUE PROCON PRIVATE LIMITED | Partner |
| 7. | URBAN MAISON LLP | Partner |

- g) The Designated Partners shall be responsible for doing all the acts, matters, and things as are required to be done by the Limited Liability Partnership in respect of compliance with the provisions of this Act including filing of any document, return, statement, and the like report under the provisions of the Limited Liability Partnership Act, 2008.
- h) The LLP shall pay such remuneration to the Designated Partners as may be decided by the majority of the Partners, for rendering his/her services as such.

The Designated Partners shall be responsible for the day-to-day operations of the LLP business and shall be responsible for the appointment of employees, agents, sub-agents, contractors, and consultants for carrying on the business effectively and shall also be responsible for all statutory and tax compliances relating to the business of the LLP.

The LLP shall indemnify and defend its partners and other officers from and against any liability in connection with claims, actions, and proceedings (regardless of the outcome), judgment, loss, or settlement thereof, whether, civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or wilful misconduct of the partner or officer seeking indemnification.

URBANLITE REALITY LLP

Debasish Das
Partner

URBANLITE REALITY LLP

Amita Rakshit
Partner

URBANLITE REALITY LLP

Vinay Kumar Jha
Partner

URBANLITE REALITY LLP

Amit Rakshit
Partner

URBANLITE REALITY LLP

Neha Jha
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 14/2007

14 MAY 2025

13. EACH PARTNER SHALL: -

- Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and pay all expenses on account thereof;
- Forthwith pay all money, cheques, and negotiable instruments received by him/her on account of the LLP into the LLP Bank Account or Accounts.
- Be just and faithful to others and at all times give each other full information and truthful explanations of all transactions relating to the LLP business;
- At all times give to the others a just and faithful account of the same and also upon every reasonable request furnish a full and correct explanation thereof;
- Afford every assistance and cooperation in his/her power and use his/her best skill and endeavour in the conduct, promotion, and execution of the LLP business/profession for their mutual advantage and benefits;
- No partner shall divulge any information any information of the LLP or its clients to any outsiders.

14. RESTRICTIONS: -**No partner shall without the written consent of the other Designated Partner of the LLP**

- Employ any money, goods, or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- Lend money or give credit on behalf of the LLP or have any dealings with any persons, company, or firm whom the other partner previously in writing has forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
- Enter into any bond or become surety 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.
- Assign, mortgage, or charge his or her share in any asset or property thereof or make any other person a partner therein.
- 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 the other partners.
- Allow or register transfer of any of its equity share by its shareholders to any other person without the prior written consent of all the other Partners. This restriction will not apply to the transfer of shares of the partner company to any of its group entities or persons under the same management. The group entity or person under the same management refers to a person whose equity shareholding or partner's capital account or any other form of organization is beneficially owned by any partner or its shareholders or any relatives of such shareholders or its parent or any entity managed or controlled by the same people who manage the partner entity.

URBANLITE REALITY LLP

URBANLITE REALITY LLP

Debanish Das
Partner

URBANLITE REALITY LLP

Vishal
Partner

URBANLITE REALITY LLP

Rishi Jha
Partner

URBANLITE REALITY LLP

Anita Rakshit
Partner

URBANLITE REALITY LLP

Rakshit
Partner

URBANLITE REALITY LLP

Sonali Das
Partner11 Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 1412007

14 MAY 2025

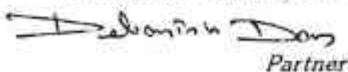
ARTICLE 7 - MANAGEMENT

15. All the matters related to the LLP as mentioned in Schedule II to this agreement shall be decided by a resolution passed by a majority in number of the Partner or all Designated Partners and for this purpose, each Partner or Designated Partner shall have one vote.
16. The Quorum of such a meeting shall not be less than two partners personally present in the meeting or through the electronic mode.
17. All the matters related to the LLP shall be decided by all the Partners; by passing a resolution in a duly convened meeting of partners and for this purpose, each partner shall have one vote.
18. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email provided by the individual partners in writing to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided that the meeting be called at shorter notice if the majority of the partners agree in writing to the same either before or after the meeting.
19. The meeting of the Partners shall ordinarily be held at the registered office of the LLP or any other place as per the convenience of the Partners.
20. With the written consent of all the partners, a meeting of the Partners may be conducted through videoconferencing/Teleconferencing or any other electronic mode as may be
21. convenient, subject to necessary compliance of the applicable rules and regulations for the conduct of the meeting through video conferencing.
22. The LLP shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

23. ACCOUNTING RELATED:-

- a) The LLP shall open bank accounts in any Bank i.e., any nationalized Banks, Private Banks, Public Banks, Co-operative Banks, Gramin Banks, etc, or any other bank/ banks functioning in India, which shall be operated jointly by any three out of four Designated partners which shall be decided by a resolution passed by all the Designated partners. The operation of the bank account may change from time to time as mutually decided by the Designated Partners. All LLP money, cheques, pay orders, demand drafts and other instruments for money shall as and when received be paid into or deposited in the bank accounts which will be operated jointly by any three out of four Designated partners as stipulated above.

URBANLITE REALITY LLP



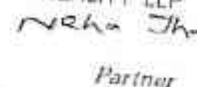
Partner

URBANLITE REALITY LLP



Partner

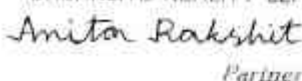
URBANLITE REALITY LLP



Partner

14 MAY 2025

URBANLITE REALITY LLP



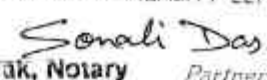
Partner

URBANLITE REALITY LLP



Partner

URBANLITE REALITY LLP



Partner

12
Santendra Nayak, Notary
Durgapur Burdwan, W.B.
Rgd. No. 142007

- b) Proper books of account shall be maintained by the Parties in which all the transactions relating to the LLP business shall be maintained by the parties in which all the transactions relating to the LLP business shall be entered into and recorded and such books together with all documents, letters, vouchers of and belonging to the LLP shall be kept at the place of business i.e. project site of the LLP or at such other place or places as the parties hereto may from time to time mutually decide in writing. Each partner shall have full free right and liberty to inspect such books of accounts, documents, letters, vouchers, and to make extracts or copies therefrom.
- c) Designated partners shall maintain necessary records relating to sales more particularly details of bookings, agreements with customers, sales, and report on entire financials, cash flow, and profitability as may be decided by all the partners from time to time.
- d) The accounting year of the LLP shall be the year ending on the last day of March every year. The Final Accounts as will be audited and drawn up at the close of the year shall be countersigned by all the parties hereto as a token of acceptance.
- e) The Accounts of the LLP shall be audited by the Auditors appointed by consent of the majority of designated partners. The Accounts when audited and approved by the majority of designated partners shall be conclusive.
- f) Partners may draw funds at any time with prior written consent of all other partners and such funds shall be distributed first equally (that is in the ratio of capital contribution) till the repayment of the entire capital contribution of all the parties and thereafter in the ratio of profit and loss sharing between the partners.
- g) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

(i) First, to pay all expenses of liquidation and winding up;

(ii) Second, to pay all debts, obligations, and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the partners or on account of Partner's contributions;

(iii) Third, to pay all debts of the LLP owing to a partner;

(iv) Fourth, to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to its partners in the ratio of profit and loss sharing between the partners.

URBANLITE REALITY LLP



URBANLITE REALITY LLP

Debanish Das
Partner

URBANLITE REALITY LLP

N.S. Singh
Partner

URBANLITE REALITY LLP

Neha Jha
Partner

14 MAY 2025

URBANLITE REALITY LLP

Anita Rakshit
Partner

URBANLITE REALITY LLP

D. D. Singh
Partner

URBANLITE REALITY LLP

Sonali Das
Partner

Samarendra Nayak, Notary
Durgam Chaudhary, W.B.
Regd. No. 44/2007

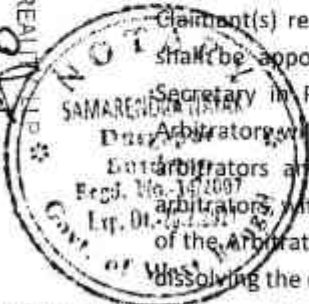
(v) Fifth, to pay to partners whose capital account has excess credit over the amount which is proportionate to the profit and loss sharing ratio specified in Clause 9 above to the extent of such excess credit balance.

(vi) Sixth, to pay all the partners in the ratio of profit and loss sharing between the partners.

24. DISPUTE RESOLUTION:

- a) All disputes and differences which shall arise between the Designated partners or between the partners and legal representatives of one or more partners or between their legal representatives or between Designated partners and LLP and whether during or after the determination of the LLP relating to the rights and liabilities or interpretation of this deed or to any act or omission of either party or matter or things done or to be done in pursuance hereof, such disputes and differences shall be resolved in the manner provided in this clause.
- b) The parties agree that they shall attempt to resolve through good faith consultation, disputes arising in connection with this Agreement, and such consultation shall begin promptly after a party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the dispute within sixty (60) days of such consultations having commenced, the provisions of clause 24(d) shall apply.
- c) Any dispute, that could not be settled by the Parties through amicable settlement (as provided hereinabove), shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. A notice of the intent to refer the dispute to arbitration may be given by a Party to the other Party.
- d) The disputes shall be referred to an arbitral tribunal comprising five (5) arbitrators. The Respondent(s) and the Claimant(s) to the arbitration shall have the right to appoint one arbitrator each and the two arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). In the event of failure by the Respondent(s) and/or the Claimant(s) respectively to appoint the presiding arbitrator, the said arbitrator(s) shall be appointed by the High Court of Kolkata or by independent Company Secretary in Practice. If all the parties appoint arbitrators, then that panel of Arbitrators will decide on the dispute. In the event of the appointment of only two arbitrators and one party fails to appoint the third arbitrator then these two arbitrators, within 30 days, will appoint the third arbitrator pursuant to the provisions of the Arbitration and Conciliation Act, 1996 to form a valid panel of Arbitrators for dissolving the dispute.

URBANLITE REALITY LLP
Partner



URBANLITE REALITY LLP

Dalish
Partner

URBANLITE REALITY LLP

U. S. D.
Partner

URBANLITE REALITY LLP

Neelam Jha
Partner

URBANLITE REALITY LLP

Amita Rakshit
Partner

URBANLITE REALITY LLP

Dalish
Partner

URBANLITE REALITY LLP

14 MAY 2025
Samarendra Nayak, Notary
Durgapur, West Bengal.
Regd. No. 14/2007

- e) Such arbitration shall, unless otherwise agreeable to the other parties, be held at Bardhaman, West Bengal, India. All proceedings of such arbitration shall be in the English Language.
- f) The decision of the Arbitral Tribunal shall be final and binding upon the Parties.

25. MISCELLANEOUS PROVISIONS:

a) ALTERATION OR AMENDMENT:

The partners shall be entitled to modify the above terms relating to remuneration, profit sharing, etc., of this partnership agreement by executing a supplementary deed, and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which supplementary deed is executed and the same shall form part of this deed of partnership.

b) MEETING:

- (i) The meeting of the Partners may be called by sending 7 days prior notice to all the Partners at their residential address or by mail as provided by the individual Partners in writing to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if the majority of the partners agree in writing to the same either before or after the meeting.
- (ii) The matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in a number of the partners, and for this purpose, each partner shall have one vote.
- (iii) The meeting of Partners shall ordinarily be held at the registered office of the LLP or any other place as per the convenience of the partners.
- (iv) The LLP shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the LLP.

c) BOOKS OF ACCOUNT:

All necessary books of account 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 partners for the time being to be kept at the principal place of business of the LLP or 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 books duly posted with entries arising from day to day up-to-date on any day to give a true and fair view of the state of affairs of the LLP.

URBANLITE REALITY LLP

Debanish Das
Partner

URBANLITE REALITY LLP

15.05.2025
Partner

URBANLITE REALITY LLP

rosho Tho
Partner

URBANLITE REALITY LLP

Anita Rakshit
Partner

URBANLITE REALITY LLP

15.05.2025
Partner

URBANLITE REALITY LLP

Sonali Das
Partner

15
Samarendra Nayak, Notary
Durgapur Durawan, W.B.
Regd. No. 14/2007

14 MAY 2025

d) BORROWING POWERS:

The Limited Liability Partnership (LLP) may borrow any amount of money/fund or obtain a loan/fund from any nationalized banks, private banks, cooperative banks, financial institutions, non-banking financial institutions, etc. It may borrow funds or take loans in the form of unsecured loans from its partners or third parties in case of business needs as and when required whether on interest or interest-free.

e) ENTIRE AGREEMENT:

This Agreement, together with all Annexures, Schedules, Exhibits, and attachments hereto, represents the entire agreement and understanding between the Parties for the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the Parties may have had.

f) AUDIT:

The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice under 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.

g) INDEMNITY AND RESPONSIBILITY:

Subject to the provisions of the Act, the Designated partners, Auditors, Consultants or every other officers for the time being of the LLP and any trustees for the time being acting in relation to any of the affairs of the LLP and their heirs, executors and administrative respectively shall be indemnified out of the assets of the LLP from and against all suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective office or trust, except if such (if any) as they shall incur or sustain by or through their own wilful neglects or defaults respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any bankers or other person with whom any monies or effects belonging to the LLP may be lodged or deposited for safe custody or for any security upon which any money of the LLP shall be invested for any other loss or damage due to any such causes as aforesaid or which may happen in or about the execution of his office or trust unless the same happen through the wilful neglect or default of such officer or trustee.

URBANLITE REALITY LLP
Partner

URBANLITE REALITY LLP

Debanish
Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Amrita Rakshit
Partner

URBANLITE REALITY LLP

Partner

URBANLITE REALITY LLP

Partner

Santarendra Nayak, Notary
Durgapur Bardwan, W.B.
Regd. No. 1421007

h) SEVERABILITY AND WAIVER:

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 thereof with nothing to affect the rest of this Agreement.

A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf 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.

i) GOOD FAITH:

The parties agree to show the utmost good faith to each other at all times. In all matters relating to the Business and the covenants expressed herein.

j) GOVERNING LAW:

This agreement shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the laws of India.

k) JURISDICTION:

This agreement shall be subject to the jurisdiction of the Courts of Bardhaman.

l) REPRESENTATION:

Each Party represents that it has the requisite authority to execute this Agreement and perform its obligations hereunder. This Agreement is a valid and legal agreement binding upon the parties hereto and enforceable in accordance with its terms.

In respect of matters not specifically provided herein, the LLP shall be governed by the provisions of the Limited Liability Partnership Act, 2008.

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP
[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner



URBANLITE REALITY LLP

[Signature]
Partner

URBANLITE REALITY LLP
[Signature]
Partner

URBANLITE REALITY LLP

[Signature]
Partner

Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 14/2007

m) WINDING UP:

The LLP can be wound up with the consent of all the Designated Partners subject to the provisions of the Limited Liability Partnership Act 2008.

Signed and delivered by the
For and on behalf of
URBANLITE REALITY LLP

URBANLITE REALITY LLP

Ganesh Yadav
Partner

GANESH YADAV
(Designated Partner)

URBANLITE REALITY LLP

Vinay Kumar Jha
Partner

VINAY KUMAR JHA
(Designated Partner)

URBANLITE REALITY LLP

Amit Rakshit
Partner

AMIT RAKSHIT
(Designated Partner)

URBANLITE REALITY LLP

Debasish Das
Partner

DEBASISH DAS
(Designated Partner)

URBANLITE REALITY LLP

Sonali Das
Partner

SONALI DAS
(Partner)

URBANLITE REALITY LLP

Amit Rakshit
Partner

For UNIQUE PROCON PRIVATE LIMITED
(Partner)

URBANLITE REALITY LLP

Amit Rakshit
Partner

For URBAN MAISON LLP
(Partner)




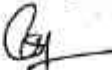


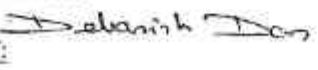

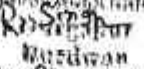
Samarendra Nayak
Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No. 44/2007

14 MAY 2025

SCHEDULE-I

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS

THE DAY AND THE YEAR HERE IN ABOVE WRITTEN:

| SIGNED AND DELIVERED | IN PRESENCE OF |
|--|--|
| <p>BY THE PARTY OF THE FIRST PART</p> <p>GANESH YADAV S/O JIBAN YADAV </p> <p>RESIDING AT:</p> <p>BARAGARIA, DHABANI, BARDHAMAN, WEST BENGAL - 713205.</p> <p>DATE: 15.04.2025 PLACE: DURGAPUR</p> | <p>Witness: S</p> <p>Sign: </p> <p>Name: <u>Soupar Chakraborty</u></p> <p>Address: <u>Nonada, Hamirpur, Patkalyer</u> <u>Bankura, 722206</u></p> <p>Occupation: <u>Service</u></p> |
| <p>BY THE PARTY OF THE SECOND PART</p> <p>VINAY KUMAR JHA S/O OF RAGHABENDU JHA </p> <p>RESIDING AT:</p> <p>10/18 BENGAL AMBUJA, DURGAPUR CINEMA, CITY CENTRE, WEST BENGAL - 713216.</p> <p>DATE: 15.04.2025 PLACE: DURGAPUR</p> | <p>Witness:</p> <p>Sign: <u>Prasun Karmakar</u></p> <p>Name: <u>Prasun Karmakar</u></p> <p>Address: <u>Pratapnagar, Barjora,</u> <u>Bankura, PIN-722,202</u></p> <p>Occupation: <u>Service</u></p> |
| <p>BY THE PARTY OF THE THIRD PART</p> <p>AMIT RAKSHIT S/O OF AJAY RAKSHIT </p> <p>RESIDING AT:</p> <p>SUKANTA PALLY BUS STOP, MAMRA BAZAR, NEW TOWNSHIP, DURGAPUR (M. CORP.), WEST BENGAL - 713206.</p> <p>DATE: 15.04.2025 PLACE: DURGAPUR</p> | <p>Witness:</p> <p>Sign: <u>Ashik Gorai</u></p> <p>Name: <u>ASHIK GORAI</u></p> <p>Address: <u>BENACHITY, DURGAPUR -</u> <u>PIN : 713213.</u></p> <p>Occupation: <u>SERVICE</u></p> |
| <p>BY THE PARTY OF THE FOURTH PART</p> <p>DEBASISH DAS S/O OF AMULYA DAS </p> <p>RESIDING AT:</p> <p>HOUSE NO. - 100, BIDHAN PALLY, ABL NEW TOWNSHIP, WEST BENGAL - 713206.</p> <p>DATE: 15.04.2025 PLACE: DURGAPUR</p> | <p>Witness: </p> <p>Sign: </p> <p>Name: <u>Samarendra Nayak</u></p> <p>Address: <u>Golden Park, ABL</u> <u>Durgapur - 06</u></p> <p>Occupation: <u>Service</u></p> <p>1 MAY 2025</p> <p>Samarendra Nayak, Notary Durgapur Bardhaman, W.B. Regd. No. 44/2007</p> |

BY THE PARTY OF THE FIFTH PART

SONALI DAS

D/O OF KESHAB PAUL

*Sonali Das*RESIDING AT:HOUSE NO.- 100, BIDHAN PALLY, ABL NEW
TOWNSHIP, WEST BENGAL - 713206.

DATE: 15.04.2025

PLACE: DURGAPUR

Witness:

Sign: *A. Raha*Name: *ARUP Raha*Address: *8 Golden park**A.B.2 Durgapur - C*Occupation: *Service*BY THE PARTY OF THE SIXTH PARTFor UNIQUE PROCON PRIVATE LIMITED
represented By NEHA JHA [DIN-03437890]*neha jha*RESIDING AT:NEW MARKET, RABINDRA NAGAR,
SHANKARPUR WEST, DURGAPUR, WEST
BENGAL-713206.

DATE: 15.04.2025

PLACE: DURGAPUR

Witness:

Sign: *[Signature]*Name: *Swrajit Ghosh*Address: *11/6 T.M.G. Rd.**Kolkata - 700041*Occupation: *Service*BY THE PARTY OF THE SEVENTH PARTFor URBAN MAISON LLP represented By
ANITA RAKSHIT [DIN- 09270451]*Anita Rakshit*RESIDING AT:BARAGARIA, DHABANI, BARDHAMAN, WEST
BENGAL - 713205.

DATE: 15.04.2025

PLACE: DURGAPUR

Witness:

Sign: *S. Das*Name: *Santanu Das*Address: *Baran Bidan Pally**Durgapur - 06*Occupation: *Service*IDENTIFIED
[Signature]
ADVOCATEINSTRUMENT IS REFERRED TO
IN THE NOTARIAL CERTIFICATE
[Signature]
 SAMARENDRANAYAK
 NOTARY
 DURGAPUR, BARDHAMAN (W.B.)
 Regd. No. 4/2007

14 MAY 2025