

Pashupati Shah
Notary

(Appointed by Govt. of India)

Serial No. June Dated 26/06/2021



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

NOTARIAL CERTIFICATE

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

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

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

An Original "Agreement" as enclosed in the next sheet

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

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 26th day of June in the year 2021

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
Pashupati Shah
NOTARY, SILIGURI

Pashupati Shah
Notary



The executent/s is/are identified by me :

Nikhil Shah
Advocate



पश्चिम बंगाल WEST BENGAL



Arijit Agarwal

Arijit Agarwal

AE 912957
Arijit Agarwal

LLP AGREEMENT

THIS Agreement of LLP made at Siliguri, West Bengal on this
26th Day of June, 2021.

Solemnly Affirmed & Declared
Before me on Identification

[Signature] 26/06/2021

Pashupati Shah
NOTARY, SILIGURI



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



LLP AGREEMENT

Pranab K. Ghosh

Pratik Bhattacharya

Gopal K. Ghosh

AB 503853

THIS Agreement of LLP made at Siliguri, West Bengal on this
26th Day of June, 2021.

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah

Pashupati Shah
NOTARY, SILIGURI

BETWEEN

1. Mr. AJAY KUMAR AGARWAL, S/o SRI PAWAN KUMAR AGARWAL, R/o SHREE SHYAM COMPLEX, PRAFULLA CHAKI SARANI, ASHRAMPARA, SILIGURI-734001, WB IN, PAN – ACWPA6352P, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the FIRST DESIGNATED PARTNER)

AND

- Mr. ARIJIT BHOWMICK S/o SRI PRABHAT KAMAL BHOWMICK, R/o C/O P K BHOWMICK, BHAKTINAGAR, NEAR RADHA GOBINDA MANDIR, SILIGURI-734425, PAN – AEVPB6670G, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the SECOND DESIGNATED PARTNER)

AND

3. Mr. GOPAL AGARWAL s/o LATE PHOOLCHAND AGARWAL R/o BANARASHILAL MADAN GOPAL, C/O GOPAL KUMAR AGARWAL, A.P.C. SARANI (PATGOLA), DESHBANDHU PARA, SILIGURI - 734004, PAN – AHNPA5087H, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and (hereinafter referred to as the THIRD DESIGNATED PARTNER)

(ALL THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS)

NOW all the above parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation and

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI:

3

1. Ajay Agarwal
2. Arijit Bhowmick
3. Gopal Agarwal

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

1. That a Limited Liability Partnership shall be carried on in the name and style of **PADMAMUKHI PROPERIES LLP** and (hereinafter referred to as 'LLP').
2. That the LLP as constituted under this Deed shall be deemed to have commenced on the **18th Day of June, 2021**.
3. That the LLP shall have its registered office at **VILLA-22, OPP-NIRMALA CONVENT SCHOOL, SEVOKE ROAD, SALUGARA, SILIGURI - Pin - 734008** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time and e-mail address of LLP shall be **arjitbhowmick71@gmail.com**. All notices, correspondences, letters in the name of LLP shall be deemed to be delivered if delivered at its Registered Office.
4. That the registered office of the LLP shall not be changed to any other place, except with the consent of majority of partners.
5. That the designated partners shall be responsible to file all statutory returns and forms from time to time.
6. That the total Contribution of the LLP shall be Rs. 100,000/- (Rupees One Lakhs Only) which shall be contributed by all the parties to this Agreement in the following proportions:

First Party	Rs. 33,334/-
Second Party	Rs. 33,333/-
Third Party	Rs. 33,333/-
Total	Rs. 1,00,000/-

**solemnly Affirmed & Declared
Before me on Identification**

**Pashupati Shah
NOTARY, SILIGURI** 4

1. *Manoj Agarwal*

2. *Arijit Bhowmick*

3. *Gopal Karmali*

That the further Contribution, if any, required by the LLP, shall be brought by the partners from time to time.

7. That the LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

8. That the present business of the LLP shall be involved in following activities like to carry on business of construction of residential and commercial complex, Builders and Real Estate Agent, Developer of land and building. That the designated partners hereto adopt any other type or line of business.

9. That the immovable properties and/or any assets purchased by the LLP shall be clear, marketable and free from all encumbrances and will be in the name of LLP.

10. That the net profits of the LLP arrived at after providing for payment of remuneration to partners and interest to partners on the loan given by them shall be divided in the following proportion:

First Party	33.34%
Second Party	33.33%
Third Party	33.33%
Total	100.00%

11. That whereas the losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in the aforesaid proportions.

12. That all the partners hereto are working partners in the LLP and are entitled for reimbursement of all actual expenses incurred for the purpose of business.

13. That all the partners hereto are working partners in the LLP and are entitled for remuneration. However if the total remuneration payable to the above working partners exceeds the maximum remuneration computed in accordance with the

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGUR

1. *Agneyo Agawari*
2. *Arijit Bhattacharya*
3. *Gopal Kumar*

provisions of Section 40 (b), the total remuneration shall be restricted to the maximum remuneration so computed which will be computed in the multiples of Rs.1000/- and any excess of the last Rs.1000/- shall be ignored while determining the maximum amount so payable and the amount so computed shall be apportioned amongst the working partners in the proportion in which they were entitled to get remuneration

The remuneration payable to the working partners shall be credited to their respective accounts at the close of the accounting period when final accounts of the partnership firm are made up and the amount of remuneration shall fall due to them on determining the same in the manner referred to hereinbefore.

14. THAT interest will be paid and/or credited or payable to the partners on their respective capital contributions @ 12% per annum provided however that in case of inadequate profits, the partners may by mutual decision decide to pay interest at lower rate on the capital contribution and the said interest shall accrue and shall be credited to the respective partners' capital account at the close of the year and the fact of credit and/or payment of interest as recorded in the books of account of the firm shall be deemed to be the consent of the parties hereto as specified and authorized by this clause of partnership deed, provided however that the Parties hereto of the First to Third Parts may at their sole discretion waive their right to interest on their capital contribution.

Admission of New Partner

15. That any new partner shall not be introduced without the consent of all the existing partners. Such incoming partner shall give his/her prior consent to act as Partner of the LLP.

16. That the LLP will appoint various professionals of all types on panel and pay remuneration/honorarium as per MOU entered into between them and LLP from time to time and upon mutual terms and conditions.

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

6

1. Anand Agarwal

2. Arjit Bhattach

3. Gopal Kumar

17. That the Contribution of the partners may be in cash or kind, tangible, intangible, moveable or immoveable property and the incoming partner shall bring minimum contribution as may be decided from time to time towards Goodwill acquired from the existing partners.

Rights of Partner

That 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.

18. That every partner has a right to have access to and to inspect and to take copy(s) of any books of accounts, other books and papers.

19. That each of the parties hereto shall be also 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 moreover he shall not use the name of **PADMAMUKHI PROPERTIES LLP** to carry on the said business.

20. That if any partner advances any sum of money to 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 rate decided by the partners unanimously.

21. That the LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.

22. That on retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the LLP as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. 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.

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

1. Anup Agawal

2. Arjit Bhattacharya

3. Gopal Kumar

23. That 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 the LLP after computing the same as on that date.
24. That the liabilities of all partners of LLP shall be limited as per Limited Liability Partnership Act, 2008.

Meeting

25. That the meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address and/or informing or sending e-mail or telephone or in case of urgent meeting, the same can be called by telephonic conversation but the notice requirement is to be ratified by all the Partners.

26. That the notice calling the meeting shall disclose the day, date, time and venue for holding the said meeting.

27. That the matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.

28. That the meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.

29. That 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.

30. That each partner shall-

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

Solemnly Affirmed & Declared
Before me on Identification

26/06/2021
Pashupati Shah
NOTARY, SILIGUR

1. Anup Agarwal
2. Asmita Bhattacharya
3. Gopal Kumar

- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business.

Duties of Designated Partner

29 That the Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any documents, returns, statements and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

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

31 LLP shall pay such remuneration to each of the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.

32 That 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 willful misconduct of the partner or officer seeking indemnification.

Cessation/Resignation of Existing Partners

33 That any Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of his or her intention to resign as partner. A person shall also automatically cease to be a partner of a limited liability partnership-

- a) on his death or dissolution of the limited liability partnership; or
- b) if he is declared to be of unsound mind by a competent court; or
- c) if he has applied to be adjudged as an insolvent or declared as an insolvent.

1. *Ajay K. Gaurav*

2. *Arijit Bhattacharya*

3. *Gopal K. Gaurav*

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGUR-9

34 That 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 LLP with fraudulent purpose.

35 That the LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act, 2008.

36 *Retiring Partner not to carry on competing business* – An outgoing or retiring Partner, whose dues have been settled and paid of in accordance with the covenants in this Agreement, shall not during the period of two (2) years from the date of his exit as Partner carry on or engage or be interested directly or indirectly in any business competing with the LLP anywhere in the State where the LLP's registered office is situated.

Extent of Liability of the LLP

37 That LLP is not bound by anything done by a partner in dealing with a person if—

I. the partner in fact has no authority to act for the LLP in doing a particular act; and

II. the person knows that he has no authority or does not know or believe him/her to be a partner of the LLP.

Audit

38 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.

An auditor or auditors, if any, of an LLP shall hold office in accordance with the terms of his or their appointment and shall continue to hold such office till the period —

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURO

1. Arun Agarwal

2. Arjit Bhattacharya

3. Gopal Kumar

(a) the new auditors are appointed, or

(b) they are re-appointed.

39 That the remuneration of such auditor shall be fixed by the designated partners after discussing the same with the auditor.

40 That an auditor can be removed from his office after obtaining consent of all the partners of LLP.

41 That where the auditor or auditors is unwilling to be re-appointed, he/they shall give notice in writing to that effect at the LLP's registered office, not less than 14 days before the end of the time allowed for appointing the new auditor. Notice shall be effective only when it is accompanied by the statement of circumstances connected with his ceasing to hold office.

Miscellaneous Provisions

42 That the LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by such partner—

- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
- II. in or about anything necessarily done for the preservation of the business or property of the LLP.

43 The first accounting year shall be from the date of incorporation till 31st March of the subsequent year. That the subsequent accounting year of the LLP shall be from 1st April of the year to 31st March.

44 That the books of accounts of the LLP shall be kept at its registered office for the reference of all the partners.

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah 11
NOTARY, SILIGUR:

1 Anand Agawal

2 Abijit Bhunia

3 Gopal Kumar

45 That it is expressly agreed that Bank Account in the name of the LLP shall be opened with the Bank and the same shall be operated by either one of the partners. All moneys and securities for money belonging to LLP (except moneys required for current expenses) shall be paid into and deposited with Bank as the designated partners shall from time to time determine. Cheques drawn on LLP accounts shall be signed by either of the designated partners. In future any change as may be mutually agreed upon by partners of LLP in writing from time to time.

46 That the name of LLP shall not be changed except by taking the consent of majority of partners of LLP.

47 All disputes or differences or whatsoever arising between/among the partners to this Agreement out of or relating to the construction, meaning and operation or effect of this Agreement or breach thereof shall be resolved by mutual discussion, failing which the same shall be referred to the arbitration of the sole arbitrator to be appointed with the consent of partners. The Arbitration proceeding shall be held in accordance with the Arbitration and Conciliation Act, 1996.

48 In case the dispute is not settled by way of arbitration, the same shall be settled by a Court of Law following the due procedure of the court having territorial jurisdiction over the place where the cause of action has arisen shall have the authority to settle the said dispute.

49 That certified copy of all decisions / resolutions passed at the meeting of the LLP shall be valid if it is signed by any of the Designated Partners.

solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGUR

1. *Aruno Agarwal*

2. *Arijit Bhattach*

3. *Gopal Kumar*

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

Signed and delivered by the

Witness:	FOR PADMAMUKHI PROPERIES LLP
a) Name: _____	<u>Ajay Agarwal</u> AJAY KUMAR AGARWAL
Address: _____	
Signature: _____	<u>Arijit Bhowmick</u> ARIJIT BHOWMICK
b) Name: _____	<u>Gopal Agarwal</u> GOPAL AGARWAL
Address: _____	
Signature: _____	



Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
**Pashupati Shah
NOTARY, SILIGURI.**

Identified by me
26/6/2024
Notary

N. J. Stamp

SL. No.....140.....Date.....21.06.21

Sold to.....Padmamukti Property LLP.....

of.....Siliguri.....

Value.....100/-.....Rupees.....



JAYABRATA BANIK
Govt. Stamp Vender
A.B.S.R. Office Bagdogra
L/No- 539-R.M/Darjeeling
Year 2007