OTAR RAMESH KR. AGARWAL Name: NOTARY Ramesh Kr. Agarwal (Appointed by the Govt. of India) AREA: SILIGURI Regd. No. 929/1997

**Professional Address:** P.N.B. Building Hill Cart Road P.O. SILIGURI- 734401 Dist, DARJEELING Phone: 9434006684, 9832619444

1-01-2025

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal 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, and identified by the respective signatories and About 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:

SUPPLEMENTARY PARTHERSHIP DEED

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure serve and avail as needs or occasion 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 Siliguri on this the ... FIRMED & DECLAR

January..... in the year of Christ 20.25

amesh Kr. Agarwai NOTARY

RAMESH KR. AGARWAL NOTARY

Regd. No. 929 /1997 The executent/s is/are identified by me:

= 1 JAN 2025

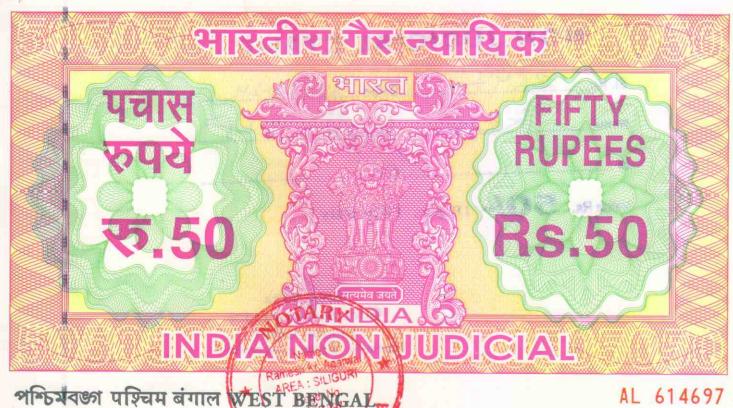
Advocate

NOTARIAL NOTARIAL **Notarial Stamp** 

11



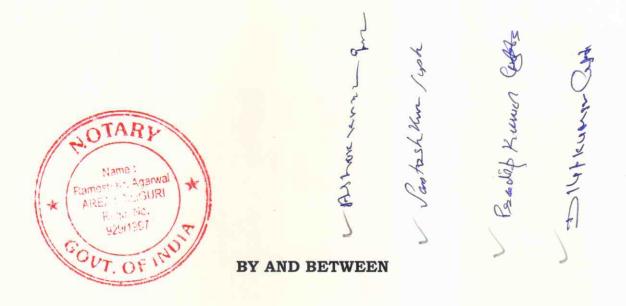
Ramesh Kr. Agarwal NOTARY SILIGURI - 1 JAN 2025



AL 614697

THIS AMENDMENT TO M/S KESSO REALTY LLP "LIMITED LIABILITY PARTNERSHIP" DEED is made at Siliguri on this 1st day of January, 2025 (hereinafter referred to as a "First Deed of Amendment")

> SOLEMNLY AFFIRMED & DECLARED JAN 2025 NOTARY SILIGURI



1. ASHOK KUMAR GUPTA (DPIN-10133124) son of Lt. Niranjan Singh Gupta residing at S.P. Mukherjee Road, Siliguri, Khalpara, Darjeeling-734005 West Bengal, 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,

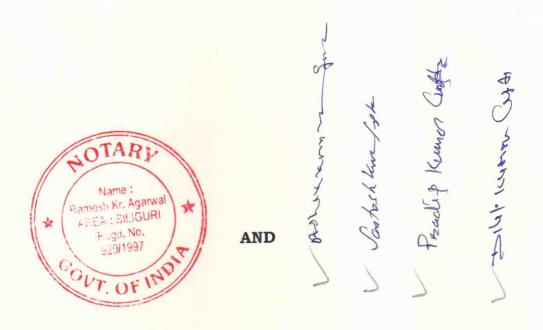
## AND

2. SANTOSH KUMAR GUPTA (DPIN-10133125) son of Lt. Niranjan Singh Gupta residing at Computer Palace S.P. Mukherjee Road, Siliguri, Darjiling - 734005 West Bengal 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,

BEFORE

Ramesh Kr. Agarwal NOTARY SILIGUE

N IDENTIFICATION



3. PRADIP KUMAR GUPTA (DPIN- 10133123) son of Lt. Niranjan Singh Gupta residing at S.P. Mukherjee Road Khalpara, Siliguri, Darjiling – 734005 which expressions 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

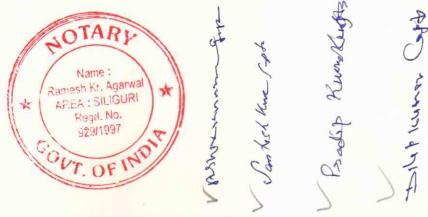
4. DILIP KUMAR GUPTA (DPIN-10133122), S/o Lt. Niranjan Singh Gupta residing at Computer Palace S P Mukherjee Road, Siliguri, Darjiling – 734005, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FOURTH PARTY

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Partiesh Kr. Agarwal

NOTARY

SILIGURI



The Parties have entered into a Limited Liability Partnership Deed dated 16<sup>th</sup> day of May, 2023 (LLP Deed) under the Limited Liability Partnership Act, 2008 with the LLP identity No. ACA-7758 providing, among other things, for the governance of the Limited Liability Partnership and the mutual rights and duties of each the partners.

**NOW, THEREFORE,** in consideration of the premises and mutual agreements hereinafter set out and of other consideration (the receipt and sufficiency of which are acknowledged), the partners agree as follow:

In accordance with the provisions of sub clause of the LLP Deed, the partners hereby amend the LLP Deed so as to record their understanding in writing.

**AND WHEREAS** the parties have been agreed that the Deed of partnership executed to and between the parties hereto on 16<sup>th</sup> of May, 2023 shall be varied in the manner and to the extent hereinafter appearing: -

**NOW, THEREFORE**, in consideration of the terms and mutual agreements hereinafter set out the Parties agree as follows:

## NOW THIS DEED WITHNESSETH AS FOLLOWS:

WHEREAS

- That the existing articles of the partnership embodied in the deed of partnership dated 16th day of May, 2023 shall be fully binding on all the parties hereto as well as their heirs, executers and legal representative, excepting insofar as the same shall be necessarily modified or affected by this agreement.
- 2. That it is hereby agreed to and between the parties hereto that **CLAUSES** in respect of change in designated partners, capital contribution and profits and losses of the deed of partnership executed to and between the parties hereto 16th day of May, 2023 is hereby amended as under: -

Ramesh Kr. Agarwal NOTARY

ON IDENTIFICATION

- 1 JAN 2025



3. That it is hereby agreed to and between the parties hereto that **Contribution - Clause 6 & 7** of the deed of partnership executed to and between the parties hereto 16th day of May, 2023 is hereby amended as under: -

The Initial Capital Contribution of the LLP shall be Rs. 8,00,000/- (Rupees Eight Lakhs only) which shall be contributed by the partners in the following proportion: First Party-25% i.e. Rs 2,00,000/- (Rupees Two Lakh only), Second Party 25% i.e. Rs 2,00,000/- (Rupees Two Lakh only), Third Party 25% i.e. Rs 2,00,000/- (Rupees Two Lakh only) and Fourth Party -25% i.e. Rs 2,00,000/- (Rupees Two Lakh only).

In addition to the initial Contributions, First Part, Second Part, Third Part and Fourth Part will bring Non-Monetary Capital Contribution in form of Land, valued at Rs 1,55,00,000 each in the name of Ashok Kumar Gupta, Santosh Kumar Gupta, Pradip Kumar Gupta and Dilip Kumar Gupta. The land is morefully described in Schedule A hereunder written.

4. That it is hereby agreed to and between the parties hereto that Profits

 Clause 15 of the deed of partnership executed to and between the parties hereto 16th day of May, 2023 is hereby amended as under: -

**Profits**: The net profits of the LLP shall be divided in the following proportions:

- To the said First Party 14.5%
- To the said Second Party 28.5%
- To the said Third Party 26.5%
- To the said Fourth Party 30.5%

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION \_ 1 JAN 2025

NOTARY SILIGURI



5. That it is hereby agreed to and between the parties hereto that Losses
- Clause 15 of the deed of partnership executed to and between the parties hereto 16th day of May, 2023 is hereby amended as under: -

**Losses**: The losses of the LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

- To the said First Party 14.5%
- To the said Second Party 28.5%
- To the said Third Party 26.5%
- To the said Fourth Party 30.5%
- 6. The change in the Constitution of the said Partnership hereby effected will be notified to the Registrar of Companies and the Income Tax Department within the prescribed time.

Words and Expressions defined in the LLP Deed shall have the same meaning in the First deed of Amendment.

Save and except as aforesaid all the terms and condition contained in the LLP Deed shall be deemed to be incorporated herein and shall form part of these presents.

The First Deed of Amendment has been signed by all parties as token of their acceptance of the terms and conditions of the First Deed of Amendment.

The First Deed of Amendment shall always be kept attached to the said LLP Deed dated- 16th Day of May, 2023.

SOLEMNIX AFFIRMED & RECLARED
BEFORE ME UN IDENTIFICATION

Rathesh Kr. Agarwa

NOTARY

SILIGURI



All that piece and parcel of the undivided share of the land measuring 59 kathas 8 Chattaks 28 sq ft. and a warehouse standing thereon, being plot nos. 401, 403, 404, 405, 916, 917 and 1105, recorded in Khatian no 450, within Mouza – Dabgram, Pargana – Baikunthapur, Police Station Bhaktinagar, District – Jalpaiguri, Sheet No. 8.

The said land is bound and butted as follows: -

By the North - Lalit Kumar Gupta & Brothers & Sidhi Green Apartment

By the South - M/s Him Coach & Laxmi Maya Nepali High School

By the East - Road

By the West - Road

**IN WITNESS WHEREOF** this Deed of Amendment has been executed as a Deed on the date first stated above:

SIGNED as amended deed by

KESSO REALTY LLP

SCLEMNY AFFIRMED & DECLARISED

BEFORE ME ON IDENTIFICATION

RADIesh Kr. Agarwal

NOTARY

SILIGURI



Signed Delivered and sealed in

The presence of Witness

Ash Kinns	gra
Myskich	gre

Ashok Kumar Gupta

(1) Signature of the First Part

Santach Kom Popla i.

Santosh Kumar Gupta

(2) Signature of the Second Part

Pradip Kenny Coltez

Pradip Kumar Gupta

(3) Signature of the Third Part

ii.

DIVIRYMON CH

Dilip Kumar Gupta

(4) Signature of the Fourth Part

APPIRMED & DECLARED IN IDENTIFICATION BEPORE

> Ramesh Kr. Agarwai NOTARY

SILIGURI

- 1 JAN 2025

Identified byme: