

Sl. No. 17.....2023.....

Notarial Certificate

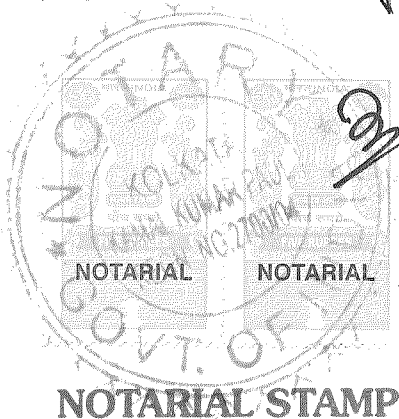
To all to whom these present shall come, I, Kamal Kumar Paul duly appointed by the Government of India as Notary and practising within the city of Kolkata. W.B. Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writings. 'A' are presented before me

of U.P. executed by Rishi Todor and others Original Agreement
Sever for the

hereinafter referred as the "executant/s" on the04 SEP 2023.....
of in the year Two Thousand. ✓

"executant/s" having admitted the execution of the paper
"A" and being satisfied as to the identity of the executant I
witnessed the execution.

In faith and testimony whereof, I, the said Notary, have hereinto
subscribed my name and affixed my seal of office this
day of 4 SEP 2023.....20 ✓



K Paul
Kamal Kumar Paul
September, 4th, 2023

Notary
Regd. No. 2700/04
Govt. of India
CMM's Court
2 & 3 Bankshall Street
Kolkata - 700 001

04 SEP 2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

THIS Agreement of LLP made at Kolkata this 04th DAY OF September, 2023

BETWEEN

1. Mr. Rishi Todi, having DPIN : 00590337, son of Mr. Pawan Kumar Todi, presently residing at 2, Queens Park, Kolkata 700 019, hereinafter referred to as the First Part, which expression shall, unless it be repugnant to the context thereof, include his legal heirs, successors, nominees and permitted assignees,
2. Mr. Chetan Todi, having DPIN : 03090096, son of Mr. Pawan Kumar Todi, presently residing at 2, Queens Park, Kolkata 700 019, hereinafter referred to as the Second Part, which expression shall, unless it be repugnant to the context thereof, include his legal heirs, successors, nominees and permitted assignees;

(The First & Second party shall be collectively referred to as Partners)

INTERPRETATION

In this Agreement unless the context otherwise requires:-

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

Rishu

KAMAL KUMAR PAUL
NOTARY GOVT OF INDIA
Regd. No. 2700004
C.M.M's Court
2 & 3 Bankshall Street
Kolkata-700001

Chetan Todi

04 SEP 2023

61016

Kinano Realty 226

1. Lushmami

Kol 73

Sold To.....

Name.....

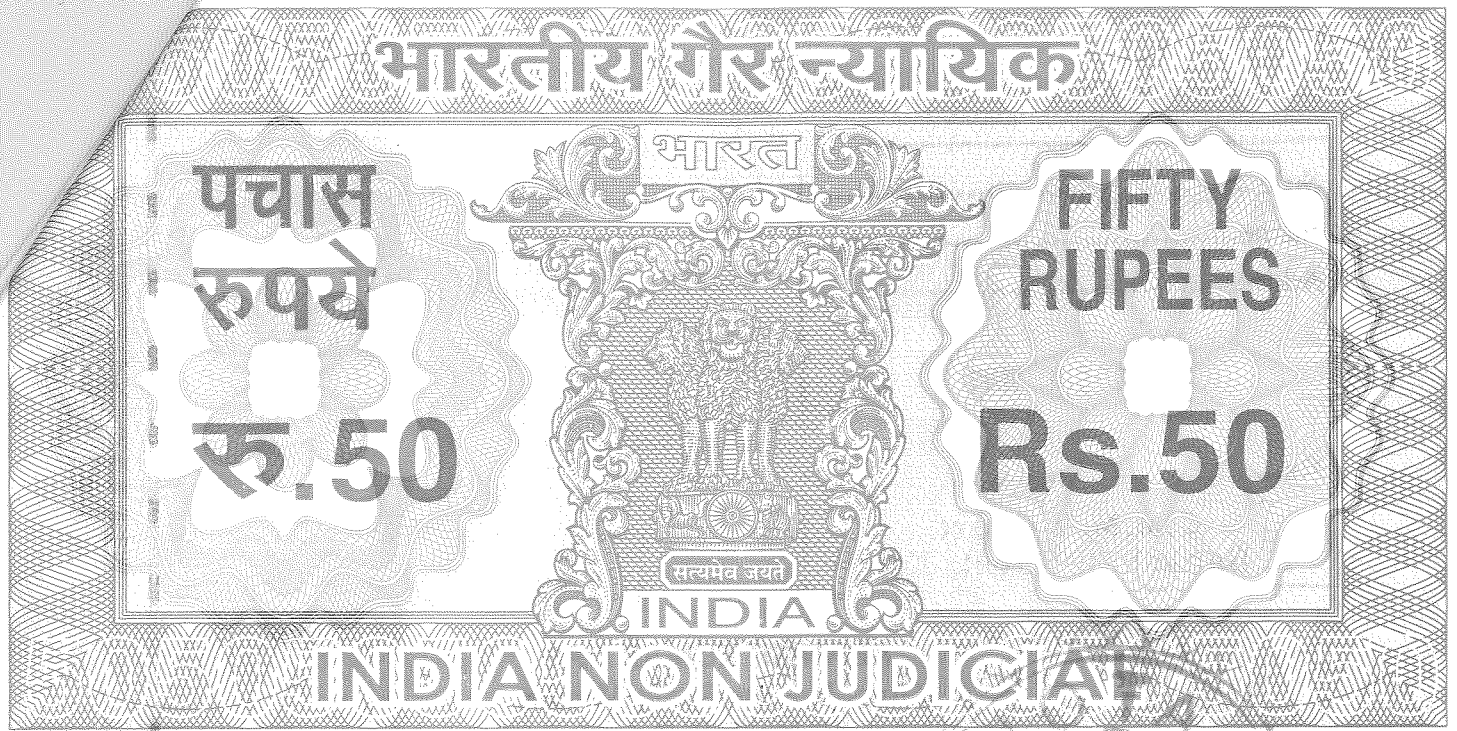
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C.M.M.'s Court
2, Bankshall Street, Kol-1

ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol



पश्चिम बंगाल WEST BENGAL

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

"Business" includes every trade, profession service and occupation.

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

"Designate 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 in relation to the LLP.

"LLP Rules" means the Limited Liability Partnership Rules, 2009 or any other Rules made by the Central Government under the Act, or any other Act in relation to LLPs.

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

"She" includes "he" or vice versa.

Rimma

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
REGD. No. 2706/06
C.M.M's Court
73 2 Bankshall Street
Kolkata-700001

(Notarized)

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C.M.M.'s Court
2, Bankshall Street, Kol-1

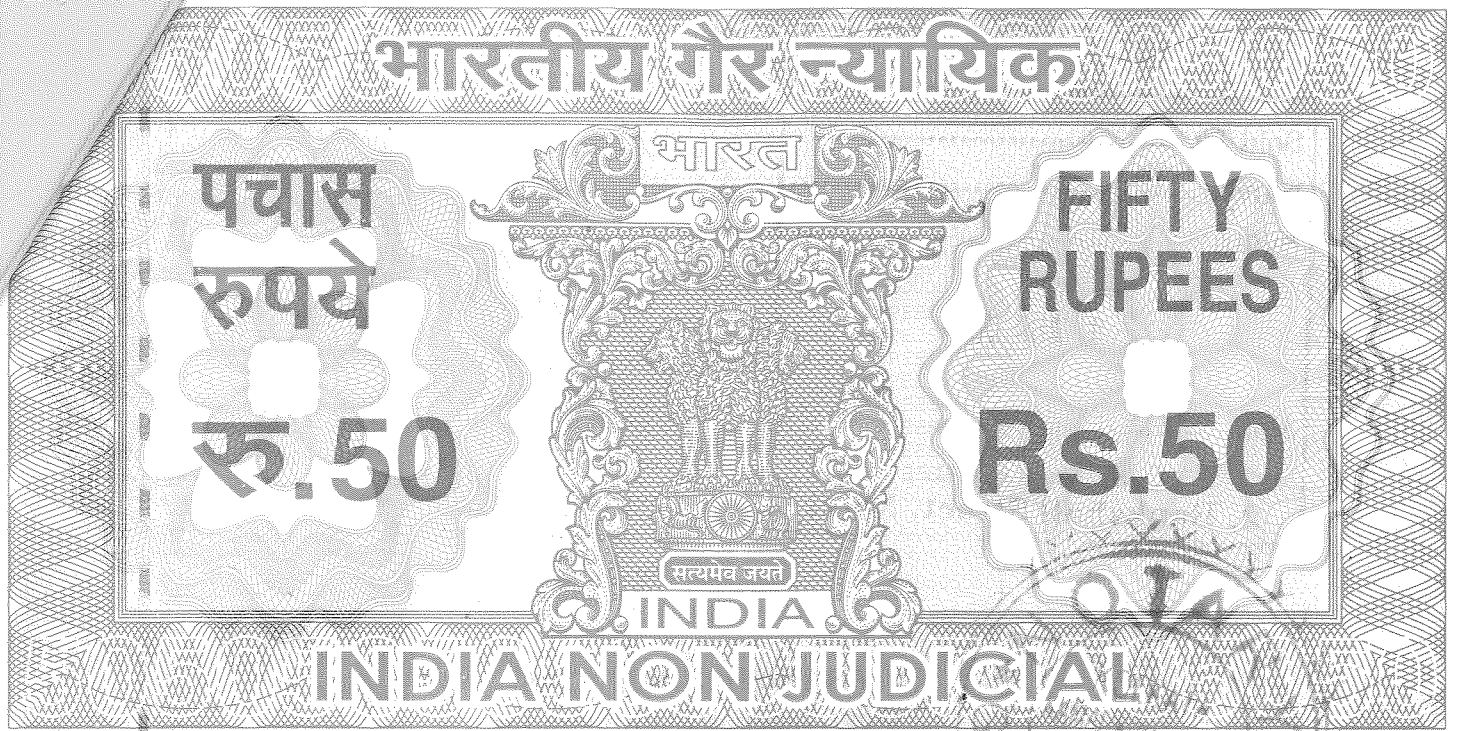
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Kimano Realty. L28

1. In the name

K0773

ABANISH KUMAR DAS
Gov. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL
WHEREAS:

The above parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 (hereinafter called "Act") and they intend to reduce to writing the terms and conditions of the said Limited Liability Partnership:

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

3. **Name :**

A Limited Liability Partnership shall be carried on in the name and style of M/s. KIWANO REALTY LLP (hereinafter called "the Firm" or "LLP") or such other name as the one permitted by the concerned authority of the Ministry of Corporate Affairs under the Act to be proposed by the mutual consent of the parties hereto.

The LLP may change its name by following the procedure as laid down in the Limited Liability Partnership Act, 2008 and the Rules made thereunder.

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KAMAL KUMAR PMA
NOTARY GOVT. OF INDIA
Regd. No. 2700/KM
C.M.M's Court
9/3 Bankshall Street
Kolkata-700001

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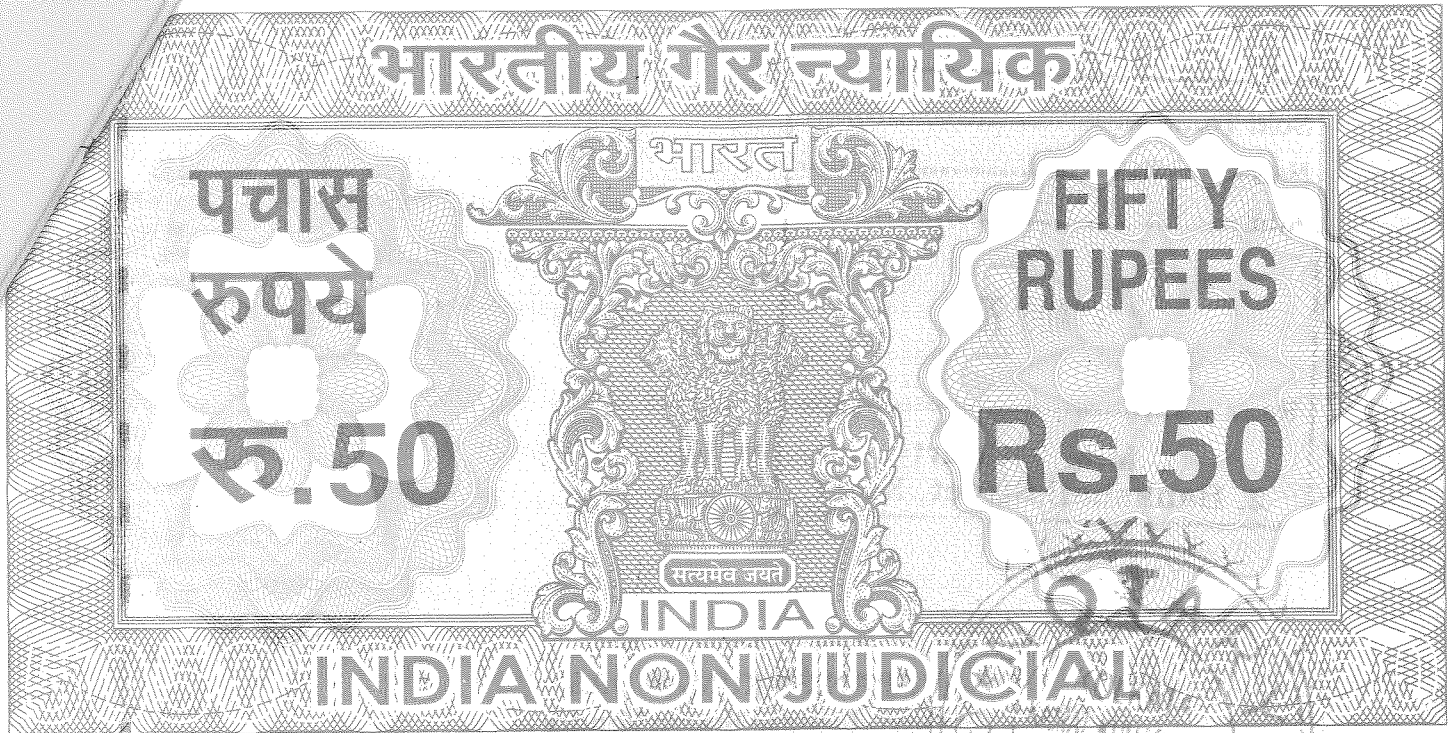
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Kimono Realty Ltd

1. Lushan Sami
K973

ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol 1



पश्चिम बंगाल WEST BENGAL

4. The Firm as constituted under this Deed shall commence on the date of incorporation of the LLP, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement or any modification thereof by consent of the parties hereto.
5. After the LLP's incorporation, the Firm may reimburse the Promoter-Partners all the costs of incorporation, legal and professional fees, printing and stamp duties and all other costs at actuals according to the account rendered to the LLP by the Promoter-Partners.
6. Mr. Rishi Todi and Mr. Chetan Todi shall be "Designated Partners" within the meaning of Section 7 of Limited Liability Partnership Act, 2008. They shall be actively engaged in conducting the Business of the firm and each of them shall be regarded as, "working partner" as defined in Explanation – 4 to clause (b) of section 40 of The Income Tax Act, 1961.
7. **Registered Office :-**

The LLP shall have its registered office at "Todi Mansion", 9th Floor, 1, Lu Shun Sarani, Kolkata-700 073 and/or at such other place or places, as shall be agreed to by the parties herein from time to time.

Rishu

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700104
C.M.M's Court
2 & 3 Bankshall Street
Kolkata-700001

Chetan Todi

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Name.....
Address.....

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2, Bankshall Street, Kol-1

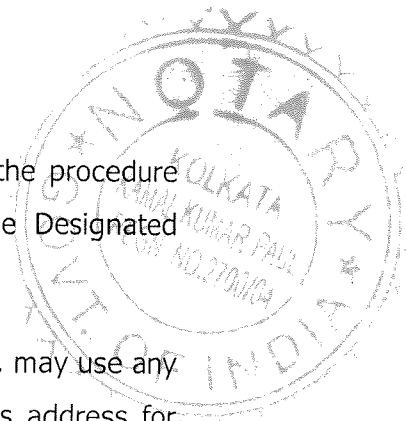
61019
Kiwano Realty LL
1. Lushina Sami
Kol-73

ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol-1

- i. The LLP may change its registered office by following the procedure as laid down in the Act and with the consent of the Designated Partners.
- ii. The LLP, may in addition to the registered office address, may use any other address for the purpose of correspondence as its address for service of documents, under sub-section (2) of section 13 of LLP Act, 2008 with the consent of the partners.

8. **Business-** The LLP business shall be

- iii. To carry on the business to acquire by purchase, lease, exchange, hire or otherwise develop or operate land, building and hereditaments of any tenure or description including agricultural, land, mines, quarries, tea or coffee gardens, farms, gardens, orchards, groves, plantations and any estate or interest therein and any right over or connected with land and buildings so situates or to turn the same to account as may seem expedient and in particular by preparing building sites and by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining hotels, rooms flats, entertainment centers, multiplex complexes, convention halls, exhibition centers, club houses, resorts, shopping malls, houses, restaurants, bars, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, offices, hostels, gardens, swimming pools, play ground, buildings and to deal in shares and securities, to do all kinds of financial business, work and conveniences of all kinds by leasing, hiring or disposing of the same to manage land, building and other properties whether belonging to the Company or not, and to collect rents and income, and to supply tenants and occupiers and other refreshments, attendance, light, waiting rooms, reading rooms, meeting rooms, electric conveniences and other advantages.
- iv. To carry on real estate business and construction business acquire by purchase, lease exchange, invest deal hire or otherwise act as brokers and agents, develop or operate land, buildings and hereditaments of any tenure or description and any estate or interest therein, and any



RAJMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700113
C.M.M's Court
1 & 3 Bankshall Street
Kolkata-700029

Rimuru

(Lutanod)

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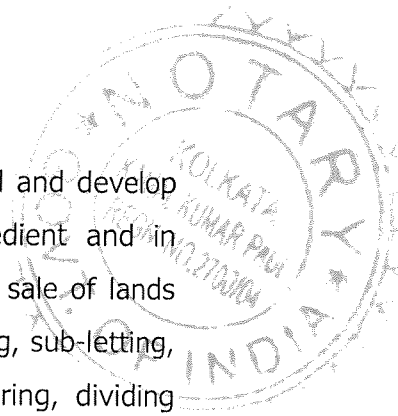
right over to or connected by land buildings so situated and develop or to run the same to account as may seem expedient and in particular by preparing building sites and purchase and sale of lands and/or buildings and owing, buying, selling, hiring, letting, sub-letting, maintaining, allotting, transferring allotment, administering, dividing and sub-dividing holding and by construction, re-constructing, altering improving, decorating, furnishing and maintaining hotels, rooms, inns, flats, houses, apartments, restaurants, bars, resorts, clubs, convention & exhibition halls, cinema houses, markets, shops, workshops, mills, factories, warehouses, cold storages, whaves, godowns, offices, safe deposits vault, hostels, gardens, swimming pools, playground, buildings, immovable property of any kind works and conveniences of all kinds and by leasing, hiring, letting or disposing of the same and to act as brokers and commission agents in real estate business and to act as a general contractor, sub contractors and to do any construction, manufacturing, building, road making, engineering and all other kinds and description whatsoever for any person, firm, AOP, society, company, public body, government, army, navy, railway etc. by the Company itself or in partnership at will.

- v. To act as builders, promoters and developers of land, buildings, building sites, townships and other building complexes and to undertake and execute building complexes, factories, godowns, flats, blocks, offices, shops, malls, garages, cinemas, theatre, hotels, resorts, restaurants, motels or structures of whatsoever and in connection therewith to act as contractors for execution of land and building projects of all kinds and otherwise as contractors for execution construction and completion of all sorts of projects and in connection therewith to act as engineers, draughtsman, interior decorators and generally to deal in immoveable properties of all descriptions and tenures by purchase and sale or otherwise as may be necessary or though proper and to undertake and execute maintenance contractors for Multistoried and other building, townships and other complexes of land in connection therewith and also otherwise to act as manager, caretakers, engineers, advisors, estate

Rimuna

Chetan Jod


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KAMAL KUMAR PALA
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REGD. No. 2700/04
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Kolkata-700061

agents, selling and purchasing agents and brokers for lands, buildings, factories, godowns, flats, blocks, offices, shops, malls, garage, cinemas, theatre, hotels, resorts, restaurants, motels or structures of whatsoever construction materials, furniture, fixtures, equipments and appliances.

- vi. To purchase, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.
- vii. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this Company.
- viii. To vest any movable or immovable property, rights or interests required by or received or belonging to the firm, in any person or body corporate or partnership firm or any other entity on behalf of or for the benefit of the Firm and with or without any declared trust in favour of the Firm.
- ix. To advance money either with or without security, and to such persons and upon such terms and conditions as the Firm may deem fit and also to deal with the money of the Company not immediately required.
- x. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.
- xi. To establish, or promote or concur in establishing or promote any company for the purpose of dealing all or any of the properties, rights and liabilities of the Company.
- xii. The parties hereto may do or undertake any other business or service for the purpose of Business of the Firm.


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9. **Capital of the Firm:-**

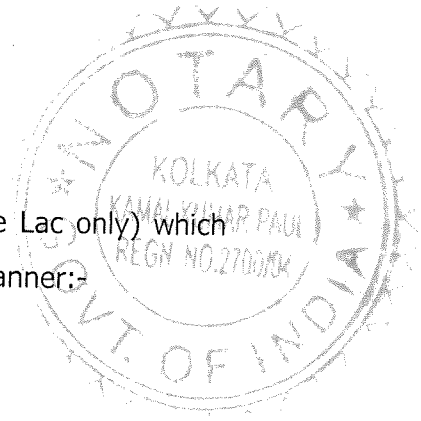
- i. The Capital of the Firm shall be ₹ 1,00,000/- (Rupees One Lac only) which shall be contributed by the parties hereto in the following manner:-
1. Rishi Todi ₹ 50,000/-(Rupees Fifty Thousand only)
 2. Chetan Todi ₹ 50,000/-(Rupees Fifty Thousand only)
- ii. If at any time after the commencement of this Partnership any further Capital shall be required for the purposes of its Business, the same shall be additionally contributed by the Partners in the proportion of their respective Capital contributions in the Firm, unless otherwise agreed upon by all the then Partners
- iii. A separate Capital account shall be maintained for each Partner. No Partner shall, except with the written consent of the other Partner, withdraw any sum from his capital account while he is a Partner
10. Books of account and other records relating to the affairs of the Firm as prescribed under Rule 24 of LLP Rules & Forms, 2009 pursuant to section 34(1) of the LLP Act, 2008 shall be maintained at the Registered Office of the Firm and books of account and records relevant to the other place(s) of business of the Firm shall be maintained at such place of Business or as may be mutually agreed upon by the parties hereto. Such books of account shall not be removed from the designated place(s) of business without the consent of all of the Partners.
11. All funds of the Limited Liability Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by Cheques or pay orders/Demand Draft/RTGS/NIFT or any other Banking Mode signed by the Designated Partners as determined by them.
12. The LLP may borrow funds from banks, financial Institution, bodies corporate, NBFCs, or other parties, and on such terms and conditions and securities, as the partner may from time to time unanimously agree upon.

Rishi Todi

KAMAL KUMAR PAUL
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2 & 3 Bankshall Street
Kolkata-700001

Chetan Todi

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13. Each of the parties hereto shall have access to and be entitled either by himself or through his agent to take extracts of any books of account, documents and records of the Firm at all reasonable times;
14. The accounting year of the Firm shall be from 1st April of the year to 31st March of subsequent year; the first accounting year shall be from the date of commencement of the Firm till 31st March of the subsequent year;
15. The Designated Partners of the LLP shall, within the period as stipulated in the LLP Act read with the Rules framed thereunder, prepare the Annual Statements of Accounts and Solvency for the financial year ended in accordance with the LLP Act read with the LLP Rules made thereunder and the same arranged to be audited as provided in the said Rule and signed by each one of them. Further it shall be responsibility of the Designated Partners of the LLP to send a copy of the said Annual Statements of Accounts and Solvency to every partner and obtain their acceptance of the same.

16. **The LLP may take Loans from Partners.**

The Partners, subject to the mutual consent between the partners, shall be entitled to interest on the amounts lying in their account in the Firm at the peak rate of interest for which deduction is allowable under section 40 (b) (iv) of the Income Tax Act, 1961 or at such other rate as may be again be mutually agreed between the partners from time to time.

17. **Remuneration to Partners and Distribution of Profit/ Loss**

- i. The net profits and losses of the Firm shall arrived at after providing for payment of Remuneration to the working Partners, if any, as defined in Explanation 4 to sub-clause (v) of clause (b) to section 40 of the Income Tax Act, 1961 and interest to the Partners, if any, in accordance with the terms of Partnership then in force;

Rimuru

Chetan

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C.M.'s Court
2 & 3 Bankshall Street
Kolkata-700001

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- ii. The net profits and losses of the Firm shall be distributed amongst the Partners in the following proportions:-

Name of the partner	Share in Profit/ Loss
1. Rishi Todi	50.00%
2. Chetan Todi	50.00%

- iii. Each of the parties hereto may draw out the funds of the Firm any sum of money not exceeding Rs.50,00,000/- (Rupees Fifty lacs only) in a year unless any excess withdrawal has been approved by the other Partner in writing;
- iv. The Parties may open bank account of the Firm in such bank and branch as mutually decided between them. It is expressly agreed that the Bank account of the Firm shall be operated severally by the Partners.

18. Admission and Retirement of Partner

- a. A new Partner shall be introduced only with the consent of all the existing Partners.
- b. A new Partner could be admitted upon such terms and conditions as the existing Partners and the incoming partner(s) may agree upon.
- c. Any Partner may cease to be a Partner of the Firm by giving a notice under acknowledgment in writing of not less than 30 (thirty) days to the other Partner or to Firm at the address of its Registered Office of his intention to Resign as Partner;
- d. If any partner shall voluntarily retire from the Firm, a statement of account shall be made within 30 days of retirement to determine his share of the capital in the Firm after adjustment of the profit or loss, as the case may be, of his share in the Firm from the date up to which adjustment had last been made to the date of his Retirement :
- i. the amount payable to him shall be paid to him within 15 days of the preparation of such account;

RT

[Signature]

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/MK
C.M.M's Court
2 & 3 Bankshall Street
Kolkata-700001

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- ii. the Retiring Partner shall pay any amount receivable from him by the Firm within 15 days of the preparation of such account and its submission to the retiring Partner;

19. Death of Partner

- a. The Firm shall have perpetual succession and the death, retirement or insolvency of any Partner shall not dissolve the Firm. However, upon insolvency of a partner, his or her rights, title and interest in the LLP shall come to an end.
- b. On the Death of any Partner, heir or successor or any person nominated by the Deceased Partner for this purpose shall be inducted as a Partner in the Firm on the same terms and conditions upon which the Deceased Partner was a Partner in the Firm or upon such terms as the existing Partners and the incoming Partner may agree upon;
- c. In the event that, the heir or successor or person nominated by the Deceased Partner to be inducted as a Partner in the Firm is unwilling to become a Partner, a statement of account shall be made within 30 days of Death to determine the Deceased Partner's share of the Capital in the Firm after adjustment of the profit or loss, as the case may be, of his share in the Firm from the date up to which adjustment had last been made to the date of his Death;
- d. A statement of account of the Deceased Partner shall be made to determine his share of Capital in the Firm after adjustment of the profit or loss, as the case may be, of his share in the Firm from the date up to which adjustment had last been made to the date of his Death within 30 days of Death :
- i. the amount payable to such Deceased Partner shall be paid to the heir or successor or the executor of the Deceased Partner within 15 days of the preparation of such account;
- ii. In the event that any sum is found receivable from the Deceased Partner a claim shall be made forthwith upon the estate of the Deceased Partner;

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NOTARY GOVT. OF INDIA
Regd. No. 2700/DM
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20. **Expulsion of Partner**

No majority of partners can expel any partner unless a power to do so has been conferred by express agreement between the partners. However, majority of partners can expel any partner in the situation where the partner has been found guilty of carrying of activity/business of the LLP with fraudulent purpose.

21. **Dissolution of Firm**

The Firm could be dissolved with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008.

22. **Rights of Partner**

- a. The partners shall Pledge/ hypothecate/ mortgage assets of LLP for borrowing money for the purpose of the business of the LLP as permissible.
- b. The partners shall have right, title interest share claim demand in all the assets and properties in the LLP in their respective profit sharing ratio.
- c. The partners shall have access to and be entitled to inspect and copy any books of accounts and other records of the LLP.
- d. The partners shall be entitled to continue to carry on or engage in their own, separate and independent business as hitherto carried on or that they may hereafter desire to carry on save and except any business directly or indirectly competing with the business of the LLP and the other partner and the LLP shall not have any objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the LLP or of the independent business, as the case may be, and provided however that he shall not use the name or assets or goodwill or reputation of the LLP to carry on the said business.

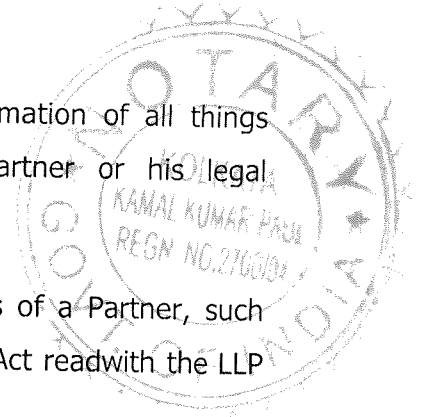
23. **Duties of Partners**

- a. Each Partner shall be just and faithful to the other Partners in all transactions relating to the LLP.

Rimuru
KAMAL KUMAR PAUL
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C.M.M.'s Court
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Kolkata-700001
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04 SEP 2023

- b. Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.
- c. In the event of a change in the name and/ or address of a Partner, such Partner shall duly comply with the provisions of the LLP Act read with the LLP Rules and intimate such change to the Firm.
- d. Every Partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Firm from any transaction concerning the Limited Liability Partnership, or for any use by him of the property, name or any Business connection of the Firm.
- e. Every Partner shall indemnify the Firm and the other Partner for any loss caused by his fraud in the conduct of the Business of the Firm;
- f. In case any Partner desires to transfer or assign his interest or shares in the Firm he can transfer the same with the consent of the Partner(s).
- g. No Partner shall without the written consent of other Partner :-
- i. Employ any moneys, goods or effects of the Limited Liability Partnership or pledge the credit thereof except in the ordinary course of Business and upon the account or for the benefit of the Firm.
 - ii. Enter into any bond or become sureties or security with or for any person or willingly do or suffer or cause to be done any act, deed, matter and/or thing whereby the capital, property and/or goodwill of the firm and/or any part thereof may be seized, jeopardized, attached and/or taken into execution.
 - iii. Assign, mortgage or charge his or her share in the Partnership or any asset or property thereof or make any other person a Partner therein.
 - iv. Lend money or give credit on behalf of the Firm or to have any dealings on account of the Firm with any persons, company or



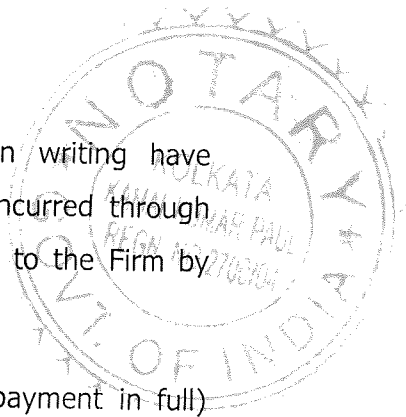
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C.M.M's Court
10/1, Park Road
Kolkata - 700017

Rimuru

Notarized

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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 to the Firm by the Partner causing the same.



- v. Compromise or compound or (except upon payment in full) release or discharge any debt due to the Firm except upon the written consent given by all the Partners.

h. Each partner shall—

- i. Punctually pay and discharge the separate debts and engagement and indemnify the other Partners and the Firm's assets against the same and all proceedings, costs, claims and demands in respect thereof.
- ii. Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of the Firm's Business and they all shall be the working Partners.

24. Duties of Designated Partner

- i. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the Firm with regard to the compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- ii. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- iii. The Firm 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), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances

KAMAL KUMAR PAL
NOTARY GOVT. OF INDIA
Regd. No. 2700/13
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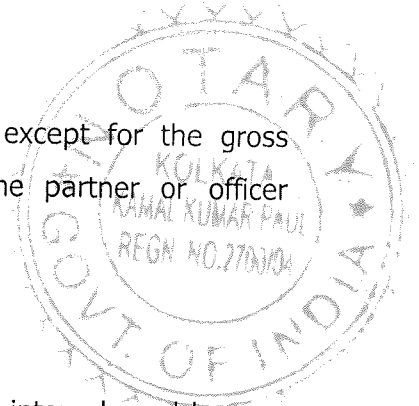
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[Signature]

CT *[Signature]*

04 SEP 2023

as Partners and officers of the Firm, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.



25. Meeting

- a. The meeting of the Partners may be called within such intervals and by way of prior notice to all the Partners of such time frame at their address recorded with the LLP, as may decided with the mutual consent of all the partners or in accordance with the provisions of the LLP Act, read with the Rules framed thereunder. However, in case any urgent meeting is called, the notice requirement is to be ratified by all the partners; Alternatively, an urgent meeting could be called by telephonic conversation;
- b. The meeting of Partners shall be held at the registered office of the Firm or at any other place as per the convenience of Partners.
- c. Minutes shall be kept of all the meetings of the Partners and all decisions taken in such meetings shall be recorded as resolutions in the minutes within 30 days of the meeting and such minutes shall be maintained and kept at the registered office of the Firm;
- d. Minutes of every meeting shall be signed by all the Partners present in the meeting;

26. Appointment of Auditor

A statutory Auditor may be appointed, if required pursuant to the provisions of the LLP Act read with the Rules made thereunder. Alternatively, the designated partners may voluntarily appoint a statutory auditor to audit the accounts of the LLP, with the mutual consent of all the Designated Partners. The fee to be paid to the Statutory Auditor shall be decided by the Designated Partners with the mutual consent of the auditor.

Kinnu

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's Court
2 & 3 Bankshall Street
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(Initialed)

04 SEP 2023

27. **Removal of Auditor**

The Auditor may be removed in accordance with the provisions of the LLP Act read with the Rules made thereunder, with the mutual consent of all the partners of LLP.

28. **Acts forbidden**

Without the consent given in writing of the other Partners, no Partner while he is a Partner for the time being of the LLP shall –

- Transfer, assign or otherwise encumber his share in the assets or profits of the LLP;
- Take any apprentice or hire or dismiss (except in cases of gross misconduct) any servant or agent of the LLP;
- Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
- Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
- Draw or accept or endorse unauthorized any bill of exchange or promissory note on LLP's account;
- Remit the whole or part of any debt due to the LLP;
- Commit to buy or buy any immovable property for the LLP;
- Submit a dispute relating to the LLP's business to arbitration;
- Commit to compromise or relinquish any claim in whole or in part of the LLP;
- Withdraw a suit filed on behalf of the LLP;
- Admit any liability in a suit or proceeding against the LLP;
- Enter into any partnership joint venture; float any subsidiary LLP or Company with the LLP being the promoter or acquirer of interest or control.



Puri

KAMAL KUMAR PURI
NOTARY GOVT. OF INDIA

Regd. No. 2700/M

C.M.M's Court

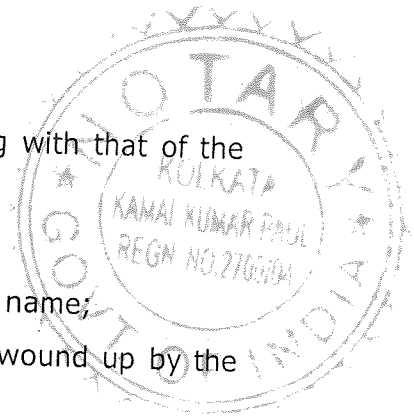
2 & 3 Bankshall Street

Kolkata-700004

Uttam

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- Engage directly or indirectly in any business competing with that of the LLP.
- Share business secrets of the LLP with outsiders;
- Open a banking account on behalf of the LLP in his own name;
- Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
- Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- Do any act that may conflict his interest with the interest of the LLP or any of its other Partners;
- Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;



29. Intellectual Property

1. All brand names, logos, trademarks, etc. whether registered or not, belonging to or used by the LLP for any project undertaken by the LLP shall belong solely exclusively absolutely to the LLP, viz Name of LLP alone.
2. All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights of whatever kind shall be the property of the LLP and no Partner shall be entitled to hold himself out as entitled to or otherwise use for himself such property otherwise then as a client or customer.

30. Voluntary Winding up or Termination of LLP

1. The LLP shall continue to operate subject to the provisions of the LLP Act, 2008 until termination of this Agreement by consent of the Partners.
2. The LLP shall be liable to dissolution only if the Partners so decide.
3. With mutual consent of the Partners, the LLP may initiate the proceedings for its winding up.
4. On the winding up of the LLP, the Liquidator, may subject to the provisions of the said Act, and the Rules made by the Central Government in this regard

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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regn. No. 2700/01
C.M.M's Court
Vidya Bhawan
Kolkata-700001

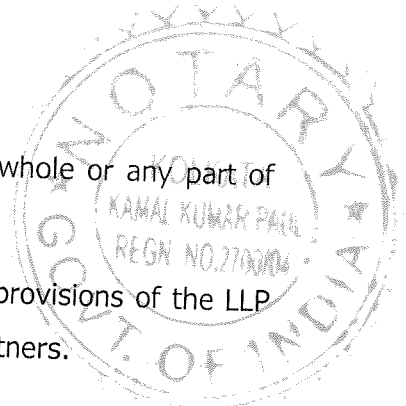
Signature

Witness

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divide among the Partners in species or otherwise the whole or any part of the assets of the LLP.

5. Voluntary winding up of the LLP shall be as per the provisions of the LLP Act and only upon the prior written consent of all the Partners.



31. Alteration of LLP Agreement

Notwithstanding anything stated or provided herein the Partners hereto have full powers and discretion to modify, alter or vary the terms and conditions of the Partnership Agreement in any manner whatsoever they think fit by mutual consent, which shall be reduced to writing to be signed by the partners.

No alteration to or amendment or change in this LLP Agreement shall be valid or effective or binding upon the Partners or the LLP unless reduced to writing as a Supplemental to this Agreement and duly signed and accepted by the Partners of the LLP as on the relevant date of alteration, amendment or change.

32. Resolution of Disputes

All disputes between the partners or between any Partner and the LLP arising out of the Limited Liability Partnership or this Agreement which cannot be resolved in terms of this Agreement and all disputes arising out of or in connection with the interpretation of this Agreement or any clause or provision contained herein or the respective rights, duties or liabilities of the partners hereunder, which cannot be resolved by mutual discussions, shall be referred to arbitration as the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or reenactment thereto. The venue of the arbitration proceedings shall be Kolkata and the proceedings shall be in English.

Only the courts of competent jurisdiction at Kolkata shall have exclusive jurisdiction in all matters.

33. Entire agreement, Severability & Waiver

(a) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's Court
2 & 3 Bankshall Street

[Signature]

[Signature]

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(b) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.

(c) 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.

(d) Unless otherwise provided herein, this deed cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this deed.

34. Miscellaneous Provisions

All the matters not expressly provided in this agreement shall be dealt with in the manner provided in the Limited Liability Partnership Act, 2008 and Limited Liability Partnership Rules, 2009 including any statutory modification (s) and/or re-enactment thereof, other matters shall be decided by the consent of all the Partners in writing.

IN WITNESS THEREOF THIS AGREEMENT IS SIGNED BY THE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Witnesses:

1. S. Nandy

NAME - Sougata Nandy

Father Name - Kanai nandy

Occupation - Private Job

Address - 39/2, Naskar Para Road. Kd-700011

2. Priya Kumari Prasad.

NAME - Priya Kumari Prasad.

Father Name - Dilip Kumar Prasad.

Occupation - Private Job

Address - 95, Mukhtaram Babu Street

Kol - 700007.

Rishi Todi,
Designated Partner
DIN-00590337

Chetan Todi,
Designated Partner
DIN-03090096

Signature Attested Only on
Identification of L.P. Advocate

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Kolkata, West Bengal

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's Court
2 & 3 Bankshall Street
Kolkata-700001

04 SEP 2023

NOTARIAL CERTIFICATE

Dated

Day of

20



In the Matter of :
Instrument 'A'
And
In The Matter of :

NOTARIAL CERTIFICATE

Kamal Kumar Paul

B.Sc., B.A. (Spl.) LL.B.
Advocate & Notary

(Govt. of India)

Residence :

299, Swamiji Sarani, Kalindi (West)
Kolkata - 700 048

Phone : 6454 5528 (Resi.), Mobile : 98316 08335

E-mail : paul_kamalkumar@yahoo.com