Notarial Certificate

To all to whom these present shall come, I, Kamal Kuman 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

Original Limited liability Partnership Agreement executed by sirector) Authorized Signatury of Multilon Realty Ltd and others of 10114 Siamond Harbour Road Walkata - 700027 Das stated in

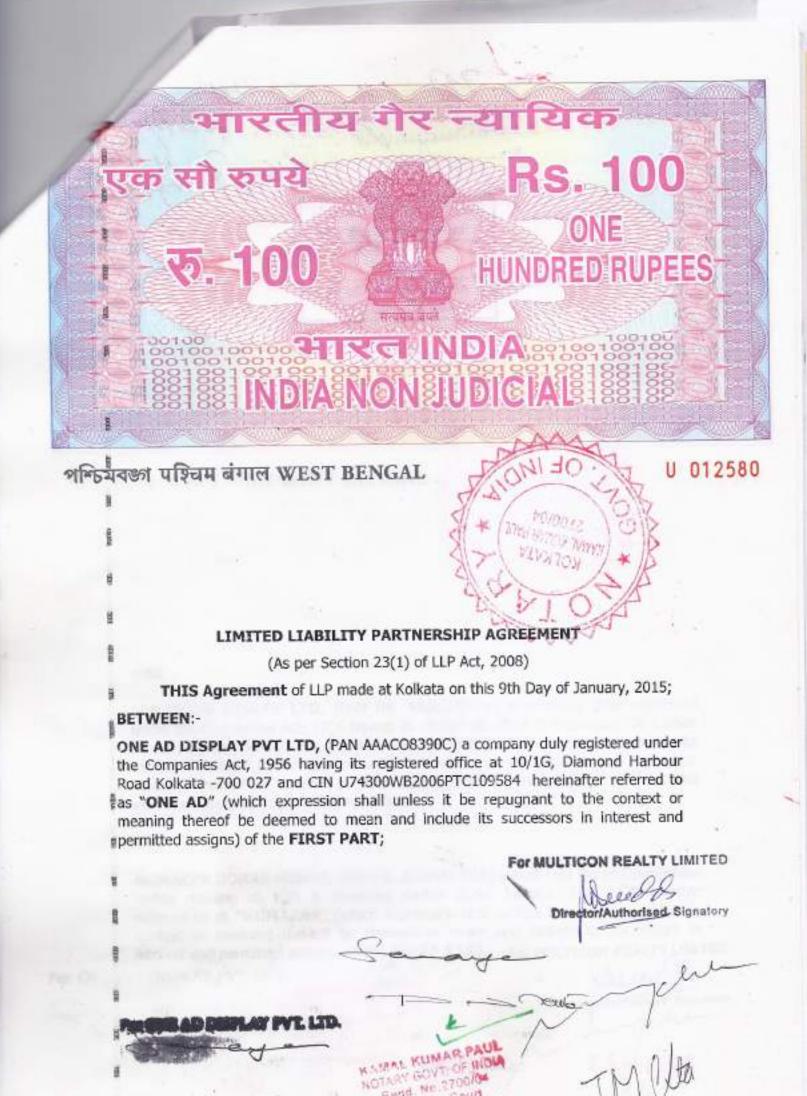
hereinafter referred as the "executant/s" on theday of In the year Two Thousand.

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

> Kamal Kumar Paul February, 25th, 2015



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



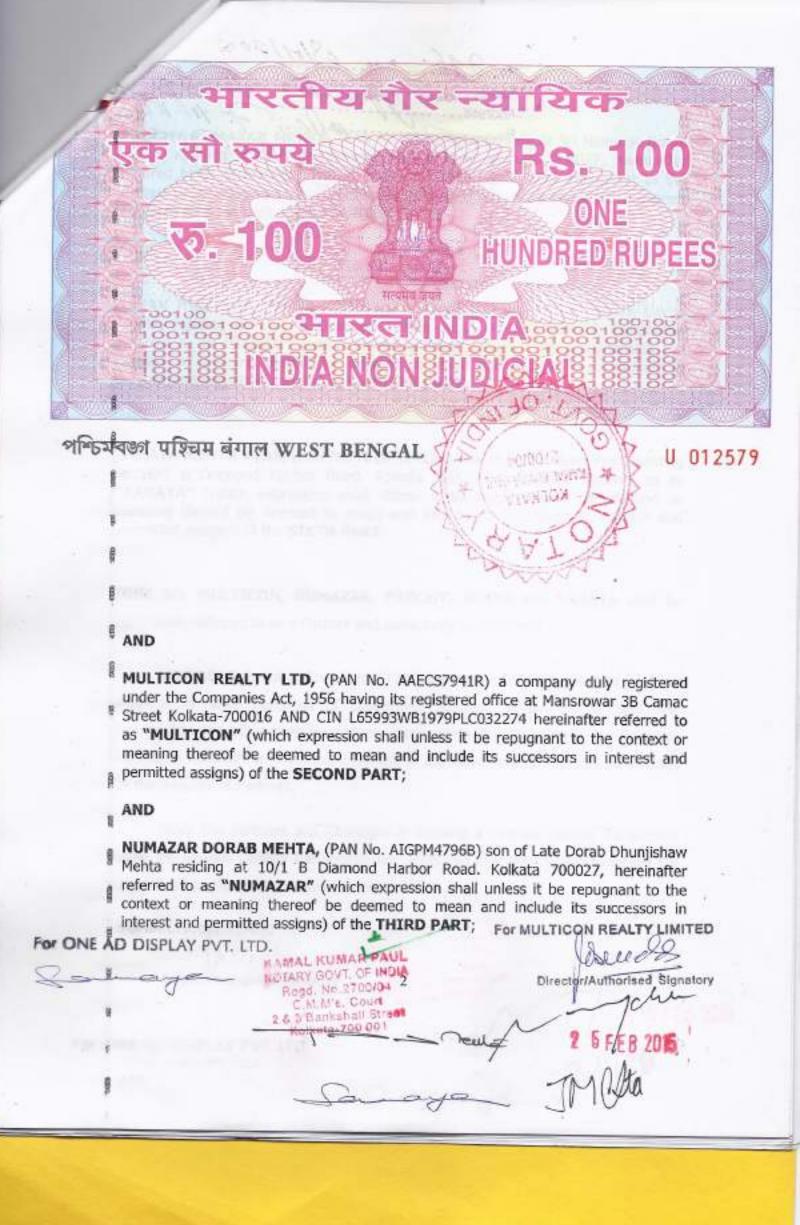
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Pijush Kanti Chakrahorty Licence Stamp yander Alipore Jonce Court Kolkata-700 027 For MULTICON REACTY LIMITED A Sylvania Alfred 1 -也可多种的物理的學生的學



No. 246 Date 8/1/2015

Name Marie Date 1/2015

Address Proposition of HI-RO

Rs. 100 Marie Chakesbort Chakesbort N. M. D. 10029 Licence Stamp Alinnie Coline Court FOIKELD-100-027 FOR MULTICORI REALTY UNITED

PROCHY NUMAZAR MEHTA, (PAN No. AFEPM1490D) wife of Sri Numazar Dorab Mehta, residing at 10/1 B Diamond Harbor Road. Kolkata 700027, hereinafter referred to as "PROCHY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor in interest and permitted assigns) of the FOURTH PART;

AND

JAHAN NUMAZAR MEHTA , (PAN No. AEYPM8840E) son of Sri Numazar Qorab Mehta, residing at 10/1 B Diamond Harbor Road. Kolkata 700027, hereinafter referred to as "JAHAN" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the FIFTH PART;

AND

SANAYA MEHTA VYAS, (PAN No. AFDPM1417R) wife of Sri Sandeep Vyas, residing at 10/1 B Diamond Harbor Road. Kolkata 700027, hereinafter referred to as "SANAYA" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the SIXTH PART;

(ONE AD, MULTICON, NUMAZAR, PROCHY, JAHAN and SANAYA shall be individually referred to as a Partner and collectively as Partners)

WHEREAS the abovementioned PARTIES have mutually agreed to carry on business of sale, purchase of properties, builders, developers of land and construction and other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

NOW The Partners are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

For MULTICON REALTY LIMITED

peredo Director/Authorised Signatory KAMAL KUMAR PAUL HOTARY GOVT, OF INDIA Repd. No.2700/04 2 83 Bankshall Strant

Kolkata-700 001

FOR ONE AD DISPLAY PVT. LTD.

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

A. Name of LLP

A Limited Liability Partnership shall be carried on in the name and style of AMITIS DEVELOPERS LLP (hereinafter called as AMITIS LLP) or such other name as the Partners shall from time to time unanimously agree upon.

B. Registered Office

The AMITIS LLP shall have its registered office at 10/1C DIAMOND HARBOUR ROAD KOLKATA-700027 or at such other place on places, as shall be agreed to by the majority of the Partners from time to time.

C. Commencement

The Limited Liability Partnership shall commence business on the date of registration of the LLP, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, as amended until termination of this agreement by consent of all the Partners for the time being of the AMITIS LLP.

D. **Designated Partners**

- Each of the partners of AMITIS LLP may appoint, from time to time, 1. authorized representatives or any one or more members to be the Designated Partners of AMITIS LLP, such that the minimum number of Designated Partners does not, at any time, falls below two as the Designated Partner of the AMITIS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
- The maximum number of Designated Partners appointed for the LLP shall be 2. as decided by the Partners unanimously at any time and from time to time not exceeding ten.
- "Designated Partners" are named in the SCHEDULE 2 hereto and include 3. their respective successors or successors-in-office AAR PAUL

For ONE AD DISPLAY PVT. LTD.

For MULTICON REALTY LIMITED 1

Director/Authorised Signatory

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E. Initial Contribution

 The initial contribution of the AMITIS LLP shall be Rs.10,00,000/- (Rupees Ten Lakh only) which shall be contributed by the Partners in the following proportions.

Name of the Party	Percentage (%)	Amount in Rs
ONE AD	44.1%	4.44.00
MULTICON	11.9%	4,41,000/-
NUMAZAR		1,19,000/
PROCHY	11.0%	1,10,000/-
200000000000000000000000000000000000000	11.0%	1,10,000/-
JAHAN	11.0%	1,10,000/-
SANAYA	11.0%	1,10,000/-

The further Contribution if any required by the **AMITIS LLP** shall be brought by the partners as mutually agreed.

F. Common Seal

The **AMITIS LLP** shall have a common seal to be affixed on documents as may be required under the signature of any of the Designated Partners.

G. Profit Sharing Ratio

All the Partners of the **AMITIS LLP** are entitled to share profit and losses in the ratio as mentioned in the **SCHEDULE 3** hereto and in case of any variation of the shares in terms of this LLP Agreement, shall include such variation

H. Voting

Every Partner shall have one vote each irrespective of their capital contribution to the AMITIS LLP's Capital. The decisions so taken shall be

For ONE AD DISPLAY PVT. LTD.

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Kolkata-700 001

Director/Authorised Signatory

Director/Authorised Signatory

recorded in the Minutes Book within ten days of the General Meetings and the same kept at the Registered Office of the AMITIS LLP.

I. Business

The business of the AMITIS LLP shall be to carry on the business of sale, purchase of properties, builders, developers of land and construction and other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the Partners unanimously,

J. Admission of New Partner

No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the AMITIS LLP. Consequent to admission of a new partner, the LLP Agreement shall be sultably modified with the consent of all the partners.

K. Contribution

The contribution of the partner may be tangible, intangible, moveable or immovable property. Subject to approval of all the partners, AMITIS LLP may call for bringing in additional amount of contribution from the existing partners as mutually agreed between the parties hereto, for meeting operational needs, working capital requirements and any other requirements.

Death or Insolvency or Voluntary Retirement of Partner L.

- AMITIS LLP shall have perpetual succession. Death, retirement or insolvency 1. of any partner shall not dissolve the AMITIS LLP.
- If any Partner has voluntary retired, a statement of account shall be taken 2. and made out of his share of the capital and effects of the LLP and of all unpaid interest and profits due to him up to the time of his retirement and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the retirement and balances KAMAL KUMAR PAL

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- struck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partners; share of profit and loss for the period from the beginning of the financial year in which his retirement occurs until the end of the calendar month in which the event takes place.
- Upon insolvency of a partner his or her rights, title and interest in the AMITIS LLP shall come to an end.
- 4. Upon the death of any of the partners herein any one of his or her heirs may be admitted as a partner of the AMITIS LLP in place of such deceased partners. 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. 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 AMITIS LLP.

M. Rights of Partner

- All the partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the same proportion of their INITIAL Contribution.
- Every partner has a right to have access to and to inspect and copy any books of the AMITIS LLP, whether maintained in electronic or physical form.
- 3. 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 AMITIS LLP shall have no objection thereto provided that the said partner has intimated the said fact to the AMITIS LLP before the start of the independent business and moreover he shall not use the name of the AMITIS LLP to carry on the said business.

FOR ONE AD DISPLAY PVT. LTD.

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FOR MULTICON REALTY LIMITED

Directo /Authorised Signatory

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N. Duties of Partners

- Every partner shall account to the AMITIS LLP for any benefit derived by him without the consent of the AMITIS LLP from any transaction concerning the LLP, or from any use by him of the property, name or any business connection of the AMITIS LLP.
- Every partner shall indemnify the AMITIS LLP and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the AMITIS LLP
- Each partner shall render true accounts and full information of all things affecting the AMITIS LLP to any partner or his legal representatives.
- 4. In case any of the Partners of the AMITIS LLP desires to transfer or assign his interest or share in the AMITI he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
- No partner shall without the written consent of the AMITIS LLP:,
 - (i) Employ any money, goods or effects of the AMITIS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the AMITIS LLP
 - (ii) Lend money or give credit on behalf of the AMITIS 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 AMITIS LLP by the partner incurring the same.
 - (iii) 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 AMITIS LLP property or any part thereof may be seized.

FOR ONE AD DISPLAY PVT. LTD.

FOR MULTICON REALTY LIMITED

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- (iv) Assign, mortgage or charge his or her share" in the AMITIS LLP or any asset or property thereof or make any other person a partner therein.
- (v) Compromise or compound or (except upon payment in full) release or discharge any debt due to the AMITIS LLP except upon the written consent given by the other partner.

O. Audit

The Statement of Accounts and Solvency of the AMITIS 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 as amended namely, Rule 24 of the LLP Rules & Forms, 2008

P. Duties of Designated Partner

- The Designated Partners shall be responsible for the doing of all acts, matters
 and things as are required to be done by the limited liability partnership in
 respect of compliance of the provisions of Limited Liability Partnership Act,
 2008 including filing of any document, return, statement and the like report
 pursuant to the provisions of Limited Liability Partnership Act, 2008.
- The AMITIS LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
- 3. The AMITIS 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), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the AMITIS LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Q. Cessation of existing Partners NO TARY GOVT. OF INDIA
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- A Partner may cease to be partner of the AMITIS LLP by giving a notice in 1. writing of not less than thirty days to the other partners and to AMITIS LLP of his intention to resign as partner.
 - No majority of Partners can expel any partner except in the situation where 2. any partner has been found guilty of carrying of activity/business of AMITIS LLP with fraudulent purpose.

Extent of Liability of AMITIS LLP R.

- AMITIS LLP is not bound by anything done by a partner in dealing with a 1.
 - the partner in fact has no authority to act for the AMITIS LLP in doing (i) a particular act; and
 - the person knows that he has no authority or does not know or believe (ii) him to be a partner of the AMITIS LLP.

S. Management of the LLP

- Partners of the LLP other than Designated Partners shall be sleeping partners. 1. The Designated Partner(s) shall have the right to participate in the management of the LLP shall be as provided in this agreement and otherwise it is restricted to:
 - Ratification of this LLP Partnership Agreement post incorporation of the LLP;
 - Any alteration to this LLP Agreement;
 - The admission of new Partners;
 - Appointment of Designated Partners;
 - Acceptance of Annual Accounts and Solvency and Auditor's Report thereon;
 - Raising of further Capital
 - Assignment and Transfer of Partnership Rights, by the partners in any way;

Expulsion of any partner;

FOR ONE AD DISPLAY PVT, LTD.

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- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- Sale or Assignment of goodwill of the LLP.
- Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP; and
- Winding up and Dissolution of the LLP.
- All the matters specified above shall be decided by a simple majority vote of the Partners present at a Meeting of Partners duly called and held.
- Any matter or issue relating to the LLP shall be decided by a majority in number of the Designated Partners which shall in every case include the Partners being the original Parties hereto so long as they continue as the Designated Partners of the LLP.
- Each Partner shall render true accounts and full information of all things affecting the AMITIS LLP to the Designated Partner(s) and on request to any Partner or his legal representative.
- 5. All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in case of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified above shall be called General Meetings, and the Meetings of the Designated Partners shall be called Executive Meetings.
- 6. A resolution circulated in writing and signed by majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

For ONE AD DISPLAY PVT. LTD.

For MULTICON REALTY LIMITED

Director/Authorised Signatory

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T. Bank Accounts

- Banking Arrangements for the LLP shall be unanimously decided by the
 Designated Partners at any time and from time to time, ensuring that all
 moneys received subject to requirements of current expenses, by way of
 cheques, drafts or orders shall be promptly paid into the AMITIS LLP LLP's
 Banking Account.
- It is expressly agreed that the bank account of this AMITIS LLP shall be operated by jointly or separately as decided by the partners from time to time.

U. Expulsion of Partner

A Partner may be expelled under a unanimous resolution of all the Partners, except the retiring Partner. .

V. Winding UP

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

W. Miscellaneous Provisions

- The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
 - in the ordinary and proper conduct of the business of the limited liability partnership; or
 - in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
- The books of accounts and other statutory records of AMITIS LLP LLP shall be kept at the registered office of the AMITIS LLP for the reference of all the partners.

FOR ONE AD DISPLAY PVT. LTD.

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- 3. The accounting year of the AMITIS LLP 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 this AMITIS LLP till 31st March of the subsequent year. The accounts of the AMITIS LLP LLP shall be signed by all the Designated Partners of AMITIS LLP LLP.
 - All disputes between the partners or between the Partner and the AMITIS LLP
 arising out of the limited liability partnership agreement which cannot be
 resolved in terms of this agreement shall be referred for arbitration as per the
 provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

FOR ONE AD DISPLAY PVT. LTD.

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IN WITNESS WHEREOF the parties have put their respective hands the day and year Signed and delivered by the Partners of: AMITIS LLP' FOR MULTICON REALT FOR ONE AD DISPLAY PVT. LTD. Director/Authorised Signatory (Partner) SANAYA (Partner) MEHTA (Partner) (Partner) ROCHY NUMBERR VYAS MARPAUL Rogd Ho 2700/04 Signature Attested Only on Identification of Ld. Artrocate ADVIDENTI Chery - Court 7 A Thankahall Street Nolkata-700 001 Witness: KAMAL KUMAR PAUL 25.02.15 Name: NOTARY GOVT. OF INDIA Kolkete, West Bengel CM V Con Address: Signature: 2 5 FEB 2016 8/1 STEED! Name: b) Address: Signature:_ 14

SCHEDULE I BUSINESS TO BE CARRIED ON BY AMITIS LLP

To carry on in India or elsewhere either alone or jointly with one or more person, Government, Local or other bodies, the business of investment, promoters, builders, contractors, construction and maintenance, contractors, sub-contractors, turn-key contractors, designers, architects, decorators, consultants, advisers, agents, supervisors, administrators, constructors, financers & brokers of all types of buildings and developmental work such as residential, commercial, industrial buildings & structures including houses, dwelling houses, sheds, flats, apartments, offices, godowns, warehouses, hutments, shops, factories, hospitals, hotels, holiday resorts, shopping- cum-residential complexes, roads, ways, culverts, dams, bridges, railways, tramways, Special Economic Zones, water tanks, reservoirs, canals, wharves, drainage, and sewage work, water distribution and filtration systems, docks, airports, and to develop, erect, design, install, alter, equip, dismantle, survey, examine, locate, improve, add, establish, renovate, recondition, protect, participate, enlarge, repair, modify, demolish, remove, replace, remodel, rebuilt, maintain, manage, undertake, contribute, assist, buy, sell, own, operate, grout, dig, excavate, pour, lease, let on hire, commercialize, turn to account, fabricate, handle & control all such lands, buildings & structures, and to purchase, sale, or deal in all types of moveable or immoveable properties for development, investment, or for resale, and to manage, or let the same or any part thereof for any period, to collect rents and incomes thereof and to promote and float, and work as promoters of Cooperative Housing Societies, Industrial Housing Societies, Industrial Estate and other societies or any type of organizations, and to construct or build for such buildings, houses, Industrial Estates, or any other type of construction work and for that purpose to purchase, take on lease or in exchange or acquire any land, real estate, building, agricultural farm and any rights connected with such real estate/ farm / building and to develop and turn to account any land acquired into plots/ sub-plots and either to sale them or develop the same by erecting structure/ building/ bungalow/ housing colony/ farm houses. 12700104

For ONE AD DISPLAY PVT. LTD.

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For MULTICON REALTY LIMITED

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SCHEDULE 2

DESIGNATED PARTNER

FOR One Ad Display Pvt Ltd

Numazar Dorab Mehta

Celle Prochy Numazar Mehta

Jahan Numazar Mehta

Sanaya Mehta Vyas

Sanaya Mehta Vyas

FOR MULTICON REALTY LTD

Dileep Singh Mehta

SCHEDULE 3
PROFIT SHARING RATIO

Name of the Party	Percentage(%)	
ONE AD	44.1%	V
MULTICON	11.9%	
NUMAZAR	11.0%	
PROCHY	11.0%	
JAHAN	11.0%	
SANAYA	11.0%	

NOTARY COVID OF INDIA
RESS NO 270004
C.M.W.S. Coun
C.M.W.S. Coun
ROSS Bankshall Street
ROSS 9000000

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