

Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)

TO ALL MEN THESE PRESENTS SHALL COME, I, PRODIP KUMAR BASU, Advocate & Notary Practising in the Alipore Police Court having my ordinary Professional address to be 7/2, Ramnarayan Tarkaratna Road, VIII & P.O - Harinavi, P.S. - Sonarpur, Kolkata - 700 148 within Sub - Division - Baruipur Dist. South 24 Parganas of the state of West Bengal within Union of India, do hereby declare that the paper writings collectively Marked "A" annexed here to, hereinafter called the "Paper Writings A" are presented before me by the Executant(s)

Meenu Suneja w/o. Ramesh
Rumar Suneja d. 13. Raja
Gantesh Road. Bal. 27




hereinafter referred to as the executant(s) on this, the 12th day of August Two Thousand Twenty

The "executant(s)" having admitted the execution of the "Paper Writings" 'A' in respective hand(s) in the presence of the witness(es), who as such, Subscribe(s) signature(s) thereon, and being satisfied as to the identity of the executant(s) and the said execution of the "Paper Writings 'A'

I have verified, authenticated and attested the execution of the "Paper Writings A" in the respective hand(s) of the executant(s).

ANACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may require for the same.

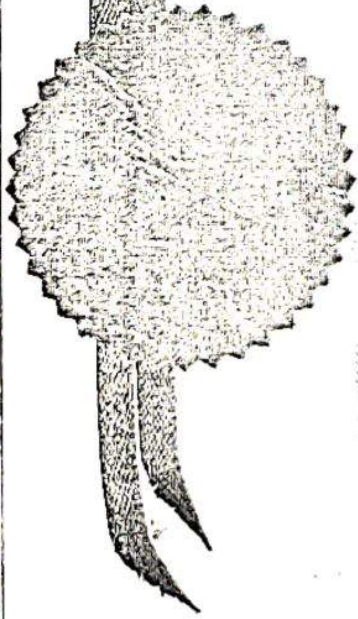
IN FAITH AND TESTIMONY WHEREOF, I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office on this 12th day of August 2020


PRODIP KUMAR BASU
Notary
Govt of West Bengal
Regn. No. 9/1996



P K. BASU, Notary
Reg. No. 9/96,
Govt. of W. B.

12 AUG 2020



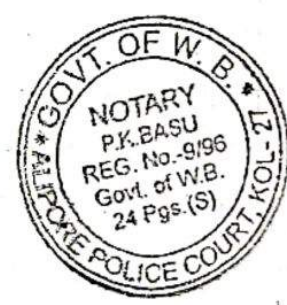
5/8/2020

भारतीय गैर न्यायिक



पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL

Z 755477



This Stamp Paper forms an integral part of the Limited Liability Partnership Agreement of Blue Estate Realtors LLP between Mrs Meenu Juneja and Mrs Sapna Jain made at Kolkata, this 10th day of Aug, 2020.



Meenu Juneja

12 AUG 2020

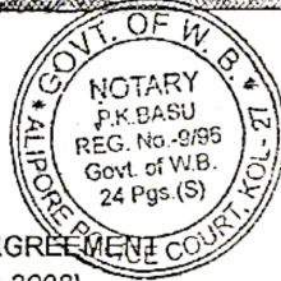
Sapna Jain.

भारतीय गैर न्यायिक



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Z 755478



LIMITED LIABILITY PARTNERSHIP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)

THIS AGREEMENT of Limited Liability Partnership is made at Kolkata, this 10th day of Aug, 2020

BETWEEN

Mrs. Meenu Juneja, wife of Mr. Ramesh Kumar Juneja, bearing PAN AEMPJ2219J, by religion Hindu, by occupation business, residing at 13, Raja Santosh Road, Kolkata - 700027, which expression shall unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the FIRST PARTY.

AND

Mrs. Sapna Jain, wife of Mr. Kamesh Patoary, bearing PAN AGBPJ8802A, by religion Hindu, residing at 25, Rameshwar Malla, 1st Bye Lane 29, Howrah - 711101, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the SECOND PARTY.

(BOTH THE FIRST & SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the First Party is Partner No. 1

(Designated Partner)

WHEREAS the Second Party is Partner No. 2

(Designated Partner)



Meenu Juneja

Contd.....P2

Sapna Jain.

WHEREAS the above parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008.



AND WHEREAS in order to safeguard the interest of the partners in the limited liability partnership and to obviate any misunderstanding in future, the Partners are desirous of recording full and complete terms and conditions of Limited Liability Partnership between them.

NOW THIS INDENTURE WITNESSETH that the parties hereto mutually agree to carry on the business under this Deed of Limited Liability Partnership on the following principle, terms and conditions :-

1. The Limited Liability Partnership shall be carried on by the parties hereto in the name and style of "BLUE ESTATE REALTORS LLP" as approved under the Limited Liability Partnership Act, 2008 bearing LLP Identification No AAT-2946.
2. BLUE ESTATE REALTORS LLP shall have its registered office at 44, Matheswartalla Road, Kolkata-700 046 and other office(s) at such place or places, as shall be agreed to by the majority of the partners hereto from time to time.

3. (a) The initial capital of BLUE ESTATE REALTORS LLP shall be Rs.1,00,000/- (Rupees One Lacs Only) which shall be contributed by the partners hereto in the following proportions :

A. Mrs. Meenu Juneja (First Party)	50%	Rs. 50,000/-
B. Mrs. Sapna Jain (Second Party)	50%	Rs. 50,000/-
		<u>Rs. 1,00,000/-</u>

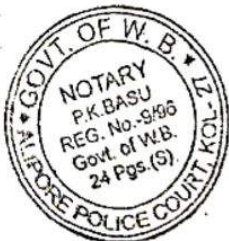
(b) Apart from the above, funds required from time to time for the business of BLUE ESTATE REALTORS LLP shall be contributed equally by the partners hereto in their respective current accounts, withdrawals wherefrom will also be in equal proportion from time to time as may be mutually agreed.

(c) Funds brought in by the partners in excess of the above ratio shall be treated as loan and will bear simple interest as may be mutually decided by the parties hereto subject to maximum of 12% p. a.

4. (a) The Partners hereto shall share profits and losses of BLUE ESTATE REALTORS LLP in the following ratio:

A. Mrs. Meenu Juneja (First Party)	50%
B. Mrs. Sapna Jain (Second Party)	50%
	<u>100%</u>

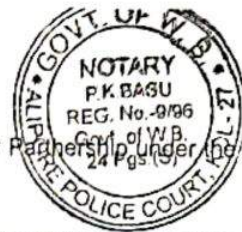
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Meenu Juneja

*Up.
Sapna Jain.*

12 AUG 2020



WHEREAS the above parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008.

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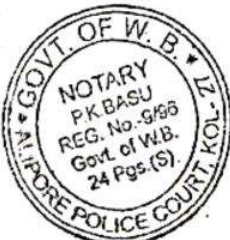
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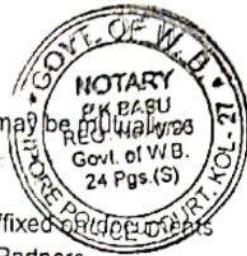
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Meenu Juneja

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Sapna Jain.*

2 AUG 2020



- (b) Remuneration of the Designated Partners hereto shall be as may be decided by the Partners hereto from time to time.
5. BLUE ESTATE REALTORS LLP shall have a common seal to be affixed as defined by partners under the signature of any of the Designated Partners.
6. BLUE ESTATE REALTORS LLP shall carry on the business of REAL ESTATE ACTIVITIES And other ancillary business necessary for furtherance of main business more particularly described in Schedule-1 annexed herewith or any other business in any other manner as may be decided by the majority of the partners.

Admission of New Partner

7. 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 BLUE ESTATE REALTORS LLP.
8. The Contribution of the partner may be tangible, intangible, moveable or immovable property and the incoming partner shall bring the minimum contribution as may be decided by all the existing partners.
9. Profit/Loss sharing ratio of the incoming partner will be in the proportion as may be decided by all the existing partners.

Rights of Partners

10. All the partners hereto shall have the rights, title and interest in the net assets and properties in the said BLUE ESTATE REALTORS LLP in the proportion of their Profit-sharing ratio.
11. Every partner has a right to have access to and to inspect and copy any books/documents of BLUE ESTATE REALTORS LLP.
12. 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 BLUE ESTATE REALTORS LLP shall have no objection thereto provided that the said partner has intimated them and to BLUE ESTATE REALTORS LLP before the start of the independent business and moreover he shall not use the name of BLUE ESTATE REALTORS LLP to carry on the said business.
13. BLUE ESTATE REALTORS LLP shall have perpetual succession and death, retirement or insolvency of any partner shall not dissolve BLUE ESTATE REALTORS LLP.

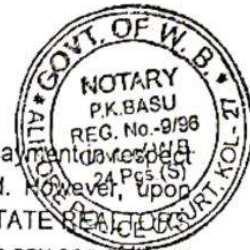
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14. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in BLUE ESTATE REALTORS LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
15. 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 BLUE ESTATE REALTORS LLP.

Duties of Partners

16. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
17. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
18. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representative.
19. In case any of the partners of BLUE ESTATE REALTORS LLP desires to transfer or assign his interest or share in BLUE ESTATE REALTORS LLP, he has to offer the same to the remaining partners and if the remaining partners are unable to takeover such interest or share they may induct new partner for this.
20. Each partner shall comply with all the provisions of LLP Act and Regulations, Rules framed or to be framed therein.
21. No partner shall without the written consent of the BLUE ESTATE REALTORS LLP
- I. Employ any money, goods or effects of BLUE ESTATE REALTORS LLP or pledge the credit thereof except in the ordinary course of business and from the account or for the benefit of the BLUE ESTATE REALTORS LLP.

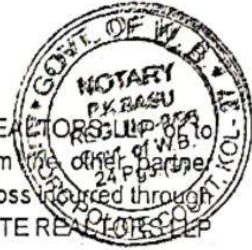
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Sapna Jain



2 AUG 2020



- II. Lend money or give credit on behalf of the BLUE ESTATE REALTORS LLP 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 to the BLUE ESTATE REALTORS 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 BLUE ESTATE REALTORS LLP property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share in the BLUE ESTATE REALTORS 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 BLUE ESTATE REALTORS LLP except upon the written consent given by the other partners.

Forbidden acts

22. No partners shall:

- (a) have the right or authority to bind or obligate BLUE ESTATE REALTORS LLP to any extent whatsoever with regard to any matter outside the scope of the partnership purpose;
- (b) use BLUE ESTATE REALTORS LLP name, credit or property for other than LLP purposes;
- (c) do any act detrimental to the interests of BLUE ESTATE REALTORS LLP or which would make it impossible to carry on the business or affairs of the BLUE ESTATE REALTORS LLP.

Meeting

23. All the matters related to BLUE ESTATE REALTORS LLP 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. However, following decisions shall be unanimously approved by all the partners :

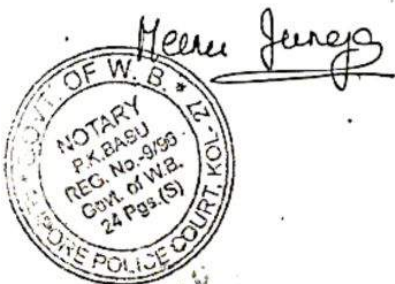
- (i) Changing the nature and the principal place of business;
- (ii) Admission of new partner or removal of existing partners;
- (iii) Opening of new bank account in the name of BLUE ESTATE REALTORS LLP;
- (iv) Amendment to any of the Clauses of this Agreement.

24. The meeting of the partners may be called by sending Seven days prior notice to all the partners at their residential address or by mail at the Email Id's provided by the individual Partners in writing to BLUE ESTATE REALTORS LLP, provided the meeting be called at shorter notice, if majority of the partners agree in writing to the said either before or after the meeting.

25. The meeting of Partners shall ordinarily be held at the registered office of BLUE ESTATE REALTORS LLP or at any other place as per the convenience of partners.

26. With the written consent of all the partners, a meeting of partners may be conducted through Teleconferencing.

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27. The limited liability partnership shall ensure the decision taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of BLUE ESTATE REALTORS LLP.
28. Each partner shall ---
- I. Punctually pay and discharge the separate debts and engagement and indemnify to all the other partners and BLUE ESTATE REALTORS LLP assets against the same and all the proceedings, costs, claims and demands in respect thereof.
 - II. Each of the partners shall give time and attention as may be required for the fulfilment of the objectives of BLUE ESTATE REALTORS LLP business and they all shall be the working partners.

Duties of Designated Partner / Partners (as the case may be)

29. The First Party & Second Party shall act as the designated Partners of BLUE ESTATE REALTORS LLP in terms of the requirement of the Limited liability partnership Act, 2008.
30. 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 the compliance of the provisions of this Act including filing of any document and statement and the like reports pursuant to the provisions of the Limited liability partnership Act, 2008.
31. The Designated Partners shall be responsible for doing of all acts arising from the agreement.
32. BLUE ESTATE REALTORS LLP shall pay such remuneration to the Designated Partners as may be decided by the majority of the Partners for rendering their services as such.
33. BLUE ESTATE REALTORS 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 BLUE ESTATE REALTORS LLP, except for the gross negligence or wilful misconduct of the partner(s) or officer(s) seeking indemnification.

Cessation of existing designated Partners/Partner(as the case may be)

34. A Partner may cease to be partner of BLUE ESTATE REALTORS LLP by giving a notice in writing of not less than thirty days to the other partners about his intention to resign as partner.
35. 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 BLUE ESTATE REALTORS LLP with fraudulent purpose and/or prejudicial to the interest of this Limited Liability Partnership and/or its partners.
36. BLUE ESTATE REALTORS LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act, 2008.

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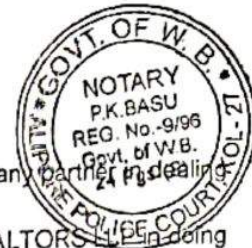
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Extent of Liability of LLP

37. BLUE ESTATE REALTORS LLP is not bound by anything done by any partner in doing with a person if ---
- I. the partner in fact has no authority to act for BLUE ESTATE REALTORS LLP in doing a particular act; and
 - II. the person knows that he has no authority or does not know or believe him to be Partner of BLUE ESTATE REALTORS LLP.



Miscellaneous Provisions

38. The Limited liability partnership shall indemnify each partner in respect of payments made and liabilities incurred by him ---
- 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 limited liability partnership.
39. The books of account of BLUE ESTATE REALTORS LLP shall be maintained by the partners hereto.
40. The accounting year of BLUE ESTATE REALTORS LLP shall be from 1st April of the year to 31st March of subsequent year.
41. The LLP may open any bank account after the unanimous consent of all the partners. Such bank account shall be operated by both the partners jointly or jointly by persons authorized by each partner on their behalf.
42. All disputes between the partners or between the Partner and BLUE ESTATE REALTORS 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 expressions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the above-named parties have set and subscribed their respective hands this day, month and year first above mentioned.

Signed, Sealed and Delivered at Kolkata, in the presence of:
WITNESS:

Arnab Dey
ARNAB DEY
1 DD-17, 3RD FLOOR.
ST NO 27, AA-I
NEWTOWN, KOLKATA-700156

Meenu Juneja
Juneja

Mrs. Meenu Juneja
(Party hereto of the First Part)

Sapna Jain.

Mrs. Sapna Jain
(Party hereto of the Second Part)

Sapna Jain.
Kamesh Patany
48/2 Jessam Road
3rd Flw, Tulshidhan
Bagmr. Kol-700055

Signature Attested
on Identification

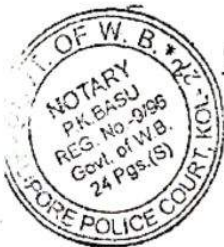
P K BASU Notary
Alipore Police Court, Kol-27
Reg No 9/96 Govt of WB

Identified by me

Advocate

Nabakumar Mukhopadhyay
Advocate
Alipore Criminal Court, Kol-27

11 2 AUG 2020



SCHEDULE I

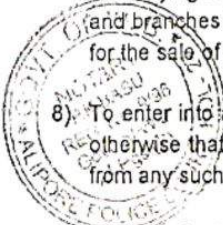
THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

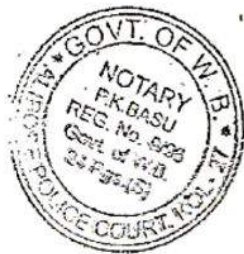
- 1) To carry on the business as estate agents, housing and land agents and property dealers and for the purpose to advertise and assist for sale or purchase, to find out or introduce purchasers and vendors of land, buildings, flats and other properties.
- 2) To carry on the business as estate agents, housing and land agents, property dealers and estate managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firms and companies, governments and states, as well as this company, to give, take, let and sublet and to carry out under taking, supervising, building, constructing, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties.
- 3) To carry on in India or elsewhere the business to manufacture, develop, fabricate, finish, manipulate and to act as importer, exporter, buyer, seller, job worker, wooden beading and mouldings, wooden packing cases, and to carry on either alone or jointly with one or more persons, government, local or other bodies, the business of to undertake Architectural work, interior designers, erection and installation and to act as civil engineers, architectural engineers, interior decorators, consultants, advisors, contractors, turnkey contractors and managers, and to do all incidental acts and things necessary for the attainment of the above objects.
- 4) To carry on the business as builders, property developers, civil, mechanical and labour contractors, building and erection engineers, dealers in, importers, exporters and manufacturers of prefabricated and precast houses, materials, tools, implements, machinery and metal ware in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently, carried on therewith in or outside India and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose off or maintain the same.
- 5) To carry on the business of development of hi-technology industrial parks, residential townships, vocational training centres, leisure parks, convention centres and development of other infrastructural facilities and to act as technical consultants and advisors in all matters relating to rural and urban infrastructural developments.
- 6) To acquire by purchase, lease, exchange, hire or otherwise hold, manage, work, develop the resources of land and turn to account any estates, land buildings, tenements and other property of every description, whether freehold or leasehold or other tenure and where so ever situate and any interests therein and rights connected therewith and in particular to acquire or take over certain estates situate in India or outside and all or any parts thereon and other assets used in therewith.
- 7) To enter into agreements and contracts with Indian or Foreign individuals, Companies or other organizations for undertaking development and construct and complete buildings of every nature of immovable properties so acquired and for technical, financial or any other assistance for carrying out all or any of the objects of the LLP. To establish and maintain any agencies and branches in India or any part of the world for conduct of the business of the company or for the sale of any materials or things for the time being at the disposal of the LLP for sale.
- 8) To enter into any agreements with any Governments or State Authority, Municipal, Local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or State Authority, any rights, privileges and concessions, grants.
- 9) To apply for tender, purchase or otherwise acquire any contracts and concessions for or in relation to the construction, erection, equipment, improvement, management, administration or control of works and conveniences and to undertake, execute, carry out, dispose off or otherwise turn to account the same.

Meenu Jais

12 AUG 2020

J.P.
Sapna Jain.





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