

**Pashupati Shah
Notary**

(Appointed by Govt. of India)

Serial No. 01/22 Dated Regd. No. 555208 09/04/22

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

NOTARIAL CERTIFICATE

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

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

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

An Original C.L.P Agreement
as enclosed here with.

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

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 09th day of April in the year 20 22

Solemnly affirmed and attested
Before me on Identification
09/04/22
Pashupati Shah
NOTARY SILIGURI



Pashupati Shah
Notary

The executentis is/are identified by me :

Nikhil Shah
Advocate

9/4/2022

9/4/22

भारतीय गैर न्यायिक



पचास
रुपये
₹.50

FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 315237



SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

made at Siliguri on this 09th day of April Two Thousand Twenty Two Only

DWARIKA KASHI LLP
Prateek Agnwal
PARTNER

DWARIKA KASHI LLP
Naval Kumar Agnwal
PARTNER

DWARIKA KASHI LLP
PARTNER

Before me on Identification
09/04/22

Pashupati Shar
NOTARY SILIGURI

N. J. Stamp

SL. No.....1018.....Date.....21.12.2020
Sold to.....Mech Industries Pvt Ltd.....

.....
of.....Slg.....
Value.....50/-.....Rupees.....


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

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 315238



SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

made at Siliguri on this 09th day of April Two Thousand Twenty Two Only

DWARIKA KASHI LLP
1/ *Prateek Agarwal*
PARTNER

DWARIKA KASHI LLP
2/ *Nand Kumar Aggarwal*
PARTNER

DWARIKA KASHI LLP
3/ *P. K. Ghosh*
PARTNER

Solemnly Affirmed & Declared
Before me on Identification
09/04/22
Pashupati Shar
NOTARY SILIGURI

N. J. Stamp

SL. No.....1019...Date..21.12.2020

Sold to...Mech Industries Pvt. Ltd

.....
of.....Slg.....

Value.....50/-...Rupees.....

J. Saik

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

भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

Z 315239



SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

made at Siliguri on this 09th day of April Two Thousand Twenty Two
Only

DWARIKA KASHI LLP

1. Prateek Agarwal
PARTNER

DWARIKA KASHI LLP

2. Naval Kumar
PARTNER

DWARIKA KASHI LLP

3. P. K. Gupta
PARTNER

30/04/2022
Before me on Identification
Pashupati Shah
NOTARY SILIGURI

N. J. Stamp

SL. No..... 1020 Date.. 21.12.2020

Sold to..... Mech Industries Pvt. Ltd

of..... 50

Value..... 5000 Rupees.....



JAYABRATA BANIK

Govt. Stamp Vender

A.D.S.R. Office Bagdogra

L/No- 539-R.M/Darjeeling

Year 2007



BETWEEN

i. **MR. PRATEEK AGARWAL (BUQPA6743P)** son of Deepak Kumar Agarwal by faith Hindu, by occupation business, residing at Rail Gate No. 1, (Rasraj Sweet Paurlo) Mahabristhan, P.S. - Siliguri, Siliguri - 734001 hereinafter referred to as the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the **FIRST PART**

AND

ii. **MR. NARESH KUMAR AGARWAL (ACGPA7787G)** son of Late Keshoram Agarwal by faith Hindu, by occupation business, residing at Marvel Enterprise, S.F. Road, opposite HDFC Bank, P.S. - Siliguri, Siliguri - 734005, hereinafter referred to as the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators, legal representative and assigns) of the **SECOND PART**

AND

iii. **MECH INDUSTRIES PVT LTD , (PAN AAECM3806D)** a Private Limited Company incorporated on 16/07/1957 bearing CIN U45201WB1957PTC023517 and having its registered office at 8,B.B.D Bag(East),Jalan House,Ist Floor,Kolkata-700001 represented by Mr Pankaj Garg S/o Radhey Shyam Agarwal Nominee of the Company R/o N.S Road,Jaygaon (CT),Jalpaiguri,West Bengal-736182 , hereinafter called the **"THIRD PARTY"** (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representatives, administrators and assigns) of the **"THIRD PART**

DWARIKA KASHI LLP
Prateek Agarwal
PARTNER

DWARIKA KASHI LLP
Naresh Kumar Agarwal
PARTNER

DWARIKA KASHI LLP
Pankaj Garg
PARTNER

Subscribed, Affirmed & Verified
Before me on Identification

29/04/20
Pashupati Shah
NOTARY SILIGURI



WHEREAS the M/s Dwarika Kashi LLP is duly incorporated under the LLP Act, 2008 under the seal of Registrar of LLP, Kolkata on 13/05/2021, with Limited Liability Partnership Identification No. AAX-0075

WHEREAS the First Part, Second Part & Third Part are carrying out the business in the name and under the style of "M/s DWARIKA KASHI LLP", registered with Ministry of Corporate Affairs vide LLPIN AAX-0075 dated 13/05/2021

And whereas the PARTIES of the THIRD PART has expressed his desire to introduce Land as a Capital in the Limited Liability Partnership Firm which will be develop by the LLP and the PARTIES HERETO of the FIRST, SECOND have agreed to it.

WHEREAS the Parties hereto have agreed amongst themselves to carry on the business in the Limited Liability Partnership under the name and style of "DWARIKA KASHI LLP" in accordance with this limited liability partnership agreement agreed upon the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH and it is hereby mutually agreed by and between the parties hereto that they have become partners upon the following terms and conditions stated and recorded herein as follows :-

NAME OF THE PARTNERSHIP:

That the name and style of Limited Liability Partnership firm shall be "DWARIKA KASHI LLP" or such other name as may be unanimously agreed upon by all partners.

REGISTERED OFFICE :

The registered office of the limited liability partnership shall be situated at C/O Mech Industries Pvt Ltd Burdwan Road Siliguri-734005 but may be shifted and/or extended to such other place or places as may be unanimously decided by the partners.

Before me on Identification
20/04/21

Pashupati Shah
NOTARY SILIGURI

DWARIKA KASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER

DWARIKA KASHI LLP
PARTNER

Prateek Aggarwal



BUSINESS OF THE PARTNERSHIP :

The business of the limited liability partnership shall interalia be:

- i) Undertaking development of real estate and properties for residential and commercial purposes.
- ii) To build develop promote and finance directly or indirectly multistoried and other buildings and develop projects for sale of flats, office spaces, commercial spaces other areas and spaces and/or rights therein to diverse persons on ownership basis or otherwise and for this purpose to do all necessary acts deeds and things that are required to be done.
- iii) To act as promoters and developers of real estates & projects and dealing in properties and projects.
- iv) M/s Dwarika Kashi LLP will develop the Land of M/S Mech Industries Pvt Ltd which will be introduce as a Capital in the Firm from 09/04/2022

DWARIKA KASHI LLP
DHILIP
PARTNER

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SCHEDULE

All that piece or parcel of land measuring 0.95 Acres, forming part of R.S. Plot Nos.2155, 2154, 2153 2152 and 2143 corresponding to L.R. Plot Nos.6996, 6995, 6994 and 6998, recorded in R.S. Khatian Nos.1143, 1138/1, 1138 and 180/1 corresponding to L.R. Khatian No.8612, situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya Paschim, R.S. J.L. No.110 corresponding to L.R. J.L.No.90, Pargana- Baikunthapur, Burdwan Road, located in the Zone between Jhankar More to Jalpai More, bearing Holding Nos.765/N/A/11/1, 766/767/N/85/1/2 and 768/12/611/426 in Ward No.V of Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling.

DWARIKA KASHI LLP
Nimal Kumar Agaswale
PARTNER

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The said land is bound and butted as follows :

- By North :- Property of Sri Shantilal Bhansali,
- By South :- Capital One Building Complex and land and house of others,
- By East :- 100 Feet wide Burdwan Road,
- By West :- 25 Feet wide S.M.C. Road, Capital One Building Complex and land and house of others.

DWARIKA KASHI LLP
Prateek Agaswale
PARTNER

1 ✓

Before me on Identification
09/04/22
Pashupati Shahi
NOTARY SILIGURI



CAPITAL CONTRIBUTION :

- i) The capital of the limited liability partnership shall be Rs. 10,00,000/- (Rupees Ten Lacs) Only. Each of the partners shall contribute to the capital of the said limited liability partnership business in proportionate to his respective share in the said limited liability partnership business and same shall be credited in their respective CAPITAL ACCOUNTS and shall not carry any interest.
- ii) M/s Mech Industries Pvt Ltd has introduce Land as a Capital in the Limited Liability Partnership Firm
- iii) In the event of any further amount required for the purpose of carrying on business of the limited liability partnership, the partners are entitled to contribute such amount/amounts and the same shall be debt due from the limited liability partnership firm to the partners. Such amount shall be credited to the CURRENT ACCOUNT of the partner and same shall carry interest @ 12% per annum or such other rate as may be mutually agreed upon but subject to the limit prescribed under Income Tax Act, at the relevant time.

MANAGEMENT :

The business of the limited liability Partnership shall be under the supervision of the following DESIGNATED PARTNERS viz. (1) MR. PRATEEK AGARWAL (2) MR. NARESH KUMAR AGARWAL (3) MECH INDUSTRIES PVT LTD and they shall be entitled to and are hereby authorized to look after the day to day management and administration and/or control of the affairs of the limited liability partnership business and/or its properties and for the aforesaid purposes each one of them shall jointly and/or severally be entitled to and are hereby authorized by the other partners :-

- i. To look after manage the development and/or undertaking of development of the properties which may be acquired on ownership by the partnership business or by acquiring development right.

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Before me on Identification

20/04/22
Pashupati Shah
NOTARY SILIGURI

DWARIKA KASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER
Naresh Kumar Agarwal

DWARIKA KASHI LLP
PARTNER
Prateek Agarwal



- ii. To sign and submit plan or plans for construction of any proposed building to the authorities concerned and for the aforesaid purpose to sign and execute all deeds documents instruments plans papers undertaking indemnities as may be necessary and/or required.
- iii. To enter into agreement for sale and transfer of the various flats, units apartments constructed spaces and car parking spaces or any part or portion of the project on such terms and conditions and for such consideration as any one of them may deem fit and proper.
- iv. To represent, sign and submit by any partner, all papers relating to development, plan sanction and all other works relating to any property in the office of Siliguri Municipal Corporation and Siliguri Jalpaiguri Development Authority.
- v. To pay and receive realize and collect all amounts which may become payable and receivable and to grant effectual receipts and/or discharges therefore.
- vi. And generally to do all other acts deeds and things as may be necessary and/or required from time to time to conduct all types of real estate business.

BANK ACCOUNT/S :

That the Bank Account or Accounts shall be opened in the name of Limited Liability Partnership firm with such bank or banks as the Partners may decide from time to time and same shall be operated by any of the Partners or such other person duly authorized by all Partners from time to time either at the time of opening bank account or anytime thereafter.

BOOKS OF ACCOUNT:

- i) All books of account of the limited liability partnership business shall be kept at the registered office of the firm.
- ii) The accounts in respect of the said limited liability partnership business shall be finalised and settled at the close of 31st March of each financial year.

30/04/2019, 11:00 AM, 11/04/2019
Before me on Identification

Pashupati Shan,
NOTARY SILIGURI

DWARIKA KASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER

DWARIKA KASHI LLP
PARTNER

Prateek Aggarwal

iii) The accounts once finalised adjusted and settled shall be final conclusive and binding on the partners and none of the partners shall be entitled to challenge or dispute unless any manifest error is detected within three months from the date of closing and on the

accounts are taken the profit or loss as the case may be shall be divided and/or distributed amongst the partners by way of credit or debit to the current account of the partners in the said limited liability partnership business or as may be mutually agreed upon between the partners.



The Accounts of the said limited liability Partnership Business as may be certified by the Chartered Accountants and/or Auditors of the limited liability Partnership Business shall be final conclusive and binding on all parties hereto and in no event the parties shall be entitled to dispute or challenge the said accounts or any part thereof unless there is a manifest error discovered later on.

BORROWINGS :

All the borrowings on behalf of the limited liability partnership business shall be made jointly with the consent of all the DESIGNATED PARTNERS upon the terms and conditions as may be mutually agreed upon. Any borrowing made otherwise shall not be binding on the firm and shall constitute the individual liability of the Partner or Partners making such borrowing.

SHARING PROFIT & LOSS :

At the end of the year, after allowing all the expenses, a profit & loss account shall be drawn up and the profit or loss if any after allowing interest to Partners in accordance with above clause shall be divided between or borne by the Partners in the following proportion :-

1. PRATEEK AGARWAL	(First Partner)	19.00%
2. NARESH KUMAR AGARWAL	(Second Partner)	19.00%
3. MECH INDUSTRIES PVT LTD	(Third Partner)	62.00%

DWARIKA KASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER

DWARIKA KASHI LLP
PARTNER

Prateek Agarwal

Before me on Identification

[Signature]

Pashupati Shah
NOTARY SILIGURI

DRAWINGS :

The partners shall be entitled to make drawings from time to time according to mutual arrangement and availability of funds and the sum so drawn shall be debited to their respective current accounts.

RESTRAINT ON PARTNERS :

- a) None of the partners shall be entitled to without the mutual written consent of the other partners to -
- i. Withdraw any suit or proceeding filed on behalf of the limited liability partnership or against it or in respect of any of the properties of the limited liability partnership business.
 - ii. Enter into any bond, confess judgment, or become bound as bail and/or stand surety or security with or for any person or persons in his representative capacity on behalf of the limited liability partnership.
 - iii. Lend any money belonging to the limited liability partnership to any outsider with whom the other partners have decided not to deal and/or trust.
 - iv. Have dealings with or give credit (on behalf of the limited liability partnership) to any person or concern who or which the other partners have decided not to deal with and/or trust.
 - v. Transfer immovable property belonging to the limited liability partnership.
 - vi. Admit any liability in a suit or proceeding against the limited liability partnership and
 - vii. Acknowledge any debt due from the limited liability partnership so as to extend the period of the limitation for instituting legal proceedings against the limited liability partnership.

DWARIKA KASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER

DWARIKA KASHI LLP
PARTNER

Prateek Aggarwal



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Before me on Identification
29/04/20
Pashupati Shah
NOTARY SILIGURI

- b) Any partner committing any breach of any of the foregoing stipulations shall indemnify the other partners from all losses and expenses on account thereof.
- c) None of the partners hereof shall without the consent in writing of the other partners hereof, first had and obtained, sell, mortgage, charge, encumber, alienate, transfer and/or otherwise deal with his share in the firm or any part thereof to any outsider.
- d) None of the partners hereof shall bind the limited liability partnership assets in any way except for the benefit of the firm and without the previous consent to that effect in writing of the other parties hereof, first had and obtained.

DWARIKA KASHI LLP
PARTNER

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ADMISSION / RETIREMENT / DEATH OF PARTNERS :

The partners with mutual written consent and on such terms and conditions as they shall decide take in any new partner or partners in the said limited liability partnership.



Any of the partners hereto shall be entitled to retire from the limited liability partnership firm upon giving thirty days notice, in writing, subject to the acceptance of remaining partners or as may be mutually agreed upon between the parties hereto from time to time.

DWARIKA KASHI LLP
PARTNER
Nand Kumar Goswami

- iii) The retirement of any partner shall not dissolve the said limited liability partnership business and the said limited liability partnership business shall continue with the remaining partners and/or by taking in any other person and/or persons as partner/s of the said limited liability partnership business.
- iv) In the event of any partner retiring, the partner so retiring shall only be entitled and/or liable to the extent of the share of profits/losses, if any, of the limited liability partnership business and also the capital Contribution (subject however to adjustment of drawings) but shall have no right over and in respect of the Goodwill and other assets and properties of the said limited liability partnership business.

DWARIKA KASHI LLP
PARTNER
Prateek Agarwal

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Before me on Identification
20/9/2022
Pashupati Shah,
NOTARY SILIGURI

- v) The death of any partner shall not operate as dissolution of the limited liability partnership but the legal heir of the deceased partner would succeed to the rights of the deceased partner and the limited liability partnership shall continue between the surviving partners and the heir of the deceased partner.

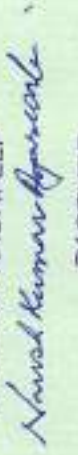
SETTLEMENT OF ACCOUNTS WITH RETIRED, INSOLVENT OR LEGAL REPRESENTATIVES OF DECEASED PARTNER :

- i. The share of the retiring/insolvent/deceased partner in the properties and the assets of the partnership shall be determined by drawing up a profit and loss account upto the date of retirement/insolvency or death (as the case may be) and also a Balance Sheet on such date and the amount so determined shall be paid by the continuing or surviving partners to the retiring or insolvent partner or to the legal representative of the deceased partner within one year or such other period as may hereafter be agreed from the date of retirement/insolvency or death (as the case may be) together with interest at the rate of twelve percent per annum or at such rate as may be hereafter agreed between the partners on such determined amount from such date until payment and from date of retirement/insolvency/death the share of the retiring or insolvent or deceased partner shall vest entirely and exclusively in the continuing or surviving partners whether or not a formal discharge has been obtained from the retiring or insolvent partner or the legal representative of the deceased partner PROVIDED HOWEVER that in computing the total amount payable to such retiring/insolvent partner or the legal representatives of a deceased partner as stated above the share of goodwill shall be taken as Nil and value of all assets shall be taken as book value as per accounts of the firm.
- ii. The Accounts of the said limited liability Partnership Business as may be certified by the Chartered Accountants and/or Auditors of the limited liability partnership business shall be final conclusive and binding on all the parties hereto and in no event any of the parties shall be entitled to dispute or challenge the said accounts or any part thereof unless there is a manifest error discovered later on.

DWARIKA KASHI LLP

 PARTNER

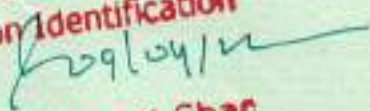
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DWARIKA KASHI LLP

 PARTNER

DWARIKA KASHI LLP

 PARTNER



30/04/2014, 11:00 AM, ...
 Before me on Identification

 Pashupati Shah,
 NOTARY SILIGURI



GOOD FAITH :

Each partner's shall: -

- i. employ himself diligently in the business;
- ii. use his best endeavors to promote the business of the limited liability partnership;
- iii. be just and faithful to each other in all transactions relating to the limited liability Partnership firm and give a true and faithful account in respect of all the dealings;
- iv. No partner without the written consent of the other partners shall:
 - i) Engage or enter into any contract on behalf of the firm.
 - ii) Enter into any agreement which may expose the limited liability partnership to any risk or liability.
 - iii) Forgive the whole or any part of any debt or sums due to the limited liability partnership.
 - iv) Excepting in the ordinary course of business, borrow any amount or dispose of any of the limited liability partnership's assets and properties.
 - v) Employ any of the moneys, goods and effects of the limited liability Partnership and/or pledge the credit thereof except in the ordinary course of business and upon account of or for the benefit of the limited liability Partnership.
 - vi) Enter into any bond or become bail or surety for any person or compromise or compound or release any debt due to the limited liability partnership.

DWARIKA KASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER

DWARIKA KASHI LLP
PARTNER

30/11/2019, 11:00 AM, 11/11/2019
Before me on Identification
29/11/19
Pashupati Shah,
NOTARY SILIGURI

DWARIKA KASHI LLP
PARTNER

vii) Do or cause or suffer to be done any act deed or thing whereby the other Partner or the properties of the limited liability Partnership or any part thereof be taken in execution.

viii) Except in the ordinary course of business dispose of by pledge sale or otherwise any part of the property of the partnership, borrow moneys from any Commercial Bank(s) or Financial Institution(s) for the purpose of the business of the partnership and for the purpose charge, mortgage etc., of all or any of the assets of the partnership firm.

ix) Assign, charge or mortgage his interest in the partnership.

DWARIKAKASHI LLP
PARTNER

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DWARIKA KASHI LLP
PARTNER



DISPUTE RESOLUTION :

All disputes and differences regarding the interpretation scope or effect of any of the terms and conditions of this Deed or the rights liabilities and obligations of the partners hereto either during the subsistence of the limited liability partnership or after its cessation and/or dissolution shall be referred to the arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

ALTERATION OF TERMS :

All or any of the terms and conditions herein contained not affecting the validity or essence of this limited liability partnership may be varied altered rescinded modified and/or added by mutual consent of the parties herein to be expressed in writing.

DWARIKA KASHI LLP
PARTNER

Before me on Identification

Pashupati Shah,
NOTARY SILIGURI

29/04/22



APPLICABILITY OF THE LIMITED LIABILITY PARTNERSHIP ACT :

In all other matters for which no provisions are made in these presents, the Partners shall be guided and governed by the provisions of the Limited Liability Partnership Act, 2008.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
at Siliguri in presence of:-

1.

DWARIKA KASHI LLP
Prateek Agarwal
PARTNER
PRATEEK AGARWAL
FIRST PARTY

2/ DWARIKA KASHI LLP
Naresh Kumar Agarwal
PARTNER
NARESH KUMAR AGARWAL
SECOND PARTY

3/ DWARIKA KASHI LLP
Philu
PARTNER
MECH INDUSTRIES PVT LTD
THIRD PARTY

IDENTIFIED BY ME
S. K. S. S. S.
ADVOCATE, SILIGURI 09/04/2022

Before me on Identification
09/04/22

Pashupati Shah,
NOTARY SILIGURI