

RAMESH KR. AGARWAL
NOTARY
(Appointed by the Govt. of India)



Professional Address :
P.N.B. Building
Hill Cart Road
P.O. SILIGURI- 734401
Dist, DARJEELING
Phone : 9434006684, 0353-2431105

Serial No

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal duly authorised by the Government of India to practice as a NOTARY do hereby verify authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri R. K. Agarwal 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 :

LLP AGREEMENT

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

In faith and testimony where of being required of a Notary. I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 20th Day of March in the year of Christ 2020.

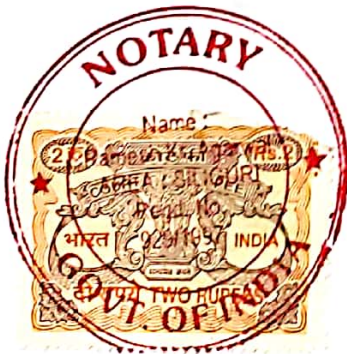
SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
RAMESH KR. AGARWAL
NOTARY
Regd. No. 929 /1997

The executent/s is/are identified by me :

RK
Advocate

20 MAR 2020





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

GOVT. OF INDIA
AREA : SILIGURI
Regd. No.
929/1997

AC 318329

1 Rajat Bihani

2 Rajeev Bihani

3 Ratan Bihani

4 [Signature]

5 [Signature]

6 Veiyukta Rathi

7

8 [Signature]

9 [Signature]

10 [Signature]

11 [Signature]

12 [Signature]

LLP AGREEMENT

This Agreement of LLP made at Siliguri on

BETWEEN

Mr. Rajat Bihani, S/o Mr. Ratan Kumar Bihani, residing at 327, Bidhan Road, Near Auto Stand, Siliguri -734001, West Bengal, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**

AND

Mr. Rajeev Bihani, S/o Mr. Ratan Kumar Bihani, residing at 327, Bidhan Road, Near Auto Stand, Siliguri -734001, West Bengal which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020

NON JUDICIAL STAMP

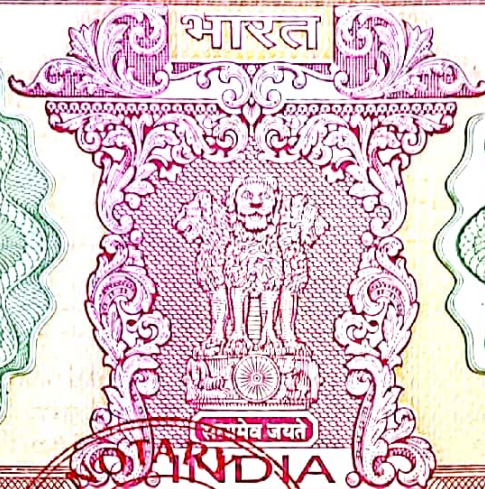
No. 103 Date 02.3.2020
Sold to Government in form
of ...
Value Rs. ...

Govt. Stamp Vendor
Bagdogra
Lic. No- 546/RM
07 / Darjeeling



भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

Y 896568



- 1 Rajat Bihani
- 2 Anur Bihani
- 3 Rishi Bihani
- 4 1 samak
- 5 Dola Banik
- 6 Vijukta Rathi
- 7 AND
- 8 f. N. K. m.
- 9 Santu Aggarwal
- 10 Vinod Ch
- 11 H. C. W.
- 12 Deepale K. Aggarwal

Mr. Premlata Bihani, S/o Mr. Manmal Kabra, residing at 327, Bidhan Road, Near Auto Stand, Siliguri -734001, West Bengal, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PARTY**,

AND

Mr. Ratan Kumar Banik, S/o Mr. Gour Prasanna Banik, residing at Shiv Ram Sarani, Nabagram, Lake Town, W/No. -33, Bhaktinagar, Jalpaiguri-734007, West Bengal, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FORTH PARTY**,

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020

NON JUDICIAL STAMP

No. 104 Date 02.3.2020
sold Swagmukul in bn
of Ag
Value Rs. 1000/-

Govt. Stamp Vendor
Bagdogra
Licn. No- 546/RM
07 / Darjeeling

- 1 Rajat Bishni
- 2 Ayaz Bhow
- 3 Ruchi Bishni
- 4 1 samik.
- 5 Dola Banik
- 6 Viyukta Rathi
- AND
- 7 Rathi
- 8 Mamta Agarwal
- 10 Mrinal Ag
- 11 Hider
- 12 Deepak Kumar Agarwal

Mrs. Dola Banik, S/o Mr. Santosh Kumar Banik residing at, H-19, Lake Town, Shib Ram Sarani, Siliguri-734007, West Bengal, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIFTH PARTY**,

AND

Mr. Viyukta Rathi, S/o Mr. Ghanshyam Rathi residing at, Malancha Apartment, Babupara, Siliguri, WB-734001, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SIXTH PARTY**,

AND

Mr. Sarda Maheswari, S/o Sushil Kabra residing at, 327, Bidhan Road, Near Auto Stand, Siliguri, 734001, West Bengal, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SEVENTH PARTY**,

AND

Mr. Ratan Kumar Bihani, S/o Mr. Rawatmull Bihani residing at Bidhan Road, Near Auto Stand, Siliguri, 734001, West Bengal on shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **EIGHTH PARTY**,

AND

Mr. Mrinal Agarwal, S/o Mr. Naresh Kumar Agarwal residing at, Flat No. D3, Shakti Kunj, Milanpally, Behind Hindi School, Shaktigarg RD No. 1 Siliguri, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **NINETH PARTY**,

AND

Mrs. Mamta Agarwal, S/o Mr. Deepak Kumar Agarwal residing at Rasaraj Sweets Parlour Mahavirsthan Siliguri 734004 WB, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **TENTH PARTY**,

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

20-3-20
Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020

- 1 Rajat Bahari
- 2 Jayesh Bahari
- 3 Rishi Bahari
- 4 [Signature]
- 5 Jeta Banik
- 6 Vijukta Rathi
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- 8 [Signature]
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- 11 [Signature]
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AND

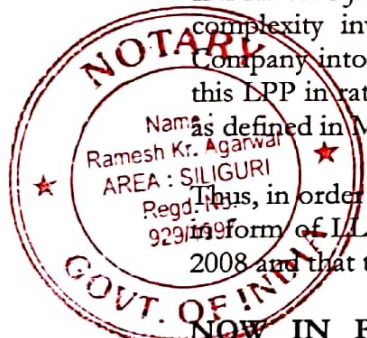
Mr. Hitesh Rathi, S/o Mr. Ghanshyam Rathi residing at, Malancha Apartment, Babupara, Siliguri, W.B. 734005, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **ELEVENTH PARTY**,

AND

Mr. Deepak Kumar Agarwal, S/o Mr. Shyam Sundar Agarwal residing at Rasaraj Sweets Parlour Mahavirsthan Siliguri 734004 WB, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **TWELVTH PARTY**,

(THAT ALL THE PARTIES TO THIS AGREEMENT SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

That the Partners of this agreement were carrying on the business of real estate as stated in Memorandum of Association and in form of the Company i.e. SWARNMAHAL INFRAPROJECTS PRIVATE LIMITED. However with regular changes in the law and the complexity involved, the partners herein desired to convert the business structure of Company into LLP. Moreover the members of the Company shall continue as partners to this LPP in ratio as mentioned in this agreement and shall pursue the same business activity as defined in MOA, unless decided otherwise by all the partners mutually.



Thus, in order to change the business structure, the partners have agreed to pursue the same in form of LLP (Limited Liability Partnership) under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said Conversion.

NOW IN PURSUANCE TO FORMATION OF LLP AND TO DEFINE CERTAIN TERMS AND CONDITION AMONG THE PARTNERS, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The limited liability partnership constituted under this Deed is converted on and from the 02nd Day of March, 2020
2. A Limited Liability Partnership shall be carried on in the name and style of Swarnmahal Infraprojects LLP and hereinafter shall be called as Swarnmahal Infraprojects LLP.
3. The Swarnmahal Infraprojects LLP shall have its registered office at C/o Ratan Kumar Banik, Sibrah Sarani Nabagram, Lake Town, H/No. 33 Bhaktinagar Jalpaiguri WB 734007 IN and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

[Signature]

20 MAR 2020

Ramesh Kr. Agarwal
NOTARY
SILIGURI

4. The initial Contribution of said LLP shall be Rs. 7400,000.00 /- (Rupees Seventy Four Lacs Only) as contributed by the partners in the following proportions:

First Party 1.35% i.e. Rs. 100,000 (Rupees One Lacs only)

Second Party 1.35% i.e. Rs. 100,000

Third Party 10.81% i.e. Rs. 800,000

Fourth party 0.68% i.e. Rs. 50000

Fifth Party 0.68% i.e. Rs. 50000

Sixth Party 12.16% i.e. Rs. 900000

Seventh Party 8.11% i.e. Rs. 600000

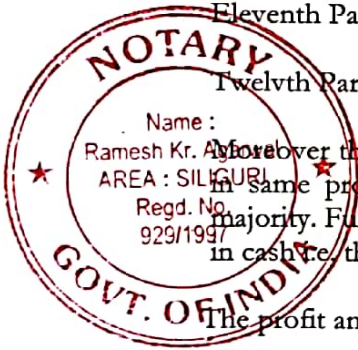
Eighth Party 10.81% i.e. Rs. 800000

Nineth Party 20.27% i.e. Rs. 1500000

Tenth Party 13.51% i.e. Rs. 1000000

Eleventh Party 6.76% i.e. Rs. 500000

Twelfth Party 13.51% i.e. Rs. 1000000



Moreover the further capital may be infused from time to time either by existing partner in same proportion or different or by admission of new partner at the will of the majority. Further the capital introduced by the partner in the LLP shall not necessarily be in cash i.e. the capital might be in form of cash or kind.

The profit and losses of the Partnership shall belong to and shall be shared by the Parties in the following proportion:-

1	Mr. Rajat Bihani	1.35
2	Mr. Rajeev Bihani	1.35
3	Mr. Premlata Bihani	10.81
4	Mr. Ratan Kumar Banik	0.68
5	Mrs. Dola Banik	0.68
6	Mrs. Viyukta Rathi	12.61
7	Mrs. Sarada Maheswari	8.11

1 Rajat Bihani

2 Rajeev Bihani

3 Premlata Bihani

4 Ratan Kumar Banik

5 Dola Banik

6 Viyukta Rathi

7 Sarada Maheswari

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020

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12. Deepala - Agarwal

11 HRC

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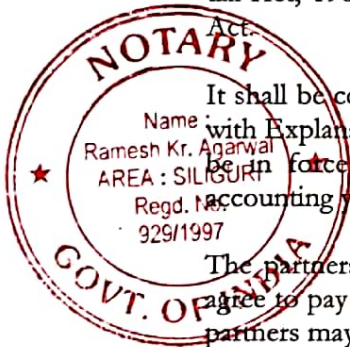
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8	Mr. Ratan Kumar Bihani	10.81
9	Mr. Mrinal Agarwal	20.27
10	Mrs. Mamta Agarwal	13.51
11	Mr. Hitesh Rathi	6.76
12	Mr. Deepak Kumar Agarwal	13.51

Each Partner shall be entitled to draw out of the Partnership, the undrawn balance, if any, of his/her share of profit after determination thereof. In the event of any amount drawn by the Parties hereto in excess of their respective share of profit, then their respective accounts shall be debited accordingly. However, such excess withdrawals shall not be done if the same would result in financial difficulty in the operations of the Partnership.

- That the partners of the LLP shall be entitled to receive the remuneration as may be fixed by the designated partners in consultation with the existing partners of the firm.

THAT all the working partners of the firm, who have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and mutually manage the working of the firm, the remuneration payable to the said working partners shall be such amount as may be decided by the designation partners after considering the financial position of the LLP and profitability of the firm, but the remuneration shall be restricted to amount as computed under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the Income Tax



It shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year.

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

- The business of the Swarnmahal Infraprojects LLP shall be of trading, dealing, buying, selling, etc in all types of goods or undertake such activity as may from time to time unanimously agree upon.
- The Swarnmahal Infraprojects LLP shall not have a common seal to be affixed on documents as defined by partners. Moreover the signature of any of the Designated Partners in presence of all the designated partners shall be sufficient.

8 of 11 Mr. 9 Mrinal Agarwal.
11 Hitesh Rathi
12 Deepak Kumar Agarwal

Mrinal

7 10

1 Rajat Bihani
4 _____

2 Anur Bhowmik
5 Dola Banik

3 Rinku Bihani
6 Vijukta Rathi

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI
20 MAR 2020

8. The Beloved Developers LLP shall have its legal identity and the documents be executed in its own name.

Designated Partners

9. All the party hereto are the first designated partners of the firm.

10. The Designated Partners shall have the power to unanimously decide amongst themselves on the following matters:

- (i) To change the situation of Registered office of the Partnership
- (ii) To change the name of the Partnership
- (iii) To declare any address other than the registered office address for service of documents
- (iv) To determine the Remuneration of Auditors
- (v) To appoint and remove Auditors from office
- (vi) To run the daily affairs and business of the LLP and are empowered to sign any documents and agreements whatsoever required to run the daily affairs of the business of the LLP

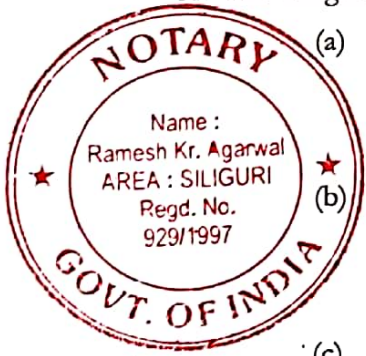
B K Agarwal, 9 Beloved Developers LLP
" Holey 12 Deshpande Agarwal

11. The designated Partners shall have the power to:

- (a) remunerate (by payment of fees, the provision of benefits in kind or otherwise) any officer or key employee of or consultant to the Company or vary the terms of employment; or
- (b) assign, sell, transfer, pledge, mortgage or charge his share in the Limited Liability Partnership or the assets or profits of the firm or any part thereof or make any other person a partner with him therein;
- (c) engage or except for gross misconduct, dismiss any employee of the partnership;
- (d) employ any of the money, 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 partnership.
- (e) give any security or promise for payment of money on account of the Limited Liability Partnership, except in the ordinary course of business;

Harindha

7 10



1 Rajat Bishnoi 2 Anwar Bishnoi 3 Rinkti Bishnoi
4 _____ 5 Jeta Bawli 6 Vijukta Rathi

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020

- (f) enter into any bond or become bailee or surety for any person or knowingly cause or suffer to be done anything whereby the Limited Liability Partnership property may be endangered;
- (g) compromise or compound or release, except upon payment in full or discharge any debt due to the Limited Liability Partnership.

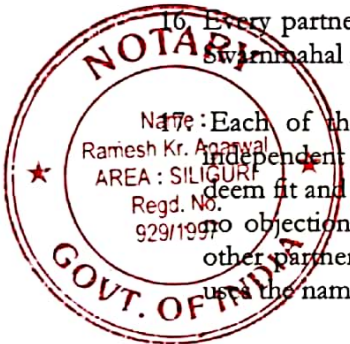
Admission of New Partner

- 12. 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 Swarnmahal Infraprojects LLP.
- 13. The Contribution of the partner may be in any form i.e. cash or kind and be tangible, intangible, Moveable or immovable property, however the there shall not be any limit on the minimal contribution to be brought by incoming partner.
- 14. The Profit sharing ratio of the incoming partner will be in proportion to his contribution or as agreed between the partners towards Swarnmahal Infraprojects LLP.

Rights of Partner

- 15. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said Swarnmahal Infraprojects LLP in the proportion of their Contribution.

- 16. Every partner has a right to have access to and to inspect and copy any books of the Swarnmahal Infraprojects LLP.



- 17. 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 Swarnmahal Infraprojects LLP shall have no objection thereto provided that the said partner has intimated the said fact to the other partners before the start of the independent business and moreover he shall not use the name of the Swarnmahal Infraprojects LLP to carry on the said business.

- 18. Swarnmahal Infraprojects LLP shall have perpetual succession that is death, retirement or insolvency of any partner shall not dissolve the Swarnmahal Infraprojects LLP and this LLP shall pursue to continue.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

[Signature]
Ramesh Kr. Agrawal
NOTARY
SILIGURI

- 19. 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 after settlement of all his liabilities. However, upon insolvency of a partner his or her rights, title and interest in the Swarnmahal Infraprojects 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 the Swarnmahal Infraprojects LLP in place of such deceased partner. The

- 1. Rajal Bihari
- 2. Pyler Bishari
- 3. Rinku Bishari
- 4. [Signature]
- 5. Jeta Bantik
- 6. Vijaykta Rathi

20 MAR 2020

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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 subject to any liabilities due.

20. 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 Swarnmahal Infracorjects LLP.

Duties of Partners

21. 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.

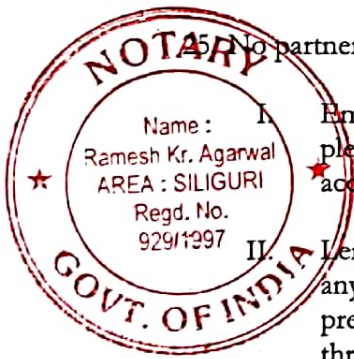
22. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.

23. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.

24. In case any of the Partners of the Swarnmahal Infracorjects LLP desires to transfer or assign his interest or shares in the Swarnmahal Infracorjects LLP he has to offer the same to the remaining partners by giving one month notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.

8/11/2019 Swarnmahal
12/1/2020 Swarnmahal

25. No partner shall without the written consent of the Beloved Developers LLP,-



I. Employ any money, goods or effects of the Swarnmahal Infracorjects LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the Swarnmahal Infracorjects LLP.

II. Lend money or give credit on behalf of the Beloved Developers 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 Swarnmahal Infracorjects LLP by the partner incurring the same.

Primal

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

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 Swarnmahal Infracorjects LLP property or any part thereof may be seized.

Ramesh Kr. Agarwal NOTARY SILIGURI

Assign, mortgage or charge his or her share in the Swarnmahal Infracorjects LLP or any asset or property thereof or make any other person a partner therein.

- 1 Rajat Bidani
- 2 Anu Bishnoi
- 3 Rinku Bishnoi
- 4 [Signature]
- 5 Jola Banik
- 6 Vijukta Rathi

20 MAR 2020

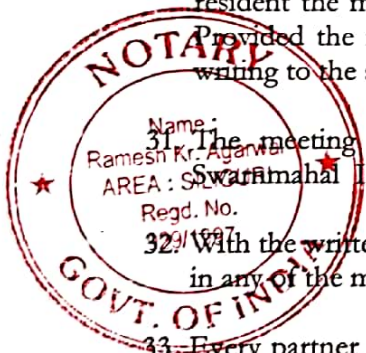
V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the Swarnmahal Infraprojects LLP except upon the written consent given by the other partner.

Banking

- 26. The Bankers of the Partnership shall be anyone of the partner as may be determined by unanimous consent of Designated Partners.
- 27. All Partnership money not required for current expenses and all cheques shall be deposited promptly into Partnership bank account or accounts and all securities for moneys shall be promptly deposited in the name of the firm with Partnership's bankers.
- 28. All cheques of the Partnership bank account shall be drawn and the bank account shall be operated in the name of the firm and under the signature of any of the Designated Partners or such other person(s) as may be decided by designated partners.

Meeting

- 29. All the matters related to the Swarnmahal Infraprojects 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 in case of tie, the voting shall be considered as per the capital contribution.
- 30. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the Swarnmahal Infraprojects LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.



31. The meeting of Partners shall ordinarily be held at the registered office of the Swarnmahal Infraprojects LLP or at any other place as per the convenience of partners.

32. With the written Consent of all the partners, a meeting of the Partners may be conducted in any of the means that is physically or through Teleconferencing or videoconferencing.

33. Every partner shall ensure that decisions 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 the Swarnmahal Infraprojects LLP.

8 of 11 Partners: Ramesh Agarwal, 12 Deepak Agarwal, 11 Hitesh

7 10 Hitesh

SOLEMNLY AFFIRMED AND DECLARED BEFORE ME ON IDENTIFICATION

[Signature]
20/3/20

Ramesh Kr. Agarwal

NOTARY
SILIGURI

- 1 Kajal Bitani
- 2 Anur Bishnoi
- 3 Ruchita Bishnoi
- 4 [Signature]
- 5 Jola Banik
- 6 Vijukta Rathi

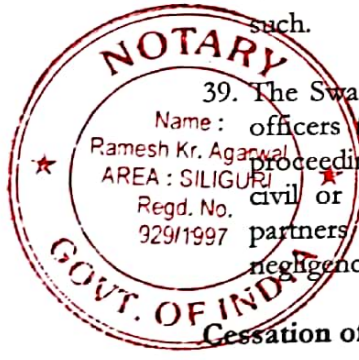
20 MAR 2020

- II. give time and attention as may be required for the fulfillment of the objectives of the Swarnmahal Infraprojects LLP business. However the designated partners shall be the working partners of the firm and shall be majorly responsible for the well functioning of the LLP. The other partners shall be assisting the designated partner as and when required.
- III. None of the partner shall be held responsible or liable for the acts of other partner and he himself shall indemnify in case of fraud, misrepresentation or mis-deed.

8 of 11th u. 2 of Swarnmahal Infraprojects
 11 MAR 2020

Duties of Designated Partner

- 35. The Authorised representative of First Party and the Second Party shall act as the Designated Partner of the Swarnmahal Infraprojects LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
- 36. 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 this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- 37. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement other than those specifically assigned to other partner.
- 38. The Swarnmahal Infraprojects 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.



39. The Swarnmahal Infraprojects 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 Swarnmahal Infraprojects LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners

- 40. Partner may cease to be partner of the Swarnmahal Infraprojects LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
- 41. 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 Swarnmahal Infraprojects LLP with fraudulent purpose.

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SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal

NOTARY The Swarnmahal Infraprojects LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

- 1 Rajat Bidhan
- 2 Pooja Bishnoi
- 3 Rinku Bishnoi
- 4 [Signature]
- 5 Jola Banik
- 6 Vijukta Rathi

20 MAR 2020

Extent of Liability of LLP

- 43. Swarnmahal Infraprojects LLP is not bound by anything done by a partner in dealing with a person if—
 - I. the partner in fact has no authority to act for the Swarnmahal Infraprojects 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 a partner of the Swarnmahal Infraprojects LLP.

Miscellaneous Provisions

- 44. The limited liability partnership shall indemnify each partner in respect of payments made and personal 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.
- 45. The books of accounts of the firm shall be kept at the registered office of the Swarnmahal Infraprojects LLP for the reference of all the partners.

46. The accounting year of the Swarnmahal Infraprojects 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 Swarnmahal Infraprojects LLP till 31st March of the Name : subsequent year.

47. It is expressly agreed that the bank account of the Swarnmahal Infraprojects LLP shall be operated by any of the partners as resolved in the meeting.

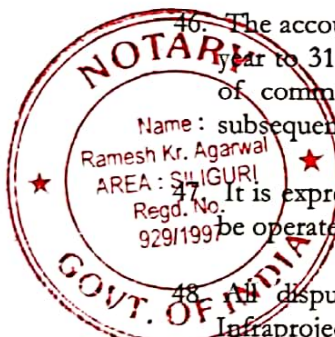
48. All disputes between the partners or between the Partner and the Swarnmahal Infraprojects LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

49. The Partners shall be liable to receive an interest of 12% p.a. on the capital contributed or loan given or credited as given by each partners or such permissible rate as prescribed under the law from time to time, whichever is higher.

50. **Termination & Dissolution** – If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its business as a solvent entity, a majority in

- 1 Rejal Bilhari
- 2 Geer Bishoy
- 3 Rukhi Bih
- 4 [Signature]
- 5 Dola Banik
- 6 Vijukta Rathi

20 MAR 2020



8 p. 1/1/2020. 9 p. 1/1/2020
12 Deepala - Agardal

10 [Signature]

7 10

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

value of the Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.

51. **Alteration or amendment** – No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

For and on behalf of
SWARNMAHAL INFRAPROJECTS LLP

Rajat Bihani

1 (Mr. Rajat Bihani)

Rajeev Bihani

2 (Mr. Rajeev Bihani)

Premlata Bihani

3 (Mrs. Premlata Bihani)

Ratan Kumar Banik

4 (Mr. Ratan Kumar Banik)

Dola Banik

5 (Mrs. Dola Banik)

Viyukta Rathi

6 (Mrs. Viyukta Rathi)

7 (Mrs. Sarda Maheswari)

Ratan Kumar Bihani

8 (Mr. Ratan Kumar Bihani)

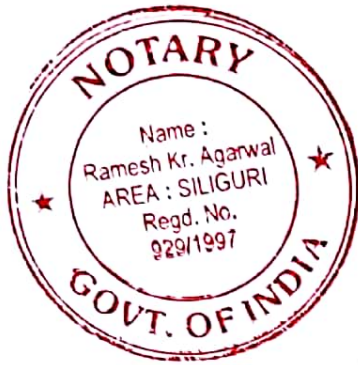


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Ansor 3-20

Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020



9) Mrinal Agarwal
(Mr. Mrinal Agarwal)

Mrinal Ag

10) (Mrs. Mamta Agarwal)

Hitesh
11) (Mr. Hitesh Rathi)

Deepak Kumar Agarwal
12) Mr. Deepak Kumar Agarwal

Witness:

a) Name: Jitenora Upadhyay

Address: Hersantu Basu Colony, Siliguri

Signature: Jitenora Upadhyay

b) Name: Easa Mitra Karmakar

Address: 'Orchid', Meghnathsarani, Hakimpara, Siliguri

Signature: Easa Mitra Karmakar

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
20.3.20

Ramesh Kr. Agarwal
NOTARY
SILIGURI

20 MAR 2020