



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL



AL 830432

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS Agreement of **LIMITED LIABILITY PARTNERSHIP** (hereinafter referred to as "LLP") made at Kolkata this 10th day of AUGUST, 2022 between ,

1. **SANJAY PURI** son of Late Shri Raj Kumar Puri , by faith Hindu, having its address at P-266, Block-B, Lake Town, Lake View Apartment, Flat - 3B, 24 PGS North, Kolkata-700089 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
2. **AAYUSH TEKRIWAL**, son of Shri Dwarika Prasad Tekriwal , by faith Hindu , having its address 227 Lake town , Block-B, North 24 PGS North, Kolkata- 700089 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**.

(The First and Second Party shall be individually referred to as a Partner and collectively referred to as the "**Partners**").

REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M's Court
Kolkata - 700 001

10 AUG 2022

10 AUG 2022

394

1001

No. Value

Date

Sold to

Address

Vendu: *(Signature)*

03 AUG 2022

Sanjay Puri

B-266, Brown-B

Lane Puri

(Signature)

Sealdah Civil Court
Sharmistha Chatterjee Mukherjee

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AF 540854

RECITALS

- The First and the Second Parties have decided to incorporate a Limited Liability Partnership by the name and style of **SALASARSHYAM REALTECH LLP** ("LLP") for the purpose specified herein below.
- AND now it is deemed necessary and desirable that an Agreement, setting out in detail the rights, powers, duties, liabilities and the obligations of the Partners, be reduced in to writing and executed on the terms and conditions mentioned hereunder.
- Accordingly, the Partners have executed this Agreement intending to be legally bound

DEFINITIONS

In this Agreement, including the Recitals, unless the context otherwise requires, the following words shall have the meanings ascribed to them below: -

- "**Accounting Year**" shall mean the year ending on 31st of March every year;

REKHA TEWARI
NOTARY
Regn. No. - 10288/13
C.M.M's Court
Kolkata - 700 001

Aswini Tekwari

10 AUG 2022

10 AUG 2022

3 AUG 2022

No. 395 Value 501
Date.....
Sold to.....
Address.....
Vendor.....

Sanjay Suri
H-266, Group-B,
Lane Park,

Sealdah Civil Court
Sharmista Chatterjee Mukherjee

U@89

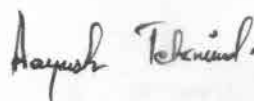
"Act"
"Agree"
deferrin
and

- III. "Act" or "LLP Act" means the Limited Liability Partnership Act, 2008;
- III. "Agreement" means this Agreement or any supplement hereof determining the mutual rights and duties of the Partners and their rights and duties in relation to the LLP;
- IV. "Change" means a change in the constitution of the body of Partners or Designated Partners;
- V. "Designated Partner" shall mean and include any Partner or nominee of a Partner designated as such under Section 7 of the Act;
- VI. "LLP" means the limited liability partnership known as "**SALASARSHYAM REALTECH LLP**" formed pursuant to this Agreement or such other name as may be amended from time to time;
- VII. "Partner" means each party to this Agreement shall be a Partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a Partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the "Partners"). The names and addresses of the initial Partners are set forth Appendix I hereto.

Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

- 1. Business:** That the Object or the business of the LLP shall be as set out in Appendix - II attached herewith.
- 2. Name:** That the LLP shall carry on the business in the name and style of **SALASARSHYAM REALTECH LLP**. The name of the LLP may be modified or changed at any time during the subsistence of the LLP with the consent of majority of the Partners and approval of the regulatory authorities as may be applicable.
- 3. Place:** The registered office of the LLP shall be at **Natural City, Block-J, Flat-6B, 43 Shyam Nagar Road, Kolkata- 700055** and the same can be changed at such other place, with the consent of majority of the Partners.



REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.N.'s Court
Kolkata - 700 003

10 AUG 2022

10 AUG 2022



4. **Term of LLP:** That the partnership shall be deemed to have commenced with effect from the date of incorporation of LLP being the date of this agreement. It shall continue until dissolved and liquidated in accordance with the provisions of this Agreement.



5. **Designated Partners:**

The following shall be the Designated Partners of the LLP:

Sl no	Name of the Designated partner	DPIN/ CIN
1	SANJAY PURI	DPIN- 03149609
2	AAYUSH TEKRIWAL	DPIN- 08754309

All the aforesaid partners have given their consent to act as the Designated Partner of the LLP.

Appointment/removal of Designated Partner-Designated Partner will be appointed and/or removed with the consent of majority of the Partners.

Acts to be performed by the Designated Partner-The Designated Partners shall be responsible for all acts as may be specified in the section 8(a) of the LLP Act. The Designated Partners shall have all the rights of management of LLP and shall manage operations of LLP so as to promote objects of LLP as stated herein and to increase the overall return on capital of the Partners. However, none of the Designated Partners shall jointly or severally take any of the actions which would require consent of all the partners as mentioned here in this Agreement.

6. **LLP Capital, Partners' Contribution:**

- a) Capital required for the LLP business herein shall be contributed by the Partners in such proportions and at such time or times as may be mutually agreed by and between them from time to time having regard to the needs and circumstances of the business of the LLP.

The initial capital of the LLP shall be INR 100,000/- (Rupees One lac only) which shall be taken as contribution from Partners in the following ratio:

Sl no	Name of the Partner	Contribution (INR)
1	SANJAY PURI	50,000
2	AAYUSH TEKRIWAL	50,000
Total		100,000

REKHA TEWARI
NOTARY
Regn. No. - 10288/13
C.M.M's Court
Kolkata - 700 001

10 AUG 2022

10 AUG 2022

The partners may be entitled to interest on their investment in the LLP (by way of capital contributions) as per the rate referred to in section 40(b)(iv) of the Income Tax Act, 1961, or at any lower rate as mutually agreed between the partners. The interest payable shall be credited to the partner's capital/Current account.



- b) The Partners may bring in the additional funds ("Additional Funds Brought In") in any of the following manners:
- Additional capital contribution, or
 - Loans or advances to the LLP at such rate of interest as agreed by the majority of the Partners .

The further Contribution if any required by the LLP shall be brought in by all the partners in proportion to their initial contribution or in such other way as may be decided by the majority of the Partners. The partners will be entitled to interest on their investment in the LLP in the form of loan/advances at such rate of interest as agreed by the majority of the Partners.

7. Profit Sharing:

The Net Profit/ Net Loss of the LLP shall be shared between the Partners in the ratio as mentioned herein below:

Sl no	Name of the Partner	Profit/loss Sharing Ratio
1	SANJAY PURI	50%
2	AAYUSH TEKRIWAL	50%
Total		100%

The Net Profit/Net Loss shall mean gross profit/gross loss of each Accounting Year less taxes and the expenses of the management of the business including but not limited to outgoings in respect of the remuneration to Designated Partners, salaries and wages of the staff, interest on loan, commission paid to others, provision of depreciation and all other actual / accrued expenses incurred in connection with the business of the LLP.

The above ratio of profit and/or Loss may be changed/alterd as may be decided by the majority of the partners irrespective of the amount or proportion of capital contribution by the partners.

REKHA TEWARI
NOTARY
Regn. No.-10288/13
Civil's Court
Kolkata - 700 001

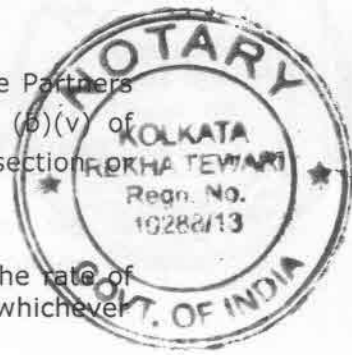
Aayush Tekriwal

10 AUG 2022
10 AUG 2022

8. REMUNERATION :

The remuneration of the Partners shall be determined by all the Partners from time to time subject to the amount permissible u/s. 40 (b)(v) of Income Tax Act as mentioned hereunder or any other sections amendments or Act as may be applicable time to time

- a) On the first Rs.300,000/- of book profits or in case of loss = Rs. 150,000/- or at the rate of 90% of Book Profits ,whichever is more
- b) On the balance of book profit = @ 60% of Book Profits



9. Admission of a new Partner:

A new Partner(s) may be introduced with the consent of the majority of the partners on such terms and conditions as the partners agree with the person to be introduced as a Partner, in the LLP. The position, rights, powers, duties and liabilities of the new Partner(s) would be such as what is agreed upon between the existing partners and the new Partner(s).

The Contribution of the incoming partner may be tangible, intangible, Moveable or immovable property as may be decided by the majority of the partners.

10. Resignation of a Partner:

A Partner may retire with the consent of the other Partners or by giving 1 (one) month advance notice in writing to the other Partners of his intention to retire. A shorter notice may be given if the majority of partners collectively so decide.

Notwithstanding the retirement of a Partner from the LLP, retiring and the remaining Partners shall continue to be liable as Partners to third parties for any act done by any of them before such retirement.

11. Expulsion of a Partner and termination of his partnership:

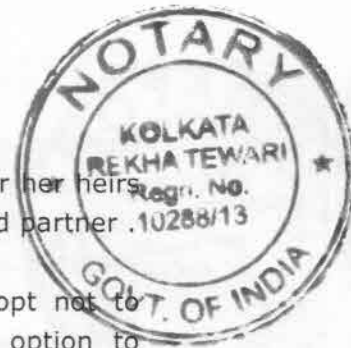
If any Partner in violation of the terms of this Agreement, assigns, or encumbers his share in the LLP or becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the LLP business or is unable to invest in the business of the LLP as per this agreement or commits breach of any of the provisions of this Agreement or commits any criminal offence or does or suffer from any act which would be a ground for the dissolution of the Partnership by the Court/Tribunal and in any such case it shall be lawful to expel or terminate such Partner if all the other partners so decide.

REKHA TEWARI
NOTARY
Regn. No. 10288/13
C.M.M's Court
Kolkata - 700 001

Rekha Tewari

10 AUG 2022

10 AUG 2022



12. Death or voluntary retirement of Partner:

- a) Upon the death of any of the partners herein, any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner.
- b) On the death/insolvency of any partner, if his or her heirs opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased/insolvent partner in the LLP.
- c) If any Partner shall die or have voluntarily retired or in a case wherein the legal heir is not admitted as partner as stated in (a)/(b) above, a statement of account shall be made out of his share of the Capital and all unpaid interest and profits due to him up to the time of his demise or retirement and be paid at a time that may be decided by the Designated Partners, subject to required adjustments of Interest on Loan taken by the LLP and of his or her Capital account and income account considering the transfers made till the date of death or retirement, as the case may be.

13. Dissolution of LLP:

The LLP shall be dissolved only with the consent of all the Partners. In case of dissolution, the business shall be wound up and the assets and liabilities will be dealt with, in accordance with the provisions of the Act as may be in force at the relevant time.

14. Dispute Resolution:

That in case of any dispute among the Partners, as to the construction, meaning, interpretation of any of the above clauses or any other matter connected with the business of the LLP or any other incidental or ancillary matters, the same if cannot be settled amicably between the Partners, shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996.

15. The liability of a Partner or Designated Partner:

The liability of the Partners except otherwise herein mentioned shall be limited to the extent of respective capital contribution.

16. Rights of the Partners:

All the Partners hereto shall have the rights, title and interest in all the assets and properties of the said LLP in the proportion of their contribution to the capital.

Every Partner has a right to have access to and to inspect and copy any books of the LLP.

REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M's Court
Kolkata - 700 001

Aayush Tekriwal

10 AUG 2022

10 AUG 2022

All the Partners hereto shall be entitled to carry on their own, separate and independent business not related to the business of the LLP as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto provided that the said Partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP or any other name which in any way resembles to the said name to carry on the said business.



17. Duties/ Obligations of Partners:

Each Partner shall:

- a) Be just and faithful to the Partners in the transactions pertaining to LLP;
- b) Diligently and sincerely attend to the business of the LLP and devote his/her full time and attention thereto;
- c) Render true accounts and give full information and truthful explanations of all matters relating to the affairs of the LLP, to all the Partners at all times;
- d) Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;
- e) No Designated Partner or Partner shall engage himself in the name of the LLP directly or indirectly in speculation of any kind and in no case the LLP will be responsible to any person whatsoever for any losses suffered or liabilities incurred in any such speculative transaction
- f) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the LLP.
- g) 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.
- h) 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.

18. LLP not to be bound by certain acts:

The LLP is not bound by anything done by a Partner or Designated Partner in dealing with a person if:

- a) The Partner or Designated Partner, in fact, has no authority to act for the LLP in doing a particular act and
- b) The person knows that he has no authority or does not know or believe him to be a Partner or Designated Partner of the LLP.

REKHA TEWARI
NOTARY
Regn. No. 10288/13
C.M.M.'s Court
Kolkata - 700 001

Annual Technical

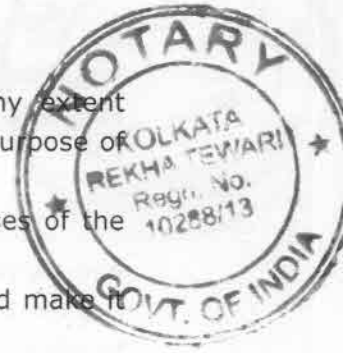
10 AUG 2022

10 AUG 2022

19. Restriction on Authority:

No Partner or Designated Partner shall:

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



Without the written consent given by the majority of the partners, no Partner shall:

- (i) Transfer, assign or otherwise encumber its share in the assets or profits of the LLP;
- (ii) Do any act that may conflict its interest with the interest of the LLP or any of its other Partners;
- (iii) Advance or Lend any money or deliver upon credit any of the goods or properties of the LLP to any person or persons;
- (iv) Give any unauthorized security or promise the payment of money on account or on behalf of the LLP;
- (v) Encumber or otherwise charge or pledge the properties of the LLP;
- (vi) Draw or accept or endorse any bill of exchange or promissory note on LLP's account;
- (vii) Draw and sign any cheque on behalf of the LLP;
- (viii) Remit the whole or part of any debt due to the LLP;
- (ix) Lease, sub-lease, sell, pledge or do other disposition of any of the LLP's property;
- (x) Commit to buy or buy any immovable property or other Properties for the LLP;
- (xi) Submit a dispute relating to the LLP's business to arbitration;
- (xii) Open a banking account on behalf of the LLP;
- (xiii) Commit to compromise or relinquish any claim in whole or in part of the LLP;
- (xiv) Withdraw a suit filed on behalf of the LLP;
- (xv) Admit any liability in a suit or proceeding against the LLP;
- (xvi) Remove the Auditors and Appoint New Auditors.
- (xvii) Withdraw any amount from the LLP before the Total outstanding loan including interest thereon invested by the partners is refunded/settled/squared off.

A handwritten signature, possibly of a partner, written in black ink and crossed out with a diagonal line.

Rekha Tewari

REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M.'s Court
Kolkata - 700 001

10 AUG 2022

10 AUG 2022

20. **Assets of the LLP:**

That all the tangible and intangible assets of the LLP including but not limited to the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. shall be used by the Partners and Designated Partner exclusively for the business of the LLP.

- a) Irrespective of the percentage of Contribution by the Partners to the LLP, including the ratio of Additional Funds brought in by the Partner, all and any resolution or decision of the LLP except otherwise provided herein, shall be valid and given effect to, only if it is approved by the majority of the partners.
- b) **Transfer of LLP Interest** - No Partner will be entitled to transfer, assign or charge his/her interest or share in the LLP to a third party without a prior written approval of the majority of the partners.

It is further clarified that, on the transfer of a Partner's interest in the LLP, section 42(2) and (3) of the Act shall become applicable to the transferor Partner and the transferee, respectively.

21. **Representation:**

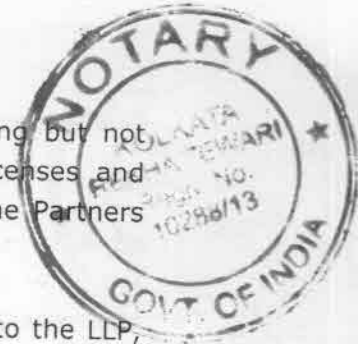
That the Designated Partners shall be entitled and empowered to sign the agreements, contracts, application or any other document for and on behalf of the LLP which is required to be executed or entered into for the purpose of carrying on the business of the LLP. All the acts, action and deeds of each Designated Partner done in the ordinary course of business shall be deemed to have been done for and on behalf of the LLP.

The Designated Partners are also entitled to authorize, through a duly executed power of attorney, any other person to do all such acts, actions and deeds which the Partners themselves are authorized to do under this clause.

22. **Books of accounts:**

That the Accounting Year of the LLP shall be from 1st April of a calendar year to 31st March of next calendar year. The first accounting year shall be from the date of incorporation of this LLP till such date as may be decided by Partners, but the same shall be within 18 months from the date of incorporation of LLP.

The Designated Partners shall maintain or cause to be maintained the books of accounts, record, vouchers and all other records of the LLP as required to be maintained under the Act or otherwise, and the same shall always be kept at the registered office or at such place as may be decided by the Partners of the LLP and will be open for inspection by any of the



REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M.'s Court
Kolkata - 700 001

Aayush Teknoid.

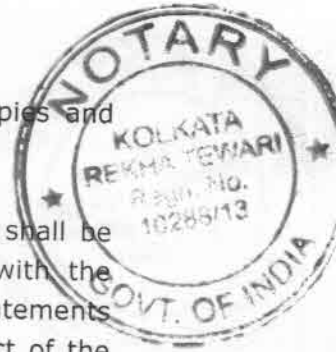
10 AUG 2022

10

10 AUG 2022

Partners hereto at all reasonable times, with power to take copies and extracts thereof.

An account of the business carried out in each Accounting Year shall be prepared at the end of each Accounting Year in accordance with the provisions contained in this Act in this behalf. The financial statements shall be final, conclusive and binding upon the Partners in respect of the profits or losses as the case may be and assets and liabilities therein shown, where same have been audited and certified as true and correct by the auditor appointed by the Partners and where the same are not audited, upon all the Partners signing the same.



23. Business transactions of Partner with LLP:

A Partner may lend money to and transact other business with the LLP, and in that circumstance, the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

24. Bank Account and Operation:

The Designated Partners shall decide the bankers of the LLP and it is expressly agreed that all bank accounts shall be operated by the Designated Partners or by any of the Partners / such person as authorized by the Designated Partners for such operations.

25. Seal:

The Partners or Designated Partners may adopt a seal of the LLP in such form as the Partners or Designated Partners may decide. The seal shall be affixed in presence of at least one Designated Partners on all such documents, where it is necessary.

26. Confidentiality:

Disclosure of a Partner's confidential Information to any of the officers, employees, consultants or third party shall be made only if and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to the maximum extent possible, consistent with such rights and responsibilities, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential Information except as expressly permitted by this Agreement.

Each Partner shall use at least the same standard of care, but no less than a reasonable standard of care for this industry, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly

REKHA TEWARI
NOTARY

Regn. No.-10286/13
C.M.J.'s Court
Kolkata - 700 007

Rekha Tewari

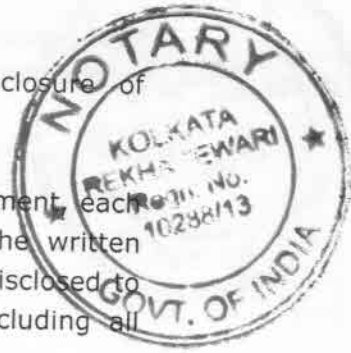
10 AUG 2022

10 AUG 2022

notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

Within 60 days following termination or expiration of this Agreement, each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of documents.

Any employee who shall have access to confidential information of another Partner are bound by agreements to maintain such information in confidence and not to use such information except as expressly permitted herein. Each Partner agrees to enforce confidentiality obligations by which its employees and consultants are bound.



27. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India.

28. Notices:

All notices, requests and other communications to any Partner hereunder shall be in writing (including facsimile or similar writing) and shall be given to such Partner at his address or facsimile number as the Partner may hereafter specify by notice to the Designated Partner for such purpose. Each such notice, request or communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified pursuant to this Clause and the appropriate confirmation is received, (ii) if given by mail, five days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by international overnight courier, 48 hours after such communication is received by such courier or (iv) if given by any other means, when delivered at the address specified pursuant to this Clause.

29. Indemnification:

- a) The LLP shall indemnify each Partner and/or Designated Partner in respect of payments made and personal liabilities incurred by him. -
- (i) in the ordinary and proper conduct of the business of the LLP; or
 - (ii) in or about anything necessarily done for the preservation of the business or property of the LLP.
 - (iii) 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

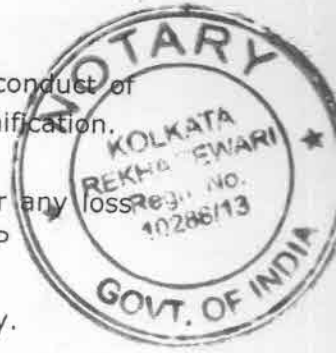
Rekha Tewari

REKHA TEWARI
NOTARY
REG. NO. - 10288/13
C.M.J.'s Court
Kolkata - 700 001

10 AUG 2022

10 AUG 2022

of the LLP, except for the gross negligence or willful misconduct of the Partner or Designated Partner or officer seeking indemnification.



- b) Every Partner or Designated Partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of the business of the LLP

30. Copies of the deed: That this deed is executed in only One Copy.

31. Meetings:

- a) The meeting of the Designated Partners/Partners may be called by sending 7 (seven) days prior notice to all the Designated Partners/Partners at their residential/office address or by mail at the Email ids provided by the individual Partners in writing to the LLP. Provided the meeting may be called at a shorter notice if the Designated Partners agree to the same either before or after the meeting.
- b) The meeting of the Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of Designated Partners.
- c) With the written Consent of the Designated Partners, a meeting of the Partners may be conducted through Teleconferencing / Videoconferencing.
- d) The Designated Partners shall ensure that all the decisions taken by them are recorded in writing within Thirty (30) days of taking such decisions and are kept and maintained at the registered office of the LLP.

32. Contracting on behalf of the LLP - All contracts on behalf of the LLP shall be carried out only by the joint approval of the Designated Partners.

33. Non-Exclusivity -This agreement shall be non-exclusive and the Partners are free to engage in similar businesses of the LLP or enter into agreements with other entities dealing with similar businesses.

34. Alteration or Amendment -No alteration or amendment to this Agreement shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by the majority of the partners of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

35. All matters not expressed or provided in this Agreement shall subject to the Clauses above , be decided by the majority of the partners.

Aswini Tewari

REKHA SWARI
NOTARY
No-10288/13
C.M.M's Court
Kolkata - 700 001

10 AUG 2022

13


10 AUG 2022


WITNESS WHEREOF, the Partners have put their respective hands the day month and year first hereinabove written.


SIGNED SEALED AND DELIVERED in the presence of:

Witness to both parties:-

1.


G AURAV AGARWAL
S/O Gopal Agarwal
41A A/J Bose Road
Kolkata -17


SANJAY PURI
(THE PARTY OF THE FIRST PART)


AAYUSH TEKRIWAL
(THE PARTY OF THE SECOND PART)

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION


REKHA TEWARI
NOTARY

Appendix I



DETAILS OF THE PARTNERS OF << **SALASARSHYAM REALTECH LLP** >>

Sl no	Name of the Partner	Address	CIN / DPIN
1	SANJAY PURI	P-266, Block-B, Lake Town, Lake View Apartment, Flat - 3B, 24 PGS North, Kolkata-700089	DPIN- 03149609
2	AAYUSH TEKRIWAL	227 Lake town , Block-B, North 24 PGS North, Kolkata- 700089	DPIN-08754309

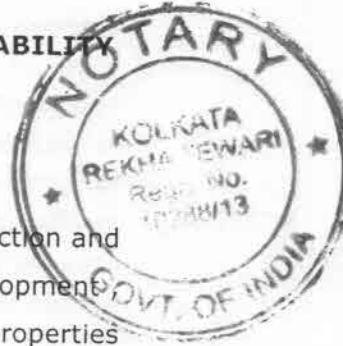
REKHA TEWARI
NOTARY
Reg. No. 10288/13
Ch. No. 700-009

10 AUG 2022

10 AUG 2022

Appendix - II

THE PROPOSED ACTIVITIES TO BE PURSUED BY THE LIMITED LIABILITY PARTNERSHIP ON ITS INCORPORATION ARE:



The main business of the LLP upon incorporation shall be:

- a) That the LLP shall carry on business of Real Estate mainly construction and deal in real estate and in particular engage in construction, development, buying, hiring, renting, leasing, dealing in land and all types of properties and to act as Agents, Contractors in respect of such Land and other property and to do all such acts and activities incidental or associated with the achievement of the main Business or any other business in any other manner as may be decided by the majority of Partners.

The business incidental or ancillary to the attainment of the main business of the LLP shall be:

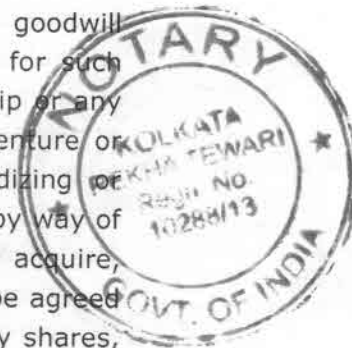
- b) To carry on in India or abroad the business of buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods on retail as well as on wholesale basis in India or elsewhere .
- c) To acquire by purchase, lease, license, mortgage, exchange, rent, hire, or otherwise, and to own, hold, exploit, use, develop, operate sell, assign, lease, transfer, convey, exchange, mortgage, create security interests in, take options over, pledge, or otherwise dispose of or rights or privileges of any kind over or in respect of any property.
- d) To grant to other persons or companies or LLPs the right, lease, sub-lease, license, sub-license or privilege to carry on any kind of business on the property of the LLP on such terms as the LLP deems expedient or proper.
- e) To apply for, register, purchase, or by any other means acquire and protect, prolong and renew, whether in India or abroad any patent, patent right, license, secret process, trade mark, design, copyright, protection or concession and to disclaim, alter, modify, use and turn to account under or grant license or privilege in respect of the same, and to expend money in experimenting upon, testing and improving any of the aforesaid rights which the LLP may acquire or propose to acquire.

REKHA TEWARI
NOTARY
Regn. No. - 10286/13
C.M.M.'s Court
Kolkata - 700 001

10 AUG 2022

10 AUG 2022

To acquire and undertake the whole or any part of the business, goodwill or assets of any person, LLP and as part of the consideration for such acquire an interest in, amalgamate with, or enter into partnership or any arrangement for sharing profits, or for co-operation, or joint venture or mutual assistance with any such person, LLP, or for subsidizing or otherwise assisting any such person, LLP, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquire, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures stock or securities so received.



- g) To improve, manage, construct, repair, develop, exchange, let on lease, otherwise mortgage, charge, sell, dispose off, turn to account, grant license, option, right or privileges in respect of, or otherwise deal with, all or any part of the property and rights of the LLP.
- h) To invest and deal/advance with the surplus moneys of the LLP in such manner as may, from time to time, is determined and to hold otherwise deal with any investments made.
- i) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of, any other companies and to co-ordinate, finance and manage the businesses and operations of any LLP in which the LLP holds any such interest.
- j) To borrow and raise money, other than public deposits, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the LLP's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the LLP of any obligation or liability it may undertake or which may become binding on it.
- k) To adopt, carry out or give effect to any pre-incorporation or post incorporation agreements, or arrangements or any modifications and amendments thereto, arrived at between the LLP's shareholders, promoters and/or any Government authority (Central, State, Municipal, Local or otherwise), LLP (whether incorporated in India or outside India), LLP or person for promotion of the LLP, provision of technical know-how to the LLP and or in respect of any matters concerning the affairs and business of the LLP.

A handwritten signature in black ink, appearing to be 'Rekha Tewari', written over a horizontal line.

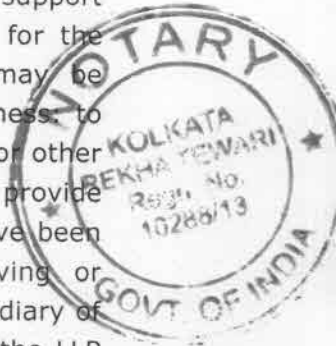
REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M's Court
Kolkata - 700 001

10 AUG 2022

A handwritten signature in black ink, appearing to be 'Anand Tewari', written in a cursive style.

10 AUG 2022

To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the LLP or its Partners or employees, or which may be connected with any town or place where the LLP carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Partners of or who are or have been employed by or who are serving or have served the LLP or its holding LLP or any LLP which is a subsidiary of the LLP or the holding LLP or of the predecessors in business of the LLP and to the wives, widows, children and other relatives and dependents of such partners or employees; and to set up, establish, support and maintain profit sharing or share of the LLP or of any such subsidiary or holding LLP and to lend money to any such Partners or employees or trustees on their behalf and to enable any such schemes to be established or maintained.



- m) To become a member of and communicate with trade, industry and business associations, chambers of commerce and other mercantile and public bodies throughout India and, in other parts of the world and to promote measures for the advancement and protection of the trade, industry and business in which the LLP may be engaged.
- n) To guarantee the performance of any contract or obligation and the payment of money of or by any person or companies and generally to give guarantees and indemnities.
- o) To enter into partnerships or any arrangements for sharing profits, amalgamation, union of interests, co-operation, joint venture, reciprocal concessions, or otherwise with any person or LLP carrying on or engages in, any business or transaction which this LLP is authorized to carry on or to amalgamate with any other LLP having objects altogether different.

A handwritten signature in black ink, appearing to be "Rekha Tewari", written over a horizontal line.

A handwritten signature in black ink, appearing to be "Mayank Tewari".

REKHA TEWARI
NOTARY
Reg. No. - 10288/13
C.M.M.s Court
Kolkata - 700 001

10 AUG 2022

10 AUG 2022