

Ratan Kumar Bagchi

NOTARY
GOVT. OF INDIA

- ★ **Professional Address :**
Room No -3, Bar Association
Siliguri Court, Ph : 0353-24305091
- ★ **Chamber Cum Residence :**
Raja Ram Mohan Roy Road (1st Lane)
Hakimpara (Beside Rajdoot Club)
Siliguri, Dist Darjeeling, WB
- ★ **Residence :**
"BAGCHI BARI"
Himachal Sarani, Haiderpara
Near Brahmakumaries
Siliguri, Dist Jalpaiguri, W.B.
Cell : 094340-87175, 090833-56198

Serial No

Date **11 AUG 2022**

Notarial Certificate

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

TO ALL WHOM THESE PRESENTS shall come I, *Sri Ratan Kumar Bagchi*, 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 Mr./Mrs./Miss *Dhruvajit Kumar* 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" is the :

AN AGREEMENT

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs or occasions 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 the office at Siliguri on this the *11th* day of *Aug* the year of Christ 20*22*



RATAN KUMAR BAGCHI

NOTARY

Siliguri, Dist. Darjeeling

The Executant/s is / are identified by me :

Dhruvajit Kumar
Advocate

11 AUG 2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 914560



M/S J.H. DEVELOPERS LLP

Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner

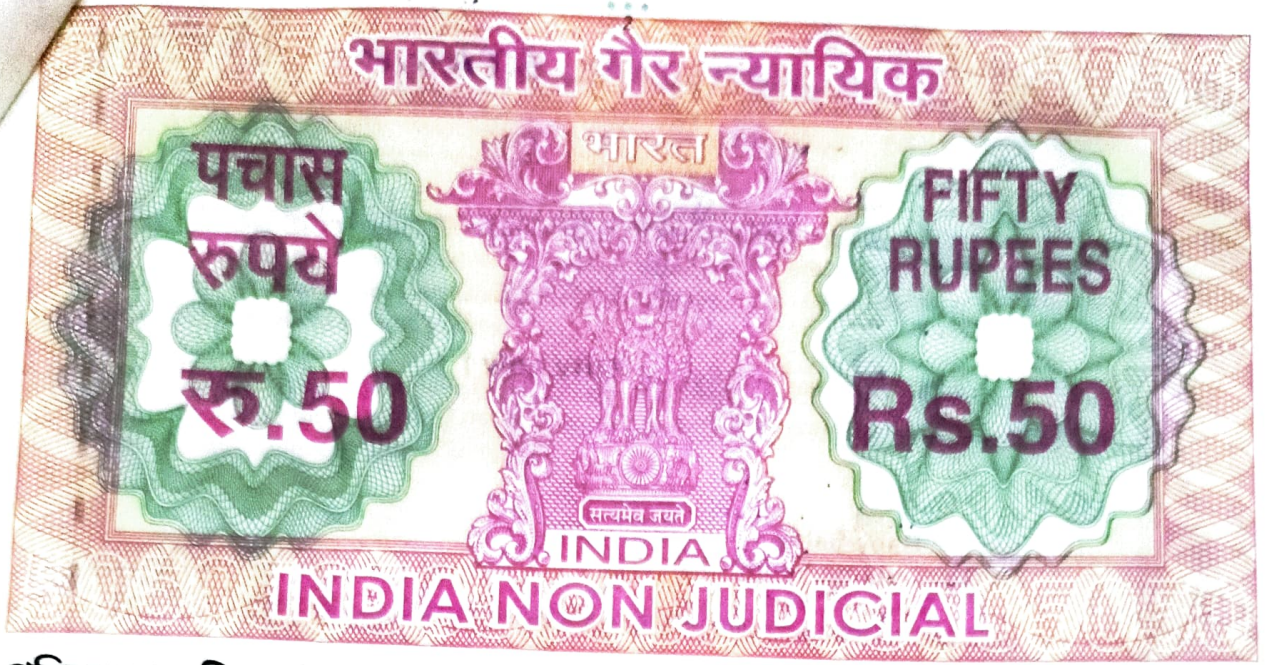
LLP AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of Limited Liability Partnership (hereinafter referred to as this Agreement) made at Siliguri on this 6th day of July, Two Thousand and Twenty Two.

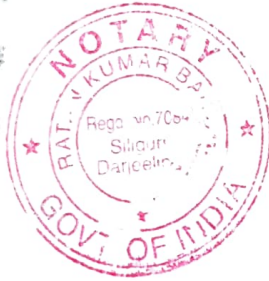
Ratan K. Bagchi
NOTARY
Govt. of India
Regd. No. 7024
Siliguri, Darjeeling

11 AUG 2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 412542



M/S J.H. DEVELOPERS LLP
Designated Partner
M/S J.H. DEVELOPERS LLP
Designated Partner
M/S J.H. DEVELOPERS LLP
Designated Partner

BETWEEN

Hemant Kumar Agarwal, son of Binod Kumar Agarwal, residing at C/o Begraj Ashok Kumar, Nayabazar, Siliguri, District- Darjeeling, West Bengal, Pin :734005, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees (**hereinafter referred as First Party**)

AND

Jagadish Prasad Agarwala, son of Narshing Dass Agarwala, residing at Green Valley Apartment, Upper Bhanu Nagar, Sevoke Road, Siliguri, District- Jalpaiguri, West Bengal Pin:734001 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees (**hereinafter referred as Second Party**).

AND

Ayush Agarwal, son of Suresh Kumar Agarwal, residing at Green Valley Apartment, Upper Bhanu Nagar, Sevoke Road, Siliguri, District- Jalpaiguri, West Bengal Pin:734001 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees (**hereinafter referred as Third Party**).

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(ALL THE ABOVE MENTIONED PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A DESIGNATED PARTNER AND COLLECTIVELY AS DESIGNATED PARTNERS)

WHEREAS the above mentioned Parties have mutually agreed to carry on business of real estate, residential and commercial building construction, development, promotion, sale, lease, or rent of residential or commercial building or any such other space as decided by designated partners from time to time.

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

Definitions :

- a) "The LLP" means J.H DEVELOPERS LLP.
- b) "The Act and the said Act" means the Limited Liability Partnership Act 2008.
- c) "Parties" means Designated Partners collectively.
- d) "Designated Partner" is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008.
- e) "Registered office" means the registered office of J.H DEVELOPERS LLP.
- f) "Contribution" means the amount brought in by the designated partners of J.H DEVELOPERS LLP
- g) "Profit Sharing Ratio" means the ratio in which the profits/loss of the LLP shall be distributed among the designated partners of the LLP.

M/S J.H. DEVELOPERS LLP
Ramesh Kumar
Designated Partner

M/S J.H. DEVELOPERS LLP
parash
Designated Partner

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

1. A Limited Liability Partnership shall be carried on in the name and style of 'J.H DEVELOPERS LLP'. [hereinafter referred to as 'the LLP'].
2. J.H DEVELOPERS LLP shall have its registered office at c/o Begraj Ashok Kumar, Nayabazar, Siliguri, District- Darjeeling, West Bengal, Pin:734005 and/or at such other place or places, as shall be agreed to by the majority of the designated partners from time to time.
3. The initial Contribution of J.H DEVELOPERS LLP shall be as follows:

First Party: Rs. 20,00,000/- (Twenty Lac only)
Second Party: Rs. 10,00,000/- (Ten Lac Only)
Third Party: Land Measuring 121 Dec as per Schedule 'A' valued at Rs. 66,00,000 (Sixty Six Lac Only)

M/S J.H. DEVELOPERS LLP
Abhishek
Designated Partner



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Road, P.O.-Siliguri
Siliguri, Darjeeling

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The further Contribution if any required by **J.H DEVELOPERS LLP** shall be brought by mutual consent or according to their proportion of profit sharing ratio.

4. All the Designated Partners are entitled to share profit and losses of LLP in the following ratio:

S. No.	Name	Profit Sharing Ratio
01	Hemant Kumar Agarwal	40%
02	Jagadish Prasad Agarwala	30%
03	Ayush Agarwal	30%
	Total	100%

APPOINTMENT OF DESIGNATED PARTNERS

5. ALL THE ABOVE MENTIONED PARTY shall act as the Designated Partners of **J.H DEVELOPERS LLP**. In terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.
6. The majority of designated partners of LLP may appoint, from time to time, any one or more members to be the Designated Partners of **J.H DEVELOPERS LLP**, such that the minimum number of Designated Partners does not, at any time, falls below two.
7. The Partners need not be compulsorily designated partners of **J.H DEVELOPERS LLP**.
8. **J.H DEVELOPERS LLP** may from time to time increase or reduce the number of Designated Partners, with the approval of majority of Designated Partners, within the limits fixed in this behalf by this Agreement and the LLP. Act, 2008.

ADMISSION OF NEW PARTNERS

9. No Person may be introduced as a new partner/designated partner without the consent of majority of the existing designated partners, Such incoming partner shall give his/her prior consent to act as partner of **J.H DEVELOPERS LLP**.
10. The contribution of the partner may be tangible, intangible, movable or immovable property and the incoming partner shall bring minimum contribution as may be decided by majority of the existing partners/designated partners.
11. The Profit sharing ratio of the incoming partner/designated partner will be in proportion as agreed between the existing designated partners and incoming designated partner or partners.

M/S J.H. DEVELOPERS LLP
 Designated Partner

M/S J.H. DEVELOPERS LLP
 Designated Partner

M/S J.H. DEVELOPERS LLP
 Designated Partner



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 Shiguri, Darjeeling

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RESIGNATION/ RETIREMENT OF DESIGNATED PARTNER

- 12. Any Designated Partner may resign from **J.H DEVELOPERS LLP** by giving a notice of not less than 30 days to the LLP.
- 13. On the expiry of the notice period or at an earlier date at the discretion of continuing Designated Partners, the resigning/ retiring designated partner shall cease to be a designated partner in the LLP.
- 14. The vacant position caused due to resignation of existing Designated Partner may or may not be filled in with the approval of majority of the Designated Partners of **J.H DEVELOPERS LLP**. In any case there must be not less than 2 designated partners at any point of time.
- 15. The accounts of the LLP shall be taken as closed on the date of resignation/ retirement/ transfer of partners' rights to other persons/ person other than existing designated partners, and the amount due from or payable to the Resigning/ Retiring Designated Partners whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/ retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Designated Partners.

M/S J.H. DEVELOPERS LLP
Rama
 Designated Partner

REMOVAL OF DESIGNATED PARTNER

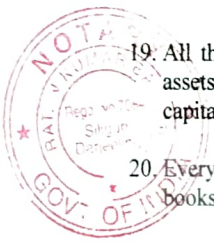
- 16. Any Designated Partner can be expelled by the other Designated partners or a majority of Designated Partners by assigning the reason for removal of Designated Partner.
- 17. A Designated Partner may be expelled by giving a notice of not less than thirty (30) days with the approval of majority of Designated Partners, after giving an opportunity to such Designated Partner, to be heard.
- 18. The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all Designated Partners of the LLP within a period of 3 months from the date of removal.

M/S J.H. DEVELOPERS LLP
prashant
 Designated Partner

RIGHTS OF DESIGNATED PARTNER

- 19. All the Designated partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their contribution to the capital.
- 20. Every Designated partner has a right to have access to and to inspect and copy any books of account / documents, etc of the LLP.
- 21. 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 designated partners and the LLP shall have no objection thereto provided that the said designated partner has intimated the said fact in advance in writing to the LLP before the start of the independent business and moreover they shall not use the name of the LLP to carry on the said business.

M/S J.H. DEVELOPERS LLP
divyanshu
 Designated Partner



Ratan K. Bagchi
 Ratan K. Bagchi
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 Regd. No.-7092
 Shriharipur, Dehra Dun

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22. The LLP shall have perpetual succession. Insolvency of any designated partner shall not dissolve the LLP.
23. On resignation of Designated Partner, the resigned partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a Designated Partner their rights, title and interest in the **J.H DEVELOPERS LLP** shall come to an end.
24. Designated partners may open one or more bank account with any Bank. The initial signatories of the Bank will be both the Designated Partners. The signatories will/may be changed as per consent of the Designated Partners. The mode of operation of Bank account will be Either/or survivor.

POWERS OF DESIGNATED PARTNERS

25. The business of **J.H DEVELOPERS LLP** shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Designated Partners of the LLP.
26. Provided that the Designated Partners shall not except with the consent of the majority of the Partners:-
- sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
 - remit or give time for the repayment of, any debt by a Designated Partner;
 - invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking as is referred to in Clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time.
 - contribute to Charitable and other funds not directly relating to the business of the LLP or the welfare of its employees any amounts, the aggregate of which will in any financial year exceed Rupees One Lakh only or five percent of its average net profits of last three years the LLP.
27. Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:
- To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
 - To purchase or otherwise acquire for the LLP any property, rights, privileges, which the LLP is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.

M/S J.H. DEVELOPERS LLP

Designated Partner

for memo

M/S J.H. DEVELOPERS LLP

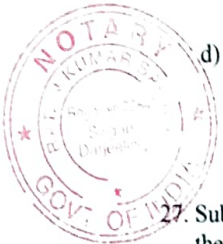
Designated Partner

for memo

M/S J.H. DEVELOPERS LLP

Designated Partner

for memo



Ratan K. Bagchi
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 Govt. of India
 Regd. No.-7624
 Shyamb, District of Delhi

- 3) To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
- 4) To secure the fulfilment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the company and its unpaid contribution for the time being or in such manner as they may think fit.
- 5) To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- 6) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP, or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
- 7) To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
- 8) To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.
- 9) To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realise such investments.
- 10) To execute in the name and on behalf of the LLP in favour of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- 11) To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
- 12) To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
- 13) To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex employees of the LLP and their wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the majority of Designated Partners shall think fit.
- 14) To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.

M/S J.H. DEVELOPERS LLP

formed
Designated Partner

M/S J.H. DEVELOPERS LLP

partner
Designated Partner

M/S J.H. DEVELOPERS LLP

designated
Designated Partner



Ratan Kr. Bagchi
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Regd. No.: 7094
Siliguri, Darjeeling

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- 15) To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think it, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.
- 16) To comply with requirements of any local law which in their opinion it shall in the interest of the LLP be necessary or expedient to comply with.
- 17) From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
- 18) From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorise the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
- 19) At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners thinks fit) be made in favour of the Members of any local board, established as aforesaid or in favour of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.
- 20) For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.
- 21) From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.
- 22) The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem lit for the purpose of providing incentive to the officers, employees and workers of the LLP.
- 23) All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn,

M/S J.H. DEVELOPERS LLP

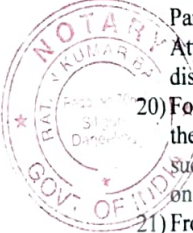
Sumit
Designated Partner

M/S J.H. DEVELOPERS LLP

Jaydeep
Designated Partner

M/S J.H. DEVELOPERS LLP

Shivam
Designated Partner



Ratan K. Batwala
Ratan K. Batwala
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 Regd. No.-7024
 Shikhar, Darbhanga

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accepted or otherwise executed as the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.

- 28. All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.
- 29. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by **J.H DEVELOPERS LLP** 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.

- 30. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

DUTIES OF DESIGNATED PARTNERS

- 31. Every Designated 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 them of the property, name or any business connection of the limited liability partnership.
- 32. Every Designated partner shall indemnify the Limited Liability Partnership and the other existing designated partner for any loss caused to it by his fraud in the conduct of the business of the Limited Liability Partnership.
- 33. Each Designated partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any designated partner or its directors.
- 34. In case any of the Designated Partner of the LLP desires to transfer or assign his interest or shares in the LLP, then it has to offer the same to the remaining designated partners by giving atleast 15 days notice. In the absence of any communication by the remaining designated partners the concerned designated partner can transfer or assign its share in the market with the prior approval of existing designated partners through resolutions.

- 35. No Designated partner shall without the written consent other designated partners/partners of **J.H DEVELOPERS LLP** shall;

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

II. Lend money or give credit on behalf of the **J.H DEVELOPERS LLP** or to have any dealings with any person, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred

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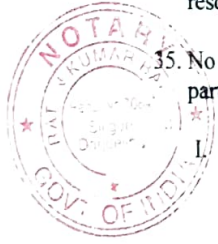
Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner



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 Sitarguri, Darul Uloom

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through any breach of provisions shall be made good with the **J.H DEVELOPERS LLP** by the designated partner incurring the same.

- III. Enter into any bond or becomes sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the **J.H DEVELOPERS LLP** property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share in "the **J.H DEVELOPERS LLP** or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to **J.H DEVELOPERS LLP** except upon the written consent given by all other designated partners.

MEETINGS:

36. All the matters related to the **J.H DEVELOPERS LLP** as mentioned in this agreement shall be decided by a resolution passed by a majority in number of the designated partners, and for this purpose, each designated partner shall have one vote.
37. The Quorum of the meeting of the **J.H DEVELOPERS LLP** shall be in presence of at least one third of the total numbers of the Designated Partners of the LLP subject to minimum of three designated partners.
38. The meeting of the Designated Partners may be called by sending 7 days prior notice to all the Designated Partners at their residential address or by mail at the Email-Id provided by the Designated Partners in written to the **J.H DEVELOPERS LLP**. In case any Designated Partner is a foreign resident, the meeting may be conducted by serving 15 days prior notice through e-mail. Provided the meeting be called at shorter notice, if majority of the designated partners agrees in writing to the same either before or after the meeting.
39. The meeting of Designated Partners shall ordinarily be held at the registered office of the **J.H DEVELOPERS LLP** or at any other place as per the convenience of the designated partners.
40. With the written consent of all the Designated Partners, a meeting of the Designated Partners may be conducted through Teleconferencing/ Videoconferencing.
41. Every Limited Liability Partnership 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 **J.H DEVELOPERS LLP**.

42. Each Designated Partner shall-

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other designated partners and the **J.H DEVELOPERS LLP**

M/S J.H. DEVELOPERS LLP

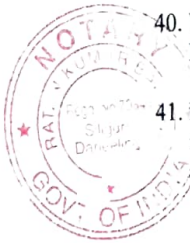
Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner



Ratan Kr. Bagchi
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assets against the same and all proceedings, costs, claims and demands in respect thereof.

- II. Each of the nominee directors of Designated Partners shall give time and attention as may be required for the fulfilment of the objectives of the **J.H DEVELOPERS LLP** business and they all shall be the working designated partners.

EXTENT OF LIABILITY OF THE LLP

43. The LLP is not bound by anything done by a Designated Partner in dealing with a person if:
- I. the Partner in fact has no authority to act for the LLP in doing a particular act; and
 - II. the person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.

REMUNERATION

44. **J.H DEVELOPERS LLP** shall pay remuneration of Rs. 50,000/- per month to each of the designated partner or such other sum as may be decided by the majority of the designated partners, for rendering his services as such.
45. For the purpose of this clause, "Book Profit" shall mean the net profit, as shown in the Profit and Loss Account for the relevant accounting year, computed in the manner laid down in the chapter IV-D of the Income-tax Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to all the Partners of the Limited Liability Partnership if such amount has been deducted in computing the net profit.
46. The remuneration payable to the working designated partner of **J.H DEVELOPERS LLP** as above shall be credited to their respective Capital account on ascertainment of the book profits at the close of every accounting year. The working Designated Partner/s shall be entitled to draw amounts time to time against the remuneration payable to them and if their total withdrawals during the year towards their remuneration exceeds the total amount found payable to them on that account, such excess shall be adjusted in their capital account at the close of the accounting year.
47. **J.H DEVELOPERS LLP** shall indemnify and defend its designated partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgement, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as designated partners and officers of **J.H DEVELOPERS LLP**, except for the gross negligence or wilful misconduct of the designated partner or officer seeking indemnification.

MS J.H. DEVELOPERS LLP

Sumit
Designated Partner

MS J.H. DEVELOPERS LLP

pradip
Designated Partner

MS J.H. DEVELOPERS LLP

Deepak
Designated Partner



Ratan K. Bagchi
NOTARY
Govt. of India
Regd. No.-7084
Suguri, Barrackpore

11 AUG 2022

INTEREST ON CAPITAL

48. No Interest of Capital will be provided to the Designed partners on the amount standing to the credit of the account of the Designated Partners. However it could be changed from time to time. The interest to persons other than Designated partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the Designated Partners and such persons from time to time.

SEAL

49. The Designated Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Designated Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Designated Partners previously given.

TRANSFER OR ASSIGNMENT OF RIGHTS

50. In case any of the Designated Partners of J.H DEVELOPERS LLP desires to transfer or assign his interest in the LLP, he has to offer the same to the remaining Partners by giving 15 days notice.
51. In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
52. Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

BORROWING POWERS

53. J.H DEVELOPERS LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of all the Designated Partners.
54. In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.
55. **J.H DEVELOPERS LLP** shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.

M/S J.H. DEVELOPERS LLP

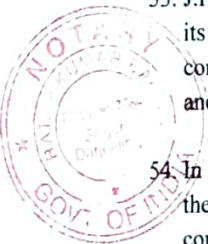
Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner

M/S J.H. DEVELOPERS LLP

Designated Partner



Ratan K. Bagchi
NOTARY
Govt. of India
Regd. No. 2024
Subd. District 1

11 AUG 2022

- 56. Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of all partners of the LLP.
- 57. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

MISCELLANEOUS PROVISIONS

- 58. J.H DEVELOPERS LLP shall indemnify each 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 Limited Liability Partnership; or
 - II. in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.

59. The books of accounts of the LLP shall be kept for the reference of all the Designated Partners at the Registered Office of the LLP or such other place as agreed by all the Designated Partners.

60. The accounting year of the 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 the LLP till 31st March of the subsequent year.

61. The final accounts of the LLP containing the Profit & Loss Account and Balance Sheet shall be made within six (6) months after the 31st March of the relevant accounting year and each Designated Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Designated Partners.

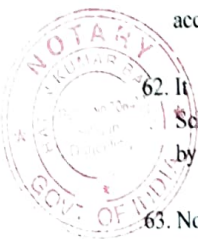
62. It is expressly agreed that the bank account of the LLP shall be opened with any Scheduled Bank / s as the Partners may mutually decide and shall be operated jointly by First Party and Second Party, or as otherwise agreed by all the Designated Partners.

63. Notwithstanding anything said or provided herein, the Designated Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Designated Partners and thereupon and the said writing shall become part of this LLP Agreement.

M/S J.H. DEVELOPERS LLP
Designated Partner
[Signature]

M/S J.H. DEVELOPERS LLP
Designated Partner
[Signature]

M/S J.H. DEVELOPERS LLP
Designated Partner
[Signature]



[Signature]
Ratan Kr. Bagchi
NOTARY
Govt. of India
Regd. No.-7084
Sikhat, Murshidabad

64. All disputes between the Designated Partners or between the Designated Partner and the 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).

WINDING UP

65. **J.H DEVELOPERS LLP** can be wound up with the consent of all the Designated Partners subject to the provisions of Limited Liability partnership Act, 2008.

SCHEDULE A

All the piece and parcel of land measuring 121 dec situated in the district of Uttar dinajpur, Thana: Raiganj, Gram Panchayat: Kamalbari-I, Mouza: Karnajora, J/L 157 Pin code: 733130 purchased through different deed as follows:

Deed No.	Plot no.	Area
5237/22 & 5453/22	L.R 799	17 Dec
5400/22	L.R 798	84 Dec
5400/22	L.R 797	20 Dec

IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written.

Signed and delivered by the

Witness:

Amar Singh
Name: *Amar Singh*
Address: *Khatpara Siligari*

Hemant Prasad
Name: *Hemant Prasad*
Address:

Hemant Prasad
Siliguri, Dajjering

M/S J.H. DEVELOPERS LLP

Hemant Kumar Agarwal
Signature
Designated Partner
Hemant Kumar Agarwal
Designated Partner,
DPIN: 02308200

M/S J.H. DEVELOPERS LLP

Jagdish Prasad Agarwal
Signature
Designated Partner
Jagdish Prasad Agarwal
Designated Partner,
DPIN: 00569283

M/S J.H. DEVELOPERS LLP

Ayush Agarwal
Signature
Designated Partner
Ayush Agarwal
Designated Partner,
DPIN: 08036768

Identified by me

Ratan Kr. Dasgupta
Advocate

Ratan Kr. Dasgupta
NOTARY
Court of Justice
Road No. 47/74
S. No. 1, D. No. 1, 1

11 AUG 2022