

Rekha Tewari
B.A., L.L.B.

Professional Address :
2&3, Bankshall Street,
Kolkata - 700 001

Advocate & Notary Public
Govt. of India

Mobile : 9748234830

Sl. No. 80 / 20 23

NOTARIAL CERTIFICATE

(Persuant to Section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS Shall come, I, Rekha Tewari duly authorised by the Central Government to practise 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 as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument 'A' is the.

Original Agreement
Executed by Vinod Agarwal
.....
.....

and others as per the same.

PRIMA FACIE the annexed instrument "A" apperas to be in the USUAL procedure to serve and avail as needs or occasions 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 me seal of office at Chandernagore on this

the 24 APR 2023 day of in the year of Christ 20



24 APR 2023

Rekha Tewari
Rekha Tewari
NOTARY PUBLIC
Regn. No.: 10288/13
Govt. of India
CMM'S Court
Kolkata - 700001

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AH 283009

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS Limited Liability Partnership Agreement (the "LLP Agreement" or "the agreement") made and entered into on **24 April 2023** at Kolkata, West Bengal, India

BETWEEN

1. **Vivek Agarwal**, son of Late Ram Agarwal, residing at 12 no. 1st Floor, Nazrul Park, Rajarhat, Gopalpur- 700 159 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. **Ketan Patel**, son of Ramesh Patel, residing at Uma Apartment, 6th Floor, Flat no. 6C, 67A/1, Khudiram Bose Sarani, Belgachia- 700 037. 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

Vivek Agarwal

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

Ketan Patel

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भारतीय गैर न्यायिक



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



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Vivek Agarwal

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REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M's Court
Kolkata - 700 00

Ketan Patel

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নং _____ তার _____

ক্রেতার নাম Kris Vm Developers LLP
ভেঃ শানোওয়াজ মণ্ডল
(SHANOWAJ MONDAL)

1. Swami Vivekananda
Kris Vm

ভেঃ _____

মোঃ- এ. ডি. এস. আর, বারইপুর
জেলা - দক্ষিণ ২৪ পরগনা

মূল্য _____

भारतीय गैर न्यायिक

पचास
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RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AH 283010



(BOTH THE FIRST AND THE SECOND PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW The First and Second Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation and

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

Name of LLP

1. A Limited Liability Partnership shall be carried on in the name and style of KRISVAM DEVELOPERS LLP (herein after referred to as "LLP").
2. KRISVAM DEVELOPERS LLP can change its name by obtaining consent of all the Partners.

Vivek Aggarwal

Rekha Tewari
REKHA TEWARI
NOTARY
Regn. No. - 0268/13
C.M.S.E's Court
Kolkata - 700 009

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24 APR 2023

নং 2270 তার 17-4-23
ক্রেতার নাম Krishnam Developers Ltd -
ভেঃ শানোওয়াজ মণ্ডল 1, Swami Vivekananda
(SHANOWAJ MONDAL) Kal-
ভেঃ
মোঃ- এ. ডি. এস. আর, বারুইপুর
জেলা - দক্ষিণ ২৪ পরগনা
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भारतीय गैर न्यायिक

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AH 283008

Registered Office

3. KRISVAM DEVELOPERS LLP shall have its registered office at Ground Floor, Flat-1A, 1, Swami Vivekananda Sarani, Jessore Road, Kolkata-700 074, West Bengal, India and / or at such other place or places, as shall be agreed to by all the partners from time to time. The consent of all partners shall be required for changing the registered office of LLP to another place.
4. KRISVAM DEVELOPERS LLP may in addition to the registered office address, declare another place, with the consent of all the partners, as its address for service of documents inter-se.
5. Considering commercial expediency, payments made by any Partner or his representative for and on behalf of the present LLP pending its formation shall be treated as payment on behalf of the present LLP and shall be recorded in the books of accounts as Floating Capital of the Partner.

Vinay Agarwal

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NOTARY
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Kolkata - 700 00

Ketan Patel

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নং তার
ক্রেতার নাম
ভেঃ শানোওয়াজ মণ্ডল
(SHANOWAJ MONDAL)
ভেঃ
মোঃ- এ. ডি. এস. আর, বারুইপুর
জেলা - দক্ষিণ ২৪ পরগনা
মূল্য

Krishom Developers LLP
1. Swami Vivekananda
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৳ Any
Date

6. Any expenses made by any partner for formation of KRISVAM DEVELOPERS LLP shall be reimbursed to them and such expenses shall be recorded as Preliminary Expenses in the books of accounts.

Initial Contribution

7. The Initial Contribution of KRISVAM DEVELOPERS LLP shall be Rs. 1,00,000/- (Rupees One Lac only) which shall be contributed by the partners in the following proportions.

First Party - Rs 50,000/- (Rupees Fifty Thousand only)

Second Party - Rs 50,000/- (Rupees Fifty Thousand only)

The further Contribution if any required by KRISVAM DEVELOPERS LLP shall be brought by the partners in such proportion as they mutually decide from time to time. The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of all the partners.

8. The contribution of the partner may be tangible, intangible, moveable or immovable property or in the form of contract of service etc.

Common Seal

9. KRISVAM DEVELOPERS LLP shall have a common seal to be affixed on documents as defined by partners.

Sharing of Profit / Loss

10. The Partners of the said LLP are entitled to share profit/ loss in the following ratio:

First Party : 50%

Second Party : 50%

11. Interest to partners will be payable @ 12% p.a. on the Contribution amount as well as on floating capital balance of respective Partners.

Nature of business

12. The business of KRISVAM DEVELOPERS LLP shall be of construction, promotion, building, contracting, dealing in and manufacturing prefabricated and pre cast houses, buildings and erections and

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materials, tools, implements, machinery and metal ware in connection therewith or incidental thereto, development and erection of housing / commercial project consisting of multiple building(s) thereof and various unit(s), flat(s), space(s), apartment(s) of different categories and also all types of civil works for residential and or commercial and or infrastructure projects or complexes or buildings and on mutual decision(s) the other trades and affairs within the territory of India and if warrants and mutually decided, at abroad also.

Bank

13. The bankers of KRISVAM DEVELOPERS LLP shall be such bank(s) as the partners may from time to time unanimously agree upon as per requirement envisaged from time to time. The bank accounts whether current account and / or savings account in such bank(s) as may be decided by the Partners amongst themselves shall be operated by any or all of the Partners or any person as may be appointed to sign as Authorized Signatory (ies). Such Authorized Signatory (ies) may be changed with mutual consent of all the partners and intimation to that effect for the same shall be given to the bank by KRISVAM DEVELOPERS LLP in writing for necessary changes in operating instructions at their end.

Partners at the time of incorporation

14. **Vivek Agarwal and Ketan Patel** shall be the partners of KRISVAM DEVELOPERS LLP at the time of its incorporation.

Designated Partners at the time of incorporation

15. The details of Designated Partners, a post created by fiction of law, No. 10288/13 at the time of incorporation are as follows :

Sl. No.	Name of the designated partner	DPIN
1	VIVEK AGARWAL	03583576
2	KETAN PATEL	03554268

16. The Designated partners shall be responsible for doing all such acts, matters and things as are required to be done by KRISVAM DEVELOPERS LLP in respect of compliance with the provisions of the LLP Act including filing of any document, return, statement and like report pursuant to the provisions of the LLP Act or as specified in this LLP Agreement.

Vivek Agarwal

Ketan Patel

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17. Salary, bonus, commission or remuneration, by whatever name called (hereinafter referred to as "remuneration") or interest shall be payable to the Partners of KRISVAM DEVELOPERS LLP. Profit before tax shall be calculated after deducting such partner's remuneration which is eligible for deduction under the relevant provisions of the Income Tax Act, 1961 and rules made there under.

18. The management of KRISVAM DEVELOPERS LLP including sales and purchase of materials / goods, planning and co-ordination of marketing / operational / sales related activities of the business will be looked after jointly by all the Partners or by such partners as may be agreed mutually.

19. In addition to their specific roles and responsibilities under this agreement, the designated partners shall be responsible for carrying out the provision(s) and purpose(s) of this Agreement.

20. KRISVAM DEVELOPERS 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 KRISVAM DEVELOPERS LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Admission of Partner / Designated Partner

21. 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 in writing to act as Partner of KRISVAM DEVELOPERS LLP.

22. The Contribution of the partner may be tangible, intangible, movable or immovable property and the incoming partner shall bring minimum contribution of such amount as may be mutually agreed by all of the existing partners.

23. The profit sharing ratio of the incoming partner will be such as may be decided by all the existing partners of KRISVAM DEVELOPERS LLP.

24. KRISVAM DEVELOPERS LLP, shall at all given times have at least two Designated Partners, and one of whom shall be resident in India.

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Ketan Patel

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Kolkata - 700 00

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25. All the partners hereto shall have rights, title and interest in all the assets and properties of KRISVAM DEVELOPERS LLP as per their profit sharing ratio.

26. Every partner of an LLP would be, for the purpose of the business of the LLP, an agent of the LLP but not of the other partners. The Partner will do such specific acts, deeds and things, as they may think fit and proper.

27. Every partner / designated partner has a right to have access to and to inspect and copy any books of KRISVAM DEVELOPERS LLP.

28. 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 KRISVAM DEVELOPERS LLP shall have no objection thereto provided that the said partner has intimated the fact to KRISVAM DEVELOPERS LLP before the start of the independent business and moreover he shall not use the name of KRISVAM DEVELOPERS LLP to carry on the said business.

29. KRISVAM DEVELOPERS LLP shall have perpetual succession. Death, Retirement or Insolvency of any partner shall not dissolve the LLP.

30. 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 partnership as herein provided. However, upon insolvency of a partner his or her rights, title and interest in KRISVAM DEVELOPERS 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 KRISVAM DEVELOPERS LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

31. 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 KRISVAM DEVELOPERS LLP.

Duties of Partners

32. Every partner shall account to KRISVAM DEVELOPERS LLP for any benefit derived by him without the consent of KRISVAM DEVELOPERS

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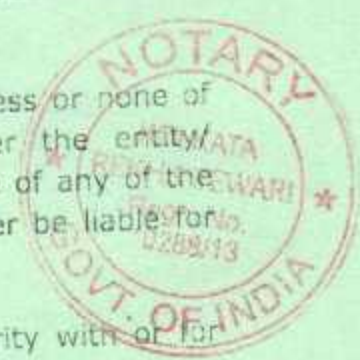
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C.M.M's Court
Kolkata - 700 00

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LLP from any transaction concerning KRISVAM DEVELOPERS LLP, or from any use by him of the property, name or any business connection of KRISVAM DEVELOPERS LLP.

33. Every partner shall indemnify KRISVAM DEVELOPERS LLP and the other existing partner(s) for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
34. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
35. In case any of the partners of KRISVAM DEVELOPERS LLP desires to transfer or assign his interest or shares in KRISVAM DEVELOPERS LLP, he has to offer the same to the remaining partners by giving 180 days notice.
36. No partner shall without the written consent of KRISVAM DEVELOPERS LLP:
 - I. employ any money, goods or effects of KRISVAM DEVELOPERS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of KRISVAM DEVELOPERS LLP;
 - II. lend money or give credit on behalf of KRISVAM DEVELOPERS LLP or 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 KRISVAM DEVELOPERS LLP by the partner incurring the same;
 - III. raise loan in the name of the new entity/ business or none of them shall do anything which may encumber the entity/ business and in violation thereof at the instance of any of the parties, the other and the new entity shall never be liable for the same;
 - IV. enter into any bond or become surety or security with or for any person or do knowingly cause or suffer to be done anything whereby KRISVAM DEVELOPERS LLP property or any part thereof may be seized;
 - V. assign, mortgage or charge his or her share in KRISVAM DEVELOPERS LLP or any asset or property thereof or make any other person a partner therein;



Usha Aggarwal

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- VI. compromise or compound or (except upon payment in full) release or discharge any debt due to KRISVAM DEVELOPERS LLP except upon the written consent given by the other partner;
- VII. subject to the provision of this agreement, the following shall be unanimously decided upon and approved by all the partners of KRISVAM DEVELOPERS LLP:
- Change in name;
 - Change in business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
 - Change in registered office;
 - Admission of New Partner;
 - Increase in capital contribution of the partners;
 - Appointment or Removal of a Designated Partner;
 - Opening of new account in the name of KRISVAM DEVELOPERS LLP;
 - Purchase of any fixed assets or incurring of capital expenditure;
 - Amendment to any provision of this agreement;
 - Removal of auditor;
 - Finalizing and signing the annual statement of accounts and statement of solvency.

Meeting

37. The meeting of the Partners may be called by sending 7 days prior notice to all the partners at such place as is convenient to all the partners by sending mail through post / courier or by sending notice through e-mail id(s) provided by the individual partners in written to KRISVAM DEVELOPERS LLP. The meeting may be called at shorter notice, if majority of the partners agree in writing to the same either before or after the meeting. Any approval of minutes at the next meeting of partners will automatically be treated as valid approval to notice calling the said meeting.

Vivek Agnani

Ketan Patel

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38. The meeting of Partners shall ordinarily be held at the registered office of KRISVAM DEVELOPERS LLP or at any other place in India as per the convenience of partners.
39. With the written consent of all the partners, a meeting of the partners may be conducted through Teleconferencing, videoconferencing or through any other telecommunication / electronic media.
40. One of the partners amongst themselves shall preside the meeting. In cases of meeting through video conferencing or any other electronic means, the place of meeting shall be mentioned as all the places where any partner is available through video conferencing system.
41. KRISVAM DEVELOPERS LLP shall ensure that all important decisions taken by it are recorded in the minutes within sixty days of taking such decisions and are kept and maintained at the registered office of KRISVAM DEVELOPERS LLP. However with the consent of all the partners, such records can be kept at any place as may be decided by the partners mutually.
42. Each partner shall:
- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and KRISVAM DEVELOPERS LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - II. Give time and attention as may be required for the fulfillment of the objectives of KRISVAM DEVELOPERS LLP business and they all shall be the working partners.

Resignation of existing Partners

43. No partner shall withdraw or resign from KRISVAM DEVELOPERS LLPs without the prior consent of the partners provided such consent is not unreasonably withheld or delayed. A Partner may tender his intent to resign as partner by giving not less than 30 days notice in writing.

Death of Partner

44. Where after any partner's death, the business is continued in the same LLP name, the continued use of that name or of the deceased partner's name as a part thereof shall not of itself make his legal representative or his estate liable for any act of the LLP done after his death.

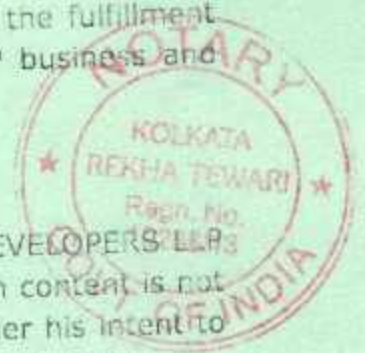
Vinay Agarwal

Ketan Patel

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Expulsion of Partner

45. No Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity / business of KRISVAM DEVELOPERS LLP with fraudulent intent and / or purpose.

Insolvency of Partner

46. If a partner becomes insolvent, KRISVAM DEVELOPERS LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such partner in LLP. The remaining partners shall have option to purchase the share of the insolvent partner.

Cessation of existing Partners

47. Any partner may cease to be partner of KRISVAM DEVELOPERS LLP by giving not less than 30 days notice in writing to the other partners to intimate them of his intention to resign as partner.
48. KRISVAM DEVELOPERS LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act, 2008.

Books of Accounts

49. The Books of Accounts of the new entity and all other papers and documents shall be kept at the place of accounts office of the entity as may be mutually decided by the partners and remain open for inspection of parties or their lawyers, agents, attorney, etc. duly authorized at all reasonable time with power to take copies thereof and to pay all costs for checking of the same. Such books shall be updated in the regular manner and not be removed from the said office without the consent of all the partners.

50. The accounting year of KRISVAM DEVELOPERS LLP shall be from the 1st day of April of the relevant financial year to the 31st day of March of the subsequent financial year. The first accounting year shall be from the date of commencement of this KRISVAM DEVELOPERS LLP till 31st March after the date of commencement LLP.

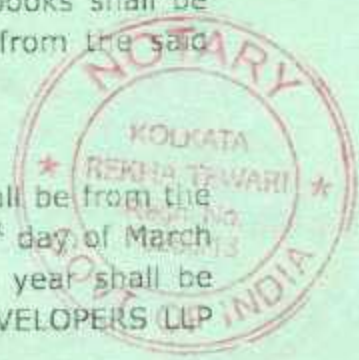
51. All transactions of LLP shall be done in the name of KRISVAM DEVELOPERS LLP and all goods shall be purchased or sold by and in the name of KRISVAM DEVELOPERS LLP. Similarly, all services shall be availed or rendered by and in the name of KRISVAM DEVELOPERS LLP. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of KRISVAM DEVELOPERS LLP. Due to commercial

Usha Agnani

Rekha Tewari

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expediency, any business transacted and payments made prior to date of formation of KRISVAM DEVELOPERS LLP on behalf of KRISVAM DEVELOPERS LLP by the partners or their representatives shall be recorded as transaction of KRISVAM DEVELOPERS LLP and shall be recorded as Floating Capital of the respective partners who have paid money or money's worth on behalf of KRISVAM DEVELOPERS LLP. Such transaction should be approved by all the partners before recording in the books of accounts.

52. Partners may bring from time to time money required for the purpose of business either in the form of Floating capital and / or Loan as may be agreed mutually either from their own or borrowed resources.

53. None of the partners shall be at liberty without the consent in writing of the other partners to raise loan in the name of KRISVAM DEVELOPERS LLP or none of them shall do anything which may encumber KRISVAM DEVELOPERS LLP or its business and in violation thereof at the instance of any of the parties the other partner and KRISVAM DEVELOPERS LLP shall never be liable for the same.

54. The amount brought in by way of loan or floating capital can be withdrawn or repaid out of the surplus funds of KRISVAM DEVELOPERS LLP from time to time as may be agreed mutually.

55. All outgoings and expenses of KRISVAM DEVELOPERS LLP and all losses or damages incurred, interest payable for any loans received and taxes etc. shall be first paid out of the profits of KRISVAM DEVELOPERS LLP and next out of partner's contribution account in the shares in which they are entitled to the net profits of KRISVAM DEVELOPERS LLP.

56. All moneys, bills, notes, cheques and other instruments received by KRISVAM DEVELOPERS LLP shall as and when received be paid and deposited in the designated bank to the credit of the account of KRISVAM DEVELOPERS LLP, except such amount of cash sum(s) as are immediately required to meet the current requirement of KRISVAM DEVELOPERS LLP. Keeping in view the nature of business as well as complexities of technology and its failure at Banks* end popularly known as link failure, sufficient cash in hand should always be maintained to ensure smooth functioning of business. The definition of sufficient shall always mean to ensure that at least one month's payment requirement may be kept as cash in hand.

57. The accounts of KRISVAM DEVELOPERS LLP as on 31st March each year shall be approved by all partners of KRISVAM DEVELOPERS LLP

Vijay Agrawal

Rekha Tewari

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within six months and shall be binding on all the partners and a copy thereof shall be distributed to each of partners.

58. KRISVAM DEVELOPERS LLP shall keep at its registered office or at such places as are agreed to by all the partners:

- I. A current list of the full name and last known business, residence or mailing address of each partner and designated partner;
- II. LLP Agreement and all amendments and modifications thereto;
- III. Statutory records prescribed under the Act;
- IV. Copies of the Income tax returns of the LLP;
- V. Copies of any financial statements and audit reports of the LLP; and
- VI. Copies of annual returns of the LLP.

59. KRISVAM DEVELOPERS LLP shall prepare and file with the registrar, a statement of account and solvency, within a period of six months from the end of each financial year and an annual return with the registrar within sixty days of closure of financial year, in the form prescribed under the LLP Act.

Extent of Liability of KRISVAM DEVELOPERS LLP

60. KRISVAM DEVELOPERS 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 KRISVAM DEVELOPERS LLP in doing a particular act;
- II. the other person knows that the person representing KRISVAM DEVELOPERS LLP has no authority or does not know him and believes him to be a partner of KRISVAM DEVELOPERS LLP;

61. The liabilities of KRISVAM DEVELOPERS LLP shall be met out of the property of KRISVAM DEVELOPERS LLP;

62. An obligation of the limited liability partnership whether arising in contract or otherwise, shall be solely the obligation of KRISVAM DEVELOPERS LLP.

View Agreed

Notary

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Appointment of Brokers, Accountants, Auditor, Lawyers, customer Service's Management Team, Management

63. **Brokers:** The partners shall upon mutual agreement appoint the broker(s) and marketing agent(s) for the project(s) to be pursued by KRISVAM DEVELOPERS LLP.
64. **Accountants:** The partners shall upon mutual agreement appoint the accountants for the project(s) to be pursued by KRISVAM DEVELOPERS LLP.
65. **Auditor:** The auditors shall be appointed with the consent of all the Partners. The partners of KRISVAM DEVELOPERS LLP may remove an auditor from office with the consent of all the partners.
66. **Lawyer:** The partners shall upon mutual agreement appoint the lawyer(s), advocate(s) or firm of lawyer(s) / advocate(s) for the project(s) to be pursued by KRISVAM DEVELOPERS LLP.
67. **Customer Services:** The partners shall upon mutual agreement appoint the customer service management team for the project(s) to be pursued by KRISVAM DEVELOPERS LLP.
68. **Management:** The partners shall upon mutual agreement appoint the project management team for the project(s) to be pursued by KRISVAM DEVELOPERS LLP.

69. Project Name:

A common project name may be used for the project of KRISVAM DEVELOPERS LLP as may be decided mutually by the Partners.

Indemnification

70. Neither partner shall indemnify the other partner(s) or KRISVAM DEVELOPERS LLP or its respective officers, directors, employees and its respective successors and assignees ("Indemnitees") for any loss, claim, damage, liability or action except to the extent resulting from his gross negligence, misconduct, or willful wrong doing.

Vishal Agrawal

Rekha Tewari

REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.J.'s Court
Kolkata - 700 00

24 APR 2023



71. An "Indemnitee" that intends to claim indemnification shall promptly notify the other Partner (the "Indemnitor") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitee intends to claim such indemnification and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel of its own choice.

72. The provision of Indemnity in this agreement shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is made with the consent of the Indemnitees, which consent shall not be withheld unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such action (in any case not more than six months of commencement of any such action) shall relieve such Indemnitor of any liability to the Indemnitee under this article and or agreement.

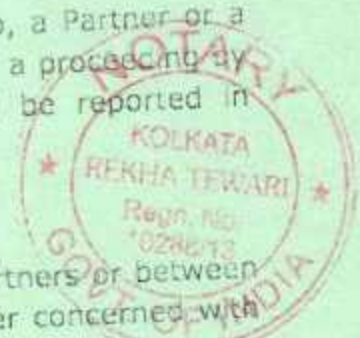
73. At the Indemnitor's request, the Indemnitee and its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by Indemnification and provide full information with respect thereto.

74. The expenses incurred by Partner(s), Designated Partner(s), officers or employees in defending a civil or criminal action suit or proceeding by or against KRISVAM DEVELOPERS LLP / its Partner(s) / Designated Partner(s) / Officers / Employees, in the ordinary course of business of KRISVAM DEVELOPERS LLP, shall be paid by KRISVAM DEVELOPERS LLP.

75. Any indemnification of, or payment of legal costs to, a Partner or a designated Partner or any employee, if arising out of a proceeding by or on behalf of KRISVAM DEVELOPERS LLP, shall be reported in writing to the Partners.

Dispute Resolution

76. In case of any dispute or differences among the partners or between partners and KRISVAM DEVELOPERS LLP whatsoever concerned with affairs of KRISVAM DEVELOPERS LLP or the interpretation of this agreement, efforts shall be made to resolve such disputes or differences through mutual dialogue. Where, such dialogue fails, the matter shall be referred to single arbitrator, if the parties agree upon one, or if the parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and subject



Uma Arora

Ketan Patel

REKHA TEWARI
NOTARY
Regd. No. - 10286/13
G.W. Dist. Court

24 APR 2023

to the provisions of Arbitration and Conciliation Act, 1996 (the Arbitration Act) and / or any statutory modification or re-enactment thereof for the time being in force. Such arbitral award(s) shall be binding on all the parties to the dispute.

Voluntary Winding up

77. KRISVAM DEVELOPERS LLP shall be liquidated pursuant to the terms and conditions contained in this Agreement and the provisions of the LLP Act upon the decision to dissolve the LLP by a written consent of the Partners.

Compulsory Winding up

78. Notwithstanding anything contained in this Agreement, KRISVAM DEVELOPERS LLP shall be deemed to be terminated in the following cases:

- I. Number of partners falls below two, and the LLP continues to carry on its business with less than two partners for a period of six months;
- II. Partner's non-economic rights (viz., right to take part in the management etc.) are transferred to third party without the approval of the existing Partners.

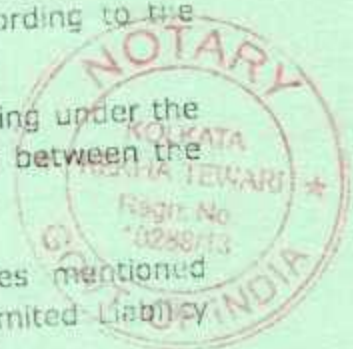
79. On winding up of the LLP under any of the above cases, the available amount for disbursement shall be distributed to each partner in accordance with their entitlement. In absence of arriving at consensus about entitlement, the disbursement will be made according to the contribution ratio of the Partners.

80. **Any other Affair:** All other matters and affairs not falling under the clauses provided herein above shall be decided by and between the parties hereof mutually.

81. Any issues not specifically mentioned in any clauses mentioned above in this agreement shall be governed as per Limited Liability Partnership Act, 2008 and rules made there under.

Uma Agast

Ketan Patel



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NOTARY
Regn. No. - 10288/13
C.I.M.'s Court
Kolkata - 700 00

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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 LLP

1. Partner's Name in full and Signature

Urvak Agarwal
(URVAK AGARWAL)

Witness 1

Name: Pooja Jain
Address: 15, Ganesh chandra Avenue K01-05

Signature P. Jain

Witness 2

Name: Ruhita Sikdar
Address: 9/12 Lal Bazar Street, Kolkata - 700004

Signature R. Sikdar

2. Partner's Name in full and Signature

Ketan Patel
(KETAN PATEL)

Witness 1

Name: Mana Mukherjee
Address: 15/21/1A/C, Sweet Land Jadamperi KOLKATA - 700075

Signature Mana

Witness 2

Name: Tapan Debnath
Address: Haboo Kolkata - North 24 Parganas

Signature Tnath



REKHA TEWARI
NOTARY
Regn. No. - 10288/13
E.M.M's Court
Kolkata - 700 00

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

Rekha Tewari
REKHA TEWARI
NOTARY

24 APR 2023