

28 AUG 2020

# NOTARIAL CERTIFICATE

TO ALL TO WHOM these presents shall come, I, **ANNADA CHARAN BARIK**, practising as a Notary in the District of **Hooghly**, of the State of **West Bengal** within the **Union of India**, do hereby declare that the "Paper writings" collectively marked "A" annexed hereto, hereinafter called the paper writings. "A" are presented before me be the executant/s.

**ANNEXURE-"A"**

## DEED OF PARTNERSHIP

NEWEST PROPERTY SOLUTIONS LL



MR. FAIZ AHMED KHAN  
MR. MR. FIDAUl HAFUe  
MR. MUDASSAR HASSAN  
DARGA ROAD,  
KOL - 700017 W

Hereinafter referred to as the "executant (S) on this day of AUG in the year Two Thousand Two thousand

The "executant (S) having admitted the execution of the paper Writings "A" in respective hand(S) in presence of the witness(es) who as such, subscribe(S) signature(S) thereon and being satisfied as to the identity of the executant(S) and the said execution, I have authenticated, verified and attested the execution the paper Writings "A" & testify that the said execution is in the respective(s) the executant(s).

**IN FAITH AND TESTIMONY WHERE OF**, I the said Notary, have hereunto subscribed my name and affixed my seal of office this 28th day of AUG 2020

*(Signature)*

**A. C. Barik**  
Notary

Govt. Of West Bengal (INDIA)  
Serampore Court, Hooghly  
Regd. No. 72/2002







पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

LIMITED LIABILITY PARTNERSHIP AGREEMENT

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

THIS AGREEMENT of Limited Liability Partnership made at Kolkata this 18<sup>th</sup> Day of August, 2020

BETWEEN

1. Mr. Faiz Ahmed Khan son of Javed Ahmed Khan, by religion Muslim, by occupation business, residing at 2, Golam Jilani Khan Road, P.O. & P.S.- Tiljala, Kolkata- 700039, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the FIRST PARTY.
2. Md Fidaul Haque son of Md Abrarul Haque, by religion Muslim, by occupation business, residing at 23, Dent Mission Road, Khiddirpore, S.O. Khiddirpore, Kolkata- 700023, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the SECOND PARTY.



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28 AUG 2020

INVENT PROPERTY SOLUTIONS LLP  
Partner



# भारतीय गैर न्यायिक



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AA 143727

3. Mr. Mudassar Hassan, son of Mohammed Mazhar Hassan, by Religion Muslim, by occupation business, residing at 36/D/M1 Topsia Road, Tiljala, Kolkata- 700039, which expression shall, unless it be repugnant to the subject or context thereof, include their successors, legal heirs, nominees and permitted assignees and hereinafter called the THIRD PARTY.

Whereas the above Parties have mutually agreed among themselves to commence a new business and desirous to form a Limited Liability Partnership and become its Partners & Designated Partners and that they intend to record the terms and conditions of the said formation.

### DEFINITIONS

- (i) THE ACT and the said Act shall mean the Limited Liability Partnership Act, 2008.
- (ii) The Rules and the said Rules shall means the Limited Liability Partnership Act, 2009.

*Signature*

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*Signature*

*Signature*

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INVENT PROPERTY SOLUTIONS LLP  
Partner

*Signature*

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- (iii) The provisions of the First Schedule of the Act will not be applicable to NVENT PROPERTY SOLUTIONS LLP so far as they are inconsistent with any of the clauses of the agreement.
- (iv) Designated Partners - Designated Partner is a Partner as defined u/s 7 of Limited Liability Partnership Act, 2008.
- (v) Partners - Partners are those who are admitted to NVENT PROPERTY SOLUTIONS LLP with the mutual consent of the Designated Partners and include Designated Partner.
- (vi) Contribution - Contribution means the amount brought in by the Partners of NVENT PROPERTY SOLUTIONS LLP in the manner stated in Clause 3 to 6 of this agreement.
- (vii) Gross Profit - Gross Profit means "Profit after Depreciation and Interest, but before tax"
- (viii) Profit Sharing Ratio- Profit Sharing Ratio means the Ratio in which the Profits of NVENT PROPERTY SOLUTIONS LLP shall be distributed among the partners of NVENT PROPERTY SOLUTIONS LLP, and is more specifically described in Clause 8 and 9 of this agreement
- (ix) Loss Sharing Ratio - Loss Sharing Ratio means the ratio in which losses of NVENT PROPERTY SOLUTIONS LLP shall be distributed among the partners of NVENT PROPERTY SOLUTIONS LLP, and is more specifically described in Clause 9 of this agreement.

ANNEXURE "A"

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 NVENT PROPERTY SOLUTIONS LLP [hereinafter referred to as NVENT PROPERTY SOLUTIONS LLP or The LLP]. NVENT PROPERTY SOLUTIONS LLP shall have its Registered Office at 289D, Darga Road, Kolkata, West Bengal-700017 and / or at such other place or places, as shall be agreed to by the Designated Partners from time to time.

All Parties hereto shall be the Partners on the incorporation of NVENT PROPERTY SOLUTIONS LLP.

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NVENT PROPERTY SOLUTIONS LLP  
*[Handwritten signature]*  
 Partner



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The First Party, i.e., Mr. Faiz Ahmed Khan, the Second Party, i.e., Md. Fidaul Haque, and the Third Party, i.e., Mr. Mudassar Ahmed shall be the Designated Partners on the incorporation of NVENT PROPERTY SOLUTIONS LLP.



2. The initial contribution to NVENT PROPERTY SOLUTIONS LLP shall be Rs. 9,00,000/- (Rupees Nine Lacs only) which shall be contributed by the Partners as under :

First Party : Rs. 3,00,000/- (Rupees Three Lakh only)

Second Party : Rs. 3,00,000/- (Rupees Three Lakh only)

Third Party : Rs. 3,00,000/- (Rupees Three Lakh only)

**CONTRIBUTION**

- 3. The Contribution of any Partner may be tangible, intangible, moveable or immovable property subject to the unanimous approval of all the Partners.
- 4. Subject to approval of all the designated Partners, NVENT PROPERTY SOLUTIONS LLP may call for bringing in additional amount of contribution from the Partners apart from the contribution stated in Clause 2 above for meeting operational needs, working capital requirement and any other business related requirements.
- 5. Such additional contribution shall be brought in upon such terms and conditions as may be mutually agreed upon and the same shall be credited as partner's current capital account.
- 6. The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of all the Designated Partners. Such withdrawal of contribution shall be followed by a suitable modification of NVENT PROPERTY SOLUTIONS LLP Agreement with the consent of all the Partners.

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*Faiz Ahmed Khan*

*Fidaul Haque*  
28 AUG 2020

*Mudassar Ahmed*

NVENT PROPERTY SOLUTIONS LLP  
*Fidaul Haque*  
Partner



**Business of NVENT PROPERTY SOLUTIONS LLP**



7. The LLP shall carry on the following business:
- (i). To carry on the business as estate agents, housing and land agents, consultants, advisors, general and commission agents, brokers and property dealers and for the purpose to advertise and assist for sale or purchase, to find out or introduce purchasers and vendors of land, buildings, flats and other properties.
  - (ii). To carry on the business as estate agents, housing and land agents, property dealers and estate managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firms and companies, government and states, as well as this company, to give, take, let and sublet and to carry out under taking, supervising, building, constructing, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties.
  - (iii). To own, create, operate and manage online shopping websites, e-commerce market places, portals, mobile applications and to create a virtual shopping platform with online catalogue and to provide a convenient shopping experience to its customers for sale or purchase, to find out or introduce purchasers and vendors of land, buildings, flats and other properties & all kinds of real estate activities.

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**PROFIT / LOSS SHARING RATIO**

8. The Partners hereto shall share profits and losses of NVENT PROPERTY SOLUTIONS LLP in the following ratio:
- (a) First Partner shall be entitled to 33.34% of the Profit/Loss, and
  - (b) Second Partner shall be entitled to 33.33% of the Profit/Loss, and
  - (c) Third Partner shall be entitled to 33.33% of the Profit/Loss.



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NVENT PROPERTY SOLUTIONS LLP  
Partner

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9. The Profit/Loss sharing ratio of the Partners may be altered subject to unanimous approval of all Partners, and alteration of NVENT PROPERTY SOLUTIONS LLP Agreement to this effect and necessary compliance with all the requirements under the Act and Rules.



#### PARTNERS

##### Admission of New Partner

10. No Person or Body corporate may be introduced as a new Partner without the consent of all the existing Partners and such incoming Partner shall give his prior consent to act as Partner of The LLP.
11. Consequent to admission of a new Partner, NVENT PROPERTY SOLUTIONS LLP Agreement shall be suitably modified with the consent of all the Partners.

##### Resignation / Retirement of Partner

12. No Partner may resign or retire or cease to be Partner of NVENT PROPERTY SOLUTIONS LLP without the unanimous approval of all the Partners.
13. If any resignation or retirement or cessation or transfer has the unanimous approval of all Partners, then and in such event the account of NVENT PROPERTY SOLUTIONS LLP shall be taken as closed on the date of resignation / retirement / cessation / transfer of Partner's right to other Person / Persons other than the existing partners, and the amount found due from or payable to the Resigning / Retiring/ ceasing / Transferring Partner, whose rights are being transferred, shall be paid within a period as is unanimously agreed upon between the Partners. The business of NVENT PROPERTY SOLUTIONS LLP with all its assets and liabilities shall be continued by the Continuing Partners.

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*[Signature]*  
28 AUG 2020

*[Signature]*

NVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner



Death of Partners

14. On the event of Death of any Partner, the other parties agree to admit within thirty (30) days, any of the legal heirs as mentioned being Son, Daughter, Wife, Father and Mother Only of the deceased Partner as a Partner on the same terms and conditions as of the Deceased Party.



Removal of Partners

15. No Partner can be expelled by other Partners or majority of Partners save and except being removed by an appropriate Court of Law that has found him / or it guilty of carrying on any activity / business of LLP for fraudulent purposes and it must be proved through proper auditors comments and remarks by a Forensic auditor.

16. As a corporate, none of the Partners or authorized signatories shall resign or be divested of authority without the unanimous approval of all Partners or till the dissolution of LLP.

Rights of Partner

17. Remuneration of the Designated Partners hereto shall be as may be mutually decided by the Partners hereto from time to time that must be authorized properly by all partners.

18. All the Partners hereto shall have the rights, title and interest in all net assets and properties in LLP in the proportion of their share of profits.

19. 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 the other Partners and LLP shall have no objection thereto provided that the said Partner shall not use the name of LLP to carry on the said business.

20. Every Partner has a right to have access to and to inspect and copy any books of account documents, etc. of LLP.

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*Signature*  
28 AUG 2020

*Signature*

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INVENT PROPERTY SOLUTIONS LLP  
*Signature*  
Partner





21. Upon insolvency of Partner his or her rights, title and interest in LLP shall come to an end.

Duties of Partners

22. Every Partner shall account to LLP for any benefit derived by him without the consent of LLP from any transaction concerning from use by him of the property, name or any business connection of LLP.

23. Every Partner shall indemnify the LLP and the other existing Partners, for any loss caused to it by his fraud and /or conduct of the business of the LLP.

24. Each Partner shall render true accounts and full information of all things affecting the LLP to any Partner or his legal representatives.

25. No Partner shall without the written consent of all the other Partner of the LLP:

- (I) Employ any money, goods or effects of LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of LLP.
- (II) Lend money or give credit on behalf of the LLP or to have any dealings with any Persons, Company or Firm whom the other Partner previously in Writing have forbidden it to trust or deal with. Any loss, that might be incurred through any breach of provisions shall be made good with the LLP by the Partner incurring the same.
- (III) Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- (IV) Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a Partner therein.

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*[Signature]*  
28 AUG 2020

*[Signature]*

INVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner



- (V) Compromise or compound or (except upon payment in full release or discharge any debt due to the LLP, except written consent given by all the other Partners.



**Extent of Liability of NVENT PROPERTY SOLUTIONS LLP**

26. NVENT PROPERTY SOLUTIONS LLP will not be bound by anything done by Partner in dealing with a person if:

(I) The partner has no authority to act for LLP in doing a particular act;

Or

(II) The person dealing with him knows that he has no authority or does not know or believe him to be a Partner of LLP.

27. One or more meetings of the Partners of LLP may be held at any such time and at any such intervals as may be deemed fit by all the Partners of the LLP.

**Notice of Meetings**

28. All the matters related to the LLP as mentioned in Schedule (I) to this Agreement shall be decided by a resolution passed by the Partners.

29. The meeting of the Partners may be called by giving 7 days prior notice to all the Partners at their address noted above or by mail or by Email provided by the individual partners in writing to LLP. In case any Partner is out of Kolkata the meeting may be conducted by serving 7 days prior notice through email. Provided that 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.

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NVENT PROPERTY SOLUTIONS LLP  
Partner



Requisition for Meetings

30. Any Partner may make a requisition for convening and holding a meeting of the Partners of LLP. Such requisition made by the Partner/s must state the object or objects of the meeting proposed to be called and must be signed by the requisitioners and be deposited at the office.
31. Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the requisition being deposited at the office to cause a meeting to be called, on a day not later than 30 (thirty) days from the date of deposit of the requisition, the partners may themselves call the meeting, but in either case any meeting so called shall be held within three month from the date of deposit of the requisition as aforesaid.



Place and Manner of holding Meetings

32. With the written Consent of the Partners, a meeting of the Partners may be conducted though Teleconferencing, or Circular Email.
33. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience and agreement of the Partners.
34. At any time, any Partner of LLP, being a body corporate, shall be deemed to be present, if it is represented by any individual, holding a valid letter of authority / power of attorney / resolution allowing such individual to represent the body corporate in the meetings of Partners of LLP.

ANNEXURE - "A"

Proxy

35. A Partner of the LLP may, by executing a Power of Attorney or a Letter of Authority, appoint any individual (Son Daughter Wife Father And Mother of Designated Partners as his proxy to represent such Partner in his absence, at the meeting of Partners of the LLP.
36. Such proxy appointed by a Partner may or may not be another Partner of the LLP, and such proxy should be deposited at the registered office



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28 AUG 2020  
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INVENT PROPERTY SOLUTIONS LLP  
*[Handwritten signature]*  
Partner



of LLP at least 24 hours before the time fixed for the meeting of Partners of the LLP.

Quorum for Meetings

37. A Partner present in person or through proxy shall be a quorum for Meeting of Partners of LLP.
38. If at the expiration of half an hour from the time appointed for holding a meeting of the LLP, a quorum shall not be present, the meeting shall stand dissolved, convened by or upon the requisition of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at same time and place or on such other day at such other time and place as all the Designated Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact, the business for which the meeting was called.



Chairman of the Meeting

39. The designated Partners unanimously may, at any time, elect any person amongst the Partners as a Chairman to chair all or any of the meetings of the partners of LLP held after his appointment as a chairman.
40. If designated Partners of LLP have not appointed any chairman or if at any meeting, such Chairman shall not be present within fifteen minute of the time appointed for holding such meeting then the partners present shall elect one of their Partners to be the chairman.
41. No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

Voting at Meeting of Partners

42. The voting for matters discussed at the meetings of Partner shall be by Show of hands, unless voting by poll is demanded by any Partner.

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*[Signature]*  
28 AUG 2020

*[Signature]*

INVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner



43. At the meeting of Partners, votes may be given either personally or by proxy. A body corporate, being a partner of the LLP may vote either by a proxy or by a representative duly authorized by a Board of Directors, Power of Attorney or a Letter of Authority, and such representative shall be entitled to the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.



44. Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, where present in person or by proxy, shall be in proportion to his / its share of profit of LLP as stated in Clause 8 hereinabove.

45. A Partner present by proxy shall be entitled to vote only on a poll but not by show of hands unless such Partner is body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.

46. The Chairman of any meeting shall be the sole judge of the validity of every Vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairman's Casting Vote

47. In the case of any equality of votes, the Chairman shall both on a show of hand and at a poll (if any) have a casting vote in addition to the vote to which he may be entitled as a Partner.

Circular Resolution

48. The Partner may pass the necessary resolution in writing by way of circulating the resolution in draft together with the necessary document on paper and / or via electronic and /or digital means, relating to the

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*[Signature]*  
28 AUG 2020

*[Signature]*

INVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner



business mentioned in Schedule I and such resolutions shall be binding on all the Partners of the LLP.



49. On a poll taken at a meeting of Partners of LLP, a Partner entitled to more than one vote, or his proxy or other person entitled to vote for him as the case may be, need not, if he votes, use all his votes or cast them in the same way all the votes he uses.

50. The Partners shall ensure that all decisions taken by them in meeting are recorded in the minutes within seven (7) days of taking such decisions and are kept and maintained at the Registered Office of the LLP.

51. Each Partner shall:

(I) Punctually pay and discharge the separate debts and engagement and Indemnify the other Partners and the LLP assets against the same and all Proceedings, costs, claims and demands in respect thereof.

(II) Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the LLP business and affairs and all transactions, matters and things relating thereto.

(III) Punctually and forthwith account for and pay in LLP all moneys, cheques and other negotiable instruments whatever received by him / or it for and on behalf of LLP and shall punctually and forthwith credit or get the same in the books of accounts of LLP.

(IV) Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of LLP business and they all shall be the working Partners.

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INVENT PROPERTY SOLUTIONS LLP  
Partner



DESIGNATED PARTNERS

Appointment of Designated Partners

52. The following persons shall act as the Designated Partners of **PROPERTY SOLUTIONS LLP** in terms of the requirement of the Limited Liability Partnership Act, 2008 and Limited Liability Partnership Act, 2009.

- (I) Mr. Faiz Ahmed Khan,
- (II) Md. Fidaul Haque, and
- (III) Mr. Mudassar Ahmed

53. The Designated Partners must be compulsorily Partners of LLP.

54. **NVENT PROPERTY SOLUTIONS LLP** may from time to time, change the Designated Partner with the approval of all Partners and in accordance with the LLP Act, 2008.

Resignation of Designated Partners

55. The Designated Partners may not resign or retire or cease to be partner of LLP without the unanimous approval of all the partners.

Power of Designated Partner

56. The business of the LLP shall be managed by the Designated Partner, who may exercise all such powers of the LLP and do all such acts and things as are, by the Agreement, required to be exercised only by the Partner of the LLP.

57. Provided that the Designated Partners shall not, except with the unanimous consent of all the Partners.

- (A). Sell, lease or otherwise dispose of the whole or substantially the Whole of the undertaking of LLP;
- (B). Remit or give time for the repayment of any debt by a Designated Partner;



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*Signature of Faiz Ahmed Khan*

*Signature of Md. Fidaul Haque*  
28 AUG 2020

*Signature of Mudassar Ahmed*

NVENT PROPERTY SOLUTIONS LLP  
*Signature of Faiz Ahmed Khan*  
Partner



(C). Invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of any compulsory acquisition of any such undertaking or premises or properties used for 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.



58. Subject to the Designated Partners, provided by the above clause, the Designated Partner shall have the following power for conducting the business of the LLP:

- (A). To pay the cost, charges and expenses preliminary and incident to the promotion, formation, establishment and registration of the LLP.
- (B). To purchase or otherwise acquire for LLP any property, right, privileges which LLP is authorized to acquire and necessary for the development of the said premises, at or for such price or consideration and generally on such term and conditions as they think fit, and in such purchases or other acquisition to accept such title as the Designated Partners may believe or may advise to be reasonably satisfactory.
- (C). To pay for any property, right, or privileges acquired or service rendered in LLP necessary for the development of the said premises either wholly or partially, in cash or bond, mortgages, or other securities.
- (D). To secure the fulfillment of any contracts or engagement entered into by LLP in such manner as they may think fit.
- (E). To appoint any person to accept and to hold in trust for LLP any property belonging to LLP, or in which it is interested, or for any other purpose, and to execute and do all such deed and things as may be required in relation to any such formal or informal trust, and to provide for the remuneration of such trustee or trustees.

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*[Signature]*  
28 AUG 2020

*[Signature]*

INVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner



(F). To institute, conduct, defend, compound, or abandon legal proceeding by or against LLP or its officer, or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against LLP, and to refer any differences to arbitration, and observe, and perform any duties towards LLP thereon.



(G). To act on behalf of LLP in all matters.

(H). To make and give receipts, releases and other discharges for money payable to LLP, and for the claim and demands of LLP.

(I). To invest deposit and deal with any moneys of 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 realize such investments.

(J). To execute in the name and on behalf of 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 for LLP such mortgages of 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.

(K). To determine from time to time who shall be entitled to sign, on LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts, and documents and necessary authority for such purpose.

(L). To distribute by way of bonus amongst the staff of the LLP a share in the profits of LLP, and to give to any officer or other person employed by LLP a commission on the profit of any business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.

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*Anand Chandra Banerjee*  
28 AUG 2020

*Anand Chandra Banerjee*

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INVENT PROPERTY SOLUTIONS LLP  
*Anand Chandra Banerjee*  
Partner





(M). To provide for the welfare of Designated Partners or employees or Ex-employees of the LLP and their wives, widows and families or connections of such persons by building or contributing towards the building of house, dwellings or chaw or grants of money for 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 or and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance.

(N). 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 claim to support or aid by LLP either by reason of locality of operation, or of public and general utility or otherwise.

(O). To appoint, and at their discretion remove or suspend such architects, engineers, contractors, consultants, agents, 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 employments or remuneration, and to require security in such instances and to such amount as they may think fit. Moreover, provide to the management from time to time the transaction and the affairs of the LLP.

(P). To comply with requirements of any local law which in their opinion, shall in the interest of the LLP be necessary or expedient to comply with.

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*Signature*

*Signature*

*Signature*

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INVENT PROPERTY SOLUTIONS LLP  
*Signature*  
Partner





- (Q). From time to time and at any time to establish any person or corporate for managing and supervising any of the affairs of LLP and their remuneration.
- (R). From time to time and at any time to delegate any person or corporate so appointed any of the powers, authorities and discretions for time being vested in the Designated Partners other than their power to make loans or borrow moneys and to authorize such person or corporate, 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 majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any person or corporate so appointed and may annul any such delegation.
- (S). At any time and from time to time by power of attorney, to appoint any person or person to be the 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 moneys) and for such period and subject to such conditions as the Partners unanimously may from time to time think fit, and any such appointment may (if the Designated Partners unanimously think fit) be made in favour of person or corporate 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 Designated Partners unanimously and any such power of Attorney may contain such power of the protection or convenience of persons dealing with such Attorneys as the Designated Partners unanimously may think fit, and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the

ANNEXURE - "A"



*[Signature]*

*[Signature]*

*[Signature]*

28 AUG 2020



powers, authorities and discretions for the time being vested in them.



- (T). For or in relation to any the matters aforesaid or otherwise for the purpose of the LLP to enter into all such negotiations and contracts and rescind any or all such contracts and execute and do all such acts, deeds, and things in the same and on behalf of LLP as they consider expedient.
- (U). From time to time make vary or repeal bye- laws for the regulation of the business of LLP, its officers and servants.
- (V). The Designated Partners may formulate, create, institute or set up such scheme, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of LLP.
- (W). All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by LLP, shall be signed, drawn, accepted or otherwise executed as the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.
- (X). All the Designated Partners may unanimously, 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 with or the execution of and substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any powers.
- (Y). The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the

ANNEXURE - "A"



*[Signature]*  
28 AUG 2020

*[Signature]*

INVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner



like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

59. The Designated Partners shall be responsible for the default arising out of this agreement.



**INTEREST ON CAPITAL**

60. No interest shall be payable to the Partner on their fixed capital contribution. However, the amount standing to the credit of Partner in current account, shall carry interest at a rate, as mutually agreed among all the Partners or such rate as may prescribed under section 40(b)(IV) of the Income Tax Act, 1961. If there is any debit balance in account of any Partner, interest at the same rate shall be payable by the Partner. The interest shall be credited/ debited – as the case may be – to the Partners' account on close of the accounting year.

**INDEMNITY**

61. The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, 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 as and officers of LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

**TRANSFER OR ASSIGNMENT OF RIGHTS**

62. No Partner of LLP is allowed to transfer or assign his /or its interest in NVENT PROPERTY SOLUTIONS LLP without the unanimous approval of all Partners.

63. No Partner of LLP is allowed to transfer or assign his /or its interest in the profit of LLP to any other person or corporate in the market verbally or in writing.

ANNEXURE - "A"



*[Signature]*

*[Signature]*  
28 AUG 2020

*[Signature]*

NVENT PROPERTY SOLUTIONS LLP  
*[Signature]*  
Partner





**BORROWING POWERS**

- 64. The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any individual /body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the unanimous approval of all the Designated Partners of the LLP.
- 65. In respect of the funds borrowed, the LLP may as a security, assign all or any part of the property of the LLP (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.

**AUDITORS**

- 66. The auditor will be appointed with the unanimous consent of all the Designated Partners of the LLP.
- 67. The auditor can be removed before the expiry of term of with the unanimous consent of all the Partners of LLP .

**Miscellaneous Provisions:**

- 68. The LLP shall indemnify each Partner in respect of payments made and Personal liabilities incurred by him:
  - I. In the ordinary and proper conduct of the business of the Limited Liability Partnership;
  - Or
  - II. In or about anything necessarily done for the preservation of the business or property of LLP.

**ANNEXURE- "A"**



*[Handwritten signature]*

28 AUG 2020

*[Handwritten signature]*

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INVENT PROPERTY SOLUTIONS LLP  
*[Handwritten signature]*  
Partner



BOOKS OF ACCOUNTS

- 69. The books of accounts of The LLP shall be maintained for Reference of all the Partners at the Registered Office of
- 70. The accounting year of the LLP shall be from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of subsequent year. The first accounting year shall be from the date of commencement of the LLP till 31<sup>st</sup> March of subsequent year.
- 71. The final accounts of LLP containing the profit & loss Account and Balance sheet shall be made within six months after the 31<sup>st</sup> March the relevant accounting year and each Partner, if he/she 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 Partners.
- 72. 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 and / or severally by the two Designated Partner, or as otherwise agreed by all the Partners.

MODIFICATION OF ALTERATION

- 73. Notwithstanding anything said or provided herein, the Partners can unanimously modify, alter, the terms and conditions of the LLP Agreement, subject to the provisions of the Limited Liability Partnership Act 2008, in any manner whatever as they may deem fit by mutual agreement and his / her rights and powers in the LLP. It shall be reduced to writing and be signed by all the Partners and thereupon and writing shall become part of this LLP Agreement.



ANNEXURE - "A"

*Signature of Partner 1*

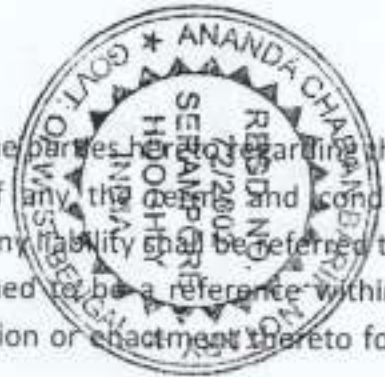
*Signature of Partner 2*

*Signature of Partner 3*



INVENT PROPERTY SOLUTIONS LLP  
*Signature of Partner*  
 Partner

**DISPUTE RESOLUTION**



74. All disputes and differences between the parties hereto regarding the construction, interpretation, scope of any the terms and conditions herein contained or determination of any liability shall be referred to the arbitrator and the same will be deemed to be a reference within the meaning of the Arbitration & Conciliation or enactment thereto for the time being in force.

(A) The arbitrator shall have summary powers and to direct any Partner to resign from the Partnership business without dissolving the said Partnership firm.

(B) The arbitrator shall have the power to direct dissolution of the Partnership firm.

(C) The arbitrator shall be entitled to give interim awards and / or directions, as the Arbitrator jointly in their absolute discretion deem fit and proper.

(D) It will not be obligatory on the part of the Arbitrator to give speaking and / or reasoned Award.

(E) It will not be obligatory on the part of the Arbitrator to follow the principals laid down under the Indian Evidence Act.

**ANNEXURE - "A"**

**WINDING UP**

75. NVENT PROPERTY SOLUTIONS LLP can be wound up with the unanimous consent of all the Partners subject to provisions of Limited Liability Partnership Act,2008.

76. NVENT PROPERTY SOLUTIONS LLP shall have perpetual succession and death, retirement or insolvency of any partner shall not dissolve NVENT PROPERTY SOLUTIONS LLP.



*Signature*  
28 AUG 2020

*Signature*

NVENT PROPERTY SOLUTIONS LLP  
*Signature*  
Partner



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

Signed and delivered by the:



Witnesses:

(a) Name: Prakash Kundu

Address: Mayra Hooghly

Signature: Prakash Kundu

Faiz Ahmed Khan  
(Partner)

(b) Name: DITI MAJUMDAR

Address: 19/1H, Gobinda Khatia Rd Kol - 46

Signature: Diti Majumdar

Md Fidaul Haque  
(Partner)

(c) Name: Pankaj Kr. Yadav

Address: Raghunathpur Hooghly

Signature: Pankaj

Mudassar Hassan  
(Partner)

SOLEMNLY AFFIRMED & DECLARED BEFORE ME  
ON IDENTIFICATION OF ADVOCATE

A. C. BARIK

Notary Govt. of West Bengal (India)  
Regd. No. 72/2002, Serampore Court  
Serampore, Hooghly

S.P. Yadav.  
Advocate

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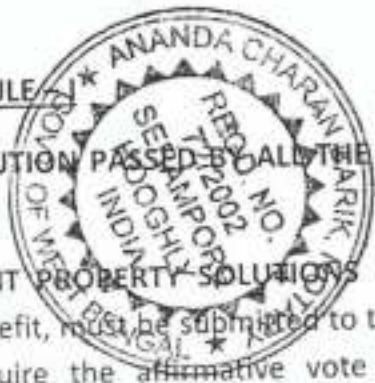
28 AUG 2020

NVENT PROPERTY SOLUTIONS LLP  
Partner

ANNEXURE - "A"

SCHEDULE

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF NVENT PROPERTY SOLUTIONS LLP



The following acts on behalf of NVENT PROPERTY SOLUTIONS LLP or any business controlled by LLP or for its benefit, must be submitted to the meeting of Designated Partner and shall require the affirmative vote of all the Designated Partner either at a duly constituted meeting of the Designated Partner or by circular resolution, viz.,

- (a) Increase or reduction in contribution.
- (b) Increase / Decrease / Removal / Change of Designated Partners.
- (c) Alteration of the LLP Agreement.
- (d) Modification in the right of Designated Partners.
- (e) Placing of the LLP in Voluntary dissolution or liquidation
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of appropriations of profits.
- (h) Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by LLP before the expiration of the term of lease or License.
- (i) Any sale or lease of the whole substantial part of the business or undertaking of LLP.
- (j) Sale or Assignment of goodwill of LLP.
- (k) Opening / Closing of bank account/s and modifying mandate for operation of such account/s.

ANNEXURE - "A"

*[Handwritten Signature]*

SOLELY AFFIRMED & DECLARED BEFORE ME  
ON IDENTIFICATION OF ADVOCATE

A. C. BARIK  
Notary Govt. of West Bengal  
Regd. No. 72199  
Notary Court  
Hooghly

*[Handwritten Signature]*

*[Handwritten Signature]*

28 AUG 2020

28 AUG 2020

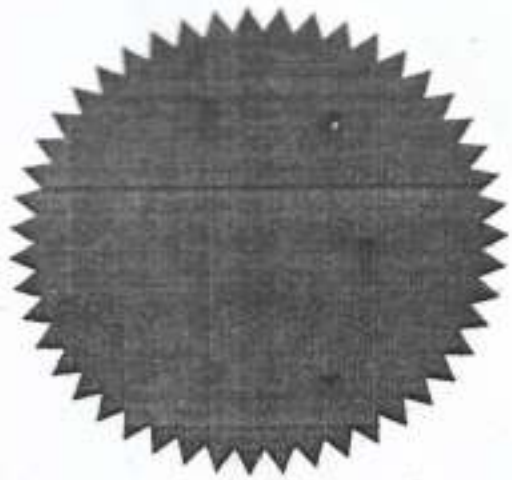
NVENT PROPERTY SOLUTIONS LLP  
*[Handwritten Signature]*  
Partner



28 AUG 2020

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

# NOTARIAL CERTIFICATE



**In the Matter of :  
Instrument 'A'**

**and**

**in the Matter of :  
NOTARIAL CERTIFICATE**



**ANNADA CHORAN BARIK  
ADVOCATE**

**&**

**Notary Public  
of Serampore Court  
Dist. : Hooghly  
West Bengal  
INDIA**

INVENT PROPERTY SOLUTIONS LLP

*Signature*  
Partner

**Professional Address**

**32/3, Shibtala Street,  
P.O. : Bhadrakali,  
Dist. : Hooghly  
Mobile : 94337 74938  
91431 01885**