PERTENDER PROPERTENDER PROPERTE asservas entresentas entresentes entresentes entresentas entresentas entresentas Notarial Certificate To all to whom these present shall come, I, Kamal Kumar Paul duly appointed by the Government of India as Notary and practising within the city of Kolkata. W.B. Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writings. 'A' are presented before me, Barin Siswas Jothers & hereinafter referred as the "executants" on the ... day of in the year Two Thousand. Y The "executant/s" having admitted the execution of the paper itings "A" and being satisfied as to the identity of the executant I e attested the execution. In faith and testimony whereof, I, the said Notary, have hereinto subscribed my name and affixed my seal of office this day of .. Kamal I NOTARIAL NOTARIAL Notary Regd. No. 2700/04 Govt. of India CMM's Court NOTARIALISTAN 2 & 3 Bankshall Street

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Kolkata - 700 001

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MOLKATA KAMAL KUMAR PAUL 270001

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

THIS Agreement of LLP made at KOLKATA this 04th Day of January 2017.

BETWEEN

- BARIK BISWAS son of ISHAQUE BISWAS resigning at Paginainali Sangrampur Shibhati, Basirhat, North 24 Parganas, Kolketa, 743 422. WEST BENGAL which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and
- FARIDA BEGUM BISWAS, daughter of ISMILE ALI residing at Vill & P.O-Sangrampur P.S-Basirhat, North 24 Parganas, Kolkata, 743 422. WEST BENGAL, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY.

KAMAL KUMAR PAUL NOTARY GOVT, OF INDIA Regd. No.2799794 C.M.M.*s. Bourt 2 A 3 Bankshafi Street Nothera-700 001

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(THE FIRST & SECOND PARTY SHALL BE COLLEGE PARTNERS)

WHEREAS the First Party is BARIK BISWAS

WHEREAS the Second Party is FARIDA BEGUM BISWAS

NOW The FIRST & SECOND Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intends to write down the terms and conditions of the said formation and

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

- 18 A Limited Liability Partnership shall be carried on in the name and style of M/s. BISWAS INFRACON LLP and hereinafter called as BISWAS INFRACON LLP
- The M/s. BISWAS INFRACON LLP as constituted under this Deed shall be deemed to be have commenced on the 04TH Day of January 2017.
- The M/S. BISWAS INFRACON LLP shall have its registered office at Vill- 128 Gobindapur, Gobindapur, Raghunathpur, North 24 Parganas -743 428. or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
- 4. The Contribution of the M/S. BISWAS INFRACON LLP shall be Rs. 10,00,000 (Rupees Ten Lakh only) which shall be contributed by the partners in the following proportions.

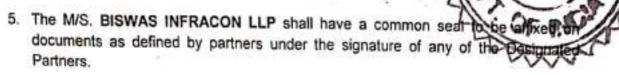
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First Party 50% i.e. Rs .500000 (Rupees Five lakhs only)

Second Party 50% i.e. Rs.500000 (Rupees Five lakhs only)

The further Contribution if any required by the M/S. BISWAS in the be brought by the partners in their profit sharing ratio.



- The business of the M/S. BISWAS INFRACON LLP shall be of CONSTRUCTION AND INFRASTRUCTURE DEVLOPMENT.
- That the immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.
- 8. The net profits of the BISWAS INFRACON LLP arrived at after providing for payment of remuneration to the working partners BARIK BISWAS and FARIDA BEGUM BISWAS and interest to partners on the loan given by them shall be divided in the following proportions:

To the said FIRST PARTY

50% 50%

To the said SECOND PARTY

100%

The losses of the M/S. BISWAS INFRACON LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said FIRST PART

50%

To the said SECOND PARTY

50%

100%

- 10. The bankers of the partnership shall be any nationalized and/or private Bank and/or such other bank or banks as the partners may from time to time unanimously agreed upon.
- 11. The business of the M/S. BISWAS INFRACON LLP are as followed:
 - 1. To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex or complex (es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).
 - To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within

3 Page

or outside the limits of Municipal Corporation or other local bodies, any there within the Domain of India, to divide the same into suitable plots, and to pure of sell the plots for building/constructing residential houses bungalows, business preinses and colonies and rent or sell the same and realize cost in lump sum or easy installments, or by hire purchase system and otherwise.

 To purchase, sell and otherwise to carry on the business, builders, contractors, architects, engineers, Estate agents, decorate surveyors.

- 4. To purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.
- 5. To construct, execute, carryout, equip, support maintain, operate, improve, work, Develop, administer, manage, control and superintend within or outside the country anywhere in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways, and tramways, docks, harbours, Piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irritations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

AND other ancillary business more particularly described in the Schedule 1 annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

Admission of New Partner

- 12. The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the M/S. BISWAS INFRACON LLP.
- The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards M/S. BISWAS INFRACON LLP.

Rights of Partner

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Barik nisum Provida Begum Bisurs All the partners hereto shall have the rights, title and interest in all properties in the said M/S. BISWAS INFRACON LLP in the process Contribution.

 Every partner has a right to have access to and to inspect and copy M/S. BISWAS INFRACON LLP.

16. 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 to as they deem fit and proper and other partners and the M/S. BISWAS INFRACON LLP shall have no objection thereto provided that the said partner has intimated the said fact to the M/S. BISWAS INFRACON LLP before the start of the independent business and moreover he shall not use the name of the M/S. BISWAS INFRACON LLP to carry on the said business.

- 17. If any partner shall advance any sum of money to M/S. BISWAS INFRACON LLP over and above his due contribution to capital, the same shall be a debt due from the M/S. BISWAS INFRACON LLP to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
- M/S. BISWAS INFRACON LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the M/S. BISWAS INFRACON LLP.
- 19. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the M/S. BISWAS INFRACON LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the M/S. BISWAS INFRACON 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.
- 20. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the M/S BISWAS INFRACON LLP.

Duties of Partners

- Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.

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Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the M/S. BISWAS INFRACON LLP of any transaction concerning the limited liability partnership, or for any use by him of the property name or any business connection of the M/S. BISWAS INFRACON LIP

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

- 25. In case any of the Partners of the M/S. BISWAS INFRACON LLP desires to transfer or assign his interest or shares in the M/S. BISWAS INFRACON LLP he can transfer the same with the consent of all the Partners.
- 26. No Partner shall without the written consent of other Partners :-
 - Engage or except for gross misconduct, dismiss any employee of the partnership
 - Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the M/S. BISWAS INFRACON LLP.
 - 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 partnership property or any part thereof may be seized.
 - Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein.
 - Engage directly or indirectly in any business competing with that of the limited liability partnership.
 - Lend money or give credit on behalf of the M/S. BISWAS INFRACON LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the M/S. BISWAS INFRACON LLP by the partner incurring the same.
 - Compromise or compound or (except upon payment in full) release or discharge any debt due to the M/S. BISWAS INFRACON LLP except upon the written consent given by the other partner.
 - Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered

Meeting

27. The meeting of designated partners may be called by giving 7 days notice. In case if any urgent meeting is called the notice requirement is to be rectified by all the Partners.

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The matter discussed in the M/S. BISWAS INFRACON LLP meeting shall be decided by a resolution passed by a majority in number of the partners and for this purpose, each partner shall have one vote.

29. The meeting of the Partners may be called by sending 7 days propriodice to all the partners at their residential address or in case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be ectified by all the Partners.

30. The meeting of Partners shall ordinarily be held at the registered office of the M/S BISWAS INFRACON LLP or at any other place as per the convenience of partners.

- 31. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the M/S, BISWAS INFRACON LLP.
- 32. Each partner shall--
 - Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the M/S. BISWAS INFRACON LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
 - II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the M/S. BISWAS INFRACON LLP business and they all shall be the working partners.

Duties of Designated Partner

- 33. The Authorised representative of First Party and the Second Party shall act as the Designated Partner of the M/S. BISWAS INFRACON LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
- 34. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- 35. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- No remuneration will be given to any of the Designated Partner for rendering of their services.
- 37. The M/S. BISWAS INFRACON LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the M/S. BISWAS INFRACON LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

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ssation of Existing Partners

38. Partner may cease to be partner of the M/S. BISWAS INFRACON LLP by giving a notice in writing of not less than 60 days to the other partners of his infertion to resign as partner.

39. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of M/S. BISWAS INFRACON LLP with fraudulent purpose.

 The M/S. BISWAS INFRACON LLP can be wounded up with the consent of air the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of M/S. BISWAS INFRACON LLP

- M/S. BISWAS INFRACON LLP is not bound by anything done by a partner in dealing with a person if—
 - the partner in fact has no authority to act for the M/S. BISWAS INFRACON LLP in doing a particular act; and
 - II. the person knows that he has no authority or does not know or believe him to be a partner of the M/S. BISWAS INFRACON LLP.

Miscellaneous Provisions

- The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
 - in the ordinary and proper conduct of the business of the limited liability partnership; or
 - in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
- 43. The books of accounts of the firm shall be kept at the registered office of the M/S. BISWAS INFRACON LLP for the reference of all the partners.
- 44. The accounting year of the M/S. BISWAS INFRACON LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this M/S. BISWAS INFRACON LLP till 31st March of the subsequent year.
- 45. The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby.

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If, in the event, any Partner refuses to sign the Annual Statements Solvency giving no valid reason, a copy of the same shall be posted to him b Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date. of such posting.

46. It is expressly agreed that the bank account of the M/S. BISWAS shall be operated jointly by the Second Party.

47. All disputes between the partners or between the Partner and the M/S. PISP INFRACON 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).

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 MESSRS BISWAS INFRACON LLP

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Designated Partner: BARIK BISWAS

Favida Begum Bemas

Designated Partner: FARIDA BEGUM BISWAS

Witness:

a) Name: AKBAR MONDAL

Address: VILL-CHAKKHORGACHI. P.O. BHOJ PARA
Signature: P.S. Baduna pin 743427

b) Name: TAPAN KUMAR DUL

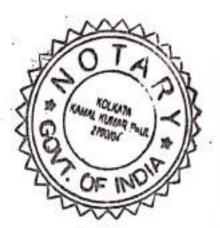
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Signature Attested Only on Identification of La

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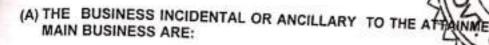
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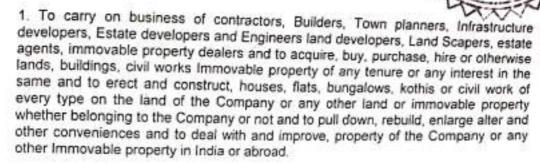


101Page

SCHEDULE 1

ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE





- 2. To absorb, acquire, amalgamate and takeover as a going concern and carry on the business activities carried under the name and style as "M/S BISAWS ENTERPRISE", a Proprietorship firm situated at Vill & P.O Sangrampur, P.S-Basirhat, Dist. 24 Parganas (N), West Bengal, India, with all its Assets, Liabilities, Goodwill, Book-Debts, Contracts, Engagement and Entitlements and to enter into any contracts, agreement or arrangement with the Proprietor(s) and/or Proper Authority and/or any person or Association for the purpose of the objectives of the company.
- 3. To erect, construct, build, water proofing, sewage, demolish, fabricate, execute, carry out, improve, work, develop and enlarge, rebuild, repair, maintenance, administer, manage or control in India or abroad- on any land or immovable property of the Company or upon any other land or immovable property in any capacity and conveniences of all ,kinds, including turnkey jobs, railway, tramway speedway, runways, roads aerodromes, sewage, theatres, cinema halls, piers, wharves, Dams, barrages, reservoirs, embankments, canals, irrigations, power houses, transmission lines, reclamation, improvement sewage, drainage, sanitary works, for building hotels, houses, markets, private public and all kind of Conveniences and to carry out business of builders and civil engineers, architects, estimators and designers thereof.
- 3. To carry on the business of architects, consultants civil engineers civil testers, builders and developers of land contractors, colonisers, civil contractors and undertake any residential, commercial or Industrial, construction either independently or jointly in partnership, joint venture or on agency or sub contracts basis with or on behalf of any individual firm, body corporate, association or society, Central or State Government, Cantonment board or any local authority to work as colonizer, developer of land and farm houses and buildings for residential purposes.

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(A) THE OTHER BUSINESS ARE:

1. To carry on business as manufacturers, producers, processors, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, bottlers, packers, movers, stockists, agents, sub-agents, merchante distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all plants and machinery, implements, accessories, tools, materials, substances, goods or things of any description including tractors, power tillers, sprayers, dusters, mist blowers fishing boats, crafts and trawlers, fishing nets, gadgets, cold storages, deep freeze equipments and all types of equipments required for forestry, animal husbandry, poultry farming, agriculture pisciculture, sericulture, horticulture, equipment for processing and preserving forest, agricultural, horticultural, piscicultural, or sericultural produce.

- 2. To carry on business as manufacturers, producers, processors, refiners, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, preservers, bottlers, packers, movers, stockists, agents, sub-agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in food, meat, eggs, poultry, vegetables, canned and tinned and processed foods, protein, health and instant foods of all kinds including baby and diabetic foods, cereals, beverages, cordials, tonics, restorative and aerated minerals water and foodstuffs and consumable provision of every description for human or animal consumption.
- 3. To carry on business as manufacturers, producers, processors, makers, inventors, convertors, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, sub-agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in frozen vegetables, fruits, dairy products, meats and all varieties of food.
- 4. To initiate, acquire, set up, construct, establish, maintain, run, operate and manage business centre, hyper markets, departmental stores, super markets, shopping malls, discount stores, specialty stores, shopping outlets, convenience stores, commercial complexes, showrooms and for the purpose to give on lease or hire, to deal in, trade, import, export, market, distribute, process, pack, repack, move, preserve, produce, repair, wholesale, retail, exchange, stock, supply indent or otherwise to act as agents, sub-agents, wholesalers, retailers, representatives, commissions agents, franchisers and dealers of all commercial, industrial, scientific, household, domestic, forest and food products and services, consumer goods, consumer durables and other consumer's necessities of every kind, make and sorts, whatsoever, including cosmetic, pharmaceuticals, automobile, plants, machineries, equipments, apparatus, gadgets, computer parts, softwares, components, computer hardware, communication equipments, petroleum products, steel, accessories: spare parts or other merchandise such as food products, confectionery, beverages, beer housekeepers, licensed victuallers, wine and spirit merchants, tea, coffee and refreshment rooms, cafe, ice cream parlours, video parlours, jute, textiles, linens, furnishing fabrics and fabrics of all kinds, readymade garments and clothing, lingetic, hosiery, leather, rubber and plastic products, footwears, glass wares, enamelwares, earthwares, porcelain wares, handicrafts, antiques, accessories, home decor items, furniture, stationary, personal care products, toiletries, metals, cookeries, precious and semi precious stones, paper and paper products, perfumery, engineering goods, health and beauty products, pets

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- To carry on business as merchants, traders, commission agents or in any other capacity in India or elsewhere, and to import, export, buy, sell, barter, exchange, pledge, make advances upon or otherwise deal and trade in all types of goods, produce and merchandise.
- 6. To carry on business as, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subgents, merchants, distributors, consignors, jobbers, brokers, concessionaires of otherwise deal in all types and varieties of storage batteries, dry or otherwise, for all otherwise of uses, battery plates, cells, battery components, chargers, motors, transformer, stablizers and all other kinds of electronic components, devices.
- 7. To carry on all or any of the businesses of designers, trader, maintainers, repairers of and dealers in electrical and electronic appliances and apparatus of every description, and of and in radio, television and telecommunication requisites and supplies, teletext and view data receivers, and electrical and electronic apparatus, appliances, equipment and stores of all kinds.
- 8. To acquire, purchase, take over business of firm having similar objects which under existing Circumstances, from time to time may conveniently or advantageously be combined with the business of the firm; to amalgamate with firms whose business are so acquired, purchased or taken over and/or to enter into agreements with the objects or acquisition of such undertakings and/or business.

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