



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 596358

SUPPLEMENTAL LIMITED LIABILITY PARTNERSHIP AGREEMENT

This Supplemental Limited Liability Partnership Agreement is made and entered into this 24th day of June, 2019 at CD-35, 1st Floor, Sector - I, Salt Lake City, Kolkata - 700 064:

"By and Between"

1. **HARISH KUMAR GIRIA**, son of Mr. Lalit Kumar Giria, having PAN – AIRPG3901B, Residing at CD-35, 1st Floor, Sector - I, Salt Lake City, Kolkata - 700 064,
2. **SAGAR KUMAR GIRIA**, son of Mr. Lalit Kumar Giria, having PAN – ANCPG3328C, Residing at CD-35, 1st Floor, Sector - I, Salt Lake City, Kolkata - 700 064.

hereinafter jointly referred to as 'the **Continuing Partners**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators and legal representatives) of the **ONE PART**;

AND

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No.2700/04
C.M.'s, Court
* 8 3 Bankshall Street
Kolkata-700 001*

PRABHA HIGHRISE LLP

PRABHA HIGHRISE LLP

PRABHA HIGHRISE LLP

PRABHA HIGHRISE LLP

Designated Partner / Authorised Signatory

Designated Partner / Authorised Signatory

Designated Partner / Authorised Signatory

Designated Partner / Authorised Signatory

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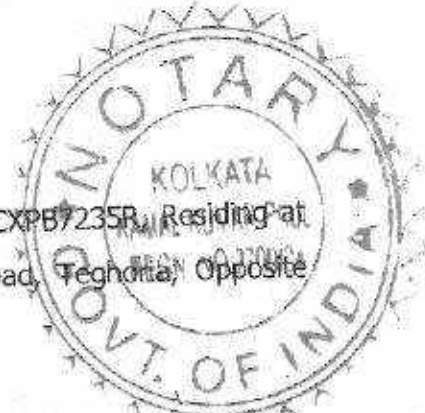
ক্রেতার নাম Prabha Highrise LLP →
ভেঃ সাহাআলম মণ্ডল ৫০-৩৫, Sec 1, Salt Lake, K.A. ৬৭.

ভেঃ Siddha Mandal

মোঃ- এ ডি এস আর, বারইপুর

জেলা- দক্ষিণ ২৪ পরগণা

মলা _____



1. **PRADEEP BAID**, son of Late Ratan Lal Baid, having PAN - ACXPB7235R, Residing at Club Town Housing Complex, Block-2, Flat No - 4AB, VIP Road, Teghoria, Opposite Haldiram Pure Food, Kolkata,
2. **CHIRAG BAID**, son of Mr. Pradeep Baid, having PAN - APNPB5926J, residing at Club Town Housing Complex, Block-2, Flat No - 4AB, VIP Road, Teghoria, Opposite Haldiram Pure Food, Kolkata - 700052

hereinafter jointly referred to as 'the **Incoming Partners**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and included their respective heirs executors administrators and legal representatives) of the **OTHER PART**;

(Depending on the context in which such term is used, each party to this Agreement shall be singularly known as 'Partner' or 'Party' and collectively as 'Partners' or 'Parties')

- A. **WHEREAS**, the Continuing Partners are carrying on business in limited liability partnership in the name of **PRABHA HIGHRISE LLP** ("LLP") having LLPIN-AAM-7559 and its registered office at CD-35, 1st Floor, Sector - I, Salt Lake City, Kolkata - 700 064 under the Limited Liability Partnership Act, 2008 under the Limited Liability Agreement dated 11th Day of June, 2018 entered into by and between the Continuing Partners. The LLP has been carrying on, amongst others, the business of real estate activities and have entered upon a Development Agreement being no. 190405343 for the year 2019 with land owners of property at Chakpanchuria as morefully mentioned in **Schedule 6** hereto (hereinafter referred to as "the **said Property**") and other related documents and also are power of attorney holders (all hereinafter collectively referred to as "the development contracts").
- B. **AND WHEREAS** for advancement of the business, the Continuing Partners have agreed to admit the New Partners.
- C. **AND WHEREAS** by virtue of the admission, the Incoming Partners alongwith the Continuing Partners would, inter alia, be vested with all rights, powers and obligations in respect of the LLP with continuance of the rights, powers and obligations of the Prabha Highrise LLP, inter alia, under or arising out of or in pursuance of the Development Contracts.

- D. **AND WHEREAS** originally the said LLP was held and controlled by the Continuing Partners (hereinafter jointly referred to as "**Giria Group**" which expression shall include their successors and permitted assigns) and consequent to the induction of the

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PRABHA HIGHRISE LLP

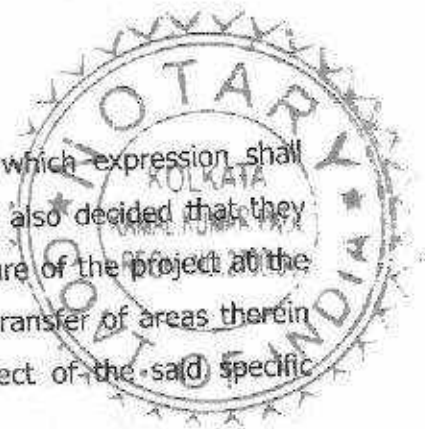
Designated Partner / Authorised Signatory

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PRABHA HIGHRISE LLP

Designated Partner / Authorised Signatory



Incoming Partners (hereinafter referred to as "**Baid Group**" which expression shall include his successors and permitted assigns) the parties have also decided that they shall remain partners of the LLP in respect of the specific venture of the project at the said property including development of the said Property and transfer of areas therein and after its completion and settlement of accounts in respect of the said specific venture and the LLP, the Baid Group shall exit from the LLP.

- E. AND WHEREAS as one of the pre-conditions before inducting the Incoming Partners it is expressly agreed that the brand name "PRABHA" shall exclusively belong to the Gira Group. The Baid Group shall not use the brand name "PRABHA" either during continuation of this partnership or any time after the completion of the specific venture or cessation of the partnership, in any of its future ventures nor claim any rights of ownership or use of the said brand.
- F. AND WHEREAS the parties are now desirous of recording into writing the terms and conditions agreed between them in connection with the LLP as hereinafter contained.

NOW, THEREFORE, THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSETH as follows:

Article 1 - RECITALS

- 1. The parties hereto have agreed and hereby consent to this LLP Agreement and -
 - (i) to provide for their respective rights, powers, duties and obligations as Partners; and
 - (ii) to reduce the terms and conditions relating to the management, operation and closure of LLP in writing.
- 1.1 This Supplemental LLP Agreement shall be supplemental to the LLP Agreement and henceforth only this agreement shall be the LLP Agreement and all earlier agreements shall stand superceded by this agreement. This agreement shall also filed with the Registrar upon its execution.

Article 2 - DEFINITIONS

2.1 In this Agreement hereinafter and the Schedules annexed hereto the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

(a) "**Address**" in relation to a partner of a LLP, means:

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PRABHA HIGHRISE LLP

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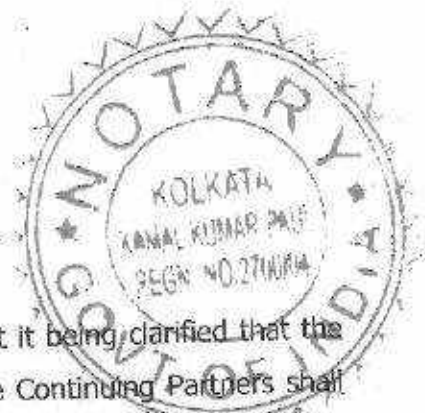
PRABHA HIGHRISE LLP

Jagan Bisoi
Designated Partner / Authorized Signatory

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Designated Partner / Authorized Signatory

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Designated Partner / Authorized Signatory

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- (i) if an individual, his usual residential address; and
 - (ii) if a body corporate, the address of its registered office;
- (b) **"Agreement" or "LLP Agreement"**; means this agreement it being clarified that the Initial Agreement dated 11th Day of June, 2018 between the Continuing Partners shall stand superceded by this agreement and include any further amendments or modifications made by the parties hereto in writing from time to time;
- (c) **"Accounting Year" or "Financial year"** of the LLP means the period from the 1st day of April of a year to the 31st day of March of the subsequent year;
- (d) **"Business"**: means the activities, management and operations of the LLP as set out in LLP Agreement;
- (e) **"Capital Contributions"** mean the contributions made by the Partners to the LLP pursuant to Article 9 hereof and, in the case of all the Partners, the same would refer to the aggregate of all such capital contributions;
- (f) **"Confidential Information"** means and includes, but is not limited to, all information of a secret or confidential nature relating to the affairs of **PRABHA HIGHRISE LLP** or any person related to the LLP whose information is held within the LLP and agreed to be held as confidential by the parties.
- (g) **"Designated Partner(s)"** mean the Partner(s) whose names is/are set forth in the Schedule 2 to this Agreement and include any Partner designated as such pursuant to the provisions of this LLP Agreement, and who has given his prior consent to act as such to the LLP in the prescribed form;
- (h) **"LLP Act" or "the Act"** shall mean the Limited Liability Partnership Act, 2008, as amended from time to time;
- (i) **"LLP Rules"** mean the Limited Liability Partnership Rules, 2009, as amended from time to time.
- (j) **"Partner(s)"** in relation to this LLP, means the parties hereto and any person who becomes a partner in this LLP in accordance with the LLP Agreement and the applicable provisions of the LLP Act but shall not include any partner who ceases to be partner in accordance with the LLP Agreement and the applicable provisions of the LLP Act;

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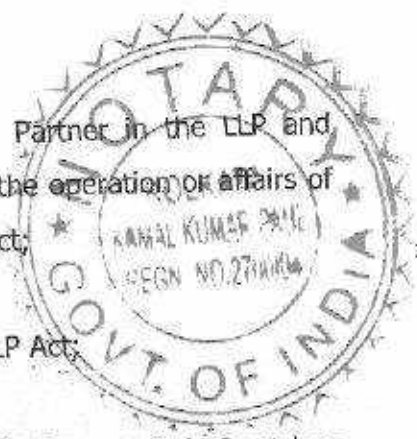
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(k) **"Partners' Interest"** includes the share and interest of a Partner in the LLP and includes a Partners' right to vote and otherwise participate in the operation or affairs of the LLP as provided for in this Agreement and under the LLP Act;

(l) **"Registrar"** shall have the meaning, as assigned under the LLP Act;

(m) **"Resident in India"** means a person who has stayed in India for a period of not less than one hundred and eighty-two days during the immediately preceding one year.

2.2 Terms used herein and not defined herein but defined under the LLP Act or LLP Rules, shall, unless there be something contrary or repugnant to the subject or context hereof, have the respective meaning assigned to them under the LLP Act or LLP Rules.

2.3 Unless specifically stated to the contrary, any masculine word ('his') or expression shall include feminine ('her') and vice versa and any singular word or expression shall include plural and vice versa.

Article 3 - NAME, OBJECTIVE AND FORMATION

3.1 Business:

3.1.1 The business to be conducted by the LLP shall continue to be to engage in, carry out, conduct and participate in the Project as also morefully mentioned in Schedule 3 hereto as a specific venture.

3.1.2 The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business including but not limited to such ancillary business.

3.1.3 New business in the name of LLP will only be undertaken with the unanimous consent of all the partners of the LLP in writing.

3.1.4 Nothing set forth in this Agreement shall be construed as authorizing the Partners to possess any purpose or power, or to do any act or thing, forbidden by law to a LLP formed under the LLP Act.

3.2 Place of business:

The LLP business shall be carried out at the premises referred to in this Agreement, i.e., at CD-35, 1st Floor, Sector - I, Salt Lake City, Kolkata - 700 064.

3.3 Banker(s):

The authorized/designated banker of the LLP shall be such as the Partners may from time to time unanimously agree upon. The existing bank accounts and/or new bank accounts in the Designated Bank shall be operated by at least two of the Designated Partners (one from Giria Group and one from the Baid Group) or in such manner as may

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for with
Giria

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PRABHA HIGHRISE LLP

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Designated Partner / Authorised Signatory

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Designated Partner / Authorised Signatory

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be unanimously decided by all the partners present in the meeting in which such decision is taken.



Article 4 - DESIGNATED PARTNERS

4.1 Designated partners upon admission of New Partners:

The Designated Partners shall be nominated and appointed by the Partners whose names have been set forth in Schedule 2 to this Agreement, and who have given their consent to act as such, in the prescribed form. The names of the Designated Partners, as on the date of execution hereof, along with their corresponding Designated Partner Identification Number ("DPIN") and signatures have been provided in the said Schedule.

4.2 Responsibility of legal compliance:

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

4.3 General role:

In addition to their specific role and responsibilities under any Article(s) of this Agreement, the designated partners shall be responsible for carrying out the provisions and the purpose(s) of this Agreement.

4.4 Remuneration:

The LLP shall pay such remuneration to the Designated Partner(s) as may be decided unanimously by the Partners, for rendering the services as such.

4.5 Variation in Designated Partners:

4.5.1 The Appointed Designated Partners shall not be changed save in accordance with the terms and conditions of this agreement.

4.5.2 No new partner can be appointed as a Designated Partner of the LLP save by consent of three-fourth Majority of the partners.

4.5.3 Binding decision in case of disagreement: In all matters relating to the Project the LLP, if there is any disagreement or difference amongst the Designated Partners or if there is no consensus amongst the Designated Partners on any matter or issue, the same shall be referred for sole arbitration of Mr. Lalit Kumar Giria son of Late Sumer Mal Giria residing at CD-35, Sector - I, Salt Lake City, Kolkata - 700 064, whose decision shall be final and binding on all the Designated Partners.

4.5.4 Binding nature of acts: The acts of the respective Designated Partner nominees shall bind the partners LLP nominating them fully and in all manner.

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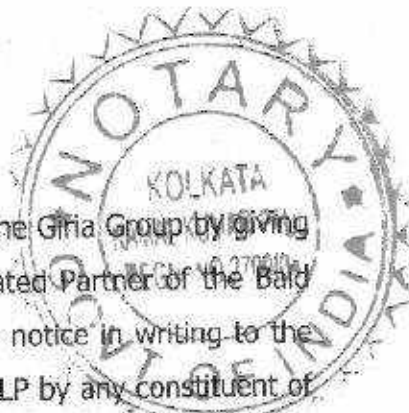
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4.6 Substitution of Designated Partners:

- 4.6.1 Any Designated Partner of the Giria Group may be replaced by the Giria Group by giving a 30 days notice in writing to the LLP thereabout. Any Designated Partner of the Baid Group may be replaced by the Baid Group by giving a 30 days notice in writing to the LLP thereabout. In case of transfer of any share by any in the LLP by any constituent of the Giria Group to any person other than the constituent of the Baid Group or by any constituent of the Baid Group to any person other than the constituent of the Giria Group, then the transferee shall ipso facto form part of the group whose constituent transferred to such transferee for all intents and purposes.
- 4.6.2 In case the whole share of any partner is acquired by any other partner/s, the partner/s so acquiring such share shall be entitled to substitute the designated partner nominee of the earlier partner group by its/their own nominee.
- 4.6.3 In case any Designated Partner dies or becomes disqualified in terms hereof and such Designated Partner is a nominee of any partner, the nominating partner shall immediately and in any event within 21 days appoint his substitute. During such 21 days, the remaining Designated Partners shall not act except in routine matters. If no such substitute is appointed within such 15 days, the remaining Designated Partners shall thereafter be entitled to act on behalf of the Firm without any such restriction.

4.7 Working by Designated Partners : The Designated Partners or any of them shall not act in contravention of this agreement.

Article 5 - MANAGEMENT OF THE PARTNERSHIP

5.1 Day to day management:

Subject to the provisions of this Agreement, day-to-day operation of the LLP shall be vested with the Designated Partners, who shall have the power on behalf and in the name of PRABHA HIGHRISE LLP to carry out any and all of the purposes of the LLP in accordance with the powers delegated to them by the Partners, in the manner prescribed herein below.

5.2 Acts only through Designated Partners:

5.2.1 The partners have agreed that all acts deeds and things in respect of the conduct of the business of the LLP shall be done and executed only by the Designated Partners and the partners shall also participate in the business of the LLP and act through the Designated Partners in all matters referred to herein (including as regards consent of the partners in several matters referred to herein). None of the other partners shall do any act deed or thing in respect of the conduct of the business of the LLP unless appointed as Designated Partner of the Firm in accordance with the terms and conditions hereof.

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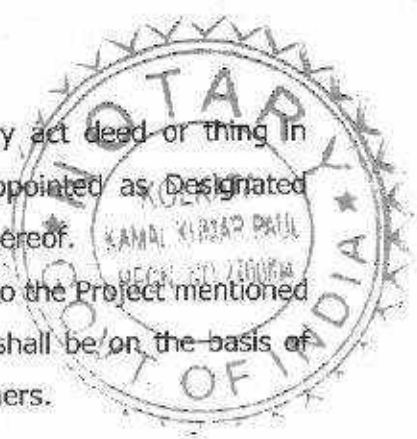
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5.2.2 None of the partners shall either represent the LLP or do any act deed or thing in respect of the conduct of the business of the LLP unless appointed as Designated Partner of the LLP in accordance with the terms and conditions hereof.

5.2.3 Basis of Majority Decision: Subject to special provisions relating to the Project mentioned in clause 5.3.2 hereinafter, decision of majority in all matters shall be on the basis of number of Partners in the LLP and not by the shares of the partners.

5.3 Decision by majority:

5.3.1 Unless otherwise provided herein or prescribed in the Act, all specific decision will be made on a 'three-fourth majority' basis. Reference to 'three-fourth majority' shall be made to in the context of the number of Partners in the LLP.

5.3.2 Wherever in this agreement no qualifying words are used in respect of any majority decision, such decision shall be and be deemed to be decision by three-fourth Majority.

5.3.3 Three-Fourth Majority: Wherever in this deed specific provision has been made for decision by Three-Fourth Majority, the same will be made by the Partners holding three-fourth shares of the LLP. The decision of Partners present in the meeting holding three-fourth shares of the LLP will be deemed to be the decision by Three-Fourth Majority.

5.4 Delegation of authority:

5.4.1 The Partners would through a resolution passed at their meeting authorise the Designated Partners to do such specific acts, deeds and things, as they may think fit and proper. The partners can take any decision by passing resolution through circulation or in meetings. Resolution will be passed when approved by the requisite majority of members in terms of the LLP Agreement. Such approval can be through physical means or by use of email or other electronic/technological means sent through recognized email address.

5.4.2 The partners hereto hereby authorize the Designated Partners to jointly or severally do all such acts, deeds and things, as they may think fit and proper on behalf of the LLP and also to delegate or sub-delegate to any person the doing or carrying out of all or any such acts, deeds and things as they may think fit and proper. However for any valid act to be performed severally by any Designated Partner, the same must be done with the prior written consent of the other Designated Partner or pursuant to a decision in a meeting of the Designated Partners authorizing such Designated Partner to do such acts, deed or thing.

5.5 Matters requiring approval of all Partners:

Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all the Partners:

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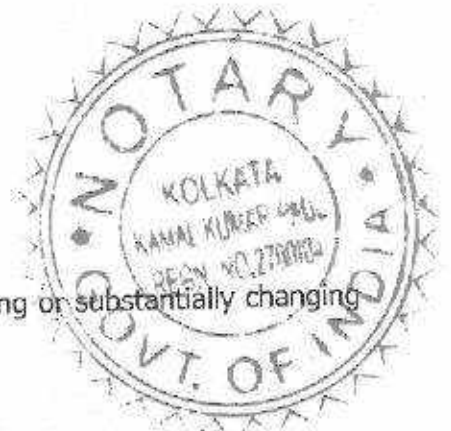
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PRABHA HIGHRISE LLP

Designated Partner / Authorised Signatory



- (a) Change of name of the LLP
- (b) Change in business (es) of the LLP by way of omitting, adding or substantially changing any business (es);
- (c) Admission of new Partner except if arising from death or disqualification of any partner or arising out of power of substitution in terms hereof;
- (d) Increase in the capital contribution of the Partners;
- (e) Appointment of/ removal of a Designated Partner otherwise than in terms hereof;
- (f) Opening of new bank account in the name of the LLP. However, the partners shall decide about the mode of operation amongst themselves.
- (g) Purchase of any fixed assets or incurring of any capital expenditure;
- (h) Amendment to any Article of this Agreement;
- (i) Removal of Auditor;
- (j) Finalizing and signing the annual statement of accounts and statement of solvency.
- (k) Acceptance of retirement or assignment by any partner prior to the Distribution Date and the finalization of accounts pursuant thereto.
- (l) Any other matter mentioned in this Agreement and requiring unanimous consent or consent of all the partners;

5.6 The Giria Group and the Baid Group will act through their respective nominee Designated Partners jointly in all matters of the Project in all matters and participate in the Finance, Accounts, Clearances and Marketing of the Project. In case of their being deadlock or uncertainty in the decision making, the decision of Mr. Lalit Kumar Giria, Residing at CD-35, Sector - I, Salt Lake City, Kolkata - 700 064, shall be final and binding on the parties.

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Regd. No. 2706/04
C.M.A.P. Court
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5.7 Where the partners have differences in respect of any matter relating to the Project directly or indirectly through the working of the LLP and the decision cannot be taken due to lack of majority view as per the requirements in this LLP, the decision of the said

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to be with

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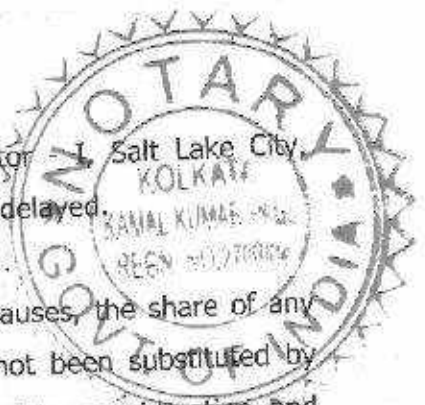
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PRABHA HIGHRISE LLP

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Sole Arbitrator Mr. Lalit Kumar Giria, Residing at CD-35, Sector 5, Salt Lake City, Kolkata - 700 064, shall be final so that the Project does not get delayed.



- 5.8 For the purpose of ascertaining majority in terms of several clauses, the share of any partner who has ceased to be partner of the LLP and has not been substituted by existing/new partners, shall be excluded and not be taken into consideration and Majority shall be determined on the basis of the remaining shares as if the same constitute the entire shares of LLP.

Article 6 – MEETINGS

6.1 Frequency of meetings:

Periodic meetings shall be held as determined by the Designated Partners of LLP. There shall not be a gap of more than three months between two meetings except by mutual consent of all the Designated Partners. Meetings of the Partners for any specific purpose may be called at any time by any of the Designated Partners or by any other Partner.

6.2 Notice for meeting of partners:

The meeting of Partners may be called by giving 7 days' notice. The meeting may be called at a shorter notice, provided majority of the Partners agree thereto either by way of an advance communication to the LLP or in the concerned meeting itself.

6.3 Service of notice for meeting of partners:

The meeting of Partners may be called by giving 7 days' prior notice to all the Partners at their residential address or electronically to the email addresses provided by the individual Partners in writing to the LLP.

6.4 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media:

A meeting of the partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

6.5 Appointment of Chairman:

At each meeting, a Chairman shall be appointed from amongst the Partners present, who shall preside over the proceedings of the said meeting.

6.6 Venue of meeting:

The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as may be unanimously decided by the Partners.

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Lalit Kumar Giria

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Lalit Kumar Giria

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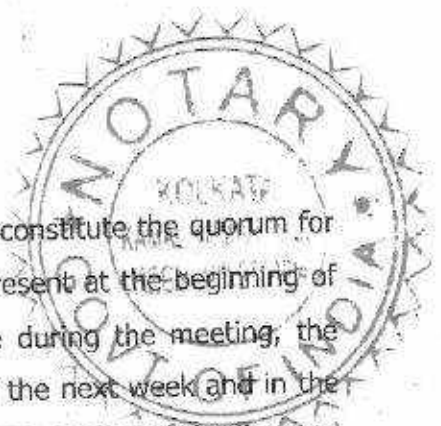
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6.7 Quorum:

Presence of Partners holding more than 75% in the LLP shall constitute the quorum for a meeting of the Partners. In case the said quorum is not present at the beginning of the meeting or the said quorum is not present at any time during the meeting, the meeting shall stand adjourned to the same time and place in the next week and in the absence of quorum in the next week too, the meeting shall once again stand adjourned to the same time and place in the next following week. In case quorum is not present at the second adjourned meeting also, the Partner/s present may conduct the meeting and take the decisions consistent with the terms and conditions of this agreement and no partner and/or any body else shall have the power to challenge such decision in any manner whatsoever and on the contrary the absent partners shall be deemed to have consented to the same.

6.8 Minutes:

The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of a meeting shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

Article 7 - PARTNERS' CONTRIBUTION

7.1 Initial contribution:

The LLP shall maintain separate capital contribution account for each Partner. The Capital of the LLP shall be ` 100,000/- (Rupees One lakh only) which shall be contributed in the proportion detailed in Schedule 4. Each Partners' contribution to, or withdrawal from, the LLP shall be respectively credited to, or, debited to the Partners' Capital Account or the Current Account, as the case may be.

7.2 Additional contribution:

7.2.1 Any further capital contribution, (if required by the LLP), shall be brought by the Partners in their profit sharing ratio. A decision to bring in further capital contribution shall be taken by the partners in a duly convened meeting.

7.2.2 Any contribution, other than above, shall be treated as a loan from the Partner bearing interest at a rate to be decided by the Partners.

7.2.3 In the event, however, any partner fails to bring in or contribute his proportion of the additional contribution any part thereof, such partner shall be liable to pay to the LLP interest @18 % per annum on the amount under default for the period of delay/default. Such interest shall be adjustable in the first instance out of any amount on any account payable to such partner by the LLP. The benefit of such interest shall be enjoyed only by the partners other than the defaulting partners.

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Harish Ghosh
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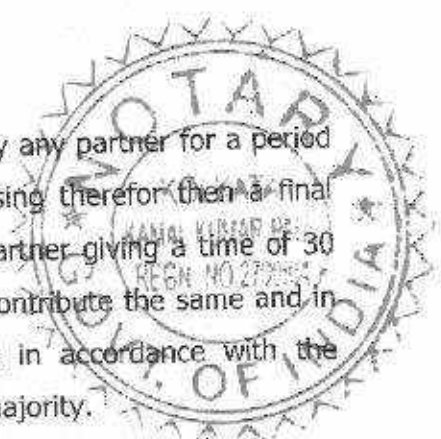
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7.2.4 In the event, however, the further capital is not contributed by any partner for a period of 6 months or more from the date of the requirement arising therefor then a final written notice shall be given by the LLP to such defaulting partner giving a time of 30 days to pay the same, failing which the other partners may contribute the same and in such event, the share of such partners shall be adjusted in accordance with the proportion of capital contribution including for reckoning the majority.

7.5 Withdrawal of contribution:

Subject to the provisions of this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of his capital contribution without the consent of three-fourth majority.

7.6 Mode of return of capital contribution:

Subject to the other provisions hereof, in case a partner ceases to be a partner of the LLP or is deemed to have ceased to be a partner of the LLP, such partner or the person/s entitled to his share, shall only upon Distribution Date and finalization of accounts of the LLP pursuant thereto have the right to demand and receive the balance of capital and other contribution, if any, to his credit after adjustments of his dues and liabilities, if any.

7.7 Interest on contribution:

No interest shall be payable on or with respect to the capital contributions or capital accounts of Partners unless the partners agree by unanimous consent.

7.8. Liability in case of death or disability of Partner:

The interests of Partners in the LLP constitute their personal estate. In the event of the death or legal disability of any Partner, the heir, executor, trustee or administrator or legal representative of such Partner shall be bound by the provisions of this LLP Agreement. In case a Partner is not a natural person, the legal representative of such Partner shall be bound by the provisions of this LLP Agreement.

Article 8 - ADMISSION OF PARTNERS/DESIGNATED PARTNERS

8.1 Admission of new Partner:

A new Partner may be introduced with the unanimous consent of all the Partners on such terms and conditions as the Partners may agree with the person to be introduced as a Partner in the LLP. Any person/ entity by giving consent to be partner of LLP, will be deemed to have consented to the terms and conditions of this Agreement and shall be bound by the same.

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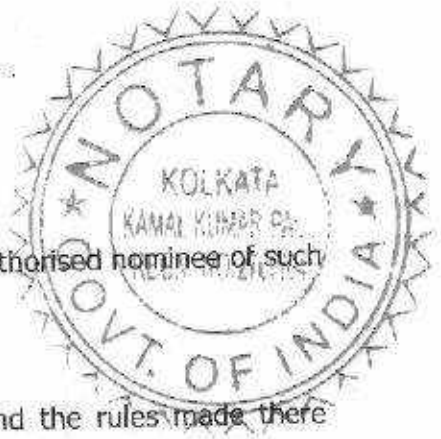
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8.2 Requirements for appointment as Designated Partner:

For a person to be appointed as a Designated Partner, he must:

- (a) be a Partner, or in case the Partner is body corporate, be an authorised nominee of such Partner;
- (b) be an individual;
- (c) be holding a valid DPIN as prescribed under the LLP Act and the rules made there under;
- (d) furnish his consent to act as a Designated Partner, in the manner and form prescribed under the LLP Act and the rules made there under;
- (e) fulfill such other requirements as imposed by the LLP Act.

Article 9 - CESSATION OF PARTNERS

9.1 Resignation/Voluntary withdrawal:

Till the Distribution Date, the completion of the Project and finalization of accounts of the LLP pursuant thereto, no Partner shall withdraw or resign from the LLP without the prior consent in writing of all the other Partners of the LLP and the other partners shall not be obliged to give any such consent or give any reason in respect of refusal to give any consent.

9.2 Bar to assign: Till the Distribution Date and finalization of accounts of the LLP pursuant thereto none of the Partners can assign this Agreement or the share of the partner in the LLP in whole or part or the rights and obligations of the partner hereunder to another partner or to any third party without the prior written consent of all the other Partners of the LLP and the other partners shall not be obliged to give any such consent or give any reason in respect of refusal to give any consent.

9.3 Effect of assignment or notice of retirement/withdrawal : In case of a Partner either tendering resignation or making any assignment contrary to the aforesaid provisions, he shall cease to be a partner of the Firm and the consequences as applicable to former partner as hereinafter provided shall apply.

9.4 Death or Disqualification of Partner: On the Disqualification of any Partner, the LLP shall not dissolve.

9.4.1 In the event of death or insanity of any Partner who is a natural person, the legal heirs or representatives or any one of them as nominated by the legal heirs or the executor or administrator, as the case may be of the deceased or insane partner, may be admitted to the partnership in place of the deceased or insane partner and on the same terms and conditions as applicable to the deceased or insane partner Provided that until such induction, no such legal heir or representative, executor administrator shall have any

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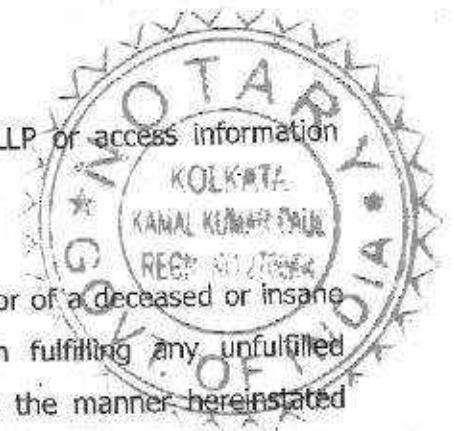
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right to participate in any manner in the activities of the LLP or access information concerning the transactions of the LLP.



9.4.2 In case no heir, legal representative executor, or administrator of a deceased or insane partner desires to join in the partnership business upon fulfilling any unfulfilled obligation or liability of the deceased or insane partner in the manner herein stated within 30 days of the LLP giving them notice to so join, the deceased or insane partner shall thenceforth cease to be a partner of the firm and the consequences as applicable to former partner as hereinafter provided shall apply.

9.5 **Expulsion of Partner and termination of his partnership:** If any Partner :-

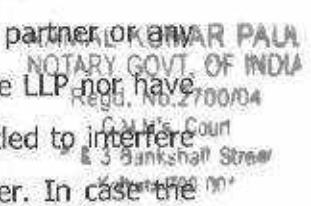
- (a) commits a breach of any of the provisions of this Agreement or any subsequent modification thereof; or
- (b) is charged with any criminal offence or for an offence of moral turpitude or does or suffers any act which would be a ground for the dissolution of the LLP by the Court/ Tribunal,

it shall, in such a case, be lawful for the other Partners by notice in writing to the offending or incapacitated Partner to expel/terminate such Partner and the consequences as applicable to former partner as hereinafter provided shall apply.

9.6 **Cessation of partnership of a partner:** A partner shall cease to be a partner of the LLP if he applies to be adjudged as a bankrupt or insolvent or is declared as bankrupt or insolvent or if the partner is not a natural person, on its bankruptcy or insolvency or winding up or liquidation or dissolution or non existence as a legal entity. Such cessation shall not discharge the concerned partner from his obligation to the LLP or to the other partners or any other person while such partner was a partner of the LLP.

9.7 **Consequences of cessation of partnership of a partner:**

9.7.1 On the Distribution Date and finalization of accounts of the LLP pursuant thereto, an amount equal to the actual capital contribution of partner ceasing to be partner under the several provisions hereof after the deductions of (a) the dues and liabilities, if any, of the such partner to which he would have been liable, if he were to continue to remain as partner of the LLP until such finalization of accounts, (b) any interest or damages payable by the such partner to the LLP or other partners or third parties related to the LLP or the Project, shall be paid by the LLP to the person entitled to the share of the partner ceasing to remain partner. A partner ceasing to remain as such partner of the LLP shall not have any share in the profits of the LLP nor have any say in the conduct of business of the LLP and shall also not be entitled to interfere in the management of the LLP in any manner whatsoever or howsoever. In case the amount of deductions to be made as stated above is more than the actual capital or



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other contribution of the ceasing partner, the ceasing partner or any person entitled to his share shall be liable to pay the deficit forthwith and within 7 days of being demanded by the LLP.

9.7.2 Without affecting the obligations and liabilities whatsoever of the partner ceasing to remain partner as stated herein, the other partners shall, immediately upon cessation of the partnership of the such partner, be entitled to subscribe to the share of such partner or to bring new partner/s in place of the former partner in such manner and to such extent as the continuing partners may deem fit and proper.

9.8 **Other effects of cessation:** The cessation of a Partner/Designated Partner from a LLP shall not by itself discharge the Partner from any obligation towards the LLP or to the other Partners or to any other person which he incurred while being a Partner/ Designated Partner.

Article 10 - BOOKS OF ACCOUNTS

10.1 Business to be carried out in the name of LLP:

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

10.2 Accounting of LLP expenses:

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

10.3 LLP receivables:

All moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the Designated Bank to the credit of the account of the LLP, except such amount of cash sum(s) as are immediately required to meet the current expenses of the LLP.

10.4 Maintenance and audit of books of account:

The accounts of the LLP shall be maintained according the accounting year (April to March), and a Statement of Account and Solvency shall be drawn of all the capital assets and liabilities of the LLP, as at 31st March in each year and, if required by the LLP Act/Rules, the Statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of this Agreement and applicable provisions of the LLP Act.

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10.5 Place of maintenance of books of account:

The LLP shall maintain its books of accounts and other books at the registered office of the LLP. Such books shall be updated in a regular manner and shall not be removed from the registered office without the consent of all the Partners.



10.6 Approval of accounts:

The accounts of the LLP as on 31st March each year shall be approved by all the Partners of LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of Partners.

10.7 Basis of maintenance of accounts:

Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP as conducted in each financial year. Such books and records shall be maintained on an accrual basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or the Rules; or by the Institute of Chartered Accountants of India; or any other competent authority.

Article 11 - STATUTORY RECORDS AND FILINGS

11.1 Maintenance of records:

The LLP shall keep at its registered office:

- a. A current list of the full name and last known business, residence or mailing address of each Partner and Designated Partner in alphabetical order;
- b. Copies of this LLP Agreement, and all amendments and modifications hereto;
- c. Copies of the income-tax returns and reports of the LLP, if any;

11.2 Annual filing:

The 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 its financial year, in the form prescribed under the LLP Act.

Article 12 - STATUTORY AUDITORS

12.1 Appointment by Designated Partners:

Upon reaching the prescribed threshold limit of contribution or turnover for appointment of auditor, as provided under the LLP Act/Rules, the Designated Partners shall, by passing a resolution at their meeting, appoint the first statutory auditor within three months of reaching the above threshold limit, to audit the accounts of the LLP.

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Further, in case of resignation/death or removal of auditor, the Designated Partners may appoint the statutory auditor to fill the vacancy.



12.2 Appointment by Partners:

In case the Designated Partners fail to appoint a first statutory auditor as above, the Partners may, through a resolution passed at their meeting appoint an auditor. Further, any subsequent appointment (including re-appointment of the existing auditor) of auditor shall be made by the Partners in their annual meeting, in which Statement of Account and Solvency are to be considered and approved.

12.3 Audit Fee:

The fee to be paid to the statutory auditor shall be collectively decided by the Designated Partner(s), subject to such restrictions as may be imposed by the Partners through a resolution passed at their meeting.

12.4 Qualification for appointment as Auditor:

A person shall not be qualified to be appointed as statutory auditor of the LLP unless he is a Chartered Accountant in practice. A firm or Chartered Accountants in practice or a Limited Liability Partnership formed exclusively by Chartered Accountants in practice may also be appointed as statutory auditor, subject to the permissibility thereof by their governing body, the Institute of Chartered Accountants of India.

12.5 Appointment on annual basis:

An auditor of a LLP shall be appointed for each financial year of the LLP for auditing its accountants. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period:

- a. New auditors are appointed, or
- b. He is re-appointed.

12.6 Effect of failure to appoint auditor:

Where no auditor has been appointed as above, any auditor holding the office of statutory auditor shall be deemed to have been re-appointed, unless the majority of Partners have determined that he should not be re-appointed and have given a notice to this effect to the LLP.

Designated Partner / Authorized Signatory

PRABHA HIGHRISE LLP
Kunal Kumar Paul

Article 13 - PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS

13.1 Salaries and drawings:

13.1.1 None of the Partners, except the Designated Partners, shall receive any salary/remuneration for services rendered to the LLP unless decided by the Partners by three fourth majority.

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Regd. No. 2700/04
53 Bankhall Street
Kolkata

PRABHA HIGHRISE LLP

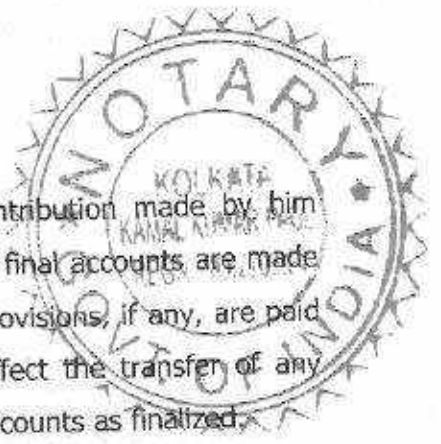
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PRABHA HIGHRISE LLP

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Designated Partner / Authorized Signatory

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Designated Partner / Authorized Signatory



13.1.2 **Withdrawals:** None of the partners shall withdraw the contribution made by him towards the 'capital account' till the Distribution Date and the final accounts are made in respect of the same and the dues and liabilities including provisions, if any, are paid or accounted for. However nothing contained herein shall affect the transfer of any amounts to the capital of the partners on the basis of annual accounts as finalized.

13.2 Finalization of Accounts and Profit Sharing

13.2.1 The net profits of the LLP as on the Distribution Date, arrived at after payment of all applicable taxes, providing for all expenses and outgoings relating to its business, loans and payments/provision for interest on the loans whether given by the Partners or obtained from any other source shall be divided in the proportion specified in SCHEDULE 5 of this Agreement provided that in case the proportions specified in Schedule 5 change hereafter, then the division shall be on the basis of the changed proportions.

13.2.2 It is clarified that after repayment of loans of any banks or financial institutions, the repayment of additional contributions brought in by the partners in terms hereof with applicable interest thereon shall be paid back first before repayment of any other loans paid or procured by the partners in the LLP.

13.2.3 Save as provided herein no partner shall, without the prior written consent of all the partners, sell, mortgage, charge, encumber, gift, alienate and/or otherwise deal with its share in the LLP or any part thereof.

13.3 **Distribution of Profits:** The following terms and conditions shall govern the parties for distribution of the profits:-

13.3.1 Till the Distribution Date any amount transferred to the Capital Account of any partner on the basis of the finalization of annual accounts shall be deemed to be provisional and subject to variations as on the finalization of accounts as on the Distribution Date;

13.3.2 In case any sum is kept as provision for contingent or future obligations or liabilities of the LLP, then the partners shall not withdraw their respective shares of such provisional sum for the period decided by the Designated Partners.

13.3.3 For the purpose of accounting and distribution the value of unsold areas or future receivables or payables as on the date of Distribution Date shall be taken on the then prevalent market value thereof.

13.3.4 On the Distribution Date, if it is found that the dues and Liabilities of any partner towards the other partners or towards the LLP are not fully adjusted out of the amounts lying in his capital account or from his share in the Profits, then the shortfall with interest if and as applicable shall be paid by the such partner to the other partners or to the LLP within 90 days of the finalization of accounts. This shall be without prejudice to any other rights of the other partners or the LLP.

13.3.5 **Distribution Date:** For the purpose of accounting and distribution as aforesaid, the Distribution Date shall mean the construction of the Building Complex and transfer of all Transferable Areas therein and receipt of realizations in respect thereof and an

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Prabha Highrise

Designated Partner / Authorised Signatory

PRABHA HIGHRISE LLP

Jagan Kishor
Designated Partner / Authorised Signatory

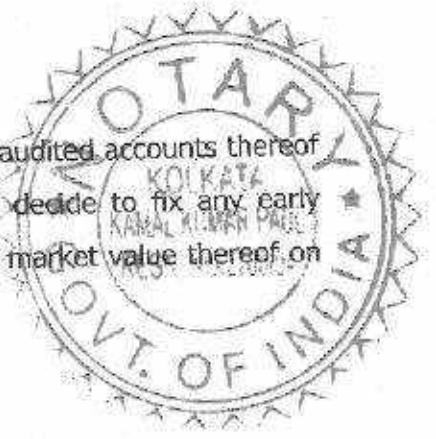
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Designated Partner / Authorised Signatory

additional 60 days therefrom for preparation and finalization of audited accounts thereof. Provided that if the parties by three fourth majority consent decide to fix any early Distribution Date, then any unsold areas shall be valued at the market value thereof on the material date.



Article 14 - RIGHTS OF PARTNERS

14.1 Right to take part to business:

Every Partner of PRABHA HIGHRISE LLP shall have the right to take part in conduct of business of the LLP.

14.2 Rights, title and interest in asserts and properties:

14.2.1 In the event of any distribution, all Partners shall have the rights, title and interest in all the assets and properties in PRABHA HIGHRISE LLP. Such rights, title and interest shall be in the proportion of their respective capital contribution.

14.2.2 However, if a Partner becomes insolvent during his tenure as a Partner in PRABHA HIGHRISE LLP his rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

14.3 Right to access and inspect books:

All the Partners shall have the right to access, inspect and copy and books of PRABHA HIGHRISE LLP.

14.4 Right to continue independent business:

Each of the Partners of PRABHA HIGHRISE LLP shall be entitled to initiate or carry on an existing, separate and independent business only if the said business does not hamper the business of PRABHA HIGHRISE LLP. The said Partner shall not use the name of PRABHA HIGHRISE LLP to initiate or carry on such business.

14.5 Right to recover debt due:

If any Partner advances any sum of money to PRABHA HIGHRISE LLP over and above his due contribution to capital, the same shall be a debt due from PRABHA HIGHRISE LLP to the Partner advancing the same and shall carry simple interest at the rate as decided by the Partners unanimously.

Article 15 - DUTIES OF PARTNERS

15.1 Fiduciary duties:

Each Partner of PRABHA HIGHRISE LLP shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

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PRABHA HIGHRISE LLP

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PRABHA HIGHRISE LLP

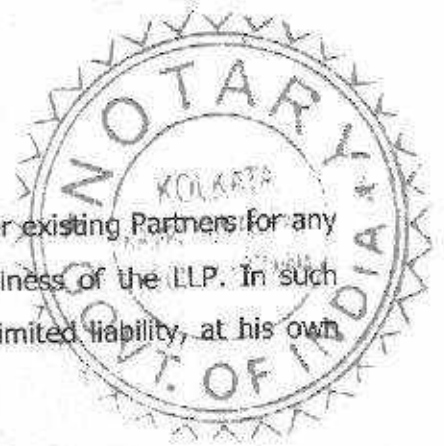
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15.2 Duty to indemnify loss caused by fraud:

The defaulting Partner(s) shall indemnify the LLP and the other existing Partners for any loss caused to it by his fraud/fraudulent conduct of the business of the LLP. In such case, the partner/designated partner involved shall carry unlimited liability, at his own risks.

15.3 Duty to pay back personal profits earned by Partners:

If any Partner of PRABHA HIGHRISE LLP derives any profit for him without the consent of the LLP from any transaction concerning the LLP, or from use of the property or business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

15.4 Confidentiality of partnership information:

- (a) Disclosure of a Partners' confidential information to any of the officers, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.
- (b) Each Partner shall exercise the same standard of prudence and diligence, but not less than a reasonable standard of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.
- (c) Within sixty days following termination or expiration of this Agreement each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of documents.

15.5 Any employee who has access to confidential information of another Partner is liable to maintain such information in confidence and not to use such information except as expressly permitted in this Agreement. Each Partner hereby agrees to enforce confidentiality obligations by which its employees and consultants are bound.

15.6 Other duties

15.6.1 No Partner shall without the written consent of other Partners;

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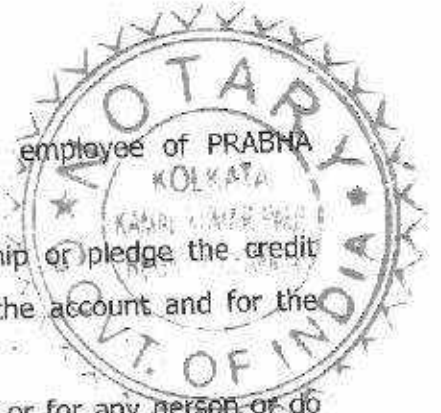
Page 20 of 31 Designated Partner / Authorized Signatory

Designated Partner / Authorized Signatory

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24 JUN 2019

PRABHA HIGHRISE LLP
Designated Partner / Authorized Signatory



- (i) Engage or except for gross misconduct, dismiss any employee of PRABHA HIGHRISE LLP;
- (ii) Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business to the account and for the benefit of PRABHA HIGHRISE LLP;
- (iii) Enter into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the Designated Partners in the ordinary course of the business shall be outside the purview of this clause;
- (iv) Assign, mortgage or charge any asset or property of the LLP. However, the Partners shall have right to assign/transfer their share of profits and losses in the LLP as well as to receive distribution in the LLP, in full or in part;
- (v) Lend money or give credit on behalf of PRABHA HIGHRISE LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.
- (vi) Every partner shall disclose his personal interest, if any, in any contract, business deal or arrangement with the LLP;
- (vii) Each of the partners hereof shall discharge its separate and/or private debts and/or liabilities if any and shall always keep the LLP and the other partners hereof clear, acquitted, exonerated and free from all or any losses and/or damages for any of its separate and/or private debts and/or liabilities.

15.7 Liability of Partners to make good losses incurred in certain cases:

Any loss incurred through breach of the provisions mentioned above shall be made good to PRABHA HIGHRISE LLP by the Partner whose conduct caused the LLP to incur the same.

Article 16 - PARTNERS' RELATIONS, AUTHORITIES, RESTRICTIONS AND LIMITATION OF LIABILITIES

16.1 Inter se relation among Partners and their relation with the LLP:

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

16.2 Restriction on authority:

No Partner shall:

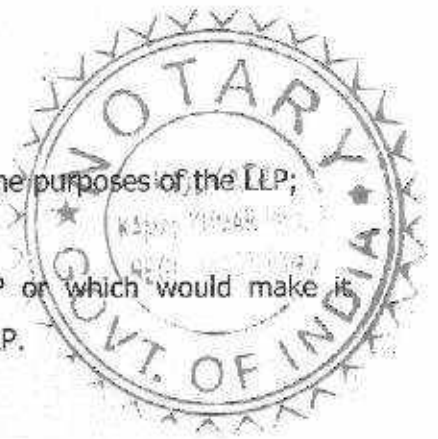
- a. Have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the purpose of the LLP;

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- b. Use the LLP name, credit, or property for other than the purposes of the LLP;
- c. Do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

16.3 Prohibited acts:

Except as otherwise expressly provided in an Agreement, Partners or Designated Partners of the LLP and other employees of the LLP shall not compete with the LLP in the conduct or winding up of the activities of the LLP.

16.4 Extent of Partner's liability:

The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this Agreement.

Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other Partner, if such deficits occur.

16.5 Protection to Partners by LLP:

The 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 LLP, except for the gross negligence or willful misconduct of the Partner or the officer(s) seeking indemnification.

16.6 LLP not to be bound by certain acts:

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

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

Article 17 - CONSEQUENCES OF BREACH OF COVENANTS

17.1 Default in performance of obligations by Partners:

If a Partner materially defaults in the performance of his obligations under this Agreement, and such default is not cured within 7 days after notice of such default is given by the LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 7 days after notice of such default is given by a

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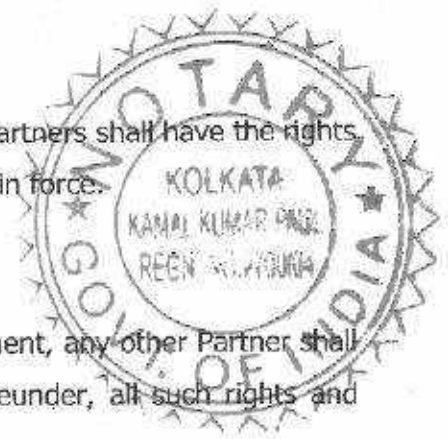
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PRABHA HIGHRISE LLP
Designated Partner / Authorised Signatory

Partner to the defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement and/or as per law in force.



17.2 Available rights and remedies:

If a Partner fails to perform its obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

17.3 Waiver or consent to breach:

No consent or waiver, express or implied, by a Partner of any breach or default by other Partner in the course of performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner, Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under this Agreement.

17.4 Remedy for material breach:

If a material breach of this Agreement is committed by a Partner, then the scope of cure of such breach shall be conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the arbitrator that the material breach did occur and a satisfactory remedy cannot be instituted for such breach, then the Partner serving notice to the defaulting Partner has the right to request dissolution of the LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting partner(s) would be in addition and without prejudice to his/their right to seek indemnification under Article 21 of this Agreement.

Article 18 - TITLE TO PROPERTY

18.1 All properties of the LLP shall be held and registered, where necessary, in the name of the LLP.

Article 19 INDEMNIFICATION

19.1 Indemnification by, and between, the Partners:

Neither Partner shall indemnify the other Partner(s) or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("Indemnitees") for any loss, claim, damage, liability or action except to the extent resulting from his gross negligence, misconduct, willful wrong doing or breach of his obligation(s) in terms of Article 19 of this Agreement. This provision does not seek to limit other remedies available to the Partners under the existing laws.

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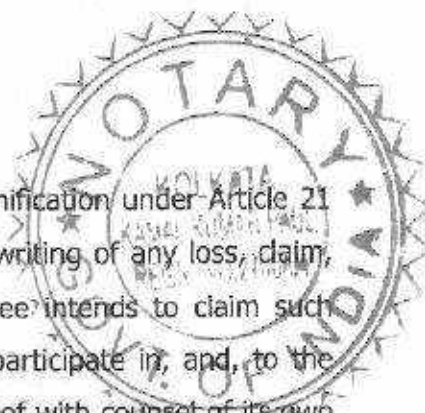
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Harish
Giri
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PRABHA HIGHRISE LLP
Jagan Prasad
Designated Partner / Authorized Signatory

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19.2 Procedure for indemnification:

An indemnity (the "Indemnitee") that intends to claim indemnification under Article 21 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.

19.3 Limitation of indemnity:

The provisions 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), if prejudicial to his/its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitee under this Article.

The Partner or Designated Partner with the consent of all the Partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding-up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve the LLP as required by the LLP Act and/or the Rules.

19.4 Co-operation:

At the Indemnitor's request, the Indemnitee under this Article 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 this indemnification and provide full information with respect thereto.

19.5 Payment of legal costs by LLP:

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

19.6 Notice of Indemnification and payment of legal costs:

Any indemnification of, or payment of legal costs to, a Partner or a Designated Partner or any other employee in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP, shall be reported in writing to the Partners.

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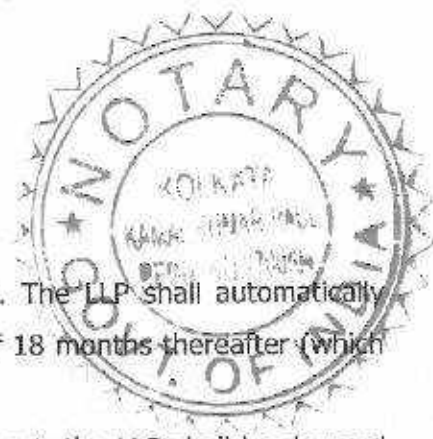
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Article 20 - WINDING UP AND DISSOLUTION

20.1 Compulsory winding up

The LLP has been constituted specifically for the Project. The LLP shall automatically stand dissolved on completion of the Project and expiry of 18 months thereafter (which shall be the Closure Date).

20.1.1 Notwithstanding anything contained in this Agreement, the LLP shall be deemed to be dissolved in the following cases:

20.1.2 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;

20.1.3 Partner's non-economic right (viz. right to take part in the management, etc.) is transferred to a third party without the approval of the existing Partners;

20.1.4 LLP is unable to pay its debts;

20.1.5 It has acted against the interest of the sovereignty and integrity of the courts, the security of the State or public order;

20.1.6 It has defaulted in filing the statement of Account and solvency with the Registrar of Companies for any five consecutive financial years

20.2. Voluntary winding up

The LLP may be wound up if the National Company Law Tribunal is of the opinion that it is just and equitable to do so. The LLP shall be wound up pursuant to the terms and conditions contained in this Agreement and the provisions of the LLP Act upon a decision to dissolve the LLP taken by the Partners by a three fourth majority.

20.3 Appointment of Liquidator:

Upon the occurrence of an event of dissolution as defined in the LLP Act or in this Agreement, that would trigger winding-up action, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets in the manner prescribed in the LLP Act and Rules.

The Partner or Designated Partner with the consent of all the Partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding-up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve the LLP as required by the LLP Act and/or the Rules.

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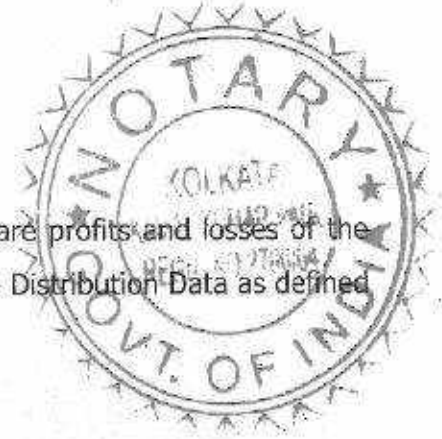
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20.4 Status during liquidation:

During the course of liquidation, the Partners shall continue to share profits and losses of the LLP but there shall be no cash distributions to the Partners until the Distribution Date as defined in Article 22.5 hereof.

20.5 Distribution post Liquidation:

Liquidation shall continue until the affairs of the LLP are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for. When the liquidator has determined that there can be a final accounting, the liquidator shall fix a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceases to be a going concern, or if later, ninety days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP. The net proceeds of liquidation of the LLP shall be distributed to the Partners as provided in Article 22.6 hereof not later than the said Date.

20.6 Appropriation of proceeds of liquidation:

Subject to provisions of the LLP Act, upon the winding up and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

- First, to pay all expenses of liquidation and winding up;
- Second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
- Third, to pay all debts of the LLP owing to a Partner; and
- To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners in proportion of their respective profit sharing ratio.

Article 21 - General provisions

21.1 Amendment, repeal or modification:

Subject however to any contrary provisions in the LLP Act, this Agreement may be amended only by the affirmative vote or (all the) the partners (it may be changed on case-to-case basis and depending on the circumstances). Any such amendment shall be in writing and shall be duly executed.

PRABHA HIGHRISE LLP
Harish
G. S. S.
Designated Partner / Authorized Signatory

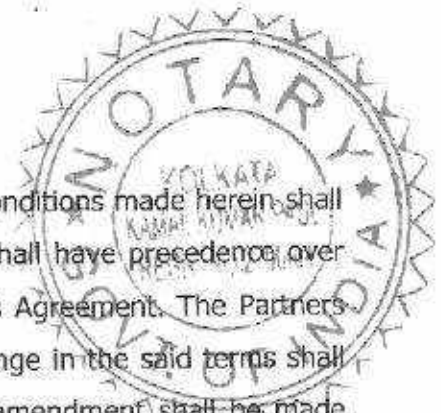
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21.2 Binding effect:

Subject to the provisions of this Agreement, the terms and conditions made herein shall supercede those contained in the previous agreement and shall have precedence over any other Agreement concluded before the execution of this Agreement. The Partners shall be bound by the terms of this Agreement and any change in the said terms shall be expressly reflected in this Agreement and the required amendment shall be made only with the consent (of all the Partners) and in writing;

21.3 Construction:

This Agreement shall be construed as per the provisions of the LLP Act and other laws, notifications, circulars and rules for the time being in force in India.

21.4 Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorised signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

21.5 Notices:

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by email, express counter, registered/speed post or facsimile.

21.6 Severability:

If one or more provisions of this Agreement are held by a proper Court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be served here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

21.7 Waiver:

No part of this Agreement shall be deemed to have been waived by any Partner or any other person thereof unless such statement of waiver is submitted in writing by the Partner or such person seeking the waiver and shall be subject to unanimous consent of the remaining or all the Partners as the case may be.

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21.8 Dispute Resolution:

In case of any dispute or differences among the Partners or between the Partners and the legal heirs/representatives of the deceased Partner or between Partners and LLP

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Prabha Highrise
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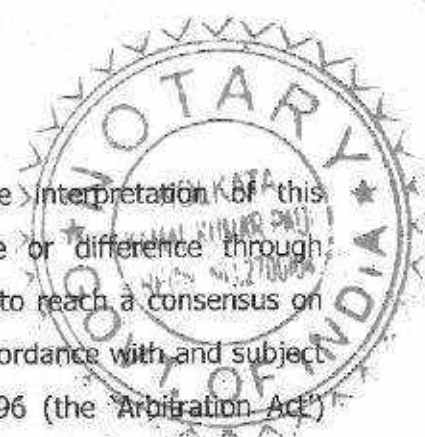
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whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through arbitrator, if the parties agree upon one, or if the parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and subject to the provisions of the 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 parties to the dispute.

21.9 Entire agreement:

Subject to the provisions of this Agreement, the Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the Partners as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the Partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligation or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither of the Partners can assign this Agreement or the rights and obligations thereunder to another party without the prior written consent of the other Partner.

21.10 Savings:

In the absence of any specific provision to the contrary, nothing in this Agreement shall be deemed to limit or otherwise affect any special or local law now in force or any special jurisdiction or power conferred, or any special form of procedure prescribed, by or under any other law for the time in force.

21.11 Governing law:

This Agreement shall be governed by the laws of India which are in force and which may be enacted by the Government of India from time to time.

21.12 Jurisdiction:

Subject to the provisions mentioned hereinbefore, competent courts in the State of West Bengal shall have exclusive jurisdiction to adjudicate over matters relating to or arising out of the present Agreement.

The parties to this Agreement have signed this Agreement on the day and year and at the place mentioned hereinabove.

RAJESH KUMAR
NOTARY PUBLIC, GOVT. OF INDIA
Reg. No. 2780/04
C.M.'s Court
2 & 3 Bankshall Street
Kolkata, West Bengal

PRABHA HIGHRISE LLP

Prabha Highrise

Designated Partner / Authorised Signatory

PRABHA HIGHRISE LLP

Jagan Prasad
Designated Partner / Authorised Signatory

PRABHA HIGHRISE LLP

[Signature]
Designated Partner / Authorised Signatory

PRABHA HIGHRISE LLP

[Signature]
Designated Partner / Authorised Signatory

Signed and delivered by the

			
HARISH KUMAR GIRIA	SAGAR KUMAR GIRIA	PRADEEP BAID	CHIRAG BAID

Witness:

1. Amit Singh
2. Baishorab Seth 1st Lane, Kol-6
2. Anamika Pal
140 A, Keshab Ch. Sen Street Kol-9
3. Durg Shermu
B2/12 Kalingan, Santoshpur, Kol-66
4. Rasive Kumar Sinha
Rasmit, Nandan Pouch, Kol-41.



SCHEDULE 1

NAME OF PARTNERS

Sl. No.	NAME OF PARTNER	AGE (yrs.)	ADDRESS	E-mail ID
1.	HARISH KUMAR GIRIA	32	CD-35, SECTOR - I, SALT LAKE CITY, KOLKATA - 700 064	harishkumargiria@gmail.com
2.	SAGAR KUMAR GIRIA	29	CD-35, SECTOR - I, SALT LAKE CITY, KOLKATA - 700 064	girasagar89@gmail.com
3.	PRADEEP BAID	53	CLUB TOWN HOUSING COMPLEX, BLOCK-2, FLAT NO - 4AB, VIP ROAD, TEGHORIA, OPPOSITE HALDIRAM PURE FOOD, KOLKATA - 700052	pradeepbaid15@gmail.com
4.	Chirag Baid	25	CLUB TOWN HOUSING COMPLEX, BLOCK-2, FLAT NO - 4AB, VIP ROAD, TEGHORIA, OPPOSITE HALDIRAM PURE FOOD, KOLKATA - 700052	pradeepbaid15@gmail.com

PRABHA HIGHRISE LLP

Chirag Baid

Designated Partner / Authorised Signatory

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2708/04
C.M.'s Court
8/3 Bankshall Street
Kolkata-700 004

PRABHA HIGHRISE LLP

PRABHA HIGHRISE LLP

PRABHA HIGHRISE LLP


Designated Partner / Authorised Signatory


Designated Partner / Authorised Signatory


Designated Partner / Authorised Signatory

24 JUN 2019

SCHEDULE 2

NAME OF DESIGNATED PARTNERS

Sl. No.	NAME OF PARTNER	DIN \ DPIN
1	HARISH KUMAR GIRIA	00433387
2	SAGAR KUMAR GIRIA	03223640
3	PRADEEP BAID	00212471
4	CHIRAG BAID	07463577



SCHEDULE 3

BUSINESS OF THE LLP

Main Business

To develop the said Property under and pursuant to the Development Agreement and carry out the Project including and sale of the allocation of the Developer and management of the building complex and all rights and obligations of the Company under or arising out of the said Development Agreement and in connection therewith:

(a) To carry on in India or elsewhere, either alone or jointly with one or more persons, government, local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, architectural engineer, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, subcontractor, turnkey contractor and manager of all types of constructions & developmental work in all its branches for the Project such as building, common areas, water proofing works, water-harvesting systems, foundation works, sanitary works, power supply works, complexes, housing projects and other similar works and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of building materials, goods, plants, machineries, equipments, accessories, parts, tools, fittings, articles, materials and facilities of whatsoever nature and to do all incidental acts and things necessary for the attainment of the foregoing objects.

(b) To acquire, purchase, exchange, hire, buy, sell, conduct, build, develop, promote, execute, undertake, contract, maintain, manage, run, model, remodel, erect,

KAMAL KUMAR PAUL
NOTARY PUBLIC
REGD. NO. 2700/04
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Kolkata - 700 014

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PRABHA HIGHRISE LLP
Sagar Giria
Designated Partner / Authorised Signatory

PRABHA HIGHRISE LLP
Pradeep Baid
Designated Partner / Authorised Signatory

PRABHA HIGHRISE LLP
Chirag Baid
Designated Partner / Authorised Signatory

24 JUN 2019

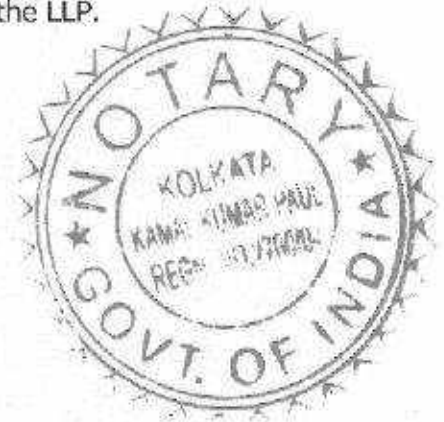
demolish, alter, furnish, improve, enlarge, pulling down, decorate or otherwise deal in lands, buildings, commercial complexes, residential complex, office building, houses, flats, apartments, library, dairy farms, agro projects and all other kinds of immovable properties.

The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such above business of the LLP.

SCHEDULE 4

CAPITAL CONTRIBUTION BY PARTNERS

Sl. No.	Name of the Partner	Cash or in Kind	Value (₹)	%age
1	HARISH KUMAR GIRIA	CHEQUE	30,000/-	30.00
2	SAGAR KUMAR GIRIA	CHEQUE	30,000/-	30.00
3	PRADEEP BAID	CHEQUE	20,000/-	20.00
4	CHIRAG BAID	CHEQUE	20,000/-	20.00



SCHEDULE 5

PROFIT SHARING

Sl. No.	Name of the Partner	%age
1	HARISH KUMAR GIRIA	30.00
2	SAGAR KUMAR GIRIA	30.00
3	PRADEEP BAID	20.00
4	CHIRAG BAID	20.00

ATTESTED BY ME

 KAMAL KUMAR PAUL
 NOTARY Govt. of India
 REGD NO 2700/04

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No.2700/04
 C.M.'s, Court
 * 43 Bankshall Street
 Kolkata-700 001

24 JUN 2019

SCHEDULE 6

PROPERTY AT CHAKPANCHURIA

All that piece and parcel of land admeasuring 83 satak or 0.83 acre more or less comprised in R.S. and L.R. Dag Nos. 462, 463 and 465 in Mouza Chakpanchuria, J.L. No. 33, Police Station New Town (formerly Rajarhat), Kolkata-700156 in the District of North 24 Parganas.

PRABHA HIGHRISE LLP

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