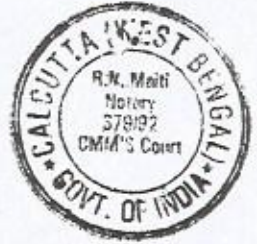


SL. NO.....105.....2014.



Notarial Certificate

To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal), 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 by the executant's.

Designated Partner of "Avisi Projects LLP,"
at 33A, Chaurinaghee Road, 4th Floor,
Suit NO. 1-3, Kolkata - 700071.

R.N. Maiti
Notary
Regn. No. 379/92

hereinafter referred as the, executant's on this the 26th day of September in the year Two Thousand fourteen. The "executant's" having admitted the execution of the Paper Writing "A" and being satisfied as to the identify of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHEREOF I, The said Notary, have hereunto subscribed my name and affixed my seal of office this 26th day of September 2014.



R.N. Maiti
R. N. Maiti
Notary 26.9.14
Govt. Of India
Regn. No. 379/92
C.M.M'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001

CL NO. 105/2014.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



T 218250

LLP AGREEMENT

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

Conversion from a Partnership Firm to a Limited Liability Partnership

ANNEXURE 'A'

AVISHI PROJECTS LLP

This Agreement of Limited Liability Partnership is entered at Kolkata on 28th day of August, 2014 (Twentyeighth day of August of the year Two Thousand and Fourteen) BETWEEN (1) SRI ADITYA BANKA (DIPIN 00394595) son of Sri Ram Niranjana Banka permanently residing at 6, Pallygunge Park Road, Kolkata - 700 019 which expression shall, unless it be repugnant to the subject or context thereof, include legal heirs, successors, nominees and permitted assignees and herein after called as **FIRST PARTY**, (2) MUKTAMANI VANIJYA PRIVATE LIMITED, (CIN U51109WB2006PTC108438) a Company incorporated under the Companies Act, 1956, having its Registered Office at 34F, B.T. Road, Kolkata 700002 through its Nominee Sri Surendra Kumar Sarangi (DIPIN 00480179) which expression shall, unless it be repugnant to the subject or context thereof, include legal heirs, successors, nominees and permitted assignees and herein after called **SECOND PARTY**. (3) SMT SARIKA BANKA (DIPIN 00251855) daughter of Sri Surendra



Anshuman Banka Sarika Banka

FOR MUKTAMANI VANIJYA PRIVATE LIMITED

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21 AUG 2014	
High Court at Sarkar Court, A.S	

As per Sarkar
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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



ANNEXURE 1A

T 658310

Ashuman Banta

Banta

Sarika Banta

V. Banta



FOR UKTAMANI VANIJYA PRIVATE LIMITED

Saraf
DIRECTOR

350031

Serial No.....

Name.....

Address.....

71, Park Street, (Post No.-14)
Kolkata - 700016

25 SEP 2014

Date.....
Licensed Stamp Vendor
S. SARKAR

Aditya Banka:

6, Ballygunj Pk. rd.
Kolkata-19.

ANNEXURE 2

Kumar Saraogi permanently residing at 6, Ballygunge Park Road, Kolkata – 700 019 which expression shall, unless it be repugnant to the subject or context thereof, include legal heirs, successors, nominees and permitted assignees and herein after called as **THIRD PARTY**. (4) SHRI ANSHUMAN BANKA son of Sri Aditya Banka permanently residing at 6, Ballygunge Park Road, Kolkata – 700 019 which expression shall, unless it be repugnant to the subject or context thereof, include legal heirs, successors, nominees and permitted assignees and herein after called as **FOURTH PARTY**, (5) MISS VIDISHA BANKA daughter of Sri Aditya Banka permanently residing at 6, Ballygunge Park Road, Kolkata – 700 019 which expression shall, unless it be repugnant to the subject or context thereof, include legal heirs, successors, nominees and permitted assignees and herein after called as **FIFTH PARTY**.

THE FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS & THE THIRD, FOURTH AND FIFTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS:

FIRST, SECOND, THIRD, FOURTH and FIFTH Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 by way of conversion of an existing Partnership Firm (RUBY DEVELOPERS) and that they intend to put into writing the terms and conditions of the said formation.

RUBY DEVELOPERS is existing partnership Firm registered with the Registrar of Firms, West Bengal pursuant to the Indian Partnership Act, 1932 (Act IX of 1932) under Registration No. L78291 dated 09.12.2013 consisting of following 5 partners:

1. Sri Aditya Banka.
2. Muktamani Vanijya Private Limited.
3. Smt Sarika Banka.
4. Sri Anshuman Banka.
5. Miss Vidisha Banka.

has been converted into Limited Liability Partnership

Anshuman Banka Sarika Banka V. Banka

FOR MUKTAMANI VANIJYA PRIVATE LIMITED

Saraogi DIRECTOR



NEXURE

AVISHI PROJECTS LLP is a Limited Liability Partnership on conversion of aforesaid Partnership firm 'RUBY DEVELOPERS'. All the 5 partners of Ruby Developers and no one else are the designated partner/partner of AVISHI PROJECTS LLP as detailed below:

- | | | |
|----|-----------------------------------|---------------------|
| 1 | Sri Aditya Banka | Designated Partner. |
| 2. | Muktamani Vanijya Private Limited | Designated Partner. |
| 3. | Smt Sarika Banka | Partner. |
| 4. | Sri Anshuman Banka | Partner. |
| 5. | Miss Vidisha Banka | Partner. |

NOW THIS LLP AGREEMENT WITNESSETH, RECORDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTNERS AS FOLLOWS:

1. NAME

The Limited Liability Partnership shall be carried on in the name and style of AVISHI PROJECTS LLP and herein after called LLP.

2. DURATION

The duration of the Limited Liability Partnership shall be at will or as may be decided by the unanimous decision of the partners and it has to be in writing.

3. COMMENCEMENT

This LLP Agreement shall commence and / or shall be deemed to have commenced on and from 28th day of August, 2014 (Twenty Eight day of August of the year Two Thousand and Fourteen)



Anshuman Banka Sarika Banka
FOR MUKTAMANI VANIJYA PRIVATE LIMITED

S. S. Ghosh
DIRECTOR

[Handwritten Signature]

V. Banka

ANNEXURE A

4. REGISTERED OFFICE

The LLP shall carry its business from Premises at 33A, Chowringhee Road, 4th Floor, Suite No.3, Kolkata 700071(Registered Office) or from such other address as the Partners of the LLP may decide from time to time.

4.1 The business of the LLP shall be to carry on the business of Builders, Developers and other Real Estate activities more fully and particularly described in the Schedule – I annexed herewith.

5. CAPITAL CONTRIBUTION :

5.1 The capital of the LLP shall be Rs. 10, 00,000/- (Rupees Ten Lac only) which will be contributed by the partners as under:

- i) 1st Party Sri Aditya Banka Rs.2,00,000/-
- ii) 2nd Party Muktamani Vanijya Private Limited Rs.3,00,000/-
- iii) 3rd Party Smt. Sarika Banka Rs.2 00,000/-
- iv) 4th Party Sri Anshuman Banka Rs.2,00,000/-
- v) 5th Party Miss Vidisha Banka Rs.1,00,000/-

The above contribution may be out of Partnership Contribution or in cash/cheque or movable/immovable property as decided by the partners.

The above capital of the LLP may be increased or decreased from time to time as decided by the Partners.

5.2 The Partners shall contribute from time to time as and when required such amounts by way of contribution to capital as may be deemed necessary or expedient for efficiently carrying on the business. Partners are not entitled to any interest on the amount of capital standing to his credit in the accounts of LLP.



Anshuman Banka Sarika Banka
FOR MUKTAMANI VANIJYA PRIVATE LIMITED
S. Saradhi
DIRECTOR

V. Banka

ANNEXURE

5.3 Any contribution made by a Partner in the LLP, over and above its contribution in the form of Floating Capital or otherwise shall be deemed to be a debt due from LLP to the Partner and shall bear a simple interest at the rate of 12% (Twelve) per cent per annum or any other rate as to be decided by the Partners. However, such interest payable/ paid to partners at no point of time shall exceed the maximum rate of interest allowable as per the provisions of Income Tax Act, 1961. Hence any payment over and above such statutory rate as provided in Income Tax Act, 1961 shall be refunded to the LLP.

6. DISTRIBUTION OF PROFIT /LOSS

The Net Profit / Loss of the LLP after debiting payment of remuneration to working Partners whether Designated Partner or Partners , interest to partners on the loan given by them and all expenses incurred shall be divided among the Partners in the following proportions according to their share in the contribution made as follows :-

- i) 1st Party Sri Aditya Banka ... Rs.20%-
- ii) 2nd Party Muktamani Vanijya Private Limited Rs.30%-
- iii) 3rd Party Smt. Sarika Banka Rs.20%
- iv) 4th Party Sri Anshuman Banka Rs.20%
- v) 5th Party Miss Vidisha Banka Rs.10%

7. REMUNERATION

The working Partners whether Designated Partner or Partner in the limited liability partnership who will actively engage themselves in carrying out the business activities shall be entitled to remuneration as may be decided by the partners subject to the provisions of the Income Tax Act, 1961.



[Handwritten signature]

Anshuman Banka Sarika Banka
FOR MUKTAMANI VANIJYA PRIVATE LIMITED

[Handwritten signature]
DIRECTOR.

V. Bamba

ANNEXURE A

8. PARTNERS

8.1 The Designated Partners of the LLP shall be:

SRI ADITYA BANKA and
SRI SURENDRA KUMAR SARAOGI Nominee of Muktamani Vanijya Private Limited.

8.2 The Partners of the LLP shall be:

SMT SARIKA BANKA
SRI ANSHUMAN BANKA
MISS VIDISHA BANKA

8.3 The Partners can change the Designated Partners by an unanimous decision.

The Designated Partners (hereinafter referred as 'DP') & the partners shall have the following powers and authorities.

- i) The DP shall deal with all regulatory clearances, sanctions and permission for the business of the LLP.
- ii) The DP shall be entitled to incur all expenses and expenditure necessary for the business of the LLP from the Capital, Non-Capital Contribution, including its contribution and all others incoming funds.
- iii) The Partners shall keep accounts of all receipts, payments and expenses in connection with the business of the LLP and shall present the same to the other Partners at such interval as may be mutually agreed.
- iv) Funds not required for current expenses as and when received are to be deposited into bank account to the credit of the LLP account.
- v) The bank account of the LLP shall be operated under the signature of anyone of the partners or otherwise as may be decided by the partners.
- vi) The Partners are authorized to borrow or raise or secure the payment of



Anshuman Banka Sarika Banka
FOR MUKTAMANI VANIJYA PRIVATE LIMITED

S. Saha
DIRECTOR.

B. Banerjee

V. Banerjee

money from any Scheduled Bank or Banks or any other person, firm, institution or body corporate for the purpose of the LLP's business from time to time in such manner and on such terms and conditions and with such rights, powers and privileges as the Partners may think fit in and proper and in such manner as may mutually be agreed by the LLP, its Partners and the Lender.

vii) The Partners / Person Authorized by Partners shall be entitled to appear before and represent on behalf of the LLP before any authority, court, tribunal, person, institution and other entity whatsoever or howsoever as may be required from time to time.

9. RIGHTS OF PARTNERS.

9.1. All the Partners hereto shall have the right, title and interest in all the assets and properties in the LLP in the proportionate share of their contribution.

9.2. Every Partner has a right to have access to and to inspect and copy any books of Accounts of the LLP.

9.3. Each of the partners hereto shall be entitled to carry on their own separate and independent business as they might be already carrying on or they may hereinafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto. However, the said Partner shall not use the name of the LLP to carry on the said business.

9.4. This LLP shall have perpetual succession. So, amalgamation succession, winding up, death, retirement or insolvency of any partner shall not dissolve this LLP.



Aneekumar Banerjee
FOR MUKTAMANI VANIJYA PRIVATE LIMITED

[Signature]
DIRECTOR

[Signature]
V. Banerjee
Sanika Banerjee

10. DUTIES OF PARTNERS.

- 10.1. Every Partner shall have account to the LLP for any benefit derived by the partner without the consent of this LLP from any transaction concerning the LLP, or from any use by it of any Property, name or any business connection of this LLP.
- 10.2. Every Partner shall indemnify the LLP and the other existing partner for any loss caused to it by its fraud in the conduct of the business of the LLP.
- 10.3. Each Partner shall render true accounts and full information of all things affecting the LLP to any partner or his legal representatives.
- 10.4. In case any of the Partners of the LLP desires to transfer or assign his right, interest or shares in the LLP he has to offer the same to the remaining partners in writing and duly acknowledged by giving 15 (fifteen) days' notice was duly declaring the sale price. In the absence of any communication in writing by the remaining Partners within 15 days of the intimation the concerned partner can transfer or assign his share in the market to any other person not less than the value so intimated to the other partner.
- 10.5. Each Partner shall punctually pay and discharge the separate debts and engagement and indemnify the other Partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

11. RESTRICTIONS ON PARTNERS:

- No partner shall without the written consent of other partners:
- 11.1. 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 this LLP.



Anshuman Banerjee
 FOR MUKTAMANI VANIJYA PRIVATE LIMITED

S. S. Roy
 DIRECTOR.

W. Banerjee
W. Banerjee
 Sarika Banerjee

11.2 Enter into any bond or become surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP Property or any part thereof may be seized.

11.3 Assign, mortgage or charge its share in the LLP or any asset or property thereof or make any other person a partner therein.

11.4 Lend money or give credit on behalf of he 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 beach of provisions shall be made good with the LLP by the partner incurring the same.

11.5 Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other person.

11.6 Engage directly or indirectly in any business competing with that of the LLP

11.7 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.

12. MEETING:

12.1 All the matters related to the LLP as mentioned in this agreement 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.

12.2 The meeting of the Partners may be called by sending 15 (fifteen) days prior notice to all the Partners at their Registered Office / Residential Address or by e-mail as provided by the individual Partners in writing to the LLP.



Aushuman Banerjee
FOR MUKTAMANI VANIJYA PRIVATE LIMITED
DIRECTOR.

[Signature]
Banerjee
Sarika Banerjee

ANNEXURE A

- 12.3 The meeting of the Partners shall ordinarily be held at the Registered Office of the LLP or any other place as per the convenience of the Partners. With the written consent of all the Partners, a meeting of the Partners, may be conducted at any other place other than Registered Office, as well.
- 12.4 The LLP shall ensure that decisions taken by it are recorded in the minutes within 30 (thirty) days of taking such decisions and are kept and maintained at the registered office of the LLP.

13. INDEMNITY:

- 13.1 The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him:
 - i) in the ordinary and proper conduct of the business of the LLP; or
 - ii) in or about anything necessarily done for the preservation of the business or property of the LLP.
- 13.2 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, 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 officer seeking indemnification.

14. ADMISSION OF NEW PARTNERS:

- 14.1 A New Partner will not be introduced without the consent of all the existing partners. Such incoming partner shall give its prior consent to become a partner of the LLP.

Anshuman Baner *Sarika Baner*
 FOR MUKTAMANI VANIJYA PRIVATE LIMITED
S. Sareef
 DIRECTOR.

V. Baner


14.2 The contribution of incoming partner may be intangible, movable or immovable property and the incoming partner shall bring minimum contribution of such amount as may be decided by the partners.

14.3 The profit / loss sharing ratio of the incoming partner will be in proportion to its contribution to this LLP. However such profit / loss will be decided and as agreed upon between existing partners of this LLP.

15. CESSATION & EXPULSION OF PARTNERS

15.1 Any of the Partners may cease to be partner of the LLP by giving a notice in writing of not less than 30 (thirty) days to the other Partners of its intention to retire as Partner.

15.2 Majority of Partners cannot expel any partners except in the situation where any Partner has been found guilty of carrying of activity/ business of the LLP with fraudulent purpose.

16. EXTENT OF LIABILITY OF LLP.

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

- i) the partner in fact has no authority to act for the 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 LLP.

17. MISCELLANEOUS PROVISIONS.

- a) The books of accounts of the LLP shall be kept at the registered office of the LLP for the reference of all the partners.

Anshuman Banka

Savika Banka

FOR UKTAMANI VANIJYA PRIVATE LIMITED

[Signature]
DIRECTOR.

[Signature]

V. Banka



ANNEXURE



- b) The accounting year of this 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 LLP till 31st March of subsequent year.
- c) The accounts of the LLP shall be audited pursuant to the provisions of the Limited Liability Partnership Act, 2008 and Limited Liability Partnership Rules, 2009 by such Chartered Accountant as may be decided by the Board of Designated Partners from time to time.
- d) Disputes and differences by and between the Partners relating to or arising out of the Agreement shall be referred to the sole/joint arbitration of such person/persons as may be decided by the partners which shall be and be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996, which act shall govern the said proceedings. The Arbitration shall decide the venue, language, procedure and other aspects relating to the arbitration proceedings. The Arbitration shall be entitled to give speaking or non-speaking direction, interim award and awards, all of which shall be binding on the partners.
- e) No alteration to or amendment in this LLP agreement shall be valid unless it is in writing as a Supplement to this agreement and duly signed by every partner of LLP as on date of alteration or amendment.
- f) All the matters not expressed provided in this agreement shall be decided unanimously by all the partners in writing.

18. WINDING UP

The LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008, Limited Liability

Anshuman Banka

Sarika Banka

[Signature]

FOR MUKTAMANI VANIYA PRIVATE LIMITED

[Signature]
DIRECTOR.

V. Banerjee



ANNEXURE



Partnership Rules, 2009 and Limited Liability Partnership (Winding up and Dissolution) Rules, 2010.

In witness whereof the Partners have executed and delivered this Agreement on the date mentioned above.

(Signed & delivered by)

Witnesses:

- 1. Signature P. SUREKA [Signature]
 Name PRASHANT SUREKA 1 (Aditya Banka, Designated Partner)
 Father's name PAWAN KR. SUREKA
80, Bidolaghata Rd.
 Address V.I.P. Tower Kot-48. FOR UKTAMANI VANIJYA PRIVATE LIMITED
- 2. Signature Kishan Mundhra [Signature]
 Name KISHAN MUNDHRA 2. (Muktamani Vanijya Private Limited)
 Father's name T.C. MUNDHRA Through its Nominee Surendra Kumar Saraogi,
 Designated Partner
 Address 29/C RATAN SARKAR Street.
- 3. Signature Sugit Chdr. [Signature]
 Name SURAJIT CHANDRA 3. (Sarika Banka, Partner)
 Father's name D. CHANDRA
 Address 312, Purna Para, Kol-65
- 4. Signature [Signature] [Signature]
 Name Bishnu Pada Paria 4. (Anshuman Banka, Partner)
 Father's name A. Paria
 Address KC-774, Salt Lake City
Kol-97
- 5. Signature [Signature] [Signature]
 Name Om SHANKAR MALANI 5. (Vidisha Banka, Partner)
 Father's name Gaunishakar MALANI
Old 37, Rabindra Pally
 Address NATHURAM GREEN,
KESTOPUR - 101.

IDENTIFIED BY ME
[Signature]
T. KR. JANA
ADVOCATE

R. N. MAITI
Notary
Regd. No. 379/92
3. Bankshai Street
Calcutta-1

INSTRUMENT REFERRED TO
BY THE NOTARIAL CERTIFICATE
[Signature]
R.N. MAITI
NOTARY
Govt. of India

26 SEP 2014

AVISHI PROJECTS LLP

SCHEDULE - I

1. To own, make, develop, construct, build, design, equip, maintain, improve, plan, survey, enlarge, remove, replace, pull down, remodel, reconstruct, alter, acquire, work, sell, purchase and otherwise deal in land, apartments, houses, flats, offices, concert halls, ball rooms, music hall, cinema, theatres, chattels, cottages, farmhouses, agriculture, shops, rectories, warehouses, estates, orchards, I.T. Park, game parks, game courses, buildings.
2. To acquire by purchase, exchange or otherwise, freehold or leasehold lands, house and buildings and to hold or to sell, to give on ownership basis, let alienate or otherwise deal with all or any of such lands, tenants, or premises and to carry on the business of proprietors of flats, masonets, dwelling houses, shops and offices.
3. To purchase or otherwise acquire any land, building or premises and to turn into account, develop, improve, alter, demolish or let out for the purposes of carrying on the business of hotel, restaurant, coffee, tavern, lodging, housekeepers.
4. To carry on, execute and conduct a general contracting business, to submit tenders and undertake to do all sorts of buildings, producing, farming, surveying, supplying, designing, enlarging, repairing, re-modeling, managing, administering, controlling and supervising business.
5. To invest and deal with the surplus money of the LLP not immediately required in any manner as may be decided by the Partners from time to time provided that the LLP will not carry on the business of Banking, as defined in the Banking Regulations Act, 1949

14

Anshuman Banka

Sarika Banka

Banka



FOR MUKTAMANI VANIJYA PRIVATE LIMITED

✓

[Signature]
DIRECTOR.

r

V. Banka

Date 26th Day of sept 2014.



In the Matter of :
Instrument 'A'
and
In the Matter of
Notarial Certificate

R. N. Maiti
LL.B., Advocate

&

NOTARY PUBLIC

Govt. Of India
Regn. No. 379/92
C.M.M'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001

Phone : Chamb : 2248-8948
Mobile : 9433092019
9007428192