

S.L. NO. 12 Date 24/2/2020

**S. N. CHATTERJEE, NOTARY**

**GOVT. OF WEST BENGAL**

REGISTRATION NO. 4/1983

Office: SEALDAH CIVIL COURT COMPLEX

3rd Floor

Residential Address:

34/2A/5, POTTERY ROAD, KOLKATA - 700 015

**NOTARIAL CERTIFICATE**

PURSUANT TO SECTION 8 OF THE NOTARIES ACT 1952

TO ALL MEN THESE PRESENTS SHALL COME, I SAID **SAILENDRA NATH CHATTERJEE** practising a **NOTARY PUBLIC** in the District of 24 **PARGANAS** of state of West Bengal within the Union of India, do hereby declare that the Paper riting collectively marked 'A' annexed hereto, herein-after called the Paper Writings 'A', are presented before me by the executants (s).

*Bengal Jsha Infrastructure Limited.  
304, Chanderan Niketan, 52A Shakespeare  
Sarani Kat-17, P.O. Circus Avenue.*

hereinafter referred to as the "executant(s)" on this the  
24<sup>th</sup> day of Feb Two thousand Twenty

The "executant(s)" having admitted the execution of the "Paper Writings A" in respective hand(s) in the presence of the witnesses, who as such-subscribe(s) signature(s) thereon, and satisfied, as to identity of the executants(s), and the said execution I have attested the execution of the "Paper Writing A" and testify that execution is in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required of Notary Public, I have granted THESE PRESENTS as my **NOTARIAL CERTIFICATE** to serve and, avail as need and occasion shall may require.

IN FAITH AND TESTIMONY WHERE OF  
I the said Notary, have hereunto set and subscribed my  
hand and affixed my Notarial seal of Office at Sealdah in  
the District of 24-Parganas on this the day  
of 24/2/20 To thousand Twenty

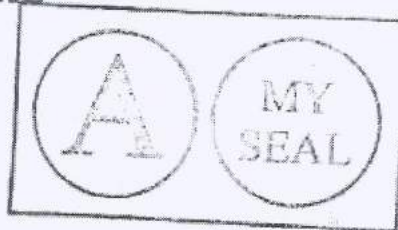
Notarial Stamp on Original  
**Sailendra Nath Chatterjee**  
NOTARY

**S. N. CHATTERJEE**  
NOTARY





पश्चिम बंगाल WEST BENGAL



AC 009903

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

1. THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("this Agreement") made and entered into;

1.1 On Date: this 21<sup>st</sup> day of February 2020;

1.2 At Place: Kolkata;

1.3 By and between the Parties:

1.3.1 BENGAL ISHA INFRASTRUCTURE LIMITED, a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700017, Post Office Circus Avenue, Police Station Beniapukur, having CIN:

S.N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

*Handwritten signature*

*Handwritten signature*

21 FEB 2020

Subhash Ch. Saha  
Advocate  
Saidah Court

17 FEB 2020

২৪৪৮

নাম / ঠিকানা

স্বাক্ষর

স্টাম্প ভেতর থা অসীম নাম

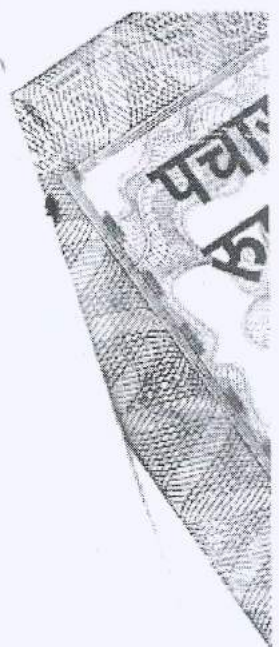
হাসিনা স. ডি. এস. আর. কলিক

২৪৪৮

২৪৪৮

২৪৪৮

২৪৪৮

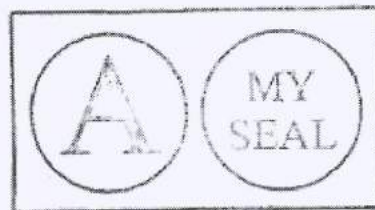
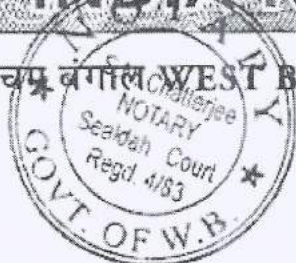






पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 451534



2

U65921WB1990PLC048231 and PAN:AAACG9541K, represented by its Nominee Mr. Nikhil Karnani, son of Mr. Mahesh Karnani, aged about 35 years, by religion Hindu, by occupation Business, by nationality Indian, residing at 1, Auckland Square, Kolkata-700 017, Post Office Circus Avenue, Police Station Shakespeare Sarani, having DPIN: 00918389 and PAN: AKNPK3653L and hereinafter referred to as "the FIRST PARTY"; AND;

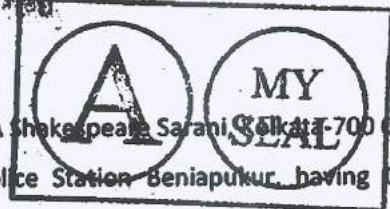
1.3.2 ZION INFRAPROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 having its Registered Office at 204

24 FEB 2020

N. CHATTERJEE  
Advocate & Notary  
Sealah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

Prasidh Aggarwal





Chandan Niketan, 2<sup>nd</sup> Floor, 52A Shakespeare Sarani, Kolkata-700 017, Post Office Circus Avenue, Police Station Beniapur, having CIN: U27109WB2003PTC097216 and PAN: AAACP4393C, represented by its Nominee Mr. AsishKarnani, son of Late Gajendra Kumar Karnani, aged about 35 years, by religion Hindu, by occupation Business, by nationality Indian of Unit No. 204, 2<sup>nd</sup> Floor, Chandan Niketan, 52A Shakespeare Sarani, Kolkata-700 017, Post Office Circus Avenue, Police Station Beniapur, having DPIN: 00575375 and PAN: AKMPK9033D and hereinafter referred to as "the SECOND PARTY"; AND;



- (a) **NORTECH PROPERTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 having its Registered Office at 17/1 Lansdowne Terrace, Kolkata - 700026, Post Office Kalighat, Police Station Rabindra Sarobar, having CIN: U70101WB2005PTC101041 and PAN: AACCN0602N, represented by its Nominee Mr. Anirudh Modi, son of Mr. Ashok Kumar Modi, aged about 41 years, by religion Hindu, by occupation Business, by nationality Indian, residing at 10, Lord Sinha Road, Flat-5-A, Kolkata-700071, Post Office Middleton Row, Police Station Shakespeare Sarani, having DPIN: 00267181 and PAN: ACUPM7446C and hereinafter referred to as "the THIRD PARTY"; AND;

- 1.3.3 TUSK INVESTMENT LIMITED**, a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 having its Registered Office at Jassal House, Fl-22 4/A Auckland Square, Kolkata-700017, Post Office Circus Avenue, Police Station Shakespeare Sarani, having CIN: U74110WB2006PLC134436 and PAN: AACCI0480R, represented by its Nominee Mr. Pranay Agarwal, son of Mr. Suresh Kumar Agrawal, aged about 35 years, by religion Hindu, by occupation Business, by nationality Indian, residing at 386A, Block G, New Alipore, Kolkata-700053, Post Office New Alipore, Police Station

24 FEB 2020

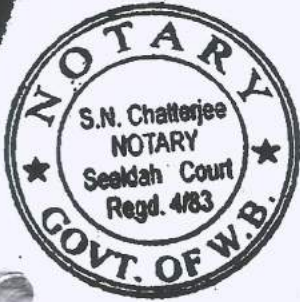
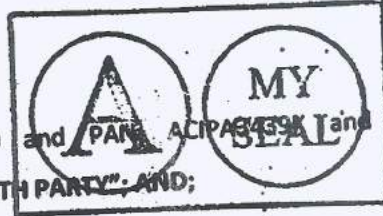
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

*Pranay Agarwal*

*[Signature]*



Taratala, having DPIN: 01077990 and ~~PAN~~ ACIPAG439K and  
hereinafter referred to as "the FOURTH PARTY" AND;



- 1.4 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' and either of the expressions shall unless excluded by or repugnant to the subject or context include insofar as the individual is concerned his heirs, executors, administrators, legal representatives and permitted assigns and insofar as the companies are concerned their respective successors or successors-in-office and permitted assigns. The expressions First Party, Second Party, Third Party and Fourth Party shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their and each of their respective successors or successors-in-office and permitted assigns.

**WHEREAS:**

2. By way of conversion of 'Honeybird Heights Private Limited' to an LLP namely 'Honeybird Heights LLP' (hereinafter referred to as "the LLP") as per the provisions of the LLP Act effective from the date of incorporation of the LLP on 28 November 2014, one Brightway Tie-up Private Limited and Wise Vinimay Private Limited formed and incorporated the LLP and entered upon an LLP Agreement dated 23 December 2014 between them.
3. By an Agreement dated 01 April 2015, Bengal Isha Infrastructure Limited (the First Party hereto), Nikhil Karnani, Zion Infraprojects Private Limited (the Second Party hereto), Asish Karnani, Skygreen Realty Private Limited and Mr. Avinash Chowdhary were inducted and taken in as the Partners of the LLP on and with effect from 01 April 2015 and simultaneously therewith the said Brightway Tie-up Private Limited and Wise Vinimay Private Limited retired and resigned as Partners from the LLP.
4. By an Agreement dated 19 February 2016 certain modifications to the said LLP Agreement dated 01 April 2015 were carried out between the then Partners of the

24 FEB 2020

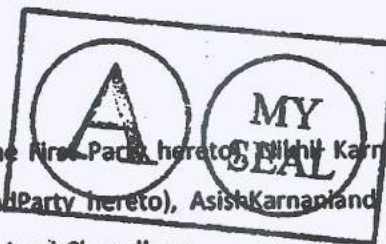
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

*Pranay Jaiswal*

*[Signature]*



LLP viz. Bengal Isha Infrastructure Limited (the First Party hereto), Nikhil Karnani, Zion Infraprojects Private Limited (the Second Party hereto), Asish Karnani and the said Skygreen Realty Private Limited and Mr. Avinash Chowdhary.



5. By an Agreement dated 06 October 2017, Tropicana Exotics Private Limited was introduced and inducted as a Partner of the LLP and the said Mr. Avinash Chowdhary resigned and retired as a Partner of the LLP with effect from 01 September 2017 upon the terms and subject to the conditions and stipulations as recorded therein.
6. By an Agreement dated 25 May 2018 the LLP was reconstituted with effect from 02 May 2018 whereby Bengal Isha Infrastructure Limited (the First Party hereto), Nikhil Karnani, Zion Infraprojects Private Limited (the Second Party hereto), Asish Karnani and Tropicana Exotics Private Limited continued as Partners of the LLP and VAC Realty LLP was introduced and inducted as a Partner of the LLP and simultaneously therewith the said Skygreen Realty Private Limited resigned and retired as a Partner of the LLP upon the terms and subject to the conditions and stipulations mentioned therein.
7. By an Agreement dated 01 November 2018 the LLP was reconstituted whereby Bengal Isha Infrastructure Limited (the First Party hereto) and Nikhil Karnani continued as Partners of the LLP and the said Zion Infraprojects Private Limited (the Second Party hereto), Asish Karnani, Tropicana Exotics Private Limited and VAC Realty LLP resigned and retired as Partners of the LLP upon the terms and subject to the conditions and stipulations mentioned therein.
8. By an Agreement dated 15 November 2018 the LLP was reconstituted whereby Bengal Isha Infrastructure Limited (the First Party hereto) continued as the Partner of the LLP and Zion Infraprojects Private Limited (the Second Party hereto) was introduced and inducted as a Partner of the LLP and simultaneously Nikhil Karnani resigned and retired as Partner of the LLP upon the terms and subject to the conditions and stipulations mentioned therein.
9. The First Party and Second Party on the one hand and the Third Party and Fourth Party on the other hand have mutually entered upon discussions and negotiations whereupon it was decided that the First Party would continue to be a Partner of the LLP and the Third Party and Fourth Party would be introduced and inducted as



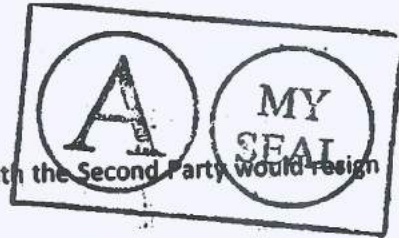
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

24 FEB 2020

*Pooja Jaiswal*

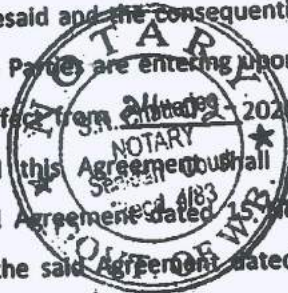
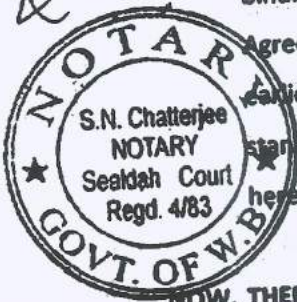
*[Signature]*





the Partners of the LLP and simultaneously therewith the Second Party would resign and retire as a Partner of the LLP.

10. The First Party, Third Party and Fourth Party are hereinafter jointly referred to as "partners" and individually as "partner" and the Second Party shall hereinafter be referred to as "the Former Partner."
11. To record *inter alia* the continuation of the First Party as a Partner of the LLP and the and the introduction/admission/induction of the Third Party and Fourth Party as Partners of the LLP and the retirement/resignation/cessation of the Second Party as a Partner from the LLP as aforesaid and the consequential modification of the LLP Agreement arising thereby, the Parties are entering upon this Agreement with the intent and object that with effect from 24th Feb 2020 this Agreement shall be binding on the Partners and this Agreement shall supersede all the earlier Agreements including the said Agreement dated 15 November 2018 and all the earlier Agreements including the said Agreement dated 15 November 2018 shall stand superseded on the terms and subject to the conditions and stipulations as hereinafter appearing.



NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

#### ARTICLE-1: NAME, OBJECTIVES AND FORMATION

##### 1. NAME AND COMMENCEMENT

- 1.1 The business of the LLP shall continue to be carried on in the name and style of 'HONEYBIRD HEIGHTS LLP' having LLP Number: AAC-9892 and PAN: AAIFH3317D.
- 1.2 This Agreement shall be effective from 24th Feb 2020.
- 1.3 Any change in the name of the LLP shall be notified to the Registrar of Companies by the Designated Partner(s) in accordance with the provisions of the LLP Act.

##### 2. REGISTERED AND OTHER OFFICES

24 FEB 2020

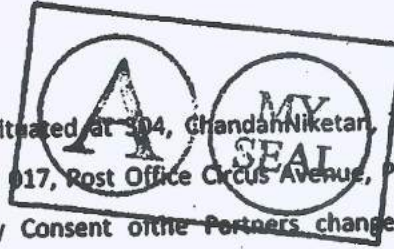
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 024  
Regd. No. 4/83

Priyanka Jaiswal

[Signature]

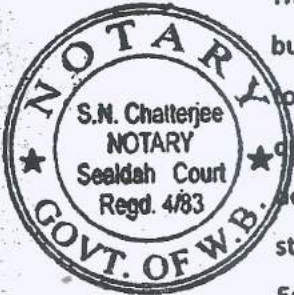


The registered office of the LLP shall be situated at 304, Chandra Niketan, Third Floor, 52A Shakespeare Sarani, Kolkata-700 017, Post Office Circus Avenue, Police Station Beniapur. The Partners may by Consent of the Partners change the Registered Office to any other place and also to open branch offices, corporate offices or other offices to carry on the business from any other place or places. Upon any change in the registered office address of the LLP, it shall be the duty of the Designated Partners of the LLP to notify the same to the Registrar in the form and manner as prescribed under the Act and the Rules. The Designated Partners may also decide and open working offices at the site of the Subject Property or at any other place, if they so deem fit and proper.



### 3. BUSINESS

The business of the LLP will be to carry on in India and abroad the development and business of real estate and infrastructure projects and construction of properties and to carry on the business as builders, contractors, government contractors, developers, promoters, consultants, constructors, investors, architects, interior decorators and brokers of all types of lands, buildings, infrastructure projects and structures including townships, commercial complexes, industrial parks, Special Economic Zones and to develop transport systems, roads and highways, water supply, transmission and distribution of electricity, construction of bridges, ports and harbors, hotels, industrial estates, commercial structures, residential complexes and to develop, erect, install, alter, improve and establish, renovate, recondition, protect, participate, enlarge, repair, demolish, remove, replace, maintain, manage, buy, sell lease, let on hire, commercialize, turn to account, fabricate, handle and control all such lands, buildings, projects and structures and to enter into joint venture, memorandum of understanding, agreement, collaboration, tie-up, or any kind of arrangement with any public entity, private entity, government, non-government organization, quasi government, government enterprise, government company or any such entity for carrying out the aforesaid business, to engage in business of construction and investment in real estate for the benefit of its members, customers and general public and in particular of purchases, sale and trading of land and/or building and owning, buying, selling, developing, hiring,



S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. 4/83

24 FEB 2020

Priyanshu Agarwal

*[Signature]*



letting, sub-letting, maintaining, allotting, transferring, allotment, administering, exchanging, mortgaging, accepting mortgage, renting, leasing, sub-letting, surrendering, accepting, lease, tenancy or sub-tenancy, constructing, reconstructing, repairing, maintaining, extending, altering or demolishing land, building, blocks, flats, apartments, offices, godowns, garages, building sites and so on through its own agency or through contractors and purchasing, holding in stock or selling materials or trading in construction materials and building accessories, electrical, sanitary, plumbing and other, fixtures, fittings, equipments, plant and machinery, tools and appliance, including furniture, fixtures, house-hold goods and decoration materials and any other items.

### 3.1 Incidental or ancillary powers:

The following powers shall be incidental or ancillary to attainment of the main business of the LLP, which the LLP can exercise powers as and when required:

- (a) Obtaining rights, privileges, contracts, licenses, intellectual property rights, permissions and authorizations from the Government or any other authority, company or person to carry out the business of the LLP.
- (b) Taking over of any running firm, concern, LLP or body corporate carrying on similar or any other business at a price mutually agreeable or to amalgamate or merge with any other LLP or company or body corporate having objects similar or compatible or any other objects to those of the LLP.
- (c) Become partner of another LLP or member of any company.
- (d) Enter into compromise with any person.
- (e) Enter into arrangement for sharing profits, interest, co-operation or joint venture with any person, LLP or Company or body corporate.
- (f) Appoint, deal with or act as agents, sub-agents, dealers, sub-dealers, distributors for selling or purchasing or dealing with the products or services related to the business of the LLP.
- (g) Acquire or dispose or enter into agreement for purchase, sale or disposal of movable or immovable property.



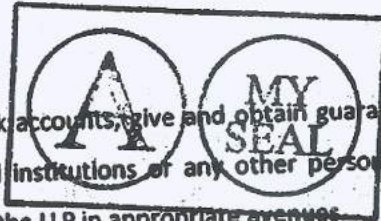
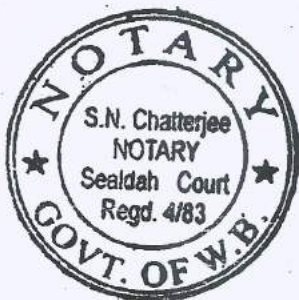
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No. 4/83

24 FEB 2020

*Pranay Ghoshal*

*[Signature]*





- (h) Open, operate and close bank accounts, give and obtain guarantees, borrow from banks, financial institutions or any other person, give loans, invest surplus funds of the LLP in appropriate avenues.
- (i) Appoint, promote remove or suspend employees and workmen, take disciplinary actions and impose punishments on workmen and employees, represent before labor courts, industrial tribunals, High Court and Supreme Court in labor matters.
- (j) Institute or defend any suit or show cause notice before any adjudicating authority, appellate authority, Tribunal or Court, and to appoint consultants, advocates and authorized representatives for representing the LLP.
- (k) Grant general or special power of attorney to any person for the purpose of the business of the LLP.
- (l) Do all such acts, matters, deeds, things and affairs as may be necessary to carry out the business of the LLP.

### 3.2 Change, suspension or modification in nature of business:

The nature of business can be changed or new business can be commenced or existing business can be suspended or modified or business can be completely closed only with the consent of all the partners.

## 4. PARTNERS' CONTRIBUTIONS

The total obligation to contribute by the Partners in the LLP shall be Rs. 15,00,000/- (Rupees Fifteen Lacs) only. The obligation of each Partner to contribute is as follows:

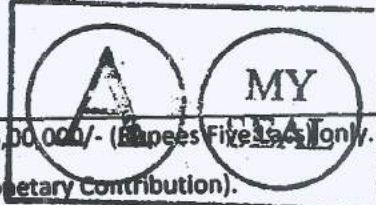
SL. NO.	NAME OF THE PARTNER	NATURE AND SPECIFICATION OF OBLIGATION TO CONTRIBUTE
1.	Bengal Isha Infrastructure Limited	Rs. 5,00,000/- (Rupees Five Lacs) only. (Monetary Contribution).
2.	Nortech Property Private Limited	Rs. 5,00,000/- (Rupees Five Lacs) only. (Monetary Contribution).

S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. 4/83

24 FEB 2020

Pooja Agarwal





3.	Tusk Investment Limited	Rs.5,00,000/- (Rupees Five Lacs Only). (Monetary Contribution).
----	-------------------------	--

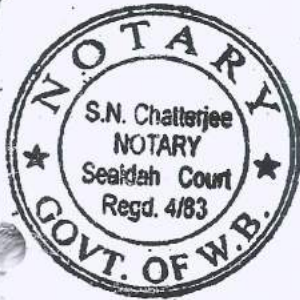
4.1 The persons who have consented to be the Partners of the LLP shall be bound by the terms of this Agreement or as may be amended from time to time.

4.2 **Increase or reduction in contribution:**

The Contribution can be increased or reduced with the consent of all the partners.

The increase in contribution shall be in the existing ratio of the contribution mentioned in Clause 4 hereinabove. However, the contribution of any partner shall not be increased without his express consent.

The partners may withdraw their Capital Contribution with the mutual consent of all the partners.



5: **DESIGNATED PARTNERS**

The following shall be the Designated Partners of the LLP:

SL. NO.	NAME	DPIN
1.	Nikhil Kamani (Nominee of Bengal Isha Infrastructure Limited)	00918389
2.	Anirudh Modi (Nominee of Nortech Property Private Limited)	00267181
3.	Pranay Agarwal (Nominee of Tusk Investment Limited)	01077990

The Designated Partners have given their consent to act as Designated Partners of the LLP.

5.1 **Acts to be done by the Designated Partners:**

The Designated Partners shall be responsible for all acts specified under section 8(a) and all other statutory requirements of the Limited Liability Partnership Act, 2008 (hereinafter referred to as "the LLP Act") and the

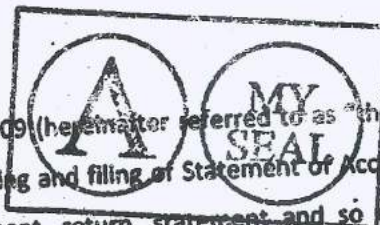
24 FEB 2020

S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

*Pranay Agarwal*



Limited Liability Partnership Rules, 2009 (hereinafter referred to as "the LLP Rules") including authenticating, signing and filing of Statement of Accounts and Solvency and any other document, return, statement and so on as required under the LLP Act and the LLP Rules.



**5.2 Other powers:**

The Designated Partners shall exercise other powers relating to the management of the LLP only as per provisions of this Agreement.

**5.3 Appointment/Removal of the Designated Partners:**

The Designated Partners shall be appointed and/or removed upon unanimous decision of all the partners.



**6. POWERS AND DUTIES OF PARTNERS**

**6.1 Powers of the partners:**

Every partner shall take part in the management of the LLP.

**6.2 General Powers to the partners:**

Unless specified to the contrary elsewhere in this Agreement, the partners shall have following specific authorities:



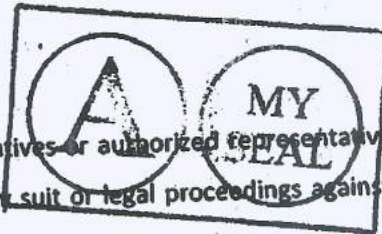
- (a) Borrow in the ordinary course of the business of the LLP and repay the loans.
- (b) Sell or dispose of the movable or immovable property in the ordinary course of the business of the LLP.
- (c) Transfer the immovable property belonging to the LLP.
- (d) Purchase and sell goods for the business of the LLP.
- (e) Employ or remove employees and fix their remuneration, perquisites and terms and conditions of employment.
- (f) Receive payments on behalf of the LLP and issue receipts thereof.
- (g) Pledge/hypothecate/mortgage goods of the LLP for borrowing money.
- (h) Settle accounts with persons dealing with the LLP.
- (i) Making, drawing, accepting and endorsing a negotiable instrument on behalf of the LLP.
- (j) Institute and defend suits and withdraw suits or proceedings filed by or on behalf of the LLP or enter into compromise.

24 FEB 2020

S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Reg. No. 4/83

*Pranay Agarwal*

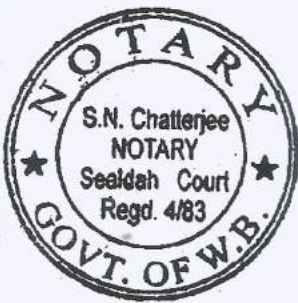




- (k) Appoint advocates or legal representatives or authorized representatives to institute suit by the LLP or defend any suit or legal proceedings against the LLP.
- (l) Receive notice on behalf of the LLP.
- (m) Acknowledge debt of the LLP.
- (n) Refer dispute relating to the business of the LLP for arbitration.
- (o) Open, operate and close a banking account in the name of the LLP.
- (p) Compromise or relinquish any claim or part thereof by the LLP.
- (q) Admit any liability in any suit or proceeding against the LLP.
- (r) Give guarantees, loans and make investments in the ordinary course of the business of the LLP.
- (s) Execute and register Agreements for Sale, Sale Deed or Conveyance and induct, transfer and accept surrender in respect of any tenancy, lease and sign all other documents including papers, writings and so on in this regard.
- (t) Take and give possession in any mode or manner whatsoever.
- (u) Do all other acts, matters, deeds, things and affairs whatsoever in respect of all concerned or involved including employees and to execute agreements with them and to make payment of their lawful salaries, benefits, emoluments and/or other dues.
- (v) Receive, accept, collect, realize, recover and adjust all bills and/or monies including rents, occupation charges, mesne profits, maintenance and/or service charges, electricity charges, municipal and other taxes, surcharges, fees, levy, impositions, security deposits, earnest moneys, advances, considerations, and/or all other amounts and to grant receipts thereof.
- (w) Delegate powers either through authority letter or by executing general or special power of attorney in favor of any person.
- (x) Do all such acts, matters, deeds, things and affairs as may be necessary and required for the business of the LLP.

#### 6.2 Mutual rights and duties of each partner:

- (a) Every partner shall work diligently and faithfully for the purpose of the business of the LLP and shall be loyal to the LLP.

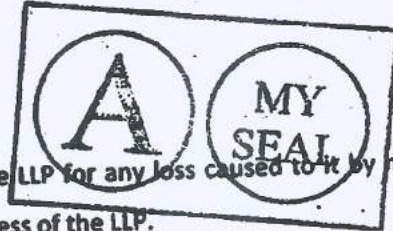


S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata - 700 014  
Regd. No. - 4/83

24 FEB 2020

*[Signature]* *[Signature]*





- (b) Every partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of the business of the LLP.
- (c) Each partner shall render true accounts and full information of all things affecting the LLP to the LLP.
- (d) Every partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP or from any use by him of the property, name or any business connection of the LLP.
- (e) No partner will divulge business information, trade secrets or confidential information of the LLP to any outsider, except where required by any law in force.
- (f) Every partner shall disclose his interest in any contract, business deal or arrangement with the LLP.

### 6.3 Authority of each partner:

The authority of each partner shall be as provided in this Agreement.

### 6.4 Mutual rights and duties of the LLP and the partners:

The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by the LLP:

- (a) In the ordinary and proper conduct of the business of the LLP; or
- (b) In or about anything necessarily done for the preservation of the business or property of the LLP.

### 6.5 Restrictions on partner's authority:

The powers and duties of each partner shall be as provided in this Agreement.

## 7. MANAGEMENT AND ADMINISTRATION OF THE LLP

Every partner shall take part in the management and administration of the LLP.

### 7.1 Procedure for calling, holding and conducting meetings:

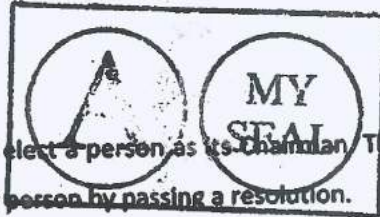
The meetings will be termed as General Meeting of the partners of the LLP. The meeting can be convened by any partner. The partners can meet as and when required and at any place.



S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700014  
Regd. No.-4/83

24 FEB 2020





Chairman of the LLP - The partners may elect a person as its Chairman. The partners may delegate any powers to any person by passing a resolution.

Quorum for meeting of partners - Quorum for the meeting will be 50% of the total partners with minimum of two partners.

Minutes - The partners shall keep minutes of the meetings at the Registered Office of the LLP. The minutes shall be recorded within 30 (thirty) days of the meeting. The minutes can be maintained and authenticated electronically.

7.2 Acts, matters, deeds, things and affairs which can be done only with the consent of all the partners:

The following acts, matters, deeds, things and affairs will require the consent of all the partners and which shall have to be passed in the General Meeting of the partners:

- (a) Admission of new partner;
- (b) Alteration of this Agreement.
- (c) Expelling or removing a partner.
- (d) Shifting of the Registered Office of the LLP outside the State of West Bengal.
- (e) Sale, merger, amalgamation or closure of the business of the LLP in whole or in part.
- (f) Change in the nature of the business of the LLP.
- (g) Voluntary winding up or striking off of the LLP.
- (h) Change in the name of the LLP.
- (i) Lending any money and/or delivering any goods of the LLP to any person or persons whom any partner has in writing forbidden.
- (j) Giving any security or promise for payment of money on account of the LLP except in the ordinary course of the business of the LLP.



#### 8. NO COMMON SEAL

The LLP shall not have any Common Seal.

All the correspondence, letters, agreements etc. in the normal course of the business of the LLP shall be signed by any partner or employee or any other person duly authorized by the LLP.

24 FEB 2020

S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 010  
Regd. No. 4/83

*Pranay Agarwal*





9. **INDEMNITY**

(i) Every Partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of its business.

(ii) The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary course of its business, or (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

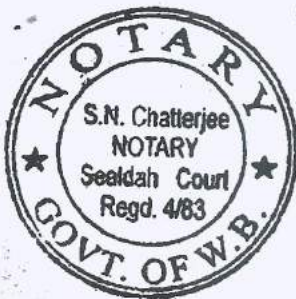
(iii) The LLP shall indemnify each Partner and Designated Partner against any liability incurred in defending any proceedings whether civil or criminal in relation to the LLP and its business transactions, in which judgment is given in their favour or they are acquitted.

10. **ADMISSION, RETIREMENT, CESSATION, RESIGNATION AND EXPULSION OF PARTNER**

**Admission of partner** - A person shall be admitted only with the consent of all the partners in a General Meeting of the partners.

Any person, LLP, company or body corporate 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.

**Retirement of partner** - During the continuance of the LLP no partner shall retire from the LLP except by giving 30 (thirty) days prior notice in writing to all the other partners of his intention to that effect and on such retirement the retiring partner shall be entitled to get the amount of capital, if any, appearing in the books of the LLP to his credit on the date of his such retirement and his share in the profits, if any, of the LLP computed upto the date of such retirement, after however proper adjustment of his accounts in the LLP with his share in the assets and liabilities (including those for pending engagements) of the LLP and the said retiring partner

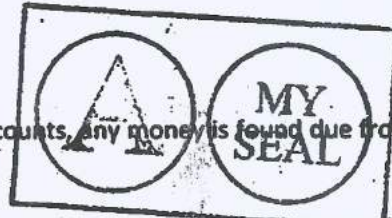


**S. N. CHATTERJEE**  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No. 4/83

124 FEB 2020

*Parag Jaiswal*





shall pay forthwith, if on such adjustment of accounts, any money is found due from him to the LLP.

**Cessation of partner** – A partner ceases to be a partner upon his death or on the date on which he is declared insolvent by a competent court.

He will also cease to be a partner if he resigns or retires or if he is expelled.

**Resignation of partner** – A partner can resign by giving a minimum 7 (seven) days prior written notice of the same to the LLP.

**Expulsion of partner** - A partner can be expelled by passing resolution at the General Meeting of the partners with the consent of all the other partners.

Before expelling a partner, a notice shall be given to the concerned partner giving reasons and his representation, if any, shall be circulated among all partners either electronically or physically.

# 11. OBLIGATIONS AND RIGHTS ON ADMISSION, RETIREMENT OR CESSATION OF PARTNER

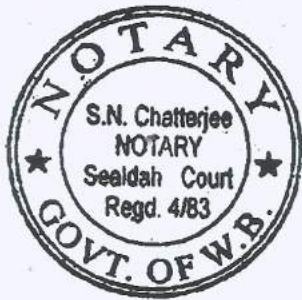
**Obligation and rights on admission** - On admission as a partner, he shall be liable to pay the contribution to the LLP as may be agreed by all the partners. He shall be entitled to benefits of salary and/or percentage of profits as agreed at the time of his admission. A partner who has been admitted to the business of partnership of the LLP and he shall be bound by all the terms and conditions of this Agreement as existing on the date of his admission and as may be amended from time to time as per provisions of this Agreement.

**Obligations and rights on retirement or cessation** - With the cessation of a person as partner, his contribution will be refunded to him.

## 12. PURCHASE OF SHARE OF PERSON WHO HAS CEASED TO BE PARTNER

The share of a person who ceases to be a partner may be purchased by any other partner or partners or person or persons as may be mutually agreed.

## 13. BANK ACCOUNTS



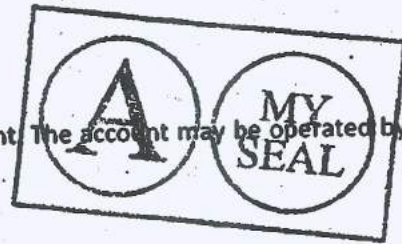
24 FEB 2020

*[Signature]*  
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

*[Signature]* Ranaj Agarwal



The LLP may open and operate any bank account. The account may be operated by any two partners jointly and severally.



14. **BORROWINGS**

The LLP shall borrow any money from any Bank, Financial Institution, NBFC, Finance Company or any other person. The borrowing may be secured or unsecured.

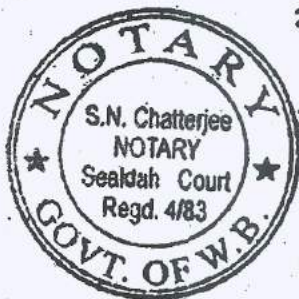
Each partner shall always keep the LLP and all the other partners clear, acquitted, exonerated and freed from all or any losses, expenses and/or damages for any of his private and/or separate liabilities.

The LLP shall not be liable for any debt or liability contracted or incurred by any of the partners in his personal capacity and not for the purpose of the benefit of the LLP.

15. **SHARE OF PROFIT/LOSS**

The shares of the profits and/or losses of each partner will be as below:

- |                                       |   |
|---------------------------------------|---|
| 1. Bengal Isha Infrastructure Limited | 33.33 % (Thirty three point three three per cent) |
| 2. Nortech Property Private Limited   | 33.33 % (Thirty three point three three per cent) |
| 3. Tusk Investment Limited            | 33.34 % (Thirty three point three four per cent)  |



The shares of the profits and/or losses can be modified only with the consent of all the partners.

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

16. **SALARY TO PARTNERS**

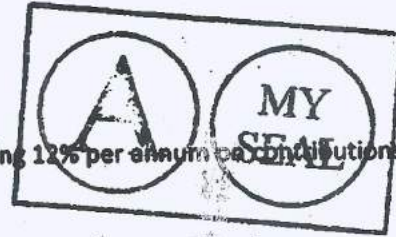
Each partner shall be entitled to salary, perquisites and allowances upon such terms and conditions as may be determined unanimously by all the partners in writing.

24 FEB 2020

S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No. 4/83

*Pranay Agarwal*





17. **INTEREST TO PARTNERS**

The LLP may pay interest at a rate not exceeding 12% per annum on contributions of the partners in the LLP.

18. **LOANS TO LLP FROM PARTNERS**

The LLP may obtain loans from its partners. The acceptance of such loan and rate of interest on the loans will be determined unanimously by all the partners.

19. **LOANS BY LLP TO PARTNERS**

The LLP may grant loans to its partners. Such loans and interest chargeable on the said loans shall be unanimously decided by all the partners.

20. **ACCOUNTS**

The Financial Year of the LLP shall commence from 1<sup>st</sup> April and end on 31<sup>st</sup> March every year.

Books of Accounts of the LLP shall be maintained on mercantile basis. The Books of the LLP shall be kept at the Registered Office of the LLP. All the partners shall have full access to the said Books of Accounts at all reasonable times and the partners shall be at liberty to check them and take out such extracts therefrom as each one of them may deem necessary.

21. **AUDIT OF ACCOUNTS**

The Accounts shall be audited by a practicing Chartered Accountant, who shall be appointed by all the partners. The remuneration of the Auditors shall be fixed by all the partners.

**Removal of Auditors** – The Auditors can be removed by a Resolution passed in the General Meeting of the partners of the LLP.

22. **RESOLUTION OF DISPUTES BETWEEN PARTNERS**



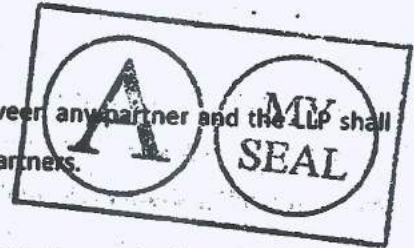
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

24 FEB 2020

*Pranay Jaiswal*



Disputes amongst the partners and disputes between any partner and the LLP shall be settled through conciliation by the remaining partners.



#### 22.1 Arbitration:

All disputes and differences by and between the parties hereto in any way relating to or connected with this Agreement and/or the partnership witnessed herein and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the parties hereto and the same shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The arbitrator shall have the right to proceed summarily and to make interim awards.

#### 22.2 Jurisdiction:

Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.



#### 23. DURATION OF THE LLP

The LLP will have perpetual succession, unless the LLP is wound up or struck off.

#### 24. VOLUNTARY WINDING-UP

The LLP is and shall always be deemed to be a LLP 'AT WILL'.

Voluntary winding-up of the LLP can be done by Resolution passed by simple majority in the General Meeting.

Upon the determination of the LLP the properties and assets belonging to the LLP shall be allotted to the partners as may be mutually agreed amongst the partners.

#### 25. INFORMATION OF CLAUSES IN THIS AGREEMENT

##### 25.1 Relating to rule 16(2) - Notices to other address of LLP:

Notices and documents to LLP shall be served at the Registered Office of the LLP. Other additional address for serving of notice as per provisions of rule 16(2) shall be decided by the partners of the LLP by a resolution passed in a General Meeting of the partners.

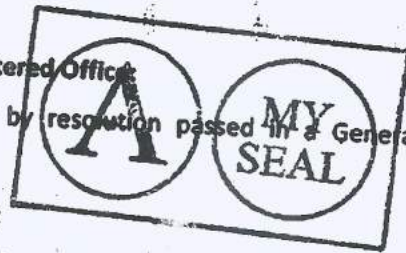
S. N. CHATTERJEE 24 FEB 2020

Advocate & Notary  
Sealdah Court Complex  
Phone-700 014  
Regd. No.-4/83

*Pranay Agarwal*



25.2 Relating to rule 17(1) - Change of Registered Office:  
Change of Registered Office shall be by resolution passed in a General Meeting of the partners.



25.3 Relating to rule 20(1) - Change of Name:  
Change of name of the LLP shall be by Resolution passed in a General Meeting of the partners.

25.4 Relating to rule 24(18)(a) - Removal of Auditors:  
Auditors can be removed by resolution passed in a General Meeting of the partners.

26. **ALTERATION OF THE LLP AGREEMENT**

Any clause of this Agreement can be amended, altered, modified, deleted or added by executing a fresh Agreement duly signed by all the partners.

Such amendment shall be binding on all existing partners and also on those persons who will become partners subsequent to the said fresh Agreement.

26.1 The persons who have consented to be the Partners of the LLP shall be bound by the terms of this Agreement or as may be amended from time to time.

26.2 Increase or reduction in contribution:

The Contribution can be increased or reduced with the consent of all the partners.

The increase in contribution shall be in the existing ratio of the contribution mentioned in Clause 4 hereinabove. However, the contribution of any partner shall not be increased without his express consent.

The partners may withdraw their Capital Contribution with the mutual consent of all the partners.



S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

24 FEB 2020

*[Handwritten signatures]*

*Pranay Agarwal*





22

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to this Agreement on the day, month and year first above written.



EXECUTED AND DELIVERED by the FIRST PARTY

namely **BENGAL ISHA INFRASTRUCTURE LIMITED** through its Nominee Mr. Nikhil Karani, pursuant to Resolution passed in its Board of Directors meeting held on 24-02-2020 at Kolkata in the presence of:



For Bengal Isha Infrastructure Limited

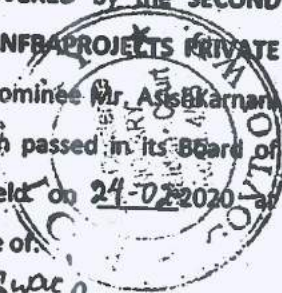
*D. Karani*  
Director

① Jasobanta Swain  
S/o Late Kapil Swain  
52A, Shakespeare Sarani  
Kolkata-700017

② Sudip Chakraborty

EXECUTED AND DELIVERED by the SECOND

PARTY namely **ZION INFRAPROJECTS PRIVATE LIMITED** through its Nominee Mr. Anish Karni pursuant to Resolution passed in its Board of Directors meeting held on 24-02-2020 at Kolkata in the presence of:



For ZION INFRAPROJECTS PVT. LTD.

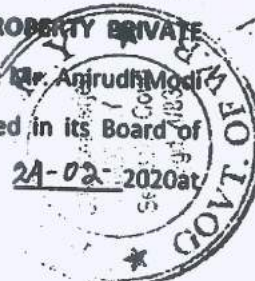
*Anish Karni*  
Director / Authorised Signatory

① Jasobanta Swain

② Sudip Chakraborty  
S/o Sushil Chakraborty  
52A, Shakespeare Sarani  
Kolkata-700017

EXECUTED AND DELIVERED by the THIRD

PARTY namely **NORTECH PROPERTY PRIVATE LIMITED** through its Nominee Mr. Anirudh Modi pursuant to Resolution passed in its Board of Directors meeting held on 24-02-2020 at Kolkata in the presence of:



Nortech Property Pvt. Ltd.

*Anirudh Modi*  
Director / Authorised Signatory

③ *Sanjay Kumar Jain*

**SANJAY KUMAR JAIN**  
ADVOCATE  
HIGH COURT, CALCUTTA

ATTESTED BY ME

24 FEB 2020

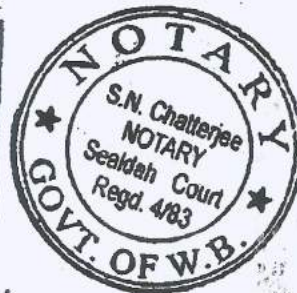
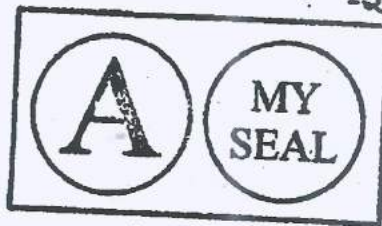
**S. N. CHATTERJEE**  
NOTARY  
Regd. No. 4183

*Sanjay Kumar Jain*

① Jasobanta Swain

② Sudip Chakraborty





EXECUTED AND DELIVERED by the THIRD  
PARTY namely TUSK INVESTMENT LIMITED  
through its Nominee Mr. Pranay Agarwal  
pursuant to Resolution passed in its Board of  
Directors meeting held on 24.1.2020 at  
Kolkata in the presence of:

- ① Jasobanta Swarna
- ② Sudip Chakraborty

TUSK INVESTMENT LIMITED

*Pranay Agarwal*  
Director / Authorised Signatory

ATTESTED BY ME

*[Signature]*  
S. N. CHATTERJEE  
NOTARY  
Regd. No. -4/83

24 FEB 2020



29

24<sup>TH</sup>  
DATED THIS DAY OF FEBRUARY 2020

BETWEEN

BENGAL ISHA INFRASTRUCTURE LIMITED

... FIRST PARTY

AND

ZION INFRAPROJECTS PRIVATE LIMITED

... SECOND PARTY

AND

NORTECH PROPERTY PRIVATE LIMITED

... THIRD PARTY

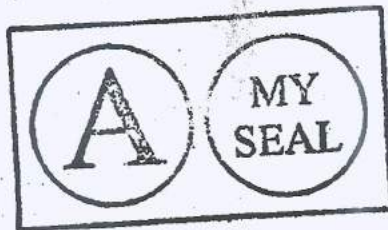
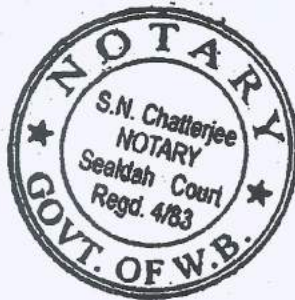
AND


TUSK INVESTMENT LIMITED

... FOURTH PARTY

LLP AGREEMENT OF

HONEYBIRD HEIGHTS LLP



  
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court Complex  
Kolkata-700 014  
Regd. No.-4/83

GARV & ASSOCIATES  
19, R. N. MUKHERJEE ROAD  
EASTERN BUILDING, 1ST FLOOR  
KOLKATA - 700 001

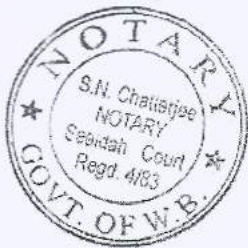
24 FEB 2020



THE 24<sup>TH</sup> DAY OF Feb

2020

24 FEB 2020



PAPER RITINGS "A"  
&  
THE RELATIVE NOTARIAL  
CERTIFICATE



S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court  
Kolkata-700 014  
Regd. No. 4/83

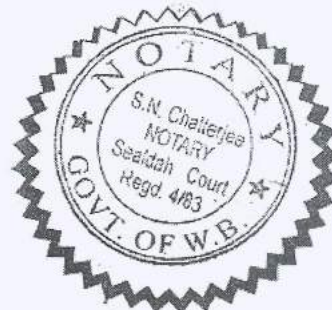
S. N. CHATTERJEE  
Advocate & Notary  
Sealdah Court  
Kolkata-700 014  
Regd. No. 4/83

**S. N. Chatterjee**

NOTARY PUBLIC  
GOVT. OF WEST BENGAL  
REGISTRATION NO. 4/83  
CIVIL COURT AT SEALDAH, 3rd FLOOR  
KOLKATA-14

Residential address :-  
34/2A/5, POTTERY ROAD, KOLKATA - 700 015  
PHONE : 2329-0394

24 FEB 2020



**KNOWLEDGE IS POWER**