

Notarial Certificate

20/11/14

ALL TO WHOM THESE PRESENTS SHALL COME I, TAPAN KUMAR DEY, Advocate Alipore Court duly appointed by the Central Government and practising as a NOTARY in district of 24 Parganas of the State of West Bengal within the Union of India, do hereby declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter, called the "Paper Writings A" are presented before me by the executants (s).

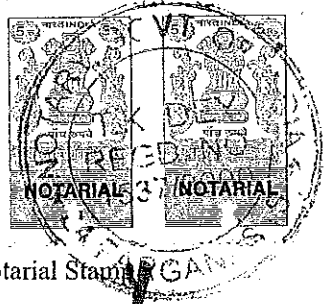
Ms. Rajendra Khaitan A/o
late Ram Lal Khaitan
of Block - A, No. 6B
S. No. 3, Haldon Avenue,
Kolkata - 700027
and one
Number Two thousand New Rs.

hereinafter referred to as the "executant (s)" on this the.....
of..... Two thousand.

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

IN WITNESS WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal on this the.....^{20th} day of.....^{November}.....2014.



[Signature]
TAPAN KUMAR DEY
Notary
Govt. of India

Alipore Judges & Criminal Court,
Kolkata - 700 027
Regd. No. 1537 / 2000
Dist. 24-Parganas

TAPAN KR. DEY
NOTARY
Alipore Judges/Police Court
Calcutta-27
Regd. No.,-1537/2000

29 NOV 2014

Off. : Alipore Criminal Court
Bar Association
Kolkata - 700 027
Ph. : 2479 1068
Resi. : Amulya Bhavan
10, Seventh Street, Modern Park
Santoshpur, Kolkata - 700 075
Ph. : 2416 1861
9830314080 (T.K.Dey)
9831109694 (Sujit)

Khaitan Construction LLP

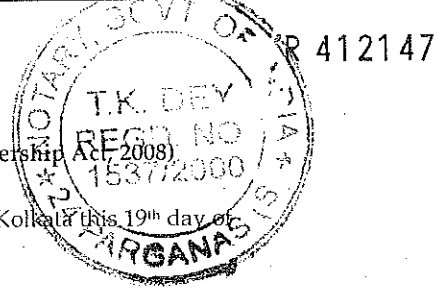
Khaitan Construction LLP

Partner / Authorised Signatory

Partner / Authorised Signatory



पश्चिमबंग पश्चिम बंगाल WEST BENGAL



LLP AGREEMENT

(As per section 23(4) of the Limited Liability Partnership Act, 2008)

THIS Agreement of Khaitan Construction LLP made at Kolkata this 19th day of November, 2014

BETWEEN

1. Mr. Rajendra Khaitan son of Late Ratanlal Khaitan residing at Block - 4, Flat No. 6B, 5 JBS Halden Avenue, Kolkata-700105 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the FIRST PART,

&

2. Mr. Ravindra Khaitan son of Late Ratanlal Khaitan residing at Block - 4, Flat No. 5A, 5 JBS Halden Avenue, Kolkata-700105 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the SECOND PART,

PARTIES OF FIRST PART AND SECOND PART SHALL BE DESIGNATED PARTNERS

(ALL THE TWO PARTS SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

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(P.V.V.)

Partner / Authorised Signatory
(P.V.V.)

NOW Parties of all the TWO Parts are interested in forming a Limited Liability Partnership under The Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation and

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

INTERPRETATION

In this Agreement unless the context otherwise requires:

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"LLP Rules" means the Limited Liability Partnership Rules, 2009.

"Financial Year" means the period from the 1st day April of the year to 31st day of March of the following year.

"Business" includes every trade, profession service and occupation.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designated Partner" means any partner designated as such pursuant to section 7.

"LLP" means the limited liability partnership formed and registered under this Act.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

"Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement.

1. A Limited Liability Partnership shall be carried on in the name and style of M/s Khaitan Construction LLP and hereinafter called as LLP.
2. The LLP shall have its registered office at 10A, Rawdon Street, 1st Floor Kolkata -700017 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

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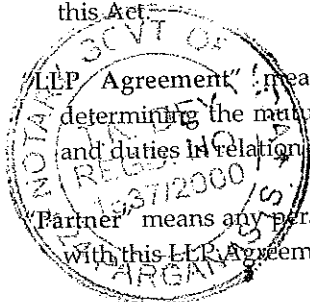
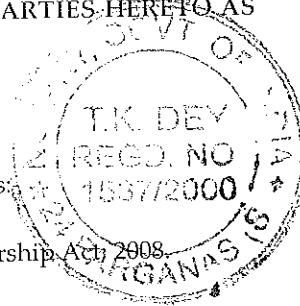
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Partner / Authorised Signatory

(RYK)

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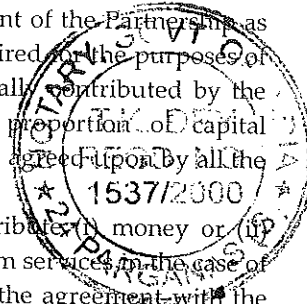
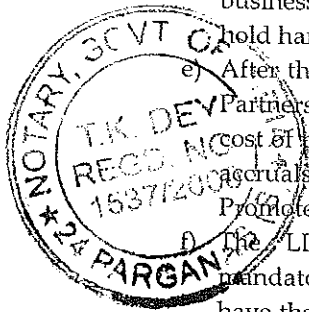


3. The Contribution of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions:

First Part 50% i.e. Rs 50,000/- (Rupees Fifty thousand only)

Second Part 50% i.e. Rs 50,000/- (Rupees Fifty thousand only)

- a) Profit sharing ratio will be in their respective contribution in the LLP, currently 50:50.
- b) Further Contribution if any required by the LLP shall be brought by the partners in their profit sharing ratio or as may be mutually decided by all partners.
- c) If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the then Partners.
- d) The obligation of a Partner to contribute money or (if other property or benefit or to perform services in the case of its money's worth as determined in the agreement with the Partner therefore as equivalent to his share of contribution of capital. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP. Partner shall indemnify and hold harmless the LLP for his fraudulent acts or omission.
- e) After the LLP's registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners, with the approval of all the Partners.
- f) The LLP may have a Common Seal. A document mandatorily requiring affixation of the Common Seal may have the Common Seal affixed to such document or contract with approval of and in the presence of at least two of the Designated Partners of the LLP, on each occasion.
- g) All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.



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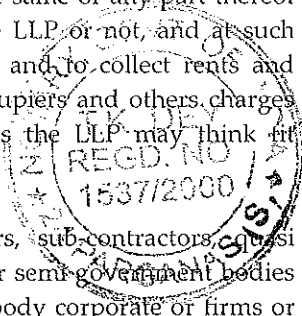
(R.V.K.)

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Partner / Authorised Signatory

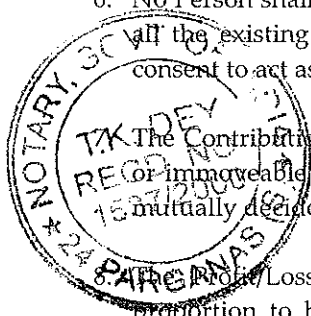
29 NOV 2014 (R.V.K.)

4. All the Partners of the LLP are entitled to share profit and losses in the ratio of their respective contribution in the LLP.
5. The business of the LLP shall be :
 - a) To carry on the business of real estate which shall include sale, purchase or trading of land, and to acquire, take on lease, or in exchange or in any other lawful manner any other land, building, multi-storied structures and to turn the same into real estate, construct thereon buildings and colonies, flats (residential & commercial), rooms and to manage and maintain and equip the same or any part thereof with all or any amenities or conveniences, drainage facility, electric, telegraphic, telephonic and to deal with same in any manner whatsoever or let the same or any part thereof for any period, whether belonging to the LLP or not, and at such rents and on such terms and conditions and to collect rents and income for the supply to tenants and occupiers and others charges for other conveniences on such terms as the LLP may think fit proper and expedient.
 - b) To carry on the business of contractors, sub-contractors, civil contractors whether for government or for semi-government bodies or corporation or company or society or body corporate or firms or individuals or schools or clubs or other bodies or private works and to undertake contracts and sub contracts relating to construction, modification, repairing, alteration, construction, removal, redecoration, redesigning, enlarging, improving and designing of civil work.



Admission of New Partner

6. No Person shall be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.



The Contribution of the partner may be tangible, intangible, Moveable or immovable property. Contribution of an incoming partner will be mutually decided by all the existing partners.

The Profit/Loss sharing ratio of the incoming partner will be in proportion to his contribution towards LLP or as may be mutually decided by the existing Partners.

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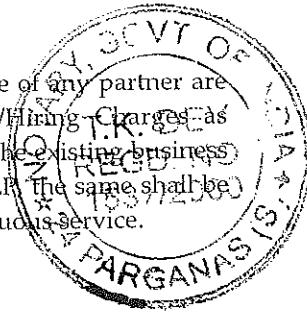
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9. A person who has any business interest in conflict with the business of the LLP shall not be admitted as its Partner, and any Partner who acquires such conflicting interest shall cease to be and be expelled as a Partner by a unanimous decision of the partners.

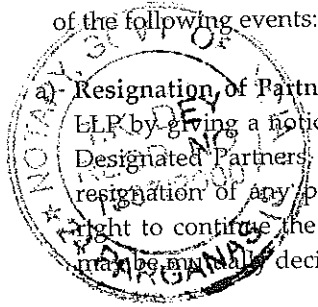
Rights of Partner

10. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.
11. Every partner has a right to have access to and to inspect and copy any books of the LLP.
12. LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.
13. If the Premises, Plant and machinery and Furniture of any partner are utilized by the LLP, the same shall carry Rent/Hiring Charges as mutually agreed upon. If any of the employees of the existing business of any partner is utilized for the business of the LLP, the same shall be at stipulated rate and with all the benefits as continuous service.



Exit of Partner

14. A Partner shall cease to be a Partner of the LLP upon happening of any of the following events:



a) **Resignation of Partner** – A Partner may cease to be partner of the LLP by giving a notice in writing of not less than one month to the Designated Partners, of his intention to resign as a partner. On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly or with others as may be mutually decided.

b) **Death of Partner** – Upon the death of a Partner, the LLP shall not terminate, and the business of the LLP shall be continued by the remaining partners either jointly or with others as may be mutually decided in accordance with the terms of this Agreement. The legal heir of the deceased partner shall be given an option to enter into the LLP as a partner following due legal procedure and if he decides to enter the LLP, he shall have the same rights and obligations as of his deceased predecessor.

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In the event of death or resignation of a partner, a statement of accounts shall be prepared to determine for his share of the capital, all dues from the LLP to him on account of his share capital contribution, any unpaid interest and share of profits due to him up to the time of his demise or resignation. The same shall be paid within 90 (ninety) days, subject to required adjustments between his capital account and income account transactions and transfers made till the date of death or resignation, as the case may be.

- c) **Expulsion of Partner** - This provision of this Agreement shall operate as an express agreement of the Partners: A partner may not be expelled by unanimous decision of the partners save in good faith and in the interest of the LLP business where any partner has been found guilty of carrying on any activity/business of LLP with fraudulent purpose or with the intent to defraud the LLP only after a show-cause notice in writing is served by registered post on that partner or designated partner, giving (seven) 7 days time for his response (reasonable opportunity of being heard), and in that event the partner expelled shall be entitled to the benefits of a retiring Partner in accordance with provisions of this Agreement on that behalf. Based on matters on record, if it is proved to the satisfaction of all the other Partners / Designated Partners, that the Partner being expelled has caused damage or loss to the LLP, then such quantum of damage shall be reduced from the benefits as aforesaid.

Duties of Partners

15. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.

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

17. Each partner shall render true accounts and full information of all affecting the limited liability partnership to any partner or his legal representatives.

18. Each partner shall give time and attention as may be required for the fulfillment of the objectives of the LLP business and they all shall be the working partners.

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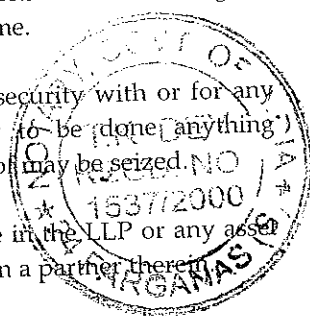
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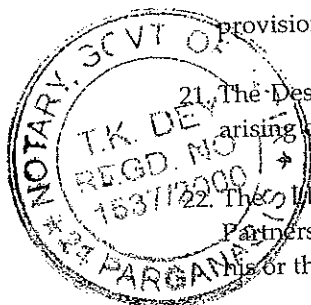
19. No partner shall without the written consent of all partners of LLP:

- a) Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- b) Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
- c) Enter into any bond or becomes 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.
- d) Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a partner therein.
- e) 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 partners.



Duties of Designated Partners

20. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.



21. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

22. The LLP may pay such remuneration, to such Designated Partners/Partners as may be decided by all the Partners, for rendering his or their services as such.

23. 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

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(R.D.)

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Partner / Authorised Signatory
(A.K.)

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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.

Interest on Partners' Loan

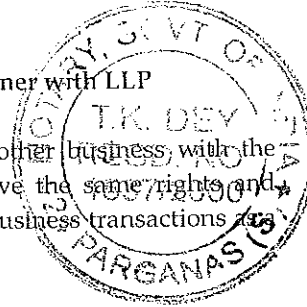
24. Interest payable on the loan given or credited by each of the partners and standing to his credit shall be paid / serviced as per unanimous consent of all the Partners.

Withdrawal of Capital

25. Every Partner may withdraw Capital standing to his credit as mutually decided.

Business transactions of Partner with LLP

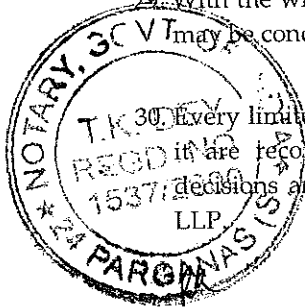
26. A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.



Meeting

27. Meetings of the partner may be called by sending prior notice to all the partners at their residential address.
28. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.

29. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.



30. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

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Extent of Liability

31. LLP is not bound by anything done by a partner in dealing with a person if—

- a) the partner in fact has no authority to act for the LLP in doing a particular act; and
- b) the person knows that he has no authority or does not know or believe him to be a partner of the LLP.

Miscellaneous Provisions

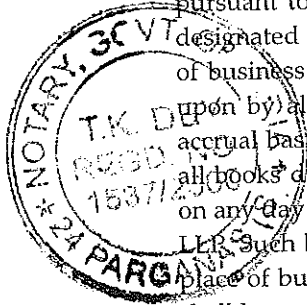
32. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

- a) in the ordinary and proper conduct of the business of the limited liability partnership; or
- b) in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

33. The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this LLP till 31st March of the subsequent year.

Book of Accounts

34. All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2009 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP.



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Khaitan Construction LLP

Khaitan Construction LLP

Partner / Authorised Signatory

Partner / Authorised Signatory

(R.D)

(R.V)

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Annual Statements of Accounts and Solvency

35. The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of he same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

Audit

36. The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(4) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.

Division of Annual Profit of the LLP

37. As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, may be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.

38. The Designated Partners have the following additional powers and responsibilities:

- a) To retain any existing Auditors for the following Accounting Period;
- b) To appoint new Auditors;
- c) To remove any existing Auditors from their office;
- d) The power to agree to the rate of remuneration for any Auditors.

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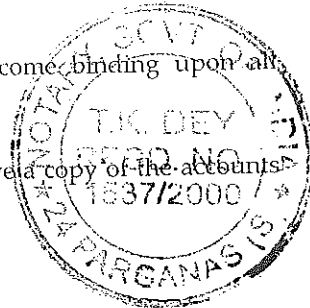
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(RJK)

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- e) At the end of each Accounting Period a profit and loss and balance sheet shall be prepared and audited in accordance with all relevant financial reporting standards, including the disclosure of Partner's interests in the LLP and further notes or information and in a format as required by the Act.
- f) The Partners shall meet and approve the accounts, in accordance with the Act.
- g) After approval, the accounts will become binding upon all Partners.
- h) After approval, each Partner will receive a copy of the accounts in accordance with the Act.



Banking

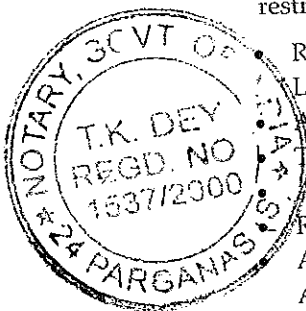
39.

- a) All funds of the Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. The partners may singly and severally be authorised to sign Cheques for the purposes of the LLP.

Management of the LLP

40.

- a) Partners' right to participate in the management of the LLP shall be as provided in this Agreement and otherwise it is restricted to:



- Ratification of this LLP Agreement post-incorporation of the LLP;
- Any alteration to this LLP Agreement;
- The admission of new Partners;
- Appointment of Designated Partner;
- Raising further capital;
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;

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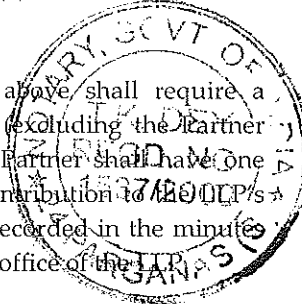
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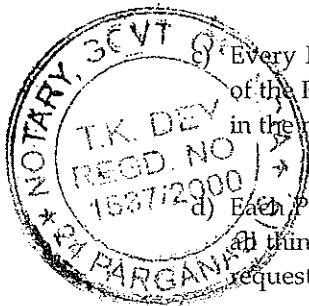
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- LLP may change its name by consent of all the partner notice of such change shall be given to the registrar within 30days, vide prescribed forms;
- Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- Winding up and dissolution of the LLP;
- All document may be served on a LLP at its registered office and any other address as may be mutually decided by the partner in compliance with Section 13(2) of the LLP Act, 2008 and Rule 16(2) of the LLP rules, 2009;

In deciding all the matters specified above, shall require a unanimous decision of all the Partners (excluding the Partner who is going to be expelled) and each Partner shall have one vote each irrespective of their capital contribution to the LLP's capital. The decisions so taken shall be recorded in the minutes book and the same kept at the registered office of the LLP.



- b) The Designated partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners being the original Parties hereto as agreed upon mutually between them by themselves or otherwise so however that they shall be the first Designated partners to be named in the Incorporation Document submitted for the LLP's registration and to be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008.



Every Partner appointed as a Designated Partner by a majority of the Partners as stated in (2) above shall be entitled to take part in the management of the LLP.

- d) Each Partner shall render true accounts and full information of all things affecting the LLP to the Designated Partner(s) and on request to any Partner or his legal representative.

- e) All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency.

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Partner / Authorised Signatory

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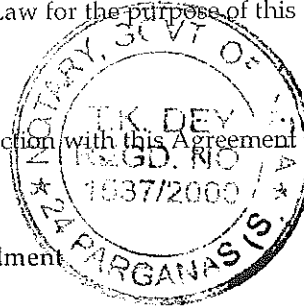
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Winding Up & Dissolution

41. The LLP can be wound up either voluntary with the consent of all the partners or by the Tribunal subject to the provisions of Limited Liability Partnership Act, 2008.

Governing Law and Dispute Resolution

- 42.
- a) Laws of India shall be the Governing Law for the purpose of this Agreement.
 - b) Any dispute arising out of or in connection with this Agreement shall be referred to Courts in Kolkata.

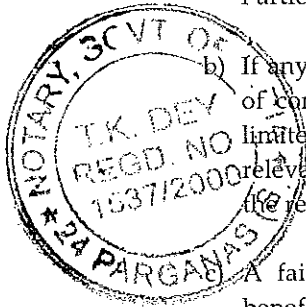


Alteration or amendment

43. No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

Entire agreement, Severability & Waiver

- 44.
- a) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.
 - b) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.



A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or

R

Khaitan Construction LLP

Partner / Authorised Signatory
(RJD)

W

Khaitan Construction LLP

Partner / Authorised Signatory
(RYS)

7 9 NOV 2014

Designated Partner or on their behalf under this Agreement deemed as a waiver.

IN WITNESS WHEREOF, the parties hereto do hereunto set and affix their respective hands and seal in the year months and date first above written.

SIGNED, IN THE PRESENCE OF:

1 Prabhesh Kumar Singh,
(PRABHASH KUMAR SINGH)
10A, Rawdon Street
Kolkata - 700017

Rajadev Khaitan

1. (Party of the First Part)

2 Bhunesh Sharma
(BHUNESH SHARMA)
10, A Rawdon Street
Kolkata - 700017

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2. (Party of the Second Part)

Identified by me
Sandip Sanyal
Advocate



Signature Attested
on Identification

T. K. Dey, Notary
Allipore Judges' Police Court, Co-27
Regd. No. 1537/2000, Govt. of India

Khaitan Construction LLP

Partner / Authorised Signatory
(RSD)

Khaitan Construction LLP

Partner / Authorised Signatory
(RSD)

29 NOV 2014