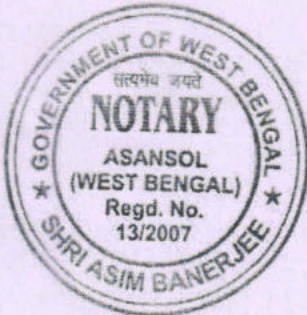


सत्यमेव जयते

GOVERNMENT OF WEST BENGAL

**OFFICE OF THE NOTARY PUBLIC**

NEW UPPER CHELIDANGA, SHIB MANDIR  
ASANSOL - 713304



**PROFESSIONAL ADDRESS :**

ASANSOL COURT  
&  
NEW UPPER CHELIDANGA  
SHIB MANDIR  
ASANSOL - 713304

Sl. No. 301/15

Date 24 APR 2015

**NOTARIAL CERTIFICATE**

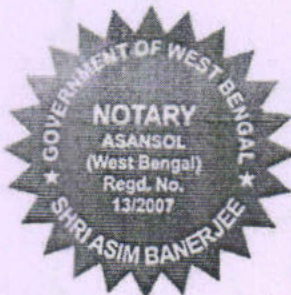
(Pursuant to section 8 of the Notaries Act 1952)

TO ALL TO WHOM THESE PRESENTS shall come. I, SHRI ASIM BANERJEE, duly appointed and authorised by the Government of West Bengal to practice as a "NOTARY" do hereby verify, authenticate, certify, attest as under the execution of the Instrument annexed here to collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, present before me.

According to that I do hereby certify authenticate and attest the contains thereon, and this is to certify, authenticate and attest that the annexed instrument "A" is the original L.L.P. Agreement of vijay sharma.....executed by Developers/llp on D. Binod Kumar Sharma & Vinay K. Sharma & others on 24 APR 2015

PRIME FACIE the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHERE OF being required of a "NOTARY" I, the said Notary, do hereby subscribe my signature and affix the seal of my office, Asansol on this the 24th day of April the year 2015



**SHRI ASIM BANERJEE**

NOTARY,  
Govt. of W. B.  
New Upper Chelidanga, Shib Mandir  
ASANSOL - 4

24 APR 2015



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 280046

**LLP AGREEMENT OF  
VIGNESHWARA DEVELOPERS LLP, INSTRUMENT - "A"**  
(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at ASANSOL on this 24<sup>th</sup> day of April, 2015.

BETWEEN

**Binod Kumar Sharma**, son of Late Chaturthi Lal Sharma, aged above 54 years, having Designated Partner Identification Number (DPIN) 01849550 residing at Sripur Bazar, PS: Jamuria, Dist: Burdwan, Jamuria, 713373, West Bengal, India, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

**Vinay Kumar Sharma**, son of Ram Chandra Sharma, aged above 44 years, having Designated Partner Identification Number (DPIN) 01870101 residing at Silicate Factory Road, Ashirbad Bhawan, Durga mandir, Asansol, 713303, West Bengal, India, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,



24 APR 2015

Vinay Kumar Sharma

Binod Kumar Khoundolui

Binod K. Sharma

Dhanesh Sharma

Shakuntala Sharma

**Shakuntala Sharma**, daughter of Sri Kashi Prasad Joshi aged above 67 years, having Income-tax Permanent Account Number (PAN) AMIPS6120P, residing at Rangameta East, P.O. Rupnarayanpur Bazar-713364, Dist: Burdwan, West Bengal, India, 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 **THIRD PARTY**,

Vijay Kumar Sharma  
Kamal Kumar Khandelwal

**Nitesh Sharma**, son of Sri Santosh Kumar Sharma, aged above 34 years, having Income-tax Permanent Account Number (PAN) AOIPS3868N, residing at Rangameta East, P.O. Rupnarayanpur Bazar-713364, Dist: Burdwan, West Bengal, India, 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 **FOURTH PARTY**,

Rachana Sharma

**Dhanesh Sharma**, son of Sri Rajendra Prasad Sharma, aged above 32 years, having Income-tax Permanent Account Number (PAN) APDPS1147Q, residing at Rangameta East, P.O. Rupnarayanpur Bazar-713364, Dist: Burdwan, West Bengal, India, 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 **FIFTH PARTY**,

Meena Devi Sharma  
Shakuntala Sharma

**Joyti Sharma**, daughter of Sri Shyam Sundar Sharma, aged above 32 years, having Income-tax Permanent Account Number (PAN) ATQPS3747R, residing at Sripur Bazar, PS: Jamuria, Dist: Burdwan, Jamuria, 713373, West Bengal India, 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 **SIXTH PARTY**,

Binit km. Sharma

**Meena Devi Sharma**, daughter of Sri Bajrang Lal Sharma, aged above 46 years, having Income-tax Permanent Account Number (PAN) AJWPS7959K, residing at Sripur Bazar, PS: Jamuria, Dist: Burdwan, Jamuria, 713373, West Bengal India, 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 **SEVENTH PARTY**,

Sita Devi  
Dhanesh Sharma  
Binit km. Khandelwal  
Nitish Sharma

**Kamal Kumar Khandelwal**, son of Sri Rameshwar Lal Khandelwal, aged above 42 years, having Income-tax Permanent Account Number (PAN) AFOPK3096D, Silicate Factory Road, Ashirbad Bhawan, Durga Mandir, Asansol, 713303, West Bengal, India, 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 **EIGHT PARTY**,

**Rachana Sharma**, daughter of Late Om Prakash Sharma, aged above 42 years, having Income-tax Permanent Account Number (PAN) BDLPS2475Q, residing at Silicate Factory Road, Ashirbad Bhawan, Durga Mandir, Asansol, 713303, West Bengal, India 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 **NINTH PARTY, AND**



24 APR 2015

Bimal Kumar Khandelwal son of Sri Rameshwar Lal Khandelwal , aged above 40 years, having Income-tax Permanent Account Number (PAN) APYPK2740J, residing at Silicate Factory Road, Ashirbad Bhawan, Durga Mandir, Asansol, 713303, West Bengal, India, 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 TENTH PARTY

THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH AND TENTH PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS.

(This Stamp Paper is an integral part of the agreement of LLP executed on the day here in above mentioned between the aforesaid First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Parties)

WHEREAS the abovementioned PARTNERS were the SHAREHOLDERS of VIGNESHWARA DEVELOPERS PVT. LTD. (CIN U45400WB2008PTC122017) and had decided to convert the said Company into Limited Liability Partnership and accordingly have converted into a Limited Liability Partnership vide LLP Identification Number AAD-6383 dated 26.03.2015 issued by the Registrar of Companies, West Bengal.

All Share Holders have become Partners of Limited Liability Partnership and have now decided to continue and carry on the said business as carried out by the said VIGNESHWARA DEVELOPERS PVT. LTD.

The Parties have mutually decided to put all the terms & conditions on the basis of which this Limited Liability Partnership has been formed & they shall continue the business of the same and have decided to put the said conditions in writing. For the matters not mentioned in this Agreement and not specifically resolved, the provisions given in the and Limited Liability Partnership Act, 2008 shall prevail

**Definitions:**

- i. **The Act and the said Act** shall mean the Limited Liability Partnership Act, 2008
- ii. **The Rules and the said Rules** shall mean the Limited Liability Partnership Rules, 2009
- iii. **First Schedule** - The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement.
- iv. **Designated Partners** - Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008



24 APR 2015

Shakuntala Sharma

Vinay Kumar Stamp

Kamal Kumar Khandelwal

Rachana Sharma

Meena Devi Sharma

Bimal Kumar

5/11/2015

Dhanesh Sharma

Bimal Kumar Khandelwal

Nitish Sharma

- v. **Partners** - Partners are those who are admitted to **VIGNESHWARA DEVELOPERS LLP** with the mutual consent of the Partners/Designated Partners and include the Designated Partners.
- vi. **Capital Contribution** - Capital Contribution means the amount which has already been contributed as per the Balance Sheet of erstwhile company M/s. Vighneshwara Developers Pvt. Ltd.
- vii. **Profit Sharing Ratio**- Profit Sharing Ratio means the ratio in which the profits and losses of the LLP shall be distributed among the partners of the LLP, and is more specifically described in clause 5 of this Agreement.

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

**1. NAME**

A Limited Liability Partnership shall be carried on in the name and style of **'VIGNESHWARA DEVELOPERS LLP'** [Hereinafter called as 'LLP' or 'the LLP'].

**2. ADDRESS**

The **VIGNESHWARA DEVELOPERS LLP** shall have its registered office at Silicate Factory Road, Ashirwad Bhawan, Durga Mandir, Ushagram, Post: Asansol-713303, West Bengal, India and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

**3. BUSINESS**

The LLP's business shall be to carry on the following objects and all other allied matters, until and unless changed as mutually agreed upon by the Partners for the time being of the LLP

- a. To carry on business of Architects, Planning and supervision in Civil construction, Builders, Developers, Contractors, Engineers, Surveyors, Promoters, Estimators, Designers, piler foundation and structural fabricator, real estate dealer in all their respective branches and to deal, purchase, construct, execute, carryout improvement, work, develop, administer, manage, control or otherwise deal in lands, buildings, properties situated in Indian Union or elsewhere.
- b. To Purchase, Acquire, Develop, Construct, Manage, Promote land, building , Market Complex, Flats, Mall, farmhouse, warehouse, hotel/guest house and other properties, whether belonging to the LLP or not and to sell and/or let out them on rent.

✓ Shakuntala Sharma  
 ✓ Vinay Kumar Sharma  
 ✓ Meena Devi Sharma  
 ✓ Rakesh Sharma  
 ✓ Nitesh Sharma  
 ✓ Smita Ghosh  
 ✓ Banerjee Kar. Sharma  
 ✓ Pinal Kumar Khandekar  
 ✓ Komal Kumar Khandekar



24 APR 2015

- c. To sell, purchase, exchange, subscribe, acquire, undertake and hold all types of Shares, Securities, Mutual funds, Stocks and Bonds including equity shares and others.
- d. To carry on all other activities, which is incidental or ancillary to the attainment of the above mentioned business/objects.
- e. To carry other business/s more particularly described in the Schedule 1 annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

**4. DESIGNATED PARTNERS/PARTNERS**

The First and Second Parties, representing the company are the Designated Partners on the incorporation of said LLP as notified to the Registrar.

The Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth parties are the Partners on the incorporation of the said LLP.

**5. PARTNERS' CONTRIBUTION & PROFIT SHARING RATIO**

- 1. The Capital Contribution/ Capital of Vighneshwara Developers LLP shall be Rs 19,10,000/- (Rupees Nineteen Lakhs ten thousand only) which shall be contributed by the partners in the following proportions.

Name of the Partners/Designated Partners	Amount contributed (Rs.)	Percentage (%)
Binod Kumar Sharma	120000	6.28
Vinay Kumar Sharma	180000	9.42
Shakuntala Sharma	100000	5.24
Nitesh Sharma	615000	32.20
Dhanesh Sharma	545000	28.53
Joyti Sharma	130000	6.81
Meena Devi Sharma	50000	2.62
Kamal Kumar Khandelwal	60000	3.14
Rachana Sharma	40000	2.09
Bimal Kumar Khandelwal	70000	3.67

Binod Kr. Sharma

Binod Kumar Khandelwal

- 2. Any further Contributions if required by the LLP shall be brought in by the partners in such ratio as may be decided with the Consensus/Majority of the partners from time to time.

- 3. All the Partners of the LLP are entitled to share profit and losses in the ratio of their respective contribution in the LLP.

Shakuntala Sharma

Vinay Kumar Sharma  
Kamal Kumar Khandelwal  
Rachana Sharma

Meena Devi Sharma

Satish

Dhanesh Sharma

Nitesh Sharma



24 APR 2015

4. Unless majority of the Partners agree otherwise, the profit sharing ratio of any new Partner admitted in the LLP will be in proportion to his contribution to the LLP.
5. The profit sharing ratio of the Partners may be altered subject to approval by consensus/majority of Partners, and alteration of the LLP Agreement to this effect and necessary compliance with all the requirements under the Act and Rules.
6. The voting rights of all the Partners shall be in the ratio of their respective contribution stated here in before.
7. The Contribution of a Partner may be tangible, intangible movable or immovable property.
8. Subject to the approval by consensus/majority of the partners, LLP may call for bringing in additional amount of contribution, over and above initial capital contribution from the existing partners in their contribution/profit sharing ratio for meeting operational needs, working capital requirements and any other requirements.
9. Subject to the approval by consensus/ majority of partners, additional amount from the existing partners may be brought in as a loan which shall carry such amount of interest as agreed at the time of bringing in the amount but in no case the interest rate shall exceed 12% p.a. as provided by the Income Tax Act 1961.
10. The contribution brought in by each of the partners may be withdrawn, partly or fully with the consent of majority of the partners. Such withdrawal of contribution shall be followed by a suitable modification of the LLP Agreement with the consent of majority of the partners in case there is a change in profit or loss sharing ratio due to such change.

**6. PARTNERS**

**Admission of New Partner:**

- a) Admission/Introduction of a new partner will not be without the consensus/majority of the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
- b) Consequent to admission of a new partner the LLP agreement shall be suitably modified with the consent of the partners.

**Resignation/ Retirement of Partner:**

- a) Partner may cease to be partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other partners of his intention to resign/ retire as partner.
- b) No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.

Shakuntala Sharma

Vinay Kumar Sharma  
Kamal Kumar Khandekar  
Rachana Sharma

Musona Devi Sharma

Bunod K. Sharma

Siddhant

Dhanesh Sharma

Bimal Kumar Khandekar

Nitesh Sharma



24 APR 2015

**Rights of Partner:**

- a) 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.
- b) Every partner has a right to have access to and to inspect and copy any books of the LLP.
- c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.
- d) The LLP shall have perpetual succession. Death, retirement or insolvency of any partner shall not dissolve the LLP.
- e) On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the LLP as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
- f) On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.
- g) If any partner shall advance any sum of money to LLP over and above his due contribution to capital, the same shall be a debt due from The LLP to the partner advancing the same and may carry simple interest at the rate decided by the partners unanimously.

**Duties of Partners:**

- a) 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.
- b) 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.
- c) Each partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any partner or his legal representatives.

Shakuntala Sharma  
 Niraj Kumar Sharma  
 Kamal Kumar Khandelwal  
 Richa Sharma  
 Vidya Devi Sharma  
 Binod K. Sharma  
 Sudeep  
 Binod Kumar Khandelwal  
 Dhansh Sharma



24 APR 2015



- d) In case any of the Partners of the LLP desires to transfer or assign his interest or share in the LLP he has to offer the same to the remaining partners only by giving 30 days notice.
- e) 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.

**Restriction on the Partner's Authority**

**No partner shall without the written consent of the LLP,:**

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. 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 consensus/majority of the partners.

**7. MEETING**

- a) All the matters related to the LLP as mentioned in Schedule II to this agreement shall be decided by a resolution passed by consensus/ majority of the partners.
- b) The meeting of designated partners may be called by giving 7 days notice. In case if any urgent meeting is called, the notice requirement is to be rectified by all the Partners or by Proxy.
- c) The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email IDs provided by the individual Partners in written to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
- d) The voting for matters discussed at the meetings of partners shall be by show of hands, unless voting by poll is demanded by Partners. The voting rights of all the partners shall be in the ratio of their respective capital contribution in the LLP in

✓ Shakuntala Sharma

Niraj Kumar Sharma  
Kamal Kumar Khandela  
Rachana Sharma

✓ Meena Devi Sharma

Binit K. Sharma

5/11/2015

Dhanesh Sharma

Binit Kumar Khandela

✓ Nishi Sharma



24 APR 2015

case of a poll. On voting by show of hands, each partner shall have one vote. In case of equality of votes, the chairman of the meeting, shall both on a show of hands and at a poll, if any, shall have a casting vote in addition to the votes to which he may be entitled as a Partner.

- e) 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.
- f) With the written Consent of the partners, a meeting of the Partners may be conducted through Teleconferencing.
- g) 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.

**Chairman of the meeting**

- h) The majority of partners may, at any time, elect any person amongst them as a Chairman to chair all or any of the meetings of the partners of the LLP held after his appointment as a chairman.
- i) If the majority of the partners of the LLP have not appointed any Chairman or if at any meeting, such chairman shall not be present within fifteen minutes of the time appointed for holding such meeting then the Partners present shall elect one of their partner to be the Chairman.
- j) No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

**8. DESIGNATED PARTNERS**

**Appointment of Designated Partners:**

- a) The First Party and the Second Party shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.
- b) The majority of partners of the LLP may appoint, from time to time, any one or more members to be the Designated Partners of the LLP, such that the minimum number of Designated Partners does not, at any time, falls below two.
- c) The Designated Partners need not be compulsorily partners of the LLP.
- d) The LLP may from time to time, increase or reduce the number of Designated Partners, with the approval of majority of Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

Shakuntala Sharma  
 Vinay Kumar Singh  
 Kamal Kumar Khandolwal  
 Mumu Devi Sharma  
 Rachana Sharma

Bened K. Sharma

STAFF  
 Dhakesh Sharma

Bened K. Khandolwal

Nitesh Sharma



24 APR 2015

**Resignation of Designated Partner:**

- e) Any Designated Partner may resign from the LLP by giving a notice of 30 days to the LLP.
- f) The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the partners of LLP within a period of 2 months from the date of resignation.

**Removal of Designated Partner:**

- g) Any Designated Partner can be expelled by the other Partners or majority of Partners by assigning the reason for removal of Designated Partner.
- h) A Designated Partner may be expelled by giving a notice of thirty (30) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard,
- i) The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of majority of partners of LLP within a period of 3 months from the date of removal.

**Powers of Designated Partner (Management and Administration of LLP's business)**

- j) The business of LLP shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of LLP.
- k) Provided that the Designated Partners shall not except with the consent of the majority of the Partners:
  - i) sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, or the whole, or substantially the whole, of any such undertaking;
  - ii) remit or give time for the repayment of, any debt by a Designated Partner;
  - iii) invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking as is referred to in Clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- l) All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.

✓ Shakuntala Sharma  
 ✓ Vinay Kumar Sharma  
 ✓ Kapil Kumar Khundelwal  
 ✓ Rachana Sharma  
 ✓ Dhruv Kr. Sharma  
 ✓ Binod Kumar Khundelwal  
 ✓ Dhanesh Sharma  
 ✓ Meera Devi Sharma  
 ✓ Nitesh Sharma



24 APR 2015

m) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by 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.

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

**Remuneration of Designated/Other Partners**

o) The LLP shall pay such remuneration to each of the Designated/ any other Partner as may be decided by the majority of the Partners, for rendering their services as such.

p) Any of Individual Partners may be paid partners salary as approved by the majority of Partner out of the profits of LLP which shall be in accordance with the Income Tax Act, 1961.

q) (i) It is agreed that the Designated Partners shall act as working partners who will engage themselves actively in conducting the affairs of the partnership business.

(ii) The remuneration payable to each designated/working partner will be as under:

FIRST PARTY	Rs. 25,000/- per month
SECOND PARTY	Rs. 25,000/- per month

(iii) Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each partner will be calculated and paid or credited to his account only once on ascertainment of book profit after the close of financial year except earlier in the event of the retirement/death of a partner or change in the constitution or dissolution of LLP. The partners shall however have the option to make interim withdrawals towards interest and/or remuneration as the case may be, at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted the final figure determined on finalization of accounts after the close of the accounting period.

(iv) However the remuneration payable to the working partner shall be limited to the profit in a case where the remuneration payable as per clause (ii) exceeds profits. In that case remuneration shall be payable to each partner 50% of said profit.

(v) The remuneration payable to working partners as per clause (ii) may be increase/decrease as may be decided by the majority of the Partners.

शक्ति शर्मा ✓  
Shakti Sharma

धनेश शर्मा ✓  
Dhanesh Sharma

नितीश शर्मा ✓  
Nitesh Sharma

विजय कुमार शर्मा ✓  
Kamal Kumar Khendelwal ✓  
Rachona Sharma ✓

बिन्दू क. शर्मा ✓  
Bimal Kumar Khendelwal ✓



24 APR 2015

9. INDEMNITY

The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

10. TRANSFER OR ASSIGNMENT OF RIGHTS

- a. In case any of the Partners of the LLP desires to transfer or assign his interest in LLP, he has to offer the same in accordance to then statement of affairs of accounts and/or Balance Sheet to the remaining Partners by giving 30 days notice.
- b. In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
- c. Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 15 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

11. BORROWING POWERS

The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital/Fixed Capital requirements, and any other administrative and strategic requirements, with the approval of all the Designated Partners, such amount as authorized by majority of the partners in the account of LLP as on the date of borrowing.

In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.

The LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.

Any borrowings made by the LLP may, at any time, be converted into contribution of LLP and the lender of such funds may be converted into a Partner of LLP, subject to approval of majority of partners of the LLP.

On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as the appointer") for borrowing any

Vinay Kumar Sharma  
Kamal Kumar Khandilwal  
Rachana Sharma

Shakuntala Sharma

Muna Devi Sharma

Devinder Sharma

सुदीप

Dhanesh Sharma

Bimal Kumar Khandilwal

Nitesh Sharma



24 APR 2015

money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

**12. AUDITOR**

- a) The auditors can be appointed with the consent of all the Designated Partners of the LLP.
- b) If the auditors are not appointed by the Designated Partners of the LLP, then the Auditors can be appointed with the consent of all majority of Partners of the LLP.
- c) The auditors can be removed before the expiry of the term of auditors with the consent of majority of the Partners of the LLP.

**13. EXTENT OF LIABILITY OF LLP**

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 Limited Liability Partnership; or
- ii) In or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.

**14. COMMON SEAL**

The LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

**15. BOOKS AND ACCOUNTS**

- a) The books of accounts of the LLP shall be kept for the reference of all the Partners at the Registered Office of the said LLP or such other place as agreed by all the Partners.
- b) The accounting year of the LLP shall be from 1st April of the year to 31<sup>st</sup> March of subsequent year. The first accounting year shall be from the date of commencement of the said LLP till 31st March of the subsequent year.
- c) The final accounts of the LLP containing the Profit & Loss Account and Balance Sheet shall be made after the 31st March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.

Shakuntala Sharma

Vinay Kumar Sharma  
Kamal Kumar Khadilkar

Meena Devi Sharma

Bimal Kumar Khadilkar

Dr. Jyoti Sharma



24 APR 2015

**16. BANKER**

It is expressly agreed that the bank account of the LLP shall be opened with any Bank / s and the Partners may mutually decide and shall be operated jointly and/or severally as agreed by the majority of partners from time to time.

**17. DISPUTE RESOLUTION**

All disputes between the Partners or between the Partner and the LLP arising out of the Limited Liability Partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

**18. TERM OF LLP**

The LLP shall commence on the date of registration of the LLP and shall continue to operate thereafter subject to the provision of the LLP Act, 2008 until termination of this Agreement by consent of all the then Partners and making a Dissolution Deed for disposal of the LLP.

**19. WINDING UP**

The LLP can be wound up with the consent of Absolute Majority of the partners subject to the provisions of Limited Liability Partnership Act 2008.

**20. MISCELLANEOUS**

- a) The LLP shall carry on its business from the registered office, however it may carry its business from such other place or places, as shall to by the majority of the partners from time to time.
- b) The LLP may change its registered office from one place to another within or outside the same state as shall be agreed to by the majority of the partners from time to time.
- c) The LLP may change its name to any other name subject to approval from the registrar or any other person authorized under the act as shall be agreed to by the majority of the partners from time to time.
- d) Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.
- e) All disputes between the Partners or between the Partner and the LLP arising out of the Limited Liability Partnership agreement which cannot be resolved

Shakuntala Sharma

Vinay Kumar Sharma  
Kamal Kumar Khandelwal  
Rachana Sharma

Meena Devi Sharma

Kav. Sharma

Bijoy Khandewal

Sheela Ritesh

Nitesh Sharma



24 APR 2015

in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

For and on behalf of  
VIGNESHWARA DEVELOPERS LLP

Binod K. Sharma  
BINOD KUMAR SHARMA

Vinay Kumar Sharma  
VINAY KUMAR SHARMA

Shakuntala Sharma  
SHAKUNTALA SHARMA

Nitesh Sharma  
NITESH SHARMA

Dhanesh Sharma  
DHANESH SHARMA

ज्योती शर्मा  
JOYTI SHARMA

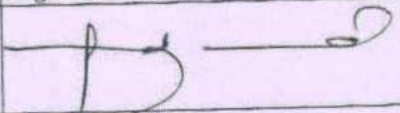
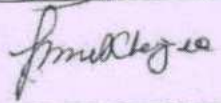
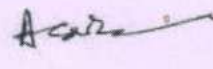
Meena Devi Sharma  
MEENA DEVI SHARMA

Kamal Kumar Khandelwal  
KAMAL KUMAR KHANDELWAL

Rachana Sharma  
RACHANA SHARMA

Bimal Kumar Khandelwal  
BIMAL KUMAR KHANDELWAL

Witness:

Name	Address	Signature
SUNIL KR AGARWAL	46, G.T. Road Durgam Chancery Asansol - 1	
PARTHA MUKHERJEE	KALYANPUR HOUSING PO RKMISSION ASANSOL - 05	
Arunava Sengupta	40/N, D-Block Kalyanpur-713341	

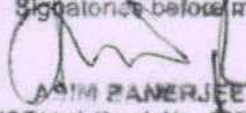


Place:

Date:

IDENTIFIED BY ME  
AND SIGN IN MY PRESENCE  
Swapan Chandra  
ADVOCATE

Certified, authenticated, attested this original instrument "A" being executed, admitted, identified by the respective Signatories before me

  
A.S.M BANERJEE  
NOTARY, Regd. No.-13/2007  
Govt of WB, Asansol Court

24 APR 2015



SCHEDULE 1

ANCILLARY OR OTHER BUSINESS TO BE CARRIED OVER BY THE  
VIGNESHWARA DEVELOPERS LLP

THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF  
THE MAIN BUSINESS ARE:

- (A) To lend and advance money, out of surplus fund of the LLP not immediately required, either with or without security and give credit to such persons or (including government) and upon such terms and conditions as the LLP may think fit but not amounting to Banking business as defined under the Banking Regulation Act, 1949.
- (B) To undertake financial and commercial obligations, transactions and operation for achievement of the main objects of the LLP.
- (C) To invest any surplus money of the LLP not immediately required in such investments as may be thought proper.
- (D) Subject to the provisions of law in force & the rules framed thereunder & directives issued by R.B.I. for the time being, to receive money on loan and borrow or raise money in such manner as the LLP shall think fit.
- (E) To do all such other things as may be deemed incidental or conducive to the attainment of the main objects of the firm.
- (F) To invest by entering Contract of any kind, description, agreement, partnerships, arrangements, joint venture or in any form with any person as deemed fit.
- (G) To do generally all activities as the partners may decide.

Shakuntala Sharma  
Bimal Kumar Khandelwal  
Nitesh Sharma  
Dhanesh Sharma  
Munad Devi Sharma  
Jitraj Kumar Sharma  
Kamalkumar Khandelwal  
Rachana Sharma  
Binod K. Sharma



24 APR 2015

SCHEDULE 2

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY OF THE PARTNERS

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

- (a) Increase or reduction in contribution.
- (b) Increase / Decrease or removal of Designated Partners or change in working Designated Partners.
- (c) Alteration of LLP Agreement.
- (d) Modification in the right of Designated Partners,
- (e) Placing of the LLP in Voluntary dissolution or liquidation
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of dividend and its quantum, and other appropriations of profits.
- (h) Sale or Assignment of goodwill of the LLP.
- (i) Opening closing of bank account/s and modifying mandate for operation of such account

सुदीप शर्मा ✓ शकुन्तला शर्मा

Binul Kumar Khundelwal

Nitesh Sharma

Dhanesh Sharma ✓

Meena Devi Sharma ✓

Vinay Kumar Sharma ✓

Kamal Kumar Khundelwal ✓

Rachana Sharma ✓

Binod K. Sharma ✓



21 APR 2015