



पश्चिम बंगाल WEST BENGAL

E 783747

This Limited Liability Partnership Agreement made at Kolkata on this 12<sup>th</sup> day of May, 2011 by and between

Akriti Vyapaar Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-95, Lake View Road, Kolkata -700 029, hereinafter referred to as the "First Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the First Part;

Apoorv Vanijya Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-95, Lake View Road, Kolkata - 700 029, hereinafter referred to as the "Second Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Second Part;

*Subhart*

*Amorita*

*Abhishek*





पश्चिम बंगाल WEST BENGAL

F 149652

**Akshar Commodities Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-95, Lake View Road, Kolkata – 700 029, hereinafter referred to as the “Third Party” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Third Part**;

**Ajeya Commodities Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-95, Lake View Road, Kolkata – 700 029, hereinafter referred to as the “Fourth Party” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Fourth Part**;

**Vital Dealer Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 4, Fairlie Place, 1<sup>st</sup> Floor, Room No 102, Kolkata – 700 001, hereinafter referred to as the “Fifth Party” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Fifth Part**;

*Siddhat*

*Aminda*

*W. S. Gupta*



**Sunflower Marketing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 4, Fairlie Place, 1<sup>st</sup> Floor, Room No 102, Kolkata – 700 001, hereinafter referred to as the **“Sixth Party”** (which expression shall mean and include its successors-in-interest and/or assigns) of the **Sixth Part**;

**Maple Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 4, Fairlie Place, 1<sup>st</sup> Floor, Room No 102, Kolkata – 700 001, hereinafter referred to as the **“Seventh Party”** (which expression shall mean and include its successors-in-interest and/or assigns) of the **Seventh Part**;

**Avikar Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-95, Lake View Road, Kolkata – 700 029, hereinafter referred to as the **“Eighth Party”** (which expression shall mean and include its successors-in-interest and/or assigns) of the **Eighth Part**; **And**

**Arya Realty Developers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-95, Lake View Road, Kolkata – 700 029, hereinafter referred to as the **“Ninth Party”** (which expression shall mean and include its successors-in-interest and/or assigns) of the **Ninth Part**.

The **“First Party”**, **“Second Party”**, **“Third Party”**, **“Fourth Party”**, **“Fifth Party”**, **“Sixth Party”**, **“Seventh Party”**, **“Eighth Party”** and **“Ninth Party”** are hereinafter individually referred to as a **“Party”** and collectively as **“Parties”**, provided that the First Party to the Eighth Party shall collectively be deemed to be one Party.

**Whereas:-**

- A. The Parties hereto have decided to form a limited liability partnership on certain mutually agreed terms and conditions.
- B. Thus, the Parties are desirous of recording their mutual understanding and agreement as to the inter se rights, obligations and liabilities of the Parties as also those relating to the organization, management and operation of the limited liability partnership.

**Now Therefore** in consideration of the mutual covenants, terms and conditions and understandings as set forth herein, the sufficiency whereof each of the Parties admit and acknowledge, the Parties hereto agree as follows:

## Article 1

### Definitions and Interpretation

- 1.1 In this Agreement the following captioned terms shall have the respective meaning to them in this Article:

**“Act”** shall mean the Limited Liability Partnership Act, 2008 (6 of 2009) of India,

*Siddhart*

*Siddhart*

*Siddhart*



"Designated Partner" shall mean any Partner appointed in terms of these presents.

"Effective Date" shall mean the date of incorporation of the LLP.

"Financial Year" shall mean each period of 12 (twelve) months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March of the succeeding calendar year.

"LLP" shall mean the limited liability partnership, to be formed in terms of this Agreement, and to be known as "Windham Heights LLP".

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

"Rules" shall mean the Limited Liability Rules, 2009 as amended from time to time.

"Said Premises" shall mean All That the piece and parcel of land admeasuring 50 cottahs more or less, comprised in a portion of R.S. Dag No. 146, appertaining to several Khatian Nos., Mouza Patuli, Police Station Jadavpur, District South 24 Parganas, and presently numbered as Premises Nos. 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 193, 194, 195, 196, 197 and 198, Brijl East, Kolkata.

## 1.2 Interpretation:

In this Agreement, unless the contrary intention appears:

1.2.1 references to any law shall include any statutes and rules or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;

1.2.2 words in the singular include the plural and vice versa and words importing any gender include all genders;

1.2.3 a reference to a Clause, a Sub-clause, Article or a Schedule is a reference to a Clause, a Sub-clause, Article or a Schedule, as the case may be of, or to, this Agreement;

1.2.4 headings are for convenience only and shall not in isolation affect the construction or interpretation of this Agreement;

1.2.5 references to this Agreement shall include the Recitals, Articles, Clauses, Sub-Clauses hereof and the Schedules hereto;

1.2.6 the term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;

1.2.7 the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.



10 MAR 2012

KAPIL KUMAR SARKAR  
DIRECTOR  
KOLKATA  
12/03/2012

*Abhinav*

*Pranav*

*Shobhit*



## Article 2

### Formation of the LLP and business

- 2.1 The Parties hereto have come together as Partners to form a limited liability partnership for carrying on the following business, namely, to carry on the business of real estate development, to acquire, purchase, prepare, exchange, hire, let out, lease, rent, buy, sell, construct, reconstruct, build, develop, promote, execute, undertake, contract, maintain, manage, run, model, re-model, erect, demolish, alter, furnish, improve, enlarge, pull down, decorate, or otherwise deal in land, buildings, real estate, properties, furniture, fittings, provision of amenities and services for commercial and industrial complexes, residential complexes, multi-purpose housing, office building, houses, flats, apartments, hospitals, shopping malls, hotels, motels, resorts, holiday homes, restaurants, special economic zones, amusement parks, IT Parks, cineplexes, multiplexes, auditoriums, highways, bridges, golf-courses, film-city, clubs, educational institutions, places of worship, conference rooms, libraries, dairy farms, agro-projects, and all other kinds of movable as well as immovable properties and to carry on the businesses of purchase, sale of building materials, construction, development, erection, expansion, designing, modernisation, management and maintenance of infrastructure projects like roads, highways, bridges, flyovers, airports, ports, railways, environmental engineering and management, sanitation, water-ways, sewerage disposal, industrial estate, townships, industrial parks, food parks, bio-technology parks, diagnostic centers, hospitals, nursing homes or any other facility of similar nature and to act as consultants, advisors, agents, maintenance service providers for real estate and properties and mobilize resources and to arrange both private and/or government sector participation for development of real estate and infrastructure projects, either on its own and/or in agreement, arrangement, association, collaboration, and joint venture with any individual body or bodies or corporates, partnership firms, company, or other organizations, Central or State government, etc.
- 2.2 The LLP shall be deemed to come into existence on and from the Effective Date and its business shall also be deemed to have commenced on the Effective Date.
- 2.3 The name of the LLP shall be "Windham Heights LLP" and the business shall be carried on in the name and style "Windham Height LLP", or such other name as the Ninth Party may determine.

*Siddhant*

*Prasanna*

## Article 3

### Registered office and place of business

- 3.1 The registered office of the LLP shall be situate at P-95, Lake View Road, Kolkata – 700 029 or such other place or places in India as may be determined by the Ninth Party.

*Shreya*



#### Article 4

##### Cost and expenses and common seal

- 4.1 After the registration of the LLP, the LLP shall reimburse the concerned Partners the costs of registration, legal fees, printing, stamp duties and all other direct costs at actuals incurred towards the incorporation and registration of the LLP in accordance with the accounts rendered to the LLP by such Partners.
- 4.2 The LLP shall have a common seal and it shall be laid before and adopted at the first general meeting held after the registration of the LLP. The common seal shall be affixed to any document or contract with the approval of and in the presence of at least two of the Designated Partners on each occasion, and to be recorded chronologically in the seal book maintained for the purpose under their signatures.

*Siddhant*

#### Article 5

##### Designated Partners

- 5.1 The following persons shall be the initial Designated Partners, namely:-
- (i) Mr. Alok Gupta, son of Late Abani Mohan Gupta, residing at 275, Amritlal Mukherjee Road, Kolkata - 700 063, being the nominee of the First Party; and
- (ii) Mr. Madan Gopal Marda, son of Mahabir Prasad Marda, residing at 1, BL-D, Ishan Bose Lane, Ward No. 26, Shibpur, Howrah - 711 102, being the nominee of the Second Party,

it being agreed and understood that each of the Parties shall be entitled at their discretion to remove and/or nominate any other person as a Designated Partner. Notwithstanding anything to the contrary recorded herein, it is mutually agreed between the Parties that the Ninth Party shall be entitled to cause any of the abovenamed Designated Partners to be removed and/or nominate any other person as a Designated Partner, which decision shall be final and binding on the other Partners.

- 5.2 Each Designated Partner shall be severally responsible to do, execute and perform all acts, deeds, matters and things as are required to be done by the LLP including in respect of compliance of the provisions of the Act, filing of any documents, returns, statements and the like pursuant to the said provisions.
- 5.3 The Designated Partner shall not do, execute or perform any act, deed or thing without the prior written consent of the Ninth Party.
- 5.4 A Designated Partner may resign from his office by giving to the LLP, at its registered office, a written notice of minimum 3 (three) months', provided that if as a consequence thereof there would remain only one Designated Partner in the LLP, the resignation shall not be effective until after a new Designated Partner is appointed.

*M. G. Marda*

*Alok Gupta*

#### Article 6



existing Partners at any time may admit others as they mutually decide unanimously at any time or from time to time provided that such person so agreed to be inducted as a Partner shall execute a deed of adherence, undertaking to abide by and comply with the terms and conditions of this Agreement. It is agreed and understood that there shall be no limit on the number of partners to be admitted.

#### Article 7

##### Term of the LLP

- 7.1 The LLP hereby constituted shall be continued until all the Partners unanimously agree to dissolve the LLP, in which case alone the LLP shall stand dissolved.

#### Article 8

##### Capital of the LLP and contribution of the Partners

- 8.1 The initial capital of the LLP shall be the sum of Rs. 3,70,00,000/- (Rupees Three Crores Seventy lacs only) and the same shall be brought into the LLP by the Partners in the form of cash / tangible or intangible property as stated hereinbelow. It is agreed and understood between the Parties that the contribution by the First Party, the Second Party, the Third Party, the Fourth Party, the Fifth Party, the Sixth Party, the Seventh Party and the Eighth Parties shall be in the form of causing transfer of the entirety of their respective right, title and interest in the Said Premises in favour of the LLP ("**Right, title and interest in the Said Premises**"). Such transfer shall be carried out in favour of the LLP and/or nominees of the LLP and/or in such other manner as may be mutually agreed between the Parties at such time and by execution and registration of such deeds or documents as may be determined by the Ninth Party:-

Party	Amount (Rs.)	Form
First Party	45,00,000/-	In cash and Right, title and interest in the Said Premises
Second Party	45,00,000/-	In cash and Right, title and interest in the Said Premises
Third Party	45,00,000/-	In cash and Right, title and interest in the Said Premises
Fourth Party	45,00,000/-	In cash and Right, title and interest in the Said Premises
Fifth Party	45,00,000/-	In cash and Right, title and interest in the Said Premises

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		the Said Premises
Seventh Party	45,00,000/-	In cash and Right, title and interest in the Said Premises
Eighth Party	45,00,000/-	In cash and Right, title and interest in the Said Premises
Ninth Party	10,00,000/-	In cash

The Ninth Party shall further bring into the LLP its brand value and expertise as also arrange for the necessary finance required for the development of inter alia the Said Premises. Further, additional capital may be brought in, in such proportion and on such terms and conditions, as may be mutually agreed to by the Parties from time to time.

- 8.2 Interest at the rate of 12% (twelve percent) per annum or as may be prescribed under section 40(b)(iv) of the Income-Tax Act, 1961 or any other applicable provision as may be in force in the Income-Tax assessment of the LLP for the relevant Financial Year, shall be payable to the Partners on the amount standing to the credit of the account of the Partners. Such interest shall be calculated and credited to the account of such partner at the close of the Financial Year. However, the rate of interest could be nil or lower than 12% (twelve percent) as may be agreed to by and between the Parties from time to time.
- 8.3 If any Partner shall advance any sum of money to the LLP over and above its due contribution towards the capital, the same shall be a debt, due from the LLP to the Partner advancing the same, and such amount shall carry simple interest at such rate as may be decided by the Partners unanimously.

#### Article 9

##### Assets of the LLP

- 9.1 All the assets created and owned by or acquired and belonging to the LLP including but not limited to the intellectual property rights of whatever nature and kind shall be the property of the LLP, and no Partner shall be entitled to use for itself any such property otherwise than on such terms and conditions as may be determined by the LLP.

#### Article 10

##### Sharing of profit or loss

- 10.1 At the end of each Financial Year, the income of the LLP shall be credited to the general profit and loss account of the LLP, and after deducting the expenses towards office establishment and other expenses and outgoings of the LLP (including taxes payable by the LLP), the balance of the profit or loss, as the case may be, shall be divided amongst and/or borne by the Partners in the ratio as



Party	Share in net profit or loss (%)
First Party	6.25%
Second Party	6.25%
Third Party	6.25%
Fourth Party	6.25%
Fifth Party	6.25%
Sixth Party	6.25%
Seventh Party	6.25%
Eighth Party	6.25%
Ninth Party	50%

## Article II

### Management of the LLP

- 11.1 The Designated Partners appointed by the LLP shall be responsible both for the business management of the LLP as also the compliance management thereof under the Act, the Rules and this Agreement. Notwithstanding anything contained herein, the Designated Partners shall not do, execute or perform any act, deed or thing in respect of the LLP and/or its assets and properties, bank accounts etc. without the prior written consent of the Ninth Party.
- 11.2 This LLP Agreement along with the certificate of incorporation of the LLP shall be laid before the first general meeting of the Partners to be held within 30 (thirty) days of the registration of the LLP for ratification of this Agreement by the Partners as also by the LLP, and it shall be the responsibility of the Designated Partners herein to call, hold and conduct the meeting.
- 11.3 The meetings of the Partners shall be called and held by a notice in writing issued by any Designated Partner and failing him, by any Partner. All decisions at any meeting shall be subject to the prior written consent of the Ninth Party.
- 11.4 The Designated Partners shall at all times –
- 11.4.1 protect the property and assets of the LLP;
- 11.4.2 devote their attention to the business LLP diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the LLP;
- 11.4.3 punctually pay their separate debts to the LLP, if any, as and when they fall due and indemnify the LLP and other Partners towards charges or costs incurred to protect the assets of the LLP against any failure to do so; and
- 11.4.4 inform the other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the

*Siddhant*

*Devi*

*Harsh*



## Article 12

### Books of account, annual accounts statements, reserve fund and audit

- 12.1 All the funds of the LLP business shall be deposited in its name in such bank account or accounts, as shall be determined by the Partners. Operation of all the bank accounts including withdrawals of funds from any such account shall be carried out by the persons as authorized by the Parties unanimously in a general meeting.
- 12.2 The LLP may borrow funds from such banks, financial institutions, bodies corporate or other parties, and on such terms and conditions and securities, as the Partners may from time to time unanimously agree upon.
- 12.3 All necessary books of account and other papers relating to the affairs of the LLP as prescribed under the Act and the Rules shall be ensured to be kept and maintained by the LLP through proper arrangements put in place by the Designated Partners at the principal place of business of the LLP and/or all other place(s) of business and the same shall be kept consolidated in such a manner as agreed upon by all the Partners. The accounts shall be kept on an accrual basis and according to the principles of double entry system of accounting 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(s) of business without the consent of all the Partners, and the same shall be open to their inspection on all days of the week.
- 12.4 The Designated Partners shall within a period of 6 (six) months from the end of each Financial Year, prepare the annual statement of accounts and solvency for the Financial Year ended, in accordance with the Act and Rules and arrange to have the same audited as provided in the said Rules, signed by each one of them. Further, it shall be responsibility of the Designated Partners to send a copy of the said annual statement of accounts and solvency to every Partner and obtain their written acceptance of the same.

*Siddhant*

*Signature*

## Article 13

### Responsibility of the Partners

- 13.1 Each Partner shall be just and faithful to the LLP and the other Partners.
- 13.2 Without the consent in writing of the other Partners, no Partner, while it is a Partner for the time being of the LLP, shall --
- 13.2.1 transfer, assign or otherwise encumber its share in the assets or profits of the LLP;
- 13.2.2 take any apprentice or hire or dismiss (except in case of gross misconduct) any servant or agent of the LLP;

*Signature*



- 13.2.4 give any security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business of the LLP;
- 13.2.5 secure surety or guarantee for any one, encumber or otherwise charge or pledge the properties or assets of the LLP;
- 13.2.6 draw or accept or endorse unauthorisedly any bill of exchange or promissory note on account of the LLP;
- 13.2.7 remit the whole or part of any debt due to the LLP;
- 13.2.8 commit to buy or buy any immovable property for the LLP;
- 13.2.9 commit to sell or sell any immovable property of the LLP;
- 13.2.10 submit a dispute relating to the business of the LLP to arbitration;
- 13.2.11 commit to compromise or relinquish any claim in whole or in part of the LLP;
- 13.2.12 withdraw a suit filed on behalf of the LLP;
- 13.2.13 admit any liability in a suit or proceeding against the LLP;
- 13.2.14 enter into any partnership, joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.
- 13.3 Every Partner shall indemnify the LLP for any loss caused to it on account of fraud committed by it in the conduct of the business. The LLP shall indemnify each Partner in respect of the payments made and personal liabilities incurred by such Partner (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. Further, the LLP shall indemnify each Partner and the Designated Partners against any liability incurred in defending any proceedings whether civil or criminal in relation to the LLP and its business transactions.

#### Article 14

##### Transfer or assignment

- 14.1 No Partner shall without the consent in writing of all the Partners transfer, assign or mortgage its share or interest or part thereof in the LLP including its share in the profits and losses of the LLP, including but not limited to the right to receive dividends.



of the LLP of its intention to do so. By reason of its retirement, such Partner shall be deemed to have assigned and released (i) unto and in favour of the continuing Partners its respective share and interest in the LLP's business and goodwill together with its benefit, stock in trade, money, credit and effects belonging thereto, to hold the same unto the continuing Partners absolutely, together with all the benefits of out- standing contracts and business; and (ii) unto the LLP its Right, title and interest in the Said Premises. Further, the continuing Partners along with new Partners, if any, shall be entitled to continue the business of the LLP in the same name and style or any other name and style as they may mutually decide.

- 15.2 The LLP shall indemnify the retiring Partner against any claims, demands, costs, charges and expenses of and relating to the business to be carried on by the continuing Partners and the incoming Partners, if any, after the date of retirement.
- 15.3 If a Partner has applied to be adjudged as an insolvent or is declared as an insolvent by a competent court, or is wound up (voluntarily or involuntarily), it shall cease to be a Partner, but the LLP shall not thereby dissolve but continue as a legal entity.
- 15.4 On any Party ceasing to be a Partner by retirement or on the happening of any of the above contingencies or by reason of dissolution of the LLP, such Party shall be paid the amount of the actual contribution made by it in pursuance of Clause 8.1 above and the amount of such Partner's share in the accumulated profits after deduction of the accumulated losses as on the date of cessation.
- 15.5 The continuing Partners in the LLP to the extent they are or become liable, under the provisions of the Income Tax Act, 1961, or any statutory modifications thereof or otherwise howsoever, to pay income-tax or any other tax or duty in respect of the shares of or any amount payable to a retiring or otherwise ceasing to be a Partner, shall have the right to deduct the same or retain the same with the LLP from any amount payable to such retiring etc. Partner; provided however that the amount so deducted or retained by the continuing Partners shall be paid by the LLP to the tax authorities when called upon to do so by them or by the retiring etc. Partner and out of whose dues such amount has been deducted or retained as aforesaid.
- 15.6. The continuing Partners in the LLP shall have the full right, discretion and liberty to collect and recover the outstandings of the LLP and to give such time to clients/customers/debtors for paying off the same as they in their absolute discretion *bona fide* deem proper in the best interest of the LLP. In any of such cases, the continuing Partners shall have absolute discretion and full liberty to settle the bills and invoices in such a manner as they may deem best and to give such concessions to clients/customers/debtors in their bills or invoices as they shall deem proper. It shall not be open to the retiring Partner or a Partner ceasing to have any interest in the LLP, to dispute or challenge the discretion of the continuing Partners in this respect on any account whatsoever. If any bills have to be apportioned after they are settled as aforesaid, the continuing Partners alone shall have the right to decide as to how to apportion the same between the several accounts of the LLP, and their decision, unless *ex-facie mala fide*, shall be final and binding on all Parties concerned.

*Siddhant*

*Pranav*

*Abhishek*



### Article 16

#### Ratification

- 16.1 This Agreement shall become valid to bind the LLP on its incorporation on it being ratified by all of the Partners, for themselves and also on behalf of the LLP.

### Article 17

#### Termination and dissolution

- 17.1 If at any time owing to losses or there exist any other reasonable cause, a majority of the Partners may require the LLP to be dissolved and wound up.
- 17.2 Upon the determination of this LLP if no other arrangement for distribution of assets is mutually arrived at within 60 (sixty) days from the date of such determination, the properties and assets belonging to the LLP shall be dealt with in the following manner:-
- i) firstly, all the outstanding assets shall be collected;
  - ii) secondly, all the ascertained debts and liabilities to third parties shall be liquidated;
  - iii) thirdly, all the debts and liabilities of each of the Partners for loans, if any, and then for capital shall be satisfied;
  - iv) lastly, the balance of the monies, assets and properties, if any, shall be distributed between the Partners hereof in the proportion stated in Clause 10.1 herein.

*Siddhant*

*[Signature]*

### Article 18

#### Arbitration, governing law and jurisdiction

- 18.1 In case of any dispute relating to or touching the business of the LLP or this Agreement or the interpretation thereof, the same shall be referred to the sole arbitration of Mr. Siddhant Arya, son of Mr. Raju Arya, residing at P-95, lake View Road, Kolkata - 700 029. The arbitration shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be at Kolkata. The decision of the arbitrator shall be final and binding on each of the Parties.
- 18.2 This Agreement shall be governed by and construed in accordance with laws of India. The courts at Kolkata only shall have sole and exclusive jurisdiction in respect of all matters arising out of or pertaining to this Agreement.

*[Signature]*



## Article 19

## Entire agreement, severability and waiver

- 19.1 This Agreement constitutes the entire agreement between the Parties on the subject matter.
- 19.2 If any part of this Agreement is adjudged by any court or authority of competent jurisdiction as void or without effect, it shall be limited to that extent and be treated as a severable part hereof and the remainder of the Agreement shall be binding on all Parties hereto at the relevant time.
- 19.3 Failure to exercise 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 for once or more shall not operate as a waiver of the same forever during the term of this Agreement nor any delayed exercise of such right, power or benefit by a Partner or Designated Partner, for once or more, shall be deemed as a waiver.

In Witness Whereof this Agreement is signed by the Parties hereto on the day, month and year first above written

Witness to all signatories

*Prasad Sharma*  
 4, Kalikansla Feroze Street,  
 KOLKATA 70007.

**AKRITI VYAPAAR PVT. LTD.**

*[Signature]*  
 Director/Authorised Signatory

First Party

**APOORV VANIJYA PVT. LTD.**

*[Signature]*  
 Director/Authorised Signatory

Second Party

**AKSHAR COMMODITIES PVT. LTD.**

*[Signature]*  
 Director/Authorised Signatory

Third Party

**AIYA COMMODITIES PVT. LTD.**

*[Signature]*  
 Director/Authorised Signatory

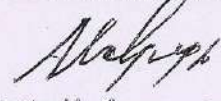
Fourth Party



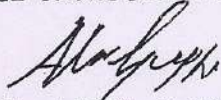
VITAL DEALER PVT. LTD.

  
Director/Authorised Signatory  
Fifth Party

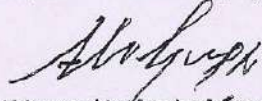
SUNFLOWER MARKETING PVT. LTD.

  
Director/Authorised Signatory  
Sixth Party

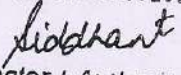
MAPLE VANIJYA PVT. LTD.

  
Director/Authorised Signatory  
Seventh Party

AVIKAR VYAPAAR PVT. LTD.

  
Director/Authorised Signatory  
Party of the Eight Party

ARYA REALTY DEVELOPERS PVT. LTD.

  
Director / Authorised Signatory  
Ninth Party



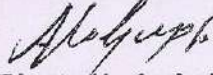
Ratification of this LLP Agreement post-incorporation of WINDHAM HEIGHTS LLP.

By Partners -

"The LLP Agreement hereinabove is hereby ratified"

(1) **ALOK GUPTA**  
Designated Partner of WINDHAM HEIGHTS LLP  
nominated for and on behalf of  
Akriti Vyapaar Private Limited

**AKRITI VYAPAAR PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

(2) **MADAN GOPAL MARDA**  
Designated Partner of WINDHAM HEIGHTS LLP  
nominated for and on behalf of  
Apoorv Vanijya Private Limited

**APOORV VANIYA PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

(3) **ALOK GUPTA**  
Nominee of  
Akshar Commodities Private Limited

**AKSHAR COMMODITIES PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

(4) **ALOK GUPTA**  
Nominee of  
Ajeya Commodities Private Limited

**AJEYA COMMODITIES PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

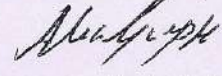
(5) **ALOK GUPTA**  
Nominee of  
Vital Dealer Private Limited

**VITAL DEALER PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

(6) **ALOK GUPTA**  
Nominee of  
Sunflower Marketing Private Limited

**SUNFLOWER MARKETING PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

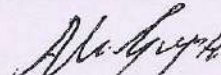
(7) **ALOK GUPTA**  
Nominee of  
Maple Vanijya Private Limited

**MAPLE VANIJYA PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature

(8) **ALOK GUPTA**  
Nominee of

**AVIKAR VYAPAAR PVT. LTD.**

  
**Director/Authorised Signatory**  
Signature



(17)

Ratification of this LLP Agreement post-incorporation of WINDHAM HEIGHTS LLP on its behalf by its Partners

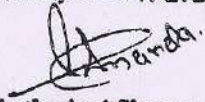
"The LLP Agreement hereinabove is hereby ratified for and on behalf of WINDHAM HEIGHTS LLP."

As decided at its general meeting of Partners held on 14.05.2011

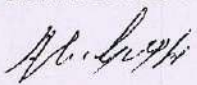
**KRITI VYAPAAR PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Designated Partner  
Nominated by  
Akriti Vyapaar Pvt Ltd

**APOORV VANIYA PVT. LTD.**

  
**Director/Authorised Signatory**  
(Madan Gopal Marada)  
Designated Partner  
Nominated by  
Apoorv Vanija Pvt Ltd

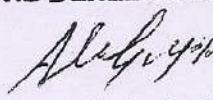
**AKSHAR COMMODITIES PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Nominee of  
Akshar Commodities  
Pvt Ltd

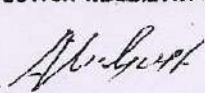
**AJEYA COMMODITIES PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Nominee of AS  
Ajeya Commodities  
Pvt Ltd

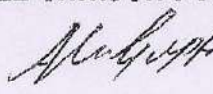
**VITAL DEALER PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Nominee of  
Vital Dealer  
Pvt Ltd

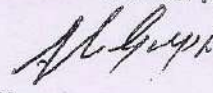
**SUNFLOWER MARKETING PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Nominee of  
Sunflower Marketing  
Pvt Ltd

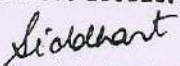
**MAPLE VANIYA PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Nominee of  
Maple Vanija  
Pvt Ltd

**AVIKAR VYAPAAR PVT. LTD.**

  
**Director/Authorised Signatory**  
(Alok Gupta)  
Nominee of  
Avikar Vyapaar  
Pvt Ltd

**ARYA REALTY DEVELOPERS PVT. LTD.**

  
**Director/Authorised Signatory**  
(Siddhant Arya)  
Nominee of  
Arya Realty Developers Pvt Ltd