

SL. NO.....215.....2016.

Notarial Certificate



To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal), Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper writings, 'A' are presented before me by the executant's.

Partners of "Viewlink Highrise -
L.P." at. 1. Lushun Sarani,
"Toda Mansion" 2nd Floor, Kolkata
700073.

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

hereinafter referred as the, executant/s" on this the 21st
day of March in the year Two Thousand Sixteen.

The "executant/s" having admitted the execution of the Paper Writing "A" and being satisfied as to the identify of the executant I have attested the execution.



IN FAITH AND TESTIMONY WHEREOF I, The said Notary, have hereunto subscribed my name and affixed my seal of office this 21st day of March 2016.

R.N. Maiti
R. N. Maiti
Notary 21.8.16

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

भारतीय गैर न्यायिक

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ANNEXURE-A

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT made at Kolkata this 21st day of March, 2016 BETWEEN (1) Sri Pawan Kumar Todi, son of Nand Lal Todi, residing at 2, Queens Park, Kolkata - 700019, DIN 00590156 hereinafter called the **FIRST PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **FIRST PART** (2) Sri Rishi Todi, son of Sri Pawan Kumar Todi residing at 2, Queens Park, Kolkata - 700019, DIN 00590337, hereinafter called the **SECOND PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees) of the **SECOND PART** (3) Sri Varun Todi, son of Sri Pawan Kumar Todi residing at 2, Queens Park, Kolkata - 700019, DIN 00701039, hereinafter called the **THIRD PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **THIRD PART** (4) Sri Chetan Todi, son of Sri Pawan Kumar Todi residing at 2, Queens Park, Kolkata - 700019, DIN 03090096, hereinafter called the **FOURTH**



P.K. Todi
21 MAR 2016

Rishi

Varun Todi

Chetan Todi

Kavin Todi

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No. Rs. Date

Sold by Rishi Todi

Address 2, Queens Park
Calcutta-700019.

Stamp Vender: GOBINDA DEV MALI
Dakshin Bharat A.S.R. Office
South 24 Parganas

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PARTY (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the FOURTH PART (5) Sri Karan Todi, son of Sri Pawan Kumar Todi residing at 2, Queens Park, Kolkata - 700019, DIN 05184299, hereinafter called the FIFTH PARTY (which expression shall unless it be repugnant to the subject or context thereof, include its legal heirs, successors, nominees and permitted assignees) of the FIFTH PART

WHEREAS: Viewlink Highrise Private Limited is converted into Viewlink Highrise LLP as per shareholders consent and approval of the Registrar of Companies, West Bengal, vide its letter dated 21st day of March, 2016. As per the Limited Liability Partnership Act, 2008 (hereinafter referred to as the LLP Act), all the members of Viewlink Highrise Private Limited have given their consent to act as Partners in the said converted LLP.



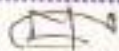
[Handwritten signatures] Karan Todi

21 MAR 2016

SL No. 929 Rs. 5/- Date 19/03/16

Sold by Richi Todi

Address 2, Queens Park,



Calcutta-700019.

Stamp Vender: GOBINDA DEV MALI

Dakshin Barasat A.D.S.R. Office

South 24 Parganas

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ANNEXURE-A

The parties herein have Converted a company into Limited Liability Partnership known as Viewlink Highrise LLP to carry on lawful business of The LLP business shall be to carry on the business to acquire by purchase, lease, exchange, hire or otherwise develop or operate land, building and hereditaments of any tenure or description including agricultural, land, mines, quarries, tea or coffee gardens, farms, gardens, orchards, groves, plantations and any estate or interest therein and any right over or connected with land and buildings so situated or to turn the same to account as may seem expedient and in particular by preparing building site sand by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining hotels, rooms flats, entertainment centres, multiplex complexes, convention halls, exhibition centres, club houses, resorts, shopping malls, houses, restaurants, bars, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, offices, hostels, gardens, swimming pools, play ground, buildings and to deal in shares and securities, to do all kinds of financial business, work and conveniences of all kinds by leasing, hiring or disposing of the same to manage land, building and other properties whether belonging to the Company or not, and to collect rents and income, and to supply tenants and occupiers and other refreshments, attendance, light, waiting rooms, reading rooms, meeting rooms, electric conveniences and other advantage.

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21 MAR 2016

SL No. 918 St Date 19103746

Sold by Rishi Padi.

Address 2, Queens Park.

Stamp Vender:  COBINDRA DEV MALI
Dakshin Gorasat A.D.S.R. Office
South 24 Parganas
Calcutta-700019.

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To carry on lawful business of real estate business and construction business acquire by purchase, lease exchange, invest deal hire or otherwise act as brokers and agents, develop or operate land, buildings and hereditaments of any tenure or description and any estate or interest therein, and any right over to or connected by land buildings so situated and develop or to run the same to account as may seem expedient and in particular by preparing building sites and purchase and sale of lands and/or buildings and owing, buying, selling, hiring, letting, sub-letting, maintaining, allotting, transferring allotment, administering, dividing and sub-dividing holding and by construction, re-constructing, altering improving, decorating, furnishing and maintaining hotels, rooms, inns, flats, houses, apartments, restaurants, bars, resorts, clubs, convention & exhibition halls, cinema houses, markets, shops, workshops, mills, factories, warehouses, cold storages, whaves, godowns, offices, safe deposits vault, hostels, gardens, swimming pools, playground, buildings, immovable property of any kind works and conveniences of all kinds and by leasing, hiring, letting or disposing of the same and to act as brokers and commission agents in real estate business and to act as a general contractor, sub contractors and to do any construction, manufacturing , building, road making, engineering and all other kinds and description whatsoever for any person, firm, AOP, society, company, public body, government, army, navy, railway etc. by the Company itself or in partnership at will. Such company or individuals or persons as may be thought fit by the directors. with a view to make profit under the provisions of Limited Liability Partnership Act, 2008 on the terms and conditions hereinafter mentioned.etc until and unless amended by the consent of all the partners of the LLP at the time of the decision. with a view to make profit under the provisions of Limited Liability Partnership Act, 2008 on the terms and conditions hereinafter mentioned.

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

Definitions: In this Agreement unless the context otherwise requires:-

- (a) "Accounting year" means the financial year as defined in Section 2(l) of the Limited Liability Partnership Act, 2008.
- (b) "Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.
- (c) "Business" includes every trade, profession service and occupation.
- (d) "Company" means Viewlink Highrise Private Limited (CIN. U70109WB2012PTC181518) an company registered under the Companies Act, 1956, and having its registered office at 1 Lu Shun Sarani, Todi Mansion, 2nd Floor Kolkata - 700 073.
- (e) "Designated Partner" means any partner designated as such pursuant to Section 7 of the Act.
- (f) "LLP" means the limited liability partnership formed pursuant to this LLP Agreement.

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(g) "LLP Agreement" means this Agreement or any supplement thereof determining the mutual right, duties and obligations of the partner in relation to each other and in relation to LLP.

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

1. Name: Limited Liability Partnership shall be carried on in the name and style of Viewlink Highrises LLP and hereinafter called as "VH LLP".
2. Address of Office: The partnership shall be carried on at the under mentioned address, which shall also be its registered office at 1 Lu Shun Sarani, Todi Mansion, 2nd Floor Kolkata - 700 073. The business shall also be carried from such other places as may be mutually decided by the partners from time to time.
3. Business: The partnership business of VH LLP shall be to acquire by purchase, lease, exchange, hire or otherwise develop or operate land, building and hereditaments of any tenure or description including agricultural, land, mines, quarries, tea or coffee gardens, farms, gardens, orchards, groves, plantations and any estate or interest therein and any right over or connected with land and buildings so situated or to turn the same to account as may seem expedient and in particular by preparing building site and by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining hotels, rooms flats, entertainment centres, multiplex complexes, convention halls, exhibition centres, club houses, resorts, shopping malls, houses, restaurants, bars, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, offices, hostels, gardens, swimming pools, play ground, buildings and to deal in shares and securities, to do all kinds of financial business, work and conveniences of all kinds by leasing, hiring or disposing of the same to manage land, building and other properties whether belonging to the Company or not, and to collect rents and income, and to supply tenants and occupiers and other refreshments, attendance, light, waiting rooms, reading rooms, meeting rooms, electric conveniences and other advantage.

To carry on lawful business of real estate business and construction business acquire by purchase, lease exchange, invest deal hire or otherwise act as brokers and agents, develop or operate land, buildings and hereditaments of any tenure or description and any estate or interest therein, and any right over to or connected by land buildings so situated and develop or to run the same to account as may seem expedient and in particular by preparing building sites and purchase and sale of lands and/or buildings and owing, buying, selling, hiring, letting, sub-letting, maintaining, allotting, transferring allotment, administering, dividing and sub-dividing holding and by construction, re-constructing, altering improving, decorating, furnishing and maintaining hotels, rooms, inns, flats, houses, apartments, restaurants, bars, resorts, clubs, convention & exhibition halls, cinema houses, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, offices, safe deposits vault, hostels, gardens, swimming pools, playground, buildings, immovable property of any kind works and conveniences of all kinds and by leasing, hiring, letting or disposing of the same and to act as brokers and commission agents in real estate business and to act

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ANNEXURE-A

as a general contractor, sub contractors and to do any construction, manufacturing, building, road making, engineering and all other kinds and description whatsoever for any person, firm, AOP, society, company, public body, government, army, navy, railway etc. by the Company itself or in partnership at will. Such company or individuals or persons as may be thought fit by the directors, with a view to make profit under the provisions of Limited Liability Partnership Act, 2008 on the terms and conditions hereinafter mentioned.etc until and unless amended by the consent of all the partners of the LLP at the time of the decision.etc until and unless amended by the consent of all the partners of the LLP at the time of the decision.

To carry on such other allied businesses as the parties hereto may deem fit.

3.1 Incidental or ancillary powers:

Following powers shall be incidental or ancillary to the attainment of main business of LLP as indicated in Incorporation Document. LLP can exercise those powers as and when required,

- a) Obtaining rights, privileges, contracts, licenses, intellectual property rights, authorizations, permissions from Government or any other authority, company or person to carry out the business of LLP.
- b) Takeover any running firm, concern, LLP or body corporate carrying on similar business at a price mutually agreeable or to amalgamate with any other LLP or company or body corporate having objects similar or compatible to those of the LLP.
- c) Become partner of another LLP or member of any company
- d) Enter into compromise with any person.
- e) Enter into arrangement for sharing profits, union of interest, cooperation or joint venture with any person, LLP or company or body corporate.
- f) Appoint, deal with or act as agents, sub-agents, dealers, sub-dealers, distributors for selling or purchasing or dealing with the products or services related to the business of LLP.

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- g) Acquire or dispose of movable or immovable property, enter into agreement for purchase, sale or disposal of movable or immovable property.
- h) Open, operate and close bank accounts, give and obtain guarantees, borrow from banks, financial institutions or any other person on providing security or without security, invest surplus funds of LLP in appropriate avenues.
- i) Appoint, promote remove or suspend employees and workmen, to take disciplinary actions and impose punishments on workmen and employees, to represent before labour courts, industrial tribunals, High Court and Supreme Court in labour matters.
- j) Institute or defend any suit or show cause notice before any adjudicating authority, Appellate Authority, Tribunal or Courts, to appoint consultants, advocates and authorized representatives for representing LLP.
- k) Grant general or special power of attorney to any person for purpose of business of LLP.
- l) Purchase, sale and to deal in Stocks, Shares, debentures, bonds or other securities of body corporates, mutual funds, co-operative society, Government organization incorporated in India or abroad.
- m) Do all such act and things as may be necessary to carry out businesses of the LLP
4. Conversion : The parties, being shareholders of the company hereby agree to convert it into a LLP and to vest the business, assets and liabilities of The company into VH LLP. Upon conversion VH LLP shall step into the shoes of The Company and it will be treated as if VH LLP had been conducting the business. Further the date of entitlement/ownership of VH LLP relating to all assets, properties, right, benefits, approvals, ownership, investments, title, powers, interests, authorities, leases, benefits of development agreement, licenses, privileges, liberties will be from the date to which The Company was entitled and it will be treated that the same had been entered into with VH LLP.
5. Initial Partners: The parties herein shall be the initial partners.
6. Duration: The partnership shall commence from the date of registration of the VH LLP and shall continue to operate in accordance with the provisions of LIP Act and rules framed there under and this Agreement.
7. Contribution: The paid up capital of the company i.e. 1,00,000/- consists of the following members :

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First Party	:	Rs. 20,000/-
Second Party	:	Rs. 20,000/-
Third Party	:	Rs. 20,000/-
Fourth Party	:	Rs. 20,000/-
Fifth Party	:	<u>Rs. 20,000/-</u>
TOTAL Paid up capital		Rs. 1,00,000/-

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Upon conversion, the aforesaid Paid up Capital of the company will be converted into contribution as follows:

First Party	:	Rs. 20,000/-
Second Party	:	Rs. 20,000/-
Third Party	:	Rs. 20,000/-
Fourth Party	:	Rs. 20,000/-
Fifth Party	:	<u>Rs. 20,000/-</u>
TOTAL Paid up capital		Rs. 1,00,000/-

Further contribution, if any required by the VH LLP, shall be brought by the partners in their profit sharing ratio.

8. Number of Designated Partners: The maximum number of designated partners appointed for the VH LLP shall be as mutually agreed between the partners initially at the time of incorporation of VH LLP or as decided by the partners of the VH LLP from time to time unanimously. The details of present designated partners are as under:

Sl No	Name	DIN
1	Rishi Todi	00590337
2	Chetan Todi	03090096

9. Sleeping Partners: All the partners other than those appointed as the designated partners of the VH LLP shall be sleeping partners, and they shall not interfere with the day to day conduct of business of the VH LLP.
10. Common Seal: The VH LLP shall have a common seal to be affixed on documents or contracts with the approval of and in the presence of at least 2 (two) of the designated partners on each occasion.

[Handwritten signatures]
 Rishi Todi, Chetan Todi, Karan Todi



Audit: The Statement of Accounts and Solvency of VH LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under the LLP Act. It shall be the responsibility of the designated partners of the LLP to comply with the same, if applicable, under the aforesaid Act.

12. Remuneration of Partners: The designated partners shall be entitled upto a maximum of Rs. 3,00,000/- (Rupees Three lakh) only per month or as per Income tax Act only subject to approval of the partners.

It is however noted that in case the above salary exceeds the limits prescribed under Section 40(b) of the Income Tax Act, 1961 for allowable deduction from the LLP's Income for taxation purposes, the salary payable to the designated partners shall be reduced to such extent that it does not exceed the allowable limit under the Income Tax Act.

13. Drawings: Each partner may draw out of the partnership funds as drawings from the credit balance of his income account. Such drawings shall be duly accounted for in the yearly settlement of accounts and divisions of profits of the partnership at the end of each financial year.
14. Interest on Capital or Loan: Interest to be charged at such rates as may be mutually agreed upon shall be payable on the capital contributed or loan given by the partners.
15. Business transaction of partner with LLP: A partner may lend money to and transact other business with the LLP, and in that event 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.
16. Profits: The net profits of the VH LLP shall be divided in the following proportions:
- | | |
|---------------------------|--------|
| To the said First Party - | 20.00% |
| To the said Second Party- | 20.00% |
| To the said Third Party- | 20.00% |
| To the said Fourth Party- | 20.00% |
| To the said Fifth Party- | 20.00% |

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Losses : The losses of the VH LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said First Party -	20.00%
To the said Second Party-	20.00%
To the said Third Party-	20.00%
To the said Fourth Party-	20.00%
To the said Fifth Party-	20.00%

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18. Bankers: The bankers of the partnership shall be Federal Bank, Rabindra Sarani Branch and/or such other bank or banks as the partners may from time to time unanimously agreed upon.
19. Accounting year: 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 registration of VH LLP till 31st March of the subsequent year.
20. Place of keeping books of accounts: The books of accounts of the VH LLP shall be kept at the registered office of the VH LLP and other business place of the VH LLP for the reference of all the partners.
21. Division of Annual profits of LLP: As soon as the Annual Statements of Accounts and Solvency signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the VH LLP business, shall be divided between the partners in the proportion specified in and in accordance with the provisions of this Agreement.
22. Admission of New Partner:
- (i) New partner(s) may be introduced with the consent of all the existing partners. Such incoming partner(s) shall give his prior consent to act as Partner of the VH LLP.
 - (ii) The contribution of the new partner may be tangible, intangible, moveable or immoveable property
 - (iii) The profit sharing ratio of the incoming partner will be mutually decided between the existing partners and proposed partner.
23. Rights of Partner

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(i) All the partners hereto shall have the rights, title and interest in all the assets and properties in the VH LLP in the proportion of their respective profit sharing- ratio.

(ii) Every partner has a right to access and inspect the books of accounts of the VH LLP.

(iii) 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 VH LLP shall have no objection thereto provided that the said partner has intimated the said fact to the VH LLP before the start of the independent business provided the business is not in competition to the existing business being carried on by the VH LLP.

(iv) On retirement of a partner, the retiring partner shall be entitled to get full payment in respect of all his rights, title and interest in the partnership as herein provided. However, upon insolvency of a partner, his or her rights, title and interest in VH LLP shall come to an end.

(v) Upon the death of any of the partner/s herein any one of his or her heirs will be admitted as a partner of the VH LLP in place of such deceased partner/s and 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/s.

(vi) On the death of any partner, if his /her heir/s and/or legal heir/s opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the firm.

24. Duties of Partners

(i) Each partner shall be just and faithful to the other partners in all transactions relating to the VH LLP.

(ii) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his/her legal representative/s.



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(iii) Every partner shall be accountable to the limited liability partnership for any benefit derived by the concerned partner without the consent of the VH LLP for any transaction concerning the limited liability partnership.

(iv) Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused by his/her fraudulent activity in the conduct of the business of the limited liability partnership.

(v) In case any of the partners of the VH LLP desires to transfer and/or assign his right, interest or share in the VH LLP he can transfer the same with the consent of all the other partners.

(vi) No partner while he is a partner for the time being of the VH LLP shall without the written consent of other partners:

(a) commit to buy any immovable property for the VH LLP,

(b) submit a dispute relating to business of VH LLP business to arbitration,

(c) transfer, assign, mortgage or charge his or her share in the partnership or any asset or property thereof or make any other person a partner therein;

(d) engage directly or indirectly in any business competing with that of the VH LLP.

(e) withdraw a suit filed on behalf of VH LLP;

(f) admit liability in a suit or proceedings against VH LLP;

(g) share business secrets of the VH LLP with outsider/s;

(h) remit in whole or part debt due to VH LLP;

(i) open a banking account on behalf of VH LLP in his/her name;

(j) give any unauthorized security or promise for the payment of money on account on behalf of the VH LLP except in the ordinary course of business;

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- (k) draw or accept or endorse unauthorizedly any bill of exchange or promissory note on VH LLP's account;
- (l) lease, sell, pledge or do other disposition of any of the VH LLP's property otherwise than in the ordinary course of business;
- (m) do any act or omission rendering the VH LLP liable to be wound up by the Tribunal;
- (n) derive any profits from any transactions of the VH LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the VH LLP;
- (o) do any act that may conflict his/her interest with the interest of VH LLP or any of its other partners;
- (p) take hire or dismiss any apprentice/servant/agent of VH LLP (except in case of gross misconduct);
- (q) lend any money or deliver upon credit any of the goods of VH LLP to any person whom the other partner/s had previously been in writing, forbidden to trust;
- (r) secure unauthorizedly surety and/or guarantee for any one by encumbering or otherwise charging or pledging the properties and assets of the VH LLP;
- (s) enter into any partnership, joint venture, float any subsidiary LLP or Company with LLP being the promoter or acquirer of interest or control of the former;
- (t) commit to compromise or relinquish any claim in whole or in part of the VH LLP;

25. Duties/Liabilities of Designated Partners:

- (i) the designated partners shall devote their whole time and attention to the VH LLP business diligently and faithfully by

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employing themselves in it, and carry on the business for the greatest advantage of the partnership;

(ii) the designated partners shall be responsible for the doing of all acts, matters and things as are required to be done by the VH LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement, report and other ancillary work pursuant to the provisions of Limited Liability Partnership Act, 2008;

(iii) protect the property and assets of the VH LLP;

(iv) upon every reasonable request, inform the other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the VH LLP;

(v) punctually pay their separate debts to the VH LLP if any, as they fall due and indemnify VH LLP or other partners towards charges or costs incurred to protect the assets of the VH LLP against any failure to do so;

(vi) the designated partners shall be responsible for the doing of all such other acts arising out of this agreement;

26. The limited liability partnership VH LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by the concerned partner:

(i) in the ordinary and proper conduct of the business of the VH LLP;

(ii) in or about anything necessarily done for the preservation of the business or property of the VH LLP;

27. Cessation of Existing Partner/s:

(i) Partner may cease to be partner of the VH LLP by giving a notice in writing of not less than 3 (three) months to the other partners of his intention to resign as partner.

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(ii) Majority of partners can expel any partner in the situation where the concerned partner has been found guilty of carrying on activity/business of VH LLP for fraudulent purpose.

(iii) An outgoing partner or designated partner irrespective of the reason for his/her exit whose dues have been settled and paid off by the VH LLP or otherwise as provided in this LLP Agreement shall not during the period of 2 (two) years from the date of his/her exit as partner carry on or engage in or be interested directly or indirectly in any business competing with the VH LLP's business any where in the State where the VH LLP's registered office is located on the date of his/her exit.

28. Meeting -

(i) The meeting of designated partners may be called by giving seven days notice. In case of any urgent meeting is called, the notice clause is to be rectified by all the partners.

(ii) The matter discussed in the VH LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote irrespective of his/her share of profit.

(iii) The meeting of the partners may be called by sending seven days prior notice to all the partners at their residential address or in case of urgent meeting, the same can be called by telephonic conversation but the notice requirement is to be rectified by all the partners.

(iv) The meeting of partners shall ordinarily be held at the registered office of the VH LLP or at such other place as per the convenience of partners.

(v) Every LLP 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.

29. The VH LLP can be wound up with the consent of all the partners subject to the provisions of LLP Act.

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ANNEXURE-A



ANNEXURE-A

- 30. Term of validity of deed: Duration of this Partnership shall be at will.
- 31. Severability: This Agreement constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this Agreement cannot be modified, amended, rescinded or waived, in whole or part, except by a written instrument signed by all the parties to this Agreement. The invalidity or unenforceability of any terms or provisions of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall remain in full force and effect.
- 32. First Schedule: The provisions of the First Schedule of the LLP Act shall apply to VH LLP except to the extent modified by this Agreement.
- 33. Arbitration: In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Agreement or the respective rights and liabilities of the parties hereto, or their enforcement thereunder, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration proceedings shall be conducted at Kolkata in English language.

IN WITNESS WHEREOF THIS DEED IS SIGNED BY TE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Party of the First Part ----- [Signature]

Party of the Second Part ----- [Signature]

Party of the Third Part ----- [Signature]

Party of the Fourth Part ----- [Signature]

Party of the Fifth Part ----- Karan Todi

Witness 1: Pawan Kumar Agarwal
87B, Cokipure Road

Witness 2: [Signature]
A.K. Chak
74, Topnia Road South
Sumblower Garden T-4/9A
Kolkata-700016

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

R.N. MAITI
Notary
Regn. No. 379/02
3, Dastghal Street
Calcutta-1

Signature Attended only by me on identification

[Signature]
R.N. MAITI
Notary

21 MAR 2016

Date 21st Day of March 2016.



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

R. N. Maiti

LL.B., Advocate

&

NOTARY PUBLIC

Govt. Of India
Regn. No. 379/92
C.M.M'S Court, Bar Library
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