



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



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SUPPLEMENTARY AGREEMENT

This **Supplementary Agreement** (hereinafter referred to as 'Agreement') of **Superdiamond Vatika LLP (LLP No. AAB-5412)** (hereinafter referred to as 'LLP') is made on the 1st Day of December, 2016, between **LLP** & in between in each of:

Continuing Partners:

- (1) **Shri Vivek Kumar Kajaria**, son of Shri Sheo Kumar Kajaria, residing at 4, Ashoka Road, Kolkata 700027 DIN- 00025797
- (2) **Shri Navin Kumar Bhartia**, son of Late Satyanarain Bhartia, residing at 25B, Ballygunge Park Kolkata-700019, DIN-00259552
- (3) **Stellar Properties Pvt. Ltd.** a company incorporated under the Companies Act, 1956 having its registered office at 7B, Pretoria Street, Kolkata - 700 071, (CIN No. U70109WB1998PTC088147)



STELLAR PROPERTIES PVT. LTD.

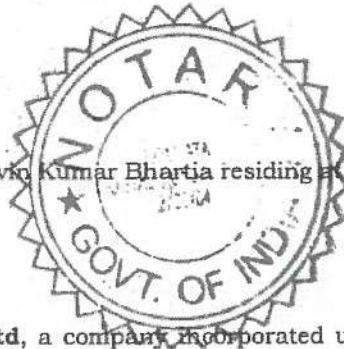
9 DEC 2016

Director

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700 001

New Partner:

- (1) **Smt. Vineeta Bhartia**, wife of Shri Navin Kumar Bhartia residing at 25B, Ballygunge Park Kolkata-700019



Resigning Partner

- (1) **Navin Construction & Credit Pvt Ltd**, a company incorporated under the Companies Act, 1956 having its registered office at 12, Govt Place East, Kolkata - 700069, (CIN NO.U70101WB1992PTC055374)

NOW IT IS HEREBY AGREED by partners as follows:

1. This Agreement is supplemental to the deed of partnership dated 23rd May 2013.
2. From the date hereof, the said new partner shall be a partner of the LLP, with the consent of the continuing partners subject to the terms and conditions of the said original partnership deed.
3. The Resigning Partner has given notice to the Continuing Partners of his desire to resign from and hereby retire and shall be deemed to have resign from the said LLP as from the date hereof.
4. The Resigning Partner acknowledges to and with the LLP that;
 - a. has agreed to settle with share of profit/losses and the contribution till the said date of retirement.
 - b. hereby releases all his share, right, title and Interest in the business, of the said LLP.
 - c. knowingly and voluntarily executed this Agreement; and
 - d. agrees to ceased be a Partner of the LLP and be bound by all the terms and conditions of the LLP Agreement.

SK

Navin

STELLAR PROPERTIES PVT. LTD.

Vineeta Bhartia

Director
Director



KAMAL KUMAR PAUL
NOTARY GOVT OF INDIA
Regd No 2700/04
C.M. Court
28, 1st Floor, All Street
Kolkata-700 001



19 DEC 2016

5. The Clause 6, 15 & 16 of the LLP agreement shall be amended accordingly as follows:-

Partner Details, Contribution and Profit Sharing Ratio

Name	Fathers'/Spouse Name	Address	Contribution towards Capital (Amt in Rs)	Profit/Loss Sharing ratio (%)
Shri Vivek Kumar Kajaria	Shri Sheo Kumar Kajaria	4, Ashoka Road, Kolkata 700027	2,50,000	25%
Shri Navin Kumar Bhartia	Late Satyanarain Bhartia	25B, Ballygunge Park Kolkata-700019	2,50,000	25%
Stellar Properties Pvt. Ltd	-	7B, Pretoria Street, Kolkata - 700 071	2,50,000	25%
Smt. Vineeta Bhartia	Shri Navin Kumar Bhartia	25B, Ballygunge Park Kolkata-700019	2,50,000	25%
TOTAL			10,00,000	100%

6. All Other clauses of the Original LLP Agreement including ancillary business objects shall remain unchanged and in force.

The original LLP agreement shall from the date hereof be deemed to have been modified to give effect to this Agreement and subject to such modification shall remain in full force and effect.

Vineeta Bhartia

STELLAR PROPERTIES PVT. LTD.

[Signature]
Director

[Signature]

KAMAL KUMAR PAUL
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C.M.A.'s Court
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Kolkata-700 001

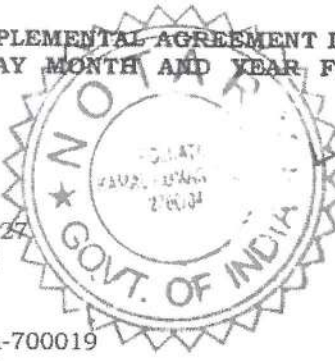
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IN WITNESS WHEREOF THIS SUPPLEMENTAL AGREEMENT IS SIGNED BY THE PARTIES HERETO THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

For Superdiamond Vatika LLP

- 1. Sri Vivek Kumar Kajaria
4, Ashoka Road, Kolkata 700027
(Existing Designated Partner)
- 2. Sri Navin Kumar Bhartia
25B, Ballygunge Park, Kolkata-700019
(Existing Designated Partner)



Wmya
Signature

NBno
Signature

Continuing Partners:

- 1. Sri Vivek Kumar Kajaria
4, Ashoka Road, Kolkata 700027
- 2. Sri Navin Kumar Bhartia
25B, Ballygunge Park, Kolkata-700019
- 3. Stellar Properties Pvt. Ltd
7B, Pretoria Street, Kolkata - 700 071

Wmya
Signature

NBno
Signature

STELLAR PROPERTIES PVT. LTD.

Wmya
Signature

Vinuta Bhartia Director

Signature

New Partner:

Smt. Vineeta Bhartia
25B, Ballygunge Park, Kolkata-700019

Resigning Partner

Navin Construction & Credit Pvt Ltd
12, Govt Place East, Kolkata - 700069

NBno
Signature

Witness to above (1, 2, 3) signatures

1. Name: ANIMESH VARMA
Address: 7B PRETORIA STREET
KOLKATA - 71

Animesh
Signature

2. Name: SUDARSHAN KABRA
Address: 7B, PRETORIA STREET
KOLKATA - 700071

Skabra
Signature

3. Name: NARESH KUMAR DAS
Address: 7B, Pretoria Street,
Kolkata - 700071

Signature
Naral Das

Idelf
Int

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Reg. No. 2700/04
C.M.A.'s Court
2 & 3 Bankshall Street
Kolkata-700 001

Signature Attested Only
on Identification of Id. no. *2700/04*

K.K.P.
KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Kolkata, West Bengal

19.12.16



19 DEC 2016

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 498662



THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT made at Kolkata this 30th day of May 2013 BETWEEN (1) Sri Vivek Kumar Kajaria, son of Shri Sheo Kumar Kajaria, residing at 4, Ashoka Road, Kolkata 700027 DIN-00025797 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 Navin Kumar Bhartia, son of Shri Satyanaram Bhartia, residing at 25B, Ballygunge Park Kolkata-700019, DIN-00259552 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** and (3) Stellar Properties Private Limited, a company

SUPERDIAMOND VATIKA LLP

For Navin Construction & Credit Pvt. Ltd.

Navin
Designated Partner



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RUPEES

Rs. 50

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incorporated under the Companies Act, 1956 having its registered office at 7B, Pretoria Street, Kolkata - 700 071, (CIN No.U70109WB1998PTC088147) hereinafter called the **THIRD PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees of the **THIRD PART** (4) Navin Construction and Credit Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 12, Govt Place East, Kolkata - 700069, (CIN NO.U70101WB1992PTC055374) hereinafter called the **FOURTH PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees of the **FOURTH PART**:

For Navin Construction & Credit Pvt. Ltd.

ELLAR PROPERTIES PVT. LTD.

Signature

Signature

Director

Signature

Signature

KAMAL KUMAR PAUL

SUPERDIAMOND VATIKA LLP





WHEREAS:

The parties herein have incorporated a Limited Liability Partnership as Superdiamond Vatika LLP to carry on lawful business of Real estate development and allied activities with a view to make profit under the provisions of Limited Liability Partnership Act, 2008 on the terms and conditions hereinafter mentioned.

The Party of the First Part jointly with the party of the Third Part represent "Kajaria Group" and the Party of the Second Part jointly with the Party of the Fourth Part represent "Bhartia Group" in this LLP Partnership Business. The Profit or Loss as determined by the Statement of Accounts and Solvency, prepared annually or periodically, be distributed equally between the Kajaria Group and Bhartia Group. In case of admission of any new partner or exclusion of any existing partner by either of the group, the profit sharing ratio of the other group will not be affected/ changed by any means.

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) "Designated Partner" means any partner designated as such pursuant to Section 7 of the Act.
- (e) "LLP" means the limited liability partnership formed pursuant to this LLP Agreement.
- (f) "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 the GOVT. OF INDIA



For Navin Construction & Credit Pvt. Ltd

STELLAR PROPERTIES PVT. LTD.

KAMAL KUMAR PAUL

GOVT. OF INDIA



(g) "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 Superdiamond Vatika LLP and hereinafter called as "SDV LLP".
2. **Address of Office:** The partnership shall be carried on at the registered office at 2nd Floor, Alom House, 7B, Pretoria Street, Kolkata - 700 071. The business may 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 SDV LLP shall be of Real estate development and all allied activities until and unless decided otherwise by the consent of all the partners of the LLP at the time of the decision.
 - 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 agreed or to amalgamate with any other LLP or company or body corporate having objects similar or compatible to those of the

I.I.P.

For Navin Construction & Credit Pvt. Ltd

NAVIN CONSTRUCTION & CREDIT PVT. LTD.

[Signature]

[Signature]

Director



[Signature]
KAMAL KUMAR PAUL
NOTARY PUBLIC, GOVT. OF INDIA
REGD. NO. 2700/04



- c) Become partner of another LLP or member of any company
- d). Enter into comprise 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
- 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, borrowings from banks, financial institutions or any other person with or without security, invest surplus funds of LLP in appropriate manner on mutual consent.
- i) Appoint, promote remove or suspend employees and workmen, to take disciplinary actions and impose punishments on workmen and employees.
- 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, to represent before labour courts, industrial tribunals, High court and Supreme Court in labour matters.

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.A.R.S. Cantonment
2/3, Bankshall Street
Kolkata - 700 031

LLP. 06 JUN 2013

- 1) Do all such acts and things as may be necessary to carry out businesses of the LLP

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4. **Initial Partners:** The parties herein shall be the initial partners.
5. **Duration:** The partnership shall commence from the date of registration of the SDV LLP and shall continue to operate in accordance with the provisions of LLP Act and rules framed thereunder and this Agreement.
6. **Contribution:** The initial contribution of the partners of SDV LLP shall be Rs.10,00,000/- (Rupees Ten lakhs only) which shall be contributed by each partners in the following proportions.
- First Party 25% i.e. Rs. 2,50,000/- (Rupees Two lakh fifty thousand only)
 - Second Party 25% i.e. Rs. 2,50,000/- (Rupees Two lakh fifty thousand only)
 - Third Party 25% i.e. Rs. 2,50,000/- (Rupees Two lakh fifty thousand only)
 - Fourth Party 25% i.e. Rs. 2,50,000/- (Rupees Two lakh fifty thousand only)

Further contribution, if any, shall be brought in by the partners in their profit sharing ratio as and when required.

7. **Number of Designated Partners:** The maximum number of **DESIGNATED PARTNERS** appointed for the SDV LLP shall be 2 (TWO) as mutually agreed between the partners initially at the time of incorporation of SDV LLP or as decided by the partners of the SDV LLP from time to time unanimously. The details of present designated partners are as under:

<u>Sr No</u>	<u>Name</u>	<u>DIN</u>
1	Sri Vivek Kumar Kajaria	00025797
2	Sri Navin Kumar Bhartia	00259552

8. **Sleeping Partners:** All the partners other than those appointed as the designated

partners of the SDV LLP shall be sleeping partners, and they shall not interfere with the day to day conduct of business of the SDV LLP. The maximum number of total partners (including designated) to be appointed for the SDV LLP shall be 10

(Ten) or as mutually decided by the partners from time to time unanimously.

STELLAR PROPERTIES PVT. LTD. Navin Construction & Credit Pvt. Ltd



6 JUN 2013

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9. **Common Seal:** The SDV LLP shall have a common seal to be affixed on documents or contracts with the approval of and in the presence of at least two of the designated partners on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signature.

10. **Audit:** The Statement of Accounts and Solvency of SDV LLP shall be made each financial year and shall be audited by a 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 requirement prescribed under the aforesaid Act..

11. **Remuneration of Partners:** The designated partners (whether singly or jointly, to be specified here) shall be entitled upto a maximum of Rs. 5 Lacs (Rupees Five Lacs) per month or as per Income tax Act only.

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.

12. **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.

13. **Interest on Capital or Loan:** Interest at such rates as may be mutually agreed upon shall be payable on the capital contributed or loan given by the partners.

[Handwritten signature]
Director

Director

[Handwritten mark]

KAMAL KUMAR PAUL
NOTARY, GOVT. OF INDIA
Board No. 2700/04
C.M.M.'s Court
213, Bankshah Street
14, Kolkata - 700059



14. **Transaction of partner with LLP:** A partner may lend money to and



same rights and obligations with respect to the loans or other business transactions of a person who is not a Partner.

15. **Profits:** The net profits of the SDV LLP shall be distributed in the following proportions:

To the said First Party	- 25.00%
To the said Second Party	- 25.00%
To the said Third Party	- 25.00%
To the said Fourth Party	- 25.00%

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

To the said First Party	- 25.00%
To the said Second Party	- 25.00%
To the said Third Party	- 25.00%
To the said Fourth Party	- 25.00%

17. **Bankers:** The bankers of the partnership shall be Axis Bank Limited, Kolkata Main Branch and/or such other bank or banks as the partners may from time to time unanimously agreed upon.

18. **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 SDV LLP till 31st March of the subsequent year.

19. **Place of keeping books of accounts:** The books of accounts of the SDV LLP shall be kept at the registered office of the SDV LLP and at any other business place of the SDV LLP for the reference of all the partners, if approved by all the partners.

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Road No. 2700/04
C.M.M.'s Colony



SUPERDIAMOND VATIKA LLP

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Division of Annual profits of LLP: As soon as the Annual Statements of Accounts



rendering his report thereon, the net profits, if any of the SDV LLP business, shall be divided between the partners in the proportion specified in and in accordance with the provisions of the LLP Act.

21. Admission of New Partner:

- (i) New partner(s) may be introduced with the consent of all the existing partners. Such incoming partner(s) shall have to give his prior consent to act as a Partner of the SDV LLP.
- (ii) The contribution of the new partner may be tangible, intangible, moveable or immovable property.
- (iii) Person whose business interests are in conflict to that of the SDV LLP shall not be admitted as the Partner and any Partners who acquires such conflicting interest after admission as a Partner shall cease to be a Partner and be liable to be expelled as a Partner by an unanimous decision of all the Partners (excluding him).
- (iv) The profit sharing ratio of the incoming partner will be mutually decided by remaining partner(s) of that "Group" in which the incoming partner is joining this LLP.

Director
[Signature]

22. Rights of Partner

- (i) All the partners hereto shall have the rights, title and interest in all the assets and properties in the SDV LLP in the proportion of their profit sharing ratio.
- (ii) Every partner has a right to have access to and to inspect the books of accounts of the SDV LLP.

Director
[Signature]

[Signature]

(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 SDV LLP shall have no

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Reg. No. 2700/04





objection thereto provided that the said partner has intimated the said fact to the SDV LLP before the start of the independent business. Provided the business is not in competition to the existing business being carried on by the SDV LLP.

- (iv) 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 partner as herein provided. However, upon insolvency of a partner, his or her rights, title and interest in SDV LLP shall come to an end.
- (v) Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the SDV LLP in place of such deceased partner 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.
- (vi) On the death of any partner, if his or her legal heirs or their nominee opt not to become the partner, the surviving partner(s) of that specified "Group" shall have the option to purchase the contribution of the deceased partner in the firm.

23. Duties of Partners

- (i) Each partner shall be just and faithful to the other partners in all transactions relating to the SDV 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 representatives.
- (iii) Every partner shall account to the limited liability partnership for any benefit derived by him/her without the consent of the SDV LLP of any transaction concerning the limited liability partnership.

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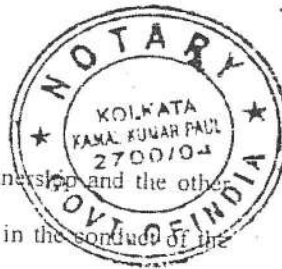
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[Signature] 06 JUN 2013 *[Signature]*

For Navin Construction & Credit Pvt. Ltd.



[Signature]
Director



- (iv) Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- (v) In case any of the partners of the SDV LLP desires to transfer or assign his interest or shares in the SDV LLP the right to refusal remains with the balance partner(s) of that specified "Group". If the balance partners of that specified "Group" do not give the written consent within 60 days then he can transfer the same to the other "Group" with the consent of all the partners of that specified "Group".
- (vi) No partner while he is a partner for the time being of the SDV LLP shall without the written consent of other group:
- Commit to buy any immovable property for the SDV LLP.
 - Submit a dispute relating to business of SDV LLP business to arbitration.
 - 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.
 - Engage directly or indirectly in any business competing with that of the SDV LLP.
 - Withdraw a suit filed on behalf of SDV LLP.
 - Admit liability in a suit or proceedings against SDV LLP.
 - Share business secrets of the SDV LLP with outsiders.
 - Remit in whole or part debt due to SDV LLP.
 - Open a banking account on behalf of SDV LLP in his/her name.

(j) Give any unauthorized security or promise for the payment of money on account on behalf of the SDV LLP except in the ordinary course of business.

For Navin Construction & Credit Pvt. Ltd.

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Regd. No. 2700/04
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2/3, Bankshall Street
Kolkata - 700 001

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- (k) Draw or accept or endorse unauthorizedly any bill of exchange or promissory note on SDV LLP's account.
- (l) Lease, sell, pledge or do other disposition of any of the SDV LLP's property otherwise than in the ordinary course of business.
- (m) Do any act or omission rendering the SDV LLP liable to be wound up by the Tribunal.
- (n) Derive any profits from any transactions of the SDV 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 SDV LLP.
- (o) Do any act that may conflict his/her interest with the interest of SDV LLP or any of its other partners.
- (p) Take any apprentice or hire or dismiss (except in case of gross misconduct) any servant or agent of SDV LLP.
- (q) Lend any money or deliver upon credit any of the goods of SDV LLP to any person whom the other partner shall have previously in writing forbidden to trust.
- (r) Secure unauthorizedly surety or guarantee for any one encumbering or otherwise charging or pledging the properties and assets of the SDV 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.
- (t) Commit to compromise or relinquish any claim in whole or in part of the SDV LLP.

24. Duties/Liabilities of Designated Partners

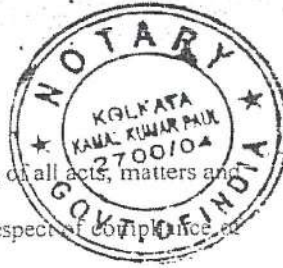
KAMAL KUMAR PANKAJ
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.M's. Court
 2/3, Bankshall Circle
 Tollygunge, Kolkata

The designated partners shall devote their whole time and attention to the SDV LLP business diligently and faithfully by employing themselves in it, and carry

on the business for the greatest advantage of the partnership Construction & Credit Pvt. Ltd.

STELLAR PROPERTIES PVT. LTD.





- (ii) The designated partners shall be responsible for the doing of all acts, matters and things as are required to be done by the SDV 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.
- (iii) Protect the property and assets of the SDV 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 SDV LLP.
- (v) Punctually pay their separate debts to the SDV LLP if any, as they fall due and indemnify SDV LLP or other partners towards charges or costs incurred to protect the assets of the SDV 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.

25. The limited liability partnership SDV LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him/her:

- (i) in the ordinary and proper conduct of the business of the SDV LLP.
- (ii) in or about anything necessarily done for the preservation of the business or property of the SDV LLP.

26. Cessation of Existing Partners

- (i) Partner may cease to be partner of the SDV 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.

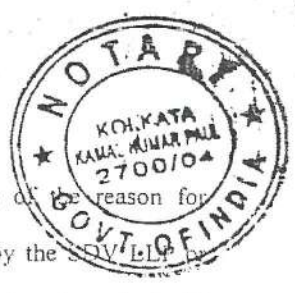
- (ii) Majority of partners can expel any partner in the situation where the partner has been found guilty of carrying of activity/business of SDV LLP with

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2/A, Bandyopadhyay Street



Director

Director



(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 SDV 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 SDV LLP's business any where in the State where the SDV LLP's registered office is located on the date of his/her exit.


27. 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 requirement is to be ratified by all the partners.
- (ii) The matter discussed in the SDV LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, voting rights of each partner shall in proportion to his or her profit sharing ratio. The meeting of the partners may be called by serving seven days prior notice to all the partners at their residential/registered address as mentioned above or in case of urgent meeting, the same can be conveyed by any other mode of communication like, by phone, email, fax, sms, etc. but the notice requirement is to be ratified by all the partners.
- (iii) The meeting of partners shall ordinarily be held at the registered office of the SDV LLP or at any other place as may be convenient to all the partners.
- (iv) SDV LLP shall ensure that decisions taken by it are properly recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

Director

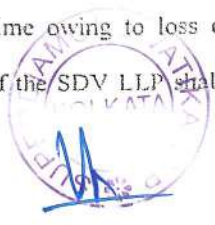


Director


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

29. Termination and Dissolution - If at any time owing to loss or any other cause however one-fourth of the entire capital of the SDV LLP shall have been lost or

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA





not represented by available assets or there existence reasonable cause
comprehension that a call on the partners to contribute further capital of more
of the entire capital of the SDV LLP is imminent in order to carry on its business as a
solvent entity, majority of the partners by value of the contributions may require the
LLP to be dissolved and wound up.

30. **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.

31. **First Schedule:** The provisions of the First Schedule of the LLP Act shall apply to SDV LLP except to the extent modified by this Agreement.

32. **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.

AR PROPERTIES PVT. LTD.

Director

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
S.M.'s. Court
2/3 Banchhall Street



Handwritten signature and the word "Director" written vertically.



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

Party of the First Part -----

Wijaya

Party of the Second Part -----

J Bho...

Party of the Third Part -----

✓ STELLAR PROPERTIES PVT. LTD.
Wijaya
Director

Party of the Fourth Part -----

✓ For Navin Construction & Credit Pvt. Ltd.
J Bho...
Director

Witness 1: ✓

Arunag
(ARUN KUMAR RUSTAGI)
7B, Pretoria Street, Kolkata-700071.

Witness 2: ✓

Ashutosh
(ANIL KR LAHOTY)
12, Govt. Place East
Kolkata-700069



Signatures Attached Only on Identification of Ld. Advocate

K.P. Paul

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Kolkata, West Bengal

06-06-13

06 JUN 2013

Identified by me Only Signature
Anubrah
Anubrah Chatterjee, Advocate
CMM's Court, Kolkata-1

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2/3, Bhukshali Street
Kolkata-700071

06 JUN 2013

SUPERDIAMOND VATIKA LLP

Wijaya
Designated Partner

Date: the 30th day of May, 2013

SUPERDIAMOND VATIKA LLP



LLP AGREEMENT

BETWEEN

Designated Partners:

SHRI VIVEK KUMAR KAJARIA

SHRI NAVIN KUMAR BHARTIA

Other Partners:

STELLAR PROPERTIES PVT. LIMITED

NAVIN CONSTRUCTION & CREDIT PVT LIMITED