



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 628161

RECONSTITUTION OF LLP AGREEMENT OF CALCUTTA VYAPAAR LLP

This Deed of reconstitution of LLP is made on this the 08th day of May, 2018 BETWEEN

Signature

Signature

Compared with originals
of the parties
at Kolkata



Certified to be true Copy
Attested on Identification

TAPAN DAS NOTARY
KOLKATA 24-PGS

Shotta Sadan

Widli Jhawar

15 MAY 2018

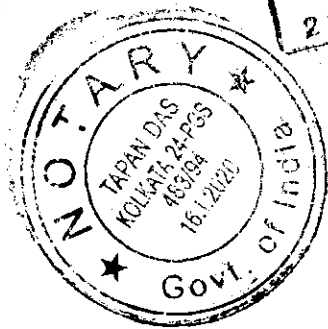
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Calcutta Vyapaan Ltd
Bansal 11/2

Rs. - 100
Rs. - 50
Rs. - 150

NAME	7
ADD	
Rs	
28 MAY 2018 2018	
S. CHATTERJEE	
Licensed Stamp Vendor	
C. C. Court	
28.3. K. S. Road, Kol-1	

MAY 2018



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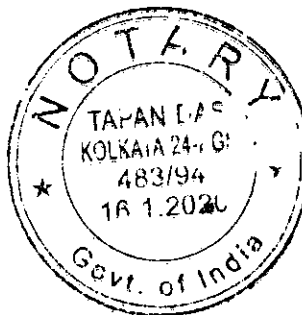
1. Mr. Lalit Kumar Sadani, son of Late Makhan Lal Sadani, by caste Hindu, by occupation business, at present residing at Trishul Apartments, 35, Rowland Road, Flat No. 3D, Kolkata-700020 (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) and hereinafter called the party hereto of the **FIRST PART**,
2. Mrs. Shobha Sadani, wife of Mr. Lalit Kumar Sadani, by caste Hindu, by occupation business, at present residing at Trishul Apartments, 35, Rowland Road, Flat No.-3D, Kolkata-700020 (which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors nominees and permitted assignees) and hereinafter called the party hereto of the **SECOND PART**,

Lalit Kumar Sadani

Shobha Sadani

Compared with originals
and found to be correct
Swadesh Ranjan Bhunia
Advoca.
Bankshall Court Kolkata

[Signature]



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Attested on Identification

TAPAN DAS NOTARY,
KOLKATA *Swadesh Ranjan Bhunia*

15 MAY 2018

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Calcutta Vyapaar Ltd

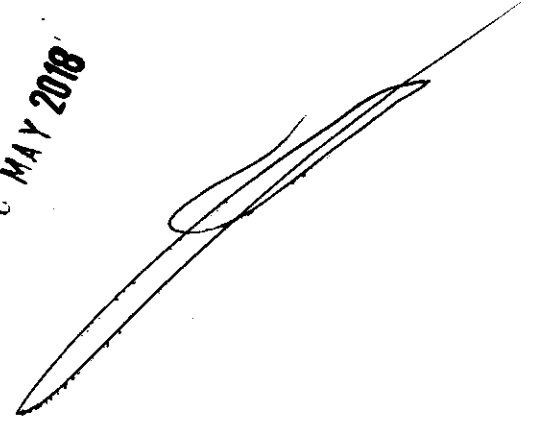
H. Chowdhury

CCY 12

Rs. - 100
Rs. - 50
Rs. - 150

NAME.....
ADD.....
KS.....
8 MAY 2018
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

08 MAY 2018



NOTARY
TAPAN DAS
KOLKATA 24-PGS
483/04
16.1.2020
GOVT. OF INDIA

3. **Mr. Neeraj Sadani**, son of Mr. Lalit Kumar Sadani, by caste Hindu, by occupation business, at present residing at Trishul Apartments, 35, Rowland Road, Flat No. 3D, Kolkata-700020 (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) and hereinafter called the party hereto of the **THIRD PART**,

AND

4. **Mrs. Nidhi Jhawar**, wife of Mr. Akshay Jhawar, by caste Hindu, by occupation service, at present residing at 2, Church Lane, Room No. 302A, 03rd Floor, Kolkata - 700001 (which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees) and hereinafter referred to as the **RETIRING PARTNER**;

WHEREAS

1. The parties hereto of the First Part, Second Part, Third Part and Retiring Partner were carrying on business as partners in terms of Deed of Limited Liability Partnership dated 27.12.2014.
2. The Retiring Partner namely, Mrs. Nidhi Jhawar vide its letter dated 03.03.2018 expressed its intention to resign as partner;
3. In a meeting of its partners held on 07.05.2018, it was agreed and decided that Mrs. Nidhi Jhawar shall stand retired from the partnership on and with effect from the date of the deed.

AND WHEREAS it is deemed necessary and expedient that the terms, conditions and stipulations under which the parties hereto of the FIRST, SECOND and THIRD PARTS (hereinafter collectively referred to as the 'PARTNERS') have agreed to continue as partners in the said LLP **BE REDUCED INTO WRITING.**

Compared with originals
and found to be correct
Swadesh Ranjan Bhunia
Advocate
Bankshall Court, Kolkata

DEFINITIONS AND INTREPRETATIONS

In this Agreement unless the context otherwise requires:-

'Accounting Year' or 'Financial Year' means 1st April of a particular year to 31st March of the next year.

'Act' or 'LLP Act' means the Limited Liability Partnership Act, 2008 and the rules, regulations, circulars and notifications thereunder.

'Business' includes any or all of the activities mentioned in this LLP Agreement and any other activity in relation thereto.

'Arbitration Act' shall have the meaning as described to it in Clause 28 of this Agreement.

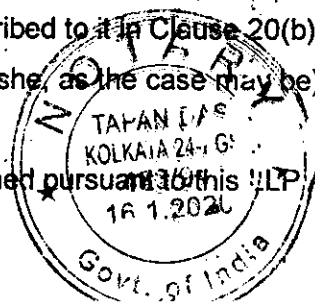
'Designated Partner' means any Partner or any person acting on behalf of the Partner and designated as such.

'Designated Partners' Meeting' shall have the meaning as ascribed to it in Clause 20(c) of this Agreement.

'General Meeting' shall have the meaning as ascribed to it in Clause 20(b) of this Agreement.

'It' means and includes it, its and his/her (or he/ she, as the case may be) and can be used interchangeably in this Agreement.

'LLP' means the Limited Liability Partnership formed pursuant to this LLP Agreement.



TAPAN DAS NOTARY
KOLKATA 24-PGS
15 MAY 2018

NOW THEREFORE THIS DEED OF LIMITED LIABILITY PARTNERSHIP WITNESSETH and the partners hereto hereby agree as follows:

Name of the LLP

1. (i) THAT the name of the LLP shall continue to be **CALCUTTA VYAPAAR LLP.**
- (ii) THAT the LLP may, subject to the provisions of the Act and rules made thereunder, change its registered name to other name as may be decided by the partners.

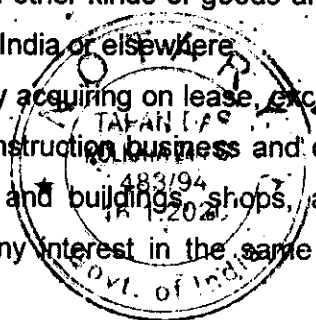
Registered office

2. (i) THAT the LLP shall have its registered office at Azimganj House, Unit No. 1, 1st Floor, 7, Camac Street, Kolkata-700017
- (ii) THAT the LLP may, subject to the provisions of the Act and rules made thereunder, change the place of its registered office at such other place as may be decided by the partners.
- (iii) THAT apart from the registered office, the LLP may have other office or offices as may be decided by the partners from time to time.

Nature of business

3. THAT the business of the LLP shall be as under-
 - (i) to carry on the business of imports & exports, buyers, sellers, traders, merchants, indentors, brokers, agents, commission agents, assemblers, refiners, cultivators, miners, mediators, packers, stockists, distributors, advosirs, hire purchasers and dealers of dealers of and in all kinds of leather & finished leather goods, leather garments, leather products, all related items in leather, electric and electronics components and goods, iron and steel, aluminium, mineral, ferrous and non-ferrous metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn wool and woolen goods, handicrafts & silk, artificial synthetics, ready-made garments, design materials, process, printers in all textiles, timber, cosmetics, stationery, tools & hardware, plastics & plastics goods, tea, coffee, paper packaging materials, chemicals, cement, food grains, factory materials, house equipments, rubber & rubber products, fertilizers, agriculture products, industrial products, computer data materials, software paints, industrial and other gases, alcohol, edible and non-edible oils and fats, drugs, plants and machinery goods, engineering goods and equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, automobile parts, building construction & materials, coal & coke, mica & mica products, gems & jewelleries, imitation jewelleries, dry flowers and plants, printing, transportation and all other kinds of goods and merchandise, commodities and articles of consumption of all kinds in India or elsewhere
 - (ii) To work as a real estate developer by acquiring on lease, exchange, ownership, purchase, hire, rent or otherwise acquire, deal in construction business and carry all or any of the functions of dealings in dwelling houses, lands and buildings, shops, apartments, flats and immovable property of any kind or tenure or any interest in the same and to develop same on its account,

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and found to be correct
Swadesh Ranjan Das
Advocate
Banksha Court Kolkata



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construct , execute, undertake, maintain, remodel, build, erect, demolish, repair, alter, re-erect or to do any work, furnish any building or buildings scheme part of nay building, hotels, clubs, colonies, complexes, apartments, markets, tanks, schools, hospitals, restaurants, baths, places of worship, shops, garages, libraries, reading rooms, dairy farms, or other amusements, and to sell or dispose of which the Company may decide.

- (iii) However, the LLP shall be at liberty to embark on any other line or lines of business or businesses, to start, take over and run industry or industries as may be decided by the partners. The LLP shall be at liberty to deploy the surplus funds as the partners may deem fit.

Contribution

4. (i) THAT the fixed capital of the LLP from the partners shall be as under-

Sl. Nos.	Names of the partners	Fixed Capital Contribution (Rs.)
1.	Mr. Lalit Kumar Sadani	Rs. 799,200/-
2.	Mrs. Shobha Sadani	Rs. 799,200/-
3.	Mr. Neeraj Sadani	Rs. 399,600/-
	Total Fixed Contribution	Rs. 19,98,000/-

(ii) THAT the LLP may increase or decrease the fixed capital contribution as may be decided by the partners unanimously.

(iii) THAT the contribution of a partner may consist of movable or immovable, tangible or intangible property or other benefit to the LLP, including money, promissory notes, or property, and contracts for services performed or to be performed, as may be decided by the partners from time to time.

(iv) THAT the monetary value of the contribution of each partner shall be accounted for and disclosed in the accounts of the LLP.

(v) THAT the fixed capital contribution shall not be withdrawn by the partners except in the event of the death /retirement /insolvency whereon equal amount shall be brought in by the existing / incoming partner buying the share of the deceased / outgoing / insolvent partner.

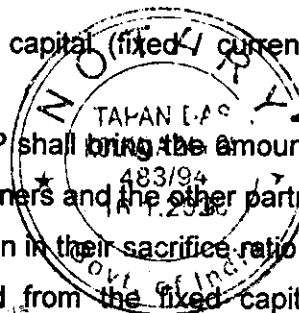
(vi) THAT any contribution over and above the fixed capital contribution shall be treated as "Current Capital". Provided that, apart from the fixed and current capital contribution, the partners may also advance loan, secured or unsecured, to the LLP at such rate or rates as decided by the partners

(vii) THAT the partners' capital accounts (fixed / current capital) may carry interest at such rate or rates as may be decided by the partners.

Provided that the rate of interest on partners' capital (fixed / current capital) may be NIL, if so decided by the partners

(viii) THAT any new partner admitted to the LLP shall bring the amount of its share of fixed capital contribution as may be agreed between the partners and the other partners shall take out equivalent amount of their share of fixed capital contribution in their sacrifice ratio so that the total fixed capital contribution is neither exceeded nor reduced from the fixed capital contribution hereinabove mentioned.

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Swadesh Ranjan Bhunia
Advocate
Banksha Churn Kolkata



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Further THAT, any new partner admitted to the LLP bringing the amount of its share of fixed capital contribution can pay directly to the sacrificing partners or may route through the LLP as may be agreed between the partners.

Remuneration to working partner(s)

5. (a) THAT the LLP may, from time to time, appoint any partner or partners as "Working partner(s)" as may be decided by the partners.

(b) THAT the working partner or partners shall be entitled to remuneration calculated as under-

Sl. No.	Slabs	Remuneration
1.	On the first Rs. 3,00,000/- of the book-profit or in case of a loss	Rs.1,50,000/- or at the rate of 90% of the book-profit, whichever is more
2.	On the balance of the book-profit	At the rate of 60%

(c) THAT for the purpose of calculation of book-profit, "book-profit" means the net profit as per Explanation 3 to section 40(b)(v) of the Income Tax Act, 1961.

(d) THAT the total amount of remuneration to all the partners during the previous year shall not exceed the amount as calculated above.

(e) THAT the total amount of remuneration as per the above calculation shall be distributed between the working partners equally or in such other ratio as may be decided by the partners.

(f) THAT the LLP shall be entitled to increase or decrease the amount of remuneration payable to the working partners as may be decided by the partners. Provided that the remuneration payable may be NIL if so agreed by partners. Provided further that the LLP may revise the mode of calculating the total remuneration payable to the working partners, to a method other than the mode as specified hereinabove, as may be decided by the partners.

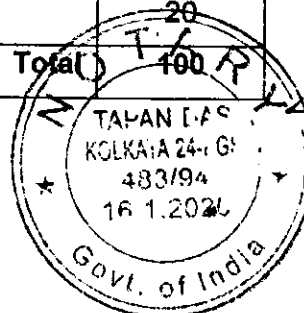
(g) THAT the amount of remuneration payable to the working partner(s) shall be credited to their current account(s) at the close of the accounting period when the final accounts of the LLP are made up and the amount of remuneration shall fall due to the working partner(s) as determined in the manner aforesaid.

Share of profits or losses

6. (i) THAT the Profit Sharing Ratio (PSR) of the partners shall be as under-

Sl. No.	Name of the partners	PSR (%)
1.	Mr. Lalit Kumar Sadani	40
2.	Mrs. Shobha Sadani	40
3.	Mr. Neeraj Sadani	20
	Total	100

Compared with original and found to be correct
Swadesh Praman Pratishtha
Bansbarua Chuff Kolkata



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(ii) THAT the net profit or loss of the LLP arrived at after providing for payment of remuneration to the working partners and interest to partners on capital contributed and loan given by them shall be credited to the profit and loss account of the LLP until and unless distributed in the Profit Sharing ratio with the consent of all the partners. In case any partner retires before distribution of profit or loss of the LLP, he shall not be entitled to any share in the profit or loss credited to the profit or loss account maintained by the LLP.

(iii) THAT the PSR of the partners, as aforesaid, may be changed as may be decided by the partners unanimously. Provided that the aggregate of the PSR of the partners of the LLP who were shareholders of the company on the date of conversion shall not be less than fifty per cent (50%) at any time during the period of five (5) years from the date of conversion (i.e. from 26th December 2014 to 25th December, 2019).

Minimum number of partners

7. THAT the LLP shall have at least two (2) partners. Provided that if at any time the number of partners of a LLP falls below the said statutory limit of two partners and the LLP carries on business for more than six (6) months while the number is so reduced, the person, who is the only partner of the LLP during the time that it so carries on business after those six months and has knowledge of the fact that the LLP is carrying on business with him alone, shall be liable personally for the obligations of the LLP incurred during that period.

Compared with original
and found to be correct
Swadesh Banjan Bhunia
Advocate
Bansh Road, Gariahat, Kolkata

Admission of new partner

8. (a) THAT any individual or body corporate may be a partner in the LLP. Provided that an individual shall not be capable of becoming a partner of the LLP if :

- i. He / she has been found to be of unsound mind by a Court of competent jurisdiction and the finding is in force;
- ii. He / she is an undischarged insolvent; or
- iii. He / she has applied to be adjudicated as an insolvent and his application is pending.

(b) THAT no new person shall be appointed as a partner without the previous written consent of all the existing partners

(c) THAT the incoming partner shall give its prior consent to act as partner of the LLP

Designated Partners

9. (i) THAT the LLP shall have at least two designated partners who are individuals and at least one of them shall be a resident in India.

(ii) THAT any person may become a designated partner as may be decided by the partners.

(iii) THAT an individual shall not become a designated partner unless he / she has given its prior consent to act as such to the LLP



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- (iv) THAT a person shall not be capable of being appointed as a designated partner of the LLP, if he-
- Has at any time within the preceding five (5) years been adjudged insolvent; or
 - Suspends, or has at any time within the preceding five (5) years suspended payments to his creditors and has not at any time within the preceding five (5) years made, a composition with them; or
 - Has been convicted by a Court for any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six (6) months;
 - Has been convicted by a Court for an offence involving section 30 of the LLP Act, 2008

(v) THAT the LLP may change the designated partners from time to time as may be decided by the partners.

Duties and liabilities of designated partners

10. THAT the designated partners shall be responsible for doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 including filing of any document, return, statement and the like pursuant to the provisions of the Act and as may be specified in this LLP agreement.

Vacancy in the office of designated partners

11. THAT the LLP shall appoint a designated partner within 30 days of a vacancy arising for any reason whatsoever and due to which the number of designated partners fall below the statutory minimum of 2 designated partners. Provided that if no designated partner is appointed and at any time there is only one designated partner, each partner shall be deemed to be a designated partner.

LLP to indemnify the partners, officers etc.

12. (a) THAT the LLP shall indemnify and defend its partners (including its designated partners), officers, employees and representatives from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgement, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performance of duties as partners, officers, employees and representatives of the LLP, except for their gross negligence or willful misconduct.

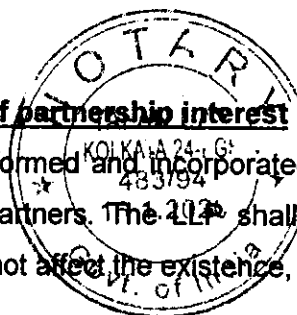
(b) THAT the LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by it :

- In the ordinary and proper conduct of the business of the LLP, or
- in or about anything necessarily done for the preservation of the business or property of the LLP.

Death, retirement, insolvency or cessation of partnership interest

13. (i) THAT the LLP is a body corporate formed and incorporated under the LLP Act, 2008 and is a legal entity separate from that of its partners. The LLP shall have a perpetual succession. Any change in the partners of the LLP shall not affect the existence, rights or liabilities of the LLP.

Compared with original
and found to be correct
Swadesh Ranjan Bhunia
Advocate
Bankbar Court Kolkata



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KOLKATA 24-GS

15 MAY 2018

(ii) THAT a partner may cease to be a partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of its intention to resign as partner.

(iii) THAT no majority of the partners can expel any partner except in the situation where any partner has been found guilty of carrying of any activity / business of LLP with fraudulent purpose.

(iv) THAT a partner shall cease to be a partner of the LLP—

- a. On his / her death; or
- b. Dissolution of the LLP; or
- c. If he / she is declared to be of unsound mind by a competent court; or
- d. If he / she has applied to be adjudged as an insolvent or declared as an insolvent.

(v) THAT upon insolvency of a partner, its rights, title and interest in the LLP shall come to an end.

(vi) THAT upon the death of any of the partners, any of its legal heir/ or nominee shall be admitted as a partner of the LLP in place of the deceased partner. Provided that if the legal heir/or nominee opts not to become a partner, then the surviving partner shall have the option to purchase the contribution of the deceased partner;

(vii) THAT where upon the death of any of the partners, the legal heir/or nominee opts not to become a partner in the LLP or in case of retirement, insolvency etc., a partner ceases to be a partner (hereinafter referred to as "former partner"), then the former partner or a person entitled to its share in consequence of the death, retirement or insolvency of the former partner, shall be entitled to receive the following from the LLP—

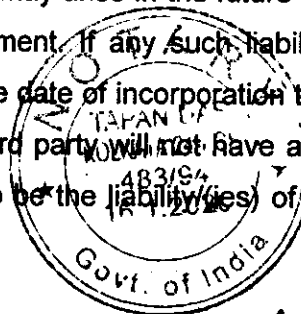
- a. An amount equal to the capital contribution (fixed and current) of the former partner actually made to the LLP; and
- b. His / her right to share in the net profits or loss earned by the LLP, if any, determined as at the date of the former partner ceased to be a partner.

(viii) THAT in case of death, retirement, insolvency or any other mode of cessation of partnership interest, the computation of the rights, title and interest of the concerned partner in the assets, properties of the LLP shall be based on the book value of the assets of the LLP. Provided that the partners may agree to transfer any asset or property of equivalent value in lieu of payment in cash or cheque to partner.

(ix) THAT in case of Retirement, resignation or otherwise from the LLP and or / dissolution of the LLP, the retiring partner or outgoing partner shall not have any claim over goodwill, tenancy right, trademark, or any other incorporeal right of the LLP.

(x) THAT the retiring partner shall renounce all claims against the LLP. The Partners may if so agreed absolve the retiring partner of all liability/(ies) acknowledged or unacknowledged, presently existing or not and any such liability/(ies) which may arise in the future pertaining to the period from the date of incorporation till the date of retirement. If any such liability/(ies) arises in the future against the LLP pertaining to the period from the date of incorporation till the date of retirement, the existing partners at that point of time or any third party will not have any claim against the retiring partner. All such liability/(ies) will be deemed to be the liability/(ies) of the LLP and of the existing partner(s).

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and found to be correct
Swadesh Ranjan Bhunia
Advocate
Banks Hall Court Kolkata



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In such cases, the retiring partner shall be entitled only to the amount standing to the credit of his current and capital account. The retiring partner shall not be entitled to the balance lying in the profit & loss account, securities premium account, if any. Further, no accounts for the interim period shall be prepared.

(xi) THAT the former partner or a person entitled to its share in consequence of the death or insolvency of the former partner shall not have any right to interfere in the management of the LLP.

Partner's transferable interest

14. (a) THAT the rights of a partner to a share of the profits and losses of the LLP and to receive distributions in accordance with the LLP agreement are transferable either wholly or in part.

(b) THAT where any of the partners desires to transfer or assign its interest or share in the LLP, it has to offer the same to the other existing partner(s) by giving thirty (30) days notice. In case the existing partners choose not to accept the offer or do not communicate therein decisions to the transferring partner, the transferring partner may transfer or assign its interest or share to other person or persons. Provided further that where the other existing partners agree to acquire/ buy the interest or share, valuation of its right, title and interest in the assets/properties of the LLP shall be calculated based on the book value of those assets/properties.

(c) The incoming partner may pay the consideration to the retiring partner directly, if it so agreed.

(d) In case of retirement/assignment of partnership interest, the retiring/transferring partner shall not be entitled to any profit/loss for the Financial Year in which retirement/transfer takes place. They shall be entitled to only amount standing to the credit/debit of capital & Current account.

Rights of partners

15. (i) THAT every partner shall have right to take part in the management of the LLP.

(ii) THAT all the partners shall have right, title and interest in all the assets and properties of the LLP in the proportion of their fixed capital contribution.

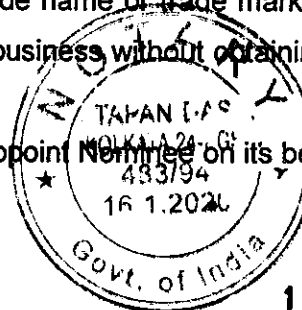
(iii) THAT every partner shall have a right to have access to and to inspect and copy any books of account of the LLP and to take extracts thereof.

(iv) THAT all the partners shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereinafter do in manner as they deem fit and proper and for this purpose other partners and the LLP shall have no objection provided that the concerned partner has intimated the said fact to the LLP before the start of the own, separate and independent business.

Provided that the partners shall not use the trade name or trade mark or any other trade secret of the LLP in the own, separate and independent business without obtaining prior written consent of all the partners.

(v) THAT every partner shall have the right to appoint a nominee on its behalf for the purpose of LLP.

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and found to be correct
Swadeshi Ranjan Bhunia
Advocate
Bankshall Court Kolkata



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15 MAY 2018

Duties of partners

16. (a) THAT each partner shall render true accounts and full information of all things affecting the LLP to any partner or its legal representatives.

(b) THAT every partner shall account to the LLP for any benefit derived, without the consent of the LLP from the any transaction concerning the LLP, or from any use by him / her of the property, name or any business connection of the LLP.

(c) THAT no partner shall, without the previous written consent of all the partners shall do all or any of the following acts—

- i. Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- ii. Lend money or give credit on behalf of the LLP or to have any dealings with any person, company, firm or LLP whom the other partner previously in writing have forbidden it to trust or deal with. Provided that any loss incurred through any breach of provision shall be made good with the LLP by partner incurring the same.
- iii. Enter into any bond or become surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- iv. Assign, mortgage or charge its share in the LLP or any asset or property thereof or make any other person a partner therein.
- v. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by majority of the partners.

(d) THAT each partner shall—

- i. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
- ii. Each of the partners either himself or through authorized representative shall give time and attention as may be required for the fulfillment of the objectives of the LLP business.

Partner as agent of the LLP

17. THAT every partner of the LLP is, for the purpose of the business of the LLP, the agent of the LLP, but not of other partners.

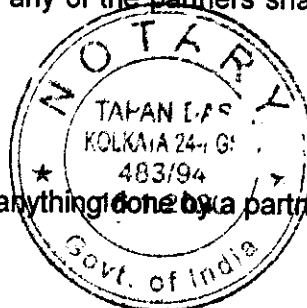
Extent of liability of partner

18. THAT the extent of the liability of any of the partners shall be such as may be provided under the provisions of the Act.

Extent of liability of LLP

19. (a) THAT the LLP is not bound by anything done by a partner in dealing with a person if-

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

(b) THAT the LLP is liable if a partner of a LLP is liable to any person as a result of a wrongful act or omission on his part in the course of the business of the LLP or with its authority.

(c) THAT an obligation of the LLP whether arising in contract or otherwise, shall be solely the obligation of the LLP.

(d) THAT the liabilities of the LLP shall be met out of the property of the LLP.

Meeting of the partners, resolutions etc.

20. a. THAT any matter or issue relating to the LLP shall be decided by a resolution passed by a majority in number of the partners present.

b. THAT the meeting of the partners may be called by sending 15 days prior notice to all the partners at their residential address or by e-mail at the e-mail address / ids provided by the partners in writing to the LLP.

Provided that the meeting may be called at a shorter notice, if all the partners agree in writing to the same either before or during or after the meeting. Any meeting in which all Partners participate to deliberate and decide on the matters including matters specified in Schedule 1 to this LLP agreement or elsewhere stated in this LLP agreement shall be called a "General Meeting". There shall be at least one (1) General Meeting in every Financial Year for consideration and adoption of the Annual Financials. Partners shall have vote each during General Meetings in proportion of their capital contribution to the LLP.

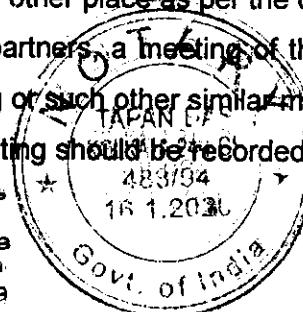
c. All decisions of the Designated Partners shall be taken at meetings called by a notice in writing of 7 days or by circular resolutions in cases of urgency. Any meeting in which Designated Partners participate to deliberate and decide on the matters shall be called a "Designated Partners Meeting". Designated Partners shall have one vote each during Designated Partners Meetings. The decisions in Designated Partners Meetings shall be taken by majority vote. The Designated Partners may appoint a chairman of the Designated Partners Meeting.

d. Subject to the provisions of this Agreement, a resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Designated Partners Meeting, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

e. THAT the meeting of the partners shall ordinarily be held at the registered office of the LLP. Provided that the meeting may be held at any other place as per the convenience of the partners

f. THAT with the written consent of all the partners, a meeting of the partners may be conducted through teleconferencing / video conferencing or such other similar method. Provided that the decision taken in such meeting should be recorded and signed by all the partners within thirty (30) days

compared with originals and found to be correct
 Swadesh Ranjan Bhunia
 Advocate
 Bankers' Court, Kolkata



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 11 5 MAY 2018

g. THAT the LLP shall ensure that the decisions taken by the LLP are recorded in the minutes within thirty (30) days of taking such decisions and are kept and maintained at the registered office of the LLP and that the minutes are signed by the Chairman if appointed or any one of the partners/designated partners present at the meeting.

Common Seal

21. THAT the LLP shall have a common seal to be affixed on such documents as maybe decided by the partners under the signature of designated partner(s).

Bank Accounts

22. i. THAT the partners are at liberty to continue the existing bank accounts of the LLP or open new bank accounts including current, overdraft, cash credit, term loan, fixed deposit or any other account or accounts with any bank or banks as may be decided by the partners.

ii. THAT the banking accounts of the LLP shall be operated as may be decided by the partners in its meeting.

Books of account etc.

23. a. THAT the LLP shall maintain proper books of account relating to its affairs for each year of its existence.

b. THAT the LLP shall keep the books of account at its registered office for the reference of all the partners. Provided that the books of account may be kept at other place as may be decided by the partners.

Financial year of the LLP

24. i. THAT the financial year of the LLP shall be from 1st April of a year to the 31st March of the following year.

Compromise, arrangement or reconstruction

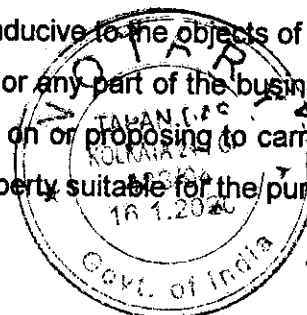
25. THAT, with the consent of all the partners and, subject to the provisions of the LLP Act 2008 and rules made thereunder—

(a) the LLP may enter into compromise, arrangement or reconstruction.

(b) the LLP may amalgamate with any company or LLP or enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession with any other LLP, person, association, firm or body corporate whether in India or outside, carrying on or engaged in, or about to carry on similar business or such other purpose that may deemed calculated, beneficial and conducive to the objects of the LLP.

(c) the LLP may acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the LLP is authorized to carry on, or having property suitable for the purpose of the LLP, which can be carried on in conjunction therewith.

Compared with original
and found to be correct
Swadesh Ranjan Dharma
Amola
Bankshah Court Kolkata



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KOLKATA 24-PGS

15 MAY 2018

Winding up and dissolution

26. THAT, with the consent to all the partners and, subject to the provisions of the LLP Act, 2008 and rules made thereunder, the LLP may be wound up and dissolved.

Business transactions of partner with LLP

27. THAT a partner may enter into business transactions with the LLP and in such a case it will have same rights and obligations with respect to these transactions as a person who is not a partner.

Resolution of disputes

28. a. THAT the Partners *inter-se* and/or the LLP shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to LLP promptly by negotiation amongst themselves.

b. Any dispute or claim which is not amicably settled amongst the Partners *inter-se* and/or the LLP within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Partner(s) and/or LLP, to the other Partner(s) and/or LLP, shall be resolved by final and binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 and applicable rules thereunder (**Arbitration Act**) and conducted in English.

c. The dispute shall be submitted for arbitration in accordance with the Arbitration Act.

d. The award of the arbitrators shall be final and binding upon the parties, and the parties, agree to be bound by the same. The successful party may seek to enforce the award in an appropriate forum of competent jurisdiction.

e. The parties shall cooperate, in good faith, with each other and the arbitrators and use their respective best efforts to respond promptly to any reasonable discovery demand made by any party and the arbitrators.

f. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve the Partners of their obligations under this Agreement.

g. The parties concerned shall bear equally the costs of the arbitration. Each party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit.

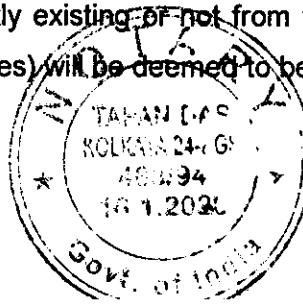
Other terms and conditions

29. (i) THAT the outgoing partner i.e. Mrs. Nidhi Jhawar will not be entitled to any profits or share any loss, if any, for the year. Any profit/ loss for the FY 2018-19 shall be shared amongst the present partners in their profit sharing ratio.

(ii) It has been agreed that no accounts for the interim period i.e. from 01.04.2018 to 07.05.2018 shall be prepared.

(iii) It has also been agreed that the outgoing partner will be discharged of all the liabilities, acknowledged or unacknowledged, presently existing or not from the date of incorporation till the date of its retirement and any such liability/(ies) will be deemed to be the liability/(ies) of the LLP and of the existing partners.

Compared with originals
and found to be correct
Swadesh Ranjan Bhunia
Advocate
Banking Court Kolkata



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30. THAT the other terms and conditions, save and except as mentioned in this LLP agreement, shall be determined in accordance with the LLP Act, 2008 or rules made thereunder or any statutory modifications thereof.

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

Signed and delivered by the

WITNESSES:

1. *Yhemka*
YAMINI KHEMKA
7, Camac Street,
Kot-17.

Lalit Kumar Sadani

Lalit Kumar Sadani

2. *Arjun Panja*
ARJUN PANJA
7, Camac Street
1st Floor
Kot-17

Shobha Sadani

Shobha Sadani

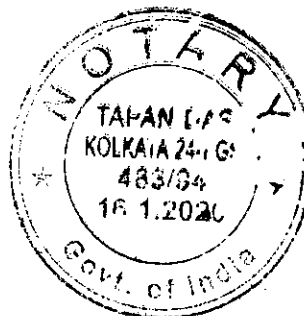
Neeraj Sadani

Neeraj Sadani

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and found to be correct
Swadesh Ranjan Bhunia
Advocate
Bankshall Court Kolkata

Nidhi Jhawar

Nidhi Jhawar



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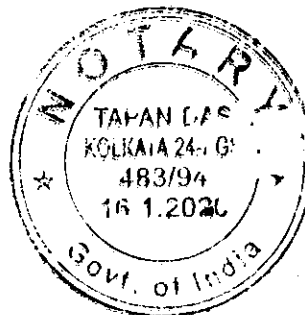
15 MAY 2018

SCHEDULE 1

MATTERS TO BE DECIDED BY A RESOLUTION PASSED UNANIMOUSLY AT THE MEETING OF PARTNERS/ DESIGNATED PARTNERS

- a) Change in Capital Contribution
- b) Change in Profit / Loss sharing Ratio
- c) Admission of new Partners
- d) Matters stated in Clause 16(c) of the Deed
- e) Calling of meeting of partners at a shorter notice
- f) Conducting of a meeting of partners through teleconferencing/ video conferencing or such other similar method
- g) Operating of Bank Accounts
- h) To enter into compromise, arrangement or reconstruction
- i) To amalgamate with any company or LLP or enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession with any other LLP, person, association, firm or body corporate whether in India or outside, carrying on or engaged in, or about to carry on similar business or such other purpose that may deemed calculated, beneficial and conducive to the objects of the LLP
- j) To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the LLP is authorized to carry on, or having property suitable for the purpose of the LLP or which can be carried on in conjunction therewith; and
- k) Winding up and dissolution of the LLP

Compared with originals
and found to be correct
Swadesh Ranjan Bhunia
Advoca.
Bankshall Court Kolkata



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