

WEST BENGAL

V 899831

LIMITED LIABILITY PARTNERSHIP AGREEMENT

This LIMITED LIABILITY PARTNERSHIP AGREEMENT is made on 19th Day of April, 2016 BETWEEN

1. **Dhirendra Agarwal S/o Shraavan Kumar Agarwal** residing at 'Jyotsna' 2nd Floor 194A, Manicktalla Main Road, Kolkata-700054 aged about 53 years by faith Hindu 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 **FIRST PARTY**

AND

2. **Jatin Rajani S/o Dayalji Jamnadas Rajani** residing at K-303, Vandematram City Near Gota Railway Crossing Ahemdabad- 380081 aged about 36 years by faith Hindu 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 **SECOND PARTY**

TATANAGAR FOUNDRY COMPANY LLP

TATANAGAR FOUNDRY COMPANY LLP

Dhirendra Agarwal
 TATANAGAR FOUNDRY COMPANY LLP Partner
Jatin Rajani
 TATANAGAR FOUNDRY COMPANY LLP Partner
Adhya Agarwal
 TATANAGAR FOUNDRY COMPANY LLP Partner
Shree
 Partner

B.K. Banerjee
 Authorized Signatory
 Partner

BIMAL KUMAR BANERJEA
NOTARY
 C.M.M.'s Court Campus
 2, Bankshall Street
 Kolkata-700 001

MAY 2016

B.K. Banerjee
 Partner

M.A. Prasad

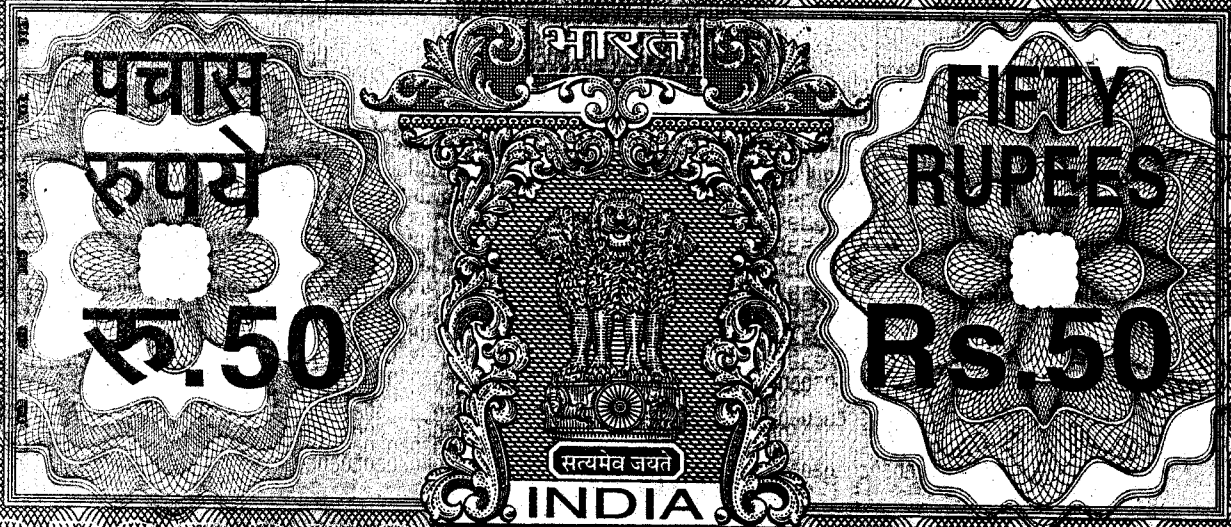
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No.....
SOLD To.....
of.....
Rs. 100/- (HUNDRED ONLY)
PRONATI MUKHERJEE
LICENSED STAMP VENDOR
9, India Exchange Place, Kolkata - 700 001
Date..... Sign.....

06 APR 2016

Upek Agarwal
Dalit Sat Society
Calcutta

भारतीय गैर न्यायिक



पचास
रुपये
₹.50

FIFTY
RUPEES
Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



T 450920

AND

3. **Adya Agarwal D/o Abhay Kumar Shroff** residing at DA-14 Salt Lake City, Sector-1, Kolkata - 700064 aged about 41 years by faith Hindu 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 **THIRD PARTY**

AND

4. **Vivek Agarwal S/o Lakshendra Kumar Agarwal** residing at DA-14 Salt Lake City, Sector-1, Kolkata - 700064 aged about 45 years by faith Hindu 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 **FOURTH PARTY**

BIMAL KUMAR BANERJEE
NOTARY
C.M.'s Court Campus
By Bankshall Street
Kolkata-700 001

AND

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
Partner

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
Partner

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
Partner

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
Partner

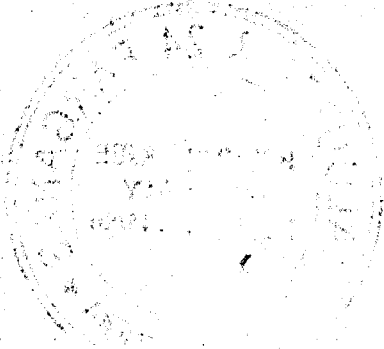
TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP

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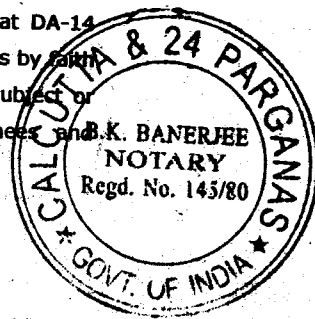
Sold to Vivek Agarwal
of DA 14 Sector S.L. City
Rs 50/- (FIFTY ONLY) bat 64
PRONATI MUKHERJEE
LICENSED STAMP VENDOR
9, INDIA EXCHANGE PLACE,
Date..... Sign.....

06 APR 2016



REGISTRAR OF COMPANIES
DELHI
RECEIVED
06 APR 2016

5. **Umashankar Agarwal S/o Madanlal Agarwal** residing at DA-14 Salt Lake City, Sector-1, Kolkata - 700064 aged about 70 years by faith Hindu 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 **FIFTH PARTY**



AND

6. **Lakshendra Kumar Agarwal S/o Madanlal Agarwal** residing at DA-14 Salt Lake City, Sector-1, Kolkata - 700064 aged about 69 years by faith Hindu 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 **SIXTH PARTY**

AND

7. **Monica Agarwal S/o OmPrakash Jhunjunwala** residing at DA-14 Salt Lake City, Sector-1, Kolkata - 700064 aged about 47 years by faith Hindu 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 **SEVENTH PARTY**,

AND

Whereas the Parties of the **FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY, SIXTH PARTY, SEVENTH PARTY** all members of **TATANAGAR FOUNDRY COMPANY LIMITED** have mutually agreed among themselves to form a **LIMITED LIABILITY PARTNERSHIP** by converting existing **LIMITED** Company **M/S TATANAGAR FOUNDRY COMPANY LIMITED** into a **LIMITED LIABILITY PARTNERSHIP** with a view to carry on the existing business of the company or any activity.

AND WHEREAS the Parties of the **FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY, SIXTH PARTY, SEVENTH PARTY** after making application in the prescribed Form to the Registrar of LLP, have got reserved the name of "**TATANAGAR FOUNDRY COMPANY LLP**" for the

TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

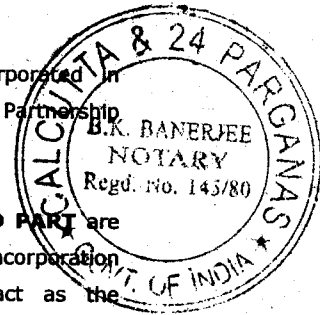
TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

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NOTARY
M.M.'s Court Campus
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Kolkata-700 001

Limited Liability Partnership, they are desirous to get incorporated in accordance with the relevant provisions of the Limited Liability Partnership Act, 2008 and the Rules framed there under.



AND WHEREAS the Parties of the **FIRST PART AND SECOND PART** are partners of the **LIMITED LIABILITY PARTNERSHIP** under incorporation have mutually agreed and have given their consent to act as the **DESIGNATED PARTNERS** of the Limited Liability Partnership to be incorporated under the name and style of "**TATANAGAR FOUNDRY COMPANY LLP**" from the date of its incorporation in accordance with the relevant provisions of the Limited Liability Partnership Act, 2008 (hereinafter referred to as the LLP Act) and the Rules framed there under (hereinafter referred to as the LLP Rules).

AND WHEREAS the Limited Liability Partnership being incorporated in the name and style of "**TATANAGAR FOUNDRY COMPANY LLP**" will be deemed to have come into existence on the 18th day of April, 2016 which is the date of the "Certificate Of Registration On Conversion" issued by the Registrar, Kolkata, Government of India, Ministry of Corporate Affairs, in accordance with the provisions of the **LLP Act** and the **LLP Rules**.

AND WHEREAS the Parties of the **FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY, SIXTH PARTY AND SEVENTH PARTY** have agreed among themselves that all the statutory formalities required to be complied with under the **LLP Act** and the **LLP Rules**, will be duly complied with by the Parties of the **FIRST PART AND SECOND PART** in the capacity as the Designated Partners of the Limited Liability Partnership to be incorporated under the name and style of "**TATANAGAR FOUNDRY COMPANY LLP**".

AND WHEREAS the Parties of the **FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY, SIXTH PARTY AND SEVENTH PARTY** have agreed among themselves that the mutual rights and duties of the Partners of "**TATANAGAR FOUNDRY COMPANY LLP**" and the mutual rights and duties of the Limited Liability Partnership under the name and style of "**TATANAGAR FOUNDRY COMPANY LLP**" and its Partners, recorded in writing.

SIMUL KUMAR BANERJEA
NOTARY
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TATANAGAR FOUNDRY COMPANY LLP
Partner

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Partner

TATANAGAR FOUNDRY COMPANY LLP

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Partner

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Partner

TATANAGAR FOUNDRY COMPANY LLP

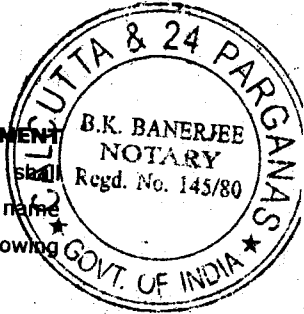
[Signature]
Partner

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TATANAGAR FOUNDRY COMPANY LLP

[Signature]
Partner



NOW THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSETH and the Parties hereto mutually agree that they shall commence and carry on the Limited Liability Partnership Business in the name and style of "TATANAGAR FOUNDRY COMPANY LLP" upon the following terms and conditions:

The Parties of the FIRST PARTY, SECOND PARTY, THIRD PARTY, FOURTH PARTY, FIFTH PARTY, SIXTH PARTY AND SEVENTH PARTY, (hereinafter being collectively referred to as "PARTNERS") shall subscribe their names to the Incorporation Document for incorporating a Limited Liability Partnership under the name and style of "TATANAGAR FOUNDRY COMPANY LLP" (hereinafter referred to as "LLP") in accordance with the relevant provisions of the LLP Act and the LLP Rules.

The date of commencement of the LLP under the name and style of "TATANAGAR FOUNDRY COMPANY LLP" will be deemed to be the 18th day of April, 2016 which is the the date of the "Certificate Of Registration On Conversion" issued by the Registrar, Kolkata, Government of India, Ministry of Corporate Affairs, in accordance with the provisions of the LLP Act and the LLP Rules.

1. DESIGNATED PARTNER

SHRI DHIRENDRA AGARWAL, being the Party of the FIRST PART and SHRI JATIN RAJANI, being the Party of the SECOND PART, shall be the DESIGNATED PARTNERS of the LLP with effect from the Date of Incorporation of the LLP.

The designated partners have been assigned to take care of day to day activity of the company. However decisions taken by majority of partners shall be binding on them

2. LEGAL ENTITY

The LLP is to be considered as a Legal entity separate from its Partners and will have perpetual succession.

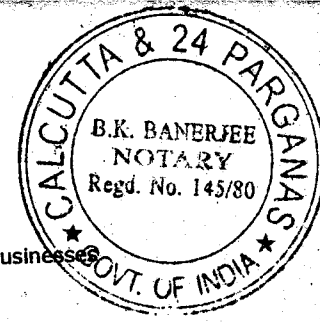
BIMAL KUMAR BANERJEA NOTARY C.M.M.'s Court Campus 2, Bankshall Street Kolkata-700 001

TATANAGAR FOUNDRY COMPANY LLP Partner

TATANAGAR FOUNDRY COMPANY LLP Partner
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TATANAGAR FOUNDRY COMPANY LLP Partner
TATANAGAR FOUNDRY COMPANY LLP Partner

TATANAGAR FOUNDRY COMPANY LLP Partner
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TATANAGAR FOUNDRY COMPANY LLP Partner

3. BUSINESS TO BE CARRIED ON BY LLP



1) The **LLP** shall commence and carry on any one or more of the businesses mentioned herein below:

To carry on the business of Real Estate as builders, buyers, sellers, agents, brokers, sub-brokers, commission agents, dealers, various type of agencies, network marketing & marketing associates.

Provided always that the Partners may mutually agree upon between themselves to commence and carry on any other business not mentioned hereinabove, subject to the compliance of the relevant provisions, if any, contained in the **LLP Act** and the **LLP Rules**.

4. LOCATION OF REGISTERED OFFICE

The Registered Office of the LLP will be situated at **Chandmari, Sapuipara, PO Sapuipara PS Nischinda, Howrah- 711227** and necessary information in respect thereof should be communicated by the Designated Partners to the Registrar of **LLP** in accordance with the relevant provisions of **LLP Act** and the **LLP Rules**.

5. CHANGE OF REGISTERED OFFICE

The Partners may at any time change the Registered Office of the **LLP** and if such change is made then necessary information in respect thereof shall be communicated by the Designated Partners/ Partners to the Registrar of **LLP** in accordance with the provisions contained in the **LLP Act** and the **LLP Rules**;

6. OPENING OF BRANCHES

The Partners may mutually decide at any time to open any office or offices, other than the Registered Office, at any place or places for the purposes of carrying on the business of the **LLP**.

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NOTARY
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TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP

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Partner

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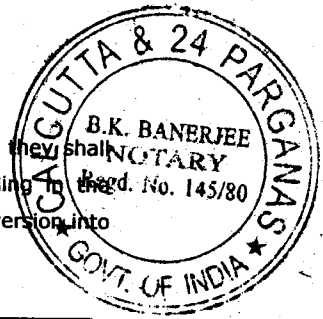
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7. CAPITAL CONTRIBUTION BY PARTNERS

On incorporation, the Partners agree between themselves that they shall have Partners' Capital in the same ratio as their share holding in the **TATANAGAR FOUNDRY COMPANY LIMITED** just before conversion into LLP



1	DHIRENDRA AGARWAL	0.03%	100
2	JATIN RAJANI	0.03%	95
3	ADYA AGARWAL	0.69%	2000
4	UMASHANKAR AGARWAL	0.76%	2205
5	VIVEK AGARWAL	45.95%	133255
6	LAKSHMENDRA KUMAR AGARWAL	52.19%	151345
7	MONICA AGARWAL	0.34%	1000

8. PROFIT / (LOSS) SHARING BY PARTNERS

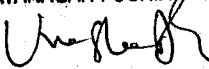
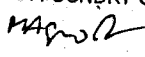
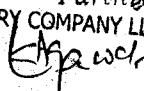
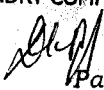
The partners agree that the PROFIT / LOSS of the LLP will be shared by the PARTNERS in the same ratio as their shareholding was prior to the conversion of **TATANAGAR FOUNDRY COMPANY LIMITED** into LLP. The ratio in which the PROFIT / LOSS will be distributed amongst the partner is more specifically defined below:

1	DHIRENDRA AGARWAL	0.03%
2	JATIN RAJANI	0.03%
3	ADYA AGARWAL	0.69%
4	UMASHANKAR AGARWAL	0.76%
5	VIVEK AGARWAL	45.95%
6	LAKSHMENDRA KUMAR AGARWAL	52.19%
7	MONICA AGARWAL	0.34%


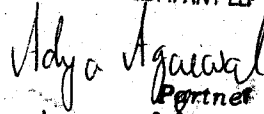
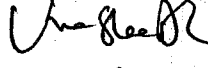


9. INTRODUCTION OF CAPITAL

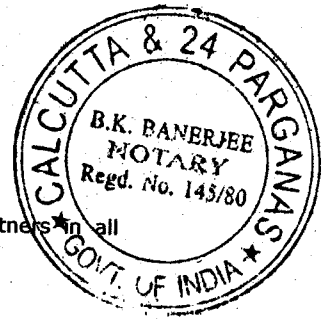
Immediately upon incorporation of the LLP the capital of the **TATANAGAR FOUNDRY COMPANY LIMITED** will stand transferred to LLP.

TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP

 Partner
 TATANAGAR FOUNDRY COMPANY LLP

 Partner
 TATANAGAR FOUNDRY COMPANY LLP

 Partner
 TATANAGAR FOUNDRY COMPANY LLP

 Partner

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 NOTARY
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 2, Bhikuball Street
 Kolkata-700 001

TATANAGAR FOUNDRY COMPANY LLP

 Partner
 TATANAGAR FOUNDRY COMPANY LLP

 Partner


 Partner

 Partner



12. DUTIES OF PARTNERS

1. Each Partner shall be just and faithful to the other partners in all transactions relating to the **LLP**.
2. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
3. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the **LLP** of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the **LLP**.
4. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
5. In case any of the Partners of the **LLP** desires to transfer or assign his interest or shares in the **LLP**. He can transfer the same with the consent of all the Partners.

No Partner including designated shall without the written consent of other Partners :-

- Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **LLP**.
- Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.
- 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.
- Lend money or give credit on behalf of the **LLP** or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust

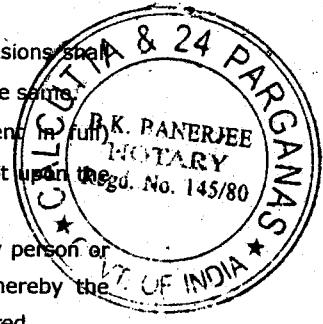
BIMAL KUMAR BANERJEA
NOTARY
6th Med's Court Campus
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TATANAGAR FOUNDRY COMPANY LLP
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TATANAGAR FOUNDRY COMPANY LLP
Partner

- with. Any loss incurred through any breach of provisions shall be made good to the **LLP** by the partner incurring the same.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the **LLP** except upon the written consent given by the other partner(s).
 - Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.
 - To be bound by the decision taken by majority of partners in the matter of LLP



13. REMUNERATION , INTEREST AND DRAWINGS BY PARTNERS

- a. The Partners will be entitled to make drawings out of their respective Capital Accounts, as may be mutually agreed upon between themselves. However, no amount can be paid, either directly or indirectly, to any partner out of balance, standing in the accounts of the company on the date of conversion April 18,2016 for a period of three years from the date of conversion i.e. till April 18, 2019.
- b. Any drawing made by a Partner shall be debited to his respective Capital Account in the **LLP**.
- c. No remuneration is payable to any partner. However, in future, this maybe changed if there is consensus amongst the partners and the partnership deed is amended.
- d. No interest on capital is payable to any partner. However , in future , this maybe changed if there is consensus amongst the partners and the partnership deed is amended.

14. ACCOUNTING PERIOD/ YEAR OF LLP

- a. The first Accounting Period of the **LLP** under these presents shall be deemed to have commenced from the Date of Incorporation of the **LLP** i.e. April 18, 2016 and will end on the **31st day of March, 2017.**

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TATANAGAR FOUNDRY COMPANY LLP

[Signature]

Partner

TATANAGAR FOUNDRY COMPANY LLP

[Signature]

Partner

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Partner

TATANAGAR FOUNDRY COMPANY LLP

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Partner

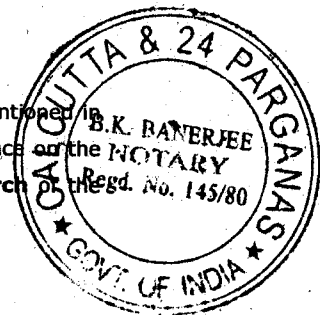
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TATANAGAR FOUNDRY COMPANY LLP
[Signature]
 Partner



b. After the completion of the first accounting period as mentioned in (a) above, each Accounting year of the LLP will commence on the **first day of April** and will end on the **31st day of March** of the immediately following year.

15. PROPER BOOKS OF ACCOUNTS

Proper Books of Accounts giving true and fair view of the affairs of the LLP shall be kept properly posted and each Partner shall have free access to the same at all times.

16. PREPARATION OF ANNUAL ACCOUNTS

- a. At the end of every Accounting Period or Year, as the case may be, Annual Financial Statements, viz., a Profit and Loss Account and a Balance Sheet of the LLP for the said Period or Year, as the case may be, shall be prepared and on approval of the said Financial Statements, all the Designated Partners/ Partners shall sign the same.
- b. On the basis of the Annual Financial Statements prepared, the Designated Partners shall prepare a Statement of Account and Solvency in accordance with the relevant provisions of the LLP Act and the LLP Rules and file the same with the Registrar of LLP in accordance with the said Act/Rules.

17. AUDIT

The first auditor shall be appointed by all the Partners before the end of the first financial year from the date of its incorporation. Subsequent auditors will also be appointed by the designated partners/ Partners prior to 30 days before the end of respective financial year.

18. FILLING OF VACANCY OF AUDITOR:

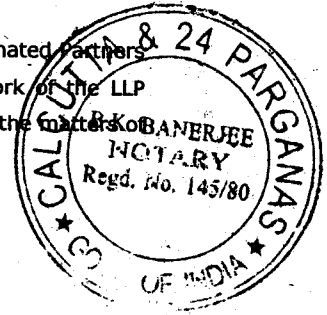
Any vacancy in the office of auditor caused due to his death, resignation or otherwise, the same will be filled by designated partner/ Partners in the manner as laid down in the LLP Act.

BIMAL KUMAR BANERJEA
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19. REMUNERATION OF AUDITOR

TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner	TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner
TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner	TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner
TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner	TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner
TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner	TATANAGAR FOUNDRY COMPANY LLP <i>[Signature]</i> Partner

Parties of the First Part and Second Part being Designated Partners have limited authority of carrying of day to day work of the LLP subject to authorization by majority of Partners in all the matters of the LLP



22. OPERATION OF BANK ACCOUNTS

The Bank Account or Accounts of the **LLP** will be operated as per decision taken by majority of partners in the manner they decide mutually.

23. ADMISSION OF NEW PARTNER

1. No Person will be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **LLP**.
2. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution of Rs.1,00,000/-.
3. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards **LLP**.

24. CESSATION OF EXISTING PARTNERS

- i. If at any time any Partner desires to retire from the **LLP** then he shall give a Notice in writing of not less than Seven days to the other Partner of his intention to resign as Partner.
- ii. On the resignation or cessation of any of the Partners for any reason, the surviving Partner should immediately take necessary action for admission of a new Partner, in accordance with the relevant provisions of the **LLP Act** and the **LLP Rules**.

iii. On the cessation of a Partner from the **LLP** for whatever reason, the retiring Partner or the person / persons entitled to the share of

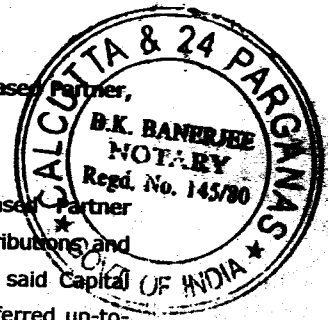
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TATANAGAR FOUNDRY COMPANY LLP
Partner
Rayan

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Partner
TATANAGAR FOUNDRY COMPANY LLP
Partner
TATANAGAR FOUNDRY COMPANY LLP
Partner

Partner's share in consequence of the death of the ceased Partner, shall be paid by the LLP as under



- the Balance in the Capital Account of the ceased Partner comprising of his up-to date actual Capital contributions and his shares of Profit transferred up-to-date to the said Capital Account as reduced by the shares of Losses transferred up-to-date to the said Capital Account and Drawings made by him up-to-date; and
 - the ceased Partner's right in sharing the accumulated Profit lying in the "Reserve and Surplus" of the LLP, provided that in the event of there being any Debit Balance in the "Reserve and Surplus", the ceased Partner's share in such Debit Balance shall be reduced from the amount payable under item (i) above.
- i. On the cessation of a Partner from the LLP for whatever reason, the retiring Partner or the person / persons entitled to the ceased Partner's share in consequence of the death of the ceased Partner, shall not be entitled to any payment from the LLP and / or the Surviving Partner towards Goodwill and / or any other similar matter except as specified in sub-clause (a) above.
- ii. The cessation of a Partner from the LLP will not affect the continuance of the LLP by the Surviving Partner in accordance with the specific provisions contained in these presents subject to the compliance of the relevant provisions of the LLP Act and the LLP Rules.

25. EXPULSION OF PARTNERS

No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/ business of LLP with fraudulent purpose.

26. WINDING UP OF LLP

The LLP can be wounded up with the consent of majority of the partners subject to the provisions of Limited Liability Partnership Act

BIMAL KUMAR BANERJEA
NOTARY
C.M.M.'s Court Campus
Tinkahall Street
Kolkata-700 001

TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

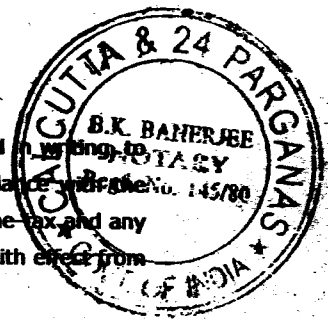
TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

Adya Agarwal
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner

TATANAGAR FOUNDRY COMPANY LLP
Partner



The Partners may at any time unanimously decide, to be expressed in writing, to convert the **LLP** under these presents, into a Company in accordance with the laws relating to the Limited Liability Partnership, Companies, Income-tax and any other relevant law/laws, as will be prevailing at the material time with effect from any date.

All matters of differences and/or disputes and all questions whatsoever which may or shall either during the continuance of the **LLP** or at its determination arise between the Partners hereof and/or their legal heirs and/or legal representatives of a deceased Partner in regard to any matter or thing relating to the **LLP** affairs and/or to the construction or application of any clause herein contained and/or to any account, valuation or division to be made herein under and/or to the rights, duties or liabilities of any person under these presents shall forthwith be referred to arbitration according and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications thereof for the time being in force.

The provisions of the **LLP Act** and the **LLP Rules** and/or any modification thereof, shall so far as they are applicable govern this **LLP** subject however to the express conditions and stipulations contained in these presents.

All or any of the above clauses may be varied, modified, altered, deleted and/or any new clause may be added to by mutual consent of the Partners hereof to be expressed in writing subject to the compliance of the relevant provisions contained in **LLP Act** and the **LLP Rules**.

IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. The Limited Company named as "**TATANAGAR FOUNDRY COMPANY LIMITED**" will be converted into a Limited Liability Partnership called "**TATANAGAR FOUNDRY COMPANY LLP**" and is continuing with the business carried on earlier by the said Private Company.
2. The respective amounts lying to the credit of the Parties hereto in the said Private Company has been treated and converted into their respective Contributions for the Limited Liability Partnership by the parties.
3. Upon conversion of the Company named "**TATANAGAR FOUNDRY COMPANY LIMITED**" into a Limited Liability Partnership named "**TATANAGAR FOUNDRY COMPANY LLP**" with effect from the date of

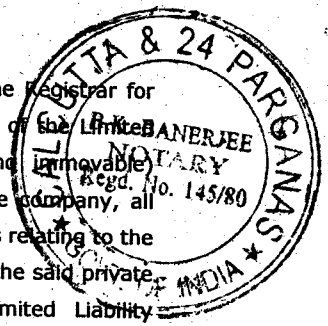
NOTARY
C.M.B.'s Court Campus
2, Bankshall Street
Kolkata-700 001

TATANAGAR FOUNDRY COMPANY LLP

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
 Partner
 TATANAGAR FOUNDRY COMPANY LLP
[Signature]
 Partner
 TATANAGAR FOUNDRY COMPANY LLP
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 Partner
 TATANAGAR FOUNDRY COMPANY LLP
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 Partner
 TATANAGAR FOUNDRY COMPANY LLP
[Signature]
 Partner

issue of the Certificate of Registration of Conversion by the Registrar for the Limited Liability Partnership pursuant to Section 58(1) of the Limited Liability Partnership Act 2008, all tangible (movable and immovable) property as well as intangible property of the said private company, all assets, interests, rights, privileges, liabilities and obligations relating to the said private company and the whole of the undertaking of the said private company will stand transferred and vested in the Limited Liability Partnership named " **TATANAGAR FOUNDRY COMPANY LLP**" without further assurance, act or deed.



IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written.

WITNESSES:-

1. *Suyash Nahata*
7 R.B.S. Lane.
Howrah - 71101.

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
Partner

DHIRENDRA AGARWAL
(Designated Partner)
Party of the First Part

2. *Muzen Kumar*
913, D.D. Park
Kolkata - 700055

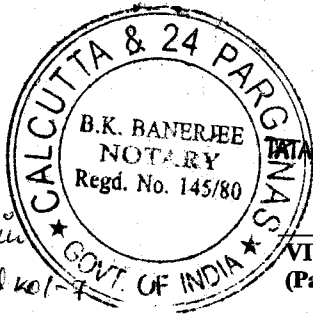
TATANAGAR FOUNDRY COMPANY LLP
[Signature]
Partner

JATIN RAJANI
(Designated Partner)
Party of the Second Part

3. *Pawan Sani*
34 K.K. Tagore
Street. KOL-70007

TATANAGAR FOUNDRY COMPANY LLP
[Signature]
ADYA AGARWAL
(Party of the Third Part)

BIMAL KUMAR BANERJEE
NOTARY
C.M.M.'s Court Campus
2, Bankshall Street
Kolkata-700 001



4. Shipra Jain
229, M.D. Rd Kol-7

TATANAGAR FOUNDRY COMPANY LLP
Nw Agarwal
VIVEK AGARWAL Partner
(Party of the Fourth Part)

5. Avijit Roy.
Chukdaha, Nadia - 741222

TATANAGAR FOUNDRY COMPANY LLP
Umashankar Agarwal
UMASHANKAR AGARWAL
(Party of the Fifth Part)

6. ANUSI AGARWAL
38/4A RAMTANU BOSE
LANE KOL-700006

TATANAGAR FOUNDRY COMPANY LLP
Lakshendra Agarwal
LAKSHMENDRA AGARWAL
(Party of the Sixth Part)

7. VINAY PODDAR
KOL - 75

TATANAGAR FOUNDRY COMPANY LLP
Monica Agarwal
MONICA AGARWAL
(Party of the Seventh Part)

IDENTIFIED BY ME
[Signature]
P. G. Shaw
ADVOCATE

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

[Signature]
(B.K. BANERJEA)
NOTARY

BIMAL KUMAR BANERJEA
NOTARY
C.M.M.'s Court Campus
2, Bankshali Street
Kolkata-700 001

04/5/2016
04 MAY 2016