



referred to as the "Second Party" (which expression shall mean and include successors-in-interest and/or assigns) of the Second Part;

- 3. Iconic Suppliers Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Third Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Third Part;
- 4. Kamakshya Vinimay Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Fourth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Fourth Part;
- 5. Ekdanta Merchandise Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Fifth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Fifth Part;
- 6. Pentagon Suppliers Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Sixth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Sixth Part;
- 7. Innovative Commosales Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 4, Fairlie Place, 1st Floor, Room No 102, Kolkata - 700 001, hereinafter referred to as the "Seventh Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Seventh Part;
- 8. Commitment Vincom Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Eighth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Eighth Part;
- 9. Jackpot Tradelink Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Ninth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Ninth Part;
- 10. Gladiolus Merchants Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Tenth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Tenth Part;
- 11. Juniper Commtrade Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Eleventh Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Eleventh Part;
- 12. Queenbee Sales Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twelfth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twelfth Part;

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✓ 13. **Success Commosales Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 4, Fairlie Place, 1st Floor, Room No 102, Kolkata - 700 001, hereinafter referred to as the "**Thirteenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Thirteenth Part**;

✓ 14. **Connect Dealcom Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Fourteenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Fourteenth Part**;

✓ 15. **Twin Star Dealcom Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Fifteenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Fifteenth Part**;

✓ 16. **Hornbill Tradecom Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Sixteenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Sixteenth Part**;

✓ 17. **Focus Dealers Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Seventeenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Seventeenth Part**;

✓ 18. **Kshitij Vincom Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Eighteenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Eighteenth Part**;

✓ 19. **League Distributors Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Nineteenth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Nineteenth Part**;

✓ 20. **Omni Commoddeal Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Twentieth Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Twentieth Part**;

✓ 21. **Passion Dealers Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Twenty First Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Twenty First Part**;

✓ 22. **Winsome Commoddeal Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Twenty Second Party**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Twenty Second Part**;

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23. **Zeal Dealcom Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twenty Third Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Third Part;
24. **Youth Vincom Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twenty Fourth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Fourth Part;
25. **Flame Sales Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twenty Fifth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Fifth Part;
26. **Limelight Merchandise Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twenty Sixth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Sixth Part;
27. **Jalapeno Sales Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twenty Seventh Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Seventh Part;
28. **Decagon Dealers Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "Twenty Eighth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Eighth Part;
29. **Nortech Property Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 6/C, Elgin Road, Kolkata - 700 020 hereinafter referred to as the "Twenty Ninth Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the Twenty Ninth Part;
30. **Mr. Anirudh Modi**, son / daughter of Mr. Ashok Kumar Modi, residing at 10, Lord Sinha Road, Kolkata - 700 071 and holding Income Tax Permanent Account No. ACUPM7446C, hereinafter referred to as the "Thirtieth Party" (which expression shall mean and include his / her legal heirs, successors, nominees and permitted assignees) of the Thirtieth Part;
31. **Mr. Krishna Modi**, son / daughter of Mr. Deokinandan Modi, residing at 10, Lord Sinha Road, Kolkata - 700 071 and holding Income Tax Permanent Account No. ACUPM7449P, hereinafter referred to as the "Thirty-first Party" (which expression shall mean and include his / her legal heirs, successors, nominees and permitted assignees) of the Thirty-first Part.
32. **Mr. Harshvardhan Modi**, son / daughter of Mr. Ashok Kumar Modi, residing at 10, Lord Sinha Road, Kolkata - 700 071 and holding Income Tax Permanent Account No. ADJPM3040N, hereinafter referred to as the "Thirty-second Party" (which expression shall mean and include his / her legal heirs, successors, nominees and permitted assignees) of the Thirty-second Part.

The "First Party", "Second Party", "Third Party", "Fourth Party", "Fifth Party", "Sixth Party", "Seventh Party", "Eighth Party", "Ninth Party",

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"Tenth Party", "Eleventh Party", "Twelfth Party", "Thirteenth Party", "Fourteenth Party", "Fifteenth Party", "Sixteenth Party", "Seventeenth Party", "Eighteenth Party", "Nineteenth Party", "Twentieth Party", "Twenty First Party", "Twenty Second Party", "Twenty Third Party", "Twenty Fourth Party", "Twenty Fifth Party", "Twenty Sixth Party", "Twenty Seventh Party", and "Twenty Eighth Party", "Twenty Ninth Party", "Thirtieth Party", "Thirty-first Party" and "Thirty-second Party" are hereinafter individually referred to as a "Party" and collectively as "Partners".

Whereas:-

A. The partnership to be governed by this Agreement was incorporated on 25.05.2011 with LLPIN AAA-4949, as a limited liability partnership under the Limited Partnerships Act, 2008 and the said agreement was modified on 30.12.2013 between the parties hereto of the First to Thirty- second Parts the "Partners") with the name 'ARYA GREENS TOWERS LLP' vide Limited Liability Partnership Agreement dated 30.12.2013 (the "Original Agreement").

B. Pursuant to 20(3) of the LLP Rules' 2009, the of name of the said LLP was changed to "EDEN RICHMOND PARK LLP" vide new Certificate of Incorporation dated 27-11-2014 with the said registration number being LLP AAA-4949.

C. The business of the Partnership is to carry on the business of real estate development (as specified in Article 2.1 of the Original Agreement) and to carry out all functions and acts in connection therewith in partnership;

D. The party hereto of First Part to Twenty Eighth Part have decided to contribute some more capital in the LLP, either in cash and/or Right, title and interest in the land they have acquired in the Said Premises, morefully described hereunder and have given written notice to each of the "Remaining Partners" of their intention to do so in accordance with Article 8.1 of the Original Agreement;

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

Article 1

Definitions and Interpretation

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

"Act" shall mean the Limited Liability Partnership Act, 2008 (6 of 2009) of India, as amended from time to time.

"Agreement" means this agreement including any schedules and annexures attached hereto, as may be amended from time to time by the Parties in writing.

"Designated Partner" means any Partner appointed in terms of these presents.

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

"LLP" means the limited liability partnership as re-constituted by this Agreement, and known as "EDEN RICHMOND PARK LLP".

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"Partner" means any person who is a partner in the LLP in accordance with this Agreement.

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

"Said Premises" shall mean All That the piece and parcel of land admeasuring 212 cottahs more or less, comprised in R.S. Dag Nos. 1379, 1380, 1381, 1382, 1383, 1384, 1385 and 1399, appertaining to several Khatian Nos., situate at Mouza-Kodiala, Police Station Sonarpur, District South 24 Parganas, and presently numbered as Premises Nos. 16, Dharamtala Road., within the Rajpur-Sonarpur Municipality AND 07 Kattah 13 Chittaks 38 Sqft comprising in R. S. Dag no. -1376 under R. S. Khatian no 726 corresponding to L.R. dag number-1620 under L.R. Khatian Number-1462, 2136 & 387 lying in Mouza - Kodalia, Parganas - Baridhati, P. S. - Sonarpur, R.S. No-146, Touji No-120, J.L. No-35, within "Rajpur-Sonarpur Municipality" in District-24 Parganas (South)

1.2 Interpretation:

In this Agreement, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and rules or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 words in the singular include the plural and vice versa and words importing any gender include all genders;
- 1.2.3 a reference to a Clause, a Sub-clause, Article or a Schedule is a reference to a Clause, a Sub-clause, Article or a Schedule, as the case may be of, or to, this Agreement;
- 1.2.4 headings are for convenience only and shall not in isolation affect the construction or interpretation of this Agreement;
- 1.2.5 references to this Agreement shall include the Recitals, Articles, Clauses, Sub-Clauses hereof and the Schedules hereto;
- 1.2.6 the term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;
- 1.2.7 the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

Article 2

Business of the LLP, the Date of Reconstitution and its Name

- 2.1 The Business of the LLP shall continue to be "carrying on the following business, namely, to carry on the business of real estate development, to acquire, purchase, exchange, hire, to let out, lease, rent, buy, sell, construct, reconstruct, build, develop, promote, execute, undertake, contract, maintain, manage, run, model, re-model, erect, demolish, alter, furnish, improve, enlarge, pull down, decorate, or otherwise deal in land, buildings, real estate, properties, furniture fittings, provision of amenities and services for commercial and industrial complexes, residential

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complexes, multi-purpose housing, office building, houses, flats, apartments, hospitals, shopping malls, hotels, motels, resorts, holiday homes, restaurants, special economic zones, amusement parks, IT Parks, cineplexes, multiplexes, auditoriums, highways, bridges, golf-courses, film-city, clubs, educational institutions, places of worship, conference rooms, library, dairy farms, agro-projects, and all other kinds of movable as well as immovable properties and to carry on the businesses of purchase, sale of building materials, construction, development, erection, expansion, designing, modernisation, management and maintenance of infrastructure projects like roads, highways, bridges, flyovers, airports, ports, railways, environmental engineering and management, sanitation, water-ways, sewerage disposal, industrial estate, townships, industrial parks, food parks, bio-technology parks, diagnostic centers, hospitals, nursing homes or any other facility of similar nature and to act as consultants, advisors, agents, maintenance service providers for real estate and properties, and mobilize resources and to arrange both private and/or government sector participation for development of real estate and infrastructure projects, either on its own and/or in agreement, arrangement, association, collaboration and/or joint venture with any individual body or bodies or corporate, partnership firms, company, or other organizations, Central or State Government, local authorities and any other statutory authorities, etc.

- 2.2 The reconstitution of the LLP shall be deemed to have come into effect on and from **25-01-2017**.
- 2.3 The name of the LLP shall continue to be "**EDEN RICHMOND PARK LLP**" and the business shall continue to be carried on in the name and style "**EDEN RICHMOND PARK LLP**", or such other name as the Partners may unanimously determine.

Article 3

Registered office and place of business

- 3.1 The registered office of the LLP shall remain same at 17/1, Lansdowne Terrace, Kolkata - 700 026, or such other place or places in India as may be determined unanimously by the Continuing Partners and the New Partners.

Article 4

Common seal

- 4.1 The common seal of the LLP adopted at the first general meeting held after the registration of the LLP, shall be kept in the joint safe custody of the designated partners as appointed in terms of this Agreement. The common seal shall be affixed to any document or contract with the approval of and in the presence of at least two of the Designated Partners on each occasion, and to be recorded chronologically in the seal book maintained for the purpose under their signatures.

Article 5

Designated Partners

- 5.1 The following persons shall be the Designated Partners, namely:-
- (i) **Mr. Anirudh Modi**, son of Mr. Ashok Kumar Modi, residing at 10, Lord Sinha Road, Kolkata - 700 071, being the party hereto of the Thirtieth Part,
 - (ii) **Mr. Krishna Modi**, son of Mr. Deokinandan Modi, residing at

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10, Lord Sinha Road, Kolkata – 700 071, being the party hereto of the Thirty-first Part,

- (iii) Mr. Harshvardhan Modi, son Mr. Ashok Kumar Modi, residing at 10, Lord Sinha Road, Kolkata – 700 071 being the party hereto of the Thirty-second Part,



it being agreed and understood that each of the Parties comprised in "Continuing Partners" and "New Partners" may appoint or nominate others to act as Designated Partners, as per unanimous mutual decision of the existing partners at any time or from time to time.

- 5.2 Each Designated Partner shall be severally responsible to do, execute and perform all acts, deeds, matters and things as are required to be done by the LLP including in respect of compliance of the provisions of the Act, filing of any documents, returns, statements and the like pursuant to the said provisions.
- 5.3 A Designated Partner may resign from his office by giving to the LLP, at its registered office, a written notice of minimum 3 (three) months', provided that if as a consequence thereof there would remain only one Designated Partner in the LLP, the resignation shall not be effective until after a new Designated Partner is appointed.

Article 6

Admission of new Partners

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

Article 7

Term of the LLP

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

Article 8

Capital of the LLP and contribution of the Partners

- 8.1 The capital of the LLP shall be increased by Rs. 28,00,000/- (Twenty Eight Lakhs) with the total capital amounting to the sum of Rs. 3,28,00,000/- (Rupees Three Crores Twenty Eight Lakhs only) and the same shall be brought into the LLP by the Partners in the form of cash / tangible or intangible property. It is recorded between the Parties that the contribution by the First Party, the Second Party, the Third Party, the Fourth Party, the Fifth Party, the Sixth Party, the Seventh Party, the Eighth Party, the Ninth Party, the Tenth Party, the Eleventh Party, the Twelfth Party, the Thirteenth Party, the Fourteenth Party, the Fifteenth Party, the Sixteenth Party, the Seventeenth Party, the Eighteenth Party, the Nineteenth Party, the Twentieth Party, the Twenty First Party, the Twenty Second Party, the Twenty Third

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Party, the Twenty Fourth Party, the Twenty Fifth Party, the Twenty Sixth Party, the Twenty Seventh Party and the Twenty Eighth Party has been in the form of causing transfer of the entirety of their respective right, title and interest in the Said Premises in favour of the LLP ("Right, title and interest in the Said Premises"). Such transfer shall be carried out in favour of the LLP and/or nominees of the LLP and/or in such other manner as may be mutually agreed between the Parties at such time and by execution and registration of such deeds or documents as may be determined unanimously by the existing partners,-

Party	Amount (Rs.)	Form
First Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Second Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Third Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Fourth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Fifth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Sixth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Seventh Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Eighth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Ninth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Tenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Eleventh Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twelfth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Thirteenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Fourteenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Fifteenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Sixteenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises

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Seventeenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Eighteenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Nineteenth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twentieth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-First Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Second Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Third Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Fourth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Fifth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Sixth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Seventh Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Eighth Party	11,00,000/-	In cash and Right, title and interest in the Said Premises
Twenty-Ninth Party	5,00,000/-	In cash
Thirtieth Party	5,00,000/-	In cash
Thirty-First Party	5,00,000/-	In cash
Thirty-Second Party	5,00,000/-	In cash

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

8.2 Interest at the rate of 12% (twelve percent) per annum or as may be prescribed under section 40(5)(iv) of the Income-Tax Act, 1961 or any other applicable provision as may be in force in the Income-Tax assessment of the LLP for the relevant Financial Year, shall be payable to the Partners on the amount standing to the credit of the account of the

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Partners. Such interest shall be calculated and credited to the account of such Partner at the close of the Financial Year. However, the rate of interest could be nil or lower than 12% (twelve percent) as may be agreed to by and between the Parties from time to time.

- 8.3 If any Partner shall advance any sum of money to the LLP over and above its due contribution towards the capital, the same shall be a debt, due from the LLP to the Partner advancing the same, and such amount shall carry simple interest at such rate as may be decided by the Partners unanimously.

Article 9

Assets of the LLP

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

Article 10

Sharing of profit or loss

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

Party	Share in net profit or loss (%)
First Party	1%
Second Party	1%
Third Party	1%
Fourth Party	1%
Fifth Party	1%
Sixth Party	1%
Seventh Party	1%
Eighth Party	1%
Ninth Party	1%
Tenth Party	1%
Eleventh Party	1%
Twelfth Party	1%
Thirteenth Party	1%
Fourteenth Party	1%
Fifteenth Party	1%
Sixteenth Party	1%
Seventeenth Party	1%
Eighteenth Party	1%
Nineteenth Party	1%
Twentieth Party	1%
Twenty First Party	1%
Twenty Second Party	1%
Twenty Third Party	1%
Twenty Fourth Party	1%

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Twenty Fifth Party	1%
Twenty Sixth Party	1%
Twenty Seventh Party	1%
Twenty Eighth Party	1%
Twenty Ninth Party	27%
Thirtieth Party	15%
Thirty first Party	15%
Thirty-second Party	15%

Article II

Management of the LLP

- 11.1 The Designated Partners appointed by the LLP shall be responsible both for the business management of the LLP as also the compliance management thereof under the Act, the Rules and this Agreement.
- 11.2 All decisions of the Partners shall be taken at meetings of Partners called general meetings or by the Designated Partners at meetings called Executive Committee meetings, in both the cases duly called and held by a notice in writing issued by any Designated Partner and failing him, any Partner, of such duration as may be agreed to by a majority of them from time to time, by their resolutions or by circular resolutions.
- 11.3 A resolution circulated in writing and signed by a majority or all of the Partners and/or Designated Partners, as required for the subject case in accordance with the provisions of this Agreement, depending upon whether it is a business to be transacted at a General Meeting or Executive Committee Meeting, shall be deemed to be duly passed, the date of passing such resolution being the date of the signature of the person signing last.
- 11.4 The Designated Partners shall at all times -
- 11.4.1 protect the property and assets of the LLP;
 - 11.4.2 devote their attention to the business of the LLP diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the LLP;
 - 11.4.3 punctually pay their separate debts to the LLP, if any, as and when they fall due and indemnify the LLP and other Partners towards charges or costs incurred to protect the assets of the LLP against any failure to do so; and
 - 11.4.4 inform the other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP;
- 11.5 Each Partner may draw out of the LLP funds as drawings any sum not exceeding such sum and in such installments as may be decided by the Partners unanimously from time to time, subject to such drawings being accounted for in each yearly settlement of their respective accounts.
- 11.6 Indemnities - (i) Every Partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of its business.
- (ii) The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary course of its

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business, or (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

(ii) The LLP shall indemnify each Partner and Designated Partner against any liability incurred in defending any proceedings whether civil or criminal in relation to the LLP and its business transactions, in which judgment is given in their favour or they are acquitted.

Article 12

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

- 12.1 All the funds of the LLP business shall be deposited in its name in such bank account or accounts, as shall be determined by the Partners. Operation of all the bank accounts including withdrawals of funds from any such account shall be carried out by the persons as authorized by the Partners unanimously in a general meeting.
- 12.2 The LLP may borrow funds from such banks, financial institutions, bodies corporate or other parties, and on such terms and conditions and securities, as the Partners may from time to time unanimously agree upon.
- 12.3 All necessary books of account and other papers relating to the affairs of the LLP as prescribed under the Act and the Rules shall be ensured to be kept and maintained by the LLP through proper arrangements put in place by the Designated Partners at the principal place of business of the LLP and/or all other place(s) of business and the same shall be kept consolidated in such a manner as agreed upon by all the Partners. The accounts shall be kept on an accrual basis and according to the principles of double entry system of accounting so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place(s) of business without the consent of all the Partners, and the same shall be open to their inspection on all days of the week.
- 12.4 The Designated Partners shall within a period of 6 (six) months from the end of each Financial Year, prepare the annual statement of accounts and solvency for the Financial Year ended, in accordance with the Act and Rules and arrange to have the same audited as provided in the said Rules, signed by each one of them. Further, it shall be responsibility of the Designated Partners to send a copy of the said annual statement of accounts and solvency to every Partner and obtain their written acceptance of the same.

Article 13

Responsibility of the Partners

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



EDEN RICHMOND PVT. LTD.
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- 13.2.1 lend any money or deliver upon credit any of the goods of the LLP to any person;
- 13.2.2 give any security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business of the LLP;
- 13.2.3 secure surety or guarantee for any one, encumber or otherwise charge or pledge the properties or assets of the LLP;
- 13.2.4 draw or accept or endorse unauthorisedly any bill of exchange or promissory note on account of the LLP;
- 13.2.5 remit the whole or part of any debt due to the LLP;
- 13.2.6 commit to buy or buy any immovable property for the LLP;
- 13.2.7 commit to sell or sell any immovable property of the LLP;
- 13.2.8 submit a dispute relating to the business of the LLP to arbitration;
- 13.2.9 commit to compromise or relinquish any claim in whole or in part of the LLP;
- 13.2.10 withdraw a suit filed on behalf of the LLP;
- 13.2.11 admit any liability in a suit or proceeding against the LLP;
- 13.2.12 Enter into any partnership, joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

13.3 Every Partner shall indemnify the LLP for any loss caused to it on account of fraud committed by it in the conduct of the business. The LLP shall indemnify each Partner in respect of the payments made and personal liabilities incurred by such Partner (a) in the ordinary course of its business; or (b) in or about anything necessarily done for the preservation of the business or property of the LLP. Further, the LLP shall indemnify each Partner and the Designated Partners against any liability incurred in defending any proceedings whether civil or criminal in relation to the LLP and its business transactions.

Article 14

Transfer or assignment

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

Article -15

Retirement and cessation

- 15.1 It shall be lawful for any Partner to retire from the LLP by giving to the other Partners 3 (three) months' previous written notice ending with the Financial Year of the LLP of his intention to do so. By reason of its

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

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

Article 16

Ratification

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

EDEN RICHMOND PARK LLP
25 JAN 2017



Article 17

Termination and dissolution

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

Article 18

Arbitration, governing law and jurisdiction

- 18.1 In case of any dispute relating to or touching the business of the LLP or this Agreement or the interpretation thereof, the same shall be referred to the sole arbitration of Mr. Ashok Kumar Modi, son of Late Badridass Modi, residing at 10, Lord Sinha Road, Kolkata - 700071. The arbitration shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be at Kolkata. The decision of the arbitrator shall be final and binding on each of the Parties.
- 18.2 This Agreement shall be governed by and construed in accordance with laws of India. The courts at Kolkata only shall have sole and exclusive jurisdiction in respect of all matters arising out of or pertaining to this agreement.

Article 19

Entire agreement, severability and waiver

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

EDEN RICHMOND PARTNERS LLP
25 JAN 2017



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

Witness to all signatories

Sanjay Kumar Jain

SANJAY KUMAR JAIN
ADVOCATE
HIGH COURT, CALCUTTA

Sanjay Kumar Jain
Sanjay Kumar Jain
West Bengal - Kolkata

[Signature]
First Party

[Signature]
Second Party

[Signature]
Third Party

[Signature]
Fourth Party

[Signature]
Fifth Party

[Signature]
Sixth Party

[Signature]
Seventh Party

[Signature]
Eighth Party

[Signature]
Ninth Party

EDEN RICHMOND PARTNER

25 JAN 2017

AUTHORISED SIGNATURE



Judha Pralhad Modi,
Tenth Party

[Signature]

Eleventh Party

Alka Modi
Twelfth Party

[Signature]

Thirteenth Party

Mesta Mod
Fourteenth Party

[Signature]

Fifteenth Party

Radhya Shyam Shant

Sixteenth Party

[Signature]
Seventeenth Party

Suresh Kumar Shant
Eighteenth Party

Sowadh Jain,
Nineteenth Party

EDEN RICS/MONS/PAK/LEP
25 JAN 2017

AUTHORISED SIGNATORY



[Signature]

Twentieth Party

[Signature]

Twenty First Party

Mangal Moha
Twenty Second Party

[Signature]
Twenty Third Party

Lakshmi Moha
Twenty Fourth Party

Sushil Kumar
Twenty Fifth Party

Savitri Moha

[Signature]
Twenty Sixth Party

[Signature]
Twenty Seventh Party

Sangay Jain
Twenty Eighth Party

[Signature]
Twenty Ninth Party

EDEN RICHMOND DISTRICT
25 JAN 2012
AUTHORISED SIGNATURES



Tim Moh
Thirtieth Party

Abhijit Agarwal
Thirty-first Party

Rishabh *Rishabh Baboti*
Thirty-second Party

(First to Thirty-second Parties collectively referred to as "Partners")

25 JAN 2017

SOLEMNLY AFFIRMED & DECLARED BEFORE ME WITH IDENTIFICATION BY PRODCASE

L. N. SHARMA,
NOTARY GOVT. OF WEST BENGAL
REG. NO. 61/2002

EDEN RICHMOND PARK LLP
[Signature]
AUTHORIZED SIGNATORY

Ratification of this LLP Agreement post-reconstitution of 'EDEN RICHMOND PARK LLP'

By Partners -

"The LLP Agreement hereabove is hereby ratified"



(1) Mr. Aniruddh Modi
Designated Partner of EDEN RICHMOND PARK LLP

(2) Mr. Karolina Modi
Designated Partner of EDEN RICHMOND PARK LLP

(3) Mr. Harshwardhan Modi
Designated Partner of EDEN RICHMOND PARK LLP

(4) Mr. Anil Gupta
Nominee of Agni Dealcom Private Limited

(5) Mr. Samashita Das
Nominee of Quick Commosales Private Limited

(6) Mr. Anil Gupta
Nominee of Iconic Suppliers Private Limited

(7) Mrs. Meeta Modi
Nominee of Kamakshya Vinimay Private Limited

(8) Mr. Anil Agarwal
Nominee of Ekdanta Merchandise Private Limited

(9) Mr. Harish Gupta
Nominee of Pentagon Suppliers Private Limited

(10) Mrs. Indu Prabha Modi
Nominee of Innovative Commosales Private Limited

(11) Mr. Madhu Gopal Manda
Nominee of Commitment Viacon Private Limited

(12) Mrs. Alka Modi
Nominee of Jackpot Tradelink Private Limited

(13) Mrs. Rajni Jain
Nominee of Gladiolus Merchants Private Limited

(14) Mrs. Meeta Modi
Nominee of Juniper Commotrade Private Limited

(15) Mrs. Radha Gupta
Nominee of Queenbee Sales Private Limited

(16) Mr. Rakesh Shyam Dhandh
Nominee of Success Commosales Private Limited

(17) Mr. Anil Kumar Modi
Nominee of Connect Dealcom Private Limited

(18) Mr. Satish Kumar Dhandh
Nominee of Twin Star Private Limited

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25 JAN 2017

AUTHORIZED SIGNATORY



- (19) Mr. Saurabh Jain
Nominee of Hornbill Tradecom Private Limited. *Saurabh Jain*
- (20) Mr. Vaidh Kumar Jain
Nominee of Focus Dealers Private Limited. *FOCUS DEALERS PVT. LTD*
Vaidh
- (21) Mr. Divyans Modi
Nominee of Kshitij Vincom Private Limited. *Director / Authorized Signatory*
(KSHITIJ VINCOM PVT. LTD)
Divyans
- (22) Mr. Mayank Modi
Nominee of League Distributors Private Limited. *Director / Authorized Signatory*
LEAGUE DISTRIBUTORS
Mayank Modi
- (23) Mr. Ashwini More
Nominee of Omni Commodal Private Limited. *Director / Authorized Signatory*
Omni Commodal
Ashwini More
- (24) Mrs. Lakshmi More
Nominee of Passion Dealers Private Limited. *PASSION DEALERS PVT LTD*
Lakshmi More
- (25) Mr. Sushil Dhanraj
Nominee of Winsome Commodal Private Limited. *Director / Authorized Signatory*
WINSOME COMMODAL
Sushil Dhanraj
- (26) Mr. Sanku Modi
Nominee of Zeal Dealcom Private Limited. *Director / Authorized Signatory*
ZEAL DEALCOM PVT. LTD
Sanku Modi
- (27) Mr. Sunil Modi
Nominee of Youth Vincom Private Limited. *Director / Authorized Signatory*
YOUTH VINCOM PVT. LTD
Sunil Modi
- (28) Mr. Saurabh Kumar Jais
Nominee of Flame Sales Private Limited. *Director / Authorized Signatory*
FLAME SALES PVT. LTD
Saurabh Jais
- (29) Mr. Sunil Kumar Agarwal
Nominee of Limelight Merchandise Private Limited. *Director / Authorized Signatory*
LIMELIGHT MERCHANDISE PVT. LTD
Sunil Agarwal
- (30) Mrs. Tina Modi
Nominee of Jalapeau Sales Private Limited. *Director / Authorized Signatory*
JALAPEAU SALES PVT. LTD
Tina Modi
- (31) Mr. Aditya Agarwal
Nominee of Decagon Dealers Private Limited. *Director / Authorized Signatory*
DECAGON DEALERS PVT
Aditya Agarwal
- (32) Mr. Himansu Baberi
Nominee of Nortech Property Private Limited. *Director / Authorized Signatory*
NORTECH PROPERTY PVT. LTD.
Himansu Baberi

Place: Kolkata
Date: 24/1/2012

SOLEMNLY AFFIRMED &
DECLARED BEFORE ME IN
IDENTIFICATION OF ADVOCATE

L.N. SHARMA,
NOTARY GOVT. OF WEST BENGAL
REG. NO. 68/2002

EDEN RICHMOND
25 JAN 2012

AUTHORISED SIGNATORY



Ratification of this LLP Agreement post-reconstitution of EDEN RICHMOND PARK LLP on its behalf by its authorized Designated Partners and Nominees of bodies-corporate as partners

"The LLP Agreement heretofore is hereby ratified for and on behalf of ARYA GREENS TOWERS LLP"

As decided at its general meeting of Partners held on _____

- (1) Mr. Anil Modi
Designated Partner of Eden Richmond Park LLP
Anil Modi
EDEN RICHMOND PARK LLP
- (2) Mr. Krishna Modi
Designated Partner of Eden Richmond Park LLP
Krishna Modi
EDEN RICHMOND PARK LLP
- (3) Mr. Harshvardhan Modi
Designated Partner of Eden Richmond Park LLP
Harshvardhan Modi
EDEN RICHMOND PARK LLP
- (4) Mr. Anil Gupta
Nominee of Agri Dealecom Private Limited
Anil Gupta
AGRI DEALCOM PRIVATE LIMITED
- (5) Mr. Subhanis Das
Nominee of Quick Commodities Private Limited
Subhanis Das
QUICK COMMODITIES PRIVATE LIMITED
- (6) Mr. Anup Chandra
Nominee of Income Suppliers Private Limited
Anup Chandra
INCOME SUPPLIERS PRIVATE LIMITED
- (7) Mrs. Megha Modi
Nominee of Kamakshya Vinimay Private Limited
Megha Modi
KAMAKSHYA VINIMAY PVT LTD
- (8) Mr. Ankit Agarwal
Nominee of Ekdanta Merchandise Private Limited
Ankit Agarwal
EKDANTA MERCHANDISE PVT LTD
- (9) Mr. Balraj Gupta
Nominee of Pentagon Suppliers Private Limited
Balraj Gupta
PENTAGON SUPPLIERS PVT LTD
- (10) Mrs. Indu Prabha Modi
Nominee of Innovative Commodities Private Limited
Indu Prabha Modi
INNOVATIVE COMMODITIES PVT LTD
- (11) Mr. Madan Gopal Modi
Nominee of Commitment Vincom Private Limited
Madan Gopal Modi
COMMITMENT VINCOM PRIVATE LIMITED
- (12) Mrs. Alka Modi
Nominee of Jackpot Tradelink Private Limited
Alka Modi
JACKPOT TRADELINK PVT LTD
- (13) Mrs. Rajni Jha
Nominee of Gladulus Merchants Private Limited
Rajni Jha
GLADULUS MERCHANTS PVT LTD
- (14) Mrs. Meera Modi
Nominee of Juniper Comtrade Private Limited
Meera Modi
JUNIPER COMTRADE PRIVATE LIMITED
- (15) Mrs. Radha Gupta
Nominee of Queenbee Sales Private Limited
Radha Gupta
QUEENBEE SALES PRIVATE LIMITED
- (16) Mr. Rajeev Kumar Dhanraj
Nominee of Success Commodities Private Limited
Rajeev Kumar Dhanraj
SUCCESS COMMODITIES PRIVATE LIMITED
- (17) Mr. Ashok Kumar Modi
Nominee of Cannet Dealecom Private Limited
Ashok Kumar Modi
CANNET DEALCOM PRIVATE LIMITED
- (18) Mr. Suresh Kumar Dhanraj
Nominee of Eden Richmond Park LLP
Suresh Kumar Dhanraj
EDEN RICHMOND PARK LLP

15 JAN 2017

AUTHORISED SIGNATURE



- (19) Mr. Saumabh Jain
Nominee of Hornbill Tradecon Private Limited
- (20) Mr. Vinod Kumar Jain
Nominee of Focus Dealers Private Limited
- (21) Mr. Dinesh Modi
Nominee of Kshilij Vincom Private Limited
- (22) Mr. Mayank Modi
Nominee of League Distributors Private Limited
- (23) Mr. Shreyas Modi
Nominee of Omni Commodal Private Limited
- (24) Mrs. Lakshmi Modi
Nominee of Passion Dealers Private Limited
- (25) Mr. Nishu Debnath
Nominee of Winsome Commodal Private Limited
- (26) Mrs. Smita Modi
Nominee of Zeal Dealcom Private Limited
- (27) Mr. Sunil Modi
Nominee of Youth Vincom Private Limited
- (28) Mr. Sanjay Kumar Jain
Nominee of Flame Sales Private Limited
- (29) Mr. Sunil Agarwal
Nominee of Lighthouse Merchandise Private Limited
- (30) Mrs. Tina Modi
Nominee of Jalapeno Sales Private Limited
- (31) Mr. Aditya Agarwal
Nominee of Decagon Dealers Private Limited
- (32) Mr. Ritesh Dahanu
Nominee of Noritech Property Private Limited

HORNBILL TRADECON PVT. LTD.
Saumabh Jain
Director / Authorized Signatory

FOCUS DEALERS PVT. LTD.
Director / Authorized Signatory

LEAGUE DISTRIBUTORS PVT. LTD.
Mayank Modi
Director / Authorized Signatory

OMNI COMMODAL PVT. LTD.
Director / Authorized Signatory

PASSION DEALERS PVT. LTD.
Lakshmi Modi
Director / Authorized Signatory

WINSOME COMMODAL PVT. LTD.
Nishu Debnath
Director / Authorized Signatory

ZEAL DEALCOM PVT. LTD.
Smita Modi
Director / Authorized Signatory

YOUTH VINCOM PVT. LTD.
Sunil Modi
Director / Authorized Signatory

FLAME SALES PVT. LTD.
Sanjay Kumar Jain
Director / Authorized Signatory

LIGHTHOUSE MERCHANDISE PVT. LTD.
Sunil Agarwal
Director / Authorized Signatory

JALAPENO SALES PVT. LTD.
Tina Modi
Director / Authorized Signatory

DECAGON DEALERS PVT. LTD.
Aditya Agarwal
Director / Authorized Signatory

NORITECH PROPERTY PVT. LTD.
Ritesh Dahanu
Director / Authorized Signatory

SOLEMNLY AFFIRMED &
DECLARED BEFORE ME ON
IDENTIFICATION OF ADVOCATE

L. N. SHARMA,
NOTARY GOVT. OF WEST BENGAL
REG. NO. 68/2002

25 JAN 2017

EDEN RICHMOND PVT. LTD.
AUTHORISED SIGNATORY

Date : 05.10.2018

To whom it may concern

**Regarding Joint Venture Agreement and General Power of Attorney for
our project "EDEN RICHMOND ENCLAVE", Premises No – 201
Dharmatala Road, Kolkata - 700146**

Dear Sir / Madam,

This is to inform you that, our project "EDEN RICHMOND ENCLAVE" at 201 Dharmatala Road, Kolkata - 700146 is developing by "EDEN RICHMOND PARK LLP", on behalf of our 28 Company namely Agni Dealcom Pvt Ltd & 27 others. Those 28 nos of companies are the landlord of the property as well as the partners of the 'Eden Richmond Park LLP'. Copy of LLP agreement is enclosed herewith for your reference.

Hence Joint Venture Agreement and General Power of Attorney is not required in this project.

Thanking you,

EDEN RICHMOND PARK LLP

For,

AUTHORIZED SIGNATORY