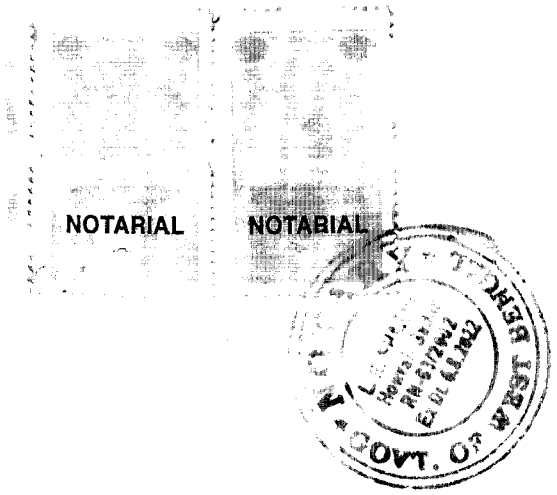




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 231054



This Limited Liability Partnership Agreement made at Kolkata on this 6<sup>th</sup> day of October, 2018

BETWEEN

1. **Agni 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 "First Party" (which expression shall mean and include its successors-in-interest and/or assigns) of the First Part;
2. **Quick Commosales 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

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14 SEP 2018

Sl. No.....Date.....  
Name.....  
Add.....  
AMT.....100.....

SANJAY KUMAR JAIN  
ADVOCATE  
HIGH COURT, CALCUTTA

Soumitra Chanda  
SOUMITRA CHANDA  
Licensed Stamp Vendor  
8/2, K. S. Roy Road, Kol.



referred to as the “**Second Party**” (which expression shall mean and include its 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, 1<sup>st</sup> 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 Commotrade 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**”



(which expression shall mean and include its successors-in-interest and/or assigns) of the **Twelfth Part**;

**13. Success Commosales 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 "**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**;

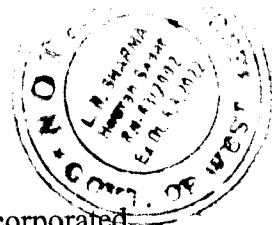
**17. Focus Dealers Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the "**Seventeenth Party**" (which expression shall mean and include its successors-in-interest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



**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**;

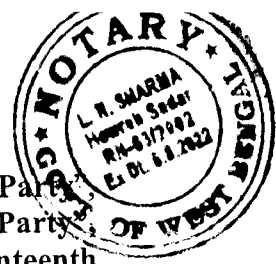
**27. Jalapeno Sales Private Limited**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter referred to as the **“Twenty Seventh Party”** (which expression shall mean and include its successors-in-interest 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 17/1, Lansdowne Terrace, Kolkata - 700 026 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**,



Party”, “Sixth Party”, “Seventh Party”, “Eighth Party”, “Ninth Party”, “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”.

**AND**

33. **Mrs. Stuti Modi**, daughter of Mr. Deokinandan Modi, residing at 10, Lord Sinha Road, Kolkata – 700 071 and holding Income Tax Permanent Account No. AJEPM6375M, hereinafter referred to as the “**Thirty-third Party**” (which expression shall mean and include his / her legal heirs, successors, nominees and permitted assignees) of the **Thirty-third Part**, hereinafter referred to as “**New Partner**”.

**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").

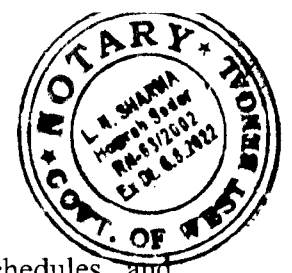
B. Pursuant to 20(3) of the LLP Rules’ 2009, the of name of the said LLP was changed to “**EDEN RICHMOND PARK LLP**” vide new Certificate of Incorporation dated 27-11-2014 with the said registration number being LLIP AAA-4949. Certain clauses of the said Liability Partnership Agreement were amended on 25<sup>th</sup> day of January, 2017 and a fresh agreement was executed incorporating the said clauses.

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 Thirty-second Party have decided to take the new partner with some more capital in the LLP in cash, 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 and the said new incoming partner shall give her services with respect to the designing and beautification of the Housing Complex, which is under construction;

**Now Therefore** in consideration of the mutual covenants, terms and conditions and understandings as set forth herein, the sufficiency whereof each of the Parties has acknowledged taking the “**New Partner**” as one the Parties hereto agree as follows:

**Article 1**



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 1<sup>st</sup> April and ending on 31<sup>st</sup> 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**”.

“**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 Kodalia, 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, Pargana - 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:**

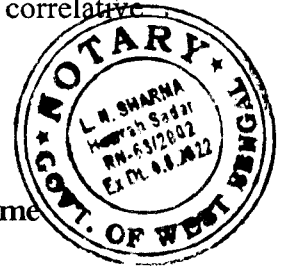
In this Agreement, unless the contrary intention appears:

- 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

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 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 **18-06-2018**.
- 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.

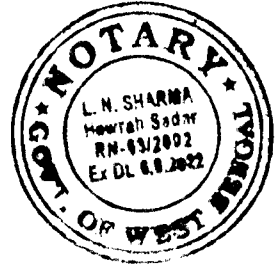
## Article 3

### 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.



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 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.

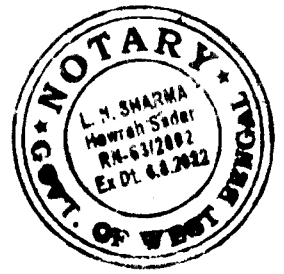
5.3 A Designated Partner may resign from his office by giving to the LLP, at its registered office, a written notice of minimum 3 (three) months’, provided that if as a consequence thereof there would remain only one Designated Partner in the LLP, the resignation shall not be effective until after a 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

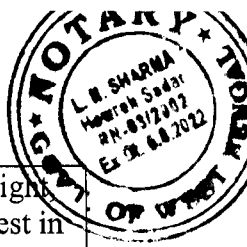


## Article 8

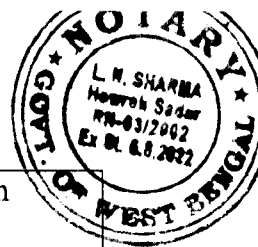
### Capital of the LLP and contribution of the Partners

8.1 The capital of the LLP shall be increased by Rs. 5,00,000/- (Five Lakh only) with the total capital amounting to the sum of Rs. 3,33,00,000/- (Rupees Three Crores Thirty Three 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 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



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
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-second Party	5,00,000/-	In cash
Thirty-third Party	5,00,000/-	In cash

The Twenty Ninth to Thirty-third 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(b)(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 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

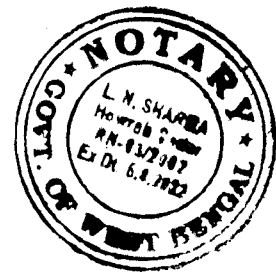
##### Assets of the LLP

- 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 payables 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:



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%
Twenty Fifth Party	1%
Twenty Sixth Party	1%
Twenty Seventh Party	1%
Twenty Eighth Party	1%
Twenty Ninth Party	20%
Thirtieth Party	14%
Thirty-first Party	14%
Thirty-second Party	14%
Thirty-third Party	10%

## Article 11

### 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.

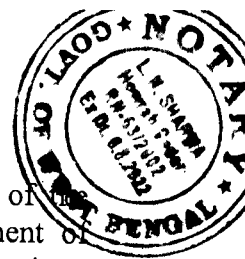


- 11.4.3 punctually pay their separate debts to the LLP, if any, as and when they fall due and indemnify the LLP and other Partners towards charges or costs incurred to protect the assets of the LLP against any failure to do so; and
- 11.4.4 inform the other Partners of all letters, writings and other 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 business, or (b) in or about anything necessarily done for the preservation of the business or property of the LLP.
- (iii) 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 Parties 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



signed by each one of them. Further, it shall be responsibility of 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;
  - 13.2.3 lend any money or deliver upon credit any of the goods of the LLP to any person;
  - 13.2.4 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;
  - 13.2.5 secure surety or guarantee for any one, encumber or otherwise charge or pledge the properties or assets of the LLP;
  - 13.2.6 draw or accept or endorse unauthorisedly any bill of exchange or promissory note on account of the LLP;
  - 13.2.7 remit the whole or part of any debt due to the LLP;
  - 13.2.8 commit to buy or buy any immovable property for the LLP;
  - 13.2.9 commit to sell or sell any immovable property of the LLP;
  - 13.2.10 submit a dispute relating to the business of the LLP to arbitration;
  - 13.2.11 commit to compromise or relinquish any claim in whole or in part of the LLP;
  - 13.2.12 withdraw a suit filed on behalf of the LLP;
  - 13.2.13 admit any liability in a suit or proceeding against the LLP;
  - 13.2.14 Enter into any partnership, joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

liability incurred in defending any proceedings whether civil or criminal in relation to the LLP and its business transactions.

#### **Article 14**

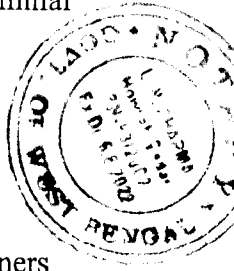
##### **Transfer or assignment**

- 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.

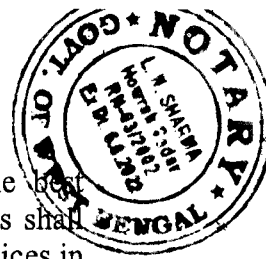
#### **Article -15**

##### **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 its intention to do so. By reason of its 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 out-standing 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







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 *ex-facie 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.

#### 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



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 forever during the term of this Agreement nor any delayed exercise of such right, power or benefit by a Partner or Designated Partner, for once or more, shall be deemed as a waiver.

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

Witness to all signatories

*Parvna Bhattacharya*  
*17/1 Lansdowne Terrace*  
*Kol-26*

*Abhaya*  
First Party

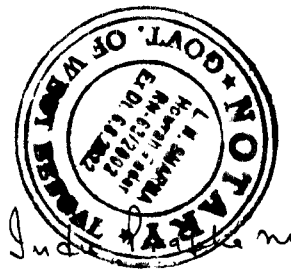
*Shuman Das*  
Second Party

*Subrata Biswas*  
*17/1 Lansdowne Terrace*  
*Kol-26*

*Anup Biswas*  
Third Party

*Neelha Medhi*  
Fourth Party

*[Signature]*  
Fifth Party



Judicial Officer, Alka Modi

**Seventh Party**

*Alka Modi*

**Eighth Party**

*Alka Modi*

**Ninth Party**

*Rajani Jain*

**Tenth Party**

*Meeta Modi*

**Eleventh Party**

*Radha*

**Twelfth Party**

*R.C. Dhandh*

*✓ Ramesh Singh Dhandh*

**Thirteenth Party**

*Abhishek Kumar Modi*

**Fourteenth Party**

*Suresh Dhandh*

*Suresh Kumar Dhandh*

**Fifteenth Party**



*2*

**Seventeenth Party**

*Shruti*

**Eighteenth Party**

*Mayal Modi*

**Nineteenth Party**

*Shruti*

**Twentieth Party**

*Lakshmi Bose*

**Twenty First Party**

*Sushil Kumar Das*

**Twenty Second Party**

*Smriti Modi*

**Twenty Third Party**

*Swil Kumar Das*

**Twenty Fourth Party**

*Sangay Jain*

**Twenty Fifth Party**

*Swil Agarwal*



*Tris ...*  
Twenty Seventh Party

*Aditya Agarwal*

Twenty Eighth Party

*Riteek Baheti*

Twenty Ninth Party

*[Signature]*

Thirtieth Party

*[Signature]*

Thirty-first Party

*Harshwaha ...*

Thirty-second Party

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

*Stuti ...*

Thirty-third Party



**Ratification of this LLP Agreement post-inclusion of the "New Partners" in EDEN RICHMOND PARK LLP on its behalf by its authorized Designated Partners and Nominees of bodies-corporate as partners**

**"The LLP Agreement hereinabove is hereby ratified for and on behalf of EDEN RICHMOND PARK LLP"**

As decided at its general meeting of Partners held on \_\_\_\_\_.

- (1) Mr. Anirudh Modi  
Designated Partner of Eden Richmond Park LLP
- (2) Mr. Krishna Modi  
Designated Partner of Eden Richmond Park LLP
- (3) Mr. Harshvardhan Modi  
Designated Partner of Eden Richmond Park LLP
- (4) Mr. Alok Gupta  
Nominee of Agni Dealcom Private Limited
- (5) Mr. Subhashis Das  
Nominee of Quick Commosales Private Limited
- (6) Mr. Anup Gupta  
Nominee of Inconic Suppliers Private Limited
- (7) Mrs. Megha Modi  
Nominee of Kamakshya Vinimay Private Limited
- (8) Mr. Ankit Agarwal  
Nominee of Ekdanta Merchandise Private Limited
- (9) Mr. Balraj Gupta  
Nominee of Pentagon Suppliers Private Limited
- (10) Mrs. Indu Prabha Modi  
Nominee of Innovative Commosales Private Limited
- (11) Mr. Madan Gopal Marda  
Nominee of Commitment Vincom Private Limited
- (12) Mrs. Alka Modi  
Nominee of Jackpot Tradelink Private Limited
- (13) Mrs. Rajani 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

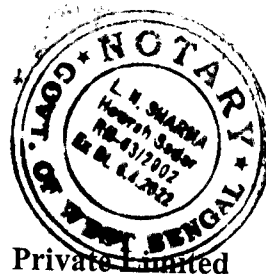
*[Handwritten signatures of the partners and nominees listed on the left]*

**SOLEMELY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION OF APPLICANT**

*[Handwritten signature of the notary]*

Mr. Radhe Shyam Dhandh  
Nominee of Success Commosales Private Limited

*[Handwritten signature of the notary]*



(19) Mr. Saurabh Jain  
Nominee of **Hornbill Tradecom Private Limited**

Saurabh Jain

(20) Mr. Vinod Kumar Jain  
Nominee of **Focus Dealers Private Limited**

Vinod

(21) Mr. Dhruv Modi  
Nominee of **Kshitij Vincom Private Limited**

Dhruv Modi

(22) Mr. Mayank Modi  
Nominee of **League Distributors Private Limited**

Mayank Modi

(23) Mr. Shrivant More  
Nominee of **Omni Commodeal Private Limited**

Shrivant More

(24) Mrs. Lakshmi More  
Nominee of **Passion Dealers Private Limited**

Lakshmi More

(25) Mr. Sushil Dhandh  
Nominee of **Winsome Commodeal Private Limited**

Sushil Dhandh

(26) Mrs. Smita Modi  
Nominee of **Zeal Dealcom Private Limited**

Smita Modi

(27) Mr. Sunil Modi  
Nominee of **Youth Vincom Private Limited**

Sunil Modi

(28) Mr. Sanjay Kumar Jain  
Nominee of **Flame Sales Private Limited**

Sanjay Jain

(29) Mr. Sunil Agarwal  
Nominee of **Limelight Merchandise Private Limited**

Sunil Agarwal

(30) Mrs. Tina Modi  
Nominee of **Jalapeno Sales Private Limited**

Tina Modi

(31) Mr. Aditya Agarwal  
Nominee of **Decagon Dealers Private Limited**

Aditya Agarwal

(32) Mr. Riteek Baheti  
Nominee of **Nortech Property Private Limited**

Riteek Baheti

AND

(33) Mrs. Stuti Modi  
Partner of **Eden Richmond Park LLP**  
(herein referred to as the "New Partner")

Stuti Modi

6 OCT 2018

EMED &