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INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK65901276385441U
 Certificate Issued Date : 17-Jan-2022 02:47 PM
 Account Reference : NONACC (SV)/ uk1201504/ DEHRADUN/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK120150436300135610982U
 Purchased by : STUDIO MIND AND MATTER LLP
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : N A
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : STUDIO MIND AND MATTER LLP
 Second Party : N A
 Stamp Duty Paid By : STUDIO MIND AND MATTER LLP
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



Dinesh Agarwa
Stamp Vendor
Dehra Dun

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shoilestamp.com or using e-Stamp-Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LLP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at Dehradun this 17th day of January, 2022

BETWEEN

1. **Mr. Ritesh Aggarwal**, residing at house no-20 F Keshav Vihar, Niranjapur, Dehradun which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the FIRST PART,
2. **Mr. Yash Saran Agarwal**, residing at Vel Wendiya Cottage, Oak road, near Wynberg Allen School, Mussorie Range, Dehradun which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the SECOND PART,

PARTIES OF ALL TWO PARTS SHALL BE DESIGNATED PARTNERS

(ALL THE TWO PARTS SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

Now Parties of all the Two Parts are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

INTERPRETATION

In this Agreement unless the context otherwise requires: -

“**Accounting Year**” means the financial year as defined in the LLP Act, 2008.

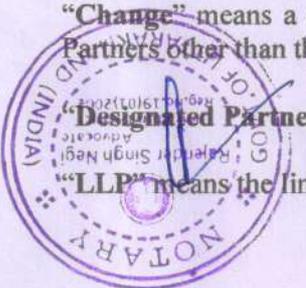
“**Act**” or “**LLP Act**” means the Limited Liability Partnership Act, 2008.

“**Business**” includes every trade, profession service and occupation.

“**Change**” means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

“**Designated Partner**” means any partner designated as such.

“**LLP**” means the limited liability partnership formed pursuant to this LLP Agreement.



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"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

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

"She" includes "He" or vice versa.

1. A Limited Liability Partnership shall be carried on in the name and style of **STUDIO MIND AND MATTER LLP** and hereinafter called as **STUDIO MIND AND MATTER LLP**
2. The LLP shall have its registered office flat no. 28/288-SFS, Flat at G-8 area, Rajouri garden, new Delhi-110064 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. a) The Contribution of the **STUDIO MIND AND MATTER LLP** shall be Rs. 25,000/- (Rupees Twenty Five thousand only) which shall be contributed by the partners in the following proportions.

First Part 50% i.e. Rs. 12500/- (Rupees Twelve thousand five hundred only)

Second Part 50% i.e. Rs. 12500 /- (Rupees Twelve thousand five hundred only)

b) Further Contribution if any required by the STUDIO MIND AND MATTER LLP shall be brought by the partners in their profit sharing ratio or as may be mutually decided by all partners.

c) If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the then Partners.

d) The obligation of a Partner to contribute (i) money or (ii) other property or benefit or to perform services [in the case of (ii) its money's worth as determined in the agreement with the Partner therefore as equivalent to his share of contribution of capital] to the LLP under this Agreement, shall be a debt due from him to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP insofar as every partner may take part in its management. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP



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e) There shall be no limit on the number of Partners to be admitted at any time and from time to time.

f) This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within 30 days of the LLP's registration, and it shall be the responsibility of all Designated Partners of the LLP to comply with the same.

g) After the LLP's registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners, with the approval of the general meeting of Partners mentioned in (e) above.

h) The LLP shall have a Common Seal and it shall be laid before and adopted at the general meeting mentioned in (f) above. The Common Seal shall be affixed to any document or contract with approval of and in the presence of at least two of the Designated Partners of the LLP, on each occasion.

i) All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.

j) No resolution or decision carried by a majority of Partners of the LLP shall be valid to be given effect to unless it includes the Partners being the original Parties hereto.

4. All the Partners of the **STUDIO MIND AND MATTER LLP** are entitled to share profit and losses in the ratio of their respective contribution in the **STUDIO MIND AND MATTER LLP**.

5. The business of the **STUDIO MIND AND MATTER LLP** shall be of to provide services in respect of Construction development, Design development, Initial construction, Pre-design, Schematic design and related services.

6. That the immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.



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Intellectual Property, Fixed assets & Goodwill:

7. The following intellectual property or assets shall be included as the property of and shall belong to the LLP; all domain names, website data and coding, all images (whether graphics or photographs), customer data, existing and future commercial agreements with outside third parties and all goodwill associated with the above.

Furthermore, all office equipment, materials and any other property shall also belong to the LLP.

All other relevant goodwill built-up in the LLP shall also belong to the LLP.

A valuation of the Assets, effects and of the Goodwill including the partnership name shall be made at three times the average net Yearly profits of the Preceding five years or the commencement of the LLP, whichever is less, for the purpose to determine the amount due to such a Partner who has exited, and the payment shall be met by the partners remaining with the LLP in proportion to their respective capital Contribution on the date of his exit within six (6) calendar months from the date of exit, any delay beyond, attracting interest @12% (twelve %) per annum from the date of expiry of the said six months till the actual date of payment. On such a Payment being made the share of the Partner exited in the goodwill shall stand vested in the remaining Partners of the LLP.

Admission of New Partner

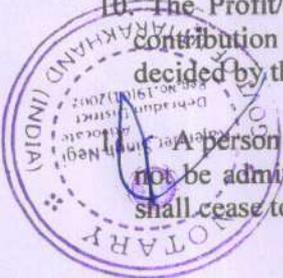
8. (a) No Person shall be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **STUDIO MIND AND MATTER LLP**.

(b) Persons admitted as partners shall duly comply with the provisions of section 25(1) of LLP Act and Rule 22(1) and Form 6 of the LLP Rules & Forms, 2008 within a period of 15 days of any change in the name and address, to intimate the LLP.

9. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property. Contribution of an incoming partner will be mutually decided by all the existing partners.

10. The Profit/Loss sharing ratio of the incoming partner will be in proportion to his contribution towards **STUDIO MIND AND MATTER LLP** or as may be mutually decided by the existing Partners.

A person who has any business interest in conflict with the business of the LLP shall not be admitted as its Partner, and any Partner who acquires such conflicting interest shall cease to be and be expelled as a Partner by a unanimous decision of the partners.



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Rights of Partner

12. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said **STUDIO MIND AND MATTER LLP** in the proportion of their Contribution.
13. Every partner has a right to have access to and to inspect and copy any books of the **STUDIO MIND AND MATTER LLP**.
14. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the **STUDIO MIND AND MATTER LLP** shall have no objection thereto provided that the said partner has intimated the said fact to the **STUDIO MIND AND MATTER LLP** before the start of the independent business and moreover he shall not use the name of the **STUDIO MIND AND MATTER LLP** to carry on the said business.
15. **STUDIO MIND AND MATTER LLP** shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the **STUDIO MIND AND MATTER LLP**.
16. If the Premises, Plant and machinery and Furniture of any partner is utilized by the LLP, the same shall carry Rent/Hiring Charges as mutually agreed upon. If any of the employees of the existing business of any partner is utilized for the business of the LLP, the same shall be at stipulated rate and with all the benefits as continuous service.

Retirement and Death of Partner

17. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the **STUDIO MIND AND MATTER LLP** shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of **STUDIO MIND AND MATTER LLP** in place of such deceased partner with the permission of all remaining partners as on date. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
18. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the **STUDIO MIND AND MATTER LLP**.



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Expulsion of the Partner

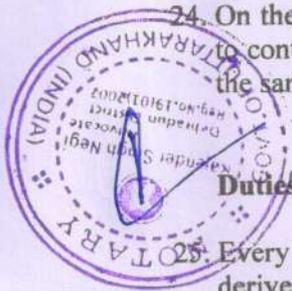
19. This provision of this Agreement shall operate as an express agreement of the partner: A partner may not be expelled by unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on that partner or designated partner giving 7 days time for his response; and in that event the partner expelled shall be entitled to the benefits of a retiring Partner in accordance with provisions of this Agreement in that behalf.
20. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying on activity/business of **STUDIO MIND AND MATTER LLP** with fraudulent purpose.

Cessation of existing Partners

21. Partner may cease to be partner of the **STUDIO MIND AND MATTER LLP** by giving a notice in writing of not less than three months to the other partners of his intention to resign as partner.
22. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying on activity/business of **STUDIO MIND AND MATTER LLP** with fraudulent purpose.
23. The **STUDIO MIND AND MATTER LLP** can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.
24. On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly with others or in proprietorship in the same or different name as mutually decided.

Duties of Partners

25. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
26. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.



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27. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.

28. In case any of the Partners of the **STUDIO MIND AND MATTER LLP** desires to transfer or assign his interest or shares in the **STUDIO MIND AND MATTER LLP** he has to offer the same to the remaining partners.

29. Each partner shall—

1. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the **STUDIO MIND AND MATTER LLP** assets against the same and all proceedings, costs, claims and demands in respect thereof.
2. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the **STUDIO MIND AND MATTER LLP** business and they all shall be the working partners.

30. No partner shall without the written consent of all partners of **STUDIO MIND AND MATTER LLP** —

1. Employ any money, goods or effects of the **STUDIO MIND AND MATTER LLP** or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the **STUDIO MIND AND MATTER LLP**.
2. Lend money or give credit on behalf of the **Studio Mind and Matter LLP** or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the **Studio Mind and Matter LLP** by the partner incurring the same.

Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the **Studio Mind and Matter LLP** property or any part thereof may be seized.

4. Assign, mortgage or charge his or her share in the **Studio Mind and Matter LLP** or any asset or property thereof or make any other person a partner therein.
5. Compromise or compound or (except upon payment in full) release or discharge any debt due to the **Studio Mind and Matter LLP** except upon the written consent given by the other partners.



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31. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
32. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
33. The **Studio Mind and Matter LLP** may pay such remuneration, to such Designated Partners/Partners as may be decided by all the Partners, for rendering his or their services as such.
34. The **Studio Mind and Matter LLP** shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the **Studio Mind and Matter LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.
35. Duties relating to Development, Sale and Marketing of the Products of LLP and Administration of the business shall be borne by all the partners.

Interest on Partners' Loan

36. Interest at the rate of 12% per annum or as per the Income-tax Rules, shall be paid on the loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month.

Withdrawal of Capital

37. Every Partner may withdraw Capital standing to his credit as mutually decided.

Business transactions of Partner with LLP

38. A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

Meeting

39. All the matters related to the **Studio Mind and Matter LLP** as mutually decided by all partners shall be decided by a resolution passed unanimously by all partners. For the purpose of all Meetings each person shall have one vote.

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40. The meeting of the Partners may be called by sending 7 days' prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in writing to **Studio Mind and Matter LLP**. In case any partner is a foreign resident the meeting may be conducted by serving 15 days' prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
41. The meeting of Partners shall ordinarily be held at the registered office of the **Studio Mind and Matter LLP** or at any other place as per the convenience of partners.
42. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
43. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the **Studio Mind and Matter LLP**.

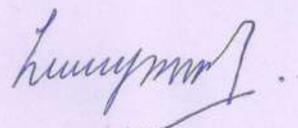
Extent of Liability of STUDIO MIND AND MATTER LLP

44. **Studio Mind and Matter LLP** is not bound by anything done by a partner in dealing with a person if—
1. The partner in fact has no authority to act for the **Studio Mind and Matter LLP** in doing a particular act; and
 2. The person knows that he has no authority or does not know or believe him to be a partner of the **Studio Mind and Matter LLP**.

Miscellaneous Provisions

45. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
 - II. In or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
46. The accounting year of the **Studio Mind and Matter LLP** shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this **Studio Mind and Matter LLP** till 31st March of the subsequent year.


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Book of Accounts

47. All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day 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 of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP.

Annual Statements of Accounts and Solvency

48. The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.



49. The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.

Division of Annual Profit of the LLP

50. As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, shall be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.

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51. The Designated Partners have the following additional powers and responsibilities:

- (a) To retain any existing Auditors for the following Accounting Period;
- (b) To appoint new Auditors;
- (c) To remove any existing Auditors from their office;
- (d) The power to agree to the rate of remuneration for any Auditors.
- (e) At the end of each Accounting Period a profit and loss and balance sheet shall be prepared and audited in accordance with all relevant financial reporting standards, including the disclosure of Partner's interests in the LLP and further notes or information and in a format as required by the Act.
- (f) The Partners shall meet and approve the accounts, in accordance with the Act.
- (g) After approval, the accounts will become binding upon all Partners.
- (h) After approval, each Partner will receive a copy of the accounts in accordance with the Act.

Banking

52 (a) All funds of the Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by Cheques signed jointly by any two Partners and all instructions for the electronic transfer of funds from any LLP account shall be in writing signed jointly by any two Partners.

The writing and signing of cheques or instructions for electronic transfers will only be done for the business purposes of the LLP, any personal use is strictly prohibited and would breach any Partner's duties and responsibilities to the LLP.



Borrowings

53. The LLP is entitled to borrow money from banks or financial institutions for carrying on the business of the LLP on such terms and conditions which are beneficial to the LLP after the partners unanimously agree to do so.

Ritesh

[Signature]

Management of the LLP

55. (a) Partners' right to participate in the management of the LLP shall be as provided in this Agreement and otherwise it is restricted to:

- Ratification of this LLP Partnership Agreement post-incorporation of the LLP;
- Any alteration to this LLP Agreement;
- The admission of new Partners;
- Appointment of Designated Partner;
- Raising further capital
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- Winding up and dissolution of the LLP.

In deciding all the matters specified above shall require a unanimous decision of all the Partners (excluding the Partner who is going to be expelled) and each Partner shall have one vote each irrespective of their capital contribution to the LLP's capital. The decisions so taken shall be recorded in the minutes within thirty days of the general meetings and the same kept at the registered office of the LLP.



The Designated partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners being the original Parties hereto as agreed upon mutually between them by themselves or otherwise so however that they shall be the first Designated partners to be named in the Incorporation Document submitted for the LLP's registration and to be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 in terms of sections 7,8 and 9 of the said Act. The Partners may appoint more Designated Partners by a 75% majority vote of the Partners present at a meeting of Partners duly called and held at any time and from time to time out of the Partners whose contribution to the capital of the LLP at the material time of appointment is not less than 16% of

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the total capital contribution as of that date, provided all the Partners Being Parties to this Agreement as originally made approve the names proposed. The Designated Partners may by their unanimous decision delegate their powers to any one or more Designated Partners or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.

- (c) Every Partner appointed as a Designated Partner by a majority of the Partners as stated in (2) above shall be entitled to take part in the management of the LLP.
- (d) Any matter or issue relating to the LLP shall be decided by a majority in number of the Designated Partners which shall in every case include the Partners being the original Parties hereto so long as they continue as the designated Partners of the LLP.
- (e) Banking arrangements for the LLP shall be as unanimously decided by the Designated Partners at any time and from time to time, ensuring that all moneys received subject to requirements of current expenses, by way of Cheques, drafts or other pay orders shall be promptly paid into the LLP's banking account.
- (f) Each Partner shall render true accounts and full information of all things affecting the LLP to the Designated Partner(s) and on request to any Partner or his legal representative.
- (g) All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in Para 52(1) above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The provisions as are applicable to calling, holding and conducting/adjourning etc., of general meetings and Board meetings and keeping of minutes of such meetings of pure private companies limited by shares under the companies Act, 1956, shall apply respectively to the said two kinds of meetings, excluding the special resolutions, requisitioned resolutions special notices, special business and explanatory statements, requisitioned meetings and default meetings and the related jurisdiction as well as powers of the Court/Tribunal/Central government conferred under the said Act. Every such meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by majority of Designated Partners in any exigency.
- (h) A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting,



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including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

Winding Up

56. The **STUDIO MIND AND MATTER LLP** can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Termination & Dissolution

57. If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its business as a solvent entity, a majority in value of the Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.

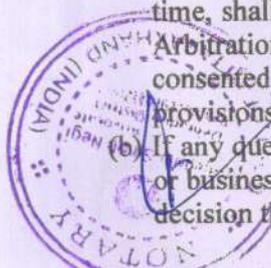
Arbitration

58. (a) All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

(b) If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final.

Alteration or amendment

59. No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

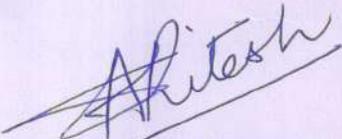
A circular purple notary seal is stamped over the text of clause 58. The seal contains the text "NOTARY" and "(MION) CIVIL" around the perimeter, with a central emblem.
Akshesh

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Entire agreement, Severability & Waiver

60. (a) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.
- (b) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.
- (c) A failure 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 shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

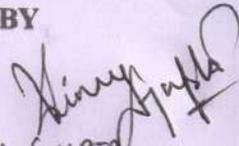
IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written.



SIGNED & DELIVERED BY

Mr. Ritesh Aggarwal

In the presence of


VINNY GUPTA

D/O YOGESH K. GUPTA

R/O 14-D Aakashdeep Colony,
Bullupur Road D.Dun



TESTED

(RAJENDER SINGH NEGI)
ADVOCATE & NOTARY
DEHRADUN DISTRICT

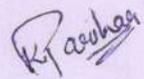
ATTESTED

(RAJENDER SINGH NEGI)
ADVOCATE & NOTARY
DEHRADUN DISTRICT

SIGNED & DELIVERED BY

Mr. Yash Saran Agarwal

In the presence of


Karika Pasuhae

D/O Bhagwan Singh

R/O Tyagi road, Dehradun