

NOTARY PUBLIC  
UTTAR PRADESH

FT 345833

## NOTARIES PUBLIC LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS Agreement is made at Kanpur on 22<sup>nd</sup> day of October 2020

BETWEEN

1. Mr. Abhishek Agarwal S/o Kailash Nath Agarwal, R/o House No. 16/16 Civil Lines, Kanpur, Uttar Pradesh-208001 hereinafter called the FIRST PARTY

2. Mr. Abhishek Agarwal S/o Kailash Nath Agarwal, R/o House No. 16/16 Civil Lines, Kanpur, Uttar Pradesh-208001 hereinafter called the SECOND PARTY;

3. Vaibhav Edibles Private Limited, a company registered under the Companies Act, 1956, having its registered office at 24/40, Jain Vihar, Birlhana Road, Kanpur, Uttar Pradesh-208001 through its nominee, Mr. Akhil Gupta hereinafter called the THIRD PARTY;

*Akhil Gupta*

*Abhishek Agarwal*

collectively hereinafter referred as 'PARTNERS'

AND WHEREAS the Partners by subscribing their names to the Incorporation Agreement have formed a Limited Liability Partnership (LLP) in the name of 'PALOMA REALTY LLP' vide LLP no. AAU-3574 dated 21-10-2020.

AND WHEREAS it is expedient to define the mutual rights and duties of the partners and the mutual rights and duties of Limited Liability Partnership and the Partners;

AND WHEREAS the parties hereto in order to avoid any future disputes and misunderstandings have deemed it expedient to execute the agreement on the terms and conditions herein after appearing;

**NOW THIS LIMITED LIABILITY PARTNERSHIP [herein after referred as LLP]  
AGREEMENT WITNESSES AS UNDER**

**1. INTERPRETATION**

In this agreement, unless the context otherwise requires:

- a. 'Accounting Year' means the financial year as defined in the Limited Liability Partnership Act, 2008.
- b. 'Act' or 'LLP Act' means the Limited Liability Partnership Act, 2008
- c. 'Rules' or 'LLP Rules' means the Limited Liability Rules, 2009
- d. 'Working partner' means any partner appointed as working partner in accordance with the provisions of this agreement.
- e. 'Contribution sharing ratio' means the ratio of capital account of each partner to the capital accounts of all partners.
- f. 'the LLP' means 'PALOMA REALTY LLP'.
- g. 'Total Contribution' means aggregate of capital accounts of all the partners.



*Witness Signature*

*Witness Signature*

*Witness Signature*

3. Name of the Limited Liability Partnership: The name of the LLP is 'PALOMA REALTY LLP' but the same may be changed with the unanimous consent of the partners in writing and in terms of provisions of LLP Act and the Rules.

4. Registered Office of the LLP: The registered office of the LLP shall be at 60/S2, Naya Ganj, Kanpur, Uttar Pradesh-208001. The registered office of the LLP may be changed by the decision of the Designated Partners in such other place within India as they may unanimously decide by making compliance with the provisions of the LLP Act and the Rules there under.

#### 5. BUSINESS OF THE LLP:

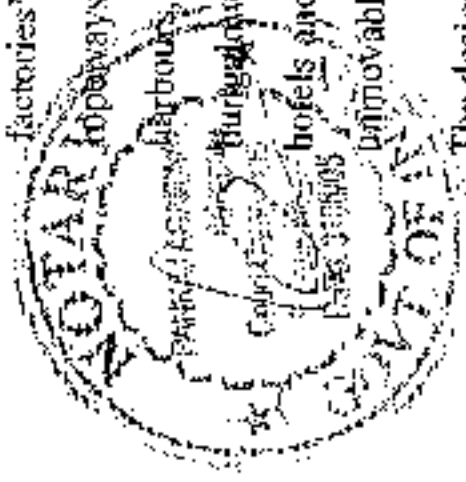
To carry on and run the business as builders, owners, constructors, colonizers, developers, promoters, proprietors, occupiers, lessors, civil contractors, maintainers and mortgagers of residential, commercial and industrial buildings, colonies, mills' and factories' sheds and buildings, workshops' buildings, cinema houses, hotels, railways and ropeways works, other civil and infrastructure works, multiplex, resorts, bridges, docks, canals, reservoirs, tanks, marine works, powerhouses, hereditaments, warehouses, quarters, offices, flats, chawls, warehouses, godowns, shops, stalls, markets, hotels and restaurants, banquet halls, houses, structures, roads and to deal in all kinds of immovable properties.

The designated partners may decide to carry on any other business or to close any of the business or to modify or to run the same in such manner and at such places as they may unanimously decide from time to time.

*Paloma Realty LLP*

*Deviendu Agarwal*

*Arvind*



7. Contribution and Reserves & Surplus: The total contribution of fixed capital, in terms of Section 33 of the Act, for the time being shall be Rs. 1,00,00,000/- (Rupees One Crore) which shall be contributed by respective partners detailed here in below.

S. No.	Name of Partner	Contribution (in Rs.)
1.	Kanudia Capital and Management Services Private Limited	Rs. 4,00,000/-
2.	Mr. Abhishek Agarwal	Rs. 3,30,000/-
3.	Vaibhav Edibles Private Limited	Rs. 2,70,000/-
	Total	Rs. 1,00,00,000/-

8. Withdrawal from Capital Account: The partners may withdraw any amount from their Capital Account unless otherwise decided by partners. In case the partners decide to reduce the total Contribution of the L.P., the amount by which the contribution is to be reduced shall be paid and withdrawn by the partners in their contribution sharing ratio. The partners may also decide otherwise to deal with such amount of reduction in any manner as they may deem fit including converting the same into loan to the LLP.

Interest on Capital and Loan: The partners, if so mutually decide, shall be entitled to interest at such rate as may be permissible in accordance with the provisions of section 40(b) of the Income-tax Act, 1961 or as may be mutually decided by the partners on their capital contribution and balance in current account. In case of debit in current account of the partners if so mutually decide, the interest shall be charged at such rate as may be decided for payment to a partner in accordance with the provisions of section 40(b) of the Income-tax Act, 1961 or as may be mutually decided by the partners.

For and on behalf of

Abhishek Agarwal

Signature

remuneration payable to the working partners, interest on capital and loan accounts of the partners, in their contribution sharing ratio as under:

S.No.	Name of Partner	% of profit
1.	Kanudia Capital and Management Services Private Limited	40%
2.	Mr. Abhishek Agarwal	33%
3.	Vaibhav Edibles Private Limited	27%

11. The profit shall be accounted at the end of the financial year in the current account of each partner.

## 12. Class of Partners:

**Designated Partners:** The following are the Designated Partners as required by Section 7 of the LLP Act for the acts to be done,

1. Mr. Mahesh Chandra Jain nominee of Kanudia Capital and Management Services Private Limited

2. Mr. Abhishek Agarwal

3. Mr. Akhil Gupta nominee of Vaibhav Edibles Private Limited.

**Working Partners:** All the Partners including Designated Partners shall be the working partners and shall contribute their time and efforts for the efficient running of the business and affairs of the LLP. The partners may allocate the various works and responsibilities amongst themselves by mutual understanding from time to time.

**Change in Designated or Working Partners:** The partners by unanimous decision shall have the right to nominate or change the working partners and designated partners of the LLP.

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Mr. Mahesh Chandra Jain

Abhishek Agarwal

Akhil Gupta

partners to pay remuneration to all or any of the working partners which shall be a charge on the profit of the LLP as and when the partners decide to do so.

14. Admission of New Partner: The partners, if they unanimously agree, may take any person as a new partner in accordance with the provisions of the LLP Act, Rules and this agreement. On admission this agreement shall be binding on the new partner subject to such modifications and conditions or New LLP Agreement as may be decided among the partners.

15. Retirement of a Partner: A partner may retire from the LLP by giving a notice of not less than 60 (sixty) days in writing at the registered office of the LLP. Unless otherwise agreed, the retirement shall be effective on the expiry of the said period of 60 days or such other earlier date as the LLP may intimate. The remaining partners shall carry on the business of the LLP on such terms and conditions as they may mutually decide.

16. Unless otherwise decided by the partners, the retiring partner shall be entitled to the balance in his capital account and profits up to the date of his retirement (after deduction of his share in the accumulated losses, if any, on that date in his profit sharing ratio which shall not exceed his agreed contribution in terms of Section 33 of the Act) and shall also be entitled to his share in the fair value of the net assets of the LLP which remains after meeting the debts and liabilities of the LLP and shall be paid to him within a period of six months from the date of retirement. The delay, if any, shall carry interest @12% per annum. In case there is any negative balance in the retiring partner's account, the retiring partner shall pay the same to LLP on retirement.

17. Death of a Partner: In case of death of a partner, the legal heir of the deceased partner shall be admitted as partner in his place so long as the legal heir is eligible in terms of the Act, and is willing to join as partner, failing which the LLP shall continue with remaining partners on such terms and conditions as they may decide.

Witness Charities

Witness Charities

Witness Charities

1) No Partner shall without the consent in writing of all the Partners transfer, assign or mortgage his share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.

2) On the transfer of a Partner's interest in the LLP as set out in (1) above, Section 42(2) & (3) shall become applicable to the transferor Partner and the transferee, respectively.

19. Bank A/c of the LLP: The LLP may open and operate one or more account with any of the banks as the designated partners may decide from time to time and the same shall be operated under the signature of any of the designated partner of the LLP.

20. Books of Accounts: Books of Accounts of the LLP shall be regularly maintained and shall be kept at the registered office or at any of the branch office in case of branch accounts as may be decided by the designated partners from time to time. The same shall not be removed from the place of business of the LLP without consent of all the partners who shall have access to the books of accounts of the LLP at all times and shall be free to make such copies or take extract there from as he may think fit.

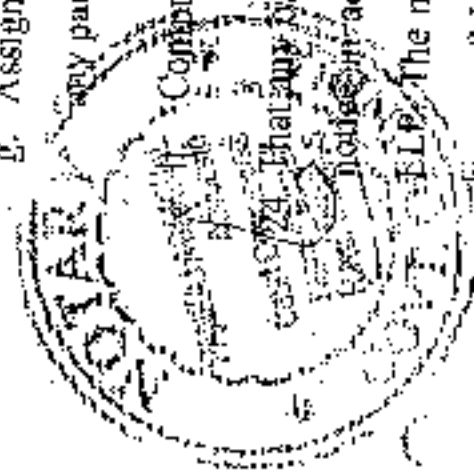
21. Borrowing Powers: The designated partners may decide to receive money on deposit or loan and borrow or raise money from time to time from banks or private parties and to secure repayment of any money borrowed, raised, owing by mortgage, charges, lien upon or of the property, assets of the LLP (both present and future) in such a manner as they may decide from time to time.

22. The designated partners shall be authorised to do all such acts as may be incidental or necessary to carry out the business or objects of the LLP.

23. No partner shall without written or express consent of all the partners do the following acts:

AS  
Mukesh Chandra Jais  
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Munish Agarwal  
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- b. Borrow any sum of money or otherwise from any person including bank and institutions in the name of LLP;
- c. Give any security of LLP assets or promise for payment of money on account of the LLP, except in the ordinary course of business;
- d. Assign, transfer, alienate, pledge, mortgage or otherwise charge any of the properties of the LLP;
- e. Enter into any arrangement with any person which may have any effect on the rights and interest of the LLP;
- f. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered;
- g. Assign, mortgage or charge his share in the LLP or the assets or profits of the firm or any part thereof.



24. That any of the partner may call a meeting of the partners by sending at least seven days notice in advance in writing at their registered address and the registered office of the LLP. The meeting shall be attended by all the partners unless expressly inability shown by any of the partner.

25. That the decisions taken by the partners in their meeting or by circulation under the signatures of all the partners shall be recorded by the LLP with in thirty days in the minute book which shall be signed by all the partners. The minute book shall be kept at the registered office of the LLP unless otherwise decided by all the partners.

26. Notice - (1) To the LLP - Any notice by the Partners to the LLP may be given by addressing it to the LLP and leaving it or sending the same by post or courier at the

*H. S. Srinivasan*

- 8 -      *Srinivasan*      *Srinivasan*



(2) To a Partner - Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner by sending the same by registered post to his usual or last known address or by sending through electronic mail at the address provided by the partner.

27. Resolution of Disputes: 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 shall apply accordingly.

28. Term of the Agreement: The LLP being a perpetual entity, this agreement shall remain in force unless and until the same is changed or abrogated by the existing partners.

29. Alteration or amendment in LLP Agreement: No alteration to or amendment in this LLP agreement shall be valid unless it is in writing as a supplementary/ supercession to this agreement and duly signed by all the partners of the LLP as on the date of alteration or amendment.

30. Binding of Incoming Partners: The terms of this agreement shall be binding on the new partners who join the LLP in accordance with the terms of this agreement on signing of deed of acceptance by the incoming partner and designated partners on behalf of the LLP and other partners.

31. Applicability of LLP Act and Rules: The provisions of the Limited Liability Partnership Act, 2008 and the Limited Liability Rules 2009 shall be applicable in case of non-provision of any matter affecting the LLP.

In witness whereof the parties hereto have put their respective hands and signatures on the day and year mentioned at the beginning of these presents.

Hitesh Chandra

Chandra Chandra

... unless they form part of conditions laid down in schedule I to the I.L.P. Act, in that case the conditions laid down in the schedule shall prevail till such time a specific agreement has been entered.

In witness whereof the parties hereto have put their respective hands and signatures on the day, month and year mentioned earlier in these presents.

WITNESSES:

1. Chandrabhawan  
Smt. Prakash Chandrabhawan  
97/12, G. B. Road  
Khandwa Nagar, Khandwa.

EXECUTANTS:

1. Chandra Jain  
(Kandua Capital and Management Services  
Private Limited through its nominee Mallesh  
Chandra Jain)

2. Abhishek Agarwal  
(Abhishek Agarwal)

Abhishek Agarwal

3. \_\_\_\_\_  
(Vaibhav Edibles Private Limited through its  
nominee Akhil Gupta)

Abhishek Agarwal  
Smt. Prakash Chandrabhawan  
97/12, G. B. Road  
Khandwa Nagar, Khandwa.



Chandra Jain  
Smt. Prakash Chandrabhawan  
97/12, G. B. Road  
Khandwa Nagar, Khandwa.

Abhishek Agarwal  
(Abhishek Agarwal)

Abhishek Agarwal  
(Vaibhav Edibles Private Limited through its  
nominee Akhil Gupta)

उत्तर प्रदेश UTTAR PRADESH

NR 082291

## LIMITED LIABILITY PARTNERSHIP AGREEMENT

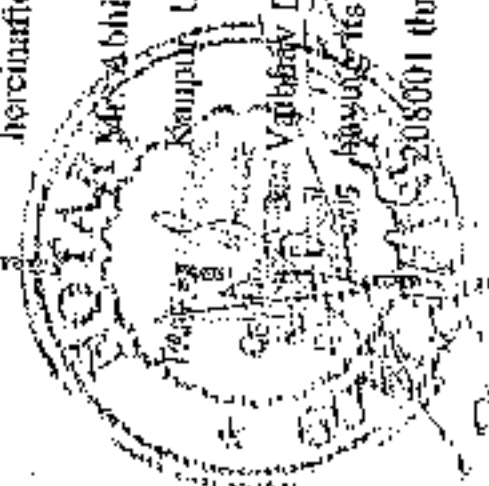
THIS Agreement is made at Kanpur on 22<sup>nd</sup> day of October 2020

BETWEEN

1. Kanudia Capital and Management Services Private Limited, a company registered under the Companies Act, 1956, having its registered office at 24/40, Jain Vihar, Birkhana Road, Kanpur, Uttar Pradesh-208001 through its nominee, Mr. Mahesh Chandra Jain hereinafter called the FIRST PARTY

2. Mr. Abhishek Agarwal S/o Kailash Nath Agarwal, R/o House No. 16/16 Civil Lines, Uttar Pradesh-208001 hereinafter called the SECOND PARTY;

3. Gellies Ban Vaidya Edibles Private Limited, a company registered under the Companies Act, 1956, having its registered office at 24/40, Jain Vihar, Birkhana Road, Kanpur, Uttar Pradesh-208001 through its nominee, Mr. Akhil Gupta hereinafter called the THIRD PARTY;



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which expression shall, unless it be repugnant to the context or subject thereof, include their legal heirs, successors, nominees and permitted assignees and the Parties hereto are collectively hereinafter referred as 'PARTNERS'

AND WHEREAS the Partners by subscribing their names to the Incorporation Agreement have formed a Limited Liability Partnership (LLP) in the name of 'PALOMA REALTY LLP' vide LLP no. AAU-3574 dated 21-10-2020.

AND WHEREAS it is expedient to define the mutual rights and duties of the partners and the mutual rights and duties of Limited Liability Partnership and the Partners;

AND WHEREAS the parties hereto in order to avoid any future disputes and misunderstandings have deemed it expedient to execute the agreement on the terms and conditions herein after appearing:

*[Signature]*

*Subscribed & signed*

*[Signature]*

**NOTARY PUBLIC**

FF 345832

**NOW THIS LIMITED LIABILITY PARTNERSHIP (hereinafter referred to as LLP)  
AGREEMENT WITNESSES AS UNDER**

**1. INTERPRETATION**

In this agreement, unless the context otherwise requires:

a. 'Accounting Year' means the financial year as defined in the Limited Liability Partnership Act, 2008.

'Act' or 'LLP Act' means the Limited Liability Partnership Act, 2008

'Rules' or 'LLP Rules' means the Limited Liability Rules, 2009

'Working partner' means any partner appointed as working partner in accordance with the provisions of this agreement.

'Contribution sharing ratio' means the ratio of capital account of each partner to the capital accounts of all partners.

'the LLP' means 'PALOMA REALTY LLP'.

g. 'Total Contribution' means aggregate of capital accounts of all the partners.

*Notary Signature*

*Abhinav Agarwal*

STATE OF UTTAR PRADESH

CP 560406

2. This Agreement shall be applicable with effect from the incorporation of 'PALOMA REALTY LLP' i.e. 21<sup>st</sup> October 2020

3. Name of the Limited Liability Partnership: The name of the LLP is 'PALOMA REALTY LLP' but the same may be changed with the unanimous consent of the partners in writing and in terms of provisions of LLP Act and the Rules.

4. Registered Office of the LLP: The registered office of the LLP shall be at 60/52, Naya Ganj, Kanpur, Uttar Pradesh-208001. The registered office of the LLP may be changed by the decision of the Designated Partners to such other place within India as they may unanimously decide by making compliance with the provisions of the LLP Act and the Rules there under.

BUSINESS OF THE LLP:

The LLP shall carry on and run the business as builders, owners, constructors, colonizers, developers, promoters, proprietors, occupiers, lessors, civil contractors, maintainers and

For Designated Partners

Abhinav Agrawal

For Designated Partners



airports, buses and buildings, workshops, cinemas, cinema houses, hotels, railways and ropeways works, other civil and infrastructure works, multiplex, resorts, bridges, docks, harbours, canals, reservoirs, tanks, marine works, powerhouses, hereditaments, bungalows, quarters, offices, flats, chawls, warehouses, godowns, shops, stalls, markets, hotels and restaurants, banquet halls, houses, structures, roads and to deal in all kinds of immovable properties.

The designated partners may decide to carry on any other business or to close any of the business or to modify or to run the same in such manner and at such places as they may unanimously decide from time to time.

6. Place of business: The business of the LLP shall be carried out at such places as the Partners decide from time to time.

7. Contribution and Reserves & Surplus: The total contribution of fixed capital, in terms of Section 33 of the Act, for the time being shall be Rs.1,00,00,000/- (Rupees One Crore) which shall be contributed by respective partners detailed here in below.

S. No.	Name of Partner	Contribution (in Rs.)
1.	Kanudia Capital and Management Services Private Limited	Rs. 4,00,000/-
2.	Mr. Abhishek Agarwal	Rs. 3,30,000/-
3.	Vaibhav Edibles Private Limited	Rs. 2,70,000/-
	Total	Rs. 1,00,00,000/-

8. Withdrawal from Capital Account: The partners may withdraw any amount from their Capital Account unless otherwise decided by partners. In case the partners decide to reduce the total Contribution of the LLP, the amount by which the contribution is to be reduced shall be paid and withdrawn by the partners in their contribution sharing ratio. The partners may also decide otherwise to deal with such amount of reduction in any manner as they may deem fit including converting the same into loan to the LLP.

Wakid Chandrajit Singh

Abhishek Agarwal

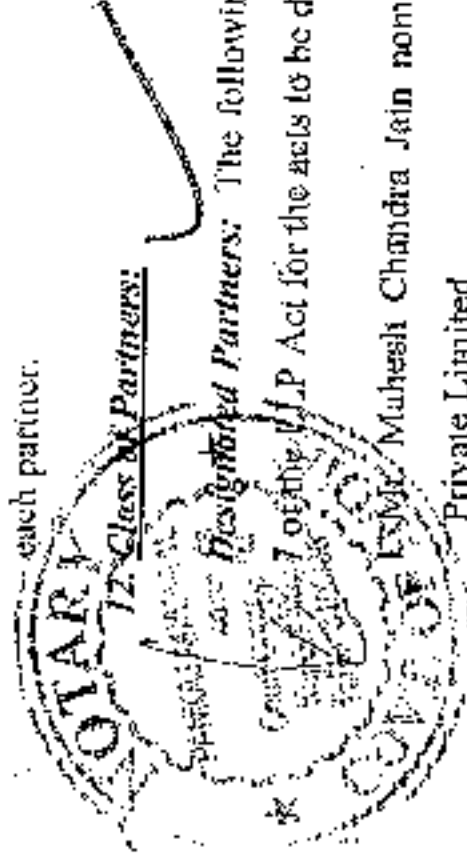
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40(b) of the Income-tax Act, 1961 or as may be mutually decided by the partners on their capital contribution and balance in current account. In case of debit in current account of the partner, if so mutually decide, the interest shall be charged at such rate as may be eligible for payment to a partner in accordance with the provisions of section 40(b) of the Income-tax Act, 1961 or as may be mutually decided by the partners.

10. Profit Sharing Ratio: Each partner shall be entitled to share or bear the profits/losses of the L.P. after meeting all the expenses and obligations of the firm including the remuneration payable to the working partners, interest on capital and loan accounts of the partners, in their contribution sharing ratio as under:

S.No.	Name of Partner	% of profit
1.	Kanudia Capital and Management Services Private Limited	40%
2.	Mr. Abhishek Agarwal	33%
3.	Vaibhav Edibles Private Limited	27%

11. The profit shall be accounted at the end of the financial year in the current account of each partner.



2. Mr. Abhishek Agarwal.

3. Mr. Akhil Gupta nominee of Vaibhav Edibles Private Limited.

*Akhil Gupta*

*Abhishek Agarwal*

*Abhishek Agarwal*



and affairs of the LLP. The partners may allocate the various works and responsibilities amongst themselves by mutual understanding from time to time.

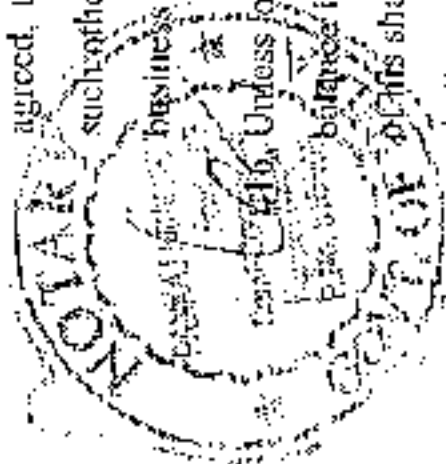
***Change in Designated or Working Partners:*** The partners by unanimous decision shall have the right to nominate or change the working partners and designated partners of the LLP.

13. The working partners shall not be paid any remuneration. However, the partners by majority decision may decide by executing a remuneration agreement signed by all the partners to pay remuneration to all or any of the working partners which shall be a charge on the profit of the LLP as and when the partners decide to do so.

14. ***Admission of New Partner:*** The partners, if they unanimously agree, may take any person as a new partner in accordance with the provisions of the LLP Act, Rules and this agreement. On admission this agreement shall be binding on the new partner subject to such modifications and conditions or New LLP Agreement as may be decided among the partners.

15. ***Retirement of a Partner:*** A partner may retire from the LLP by giving a notice of not less than 60 (sixty) days in writing at the registered office of the LLP. Unless otherwise agreed, the retirement shall be effective on the expiry of the said period of 60 days or such other earlier date as the LLP may intimate. The remaining partners shall carry on the business of the LLP on such terms and conditions as they may mutually decide.

Unless otherwise decided by the partners, the retiring partner shall be entitled to the balance in his capital account and profits up to the date of his retirement (after deduction of his share in the accumulated losses, if any, on that date in his profit sharing ratio which shall not exceed his agreed contribution in terms of Section 33 of the Act) and shall also be entitled to his share in the fair value of the net assets of the LLP which remains after meeting the debts and liabilities of the LLP and shall be paid to him within a period of two months of the retirement. The delay, if any, shall carry interest @ 12% per annum. In



*Chandana Venk*

*Chandana Venk* *At* *At*

17. Death of a Partner: In case of death of a partner, the legal heir of the deceased partner shall be admitted as partner in his place so long as the legal heir is eligible in terms of the Act, and is willing to join as partner, failing which the LLP shall continue with remaining partners on such terms and conditions as they may decide.

18. Transfer of Interest in LLP:

- 1) No Partner shall without the consent in writing of all the Partners transfer, assign or mortgage his share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.
- 2) On the transfer of a Partner's interest in the LLP as set out in (1) above, Section 42(2) & (3) shall become applicable to the transferor Partner and the transferee, respectively

19. Bank A/c of the LLP: The LLP may open and operate one or more account with any of the banks as the designated partners may decide from time to time and the same shall be operated under the signature of any of the designated partner of the LLP.

20. Books of Accounts: Books of Accounts of the LLP shall be regularly maintained and shall be kept at the registered office or at any of the branch office in case of branch accounts as may be decided by the designated partners from time to time. The same shall not be removed from the place of business of the LLP without consent of all the partners who shall have access to the books of accounts of the LLP at all times and shall be free to make such copies or take extract there from as he may think fit.

21. Borrowing Powers: The designated partners may decide to receive money on deposit or loan and borrow or raise money from time to time from banks or private parties and to

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Abdullah Agawal

Arif

for

they may decide from time to time.

22. The designated partners shall be authorised to do all such acts as may be incidental or necessary to carry out the business or objects of the LLP.

23. No partner shall without written or express consent of all the partners do the following acts:

- a. Engage itself directly or indirectly in any new business in competition with that of the LLP;
- b. Borrow any sum of money or otherwise from any person including bank and institutions in the name of LLP;
- c. Give any security of LLP assets or promise for payment of money on account of the LLP, except in the ordinary course of business;
- d. Assign, transfer, alienate, pledge, mortgage or otherwise charge any of the properties of the LLP.
- e. Enter into any arrangement with any person which may have any effect on the rights and interest of the LLP.

f. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered;

g. Assign, mortgage or charge his share in the LLP or the assets or profits of the firm or any part thereof.

h. Promise or compound or release or discharge any debt due to the LLP.

That any of the partner may call a meeting of the partners by sending at least seven days notice in advance in writing at their registered address and the registered office of the LLP. The meeting shall be attended by all the partners unless expressly inability shown by any of the partner.

*Wakashan Chaudhary*

*Muhammad Aqwal*

minutes book which shall be signed by all the partners. The minute book shall be kept at the registered office of the LLP unless otherwise decided by all the partners.

**26. Notice – (1) To the LLP – Any notice by the Partners to the LLP may be given by addressing it to the LLP and leaving it or sending the same by post or courier at the registered office of the LLP and shall be deemed to have been served only on delivery of the same against acknowledgment.**

(2) To a Partner – Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner by sending the same by registered post to his usual or last known address or by sending through electronic mail at the address provided by the partner.

**27. Resolution of Disputes:** 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 shall apply accordingly.

**CLA 28. Term of the Agreement:** The LLR being a perpetual entity, this agreement shall remain in force unless and until the same is changed or abrogated by the existing partners.

Alteration or amendment in LLP Agreement: No alteration to or amendment in this LLP agreement shall be valid unless it is in writing as a supplementary/ supersession to this agreement and duly signed by all the partners of the LLP as on the date of alteration or amendment.

30. **Binding of Incoming Partners:** The terms of this agreement shall be binding on the new partners who join the LLP in accordance with the terms of this agreement on signing of

Wahle Corporation

Chloride demand

31. Applicability of LLP Act and Rules: The provisions of the Limited Liability Partnership Act, 2008 and the Limited Liability Rules 2009 shall be applicable in case of non-provision of any matter affecting the LLP.

In witness whereof the parties hereto have put their respective hands and signatures on the day and year mentioned at the beginning of these presents.

32. That the matters not expressly provided for in this agreement shall be decided by the partners in writing unless they form part of conditions laid down in schedule I to the LLP Act, in that case the conditions laid down in the schedule shall prevail till such time a specific agreement has been entered.

In witness whereof the parties hereto have put their respective hands and signatures on the day, month and year mentioned earlier in these presents.

WITNESSES:

1. Chandra Jain  
9-11 V. B. Road,  
Kirti Nagar, New Delhi

EXECUTANTS:

Abhishek Agarwal  
(Kanudia Capital and Management Services  
Private Limited through its nominee Mahesh  
Chandra Jain)

2. Bhaskar Kumar Yadav  
114, Ashwini Nagar,  
Bhaskar Singhpur,  
Kanpur

2. Abhishek Agarwal  
(Abhishek Agarwal)

3. Abhishek Agarwal

ON 11/11/2011 at Kanpur the undersigned Abhishek Agarwal of Kanpur Edibles Private Limited through its nominee Akhil Gupta (nominee Akhil Gupta) have put their hands and signatures on the day and year mentioned at the beginning of these presents.