ITED LIABILITY PARTNERSHIP AGREEMENT

BROW UTTAR PRADESH

Sec. 1.

HIS Agreement is made at Kanpur on 22" day of October 2020

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Affe Companies Act, 1956, having its registered office at 24/40, Jain Vihar, Birhane Road, নিট্টার্থীয় Capital and Management Services Private Limited, a company registered under Kanpur. Uttar Pradesh-208001 through its nominee, Mr. Mahesh hetwinalier called the PIRST PARTY

- Mr. Abhishek Agarwal S/o Kailash Nath Agarwal, R/o House No. 16/16 Civit Lines, Kanpur, Uttar Pradesh-208001 hereinafter called the SECOND PARTY;
- Vaibhay Edibles Private Limited, a company registered under the Companies Act, 1956, having its registered office at 24/40, Jain Vihar, Rirhma Road, Kanpur, Littar Pradesh-208001 through its nominee, Mr. Akhil Gupta hereinafter called the THIRD PARTY; rrī

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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 LL.P. vido LLP no. A.A.U-3574 dated 21-40-2020. AND WREREAS 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;

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

NOW THIS LIMITED LIABILITY PARENERSHIP Hercia after referred as LLPJ agreement witnesses as under

1. INTERPRETATION

In this agreement unless the context otherwise requires;

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

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

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

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

Commibution sharing ratio" means the ratio of capital account of each partner to ie capital accounts of all partners.

'the LLP' means 'PALOMA REAL'TY LLP',

"Total Cuntribution" means aggregate of obpital accounts of all the partnage.

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REALIY LLP' i.e. 21" October 2020

- REALTY LLP, but the sanie may be changed with the unanimous consent of the partitiens Name of the Limited Liability Partnership: The name of the LLP is PALOMA in writing and in terms of provisions of LLP Act and the Rules.
- 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 unanimously decide by making compliance with the provisions of the LLP Act and the by the decision of the Designated Partners to such other place within India as they may Rules there under.

S. BUSINESS OF THE LLP.

To carry on and run the business as builders, owners, constructors, colonizers, developers, promoters, proprietors, decupiers, tessors, civil contractors, maintainers and montgagers of residential, commercial and todustrial buildings, colonies, mills' and acteries' sheds and buildings, workshops' buildings, cinema houses, hotels, milways and canals, reservoirs, tanks, marine works, powerhouses, hereditaments, hofels and restaurants, banquet halls, houses, structures, roads and to deaf in all kinds of hôpagays works, other civil and infrastructure works, nutriplex, resorts, bridges, docks, ் போத்துஷ்க, quarters, offices, flats, chawls, warehouses, godowns, shops, stajis, markets, imovable properties. ASSESSMENT PROPERTY.

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 unanimousiy decide from time to time,

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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 shalf be contributed by respective parmers detailed here in below.

Controller Controller	Rs. 4.000 000/-	13 2000 0003	Pe 2 Tito post	Rs. 1,90,00,000/c
lo. Name of Partner	a Capital and Management Services Private	2. Mr. Abhishok Agarwal	Naithus Edibles Private Limited	Fofal
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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 rotal Contribution of the L.C.P. the amount by which the contribution is to be reduced shelf 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;

rterent on Capital and Loan; The partners, if so mutually decide, shall be emitted to anticordated sheh rate as may be permissible in accordance with the provisions of section गित्री एकेमधुर्विधायका and balance in current account. In case of debit in current account of प्रकृतिकार कि the me-tax Act, 1961 or as may be mutually decided by the partners on their specifif so metually decide, the interest shall be charged at such rate as may be 的数b运行or payment to a partner in accordance with the provisions of section 40(b) of the facome-tax Act, 1961 or as may be mutually decided by the partners.

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...... wheneve and obligations of the firm feeleding the refirmeration payable to the working partners, interest on capital and loan accounts of the pathers, in their contribution sharing ratio as under:

	40%		33%	27%
S.No. Name of Parmer	t. Kanudia Capital and Management Services	2. Mr. Abbishet Assured	3 Validan Edition is	

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

12. Class of Parthers:

Designated Partners: The following are the Designated Partners as required by Section 7 of the LLP Act for the acts to be done, f. Mr. Mahesh Chandes Jain neminee of Kanudia Capital and Management Servives Private Limited

.2. Mr. Abbishek Agarwal

ર્વુ. બોલે\્ક્રkhil Gupta nominee of Vaibhav Edibles Private Limited.

Norting Partners: All the Portners including Designated Partners shall be the working # and shaff contribute their time and efforts for the efficient running of the business क्रिकें ब्रिसिंगs of the LLP. The partners may allocate the various works and responsibilities Airongst themselves by mujual understanding from time to time.

Change in Designated or Working Puriners: The partners by unanimous decision shall have the right to numinate or change the working partners and designated partners of the

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partuers 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. <u>Admission of New Partners</u>. The partners, if they unanimonsly agree, may take any person as a new partner to 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
- Retirement of a Partner: A partner may retire from the LLP by giving a notice of not. less than 60 (staty) 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 carlier 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 parmers, the retiring parmer shalf be entitled to the balance in his capital account and profits up to the date of his retirement (after deduction of this share in the accumulated tosses, 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 ्रमीट्टांनेड पहेंट dobts and liabilities of the LLP and shalf be paid to him within a period of partition his share in the thir value of the net assets of the LLP which remains after the softhe retirement. The delay, if any, shall carry interest @12% per annum. In Mere is any negative balance in the retiring partner's account, the retiring partner Shall pay the same to LLP on retirement,
- 17. $\overline{Death\ of\ a\ Papmer:}$ In case of death of a partner, the legal heir of the deceased partner shaft 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 parinct, failing which the LLP shall continue with remaining partners on such terms and conditions as they may decide,

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- mortgage his share of interest in the LLP by way of a share of the profits and losses of . No Partner shall without the consent in writing of all the Partners transfor, assign or the LLP and to receive distributions under this Agreement in any way in whole or in Pateri,
- 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 Alc 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 LDP.
- 20. *Books of Accounts*; Books of Accounts of the LLP shall be regularly maintained and shelf 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 purtners from time to time. The same shaft not be removed from the place of business of the LEP without consent of all the partners who shalf have access to the books of accounts of the LLP at all times and shall be free to make such copies of take extract there from as ho may think fit.
- Borrowing Powers: The designated partners may decide to receive money on deposit or is loggrand borrow or raise money from time to time from banks or private parties and to

asseque impayment of any money borrowed, raised, owing by mortgage, charges, then upon and of the property, assets of the LLP (both present and future) in such a manner as wher my flecide from time to time.

- designated parmers shall be authorised to do all such acts as may be incidental or Ticessary to carry out the business of objects of the LLP.
- 23. No partner shalf without written or express consent of all the partners do the following

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- Borrow any sum of money or otherwise from any person including bank and institutions in the name of LLP;
- Give any security of LEP assets or promise for payment of money on account of the LLP, except in the ordinary course of business;
- Assign, transfer, alienate, pledge, mortgage or otherwise charge any of the properties of the LLP. ਚ
- Enter into any arrangement with any person which may have any effect on the rights and interest of the LLP, Ö
- Enter into any bond or became bail or surety for any person or knowingly eause or suffer to be done anything whereby the LLP property may be endangered;
 - Assign, mortgage or charge his share in the LLP or the assets or profits of the firm or Sapy part thereof.

ि हैं हैं। स्निवानुसाहकी the partner may call a meeting of the partners by sending at least seven days ione mire advance in writing at their registered address and the registered office of the ட்தீரிம் meeting shall be attended by all the partners unless expressly inability shown Conformise or compound or release or discharge any debt due to the fillp. by any of the pariner.

- 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 Wakied Choratestan

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- by leaving it addressed to the Partner by sending the same by registered post to his usual. (2) For a Partner - Any notice to a Partner shall have been sufficiently given by the LLP or last known additess of by sending through efectronic mail at the address provided by the partner.
- 27.:<u>Resolution of Dispudes</u>: All disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or botween 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 of 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 upply accordingly.
- 28. <u>Term of the Agreement:</u> The LLP boing a perpetual entity, this agreement shaff reittain in force unless and until the same is changed or abragated by the existing partners.

teration or amendment in LLP derecment. No alteration to or amendment in this pour shall be valid unless it is in variting as a supplementary/ supersession to ht and duty signed by all the partners of the LLP as on the date of alternion

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

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

in witness whereof the parties hereto have put their respective hands and signalures on the day and year mentioned at the beginning of these presents. Hokesh Chandrath

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Act, in that case the conditions laid down in the schedule shall prevail till such time, a speed fit agreement has been entomd,

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

WITNESSES:

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EXECUTANTS:

Handia Capital and Management Services Private Limited through its nominee Mahesh Chandra Jain)

2. Muleule office

(Abbishek Agarwal)

(Vaibhay Edibles Private Limited through its nominee Akhil Gupta)

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LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS Agreement is made at Kanpur on 22nd day of October 2020

Kanudia Capital æd Management Sorvices Private Limited, a company regisfered under the Companies Act, 1956, having its registered office at 24/40, Jain Viliar, Birhans Road, Uttar Pradesh-208001 through its nomince, Mr. Mahesh hereinaffer called the FIRST PARITY

मेरेड्ड bhishek Agarwal S/o Kailash Nath Agarwal, R/o House No. 16/16 Civil Lines, k Uttar Pradesh-208001 hereinafter culled the SECOND PARTY;

best Edibles Private Limited, a company registered under the Companies Act, 1956, Afs registered office at 24/40, Jain Vihar, Birkana Road, Kanpur, Uttar Fradesh-8001 through its nominee, Mr. Akhel Gapta hereinafter called the THIRD PARTY;

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which expression shall, unless it be repugnant to the context or subject thereof, include their Parties hereto. permitted ussigneds and the collectively hereigathor referred as 'PARTNERS' nominees and successors. legal lieirs,

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 U 64°

KHEREAS it is expedient to define the mutual rights and duties of the parmers and the gs and duties of Limited Liability Partnership and the Partners;

staydings have deemed it expedient to execute the agreement on the terms and feture WILEREAS the parties hereto in order to avoid any lorein after appearing:

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NOW THIS LIMERED LIABILITY PARTNERSHIP [heroin after referred as LLP] *ACIEREMENT WITHESSES AS UNDER

- In this agreement, unless the context otherwise requires: - 11%
- "Accounting Year" means the financial year as defined in the Limited Hability Partnership Act, 2008 æ

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

les" or ELP Rules' moans the Limited Liability Rules, 2009

ing partner' means uny partner appointed as working partner in accordance he provisions of this agreement. intribution sharing ratio" means the ratio of capital account of each parmer to ie capilal accounts of all pareners.

the LLP means 'PALOMA REALITY LLP

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Total Contribution' means aggregate of capital accounts of all the partners. 2j)

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- This Agreement shall be applicable with offect from the incorporation of 'PALCIMA REALTY LLP' i.e. 21* October 2020
- REALTY 11.P' but the same may be changed with the unanimous consent of the partners Name of the Limited Liability Partnership: The name of the LLP is 'PALOMA in writing and in terms of provisions of LLP Act and the Rules.
- Registered Office of the LLP: The registered office of the LLP shall be at 6032, 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 quanimously decide by making compliance with the provisions of the LLP Act and the

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BLISTNESS OF THE LLP:

on and the business as builders, owners, constructors, colonizors, developers, promoters, proprietors, accupiers, lessors, civil contractors, maintainers and

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livitels and restaurants, banquet halls, houses, structures, roads and to deat in all kinds of bungalows, quarters, offices, flats, chawls, warehouses, godowna, shops, stalks, markets, parton to suche such partonings, Workstops ornigings, cirema nooses, notels, railways and hereditaments, ropeways works, other civil and infrastructure works, multiplex, resorts, bridges, ducks, canals, reservoirs, tanks, marine works, powerhouses, immovable properties, harbours,

The designated partners may decide to carry on any other business of 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 fine.

- Place of business: The business of the LLP shall be carried out at such places as the Parmers decide from time to time. Ó
- 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 stall be contributed by respective partners detailed here in below.

Contribution (in Rs.)	Ks. 4,400,800	Rs. 3,300,000/- {	Rs. 2,766,000/-	Rs. 1,00,60,000/.	
S. No. Name of Partner	Kunudia Capital and Management Services Private	Mr. Ahlishek Agarwal	Sanday Edibles Private Limited	Total	

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

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THE PROPERTY OF SECURITY OF THE PROPERTY OF SECURITY capital contribution and balance in current account. In case of debit in current account of 40(b) of the bronne-tax Act, 1961 or as may be mutually decided by the partners on their the partner, if so mutitally decide, the interest shall be charged at such take 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 Railo: Each partner shall be entitled to share or bear the profits/losses of the LEP after meeting all the expenses and obligations of the firm including the remineration payable to the working partners, interest on capital and loan occounts of the partners, in their contribution sharing ratio as under:

fituad to %	\$0 \$	33%	27%
so. Name of Partner	Kanudia Capital and Management Services Private Limited	2. Mr. Abhishek Agarwal	3. Vaibhay Edibles Private Limited

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

lass M. Partners:

Besignated Partners: The following are the Designated Partners as required by Section LP Act for the sets to be done,

Medical Management Sein nominee of Kanadia Capital and Management Services "Private Limited

- 2. Mr. Abhistock Aganyaf,
- 3. Mr. Akhil Cupta nominee of Vaibhay Edibles Private Limited.

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and affairs of the LLP. The partners may alleeate the various works and responsibilities SSOCIONO ALI TO SURBING INCLOSED AND DIS COLORED FOR WHICH HAVE SE amongat themselves by muttal understanding itym time to time.

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

- majority decision may decide by executing a remuncration agreement signed by all the 13. The working partners shall not be paid any remaneration. However, the partners by partners to pay remuneration to all or any of the working partners which shalf be a charge on the profit of the LLP as and when the partners decide in dis so,
- 14. Admission of New Parmer: 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 such modifications and conditions or New LLP Agreement as may be decided among the agreement. On admission this agreement shalf be binding on the new partner subject to parmers,
- 15. Retirement of a Partner R 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 officiwise 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 是否则有限的 beginess 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 barance in his capital account and profits up to the date of his retirement (after deduction DEARS share in the accumulated losses, if any, on that dute in his profit sharing ratio which shall not exceed his agreed contribution in terms of Section 33 of the Act) and shall also meeting the debts and liabilities of the LLP and shaff be pard to him within a ported of be entitled to his share in the fair value of the net assets of the LLP which remains after two months of the retirement. The delay, if any, shall carry interest 3912% per againm, in

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shalf 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 17. <u>Death of a Pariner,</u> in case of death of a pariner, the legal helr of the deceased parmer partners on such terms and conditions as they may decide.

8. Transfer of Interest in LLP;

- No Partner shall without the consent in writing of all the Partners transfer, assign or mentgage his stand of interest in the LJ.P 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 ig 781
- 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 Pariner and the respectively â
- 19. Bank Ale 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 sume shall be operated under the signature of my of the designated partner of the LLP,
- 20. Baoks 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 partmers from time to time. The same shall comoved from the place of business of the LLP without consent of all the partners whig spill have access to the books of accounts of the LLP at all times and shall be free to make sigh copies of take extract there from as he may think fit.

<u>fortigining Fouris:</u> The designated partners may decide to receive money on deposit or lown and borrow or raise money from time to time from banks or private parties and to

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they may decide from time to time,

- The designated partners shall be authorised to do all such acts as any be incidental or necessary to cerry out the business or objects of the LLP. . ജ
- 23. No partner shall without written or express consent of all the partners do the following
- Engage itself directly or indirectly in any new business in competition with that of the
- Borrow any sum of money or otherwise from any person including bank and institutions in the name of L.L.P.; Ŀ
- Give any security of LLP assets or promise for payment of money on account of the LLP, except in the ordinary course of business; ť
- Assign, transfer, aftenate, plodge, morfgage or otherwise charge any of the properties ij
- Enter into any arrangement with any person which may have any effect on the rights and inferest of the LLP

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

Assign mortgage or charge his share in the L.L.P. or the assets or profits of the firm or ağy தீர்ப் thereof.

Mpromise of compound or release or discharge any debt due to the LLP.

述行fat 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,

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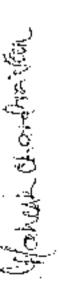
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minute book which shall be signed by all the partners. The minute book shall be kept an the registered office of the LLP unless otherwise decided by all the partners.

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- addressing it to the LLP and leaving it or sending the same by post or courier at the 26. Notice - (1) To the LLP - Any notice by the Partners to the LLP may be given by registered office of the LLP and shall be deemed to have been served only on delivery of the same against acknowledgment.
- (2) To a Pariner Any notice to a Pariner 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 tast known address or by sending through electronic mail at the address provided by the partner.
- 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 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 Conciliation Act, 1996 as if the parties to the dispute have consented in writing far determination of the same as aforesaid and the provisions of the said Act shall apply accordingly.
- g 28. <u>Term of the Agreement:</u> 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,
- Meridion or amendment in LLP Agreement. No alteration to or amendment in this agreement shall be valid unless it is in writing as a supplementary/ supersession to signeement and duly signed by all the partners of the LLP as on the date of electricion famend**me**nt
- partners who join the LLP in accordance with the terms of this agreement on signing of 30. Binding of Incaming Partners: The terms of this agreement shall be binding on the new



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31. Applicability of LLP Act and Rules: The provisions of the Limited Liability Partnership Act. 2008 and the Limited Liability Rutes 2009 shalf be applicable in case of nonprovision 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 Act, in that case the conditions laid down in the schedule shall prevail till such time a partners in writing unless they form part of conditions laid down in seltedule 1 to the LEP specific agreement has been entered.

Take but their respective hands and signatures on the day, In witness whereof the parties her month and year mentioned उद्यंतिहर

WITHESSES:

HXECUTANTS:

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Abhishek Agarwat)

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Edibles Private Limited through Waibhay