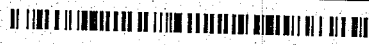




CHALLAN
MTR Form Number-6

GRN	MH00311920201516E	BARCODE			Date	24/08/2015-20:07:35		Form ID		
Department				Payer Details						
Type of Payment				TAX ID (If Any)						
Inspector General Of Registration Non-Judicial Stamps General Stamps SoS Mumbai only				PAN No. (If Applicable)						
Office Name				Full Name		Mrs Pragna K Kedia				
Location										
Year				Flat/Block No.						
Account Head Details				Amount In Rs.		Premises/Building				
0030056201 General Stamps				500.00		Road/Street				
						Area/Locality				
						Town/City/District				
						PIN				
						Remarks (If Any)				
						Amount In		Five Hundred Rupees Only		
Total				500.00		Words				
Payment Details				FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN		REF No.				
INDIAN OVERSEAS BANK						02716402015082550005		891529		
Cheque/DD No				Date		24/08/2015-20:05:18				
Name of Bank				Bank/Branch		INDIAN OVERSEAS BANK				
Name of Branch				Scroll No. , Date		Not Verified with Scroll				
Mobile No. : Not Available										

Mobile No. : Not Available

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LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

TRILOKESH CITY DEVELOPERS LLP

(As per Section 23 (4) of the Limited Liability Partnership Act, 2008)

THIS FIRST AMENDED AND RESTATED LIMITED LIABILITY PARTNERSHIP AGREEMENT (the "LLP Agreement" / "Agreement") is made and entered into at MUMBAI, on this 4th day of September, 2015

B E T W E E N

Mr. Kirti Vishwanath Kedia S/o. Mr. Vishwanath Purshotamdas Kedia, (PAN No.: AAEPK4489K and DIN No.: 00325862), Indian Inhabitant, residing at Vishwashanti, 30-E, Azad Road, Juhu Koliwada, Juhu, Mumbai- 400 049, Maharashtra, India, hereinafter called and referred to as **"THE PARTY OF THE FIRST PART"**, (which term/expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, nominees, administrators, executors and permitted assigns/assignees);

A N D

Ms. Pragna Kirti Kedia w/o. Mr. Kirti Vishwanath Kedia, (PAN No.: ADWPK9701F and DIN No.: 00326066), Indian Inhabitant, residing Vishwashanti, 30-E, Azad Road, Juhu Koliwada, Mumbai- 400 049, Maharashtra, India, representing as Managing Trustee of JSK Private Trust having registered office at 9th Floor, Param House, Shanti Nagar, Santacruz - East, Mumbai – 400055 hereinafter called and referred to as **"THE PARTY OF THE SECOND PART"**, (which term/expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, nominees, administrators, executors and permitted assigns/assignees);

The Party of the First Part and the Party of the Second Part shall be hereinafter collectively referred to as the "Partners" and/or "Parties", as the case may be.

WHEREAS the parties to this agreement have joined each other as business partners and are carrying on business in the name and style of "TRILOKESH CITY DEVELOPERS LLP" ("LLP") with effect from 13th August 2015 as a limited liability partnership formed under the Limited Liability Partnership Act, 2008 ("LLP Act") and had entered into the Deed of Limited Liability Partnership dated August 25, 2015 ("Original LLP Agreement") to record and determine the terms and conditions between them in connection with the LLP, their mutual rights, obligations and

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duties, their rights, obligations and duties towards the LLP and the rights, obligations and duties of the LLP.

WHEREAS the parties to this agreement have now decided to carry on in India or abroad the business of providing services in Information Technology sector and/or Information Technology Enabled Services sector, including outsourcing services for all processes, sub Processes, data processing, and all other work performed by business in various industries within India and across the world. This includes those process or sub processes that are enabled by information technology hereinafter devised under the LLP in the name and style of “**TRILOKESH CITY DEVELOPERS LLP**”, with immediate effect.

NOW THEREFORE, pursuant to the above background, the parties to this agreement have decided to enter into this LLP Agreement to amend and restate the Original LLP Agreement and to record and determine the revised understanding between them in connection with LLP, their mutual rights, obligations and duties, their rights, obligations and duties towards the LLP and the rights, obligations and duties of the LLP..

NOW THIS LLP AGREEMENT WITNESSETH THAT IT HAS BEEN MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

In addition to the terms defined in the introduction to, recitals of and the body of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the capitalized terms used in this Agreement shall have the meaning attributed to them in Schedule-III attached hereto. The rules of interpretation that apply to this Agreement are also set out in Schedule-III.

2. EFFECTIVE DATE

The Parties agree and understand that this Agreement shall be valid and binding from the Effective Date i.e. 4th September 2015 (“Effective Date”).

3. PURPOSE AND MODE OF EXECUTION

3.1 Business Activity:

The main purpose of this Agreement is for the Partners to engage in, either directly and/or through business entities in India or abroad the business of providing services in Information Technology sector and/or Information Technology Enabled Services sector, including outsourcing services for all processes, sub Processes, data processing, and all other work performed by business in various industries. It also includes data, voice or video collection and processing, revenue accounting, call centre services including in bound and out bound calling services of all kinds, technical support, managed data centre, managed technical centre, training centre, web support back office, business or financial analysis, scientific analysis, research work and analysis, storage, disaster recovery,

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accounting, pay roll, inventory management, property management services, customer relationship management, enterprises resources planning and to develop software, provide consultancy, software solution and services that are normally offered by the outsourcing business and information technology services providers, the software development houses and application services providers

3.2 LLP formed in terms of the Agreement and under the provisions of the LLP Act shall manage the business and such other facilities/services incidental to the business;

3.3 Management of TRILOKESH CITY DEVELOPERS LLP and the Business:

Both the Partners shall be solely responsible for managing the operations and business and all necessary capital for implementation of the business of TRILOKESH CITY DEVELOPERS LLP.

4. INCORPORATION

4.1 Name:

The LLP shall be carried on in the name and style of "TRILOKESH CITY DEVELOPERS LLP".

4.2 Incorporation:

TRILOKESH CITY DEVELOPERS LLP as constituted under this Agreement shall be deemed to be have commenced on the 13th August, 2015.

4.3 Purpose of the LLP:

The LLP to be formed pursuant to this Agreement under the provisions of the LLP Act shall be legal entity in the nature of a body corporate, having perpetual succession, shall by its name sue and be sued, conduct business, acquire, own, hold and develop or dispose of property, whether movable or immoveable, tangible or intangible, have a common seal and do such other acts and things as a body corporate may lawfully do.


4.4 Ratification:

This LLP Agreement along with the TRILOKESH CITY DEVELOPERS LLP's certificate of incorporation shall be laid before a special general meeting of the Partners for ratification. The Designated Partners shall cause the general meeting of the Partners to be held within 30 Days of registration of the TRILOKESH CITY DEVELOPERS LLP.

4.5 Registered Office:

TRILOKESH CITY DEVELOPERS LLP shall have its registered office at C-109, Hind Saurashta Industrial Estate, 85/86, M. V. Road, Marol Naka, Andheri (E), Mumbai-400 059, Maharashtra, India and/or at such other places, as shall be received at such registered office of the LLP. The LLP shall ensure that its invoices, official correspondence(s) and publications bear the name, address of its registered office along with the registration number of the TRILOKESH CITY DEVELOPERS LLP and a statement that it is registered with limited liability partnership.


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4.6 Common Seal:

TRILOKESH CITY DEVELOPERS LLP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partner.

4.7 Accounting Year:

The accounting year of TRILOKESH CITY DEVELOPERS 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 TRILOKESH CITY DEVELOPERS LLP till 31st March of the subsequent year.

4.8 Bankers:

That the Bankers of the TRILOKESH CITY DEVELOPERS LLP shall be such Bank or Banks as the Partners may mutually decide and agreed upon from time to time and the Bank account of the said LLP shall be opened in the name of the said LLP i.e. "TRILOKESH CITY DEVELOPERS LLP" and such account shall be operated with the signature of any one of the Designated Partners.

5. PARTNERSHIP SETUP AND ADMISSION IN PARTNERSHIP

5.1 The Following partners shall be Designated Partner and Working Partners of the LLP:-

Sr.No.	Name of the Partner	Designated Partner's Identification No. (DPIN)
01.	KIRTI VISHWANATH KEDIA	00325862
02.	PRAGNA KIRTI KEDIA, as Managing Trustee of JSK Private Trust	00326066

5.2 Both the Designated Partners shall be responsible for managing the operations and day to day affairs of TRILOKESH CITY DEVELOPERS LLP and for implementing, managing and growing the Business. Both the Partners shall be responsible for providing adequate support and expertise as may be required for the setting up and/or implementation of long and medium term business plans and strategies of TRILOKESH CITY DEVELOPERS LLP.

5.3 Minimum Number of Partners:

The TRILOKESH CITY DEVELOPERS LLP shall at all times have at-least two Partners. The Partners being the subscribers to the incorporation documents of the TRILOKESH CITY DEVELOPERS LLP shall be the initial Partners of the TRILOKESH CITY DEVELOPERS LLP.


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5.4 Admission of New Partner:

5.4.1 A new Partner may be introduced with the consent of all the existing Partners. Such new Partner shall give his/ her prior consent to act as Partner of TRILOKESH CITY DEVELOPERS LLP;

5.4.2 The Contribution of the incoming partner may be tangible, intangible, moveable or immovable property and the incoming Partner shall bring minimum contribution as decided jointly by the existing Partners;

5.4.3 The Profit sharing ratio of the incoming partner shall be as per the proportion decided by the existing Partners of TRILOKESH CITY DEVELOPERS LLP;

5.4.4 Persons admitted as Partners shall duly comply with the provisions of Section 25 of the LLP Act.

6. REPRESENTATIONS AND WARRANTIES OF PARTIES

Each Partner of TRILOKESH CITY DEVELOPERS LLP hereby warrants and represents as follows:-

6.1 That the Partners are the legal and beneficial owners of the interest standing in their name in TRILOKESH CITY DEVELOPERS LLP;

6.2 The nature and amount of the capital contributions already made in the LLP is consistent with the business requirement;

6.3 That the Partners have been furnished with sufficient written and oral information about the TRILOKESH CITY DEVELOPERS LLP's business and objectives to allow them to make an informed investment decision of TRILOKESH CITY DEVELOPERS LLP;

6.4 That they are fully familiar with the business proposed to be conducted by the TRILOKESH CITY DEVELOPERS LLP.

7. CONTRIBUTION

7.1 Partners Contribution:

The capital contributions of TRILOKESH CITY DEVELOPERS LLP shall be Rupees 50,000/- (Rupees Fifty Thousand only) (the "Total Contribution") which shall be in the following proportions:-

Sr.No.	Name of the Partner	Initial Capital Contribution
01.	KIRTI VISHWANATH KEDIA	1,000/-
02.	PRAGNA KIRTI KEDIA, as Managing Trustee of JSK Private Trust	49,000/-

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7.2 Further Contribution requirements:

Any further contribution required by the TRILOKESH CITY DEVELOPERS LLP over and above the Initial Contribution, including the mode and means of financing shall be jointly decided by the Partners at such time.

7.3 Partner Loans:

If any Partner advances any sum of money to TRILOKESH CITY DEVELOPERS LLP over and above his or her due contribution, the same shall be a debt due from TRILOKESH CITY DEVELOPERS LLP to the Partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the Partners unanimously.

7.4 Borrowing Powers

That the further necessary funds/finance, if any, required by the TRILOKESH CITY DEVELOPERS LLP business shall be arranged and borrowed from time to time by the Partners by way of secured and/or unsecured loans and advances from relatives, friends, firms, companies, financial institutions or bank/s with the mutual consent of the Partners.

8. REMUNERATION, INTEREST AND PROFIT/LOSS

8.1 Interest to Partners:

The interest on capital contribution payable to the Partners shall be at the rate as agreed between the partners by way of an unanimous resolution but at no time shall exceed a simple interest rate of 12% or such other rate as prescribed to be the maximum allowable rate of interest by Section 40 (b) (iv) of the Income Tax Act, 1961, as amended from time to time.

8.2 Remuneration to Partners:

Working Partners of the LLP shall be remunerated subject to the availability of Books Profit for the year. Herein the term Book Profits shall have the same meaning as is assigned to it in Explanation 3 to Section 40(b) of the Income Tax Act, 1961, as amended from time to time or the amended provisions substituted for such provisions. Based on the requirements of the aforesaid provisions and as agreed by the partners the maximum remuneration payable to the Working Partners shall be computed as under:-

Sr.No.	Particulars	Maximum Remuneration Payable
01.	On the First Rupees 3,00,000/- of book profits	Rupees 1,50,000/- or 90% of the book profit, whichever is higher.
02.	On the balance amount of book profit exceeding Rupees 3,00,000/-	60% of the excess over Rupees 3,00,000/-

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The maximum remuneration as computed above shall be divided amongst the Working Partners as under:-

Sr.No.	Name of the Partners	% of Sharing
01.	KIRTI VISHWANATH KEDIA	2%
02.	PRAGNA KIRTI KEDIA, as Managing Trustee of JSK Private Trust	98%
	TOTAL	100%

8.3 Profit and/or Loss Sharing:

That the net Profits and/or Losses of the TRILOKESH CITY DEVELOPERS LLP business including Capital Profit and/or Loss shall be determined as on 31st Day of March every year and shall be divided between the Partners in the following ration:-

Sr.No.	Name of the Partners	% of Sharing
01.	KIRTI VISHWANATH KEDIA	2%
02.	PRAGNA KIRTI KEDIA, as Managing Trustee of JSK Private Trust	98%
	TOTAL	100%

9. RIGHTS OF THE PARTNERS

9.1 Inspection:

Every Partner has a right to have access to and to inspect and copy any books of account of the TRILOKESH CITY DEVELOPERS LLP.

9.2 Independent Business Partners:

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 TRILOKESH CITY DEVELOPERS LLP shall have no objection thereto. Provided further that the said Partners has intimated the said fact to TRILOKESH CITY DEVELOPERS LLP before the start of the independent business and shall not be construed to be engaging directly or indirectly in any business competing with that of TRILOKESH CITY DEVELOPERS LLP unless agreed by all the partners of LLP. It is agreed amongst the Partners that they shall not use the name of or their relation with TRILOKESH CITY DEVELOPERS LLP while carrying on their respective businesses.

10. DUTIES AND OBLIGATIONS OF THE PARTNERS

10.1 Management of TRILOKESH CITY DEVELOPERS LLP:

Both the Partners shall be solely responsible for managing, the affairs of TRILOKESH CITY DEVELOPERS LLP.

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10.2 Management of the Business:

Both the Partners shall be solely responsible for managing, the Business and shall report progress on a quarterly basis to TRILOKESH CITY DEVELOPERS LLP.

10.3 Financing of Business:

All Partners shall be just and faithful to the other Partners in all transactions relating to the TRILOKESH CITY DEVELOPERS LLP.

10.4 Just and Faithful:

Each Partner shall be just and faithful to the other Partners in all transactions relating to the TRILOKESH CITY DEVELOPERS LLP.

10.5 True Accounts and Information:

Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his/her Legal representatives.

10.6 Benefits Without Approval:

Every Partner shall account to the TRILOKESH CITY DEVELOPERS LLP for any benefit derived by him/her without the consent of TRILOKESH CITY DEVELOPERS LLP of any transaction concerning TRILOKESH CITY DEVELOPERS LLP, or for any use by him/her of the property, name of any business connection of TRILOKESH CITY DEVELOPERS LLP.

10.7 Transfer:

No Partner shall account to the TRILOKESH CITY DEVELOPERS LLP for any benefit derived by him/her without the consent of TRILOKESH CITY DEVELOPERS LLP of any transaction concerning TRILOKESH CITY DEVELOPERS LLP, or for any use by him/her of the property, name or any business connection of TRILOKESH CITY DEVELOPERS LLP.

11. FORBIDDEN ACTS

No Partner shall without the written consent of other Partners:-

11.1 Employ any money, goods or effects of the TRILOKESH CITY DEVELOPERS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of TRILOKESH CITY DEVELOPERS LLP.

11.2 Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the property of TRILOKESH CITY DEVELOPERS LLP or any part thereof may be seized;

11.3 Assign, mortgage or charge his or her share in the partnership or any asset or property thereof or make any other person a Partner therein;

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- 11.4 Lend money or give credit on behalf of TRILOKESH CITY DEVELOPERS 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, provided any loss incurred through any breach of provisions shall be made good TRILOKESH CITY DEVELOPERS LLP by the Partner incurring the same;
- 11.5 Compromise or compound or (except upon payment in full) release or discharge any debt due to TRILOKESH CITY DEVELOPERS LLP except upon the written consent of all Partners;
- 11.6 Enter into any bond or become bailee or surety for any person or knowingly cause or suffer to be done anything whereby the TRILOKESH CITY DEVELOPERS LLP's property may be endangered;
- 11.7 Commit to buy, or buy any immovable property for the TRILOKESH CITY DEVELOPERS LLP;
- 11.8 Do any act or omission rendering the TRILOKESH CITY DEVELOPERS LLP liable to be wound up by the Tribunal;
- 11.9 Share business secrets of the TRILOKESH CITY DEVELOPERS LLP with the outsiders;
- 11.10 Derive profits from any transaction of the TRILOKESH CITY DEVELOPERS LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the TRILOKESH CITY DEVELOPERS LLP, and remain without accounting for the same to the TRILOKESH CITY DEVELOPERS LLP;
- 11.11 Submit a dispute relating to the TRILOKESH CITY DEVELOPERS LLP's business to Arbitration;
- 11.12 Open a banking account on behalf of the TRILOKESH CITY DEVELOPERS LLP in his own name;
- 11.13 Commit to compromise or relinquish any claim in whole or in part of the TRILOKESH CITY DEVELOPERS LLP;
- 11.14 Withdraw a suit filed of the TRILOKESH CITY DEVELOPERS LLP.
- 11.15 Admit any liability in a suit or proceeding against the TRILOKESH CITY DEVELOPERS LLP;
- 11.16 Enter into any Partnership, Joint Venture, Float any subsidiary of TRILOKESH CITY DEVELOPERS LLP or company with the TRILOKESH CITY DEVELOPERS LLP being the promoter or acquirer of interest or control.

12. DUTIES OF DESIGNATED PARTNER

12.1 Designated Partners:

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Party of the First Part and Party of the Second Part shall act as the Designated Partner of TRILOKESH CITY DEVELOPERS LLP in terms of the requirement of the LLP Act. Change in Designated Partner shall require unanimous consent of all Partners including the Designated Partners. The maximum number of Designated Partners appointed for the TRILOKESH CITY DEVELOPERS LLP shall be such as mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the TRILOKESH CITY DEVELOPERS LLP unanimously.

12.2 Responsibility under LLP Act:

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 the LLP Act.

13. EXECUTION OF DOCUMENTS ETC.....

That both the Designated Partners are authorized to sign any documents in connection with the TRILOKESH CITY DEVELOPERS LLP in ordinary course of business and all those documents signed by them shall be binding on the TRILOKESH CITY DEVELOPERS LLP.

14. MEETINGS

14.1 The meeting of Designated Partners may be called by giving notice of at least 7 Days. In case if any urgent meeting is called the short notice period shall be ratified by all the Partners;

14.2 The matters listed in Schedule – II shall be discussed in the TRILOKESH CITY DEVELOPERS LLP meeting and shall be decided by a resolution passed unanimously by all the Partners;

14.3 The meeting of Designated Partners may be called by sending 07 Days prior written notice to all the Partners at their residential address or in case of urgent meeting the same can be called by telephonic conversation (following by a written notice) but in such case the short notice requirement is to be ratified by all the Partners;

14.4 The meeting of Partners shall ordinarily be held at the registered office of TRILOKESH CITY DEVELOPERS LLP or at any other place as per the convenience of the Partners;

14.5 Each Partner shall, to the extent agreed in this Agreement, give time and attention as may be required for the fulfillment of the objectives of TRILOKESH CITY DEVELOPERS LLP business.

15. CESSATION OF PARTNERSHIP

15.1 Death or Retirement of Partner:

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If any Partner shall die or have retired, the following shall apply:-

15.1.1 Representative of Deceased or Retired Partner:

At the discussion of the remaining Partners, the nominee or representative of the deceased or retired Partner may be admitted.

15.1.2 Release of Payment:

If the surviving Partners do not opt to purchase the share of retiring or deceased Partner, a statement of account shall be taken and made out of his/her share of the capital and effects of the LLP and of all unpaid interest and profits due to him/ her up to the time of his/her demise or retirement and be paid at the earliest as may be decided by the Designated Partners, subject to required adjustments between his/her capital account and income account transactions and transfers made till the date of death or retirement, as the case may be. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which his/her death or retirement occurs until the end of the calendar month in which the event takes place.

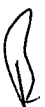
16. INDEMNIFICATION


16.1 Every Partner shall indemnify TRILOKESH CITY DEVELOPERS LLP and the other existing Partners including the Designated Partners of the TRILOKESH CITY DEVELOPERS LLP against all claims, liabilities, damages, costs and expenses of any kind which may be incurred by TRILOKESH CITY DEVELOPERS LLP and/or other existing Partners and all actions or proceedings which may be brought against TRILOKESH CITY DEVELOPERS LLP and/or other existing Partners as a result of the breach by the Partner in default of that Partner, any other person appointed by him/her or their respective officers or employees in connection with the provision of this Agreement. This indemnity shall continue notwithstanding the termination of this Agreement.

16.2 TRILOKESH CITY DEVELOPERS LLP shall indemnify each Partner for the following:-

16.2.1 In respect of payments made and personal liabilities incurred by him/her in the ordinary and proper conduct of the business of TRILOKESH CITY DEVELOPERS LLP or in or about anything necessarily done for the preservation of the business or property of TRILOKESH CITY DEVELOPERS LLP in good faith;

16.2.2 Against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgement, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of TRILOKESH CITY DEVELOPERS LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.


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17. WINDING UP

TRILOKESH CITY DEVELOPERS LLP can be wound up with the consent of all the Partners subject to the provisions of the LLP Act and the rules made there under and any statutory modifications thereof.

18. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the Laws of Republic of India and, subject to the provisions of the Act, the courts at Mumbai shall have the exclusive jurisdiction.

19. ARBITRATION

Any and all claims, disputes or controversies ("Disputes") arising under or in connection with this Agreement shall be resolved amicably between the Parties. However, if the Parties are unable to amicably resolve the dispute, then either of the Party may submit such dispute to be resolved by Arbitration by a Sole Arbitrator to be mutually appointed by the Parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The seat and the place of the arbitration shall be Mumbai.

20. BOOKS OF ACCOUNTS

The books of accounts of the TRILOKESH CITY DEVELOPERS LLP shall be kept at the office of TRILOKESH CITY DEVELOPERS LLP for the reference of all the Partners.

- (i) All funds of the TRILOKESH CITY DEVELOPERS LLP 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 by the Designated Partners as determined by them.
- (ii) All necessary books of account and other papers relating to the affairs of the TRILOKESH CITY DEVELOPERS LLP as prescribed under rule 24 of the Rules pursuant to section 34 (1) of the LLP Act shall be ensured by the Designated Partners for the time being to be kept at the principal place of business of the TRILOKESH CITY DEVELOPERS LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on 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 TRILOKESH CITY DEVELOPERS LLP. Such books of account shall not be removed from the designated place of business without the consent of the Designated 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 TRILOKESH CITY DEVELOPERS LLP or folio thereof during the working hours on each working day of the week.

21. MISCELLANEOUS PROVISIONS

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21.1 Perpetual Succession:

TRILOKESH CITY DEVELOPERS LLP shall have perpetual succession. So, death, retirement or insolvency of any Partner shall not dissolve the TRILOKESH CITY DEVELOPERS LLP.

21.2 Alteration or amendment:

All the matters not expressly provided in this Agreement shall be decided by the consent of all the Partners in writing. No alteration to or amendment or change in this LLP Agreement including any change of Business shall be valid unless it is reduced to writing as a supplement to this Agreement duly accepted by every Partner as on the relevant date of alteration, amendment or change.

21.3 Entire Agreement:

The foregoing constitutes the entire agreement between the Parties hereto on the subject-matter and shall supersede all prior agreements and understanding including the provisions of the Original LLP Agreement.

21.4 Severability:

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 hereof with nothing to affect the rest of this Agreement.

21.5 Waiver:

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 forever 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.


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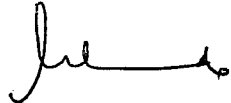

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS TO THIS AGREEMENT IN GOOD AND PEACEFUL CONDITIONS OF THEIR MINDS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN;

1. SIGNED, SEALED AND DELIVERED BY THE
WITHIN NAMED

THE PARTY OF THE FIRST PART

(Ms. Kirti Vishwanath Kedia)

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2. SIGNED, SEALED AND DELIVERED BY THE
WITHIN NAMED

THE PARTY OF THE SECOND PART

(Ms. Pragna Kirti Kedia),
as Managing Trustee of JSK Private Trust

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In Presence of Following Witnesses:

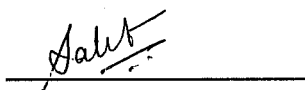
1. Name : Berinder Sahni

Address: 21 Poonam Apartments, Talmiki Road, Santacruz West, Mumbai 400 054

Signature: 

2. Name : Saket Lohia

Address: A-02, Shavan Srishti CHS Ltd., Sector 5, Mira Road East, Thane 401 107

Signature: 

SCHEDULE - I**A. MAIN OBJECTS OF TRILOKESH CITY DEVELOPERS LLP**

The main purpose of this Agreement is for the Partners to engage in, either directly and/or through business entities in India or abroad the business of providing services in Information Technology sector and/or Information Technology Enabled Services sector, including outsourcing services for all processes, sub Processes, data processing, and all other work performed by business in various industries. It also includes data, voice or video collection and processing, revenue accounting, call centre services including in bound and out bound calling services of all kinds, technical support, managed data centre, managed technical centre, training centre, web support back office, business or financial analysis, scientific analysis, research work and analysis, storage, disaster recovery, accounting, pay roll, inventory management, property management services, customer relationship management, enterprises resources planning and to develop software, provide consultancy, software solution and services that are normally offered by the outsourcing business and information technology services providers, the software development houses and application services providers.

B. ANCILLARY OR OTHER BUSINESS CARRIED ON BY THE TRILOKESH CITY DEVELOPERS LLP

1. To carry on the business of Software designing, development, customisation, implementation maintenance, testing and benchmarking, designing, developing and dealing in computer software and solutions, and to import, export, sell, purchase, distribute, host (in data centres or over the web) or otherwise deal in own and third party computer software packages, programs and solutions, and to provide internet / web based applications, services and solutions, provide or take up Information technology related assignments on sub-contracting basis, offering services on-site/ offsite or through development centres using owned /hired or third party infrastructure and equipment, providing recruitment and HR related services, providing and taking personnel / consultants/ human resources to / from other organisations, providing solutions/ Packages/ services through applications services provider mode via internet or otherwise.
2. To undertake IT enabled services like call Centre Management, Medical and legal transcription, data processing, Back office processing, Accounting, HR and payroll processing, Insurance claims processing, credit card processing, loans and letters of credit processing, cheque processing, data warehousing and database management, to carry on the business of manufacturing, dealing and maintenance of computer hardware, computer systems and assemble data processors, program designs and to

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buy, sell or otherwise deal in such hardware and software packages and all types of tabulating machine, accounting machines, calculators, computerised telecommunication systems and network, their components, spare parts, equipments and devices and to carry on the business of establishing, running and managing institutions, school, and academics for imparting education in computer technology, offering equipment, solutions and services for Networking and network management, data centre management and in providing consultancy services in all above mentioned areas.

3. To carry on the business of Software Development and to undertake IT enabled services like call Centre Management, Medical and legal transcription, Data processing, warehousing and database management and designing and dealing Computer Software, and to import, export, sell purchase or otherwise deal in Computer Software packages.
4. To carry on the business of dealing in computer hardware, Computer systems and Assemble Data processors, Programmed designs and to buy, sell or otherwise deal in such Hardware and Software packages and all types of tabulating machines, accounting machines, calculators, Computerised telecommunication Systems and Network, their components, spare parts, equipments and devices and to carry on the business of establishing, running and managing Institutions, Schools and academics for imparting education in Computer Technology.
5. To purchase or otherwise acquire or undertake or take over the whole or any part of the business, profession, goodwill, property, contracts, agreements, rights, privileges, effects and liabilities of any person, firm or company carrying on or proposing to carry on business, profession or activity which the LLP is authorised to carry on or possessed of property or rights, suitable for the business of the LLP and upon such terms and subject to such stipulations and conditions and at or for such price or consideration (if any) in money, share, debenture, money' worth or otherwise as may be deemed fit.
6. To sell, improve, alter, develop, manage, lease, mortgage, license, enfranchise, dispose off, turn to account or otherwise deal with all or any part of the assets, investments, undertakings, rights and effects of the LLP, in such manner and on such terms as the Designated Partners may think fit.
7. To undertake or participate in the formation, management, supervision or control of the business operations of any other company, LLP, firm or person having similar business.
8. To apply for, secure or acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise, and to exercise, carry out, and enjoy any charter, license, power,

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authority, franchise, concession, right or privilege, which any Government authority or any Corporation or other public body may be empowered to grant and to pay for it and contribute towards carrying on the same into effect.

9. To apply for, promote and obtain any statute order, regulation or other authorization or enactment which may seem calculated directly or indirectly to benefit the LLP and to oppose any bills, proceeding or applications which may seem calculated directly or indirectly to prejudice the LLP' s interest.
10. To apply for, purchase or otherwise acquire any patents, patent right, copyrights, trade marks, formulate licenses, concessions and the like or any secret or other information and pay for it.
11. To open Bank accounts of all kinds including overdraft accounts with bank or financial institutions and to operate the same.
12. To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and other negotiable or transferable instruments.
13. To adopt such means of making known and advertising the business of the LLP as may seem expedient.
14. To create any depreciation fund, reserve fund, sinking fund, provident fund, super-annuation fund or any other fund whether for depreciation or for repairing, improving, extending or maintaining any or the properties of the LLP or for redemption of debentures or redeemable preference shares, worker's welfare or for any other such purpose conducive to the interest of the LLP and it's employees.
15. To act as principal, agent, contractor, trustee or otherwise wither alone or in conjunction with others.
16. To guarantee the payment, unsecured or secure or payable under promissory notes, bonds, debentures, debenture- stock, contracts, mortgages, charges, obligations, instruments and securities of any Company or of any persons whomsoever whether incorporated or not incorporated, and generally to guarantee and become securities for the performance of any contracts or obligations.

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SCHEDULE – II**MATTERS TO BE DECIDED BY A UNANIMOUS RESOLUTION OF THE PARTNERS**


1. Induction of a new Partner and his/her Contribution and Profit Sharing Ratio;
2. Investment in Fixed/Movable Assets;
3. Investment in businesses other than as per the terms of this Agreement;
4. Raising of funds from third parties for financing the business;
5. Raising Debt/Loans for financing the Business;
6. Winding up of TRILOKESH CITY DEVELOPERS LLP;
7. Any Creation of debt security/guarantee that would increase the LLP's aggregate Indebtedness as decided mutually by and between the Designated Partners;
8. Any Transaction entered in to between with the related parties including variation to such transactions as previously approved by the Partner;
9. To make any loan or advance to, or acquire any stock or other securities of , any subsidiary or other corporation, partnership or other entity;
10. To make any loan or advance to an person, including any employee, except advances and similar expenditures in the ordinary course of business approved by the partners;
11. To encumber or transfer interest in the Partnership or do any other act which has the effect of undermining the beneficial/fiduciary rights and responsibilities of the Partners;
12. Business restructuring, re-organization and diversification, acquisitions, new investments, mergers, divestments, sale, transfer or amalgamation, assignment, lease or disposition in any manner of the assets otherwise than in the ordinary course of business including sale, assignment or transfer of intellectual property rights of TRILOKESH CITY DEVELOPERS LLP.
13. Changes to accounting year, accounting policies or tax policies, registered office procedures or practices or change of internal or statutory auditors of TRILOKESH CITY DEVELOPERS LLP;
14. Change in the corporate name of TRILOKESH CITY DEVELOPERS LLP.


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SCHEDULE – III**A. DEFINITIONS:**

- (i) **“Act” or “LLP Act”** means the LIMITED LIABILITY PARTNERSHIP ACT, 2008 and any statutory modifications/amendments thereof.
- (ii) **“Agreement”** shall mean this First Amended and Restated Limited Liability Partnership Agreement.
- (iii) **“TRILOKESH CITY DEVELOPERS LLP” or LLP** shall mean TRILOKESH CITY DEVELOPERS LLP.
- (iv) **“Business”** shall have the meaning ascribed to the term in Recital of this Agreement.
- (v) **“Contribution”** shall have the meaning ascribed to the term in clause 7 of this Agreement.
- (vi) **“Effective Date”** shall have the meaning ascribed to the term in clause 2 of this Agreement.
- (vii) **“Losses”** shall mean any deduction, expenditure or charge actually incurred by the **TRILOKESH CITY DEVELOPERS LLP** or which, because of Indian generally accepted accounting principles, must be deemed to have been incurred by the TRILOKESH CITY DEVELOPERS LLP.
- (viii) **“Profits”** shall have income or gain of whatsoever kind actually incurred by the TRILOKESH CITY DEVELOPERS LLP or which, because of Indian generally accepted accounting principles, must be deemed to have been incurred by the TRILOKESH CITY DEVELOPERS LLP.
- (ix) **“Profit Sharing Ratio”** shall have the meaning ascribed to the term in Clause 8.3 of this Agreement.
- (x) **“Rules”** means the Limited Liability Partnership Rules, 2009 and includes any statutory modifications/amendments thereof.

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B. INTERPRETATIONS:

In construing the Agreement:

- (i) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- (ii) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (iii) Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- (iv) References to Recitals, Sections, Clauses, Schedules are references to Recitals, Sections and Schedules of and to this Agreement;
- (v) Wherever the context so demands the references to a Party to this Agreement includes references to their heirs, legal representatives, nominees, administrators, executors, successors and/or permitted assigns/assignees (immediate or otherwise) of that Party and reference to agreements shall include reference to all the amendments thereto by whatever manner;
- (vi) Reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time and any rule or regulation promulgated there under; and
- (vii) The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.

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