

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

This AMENDED Agreement of Limited Liability Partnership is made at Ranchi, this 2nd Day of September, 2016 between SNEHLATA JOJO residing at 70, BESA TULUNDA, P.O. DUMIRTY, SINGHBHUM-833104, JHARKHAND, hereinafter referred to as the "the Retiring Partner" of the One Part

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And

XAVIER TIRKEY residing at S/o Late PREM TIRKEY, residing at SOLANKI CHOWK, NEAR RAJDHANI FURNITURE, HATIA, RANCHI-834003, JHARKHAND and RAVI HEMANT KHALKHO residing at S/o of Sri EDWARD KHALKHO, residing at TAM TAM TOLI LANE-2, KANTATOLI, RANCHI GPO, RANCHI-834001, JHARKHAND and JOHN TIRKEY residing at S/o of Late PREM TIRKEY, residing at SOLANKI CHOWK, NEAR RAJDHANI FURNITURE, HATIA, RANCHI-834003 JHARKHAND collectively hereinafter referred as the "Continuing Partners" of the Other Part.

Whereas

the parties hereto have been carrying on the business in Limited Liability Partnership (herein regerred as LLP) in the name AERO FLY INDUSTRIES & DEVELOPERS LLP (AAE-0025) 1938 ander the Limited Liability Partnership agreement date 10th APRIL, 2015.

whereas the Retiring Partner has given notice to the continuing Partners and LLP of his desire to retire from the said LLP as from the 14th day of August, 2016.

And

whereas accordingly, accounts have been made up of the assets subject to the debts and liabilities and of the profits earned till the said date and a sum of Rs.3,50,000.00/- is found to be due and payable to the Retiring Partner in lieu of his share.

And

whereas it is now proposed to execute this Deed of Retirement recording the terms and conditions of such retirement. Now therefore it is agreed between the parties hereto as follows:

 The Retiring Partner doth hereby retire and shall be deemed to have retired from the LLP as from the 14th day of AUGUST, 2016.

 As from the said date the Continuing Partners have been and will be entitled to continue to carry on the said business as limited liability partnership as may be agreed upon between them.

3. It is declared that except as hereinafter provided the Retiring Partner shall not have and he hereby releases all his share, right, title and interest in the business of the LLP, its assets including goodwill, all licenses and permits held by the LLP, its outstanding dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone.

4. The Retiring Partner confirms that as a result of accounts being taken a sum of Rs. 3,50,000.00/- is due and payable to him in lieu of his share, right, title and interest in the LLP business including its assets and goodwill and he has no other claim against the Continuing Partners in respect of the LLP.

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5. The contribution of AERO FLY INDUSTRIES & DEVELOPERS LLP by continuing partner shall be Rs 10,00,000.00/- (Rupees Ten Lakh only) which shall be contributed by the Partners in the following proportions:

XAVIER TIRKEY : 80% i.e. Rs. 8,00,000/- (Rupees Eight Lakh only)

RAVI HEMANT KHALKHO: 10% i.e. Rs. 1,00,000/- (Rupees One Lakh Only)

JOHN TIRKEY : 10% i.e. Rs. 1,00,000/-(Rupees One Lakh Only)

Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time

The Retiring Partner agrees and undertakes to execute any document as may be required to give complete effect to his retirement from the LLP.

The retirement of the Retiring Partner shall be notified to the Registrar and the Retiring Partner agrees to sign application etc., required for this purpose.

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8. The income tax payable by the LLP will be paid by the LLP and the Retiring Partner will pay the income tax on his income and other moneys received from the LLP as per the Income Tax Act.

In witness whereof the Partners have put their respective hands the day and year first hereinabove written.

Signed and delivered by the within named Retiring Partner SNEHLATA JOJO

AERO FLY INDUSTRIES & DEVELOPERS LLP
In the presence of (Witness A)

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RER HECKICUSTRIES & DEVELOPERS LLP
PS- Jagarnothe Pur
Dist-Ranchi Thurk Symptony

Signed and delivered by the within named Continuing

RAVIER TIRKEY RAVIER TURKEY
RAVI HEMANT KHALKHO THE TURKES LLP

JOHN TIRKEY

In the presence of (Witness B) Manjusha Tirkey

Add - Solanki Chowk

PO - HatiquUTHORISES S MATORY

88 Jagarmothpun

Dist - Ranchi Thankhand

E.7 SEP 2016

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