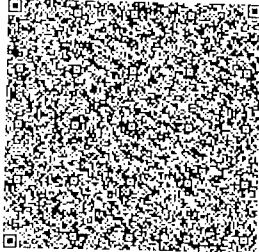


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH12733224892891Q
 Certificate Issued Date : 16-Nov-2018 02:20 PM
 Account Reference : SHCIL (FI)/jhshcil01/ BISTUPUR/ JH-ES
 Unique Doc. Reference : SUBIN-JHJHSHCIL0116930745245187Q
 Purchased by : ESTAMP JHARKHAND
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NU HORIZEN GALAXY LLP
 Second Party : NA
 Stamp Duty Paid By : NU HORIZEN GALAXY LLP
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



.....Please write or type below this line.....

NU-HORIZEN GALAXY LLP

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

THIS Agreement of LLP made at Jamshedpur, on this 17th Day of November, 2018.

BETWEEN
For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

Signed *[Signature]*
in my presence
Put L. T. I.
Advocate

Date:.....

0007819152

Statutory Alert

1. The details of the e-Stamp Certificate should be visited at www.dhatestamp.com. Any discrepancy in the detail on this Certificate and I.T.
 2. The e-Stamp Certificate is not valid for legal purposes, unless the details of the certificate are verified on the website of the Competent Authority.
 3. In case of any discrepancy, please inform the Competent Authority.

1. **Mr. Adarsh Kumar Agrawal**, S/o Late Shyam Sunder Agrawal, by Faith- Hindu, by Nationality- INDIAN residing at Dlx 61, Carnation Ashiana Gardens, Sonari, Jamshedpur-831011, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **CONTINUING PARTNER AND FIRST PARTY**, and
2. **Mr. Dharendra Prasad**, S/o. Ramadhar Prasad, by Faith- Hindu, by Nationality- INDIAN residing at Plot N0-203, Rameshwari Kunj, Kalpanapuri (W), Industrial Area, Adityapur, Sarakela Kharsawan, Jamshedpur-831013 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **INCOMING PARTNER AND SECOND PARTY**, and

AND

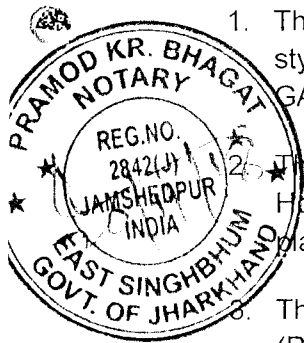
3. **M/s. CSN Developers Private Limited** incorporated under Companies Act, 1956 bearing CIN- U45400WB2010PTC149281 and having its Registered Office at 4 127 N. S. Road, 4th Floor, Room No.- 406 Kolkata-700001, and represented by **Mr. Dharendra Prasad**, Director of the company hereinafter called the **RETIRING PARTNER AND THIRD PARTY**

(THE FIRST & SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW all the Parties above intends to write down the terms and conditions of the said formation and

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

1. The re-constituted Limited Liability Partnership shall be carried on in the name and style of M/s. NU-HORIZEN GALAXY LLP and hereinafter called as NU-HORIZEN GALAXY LLP.
2. The NU-HORIZEN GALAXY LLP shall have its registered office at H. No.14, Circuit House Area (North), Road No.5, Jamshedpur-831001 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. The Old Contribution of the NU-HORIZEN GALAXY LLP was Rs. 1,000,000/- (Rupees Ten Lakhs only) which was contributed by the partners in the following proportions:



For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]
Signed **Rut L. J.**
In my presence
[Signature]
Advocate

Date:.....

Parties	Percentage (%) of Contribution	Amount (In Rs.)
Mr. Adarsh Kumar Agrawal (First Party)	90	9,00,000
M/s. CSN Developers Private Limited (Third Party)	10	10,000
Total	100	1,000,000

4. The re-constituted Contribution of the NU-HORIZEN GALAXY LLP remains same at Rs.1,000,000/- (Rupees Ten Lakhs only) which shall be contributed by the partners in the following proportions:

Parties	Percentage (%) of Contribution	Amount (In Rs.)
Mr. Adarsh Kumar Agrawal (First Party)	90	900,000
Mr. Dharendra Prasad (Second Party)	10	100,000
Total	100	1,000,000



The further Contribution if any required by the NU-HORIZEN GALAXY LLP shall be brought in by the partners in their profit sharing ratio, or as may be mutually decided between the partners.

As mutually agreed, the Partners shall contribute from time to time as and when required, an interest free capital as may be deemed necessary or expedient for efficiently carrying on the business of NU-HORIZEN GALAXY LLP.

- In the re-constituted agreement Mr. Dharendra Prasad has been included as a partner in the LLP and has brought his capital contribution of Rs.100,000/-(Rupees One Lakh).
- In the re-constituted agreement Third Party has filed their resignation and withdrawn their contribution with effect from 16th Day of November, 2018.
- In the re-constituted agreement Mr. Adarsh Kumar Agrawal and Mr. Dharendra Prasad will be the Designated Partner of the NU-HOROZEN GALAXY LLP.

[Signature]

For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]
Signed Put L. G. I.
In my presence
[Signature]
Advocate

Date:

8. The NU-HORIZEN GALAXY LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

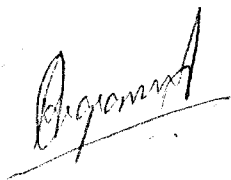
9. The business of the NU-HORIZEN GALAXY LLP shall be:

- a. To purchase, sell and otherwise to carry on the business such as builders, contractors, architects, engineers, Estate agents, decorators and surveyors. To purchase for resale and to trade in land and house and other immovable property of any nature or tenure and any interest therein, and to create, sell and deal in freehold and leasehold properties or any rights or interest therein.
- b. to purchase any movable or immovable property including industrial, commercial, residential, farm lands, plots, buildings, houses, apartments, flats, or any right or interest therein, either singly or jointly or in partnership with any person(s) or body corporate or partnership firm.
- c. to develop and construct residential, commercial complex(es) either singly or jointly or in partnership, comprising houses, flats, shops, offices, warehouses, hospitals etc for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).
- d. to divide the land into suitable plots and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, colonies, hospitals, shops, offices etc and to rent or sell the same and realize the consideration in lump sum or easy instalments or by hire purchase system or otherwise.

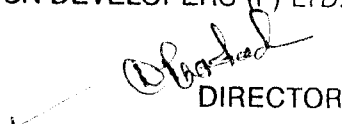
10. That the second party will ensure that the immovable properties purchased by the NU-HORIZEN GALAXY LLP shall be clear, marketable and free from all encumbrances. The first party will look after all financial decisions and is hereby authorized to do so.

11. The net profits of the NU-HORIZEN GALAXY LLP arrived at after providing for payment of remuneration to the working partners and interest to partners on the loan given by them shall be divided in the following proportions, irrespective of the capital account balances of the partners:

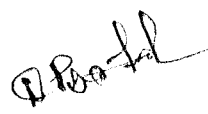
Adarsh Kumar Agrawal	75%
Dhirendra Prasad	25%



For CSN DEVELOPERS (P) LTD.



DIRECTOR



Signed / Put L.T.
In my presence

Advocate

Date:.....



12. The losses of the NU-HORIZEN GALAXY LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

Adarsh Kumar Agrawal	75%
Dhirendra Prasad	25%

Admission of New Partner

13. Any new partner shall not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the NU-HORIZEN GALAXY LLP.

14. The contribution of the partner may be tangible, intangible, moveable or immoveable property or any rights therein and the incoming partner shall bring minimum contribution as may be decided by existing partners, from time to time.

Rights of Partner

15. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said NU-HORIZEN GALAXY LLP in the proportion of their Contribution.

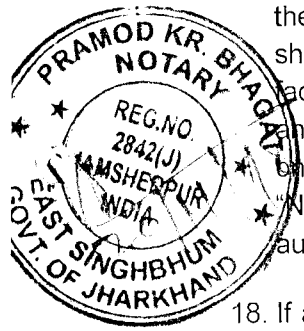
16. Every partner and their authorized representative has a right to have access to and to inspect and copy any books of the NU-HORIZEN GALAXY LLP.

17. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the NU-HORIZEN GALAXY LLP shall have no objection thereto provided that the said partner has intimated the said fact to the NU-HORIZEN GALAXY LLP before the start of the independent business and moreover he shall not use the name of the NU-HORIZEN GALAXY LLP to carry on the said business. The first party, however, has the exclusive rights on the word "NU-HORIZEN" for its commercial or otherwise use and/or to assign, delegate or authorize its usage to any other entity/person.

18. If any partner shall advance any sum of money to NU-HORIZEN GALAXY LLP over and above his due contribution to capital, the same shall be a debt due from the NU-HORIZEN GALAXY LLP to the partner advancing the same and may carry a simple interest upto 9% per annum as decided by the partners unanimously.

19. NU-HORIZEN GALAXY LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the NU-HORIZEN GALAXY LLP.

20. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the NU-HORIZEN GALAXY LLP shall be paid / But L.I. shall be paid in my presence



By: _____
Date: _____
Advocate

[Signature]

For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]

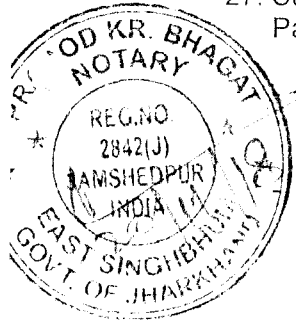
GALAXY LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the NU-HORIZEN GALAXY LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

21. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the NU-HORIZEN GALAXY LLP.

Duties of Partners

22. Each Partner shall be just and faithful to the other partners in all transactions relating to the NU-HORIZEN GALAXY LLP.
23. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
24. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the NU-HORIZEN GALAXY LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the NU-HORIZEN GALAXY LLP.
25. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
26. In case any of the Partners of the NU-HORIZEN GALAXY LLP desires to transfer or assign his interest or shares in the NU-HORIZEN GALAXY LLP he can transfer the same only with the consent of all the Partners.

27. Subject to clause 8 above, no Partner shall without the written consent of other Partners :-



- Engage or except for gross misconduct, dismiss any employee of the partnership.

Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the NU-HORIZEN GALAXY LLP.

- 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 partnership property or any part thereof may be seized.

signed
my presence
Put L. T. G.
Advocate

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.

Date:

Lend money or give credit on behalf of the NU-HORIZEN GALAXY LLP or to have any dealings with any persons, company or firm whom the other partner

Agreed

For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]

previously in writing has forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the NU-HORIZEN GALAXY LLP by the partner incurring the same.

- Compromise or compound or (except upon payment in full) release or discharge any debt due to the NU-HORIZEN GALAXY LLP except upon the written consent given by the other partner.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered

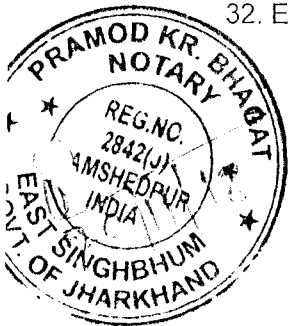
Meeting

28. The meeting of the Partners may be called by sending 5 days prior notice to all the partners at their residential address or in case of urgent meeting the same can be called by telephonic conversation also but then the notice requirement will be waived or ratified by all the Partners.
29. The matter discussed in the NU-HORIZEN GALAXY LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote. In case of a tie, a poll can be demanded to decide.
30. The meeting of Partners shall ordinarily be held at the registered office of the NU-HORIZEN GALAXY LLP or at any other place as per the convenience of partners.
31. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within 5 days of taking such decisions and are kept and maintained at the registered office of the NU-HORIZEN GALAXY LLP.

32. Each partner shall--

- I. Punctually pay and discharge their debts, dues and commitments or engagements and indemnify the other partner(s) and the NU-HORIZEN GALAXY LLP against the same and against all proceedings, costs, claims and demands in respect thereof.
- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the NU-HORIZEN GALAXY LLP business and they all shall be the working partners.

Indemnify the LLP and the other partner(s) of the consequences of any deed, act or conduct that such partner has done willingly or knowingly and due to which an unpleasant or loss making situation has arisen for the LLP or for the partner(s) or for both.



Signed / Put L.T. in my presence
Advocate

Date:.....

For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]

[Signature]

Duties of Designated Partner

- 33. The First and the Second Party shall act as the Designated Partner of the NU-HORIZEN GALAXY LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
- 34. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- 35. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- 36. Remuneration may be given to the Designated Partner for rendering of their services as may be decided by the consent of all the partners.
- 37. The NU-HORIZEN GALAXY LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the NU-HORIZEN GALAXY LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of Existing Partners

- 38. Partner may cease to be partner of the NU-HORIZEN GALAXY LLP by giving a notice in writing of not less than 30 days (More than 30) to the other partners of his intention to resign as partner.

No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of NU-HORIZEN GALAXY LLP with fraudulent purpose.

The NU-HORIZEN GALAXY LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of NU-HORIZEN GALAXY LLP

- 41. NU-HORIZEN GALAXY LLP is not bound by anything done by a partner in dealing with a person if—

signed in my presence
[Signature]
Advocate

the partner in fact has no authority to act for the NU-HORIZEN GALAXY LLP in doing a particular act; and

the person knows that he has no authority or does not know or believe him to be a partner of the NU-HORIZEN GALAXY LLP.

Date:.....

[Signature]

For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]



Miscellaneous Provisions

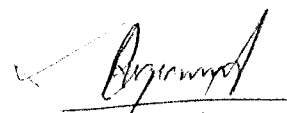
42. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
- I. in the ordinary and proper conduct of the business of the limited liability partnership; or
 - II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
43. The books of accounts of the firm shall be kept at the registered office of the NU-HORIZEN GALAXY LLP for the reference of all the partners.
44. The accounting year of the NU-HORIZEN GALAXY 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 NU-HORIZEN GALAXY LLP till 31st March of the subsequent year.
45. Name of the NU-HORIZEN GALAXY LLP can be changed with the consent of all the partners.
46. Auditors (s) of NU-HORIZEN GALAXY LLP can be removed only with the consent of all the partners.
47. Liability of the partners shall be limited only up to the amount of Capital Contribution or committed to be contributed.
48. All disputes between the partners or between the Partner and the NU-HORIZEN GALAXY LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).


IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

For and on behalf of

NU-HORIZEN GALAXY LLP

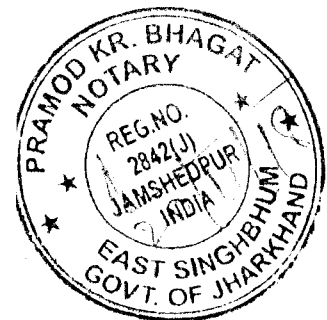

Adarsh Kumar Agrawal
(Partner)


Dharendra Prasad
(Partner)

Signed / Put L. To
In my presence


Advocate

Date:.....



For CSN DEVELOPERS (P) LTD.

[Signature]

DIRECTOR

Dhirendra Prasad, Director
CSN Developers Private Limited

Witness:

a) Name: Shalini Agarwal

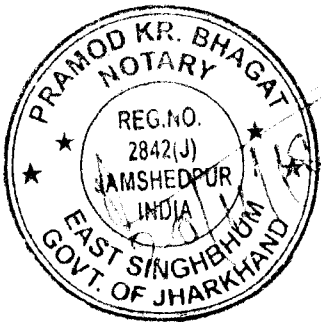
Address: H-1 C.H. Area, Jamshedpur - 831001

Signature: Shalini Agarwal

b) Name: Ruchi Bansal

Address: C-4 Area, Jamshedpur - 831001

Signature: Ruchi Bansal



[Signature]

[Signature]

Attested the signatures of the
Executant/Executants, who Signed/
Put L.T.I., in my Presence
..... Advocate
District Court,
Identified by him.

Signed Put L.T.I.
in my presence

[Signature]
Advocate

Date:.....

[Signature]
20/11/18
Pramod Kr. Bhagat
NOTARY
E.Singhbhum, JSR

SCHEDULE 1
ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE NU-HORIZEN
GALAXY LLP

(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

1. To acquire and undertake all or any part of the business, assets and liabilities of any person or company, carrying on the business which this LLP is authorized to carry on or the possess property suitable for the purposes of this LLP.
2. To take or otherwise acquire and hold shares in any other company having objects all together or in part similar to those of this LLP or carrying on any business capable of being conducted so as to, directly or indirectly, benefit this LLP.
3. Subject to the laws of India for the time being in force, to enter into partnership or into arrangement for sharing, units of interest, co-operation joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business and/or transactions capable of being carried on so as to, directly or indirectly, benefit this LLP and to take, own, subscribe, buy or otherwise acquire or hold shares or stocks in any such company/entity.
4. To carry or any other things conveniently carried or in connection with the above objects or calculated directly, or indirectly to enhance the value of or render profitable any of the LLP's property or rights or which it may be advisable to undertake with a view to improving, rendering valuables and turning to account any property real or personal belonging to the company or in which the company may be interested.
5. To adopt such means of making known the products and services as may seems expedient and particularly by advertising in the press, by circulars, by purchase and/or exhibition of works or art of interest by publication of books and periodicals and by granting prizes, reward and donations, but no donation shall be made to any political party or for any political purpose or cause.
6. To undertake and execute any trust, undertaking of which may seem to the LLP desirable either gratuitously or otherwise, subject to the provisions of LLP Act, 2008.
7. To appoint agent, sub-agent, distributors and dealers of the company in India or abroad for sale or distribution of goods/items/properties dealt or made or by this LLP.
8. To take on lease or in exchange, purchase, hire or otherwise acquire any movable or immovable property or any rights or privileges which the LLP may think necessary or convenient for the purpose of its business and in particular land, buildings, flats, any dwelling units, civil constructions, shops, offices, easements, machinery, plant and stock-in trade.



Put L.T. in my presence
Advocate

.....

[Signature]

For CSN DEVELOPERS (P) LTD.

[Signature]
DIRECTOR

[Signature]

9. To remunerate any person, firm or body corporate rendering services to the LLP either by paying commission or brokerage.
10. To enter into any arrangements with any government, administration or authorities, central, state, municipal, local or otherwise, public or quasi-public bodies that may seem conducive to the LLP's objects or any rights, privileges and concessions which the company may think fit, desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
11. To pay or reimburse, out of the funds of the LLP, all or any expenses incurred in connection with the promotion, formation establishment and incorporation of the LLP.
12. To lease or let out on hire, mortgage, pledge, sell, shift, or otherwise dispose of the whole or any part of the business or property of the company, whether together or in portion, for such consideration or in the case of gift without consideration, as the company may think fit.
13. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

(B) THE OTHER BUSINESS ARE:

- 1 To lease, take on lease, sublet, construct and maintain buildings, works and conveniences of all kind suitable for any of the purpose of the company and to construct and develop residential or industrial colonies or hotels, hostels, canteens, guesthouses for the general advancement of members, employees or general public.
- 2 To purchase/sell, acquire, build, construct, alter, operate, maintain, enlarge, equip, pull down, remove or replace and to work manage and control any buildings, offices, factories, mills, laboratories, shops, hospitals, machinery equipment, apparatus, engines, roadways, toll ways, reservoirs, watercourses, electric works and other works.
4. To purchase, acquire, subscribe shares in other companies or firms and to hold, mortgage, put as a security against loan and/or guarantee or to sell or otherwise dispose of the same as the company may deem fit in its interest.

SCHEDULE 2

**MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY A MAJORITY
IN NUMBER OF THE PARTNERS**

1. Starting of New Business.
2. Opening and operation of Bank Account.
3. Taking Loan.
4. Disposal of any assets of LLP.

[Signature]

For CSN DEVELOPERS (P)
[Signature]
DIRECTOR

[Signature]
Signed / Put L. T. I.
in my presence
[Signature]
Advocate
Date:.....

