

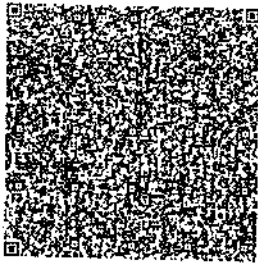


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH13687998507454R
 Certificate Issued Date : 09-Jan-2019 12:54 PM
 Account Reference : SHCIL (FI)/ Jhshcil01/ BISTUPUR/ JH-ES
 Unique Doc. Reference : SUBIN-JHJHSHCIL0117970595259025R
 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 : GOKULDHAM VATIKA LLP
 Second Party : NA
 Stamp Duty Paid By : GOKULDHAM VATIKA LLP
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



-----Please write or type below this line-----

GOKULDHAM VATIKA LLP

LLP RE-CONSTITUTED AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at Jamshedpur, on this 09th Day of January, 2019.

BETWEEN

[Signatures]
 MAA PURNIMA PRINTING & DIGITAL MARKETING
 Vansha Agarwal
 0007811830
 Vistara

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

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stamp.gov.in. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

1. Mr. Ankit Agrawal, S/o Arun Kumar Agrawal, by Faith- Hindu, by Nationality- INDIAN residing at M-42, New Dalma View Colony, Road No.7 Extension, 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 **EXISTING PARTNER AND FIRST PARTY**,

AND

2. Mr. Arun Kumar Agrawal, S/o Matadin Agrawal, by Faith- Hindu, by Nationality- INDIAN residing at M-42, New Dalma View Colony, Road No.7 Extension, 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 **EXISTING PARTNER AND SECOND PARTY**,

AND

3. M/s Maa Purnima Printers Private Limited incorporated under Companies Act, 1956 bearing CIN-U22219WB1994PTC065051 and having its Registered Office at 4, Synagogue Street, 9th Floor, Room No.903, Kolkata-700001, and represented by its duly authorized representative Mr. Rajendra Kumar Agrawal, its Director called the **EXISTING PARTNER AND THIRD PARTY**".

AND

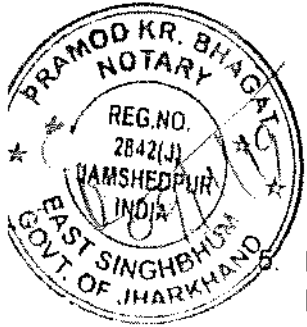
4. Mrs. Varsha Agarwal, W/o Vishnu Kumar Agarwal, by Faith- Hindu, by Nationality- INDIAN residing at 48, Golmuri Market, Golmuri, Jamshedpur-831003, which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees and hereinafter called the **INCOMING PARTNER AND FOURTH PARTY**,

AND

Mr. Vishnu Kumar Agarwal, S/o Sagar Mal Agarwal, by Faith- Hindu, by Nationality- INDIAN residing at 48, Golmuri Market, Golmuri, Jamshedpur-831003, 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 FIFTH PARTY**,

AND

6. Mr. Swapna Kumar Ghosh, S/o Late Mathur Chand Ghosh, resident of LD-2 8th Phase, Adarshnagar, Sonari, Jamshedpur-831011, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs,



Signed in my presence
Pul L. Ti.
Advocate
Date:.....

[Handwritten signatures and stamps]
MAA PURNIMA PRINTERS PVT. LTD
DIRECTOR
Varsha Agarwal
Vishnu Agarwal

successors, nominees and permitted assignees and hereinafter called the RETIRING PARTNER AND SIXTH PARTY.

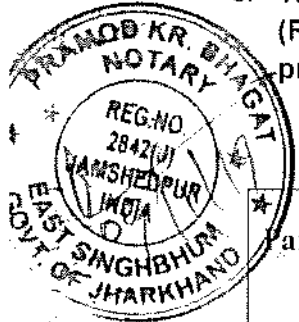
(ALL THE PARTIES ABOVE SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW all the Parties above are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they 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. GOKULDHAM VATIKA LLP and hereinafter called as GOKULDHAM VATIKA LLP.
2. The GV 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 GOKULDHAM VATIKA LLP was Rs. 1,00,000/- (Rupees One Lac only) which was contributed by the partners in the following proportions:

Parties	Percentage (%) of Contribution	Amount (In Rs.)
Ankit Agrawal (First Party)	10	10,000
Arun Kumar Agrawal (Second party)	10	10,000
Maa Purnima Printers Pvt. Ltd. (Third Party)	30	30,000
Swapna Kumar Ghosh (Sixth Party)	50	50,000
Total	100	100,000



Signed / Put L.T.I.
in my presence

Advocate

Date:.....

Ankit Agrawal
Arun Kumar Agrawal

MAA PURNIMA PRINTERS PVT. LTD.
[Signature]
DIRECTOR

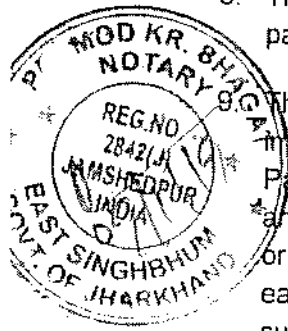
[Signature]
Vaasha Agarwal
[Signature]
Vishwanath

4. The re-constituted Contribution of the GOKULDHAM VATIKA LLP remains same to Rs.1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions:

Parties	Percentage (%) of Contribution	Amount (In Rs.)
Ankit Agrawal (First Party)	10	10,000
Arun Kumar Agrawal (Second party)	10	10,000
Maa Purnima Printers Pvt. Ltd. (Third Party)	30	30,000
Varsha Agarwal (Fourth Party)	25	25,000
Vishnu Kumar Agarwal (Fifth Party)	25	25,000
Total	100	100,000

5. In the re-constituted agreement the Fourth and Fifth party has brought contribution of Rs.25,000 /-(Rupees Twenty Five Thousand) each.
6. In the re-constituted agreement Sixth Party has filed his resignation and withdrawn his total contribution with effect from 08th January, 2019.
7. In the re-constituted agreement, Mr. Arun Kumar Agrawal and Mr. Ankit Agrawal will be the Designated Partner of the Gokuldham Vatika LLP.
8. The GV LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

The business of the GV LLP shall be the to purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s). To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses bungalows, business premises, and colonies and rent or sell the same and realize cost in lumpsum or easy installments or by hire purchase system and



Signed / Pvt. L. T. I.
in my presence
9/1/19
Advocate
Date:

[Signature]
[Signature]
MAA PURNIMA PRINTERS PVT. LTD
[Signature] DIRECTOR
[Signature] Varsha Agarwal
[Signature] Vishnu Kumar Agarwal

otherwise. 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 tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.

10. That the immovable properties purchased by the GV LLP shall be clear, marketable and free from all encumbrances.

11. The net profits of the GV 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 proportion:

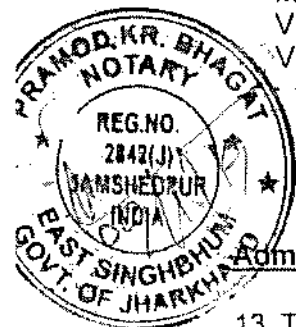
Ankit Agrawal	10%
Arun Kumar Agrawal	10%
Maa Purnima Printers Pvt. Ltd.	30%
Varsha Agarwal	25%
Vishnu Kumar Agarwal	25%

	100%

12. The losses of the GV LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportion:

Ankit Agrawal	10%
Arun Kumar Agrawal	10%
Maa Purnima Printers Pvt. Ltd.	30%
Varsha Agarwal	25%
Vishnu Kumar Agarwal	25%

	100%



Admission of New Partner

13. The 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 GV LLP.

14. The Contribution of the partner may be tangible, intangible, Moveable or immovable property and the incoming partner shall bring minimum contribution as decided by existing partners.

15. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards GV LLP.

Signed / Put in my presence
 Advocate
 Date:.....

[Signature]
 MAA PURNIMA PRINTERS PVT. LTD
 DIRECTOR

[Signature] Varsha Agarwal
[Signature] Vishnu Agarwal

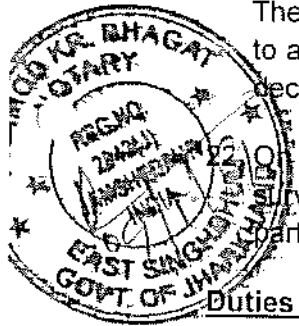
Rights of Partner

- 16. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said GV LLP in the proportion of their Contribution.
- 17. Every partner and their authorized representative has a right to have access to and to inspect and copy any books of the GV LLP.
- 18. 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 GV LLP shall have no objection thereto provided that the said partner has intimated the said fact to the GV LLP before the start of the independent business and moreover he shall not use the name of the GV LLP to carry on the said business.
- 19. If any partner shall advance any sum of money to GV LLP over and above his due contribution to capital, the same shall be a debt due from the GV 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.
- 20. GV LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the GV LLP.
- 21. 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 GV 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 GV 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.

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 GV LLP.

Duties of Partners

- 23. Each Partner shall be just and faithful to the other partners in all transactions relating to the GV LLP.
- 24. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- 25. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the GV LLP of any transaction concerning the limited



Agarwal

AKG

MAA PURNIMA PRINTERS PVT. LTD
PAg
DIRECTOR

Varsha Agarwal

Vishnu Ad...

Signed by T.I
in my presence

Advocate

Date:.....

liability partnership, or for any use by him of the property, name or any business connection of the GV LLP.

26. 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.

27. In case any of the Partners of the GV LLP desires to transfer or assign his interest or shares in the GV LLP he can transfer the same with the consent of all the Partners.

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

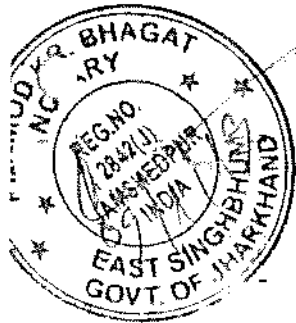
- Engage or except for gross misconduct, dismiss any employee of the partnership.
- Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the GV LLP.
- Enter into any bond or become sureties 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.
- 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.
- Engage directly or indirectly in any business competing with that of the limited liability partnership.
- Lend money or give credit on behalf of the GV 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. Any loss incurred through any breach of provisions shall be made good with the GV LLP by the partner incurring the same.

Compromise or compound or (except upon payment in full) release or discharge any debt due to the GV 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

29. The meeting of designated partners may be called by giving 5 days notice. In case if any urgent meeting is called the notice requirement is to be rectified by all the Partners.



Signed by Put L.T.I.
in my presence
Advocate
Date:.....

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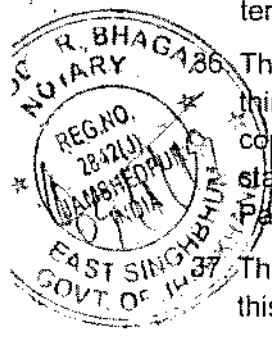
MAA PURNIMA PRINTERS PVT. LTD
[Signature]
DIRECTOR

[Signature] Varsha Agarwal
[Signature]

30. The matter discussed in the GV 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.
31. 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 but the notice requirement is to be rectified by all the Partners.
32. The meeting of Partners shall ordinarily be held at the registered office of the GV LLP or at any other place as per the convenience of partners.
33. 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 GV LLP.
34. Each partner shall--
 - I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the GV LLP assets against the same and 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 GV LLP business and they all shall be the working partners.

Duties of Designated Partner

35. The First and the Second Party shall act as the Designated Partner of the GV LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.



36. 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.

37. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

38. Remuneration may be given to the Designated Partner for rendering of their services as may be decided by the consent of all the partners.

39. The GV 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 partner

Signed & Delivered
 in my presence
 Advocate

Date:

[Handwritten signatures]

MAA PURNIMA PRINTERS PVT. LTD

[Handwritten signature]
DIRECTOR

[Handwritten signature]
Vascha Agarwal
[Handwritten signature]
Date:

and officers of the GV LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of Existing Partners

40. Partner may cease to be partner of the GV 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.
41. 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 GV LLP with fraudulent purpose.
42. The GV 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 GV LLP

43. GV LLP is not bound by anything done by a partner in dealing with a person if—
 - I. the partner in fact has no authority to act for the GV LLP in doing a particular act; and
 - II. the person knows that he has no authority or does not know or believe him to be a partner of the GV LLP.

Miscellaneous Provisions

44. 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.
45. The books of accounts of the firm shall be kept at the registered office of the GV LLP for the reference of all the partners.
46. The accounting year of the GV LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date commencement of this GV LLP till 31st March of the subsequent year.
47. Name of the GV LLP can be changed with the consent of all the partners.
48. Auditors (s) of GV LLP can be removed only with the consent of all the partners.



[Handwritten Signature]

[Handwritten Signature]

MAA PURNIMA PRINTERS PVT. LTD
[Handwritten Signature]
DIRECTOR

[Handwritten Signature] Anisha Agarwal
[Handwritten Signature] Atishankar

Signed / Put Seal
in my presence
Advocate
Date:

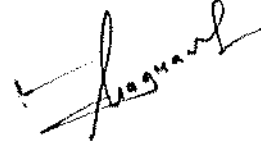
49. Liability of the partners shall be limited only up to the amount of Capital Contribution or committed to be contributed.
50. All disputes between the partners or between the Partner and the GV LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this 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

GOKULDHAM VATIKALLP



Ankit Agrawal

(Partner)



Arun Kumar Agrawal

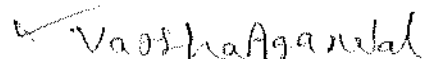
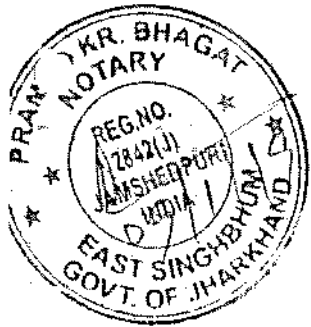
(Partner)

MAA PURNIMA PRINTERS PVT. LTD



DIRECTOR
Maa Purnima Printers Pvt. Ltd.

(Partner)



Varsha Agarwal

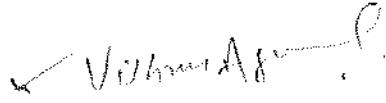
(Partner)

Signed / Put L.T.I.
in my presence



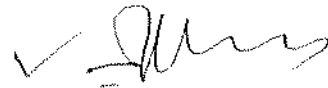
Advocate

Date:.....



Vishnu Kumar Agarwal

(Partner)



Swapna Kumar Ghosh

Witness:

a) Name: Komal Sharma

Address: Andresh Colony, Mango

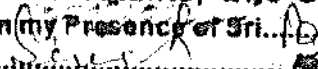
Signature: 


b) Name: Simran Agarwal


Address: 14, CH Area (Naseth)

Signature: 



Attested the signature of the Executant/Executants, who signed/ Put L.T.I., in my Presence of Sri.  Advocate District Court, Jamshedpur and also identified by him.


09/11/19
Pramod Kr. Bhagat
NOTARY
E. Singhbhum, JSR

Signed / Put L.T.I. in my presence

Advocate
Date:

SCHEDULE 1

ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE GOKULDHAM VATIKA LLP

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

1. To acquire and undertake all or any other part of the business, assets and liabilities of any person or company, carrying on the business which this LLP is authorized to carrying on or the possess property suitable for the purpose of the LLP.
2. To take or otherwise acquire and hold shares in other company having objects all together or in part similar to those of this company or carrying on any business capable of being conducted so as directly or indirectly to benefits this LLP.
3. Subject to this laws of India for the time being in force to enter into partnership or into arrangement for sharing profits union of interest, co-operation joint venture, reciprocal concession or otherwise any person or company carrying on or engaged or about to carry on or engage in any business and transaction capable of being carried on so as directly or indirectly to benefit this LLP and to take or otherwise acquire or hold shares or stocks in any company.
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 and may seems expedient and particularly by advertising in the press, by circulars, by purchase and exhibition of works and 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 ant trust, undertaking of which may seem to the LLP desirable and either gratuitously or otherwise subject to the provision 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 dealt or manufactured by the 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 particulars and land, buildings, easements, machinery, plant and stock-in trade.
9. To remunerate any person, firm or body corporate rendering services to the LLP either by paying commission or brokerage in cash.



[Handwritten signature]

[Handwritten signature]

MAA PURNIMA PRINTERS PVT. LTD
[Handwritten signature]
DIRECTOR

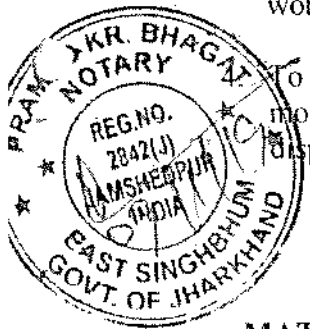
[Handwritten signature]
Anshika Agarwal
[Handwritten signature]

10. To enter into any arrangements with any governments 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 or 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.

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 off 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]

[Signature]

MAA PURNIMA PRINTERS PVT. LTD

[Signature]
DIRECTOR

Vassha Agarwal
[Signature]