



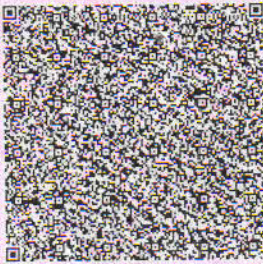
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL75056993937818P
Certificate Issued Date	: 26-Apr-2017 12:45 PM
Account Reference	: NONACC (BK)/ dl-corpbk/ CORP GUJRAN/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-CORPBK50719709654042P
Purchased by	: BSB INTERNATIONAL LLP
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BSB INTERNATIONAL LLP
Second Party	: NOT APPLICABLE
Stamp Duty Paid By	: BSB INTERNATIONAL LLP
Stamp Duty Amount(Rs.)	: 5,000 (Five Thousand only)



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

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

This Agreement of LLP is executed at Delhi on this 28th day of April 2017 among :-

1. Vaibhav Mittal S/O Vijay Kumar Mittal R/O House No, 338-L, Near Shivaji Stadium , Model Town , Panipat -132103(Haryana) (hereinafter called the FIRST PARTY)

Vaibhav Mittal
Shubham

Vishwa Bandhu

Mohit

UP 0000590810

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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2. Shubham Mittal S/o Arun Kumar Mittal R/o White Kothi, Bishan Sarup Colony, Panipat (hereinafter called the SECOND PARTY)
3. Vishwa Bandhu Gupta S/o Virender Kumar R/o 187/1, Brahmpuri, Sharda Road, Meerut City (hereinafter called the THIRD PARTY)

AND

4. Mohit Bandhu S/o Vishwa Bandhu Gupta R/o 187, Brahampuri, Sharda Road, Meerut (hereinafter called the FOURTH PARTY)

(ALL THE PARTIES TO THIS DEED SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS)

Whereas all the four Parties have formed a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS :

1. A Limited Liability Partnership shall be carried on in the name and style of M/s. BSB INTERNATIONAL LLP.
2. The BSB INTERNATIONAL LLP shall have its registered office at 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 Contribution of the BSB INTERNATIONAL LLP shall be Rs 1,25,00,000 (Rupees One Crore Twenty Five Lakhs only) which shall be contributed by the partners in the following proportions.

First Party 25 % of Rs 1,25,00,000 (Rupees Thirty One Lakhs Twenty Five Thousand only)

Second Party 25 % of Rs 1,25,00,000 (Rupees Thirty One Lakhs Twenty Five Thousand only)

Third Party 25 % of Rs 1,25,00,000 (Rupees Thirty One Lakhs Twenty Five Thousand only)

Shubham  *Vishwa Bandhu* *Mohit*
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Fourth Party 25 % of Rs 1,25,00,000 (Rupees Thirty One Lakhs Twenty Five Thousand only)

4. There shall have a common seal to be affixed on documents under the signature of any of the Designated Partners.
5. All the partners of the LLP shall also be Designated Partners of this LLP.
6. All the Partners shall share profits/losses of the BSB INTERNATIONAL LLP in proportion of their capital contribution.
7. The business of the LLP shall be of :-
 - a. Manufacturing and trading of all kinds of textile goods

Admission of New Partner

8. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
9. The Contribution of the partner may be tangible, intangible, moveable or immovable property and the incoming partner shall bring minimum contribution as decided by present partners.
10. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards LLP.

Rights of Partner

11. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution. It can be increased or decreased in future with the mutual understanding of all the parties. The parties shall make required capital available for the business in accordance with their needs or as they may mutually agree in this regard in partners' capital/current account. Capital will carry interest @10% per annum. However, if during any year, the profits of the firm are not sufficient to allow interest on capital at aforementioned rate of interest, partners may mutually agree to charge no interest or interest at a lower rate of interest.
12. Every partner has a right to have access to and to inspect and copy any books of the LLP.
13. 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 LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before

Signature

Shubham



Vishwa Bandhu

Mohit

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the start of the independent business and moreover he shall not use the name of this LLP to carry on the said business.

14. LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP.
15. 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 death of a partner his or her rights, title and interest in the partners herein any one of his or her heirs will be admitted as a partner of the 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.
16. 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 LLP.

Duties of Partners

17. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
18. 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.
19. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
20. In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
21. No partner shall without the written consent of the LLP,--

- I. Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- II. Lend money or give credit on behalf of the 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 LLP by the partner incurring the same.

Mitul Shubham



Vishwa Bandhu

Mohit

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- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share" in the LLP or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other partners.

Meeting

- 22. All the matters related to the LLP 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.
- 23. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
- 24. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.
- 25. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
- 26. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP
- 27. Each partner shall--
 - I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the 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 LLP business and they all shall be the working partners.

Duties of Designated Partner

All the Parties shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.



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28. 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.
29. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
30. That all the parties shall take active interest in the working of the firm. They will be entitled to a salary, as the parties may mutually agree from time to time.
31. The 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 LLP except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners

32. Partner may cease to be partner of the LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
33. 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 LLP with fraudulent purpose.
34. The 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 LLP

35. 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 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 LLP

Miscellaneous Provisions

36. 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



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II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

37. The books of accounts of the firm shall be kept at the registered office of the LLP for the reference of all the partners.
38. The accounting year of the 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 LLP till 31st March of the subsequent year.
39. It is expressly agreed that the bank account(s) of the LLP shall be operated jointly by two designated partners. First signatory will be any designated partner from the combination of first and second party. Similarly, second signatory will be any designated partner from the combination of third and fourth party.
40. That the LLP may borrow money/loan for the purpose of business of the LLP in the LLP's name, on the LLP's credit or against movable/immovable properties owned by LLP or any other person from any bank/financial institution (s).
41. All disputes between the partners or between the Partner(s) and the 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 BSB INTERNATIONAL LLP

(Designated Partner) *Shubham* (Designated Partner) *Vishwa Banderhu* (Designated Partner) *Mohit*

Witnesses:

a) Name: Vinay Aggarwal

Address: 1757, NHBC, Pampat, Haryana.

Signature: Vinay Aggarwal

b) Name: PIYUSH MITTAL

Address: 338-B, Model Town, Pampat, Haryana

Signature: [Signature]



ATTESTED

Notary, PAMPAT

25 MAY 2017

NOTARIAL REG.
Sr. No. 599