11-8/11 LLP.

महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ Y 055227

जोडपत्र - २

मुद्रांक विक्री वही, अनुक्रमांक 32122 दिनांक 12 JUL 2016

दस्ताचा प्रकार - P.Deed

दस्त नोंदणी करणार आहे का ? होय/नाही

मिळकतीचे योग्यच्यात वर्णन -

मुद्रांक विकत घेणाऱ्याचे नांव - Pankaj Mehta

हस्ते असल्यास त्यांचे नांव, पत्ता व सही - self

दुसऱ्या पक्षकाराचे नांव -

मुद्रांक शुल्क रक्कम - 100/500

मुद्रांक विक्रेत्याची सही-(नितिन य. मांजरेकर)

मुद्रांक विक्रीचे ठिकाण/पत्ता - गंगा झेरॉक्स/टायपिंग सेंटर

दुकान नं. २८, भवाडी मार्केट, कलेक्टर ऑफीस जवळ, ठाणे (प.)-६०१.

परवाना क्रमांक - 9200090

जा कारणासाठी दस्त करून देण्यात येत आहे ते दस्त ऐवजाचे प्रकार आहे.

दुय्यम निबंधक ठाणे ५

दस्त क्रमांक 5227/2016

नोंदणी केली.

दस्त हजर करणाऱ्याची सही

दुय्यम निबंधक/सह दुय्यम निबंधक

खजिना कोषागार कार्यालय, ठाणे.

14 JUL 2016

प्रमुख लिपीक/लिपीक

DIST. TREASURY OFFICE THANE

S. H. RAO B.A., LL.B. Dist. Mumbai & Thane Regd. No. 2957 NOTARY GOVT. OF INDIA 14-7-2016

LLP AGREEMENT

(As per Section 23 of LLP Act, 2008)

THIS Agreement of **JAI BHAWANI ORCHID INFRA LLP** made at **Mumbai**, on this 26 day of July, **2016**.

BETWEEN

1. **Mr. Chirag Shamji Gada (PAN: AGXPG7403J) S/o Shri Shamji Urmashi Gada, age 31 years,** residing at 703, **Mahaveer Milestone, Kolbad Road, Near Vikas Complex, Panchpakhadi, Thane (W), Thane - 400 601 (Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**, and

भारतीय गैर न्यायिक

legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ जोडपत्र - २ Y 055228

जिल्हा कोषागार कार्यालय, ठाणे.
12 JUL 2016
मुद्रांक प्रमुख लिपीक/लिपीक

मुद्रांक विक्री नोंदवही अनुक्रमांक 3312/23 दिनांक 12 JUL 2016
दस्तावा प्रकार - P.Deed
दस्त नोंदणी करण्यात आहे का ? होय/नाही
नियतकालीन घोषणापत्र क्रमांक - .....
मुद्रांक विक्रत घेणाऱ्याचे नांव - Pankaj Mehta
इतरे आसल्यास त्याचे नांव, पत्ता व सही - Self
दुसऱ्या पक्षकाराचे नांव - .....
मुद्रांक शुल्क रक्कम - 100/500
मुद्रांक विक्रेत्याची सही-(नितिन ट. भांजरेकर).....
मुद्रांक विक्रीचे ठिकाण/पत्ता - मंगा झेरॉक्स/टायपिंग सेंटर
दुकान नं. ३४, शास्त्री मार्केट, कलेक्टर ऑफीस जवळ, ठाणे (प.)-६०१.
परवाना मुद्रांक क्रमांक - २२०१-१७
उक्त मजकूर ... मुद्रांक करारनामा आहे.

S. H. RAO B.A., LL.B. Dist. Mumbai & Thane Regd. No. 2957 GOVT. OF INDIA NOTARY

2016

2. **Mr. Jignesh Maganlal Gada (PAN: ALXPG4527E) S/o Shri Maganlal Gada, age 29 years,** residing at Room no. 5, First Floor, Santoshi Building, Kumbhar Ali, Kalwa, Thane - 400605 **(Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY,** and

3. **Mr. Pankaj Sureshkumar Mehta (PAN: AGVPM5706A) S/o Shri Sureshkumar Laxmichand Mehta, age 38 years,** residing at **202,Vagad apt. opp. ahilyadevi garden, joshi wada, charai, Thane 400601 (Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PARTY,** and

4. **Mr. Ajitkumar Madanraj Chopda (PAN: AAYPC7913J) S/o Madanraj Kapoor Chand Chopda, age 39 years,** residing at **Room no. 701, Vastu Shilp, Kabad Ali, Edulji Road, Charai, Thane - 400601 (Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FOURTH PARTY,**

5. **Mr. Satish Kiranraj Punamiya (PAN: AEXPP4600G) S/o Shri Kiranraj Kundanmal Punamiya, age 38 years,** residing at **Room no. 7, Amardeep Building, Dada Patil Vadi, Gokhle Road, Opp. Gavdevi Temple, Naupada, Thane – 400 602 (Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIFTH PARTY**, and

6. **Mr. Vinod Balaram Salvi (PAN: BUNPS5728K) S/o Shri Balaram Nathu Salvi, age 40 years,** residing **Flat no. 106, Sadguru Apartment, Manisha Nagar gate no.1, Thane – 400 605 (Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the the **SIXTH PARTY, and**

7. **Mr. Mahesh Jagannath Salvi (PAN: AVUPS9919F) S/o Shri Jagannath Kashinath Salvi, age 43 years,** residing at **403, Jainam Arcade, Station Road, Kalwa (West), Thane – 400 605 (Maharashtra)** which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SEVENTH PARTY,**

BOTH THE FIRST PARTY & FIFTH PARTY SHALL BE DESIGNATED PARTNERS

(ALL THE PARTIES FROM THE FIRST PARTY TO SEVENTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the abovementioned PARTIES have mutually agreed to carry on the business as mentioned in clause 2 or any other business in any other manner as may be decided by all the Partners.

Incorporation

All the parties from the First Party to Seventh Party wish to convert their previous Partnership Jai Bhawani Developers (hereinafter known as Previous Partnership), into a new Limited Liability Partnership in accordance with the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

Designated partners have filed such forms as may be required along with requisite fees to incorporate LLP in accordance with LLP Act, 2008 and LLP Rules, 2009.
The ROC has registered the conversion of Partnership Jai Bhawani Developers into Limited Liability Partnership under the name and style Jai Bhawani Orchid Infra LLP on 27/06/2016 and issued the incorporation certificate with seal.
The LLP certificate of registration shall be kept at the Registered Office.
On incorporation of the LLP the Previous Partnership will be dissolved on the same date in accordance with the terms of the partnership agreement of the Previous Partnership.
All the assets and liabilities of the Previous Partnership shall be transferred to the LLP. The LLP will assume and perform all outstanding obligations incurred by the Previous Partnership and fully indemnify the previous partners for all liabilities incurred when acting as partners.
Where legal title to an asset is held by the partners of the Previous Partnership it will be transferred to those same partners once they become Partners of the LLP.

Definitions:

1. The Act and the said Act shall mean the Limited Liability Partnership Act, 2008

2. The Rules and the said Rules shall mean the Limited Liability Partnership Rules, 2009

3. The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement.

4. Designated Partners - Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008

5. Partners – Partners are those who are admitted to Jai Bhawani Orchid Infra LLP with the mutual consent of the Designated Partners and include the Designated Partner.

6. Contribution – Contribution means the amount brought in by the partners of Jai Bhawani Orchid Infra LLP.

7. Profit Sharing Ratio – Profit sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP, and is more specifically described in Clause 6 of this Agreement.

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

A Limited Liability Partnership shall be carried on in the name and style of 'JAI BHAWANI ORCHID INFRA LLP.' [hereinafter referred to as 'JBOI LLP' or 'the LLP'].

JBOI LLP shall have its Registered Office at Shop no. 5, Karmpushp, Apartment, J. S. Road, Bhandar Ali, Thane – 400 601 (Maharashtra) and administrative office at Orchid Jewel Complex, Near Jai Mata Di Compound, Gala no. Q55, Kalher, Thane – 421302 and/or at such other place or places, as shall be agreed to by the majority of the Partners from time to time.

2. The business of the JBOI LLP shall be that of:

   a. To carry on the business of builders, developers, contractors, sub-contractors, to build, construct, develop, work, control and/or manage any buildings or brokerage or commission on dealing of real estate and related transactions.

   b. To invest deal with the money of the LLP not immediately required in such manner as the Partners may mutually agree and deem fit to attainment of main objects of partnership and/or such other investment as may be mutually decided by the partners from time to time and/or

   c. Such other business as may be mutually decided by the parties from time to time.

3. The Fixed Capital of the LLP is Rs. 70,000/- (Rupees Seventy Thousand Only) and the same shall be equally contributed by all the Partners. The fixed Capital shall be credited to the Capital Accounts of the respective Partners.

4. Any additional capital required by the LLP shall be contributed by the partners in such proportion as may be mutually agreed upon and the said additional capital shall be credited to the Current Account of respective Partners.

5. The JBOI LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Partners.

6. **Profit Sharing Ratio**

All the Partners are entitled to share Profit and Losses in the following ratio:

Sr. No.	Name of Partners	% of Profit/Loss
1	Shri. Chirag Shamji Gada	13%
2	Shri. Jignesh Maganlal Gada	12%
3	Shri. Pankaj Suresh Mehta	17%
4	Shri. Ajitkumar Madanraj Chopda	17%
5	Shri. Satish Kiranraj Punamiya	16%
6	Shri. Vinod Balram Salvi	10%
7	Shri. Mahesh Jaggannath Salvi	15%
	Total	100%

7. The partners shall be entitled to interest @ 12% p.a. on credit balance in their Current Account. Similarly, they will be charged interest @ 12% p.a. on debit balance in their Current Account.

8. The partners shall be entitled to interest on loans and advances to the firm at such rate as may be mutually agreed upon from time to time.

9. **Remuneration to Partners**

All the parties of the parts have agreed to actively devote their time and attention in the conduct of the business of the LLP. It is hereby agreed that in consideration of the parties of the all parts actively devoting the time and attention to the business of the partnership they shall be entitled to draw yearly remuneration as under:-

i) The yearly remuneration payable for each accounting year shall be calculated in the following manner as per Section 40(b) (v) of the Income Tax Act, 1961:

a)	On the first Rs.3,00,000/- of the book profit or in the case of a loss.	Rs.1,50,000/- or at the rate of 90% of the book profit
b)	On the balance of the book profit	at the rate 60%

ii) For the purpose For the purpose of this clause the expression book profit as defined in Explanation 3 sec.40 (b) of the Income Tax Act 1961 or any statutory modification or re-enactment thereof for the time being in force.

iii) The above partners will be entitled to draw minimum remuneration in the accounting year in which the partnership has made inadequate profits or suffered losses on the basis of the calculation referred to in (ii) above is Rs.50,000/-.

10. Partners shall be entitled to withdraw such amount out of their Current account balance as may be mutually agreed upon.

11. The JBOI LLP may open a banking account with any bank as the partners may mutually agree upon from time to time and the same shall be operated by two partners and jointly signed by the:

    a) Any one of the parties of the First or Second, parts and

    b) Any one of the parties of Third, Fourth or Fifth parts

12. The Partnership may open a Demat account with any Depository Participant as the Partners may mutually agree upon from time to time and the same shall be operated by Partners jointly as may be mutually agreed upon.

13. The JBOI LLP shall borrow any money from any Bank, Financial Institution or Private Parties of business of the firm and on such terms as may be agreed upon by the partners and such lenders.

Admission of New Partner

14. No Person shall 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 JBOI LLP.

15. The Contribution of the partner may be tangible, intangible, moveable or immoveable property and the contribution of an incoming partner will be mutually decided by all the existing partners.

16. The Profit & Loss sharing ratio of the incoming partner will be as per ratio mutually agreed between the partners.

Rights of Partner

17. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said JBOI LLP in the proportion of their Contribution.

18. Every partner has a right to have access to and to inspect and to take copy of any books of the JBOI LLP.

19. 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 JBOI LLP shall have no objection thereto provided that :

a) The said partner has intimated the said fact to the JBOI LLP before the start of the independent business, and

b) Moreover he shall not use the name of the JBOI LLP to carry on the said business.

20 JBOI LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the JBOI LLP.

21. If any partner is desirous of retiring from the partnership, he shall be entitled to do so by giving three months notice in writing to the other partner of his intention to retire and from the expiration of such notice his interest in the partnership shall cease and the business shall be continued by the remaining partners.

On such retirement accumulated profit accrued and credited in the capital account of the retiring partner till the date of retirement, will be withheld by the partnership firm till

the date of completion of the ongoing project. Remaining credit/debit balance in current account (excluding accumulated profit) will be released/ recovered at the time of retirement. The retiring partner will not be entitled for any share of profit, remuneration & interest on capital from the date of retirement.

22. If any partner shall die during the continuance of the partnership the share of deceased partner in the partnership business shall be determined as in the case of a retiring partner provided in the Clause 21 and shall be paid to his legal representatives.

23. In case of any partner becoming insolvent during the continuance of partnership, his share shall devolve upon the remaining partners who shall pay the amount, which may be found due to such insolvent partner on taking proper accounts to the official assignee or receiver of the insolvent partner.

24. The following are the additional powers and responsibilities of all the Partners

a) To retain any existing Auditors for the following accounting period;
b) To appoint new Auditors;
c) To remove any existing Auditors from their office;
d) The power to agree to the rate of remuneration for any Auditors.
e) At the end of each accounting period a Statement of Profit and Loss and Balance Sheet shall be prepared and audited in accordance with all relevant financial reporting standards, including the disclosure of Partner's interests in the LLP and further notes or information and in a format as required by the Act.
f) The Partners shall meet and approve the accounts, in accordance with the Act.
g) After approval, the accounts will become binding upon all Partners.
h) After approval, each Partner will receive a copy of the accounts in accordance with the Act.

Duties of Partners

25. 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.

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. Each partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any partner or his legal representatives.

28. In case any of the Partners of the JBOI LLP desires to transfer or assign his interest or shares in the JBOI LLP he has to offer the same to the remaining partners by giving 15 days notice.

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

30. The JBOI 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 JBOI LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

31. No partner shall without the written consent of the JBOI LLP,-

a) Employ any money, goods or effects of the JBOI LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the JBOI LLP.

b) Lend money or give credit on behalf of the JBOI 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 JBOI LLP by the partner incurring the same.

c) 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 JBOI LLP property or any part thereof may be seized.

d) Assign, mortgage or charge his or her share in the JBOI LLP or any asset or property thereof or make any other person a partner therein.

e) Compromise or compound or (except upon payment in full) release or discharge any debt due to the JBOI LLP except upon the written consent given by the other partner.

Any partner committing breach of any of the foregoing stipulations shall indemnify the other partners against losses and expenses on account thereof.

Meeting

32. All the matters related to the JBOI LLP as mentioned in Schedule I to this agreement 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.

33. 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 JBOI LLP. In case any partner is out of town, 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.

34. The meeting of Partners shall ordinarily be held at the registered office of the JBOI LLP or at any other place as mutually agreed between the partners.

35. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

36. Every decision taken by the partners in their meeting is to be recorded in the minutes within thirty days of taking such decisions and is to be kept and maintained at the registered office of the JBOI LLP.

37. Each partner shall--

a) Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the JBOI LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

b) Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the JBOI LLP business and they all shall be the working partners.

Duties of Designated Partner

38. The Parties of the First Part and the Fifth Part shall act as the Designated Partner of the JBOI LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.

39. 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.

Cessation of existing Partners

40. Partner may cease to be partner of the JBOI LLP by giving a notice in writing of not less than three months 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 JBOI LLP with fraudulent purpose.

42. On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly with others or in proprietorship in the same or different name as mutually decided.

43. The JBOI LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability of JBOI LLP

44. JBOI LLP is not bound by anything done by a partner in dealing with a person if—

a) the partner in fact has no authority to act for the JBOI LLP in doing a particular act and

b) the person knows that he has no authority or does not know or believe him to be a partner of JBOI LLP.

Miscellaneous Provisions

45. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

a. in the ordinary and proper conduct of the business of the limited liability partnership; or

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

46. The books of accounts shall be kept at the administrative office of the JBOI LLP for the reference of all the partners.

Alteration or Amendment

47. No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of para 8 of the First Schedule to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

Arbitration:

48. The parties shall, at the first instance, endeavor to amicably settle any difference or dispute that may arise out of, or in connection with the LLP arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time.

Should the conversation and negotiations referred to in clause (a) fail to succeed any dispute arising out of or connected with this LLP Agreement, whatsoever which shall either during the partnership or after the termination thereof arise between the partners or their respective representatives or between any partner and the representative of the

other partner touching these presents or the construction or application thereof or any clause or thing herein contained or any account, valuation, division, debts or liabilities to be made hereunder or as to any act, deed or omission of any partner or as to any other matter in any way relating to the partnership business or the affairs thereof or the rights, duties, liabilities of any person under these presents shall be referred to a single arbitrator in case the parties agreed upon one, otherwise one to be appointed by each party to the difference, in accordance with and subject to the provisions of the Indian Arbitration and conciliation Act, 1996, or any statutory modifications or re-enactment thereof for the time being in force and the award of such arbitrator or arbitrators or the Umpire, as the case may be, shall be binding on all the parties to the said dispute.

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

Signed and delivered by the Partners of:

"Jal Bhawani Orchid Infra LLP"

Mr. [illegible]ng Shamji Gada - (Designated Partner)

Mr. Jignesh Maganlal Gada - (Partner)

Mr. Pankaj Suresh Mehta - (Partner)

Mr. Ajitkumar Madanraj Chopda- (Partner)

Mr. Satish Kiranraj Punammiya- (Designated Partner)

Mr. Vinod Balaram Salvi - (Partner)

Mr. Mahesh Jagannath Salvi - (Partner).

Witness:

a) Name: Rupali Sadanand Sawai

Address: Kalwa, Thane

Signature: RSawai

b) Name: Avinash Anil Khandagale

Address: Kalwa, Thane

Signature: A.A.Khandagale

c) Name: Dhaval Bharat Mota.

Address: kalwa, Thane.

Signature: Dhaval

d) Name: Ramanand Jagat Komre.

Address: kalher, Bhiwandi.

Signature: Ramanand Komre

e) Name: Genuram Kapurji Prajapati.

Address: Thane.

Signature: Genuram

BEFORE ME

Mrs. Surinder H. Rao
Advocate & Notary (Govt. of India)
Sai Co... ...rd Floor, Flat No. 4,
Opp. Sur... ...ce & Poha Mill,
Above K.G. Ve... ...ge Masala Factory,
Mahagiri, Thane (W) - 400 601.

NOTED & REGISTERED
SR. No. 4077 /2016
Date : 28/JUL/2016

28 JUL 2016

SCHEDULE I

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF JAI BHAWANI ORCHID INFRA LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Partners and shall require the affirmative vote of all the Partners either at a duly constituted meeting of the Partners or by circular resolution, viz.,

a) Increase or reduction in contribution.

b) Increase / Decrease or removal of Designated Partners or change in working Designated Partners.

c) Alteration of LLP Agreement.

d) Modification in the right of Designated Partners.

e) Placing of the LLP in Voluntary dissolution or liquidation.

f) Amalgamation or merger of the LLP with other business or LLP.

g) Declaration of dividend and its quantum, and other appropriations of profits.

h) Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by the LLP before the expiration of the term of lease or License.

i) Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.

j) Sale or Assignment of goodwill of the LLP.

k) Opening / closing of bank account / s and modifying mandate for operation of such account / s.

l) The approval of the annual financial, economic and investment plan as well as profit planning.

m) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.

NOTARY S. H. RAO B.A., LL.B. Dist. Mumbai & Thane Regd. No. 2957 GOVT. OF INDIA

MINUTES OF MEETING OF THE PARTNERS

OF

JAI BHAWANI ORCHID INFRA LLP

Minutes of Meeting of the partners of Jai Bhawani Orchid Infra LLP held at 11:00 am on 20/12/2018 at Shop no. 5, Karmpusph Apartment, J. S. Road, Bhandar Aali, Thane – 400601, Maharashtra, the registered office of the LLP.

Present:

1.	Mr. Chirag Shamji Gada	Designated Partner
2.	Mr. Jignesh Maganlal Gada	Partner
3.	Mr. Pankaj Sureshkumar Mehta	Partner
4.	Mr. Ajitkumar Madanraj Chopda	Partner
5.	Mr. Satish Kiranraj Punamiya	Designated Partner
6.	Mr. Vinod Balaram Salvi	Partner
7.	Mr. Mahesh Jagannath Salvi	Partner

By Invitation:

Mr. Suresh G. Kothari	Chartered Accountant

Item No. 1: Appointment of Chairman

"Resolved that Mr. Ajitkumar Madanraj Chopda, Partner be and is hereby appointed as a Chairman to preside over the Partners meetings of Jai Bhawani Orchid Infra LLP.

Item No. 2: Change of Registered office address:

The Chairman of the Partners meeting has proposed to Change the Registered Office of the LLP within the District of Thane and also within the State of Maharashtra from Shop no. 5, Karmpusph Apartment, J. S. Road, Bhandar Aali, Thane – 400601, Maharashtra, to

" Vivantas Bliss Near Gala No.U 46, Jai Mata Di Compound, Kalher, Dist Thane – 421302, Maharashtra"

The aforesaid proposal for Change in Registered Office was unanimously accepted by all the Partners and passed the following resolution in the Partners meeting:-

"**RESOLVED THAT** pursuant to the provisions of Section 13 of the Limited Liability Partnership Act, 2008 read with Rule 17 of LLP (Incorporation of LLP) Rules, 2009 and other applicable provisions, if any, of the Limited Liability Partnership Act, 2008 and Clause 1 of the LLP Agreement dated 26th July 2016, it is hereby accorded to shift the registered office of the LLP from Shop no. 5, Karmpusph Apartment, J. S. Road, Bhandar Aali, Thane – 400601, Maharashtra, to Vivantas Bliss Near Gala No. U 46, Jai Mata Di Compound, Kalher, Dist Thane– 421302, Maharashtra w.e.f. 20/12/2018 as agreed upon by the partner(s) of the LLP."

"**FURTHER RESOLVED THAT** the relevant clause no.1 of the LLP Agreement dated 26th July, 2016 to be amended in order to give effect to the above resolution and read as follows:-

1. A Limited Liability Partnership shall be carried on in the name and style of 'JAI **BHAWANI ORCHID INFRA LLP' [hereinafter referred to as 'JBOI LLP' or 'The LLP'].**

JBOI LLP shall have its Registered office of the LLP is at **Vivantas Bliss Near Gala No. 46, Jai Mata Di Compound, Kalher, Dist Thane– 421302 (Maharashtra)** and/or at such other place or places as shall be agreed to by the majority of the partners from time to time."

"**FURTHER RESOLVED THAT** Mr. Mr. Chirag Shamji Gada or Mr. Satish Kiranraj Punamiya designated partner be and is hereby authorized to sign necessary documents, forms, do necessary filings with the Registrar of Companies and to do any such acts and deeds that may be necessary in this regard."

Date: 20/12/2018

Place: Thane

For Jai Bhawani Orchid Infra LLP

Mr. Ajitkumar Madanraj Chopda
Chairman
(Signature)