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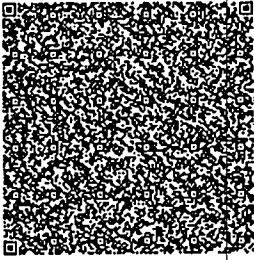
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Description of Document : Article 5 General Agreement
Property Description : NA
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LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

FERMIUM CONSTRUCTIONS LLP

DATE OF AGREEMENT; PARTIES

This Limited Liability Partnership Agreement (the "Agreement"), dated as of 21-12-2012, is among the following parties (the "Partners"):

1. Mr. Ajit Kumar Tripathi S/o Mr. Kaladhar Tripathi residing at 69/1/9, D H Rd, Kolkata, West Bengal, India – 700038 and
2. Mr. Sujit Kumar Tripathi S/o Mr. Kaladhar Tripathi residing at H No -214 B 2 Nd Floor Street No-3 Govind Puri Kalkaji Nr Nathu Sweets New Delhi Delhi India - 110019

STATEMENT OF BACKGROUND

- A. The Partners incorporated FERMUM CONSTRUCTIONS LLP, on 14 December 2012, LLP Registration Number AAB-2595 under the provisions of Limited Liability Partnership Act, 2008 (the "LLP Act"), by subscribing incorporation document in Form 2.
- B. The registered office of the LLP shall be situated in the state of New Delhi.
- C. The principal activity of the LLP are 1. LLP shall carry on the business of real estate, buying, selling, resale of land, building, properties, commission agent, construction, contract works, infrastructure development in India or elsewhere in the world. 2. LLP shall carry on the business of all kinds of services like telecom services, civil maintenance and services, electrical maintenance and services, contract works in India or elsewhere in the world. 3. Software development, IT solutions, software and IT products development, software services, web development, web hosting, information technology enabled services in India or elsewhere in the world. 4. Hospitality services, hotels and restaurants, tours and travels, transportation, ticket reservation, hotel booking, package tours in India or elsewhere in the world. 5. Import, export, marketing, sales, trading, distribution of all kind of goods and products including electronic products and components, electrical product and components, food product and food materials, readymade dress, cloths, engineering goods in India or elsewhere in the world. 6. Event management, advertisement, brand promotion, product development, exhibitions in India or elsewhere in the world.
- D. This Agreement sets forth the agreement of the parties about their respective rights and duties as parties to the Agreement and about the business and internal affairs of the LLP.

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TERMS AND CONDITIONS

The parties, intending to be legally bound, agree as follows:

Section 1 INTRODUCTORY PROVISIONS CONCERNING THE LLP

1.1 INTERPRETATION

- (a) This Agreement shall be interpreted in accordance with EXHIBIT A.
- (b) Reference to a statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted.
- (c) Words denoting the singular number include the plural and vice versa.
- (d) Unless the context otherwise requires, a reference to any section, sub-section, paragraph or Exhibit is to a section, sub-section, paragraph or Exhibit of or to this Agreement.
- (e) The headings in this document are inserted for convenience only and shall not affect the constitution or interpretation of this Agreement.
- (f) Reference to a partner, disassociated partner or former partner (where the context admits) includes a reference to his or her personal representatives, estate, receiver or trustee in bankruptcy.

1.2 LLP'S NAME

The name of the LLP is FERMUM CONSTRUCTIONS LLP and with the affirmative vote of all partners and subject to compliance with provision of LLP Act and rules and regulations made there under, the LLP may change name of the LLP.

1.3 IDENTIFICATION OF INITIAL PARTNERS; ADMISSION OF ADDITIONAL PARTNERS

- a) The initial partners shall be the parties to this agreement.
- b) Additional Partners shall be added to the LLP only in accordance with Sections 9 and 10 (concerning, respectively, grants and transfers of Partnership rights).
- c) Specific functions and designation of a partner of the LLP are as set forth in Exhibit B



1.4 ENTITY STATUS OF LLP; OWNERSHIP OF LLP ASSETS

The LLP shall be a legal entity separate and distinct from its Partners. The LLP shall own all of its assets in its own name and neither Partner shall have any direct interest in those assets.

1.5 LLP'S PRINCIPAL BUSINESS ACTIVITIES.

The LLP's principal purpose shall be as set forth above and as given. The LLP may also pursue any other business activities permitted by law and approved by affirmative vote of all partners and subject to compliance with provision of LLP Act and rules and regulations made thereunder.

1.6 LLP'S POWERS.

In pursuing its lawful purposes, the LLP shall have the power to do all things that LLPs are permitted to do under the LLP Act.

1.7 LLP'S DURATION

The duration of the LLP shall be indefinite and shall terminate only upon winding up in accordance with LLP Act.

1.8 LLP'S REGISTERED OFFICE

The LLP's registered office shall be as set forth in the Incorporation certificate. The LLP may change its registered office by affirmative vote of all partners and subject to compliance with provision of LLP Act and rules and regulations made thereunder.

1.9 RESERVATION OF LLP'S MANAGEMENT

The management of the LLP shall be reserved to the Partners.


1.10 LIMITED LIABILITY OF PARTNERS

No Partner shall be personally obligated to any third party for any debt, obligation or liability of the LLP solely because of being a Partner.

1.11 LLP'S ANNUAL ACCOUNTING PERIOD

The LLP's annual accounting period for financial and tax purposes shall be the financial year defined in the LLP Act.

1.12 LLP'S ACCOUNTING METHOD

- a) Indian Accounting Standards and Income Tax Definitions, Etc. In computing its income, deductions and other tax and financial matters, the LLP shall use definitions and rules to the extent available and applicable in Indian Accounting Standards and Income Tax Act, 1961 unless otherwise required under LLP Act.
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- b) Basis for Recognizing Income, Etc. In determining when to recognize income, expenses and other financial matters, the LLP shall use the accrual basis.

1.13 LLP'S PROFIT OR LOSS

Unless LLP Act provides otherwise, LLP shall prepare profit and loss account and balance sheet including statement of accounts and solvency in accordance with the provisions of Income tax Act, 1961 and profit or loss for any financial year means profit or loss determined in accordance with this section 1.13 read with section 1.12 of this agreement.

1.14 LLP'S AUDITORS

If accounts of the LLP required audit under the provision of the LLP Act, affirmative vote of all partners shall appoint Auditors who shall be a Chartered Accountant or Firm of Chartered Accountants in practice. The affirmative vote of all partners terminates the LLP's relation with the auditors and may choose another auditor.

1.15 LLP'S COMPANY SECRETARIES

The affirmative vote of all partners shall appoint Company Secretaries or Firm of Company Secretaries. By affirmative vote of all partners the LLP may terminate relation with Company secretaries and choose other Company Secretaries.

1.16 1.17 DESIGNATED PARTNERS

First designated partners of the LLP are as given in the incorporation document (Form 2). Subject to LLP Act and by affirmative vote of all partners, a partner may be appointed to the office of designated partner or removed from the office of designated partners.

Section 2 INTRODUCTORY PROVISIONS CONCERNING THIS AGREEMENT

2.1 BINDING EFFECT OF AGREEMENT; EFFECTIVE DATE

This Agreement shall bind the partners when all of them have signed it. The effective date of the Agreement (the "Effective Date") shall be the date as set forth above.

2.2 ADDITION OF LLP AS PARTY TO AGREEMENT

Upon the execution of this agreement, the LLP shall automatically become a party to this Agreement.

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Section 3 PARTNERS' CONTRIBUTIONS TO THE LLP

3.1 PARTNERS' CONTRIBUTIONS TO THE LLP IN EXCHANGE FOR THEIR PARTNERSHIP RIGHTS

- a) Initial Contributions. Partners shall, in exchange for their Partnership rights, make contributions to the LLP of the cash, property, services and promises of cash, property and services identified in the attached Exhibit C and in accordance with all other terms set forth in that Exhibit C.
- b) Documentation of Contribution. Promptly after any Partner makes a contribution to the LLP, the LLP shall file in the LLP's records one or more documents or documentary evidence or evidences showing that the Partner has made the contribution.
- c) No Capital Calls. No Partner shall be obligated to make a contribution to the LLP except as provided in Exhibit C and written amendments thereto.
- d) Subsequent Partner Contributions. Partners admitted to the LLP after execution of this agreement shall make contributions in exchange for their Partnership rights as set forth in amendments to Exhibit C.

3.2 INTEREST ON CONTRIBUTIONS OR ON ACCRUED ALLOCATIONS

The Partners shall earn 10% interest on their contributions under this Section 3 or on amounts allocated to them under Section 5.

Section 4 LLP RECORD KEEPING AND BANK ARRANGEMENTS

4.1 LLP'S DUTY TO COMPILE AND MAINTAIN RECORDS AND INFORMATION IN COMPLIANCE WITH THE LLP ACT

The LLP shall compile and maintain at its registered office all records and information that the LLP Act requires it to compile and maintain.

4.2 LLP'S DUTY TO COMPILE AND MAINTAIN BOOKS OF ACCOUNT AND OTHER RECORDS REQUIRED FOR THE SOUND MANAGEMENT OF THE LLP

The LLP shall compile and maintain all books of account and other records that are necessary or appropriate for the sound management of the LLP's business and internal affairs.

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4.3 LLP'S DUTY TO COMPILE AND MAINTAIN CERTAIN RECORDS CONCERNING CONTRIBUTIONS

The LLP shall compile and maintain records evidencing that its Partners have made to the LLP the contributions required of them under Section 3; and the value of these contributions.

4.4 BANKING ARRANGEMENT

The LLP shall open and operate one or more bank accounts either current account or overdraft with one or more banks as may be agreed upon by affirmative vote of all partners.

Section 5 LLP'S ALLOCATIONS AND DISTRIBUTIONS TO THE PARTNERS

5.1 FORMULA FOR LLP'S ALLOCATIONS

The LLP shall allocate its profit or loss between the Partners in proportion to the Partners' partnership interest in LLP.

5.2 INTERIM DISTRIBUTIONS—IN GENERAL

Except as otherwise provided in Section 5.3, the following matters shall be determined by the affirmative vote of all partners;

- a) Whether the LLP shall make an interim distribution to the partners;
- b) The amount of any such distribution; and
- c) The timing of the distribution.

5.3 ALLOCATIONS OF DISTRIBUTIONS

All distributions by the LLP to the partners shall be in ratio of partnership interest.

Section 6 CAPITAL ACCOUNTS AND CURRENT ACCOUNTS

6.1 CAPITAL ACCOUNT

- a) Maintenance of Capital Accounts. A Partner's capital account shall at the relevant time have credited or debited to each of them as the case may be any Contributions made by them or any Repayments made to them.
- b) Distributions in Liquidation of the LLP. In connection with the LLP's liquidation, the LLP shall make distributions that leave each partner with a capital account of zero.

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6.2 CURRENT ACCOUNT

A Partner's current account shall at the relevant time have credit or debit to each of them as the case may be any;

- a) any share or profit or loss allocated under section 5.1 or
- b) any interim or liquidation distribution under section 5.2 or
- c) any interest on capital or loan from partner.

Section 7 PARTNER DISSOCIATIONS

7.1 CERTAIN EFFECTS OF DISSOCIATION UPON THE RIGHTS OF DISSOCIATED PARTNERS

If, after dissociation, a former partner retains all or any part of the former partner's Partnership interest, the former partner shall, subject to any contrary order by an arbitrator under Section 17, be entitled to the following rights:

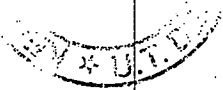
- a) Information Rights. Subject to reasonable restrictions as determined from time to time by the remaining partners, the former partner shall be entitled to inspect and copy at the former partner's own expense all LLP information reasonably relevant to allocations and distributions to the former partner in respect of the former partner's Partnership interest.
- b) Dispute Resolution Rights. The former partner shall be entitled to invoke the dispute resolution provisions of Section 17 with respect to the former partner's Partnership interest.
- c) Liabilities. A person who has been dissociated from the LLP shall have no liabilities to the LLP except liabilities that accrued to the partner before the partner's dissociation.

7.2 EVENTS OF DISSOCIATION—IN GENERAL

A partner shall be subject to dissociation from the LLP only upon the occurrence of an event identified in Sections 7.3 through 7.7. The effective date of each such dissociation shall be as set forth in this Section 7.

7.3 DISSOCIATION UPON RESIGNATION

- a) Resignation—in General; Effective Date. A partner (the "resigning partner") shall be dissociated upon resigning from the LLP in compliance with Section 7.3(b). The effective date of the dissociation shall be the effective date of the resignation.
- b) Notice; Effective Date. A partner may resign as a partner of the LLP by giving written notice of resignation to the other partners. The resignation shall be



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effective 30 days after the other partners have received the notice. The partner shall incur no liability to the other partners or the LLP merely by reason of the resignation.

7.4 DISSOCIATION UPON DEATH

A partner shall be dissociated upon the partner's death. The effective date of the dissociation shall be the date of the partner's death.

7.5 OPTIONAL DISSOCIATION UPON DISABILITY

- a) Option to Dissociate. If a partner incurs any disability, the other partner shall have the option to dissociate the partner if the other partner reasonably determines that the dissociation is in the LLP's best interest.
- b) Right of Disabled Partners to Appoint Proxies. If, because of a disability or otherwise, a partner is unable to exercise the partner's rights as a partner under this Agreement, the partner or the partner's legal representative may appoint a proxy to exercise these rights if the other partner gives advance written consent to this appointment. The other partner shall not unreasonably withhold this consent.

7.6 OPTIONAL DISSOCIATION UPON PARTNER INSOLVENCY

All other partners shall have the option to dissociate the other partner if:

- a) The other partner files for insolvency or any similar relief; or
- b) One or more creditors of a partner file a petition to have the partner declared insolvent any similar petition and this petition is not dismissed; and
- c) The non-insolvent partner reasonably determines that the dissociation is in the LLP's best interest.

7.7 DISSOCIATION UPON EXPULSION

A partner (the "initiating partner") may seek the expulsion of the other partner in arbitration under Section 17. The arbitrator in any such arbitration may expel the breaching partner if the initiating partner proves by a preponderance of evidence that the other partner has engaged or is likely to engage in misconduct that has caused or is likely to cause serious injury to the LLP.

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Section 8 REDEMPTIONS AND CROSS-PURCHASES OF PARTNERSHIP RIGHTS

8.1 NO PUTS AND CALLS OF PARTNERSHIP RIGHTS EXCEPT AS PROVIDED IN THIS SECTION

Except as expressly provided in this Section 8:

- a) No Puts. A dissociated partner shall have no right to require the LLP to redeem or the other partner to cross-purchase all or any part of the dissociated partner's partnership rights.
- b) No Calls. The LLP shall have no right to redeem and the non-dissociated partner shall have no right to cross-purchase all or any part of the partnership rights of a dissociated partner.

8.2 OPTION OF LLP TO REDEEM AND OTHER PARTNER TO CROSS-PURCHASE THE PARTNERSHIP RIGHTS OF DISSOCIATED PARTNER

Upon a partner's dissociation from the LLP for any reason, the LLP shall have an option to redeem and the other partner shall have an option to cross-purchase all (but not less than all) of the dissociated partner's partnership rights for the price and upon the other terms set forth in Section 8.4.

8.3 OPTION OF DISABLED OR DECEASED PARTNER TO REQUIRE REDEMPTION OR CROSS-PURCHASE OF THE PARTNER'S PARTNERSHIP RIGHTS

If a partner is dissociated from the LLP by reason of death or disability, the dissociated partner or the dissociated partner's heir or other legal representative may require the LLP to redeem or the other partner to cross-purchase all (but not less than all) of the dissociated partner's partnership rights in accordance with Section 8.4.

8.4 BUY-OUT TERMS

The price terms and other terms of any redemption or cross-purchase under this Agreement upon a partner's dissociation shall be as determined by the partners or their representatives on or promptly after the effective date of the dissociation, or, if they cannot agree, in arbitration under Section 17.

8.5 CHOICE BETWEEN REDEMPTION AND CROSS-PURCHASE

Wherever this Agreement permits a choice between the redemption of the partnership rights of a dissociated partner by the LLP or the cross-purchase of these rights by the other partners, the other partners shall determine whether the transaction in question shall be redemption, a cross-purchase or a combination of redemption and a cross-purchase.

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Section 9 LLP GRANTS OF PARTNERSHIP RIGHTS

9.1 LLP GRANTS OF PARTNERSHIP RIGHTS TO THIRD PARTIES

After the execution of this agreement, whether the LLP shall grant partnership rights to third parties and the terms of any such grant shall be decided by affirmative vote of all partners.

9.2 LLP GRANTS OF ADDITIONAL PARTNERSHIP RIGHTS TO PARTNERS

After the execution of this agreement, whether the LLP shall grant additional partnership rights to a partner and the terms of any such grant shall be decided by the affirmative vote of all partners.

Section 10 PARTNERS' SALES AND OTHER TRANSFERS OF THEIR PARTNERSHIP RIGHTS TO THIRD PARTIES; PLEDGES

10.1 REQUIREMENT OF CONSENT OF OTHER PARTNER FOR TRANSFERS OF PARTNERSHIP RIGHTS TO THIRD PARTIES

No partner shall transfer all or any part of the partner's partnership rights to any third party except with the affirmative vote of all partners.

10.2 REQUIREMENT OF CONSENT OF OTHER PARTNER FOR PLEDGES OF PARTNERSHIP RIGHTS

No partner shall pledge all or any part of the partner's partnership rights to any person except with the affirmative vote of all partners..

Section 11 PARTNER MEETINGS

- a) There shall be no required annual or other periodic meetings between the partners.
- b) Any partner may call a meeting of the partners at any reasonable time for any reasonable purpose.
- c) Any decision can be taken by affirmative vote of all partners.

Section 12 PARTNER VOTING

- a) Each material matter relating to the day to day LLP's business and internal affairs (a "partner matter") shall be decided by affirmative vote of all partners.
- b) Each partner shall cast one vote on each partner matter.

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Section 13 PARTNERS' RIGHTS TO LLP RECORDS AND INFORMATION; CONFIDENTIAL

- a) Right of Access, Etc. Each partner shall have an unrestricted right to access, copy and use LLP records and information. However, each partner shall maintain the confidentiality of confidential LLP records and information.
- b) Confidentiality. Each partner shall maintain the confidentiality of confidential LLP records and information.

Section 14 LLP MANAGEMENT

14.1 PARTNERS' RESPONSIBILITY FOR MANAGING THE LLP

The partners shall have equal responsibility for managing the business and internal affairs of the LLP.

14.2 PARTNERS' AGENCY AUTHORITY; RESTRICTION ON EXERCISE OF AGENCY AUTHORITY

- a) Contract-signing Authority—in general. Subject to Section 14.2(b), by affirmative vote of all partners.
- b) Limitation of Contract-signing Authority. Except by affirmative vote of all partners, no partner shall bind the LLP:
 - i) In any matter or related series of matters (including contract matters) involving an aggregate financial commitment by the LLP exceeding Rs.1,00,000; or
 - ii) In any matter outside the ordinary course of the LLP's business.

14.3 PARTNERS' COMPENSATION AND FRINGE BENEFITS

- a) The compensation and fringe benefits (remunerations) to which the partners (working partner) as give in Exhibit B shall be determined by by affirmative vote of all partners from time to time subject to applicable rules and regulations under Income Tax, Act, 1961.
- b) The maximum remuneration payable to working partners of LLP shall be calculated as given below in accordance to the provision of Income Tax, Act 1961.
 - i. On the first Rs.3, 00,000 (Rupees Three lakhs) of the book profit or in case of loss, Rs.1, 50,000 (Rupees One lakh fifty thousand) or at the rate of 90% of the book profit whichever is more.

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- ii. On the balance of book profit (book profit after Rs.3, 00,000), at the rate of 60% of the balance book profit.
- c) Upon any change in the rates of maximum remuneration payable to working partners pursuant to amendment to Income Tax Act, 1961 or rules made thereunder, the maximum remuneration shall be the prevailing rates under the Income Tax Act, 1961.

Section 15 PARTNERS' FIDUCIARY DUTY OF CARE

The partners shall perform their duties under this Agreement with the knowledge, judgment, skill, diligence, initiative and timeliness that an ordinarily competent person in a like position would use under similar circumstances.

Section 16 PARTNERS' FIDUCIARY DUTY OF LOYALTY

In all matters arising under or relating to this Agreement or relating to the business and internal affairs of the LLP, each partner shall owe a fiduciary duty of loyalty to the LLP and to the other partner, including a duty not to compete against the LLP while the partner is a partner.

Section 17 MANDATORY ARBITRATION

17.1 MANDATORY ARBITRATION

- a) If any dispute arises between the partners under or relating to this Agreement or relating to the LLP's business or internal affairs that the partners cannot resolve voluntarily between themselves, then, unless the partners agree otherwise in writing at the time, they shall resolve the dispute by arbitration by a single arbitrator under this Section 17.
- b) The matters subject to arbitration under this Section 17 shall include partner matters on which the partners are deadlocked.

17.2 ARBITRATION AND CONCILIATION ACT, 1996

Any arbitration under or relating to this Agreement or relating to the LLP shall be conducted by a single arbitrator, in accordance with Arbitration and Conciliation Act, 1996.

Section 18 GENERAL PROVISIONS

18.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties concerning its subject matter,

and it replaces all prior agreements among them, whether written or oral, concerning this subject matter.

18.2 FIRST SCHEDULE TO THE LLP ACT

The provision contained in the First Schedule to the LLP Act shall apply wherever this agreement is silent on any such matters mentioned therein.

18.3 AMENDMENT OF AGREEMENT

No amendment of this Agreement shall be valid unless it is approved by affirmative vote of all partners, and is in writing, and is signed by partners as decides.

18.4 GOVERNING LAW

This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of India. The Partners irrevocably agree that the courts of Assam State have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

[THIS PAGE ENDS HERE. THE PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE.]

ATTACHED

Ajit

Sujit

SIGNATURES AND DATES

In witness of their acceptance of the terms and conditions of this LLP agreement, the parties, by themselves have duly signed this Agreement as follows:

Name of the Partners

Signatures

Mr. Ajit Kumar Tripathi



Mr. Sujit Kumar Tripathi



FERMIUM CONSTRUCTIONS LLP, Represented by Mr. Ajit Kumar Tripathi



Witness Signature

Name AMIT ANAND

Fathers Name Sri. DINESH SINGH

Address 4A Madanpur Sarita Vihar.
New Delhi - 110076

Occupation Proprietor.

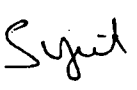
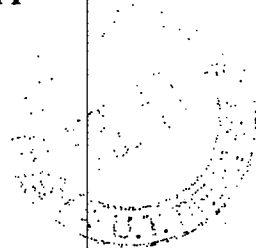


EXHIBIT A

DEFINITIONS AND INTERPRETATION

ALLOCATION	Allocation by the LLP to a partner of the LLP's profit shall mean an apportionment of profits or loss to the partner's current account.
BOOK PROFIT	Book Profit means profit of LLP computed in the manner laid down in Chapter IV D of Income Tax Act, 1961.
CONTRIBUTION	Contribution shall mean any cash, property, or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services that a person contributes to the LLP in exchange for the person's partnership rights.
DISABILITY	disability means any physical or mental impairment incurred by a partner that substantially prevents the partner from performing the partner's responsibilities to the LLP for a period of 180 consecutive days.
DISSOCIATION OF A PARTNER	The dissociation of a Partner shall mean the termination of all of the Partner's Partnership rights except, (a) The Partner's Partnership interest; (b) The rights identified in Section 7.1; and (c) Any rights the Partner may have under Section 8.
DISTRIBUTION	Distribution by the LLP to a Partner shall mean any transfer of its cash or other assets to the Partner except; (a) Payments to a Partner relating to transactions of the LLP with Partners acting in capacities other than as Partners; (b) Payments to a Partner for services to or for the LLP or payment of interest on capital or loan from partner; and (c) Reimbursements of expenses to a Partner.
INTERIM DISTRIBUTION	An interim distribution to a Partner shall mean any distribution except a liquidating distribution.
LIQUIDATING DISTRIBUTION	A liquidating distribution shall mean a distribution to a Partner in connection with:(a) The LLP's partial or complete redemption of the Partner's Partnership rights; or (b) The LLP's dissolution and liquidation.
PARTNER'S DUTY OF LOYALTY	Partner's duty of loyalty means the partner's fiduciary duty to act in a manner that the partner reasonably believes to be the

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	best interest of the LLP and the other partner.
PARTNER MATTER	All matters relating to the business and internal affairs of the LLP (day to day management) not specifically provided in this Agreement.
PARTNER'S PARTNERSHIP INTEREST OR PARTNERSHIP INTEREST	Partner's Partnership interest shall mean the partner's right under this Agreement and under the LLP Act to receive: (a) Allocations of the LLP's profit and loss; and (b) Distributions of the LLP's cash and other assets.
PARTNERSHIP RIGHTS OF A PARTNER	Partnership rights of a partner shall mean the totality of the partner's rights as a partner under the Agreement and the LLP Act, including both: (a) Economic rights; and (b) Non-economic rights (such as voting rights, agency rights, rights to receive notice of, to attend and to participate in meetings, rights with respect to LLP information, fiduciary rights and dispute resolution rights). A partner's economic rights shall include, but shall not necessarily be limited to, the partner's Partnership interest.
PLEDGE	Pledges shall include mortgages and all other arrangements under which a partner provides another person with an interest in all or any portion of the partner's partnership rights in order to secure an obligation of the partner.
PROFIT OR LOSS	Profit or loss of the LLP means profit or loss determined for a financial year in accordance section 1.14.
RESIGNATION	Resignation of a partner shall mean the partner's voluntary renunciation of all of the partner's partnership rights except the rights identified in Sections 7.1 and 7.2.
VOTE	"vote" shall mean any expression of consent or dissent, whether by voice, by show of hand, or in writing by any partner on a partner matter.
WORKING PARTNER	working partner meaning a partner who is actively engaged in the conducting the affairs of business of the LLP and include managing partner and executive partners.
YEAR	Year means period starting from 1 st April of a year and ending 31 st March of next year.



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EXHIBIT B

WORKING PARTNERS AND DESIGNATION

Name of each working Partners of the LLP and their designation

Mr. Ajit Kumar Tripathi, Designated Partner

Mr. Sujit Kumar Tripathi, Designated Partner



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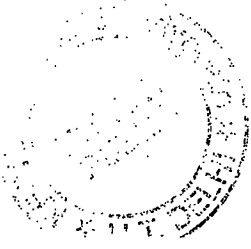


EXHIBIT C

PARTNER CONTRIBUTIONS

In exchange for their respective Partnership rights in the LLP, each Partner shall make the following contributions of cash, property and services to the LLP in accordance with the following terms and conditions:

1. Mr. Ajit Kumar Tripathi shall contribute Rs. 9000(Nine Thousand Only) for 90 % (Ninety Only) Partnership interest (profit share) in the LLP.
2. Mr. Sujit Kumar Tripathi shall contribute Rs.1000(One Thousand Only) for 10 % (Ten Only) Partnership interest (profit share) in the LLP.

Ajit

Sujit