



GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Central Registration Centre

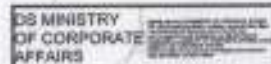
Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]  
CERTIFICATION OF INCORPORATION

LLP Identification Number: **AAP-2108**

It is hereby certified that CALCULAS PROJECTS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given under my hand at Manesar this Seventh day of May Two thousand nineteen.



SATYA PARKASH KUMAR

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on [www.mca.gov.in](http://www.mca.gov.in)

Mailing Address as per record available in Registrar Office:

**CALCULAS PROJECTS LLP**

**FLAT NUMBER - 102, SHARAN COMPLEX,,NEAR PETROL PUMP, SADAQUAT  
ASHRAM,PATNA,Patna,Bihar,800010,India**



**Calculus Projects LLP**  
*Ashok Kumar*  
Partner

**Calculus Projects LLP**  
*Ranjit Kumar Singh*  
Partner



AD 685923  
क्रम संख्या 1607 तिथि 29-5-2019 मूल्य 1000 शीट संख्या 1  
कंता का नाम एवं पता कल प्रोजेक्ट्स प्रा. लि. बंग. को. लि.  
रमेश प्रसाद मुद्राक, बिक्रता  
ला. नं. 11/77 समाहरनालय, पटना

This stamp is integral part of LLP  
agreement - Calculus Projects LLP



Rishi Singh  
Ranjit Kumar Singh

Rishi Singh  
Ranjit Kumar Singh Partner





बिहार BIHAR

कम संख्या 1007 निश 295247 शीट संख्या AD 685924

कोता का नाम एवं पता कल कृष्ण प्रोजेक्ट्स प्रा. लि. पटना

रमेश प्रसाद मुद्रक, बिक्रेता  
ला० नं० 11/77 समाहरनालय, पटना

This stamp is integral part of LLP agreement -  
Calculus Projects LLP



Rishi Singh  
Ramesh Kumar  
Ramesh Singh

Calculus Projects LLP  
Rishi Singh  
Ramesh Kumar  
Partner  
Ramesh Kumar Singh



## CALCULAS PROJETS LLP

### LLP Agreement

**THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("LLP Agreement")** is made in Patna and entered into as on 29th Day of May 2019 between.

1. **Priti Singh**, D/o Ram Deo Singh, resident of H. No. 1001/249, Roop Niketan, Mamta Apartment Road, Opposite Malti Kunj, Shivpuri, Patna, Bihar, India - 800023.
2. **Ranjit Kumar Sinha**, S/o Krishna Kumar Sinha, resident of Pooja Enclave, Flat Number-101, Kati Factory Road, Parwati Devi Path, Chitragupt Nagar, Sampatchak, Patna, Bihar-800020.
3. **Ashok Kumar**, S/o Kameshwar Prasad, resident of Deolok Apartment Flat No- 501, Road No - 3 E New Patliputra Colony, Patliputra, Phulwari Patna, Bihar - 800013.

**WHEREAS**, the parties hereto desire to adopt a Limited Liability Partnership Agreement to more particularly provide for their respective rights, powers, duties and obligations as Partners and the management, operations and activities of the LLP.

**WHEREAS**, as soon as practicable following execution of this Agreement, Amendment Documents for the LLP shall be filed with the Registrar of Limited Liability Partnership.

**NOW, THEREFORE**, the Partners by this Agreement set forth the Limited Liability Partnership Agreement for the LLP under the Limited Liability Partnership Act, 2008 upon the following terms and conditions:

#### **1. Definitions**

1. In this Agreement and the Schedules to it the following terms shall have the following meanings unless the context otherwise requires.

**"The Act"** means the Limited Liability Partnership Act, 2008 (6 of 2009).

**"Agreement"** means this Limited Liability Partnership Agreement, as originally executed and as amended, modified or supplemented from time to time.

**"Accounting Year"**

The accounts of the LLP shall be maintained in accordance with Clause 10.

**"LLP"** means CALCULAS PROJETS LLP.

**"Partner"** means each party to this Agreement shall be a Partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the "Partners"). Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

**"Designated Partners"**

Any partner designated as designated partners in accordance with the terms of this Agreement and listed at Clause 17 of this Agreement. Such Designated Partners to have extra responsibilities as defined under the Limited Liability Partnership Act 2008.



**"Partner's Interest"** means the ownership interest of a Partner in the LLP, including a partner's right to share in the LLP's items of income, gain, loss, deduction, credits and similar items, and the right to receive distributions from the LLP, as well as a LLP's rights to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

**"Capital Contributions"** means the contributions made by the partners to the LLP pursuant to clause 8 hereof and, in the case of all the partners, the aggregate of all such capital contributions.

**"Current Account"**

The account for each partner into which profits will be paid and conversely debits made in the case of losses. Furthermore all drawings made by a partner will be paid to their Current Account.

**"Drawings"** means sums drawn by a Partner on account of any anticipated profits made by the LLP.

**"Premises"** means the Limited Liability premises located at Patna.

**"Profits"**

The distributable profits of the LLP firm in any financial year as shown in the books of accounts.

**2. Term**

The LLP Agreement shall come into effect from the date of incorporation of LLP by way of its registration with the Registrar and shall continue until dissolved and liquidated in accordance with clauses 26 and 27.

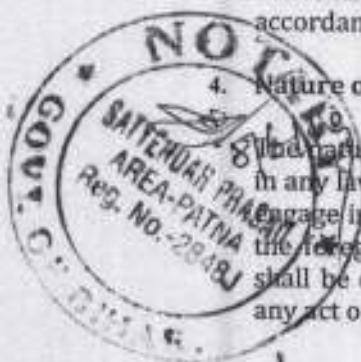
**3. Incorporation of the LLP**

The incorporated LLP shall be duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, is qualified to do business and has all requisite powers and authority, corporate or otherwise, to conduct its business as now being conducted, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

The Partners shall complete and deliver such forms as may be required to the Registrar's Office and pay all required fees to register this agreement of Limited Liability Partnership in accordance with the Limited Liability Partnership Act, 2008

**4. Nature of the Business**

The nature or purpose of the business to be conducted or promoted by the LLP is to engage in any lawful act or activity for which a LLP may be formed under the LLP Act. The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the partners to possess any purpose or power, or to do any act or thing, forbidden by law to a LLP formed under the LLP Act, 2008.



*Priya Singh*

*Arshad Kumar*  
*Ranjit Kumar Singh*  
*Priya Singh*

**Calculus Projects LLP**  
*Arshad Kumar*  
*Ranjit Kumar Singh* Partner



Subject to the above, main business of the LLP is -

To carry on the business of development of land, construction of multi storied building, developing colonies, entering into government and private contracts for construction of any sort, development, execution etc.

**5. LLP Name**

The business of the Limited Liability Partnership Firm shall be conducted under the name of "CALCULAS PROJETS LLP". The Partners may change the name of the LLP at any time. Such change must be notified to the Registrar Office by the Designated Partners in accordance with the provisions of the Act.

**6. Registered Office**

The business of the LLP shall be carried on at Flat Number - 102, Sharan Complex, Near Petrol Pump, Sadaquat Ashram, Patna, Bihar - 800010 and or at such other place, as may be mutually agreed upon. Upon any change in the registered office address of the LLP, it shall be the duty of the designated partner of the LLP to notify it to the Registrar in the prescribed form.

**7. Place of Business**

The LLP business shall be carried out at the Premises referred to in this Agreement. The costs of all rents, repairs, insurance and other outgoings and expenses relating to the Premises and any other premises acquired for the purpose of the LLP business shall be borne by the LLP.

**8. Capital Contributions**

A single Capital Account shall be maintained for each Partner. The capital of the LLP shall be 2, 00,000/- (Rupees Two Lacs Only), which shall be contributed by the partners as mutually agreed between them. Each partner's contribution to, or capital withdrawal from, the partnership shall be credited, or debited, respectively, to that partner's capital account.

PRITI SINGH	-	RS. 66,000
RANJIT KUMAR SINHA	-	RS. 68,000
ASHOK KUMAR	-	RS. 66,000

Except as otherwise specifically provided in this Agreement, the Capital Commitment of a Partner:

1. Shall represent the maximum aggregate amount of cash and property that such Partner shall be required to contribute to the capital of the LLP and

Without such Partner's consent, shall not be changed during the term of the LLP.

**Additional contribution**

The partners hereto have also agreed to subscribe additional capital in the same ratio as agreed between the partners whenever it is required to do so for the efficiency of the business of the LLP.



*Prati Singh*

*Ashok Kumar*  
*Ranjit Kumar Sinha*

*Prati Singh*

**Calculus Projects LLP**  
*Ashok Kumar*  
*Ranjit Kumar*



## 2. **Withdrawal or Reduction of Capital Contributions**

Except as expressly provided in this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of its capital contribution.

A partner, irrespective of the nature of its capital contribution made by the partner to the LLP, shall have the right to withdraw such capital contribution wholly or partly, provided that the all the partners shall have unanimously agreed that such partner may withdraw such capital contribution.

## 3. **Interest on Capital Contributions**

Interest on capital @ 12% p.a. shall be payable on or with respect to the capital contributions or capital accounts of partners.

## 9. **Banking**

The Bank account could open account in any suitable Bank or Banks and the Said account or accounts shall be operated jointly by any of two partners.

## 10. **Accounts**

- a. The accounts of the LLP shall be maintained according to the financial year, from 1<sup>st</sup> April to 31<sup>st</sup> March and general account shall be taken of all the capital assets and liabilities to, the time being of the LLP each year and a balance sheet and profit and loss account shall be prepared by a Chartered Accountant to be agreed upon by the partners.
- b. The LLP shall maintain usual account and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the partners.
- c. The accounts of the LLP shall be approved by the partners of LLP, authorised in this behalf by the LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of the partners.
- d. Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP on a financial year basis and on accrual basis and according to the double entry system of accounting.

## 11. **Inspection of Company Records, Annual and Other Reports**

**Records to be kept:** The LLP shall keep at its registered office:

- a. A current list of the full name and last known business, residence or mailing address of each Partner and designated partner in alphabetical order;
- b. Copies of this LLP agreement, and all amendments hereto;
- c. Copies of any financial statements of the LLP for the three most recent years, and



- d. Copies of the LLP's income-tax returns and reports, if any, for the three most recent years.

## 2. **Inspection of LLP Records**

The accounting books and records, the record of partners shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for a purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

## 12. **Annual Filing**

LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period of thirty days from the end of six months of the financial year and an Annual Return within sixty days of closure of its financial year.

## 13. **Nature of Partnership Interest**

- a. The interests of partners in the LLP constitute their personal estate. In the event of the death or legal disability of any partner, the executor, trustee or administrator of such Partner shall be bound by the provisions of this LLP agreement.
- b. In the case of a partner, which is not a natural person, the successor of such partner shall be bound by the provisions of this LLP agreement.

## 14. **Sharing of Profits and Losses**

The net profits and losses of the **CALCULAS PROJETS LLP** shall be divided between the partners in the following proportions:

To the said Priti Singh	-	33%
To the said Ranjit Kumar Sinha	-	34%
To the said Ashok Kumar	-	33%

- a) That, it has been agreed by the and between the parties hereto that the yearly remuneration payable to each of the Designated Partner mentioned in clause 17 to this agreement shall be calculated as percentage of the book profit for each accounting year or thereof in the following manner:-

In case of Loss or Book profit	Rs. 1,50,000/- or 90% of the book profit, whichever is higher
Upto first Rs. 3,00,000/-	

In respect of balance amount of the Book Profit	@ 60% of the book profit.
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The net profits and losses shall be calculated after providing for an interest on the capital contributed by all the partners @12% p.a. or at such rates as may be mutually decided by all the partners of LLP.

- c) In the event any new partner is admitted into LLP as per the provisions of this agreement, then such new partner shall be entitled to the profits and losses of LLP in



*Priti Singh*

*Ashok Kumar*

*Ranjit Kumar Sinha*

*Priti Singh*



such ratio as may be agreed upon between the existing partners of LLP for the time being with the new partner.

## 15. Meetings

Periodic meetings shall be held as determined by the partners of LLP. Meetings of the partners for any specific purpose may be called at any time by any partner.

Notice of the time and place of meetings shall be delivered by the designated partner of the LLP either personally or by telephonic conversation to each partner, or sent by first-class mail or by electronic mail or facsimile transmission addressed to him/her at his/her address as it appears in the records of the LLP. Notice of a meeting of the partners shall be given at least seven (7) days prior to the time of the holding of the meeting or this minimum time limit can be dispensed with in case of emergent requirements of business.

## 16. Voting Rights

- a. Except as may otherwise be provided by this LLP agreement or the Act, the affirmative vote of a majority in interest on a matter shall constitute the act of the partners.
- b. The partners shall have the right to vote and act on the matters and affairs of the LLP as are expressly provided for herein or are required by the LLP Act, 2008 to be voted upon by the partners. However the casting of vote by the partner / partners shall be taken in the proportion of their stake in the LLP.

## 17. Management

1. The Designated Partners of the LLP shall be the following individuals:

- Priti Singh
- Ranjit Kumar Sinha

The Partners of the LLP shall be the following individuals:

- Ashok Kumar

2. **Power of Designated Partners**

Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested exclusively with the designated partners appointed by all the partners, who shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto in accordance with the decisions taken by the partners in terms of clause 18 of this LLP Agreement.

### Powers of Partners

The partners shall have rights in the management to the proportion of their stake in LLP of the partnership business, and each partner shall devote his time to the conduct of the business.





To discharge the powers and functions of the LLP business, decision shall be taken by the partners in utmost good faith, consistent with the objective of the LLP business, however, in case of disagreement, the views expressed by the partner/ partners constituting majority in the LLP shall prevail.

However, following decisions shall be unanimously approved by all the partners:

- i. Changing the nature of the business;
- ii. Admission of new partner;
- iii. Opening of new bank account in the name of the LLP;
- iv. Purchase of any fixed assets or incurring of any capital expenditure;

#### 18. Obligations of Partners

Each partner shall:

1. Be just and faithful to other partners in the transactions relating to LLP business;
2. Diligently attend to the business of the LLP and devote his/her time and attention thereto.
3. Pay his separate debts and indemnify the other partners and assets of the LLP against the same and all other proceedings, costs, claims or demands in respect thereof;
4. Give full information and truthful explanations of all matters relating to the affairs of the LLP to all the partners at all times;
5. Comply with all the provisions of the LLP Act and Regulation, Rules framed or to be framed therein;
6. No partner shall without the consent of all other partners:—
  - i. Draw, accept or endorse any bill of exchange or promissory note on account of the LLP;
  - ii. Give any security or promise for the payment of money on account of the LLP except in the ordinary course of business;
  - iii. Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the LLP property may be endangered;
  - iv. Compromise or compound or, release or, discharge any debt due to the LLP.

#### 19. Forbidden Acts

No partner shall:

1. have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the partnership purpose;
2. use the LLP name, credit, or property for other than LLP purposes;
3. do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.



## 20. Liability of Partners

The liability of the partners shall be limited as provided in the LLP Act, 2008.

## 21. Change in Partners

### 1. Admission of new Partner

A new partner may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the person to be introduced as a partner, in the LLP.

### 2. Voluntary Withdrawal of a Partner

Each partner covenants and agrees that it will not withdraw or resign from the LLP without the prior consent of the other partners (such consent not to be unreasonably withheld or delayed). Written notice shall be deemed to be received as of the first meeting of the LLP at which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

On voluntary withdrawal of a partner from the LLP. The LLP shall pay the withdrawing partner a portion or all of the value of his capital account in the LLP in accordance with the this LLP agreement. Upon such withdrawal of a partner from the LLP, such partner shall cease to have any further right to or interest in the LLP.

### 3. Death of Partner

On the death of any partner, the LLP shall not be dissolved, the surviving partners shall have the option to purchase the share of the deceased partner, in the business and the property valued as per Article herein under. The partner/partners, purchasing the share of the deceased partner, shall also enter, into a covenant to indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership.

### 4. Terms of payment/purchase of share

Price of the share of deceased/withdrawing partner shall be the amount at which such share shall stand in the last balance sheet, which shall have been prepared prior to the death of the deceased / date of withdrawal.

### 5. Expulsion of Partner and Termination of his partnership

This clause of the Agreement shall operate as an express agreement of the Partner (s), a Partner may not be expelled by a unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on that Partner or designated Partner giving 7 days time for his response.

Subject to the availability of funds, partners shall be eligible for reimbursement of expenses on production of appropriate receipts or vouchers.



Bibi Singh

Ashok Kumar

Ranjit Kumar Singh

Bibi Singh

Calculus Projects LLP  
Ashok Kumar  
Ranjit Kumar Singh



Each partner may, from time to time, withdraw the credit balance in his current account. In case if there being insufficient funds in the bank account or where drawings over the course of the year exceed the share of profits to which a partner is entitled, any overdrawn amount must be repaid promptly without interest on the overdrawn amount.

### 23. Meeting of expenses of LLP

- a. All outgoings and expenses of the partnership and interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the LLP business.
- b. All LLP moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the bank to the credit of the LLP's account, except such sums as are immediately required to meet the current expenses of the LLP.
- c. All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold in the LLP name. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.

### 24. Transfer/Assignment of Rights

#### 1. *Restrictions on Transfer*

No partner may sell, assign, transfer or hypothecate ("Transfer") all or any part of its partner's interest in the LLP, or any interest therein, except in accordance with the terms and conditions set forth in this Article.

#### 2. *Consent necessary to Transfer*

No partner may transfer all or any part of his interest or any interest therein, without the prior written approval of all of the other partners of the LLP.

#### 3. *Conditions of Transfer*

In the event that the other partners have granted their approval to the proposed transfer, then the Designated Partner for and on behalf of the partners shall execute a written consent to such transfer. Upon receipt of such written consent, the transferring partner has a right to transfer to the proposed transferee the partnership interest as to which the approval has been obtained, subject to the following conditions:

- a. that such transfer is consummated within sixty (60) days from the date of such approval; and
- b. that such transfer is made strictly in accordance with the terms of the proposed transfer approved by the other partners of the LLP.

#### 4. *Admission of Substitute Partner*

In the event that approval of the transfer is obtained, then the transferee of the partner's partnership interest shall be entitled to be admitted to the LLP as a substitute partner, and



this Agreement (and all exhibits hereto) shall be amended to reflect such admission, provided that the following conditions are complied with:

- a. The transferor and transferee shall have executed and acknowledged such instruments as the LLP may deem necessary or desirable to effect the substitution;
- b. The transferee acknowledges all of the terms and provisions of this Agreement as the same may have been amended and agrees in writing to be bound by the same;
- c. The transferee reimburses the LLP for all reasonable expenses connected with such admission including, but not limited to, legal fees and costs;
- d. The filing with the LLP of such proof of the investment intent and financial status of the transferee as the LLP's partners may request; and
- e. The transfer complies with all applicable state laws.

**5. Effect of Transfer without Approval**

Any purported transfer of all or any part of a partner's partnership interest, or any interest therein, which is not in compliance with this Article shall be void and, except as provided for in Article below, shall be of no effect.

**6. Liability for Transfer of Interest without consent**

Notwithstanding anything to the contrary in this Article, any partner purporting to transfer his Interest, or any part thereof, in violation of this Article shall be liable to the LLP and the other partners for all liabilities, obligations, damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising as a direct or consequential result of such non-complying transfer, attempted transfer or purported transfer, including specifically, any additional cost or taxes created by non-compliance with any of the requirements and conditions provided for in this Agreement.

**7. Transfer permitted without consent**

Notwithstanding anything to the contrary provided for herein, a partner may transfer all but not less than all of a partner's interest without approval to the surviving entity in an acquisition, merger, reorganization or sale of substantially all the assets of the partner.

**25. Breach of Agreement**

A material breach of this LLP agreement by a partner (the "Breaching Partner") which breach has not, after notice by the other partner ("Non-Breaching Partner") and a reasonable opportunity for cure (the scope of such cure to be conclusively established by the binding arbitration provisions of this LLP agreement), been cured by such partner within the time provided for by the Arbitrator. If it is determined by the Arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted in the opinion of the Non-Breaching Partner, the Non-Breaching Partner has the right to request dissolution of the LLP pursuant to clause 26.



*Prith Singh*

*Ashish Kumar*

*Ranjit Kumar Singh*

*Prith Singh*

*Calculus Projects Ltd*  
*Ashish Kumar*  
*Ranjit Kumar Singh*



## 26. Dissolution

Upon a decision to dissolve the LLP by;

i. a written consent of the partners holding at least seventy five percentage of all the percentage interests of the LLP; or

ii. a decision by one Partner to dissolve, the LLP shall be liquidated pursuant to clause 27.

### 1. *Legislative Dissolution*

Notwithstanding anything contained in these presents, LLP shall be deemed to be terminated in the following cases;

i. Number of partners falls below two;

ii. Partner's non-economic right is transferred to a third party without the approval of the existing partners.

## 27. Liquidation

a. Upon the occurrence of an event of dissolution as defined in the LLP Act or in clause 26 of this Agreement, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The partner or designated partner with the consent of all the partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up and liquidation of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve as required by the LLP Act, 2008 and/or Rules thereof.

b. During the course of liquidation, the partners shall continue to share profits and losses of LLP but there shall be no cash distributions to the partners until the distribution date as defined in Article herein under.

c. Liquidation shall continue until the LLP's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidator has determined that there can be a final accounting, the liquidator shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceases to be a going concern, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the partners as provided in Article hereof not later than the Distribution Date.

d. Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

i. first, to pay all expenses of liquidation and winding up;



*Ashtok Kumar*

*Ranjit Kumar Singh*

*Ashtok Kumar*

*Calculus Projects LLP*  
*Ashtok Kumar*  
*Ranjit Kumar Singh*



- ii. second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
  - iii. third, to pay all debts of the LLP owing to a Partner; and
  - iv. to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners pursuant to Article herein under.
- e. Subject to the provisions of the LLP Act, 2008 upon final liquidation of the LLP but not later than the Distribution Date, the net proceeds of liquidation remaining following the settling of accounts in accordance with Article hereof shall be distributed to the Partners in proportion of their respective Percentage Interests.

## 28. Nominee of the said Partners

In the event of the death of any of the Partners hereto during the continuance of the partnership as aforesaid, it has been mutually agreed that the amount standing to the account of the deceased partner and his/her share in the LLP shall absolutely and exclusively vest in the name of the following nominee of the said Deceased Partner.

### Name of the Partners

Priti Singh  
Ranjit Kumar Sinha  
Ashok Kumar

### Name of the Nominee of the said Partners

Kumar Anand  
Mrs. Ruby Sinha  
Mrs. Minu Kumari

## 29. Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by mail, express courier or facsimile to the registered office of the LLP.

## 30. Defaults and Remedies

### Defaults

If a partner materially defaults in the performance of its obligations under the LLP Agreement, and such default is not cured within ten (10) days after notice of such default is given to a partner to the defaulting partner for a default that can be cured by the payment of money, or within thirty (30) days after notice of such default is given by a partner to the defaulting partner for any other default, the non-defaulting partners shall have the rights and remedies in respect of the default.

### Remedies



*Ashok Kumar*

*Ranjit Kumar Sinha*  
*Ash. Singh*

*Calculus Projected*  
*Ranjit Kumar Sinha*  
Partner



If a partner fails to perform its obligations under this Agreement, any other partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

### 3. No Waiver

No consent or waiver, express or implied, by a partner to or of any breach or default by another partner in the performance by such other partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other partner. Failure by a partner to complain of any act or omission to act by another partner, or to declare such other partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such partner of its rights under this Agreement.

### 31. Insurance and other Financial Arrangements

The Partners shall from time to time to purchase adequate, reasonable and customary personal, property and product liability insurance

a. The LLP may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a designated partner, manager, officer or employee of the LLP for any liability asserted against him or her and liability and expenses incurred by him or her in his or her capacity as a partner, manager, officer or employee or arising out of his or her status as such, whether or not the LLP has the authority to indemnify him or her against such liability and expenses.

b. The other financial arrangements made by the LLP may include:

- i. The establishment of a program of self-insurance;
- ii. The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the LLP; or
- iii. The establishment of a letter of credit, guaranty or surety.

c. No financial arrangement made pursuant to this Article may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

d. In the absence of fraud:

- i. The decision of the LLP as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this clause 30 and the choice of the person to provide the insurance or other financial arrangement is conclusive; and

ii. The insurance or other financial arrangement:

- a. is not void or voidable; and
- b. does not subject any Partner or Manager approving it to personal liability for his action, even if a partner or designated partner approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

The partners may adopt a seal of the LLP in such form as the partners may decide.



Pratiwish

Ashok Kumar  
Ranjit Kumar Singh  
Raj Singh

Calculus Projects LLP  
Ashok Kumar  
Ranjit Kumar Singh  
Partner



### 33. Limitation of Liability/Indemnification

#### 1. Limited Liability

Except as expressly provided herein, neither partner will be liable to the other partner or to the LLP with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for (i) any special, indirect, incidental, consequential or punitive damages or lost profits or (ii) cost of procurement of substitute goods or services.

#### 2. Indemnification between the Partners

Neither partner shall indemnify the other partner or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("Indemnitees") for any loss, claim, damage, liability or action except to the extent resulting from its respective gross negligence or willful wrong doing. This paragraph does not limit either partner's other remedies available to it under the laws.

#### 3. Procedure

An indemnity that intends to claim indemnification under this clause 32 shall promptly notify the other partner (the "Indemnitor") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitor intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel of its own choice.

#### 4. Limitation of Indemnity

The indemnity Clause in this Agreement shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is made without the consent of the Indemnitor, which consent shall not be withheld unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitor under this Article.

#### 5. Cooperation

At the Indemnitor's request, the Indemnitor under this Article and its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

#### 6. Proceeding other than by LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the LLP, by reason of the fact that he/she is or was a Partner of the LLP, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he/she acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the

Ashok Kumar

Ranjit Kumar Singh  
Rishi Singh

Calculus Projects LLP

Ashok Kumar  
Ranjit Kumar Singh

Rishi Singh



LLP, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLP, and that, with respect to any criminal action or proceeding, he/she had reasonable cause to believe that his conduct was unlawful.

#### 7. *Proceeding by LLP*

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the LLP to procure a judgment in its favor by reason of the fact that he/she is or was a Partner of the LLP against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him/her in connection with the defense or settlement of the action or suit if he/she acted in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the LLP. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable to the LLP or for amounts paid in settlement to the LLP, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

#### 8. *Effect and Continuation*

The indemnification and advancement of expenses authorized in or ordered by a court pursuant to above Article, inclusive:

- a. does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Agreement or otherwise, for either an action in his/her official capacity or an action in another capacity while holding his/her office, except that indemnification, unless ordered by a court or for the advancement of expenses made pursuant to the LLP Agreement may not be made to or on behalf of any partner or designated partner if a final adjudication establishes that his/her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.
- b. Continues for a person who has ceased to be a partner and ensures to the benefit of his heirs, executors and administrators.

#### 9. *Notice of Indemnification and Advancement*

Any indemnification of, or advancement of expenses to, a Partner in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP, shall be reported in writing to the Partners.

All matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in



connection with the LLP under this Agreement 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, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

2. If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final.

### 35. Confidentiality

- a. Disclosure of a partner's confidential information to any of the officers, employees, consultants or third party shall be made only and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to the maximum extent possible, consistent with such rights and responsibilities, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by this Agreement.
- b. Each partner shall use at least the same standard of care, but no less than a reasonable standard of care for this industry, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any unauthorized use of confidential information of another partner. Each partner shall promptly notify the other partner of any unauthorized use or disclosure of confidential information of another partner.
- c. On termination or expiration of this Agreement, each partner will return to the other partner, or destroy, upon the written request of the concerned partner, all confidential information disclosed to it by the concerned partner pursuant to this Agreement, including all copies and extracts of documents.
- d. Any employee, who shall have access to confidential information of another partner are bound by agreements to maintain such information in confidence and not to use such information except as expressly permitted herein for his direct or indirect gratification, hence Each partner agrees to enforce confidentiality obligations by which its employees and consultants are bound.

### 36. Alteration or Amendments

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.

### 37. Repeal or Modification

Any repeal or modification of this Article by the partners of the LLP shall not adversely affect any right of a partner, designated partner or officer of the LLP existing hereunder at the time of such repeal or modification.

*Prakash Singh*

*Arshad Kumar*  
*Ranjit Kumar Singh*  
*Prakash Singh*

Calculus Projects LLP  
*Arshad Kumar*  
*Ranjit Kumar Singh* Partner



### 38. Enforceability of Agreement

The execution, delivery and performance of this Agreement have been duly authorized as per the necessary action and do not and will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination having applicability to any provision of this agreement.

### 39. Entire Agreement

- a. This Agreement, schedules hereto (if any) and any side letter agreements entered into by the partners as on the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.
- b. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither partner can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the other partner(s).

### 40. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

### 41. Limited Liability Partnership Act prevails

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act, 2008 shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency & repugnancy between such laws, the provisions of the Act shall prevail.

### 42. Jurisdiction

In case of any dispute between partners, partners & LLP, the court at PATNA, BIHAR shall have exclusive jurisdiction.

### 43. Severability

If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms.



*Prashant Singh*

*Arshad Hussain*  
*Ranjit Kumar Sinha*  
*Prashant Singh*

Calculus Projects LLP  
*Arshad Hussain*  
*Ranjit Kumar Sinha*



IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Signed and delivered by the within named In the presence of Witnesses

Priti Singh  
(Designated Partner)

1. Priti Singh

Ranjit Kumar Sinha  
(Designated Partner).

2. Ranjit Kumar Sinha

Ashok Kumar  
(Partner)

3. Ashok Kumar

Witness:

1-

Name:

Address:

Address:

Signature:

2-

Name:

Address:

Address:

Signature:



I Identify the deponent LTI  
who has signed in my presence

Dilipendra Singh  
Advocate  
C.B.A. PATNA  
Reg. No. 2847/92

Priti Singh

Ashok Kumar

Ranjit Kumar Sinha  
Priti Singh  
Ranjit Kumar Sinha  
Ashok Kumar  
Calculus Projects LLP  
Partner