



राजस्थान RAJASTHAN

S 559330



LLP
AGREEMENT
OF
EURO PRATIK STAR LLP
(As per Section 23(4) of LLP Act, 2008)

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at the place of Jodhpur, state of Rajasthan on this 28th day of April, 2025 by and

Between

Euro Pratik Sales Limited (CIN: U74110MH2010PTC199072), a Company registered under the provision of Companies Act, 1956, presently having its registered Office at 602, Peninsula Heights, Near C D Barfiwala Lane, Andheri West, Mumbai- 400058, Maharashtra (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns, liquidators and administrators) (hereinafter called as the First Party).


And



NOTARY, JODHPUR
06/05/25


Sudhan
Pratik Singh

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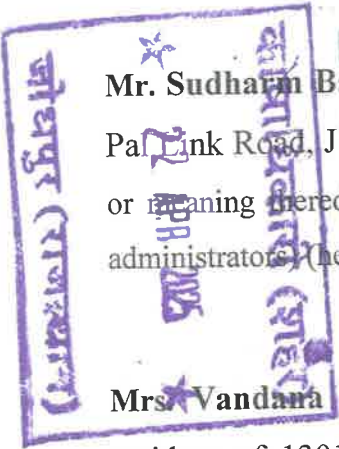
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राजस्थान RAJASTHAN

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Mr. Sudhakar Baxi, Son of Mr. Danesh Baxi resident of 1301 Arihant Ayati, Dev Nagar, Pal Link Road, Jodhpur 342001 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include it's successors, assigns, liquidators and administrators) (hereinafter called as the Second Party).

And

Mrs. Vandana Baxi, daughter of Mr. Umedmal Mehta and wife of Danesh Bakshi, resident of 1301 Arihant Ayati, Dev Nagar, Pal Link Road, Jodhpur 342001 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include it's successors, assigns, liquidators and administrators) (hereinafter called as the Third Party).

WHEREAS the mutual agreement of the Parties hereto as follows:

THAT they all shall become Partners who shall be Designated Partners on incorporation of the LLP to carry on partnership business as a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 (LLP Act) with a view to sharing profit upon the following terms.

IT IS AGREED:



NOTARY, JODHPUR

Sudhakar

Pratik Singh

शिक्षण 4707, 5594, 3238

**LLP AGREEMENT
OF
EURO PRATIK STAR LLP
(As per Section 23(4) of LLP Act, 2008)**

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And

Mr. Sudharm Baxi, Son of Mr. Danesh Baxi resident of 1301 Arihant Ayati, Dev Nagar, Pal Link Road, Jodhpur 342001 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include it's successors, assigns, liquidators and administrators) (hereinafter called as the Second Party).

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IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

In this Deed the following expressions have the following meanings:

"Accounting Year"	a year ending on March 31;
"Accounts"	the accounts of the LLP prepared and approved in accordance with provisions of the LLP Act and given in clause 21 ;
"Act"	The Limited Liability Partnership Act, 2008 as modified from time to time and any legislation or other rules/ regulations made there under;
"Additional Contribution"	an amount to be brought in by a Partner towards Capital on receipt of a Requisition Notice;



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"Additional Partner"

any person who enters into this Deed by execution of a Deed of Admission as a Partner. All references to Partners in this Deed shall include, where the context so allows, any Additional Partner with effect from the Admission Date of the relevant Additional Partner;

"Admission Date"

in relation to a Partner, date specified in the Deed of Admission and in case no date is specified in the Deed of admission the date of execution the deed of admission;

"Auditors"

the auditors as may from time to time be appointed in accordance with the provisions hereof;

"Authorised Signatories"

such persons as may be designated from time to time by the Designated Partners;

"Designated Partners"

means Partners appointed as such in accordance with the provisions of **clause 15**;

"Representatives"

in relation to a Partner or Former Partner, his personal representatives/ trustee in bankruptcy, receiver or other representative legally acting in his place;

"Effective Date"

means the date on which this Deed is executed;

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

2. BUSINESS-

1. To carry on the business as dealers, wholesalers, retailers, commission agents in polystyrene panels, interior mouldings, PVC and acrylic plastic sheets, cork products, fibre cements & allied products, wall paper, plywood boards, decorative plywood, commercial plywood, plywood board, veneer, decorative veneer, commercial veneered/ board, veneers paper board, block board, teak wood, teal boards, teal plywood, hardboard, paste board, card board, straw board, pulp board, laminates of all kinds including metallic and other types and kinds of laminates, timber, timber logs, lumbers and woods of all kinds of laminates, timber, logs, lumbers and woods of all kind and/or any products of timber and wood and/or all kind of furniture, furniture accessories, hardware items and articles of all kinds made up of metals, timber, plastics and other materials, flooring of wooden and/or plastics and other types of floorings and any other product used in decorative segment for exterior and interior use.
2. To carry on the business, in India, as distributors, agents, and traders of or dealers in products, goods, articles, Items, accessories or decorative items, of whatsoever kind, nature or description and to carry on the business of arranging, promoting and managing exhibitions and events on national and international level.
3. To undertake all kinds of jobs as interior decorators, furnishers, cleaners, repairer and render services in all other auxiliary fields and to deal in timber, woods and other construction materials, etc. as may be required for the purpose of exhibitions and events.



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Pratik Star ILP

[Signature]

[Signature]

[Signature]

3. NAME

The name under which the Partnership business shall be carried on will be the one permitted by the Registrar out of the names proposed by mutual agreement of the Parties hereto.

A Limited Liability Partnership shall be carried on in the name and style of EURO PRATIK STAR LLP ("The LLP") and hereinafter called as EURO PRATIK STAR LLP.

4. PLACE

The Partnership business shall be carried on at the address given below:

Shri ram Rishi Maharaj Brahamcharya Asharam, Gaddi Road

City- Jodhpur
State- Rajasthan

District- Jodhpur
Pin Code- 342001

As the principal place of business and at such other place or places as the Partners shall from time to time unanimously agree upon.

5. TERM

The LLP as constituted under this Deed shall be deemed to be have commenced on the 22nd day of April, 2025.

6. CONTRIBUTION

The Contribution of The LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions.

Name of Partner	Amount
Euro Pratik Sales Limited	55,000
Mr. Sudharm Baxi	22,500
Mrs. Vandana Baxi	22,500
Total	1,00,000

The further Contribution if any required by The LLP shall be brought by the partners in their profit sharing ratio and/ or in the manner mutually decided by all the partners.

SEAL/STAMP

The LLP shall have a seal / rubber stamp to be affixed on documents as defined by partners under the signature of at least one Designated Partner.

8. PROFITS & LOSSES AND PARTNER'S INCOME ACCOUNT

- Partnership profits and losses computed as due shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance in the income account, losses shall be charged to his capital account and or Current or Loan Account.
- The net profits of The LLP arrived at after providing for interest to partners on the Current Account and loan given by them shall be divided in the following proportions:

Name of Partner	Profit Sharing Ratio
Euro Pratik Sales Limited	55.00%
Mr. Sudharm Baxi	22.50%
Mrs. Vandana Baxi	22.50%
Total	100%



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- 3) The losses of The LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

Name of Partner	Loss Sharing Ratio
Euro Pratik Sales Limited	55.00%
Mr. Sudharm Baxi	22.50%
Mrs. Vandana Baxi	22.50%
Total	100%

9. WITHDRAWAL OF LOANS -

Every Partner may withdraw the loans advanced or deemed as advanced by him to the Partnership business in accordance with the terms as may be mutually decided by the partners from time to time.

10. REMUNERATION

The LLP shall pay such remuneration to the Designated Partners as may be decided by the All the Partners.

11. BUSINESS TRANSACTIONS OF PARTNER WITH LLP -

A Partner may lend money to and transact other business with the LLP and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

12. BANKING ARRANGEMENTS -

- I. The bankers of the LLP shall be the bank which the Designated Partners from time to time determine and the same shall be notified to all the Partners of the LLP.

- II. All monies, cheques and drafts received by or on behalf of the LLP shall be paid promptly into the bank account of the LLP.

Designated Partners may appoint one or more Designated Partners and any other person by passing a resolution / with the consent of all the partners, to be the Authorised Signatories for the operation of the bank account of the LLP, avail internet banking facilities and other facilities to be provided by the Bank from time to time. Any change in the authorized Signatories shall be initiated if so agreed upon by All the Partners.

- IV. All cheques drawn or instructions for the internet banking/mobile banking/ electronic transfer of monies from any account in the name of the LLP may be drawn or given by the Authorised Signatories and in the case of any instructions for electronic transfer, written confirmation thereof shall be signed by the Authorised Signatories.

13. ADMISSION OF NEW PARTNER -

1. The new partner may be introduced with the consent of all the Partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
2. The Contribution of the partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring minimum contribution as decided by all the Partners.
3. The Profit-sharing ratio of the incoming partner will be in proportion as decided by all the partners.

14. OBLIGATIONS, RIGHTS AND DUTIES

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Each Partner shall at all times:

1. The Partners agree that the name of the LLP is based on the trademark registered on the name "EURO PRATIK" and shall be used in all official communications, legal documents, financial instruments, branding, marketing, and any other business-related activities of the LLP

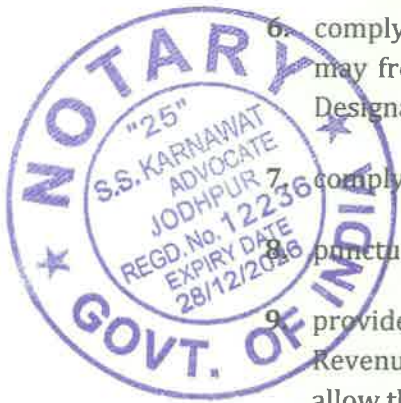
All rights to use the Name "EURO PRATIK" shall belong solely on the discretion of Euro Pratik Sales Limited. The Second Party and third Party shall, during the term of the LLP or after its dissolution or their retirement, use the Name or any deceptively similar name for any business or professional activity without the prior written consent of the Euro Pratik Sales Limited or as otherwise provided in this Agreement. Euro Pratik Sales Limited shall be exclusive user of the Trade name Euro Pratik and under no circumstances the LLP and or other Partners shall claim any type of right, title, interest or any benefit from the Trade name Euro Pratik directly or indirectly.

The Partners shall take all necessary steps to protect the integrity and reputation of the Name. Any damage caused by a The second Party and / or Third Party to the name or goodwill of the LLP or Trade Name Euro Pratik shall be considered a material breach of this Agreement.

2. share the liabilities in the LLP to the extent of amount standing to the credit of his Capital account in the LLP on the date of initiation of any winding up proceedings against the LLP;
3. have the rights, title and interest in all the assets and properties of the LLP in the ratio of Capital;
4. have the right to access, inspect and copy any books or records of the LLP;
5. conduct himself in a proper and responsible manner and use his best skill and Endeavour to promote the Business;
6. comply with all statutes, regulations, professional standards and other provisions as may from time to time govern the conduct of the Business or be determined by the Designated Partners as standards to be voluntarily applied by the LLP to the Business;
7. comply with all internal policies and procedures of the LLP adopted from time to time;
8. punctually pay their debts to the LLP, if any, as they fall due;
9. provide the LLP with such information about the Partner and his taxation affairs as any Revenue Authority shall demand or as the LLP shall be requested to provide in order to allow the LLP to complete any returns, statements or accounts;
10. be just and faithful to the LLP in all transactions with or relating to the LLP and at all times give a just and faithful account of the same and shall upon every reasonable request of the Designated Partners provide a full and correct explanation of them.

Each Designated Partner shall at all times:

- a) take all necessary actions to protect the property and assets of the LLP;
- b) devote the whole of their attention to LLP business diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the LLP;
- c) comply with all statutes, regulations, professional standards and other provisions as may from time to time govern the conduct of the Business or are applicable to the LLP or be determined by all the Designated Partners as standards to be voluntarily applied by the LLP to the Business;



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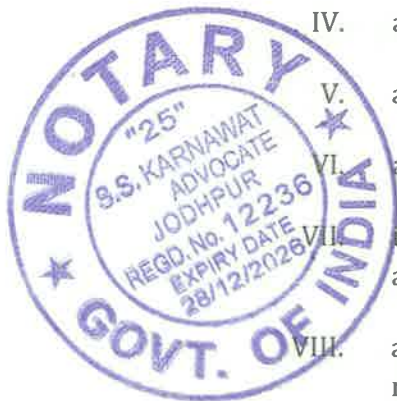
- d) indemnify the LLP or other Partners towards charges or costs incurred to protect the assets of the LLP against any failure to do so;
- e) upon every reasonable request, inform the other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the LLP's Business;
- f) be required to affix the common seal of the LLP to such documents as may be directed by all the Designated Partners.

15. Management -

1. The Partners hereby delegate to the Designated Partners the day-to-day management of the LLP. The Designated Partners shall be responsible for the overall management of the LLP, including its policies direction and management of the Business, and shall call and hold such meetings and take such decisions as it, in its absolute discretion sees fit, from time to time. The Designated Partners shall keep a record of its decisions.
2. No decision of the Designated Partner shall be valid, unless the Designated Partner nominated by the First Party approve the said decision in a meeting. Further, no such decision of the Designated Partner shall be valid unless the Quorum is present in person or by telephone or any other form of electronic communication in the said meeting. All the decisions of the Designated Partners shall be documented and signed by the Designated Partners.
3. The Designated Partners shall have the power to:
 - I. enter into any consultancy agreement with third party in relation to any legal and/ or commercial advice for such fees as may be mutually decided with the third party in relation to the business of the LLP;
 - II. to invest and supervise the surplus funds of the LLP into the Instruments;
 - III. to issue Requisition Notices;
 - IV. approve the admission of Additional Partners in accordance with **clause 13**;
 - V. approve and/force the retirement of Partners.
 - VI. allocate Partners' Profits and Losses in accordance with **clause 8**.
 - VII. incur and pay all costs, charges, expenses etc. incidental to the management, administration and / or execution of the LLP;
 - VIII. agree the amount of Drawings for Partners in accordance with the partners mutually decide; and
 - IX. take such other actions as it is entitled to under this Deed.
 - X. The Designated Partners shall be responsible for calling a meeting of the Partners at least one time each year. Partners may attend by means of conference telephone, video conference or similar electronic means.

16. CONDUCT OF MEETINGS -

- a) All the matters requiring decision of the Designated Partners under this Deed shall be approved in a meeting of the Designated Partners.
- b) The meeting of Partners shall be called by any of the Designated Partner by sending a 7 days prior notice to all the Designated Partners at their address registered with the LLP or by mail at the Email ids provided by the Partners to the LLP. Provided the meeting be



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called at shorter notice, if majority of the Partners agrees in writing to the same before the meeting.

- c) The meeting of the Designated Partners shall ordinarily be held at the Registered Office of the LLP or at any other place as per the convenience of the Partners.
- d) Designated Partners may attend the meeting by remaining present or by means of conference telephone, video conference or similar electronic means.
- e) The Quorum shall be treated only if the Designated Partner nominated by the first Party is present in the Meeting. The quorum for the meeting of Partners shall be at least two (2) persons present whether in person or by means of conference telephone, video conference or similar electronic means. If a quorum is not present, the meeting shall be adjourned to the same time and place in the following week.
- f) The Designated Partner shall ensure that all the decisions taken at the meeting are recorded in the minutes within fifteen (15) days of taking such decisions and are kept and maintained at the Registered Office of the LLP.

17. CESSATION OF EXISTING PARTNERS

- a) Partner may cease to be partner of The LLP by giving a notice in writing of not less than Ninety days to the other partners of his intention to resign as partner.
- b) 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 The LLP with fraudulent purpose.
- c) The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

18. EXPULSION OF PARTNER -

This provision of this Agreement shall operate as an express agreement of the Partner: 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 day's time for his response ; and in that event the Partner expelled shall be entitled to the benefits of a retiring Partner in accordance with the provisions of this Agreement in that behalf.

19. CONTRACTING ON BEHALF OF THE LLP -

All contracting by way of placement of orders for supplies to the LLP shall be carried out only by the Designated Partners in the manner as mutually agreed upon between them at any time and from time to time.

20. EXTENT OF LIABILITY OF EURO PRATIK STAR LLP

Euro Pratik Star LLP is not bound by anything done by a partner in dealing with a person if—

- I. the partner in fact has no authority to act for The LLP in doing a particular act; and
- II. The person knows that he has no authority or does not know or believe him to be a partner of The LLP.

21. MISCELLANEOUS PROVISIONS

- a) The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him

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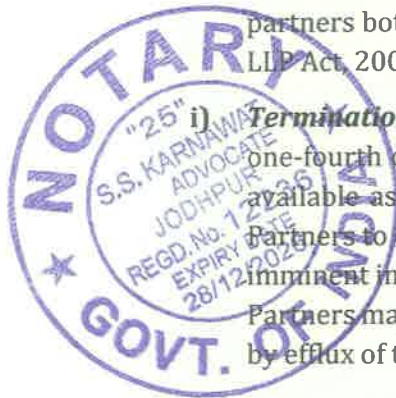
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- i. in the ordinary and proper conduct of the business of the limited liability partnership; or
 - ii. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
- b) **Books of accounts-** The books of accounts of the firm shall be kept at the registered office of The LLP for the reference of all the partners.
- c) **Accounting year-** The accounting year of The LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this The LLP till 31st March of the subsequent year.
- d) **Audit** - The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.
- e) **Division of Annual Profit of the LLP** - As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, shall be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.
- f) It is expressly agreed that the bank account of The LLP shall be operated by any one of the First and Second Party and/or by the Authorised signatory, if authorized.
- g) **Covenant against breaking away** - During the first five years of the subsistence of this agreement, none of the Parties hereto shall be entitled to part with the LLP unless mutually agreed upon in writing.
- h) **Partners and LLP to ratify this agreement to be bound** - This agreement shall become valid to bind the LLP on its incorporation on its being ratified by all of its partners both for themselves and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.
- i) **Termination & Dissolution** - If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Partners to contribute further capital of 25% or more of the entire capital of the LLP is imminent in order to carry on its business as a solvent entity, a majority in value of the Partners may require the LLP to be dissolved and wound up as if the same has occurred by efflux of time.
- j) **Arbitration-** All disputes between the partners or between the Partner and the LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996). The Place of Arbitration shall be Mumbai, Maharashtra, India.
- k) **Entire agreement, Severability & Waiver** -

- I. The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.
- II. If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.

- III. A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed



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exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

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

Signed and delivered by the

For and on behalf of

EURO PRATIK STAR LLP

SIGNED as a deed by **Euro Pratik Sales Limited**

(First Party- Designated Partner)

P. Pratik Sales Limited



SIGNED as a deed by **Mr. Sudharm Baxi**

(Second Party- Designated Partner)

Sudharm



SIGNED as a deed by **Mrs. Vandana Baxi**

(Third Party- Designated Partner)

Vandana

Witness:

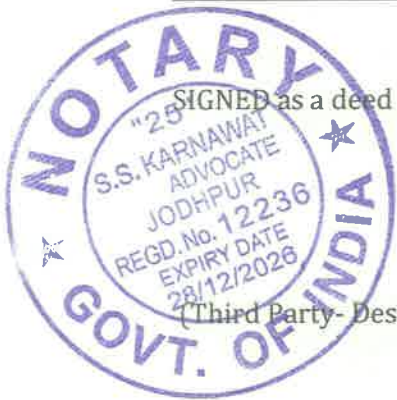
a) Name: _____

Address: _____

Signature: _____

ATTESTED

NOTARY S.S. KARNAWAT
06/05/25



b) Name: _____

Address: _____

Signature: _____



ATTESTED

NOTARY, JODHPUR
06/11/25