



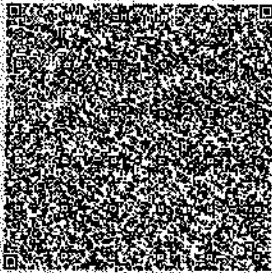
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No. : IN-DL59100016153660P  
Certificate Issued Date : 17-Mar-2017 04:05 PM  
Account Reference : NONACC (BK)/ dlbobbk02/ PASCHIM VIHAR do not use/DL-DLH  
Unique Doc. Reference : SUBIN-DL DLBOBBK0218720884863433P  
Purchased by : ANKIT INTERNATIONAL  
Description of Document : Article 46 Partnership  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : ANKIT INTERNATIONAL  
Second Party : NA  
Stamp Duty Paid By : ANKIT INTERNATIONAL  
Stamp Duty Amount(Rs.) : 5,000  
(Five Thousand only)



-----Please write or type below this line-----

Campus Activewear Pvt. Ltd.

Authorized Signatory

VO 0006051570

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoelstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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## DEED OF ADMISSION

This deed of admission is made on this 25<sup>th</sup> day of March 2017 between:

1. Hari Krishan Aggarwal S/o. Sh. Mange Ram Aggarwal, aged about 60 years R/o 42/42, West Punjabi Bagh, New Delhi-110026, India (hereinafter referred to as Party of the 'Part of first part')
2. Nikhil Aggarwal S/o. Sh. Hari Krishan Aggarwal, aged about 32 years R/o 42/42, West Punjabi Bagh, New Delhi-110026, India (hereinafter referred to as Party of the 'Part of second part')

AND

3. Campus Activewear Private Limited, a company incorporated under the (Indian) Companies Act, 1956, having CIN U40108DL2008PTC183629 and PAN AAHCA3072C, having its registered office at D-1, Udyog Nagar, Main Rohtak Road, New Delhi - 110041, India (hereinafter called the 'Part of third part')

Unless context otherwise requires, the term Party shall include their heirs, successors, assignees, executors, administrators and legal representatives, etc.

The Party of First Part and Second Part are hereinafter referred to as 'Continuing Partner' and Third Part is hereinafter referred to as 'Incoming Partner'.

WHEREAS the said First Part and Second Part are partners in the firm M/s Ankit International, Registered Office at 42/42 West Punjabi Bagh, Delhi-110026 and Factory at Plot No.62, Bhatoli Kalan, Baddi, Distt. Solan-173205, Himanchal Pradesh and are bound as such under a deed of partnership executed by them on the 22<sup>nd</sup> day of May 2015 hereinafter referred as the "partnership deed".

AND WHEREAS the said Third Part is desirous of being admitted as a partner in the aforesaid firm and invest a sum of Rs 50,00,00,000 (Rupees Fifty Crores only), or any other sum as may be mutually agreed between the parties subsequently, payable at a date as agreed mutually between the Parties, as capital and the said First Part and Second Part are willing to admit him as an additional partner.

AND WHEREAS the parties hereto have expressed their desire to record the terms and conditions of Admission of the Party hereto of the Third Part as new partner into writing.

NOW THEREFORE THIS DEED OF ADMISSION WITNESSTH AS UNDER:

1. That, the business of the partnership firm shall be carried on under the name and style of: "Ankit International" and/or in such other name(s) as may be mutually agreed upon from time to time.
2. That, Registered Office is situated at 42/42, West Punjabi Bagh, Delhi-110026 and the partnership business shall be carried on at Plot No.62, Bhatoli Kalan, Baddi, Distt. Solan-

  
**Campus Activewear Pvt. Ltd.**  


Director

173205, Himachal Pradesh and or at such other place(s) as the parties hereto may, from time to time, mutually decide in addition to or in substitution of the aforesaid premises.


3. That, the partnership firm shall carry on business of Manufacturing & Trading of Footwear, or any other business in addition to or in substitution thereof as the parties hereto may mutually decide from time to time.
4. That the partnership shall be effective w.e.f. 29th March 2017 and is at WILL.
5. No interest will be payable to any partner on their capital account.
6. The Net Profit of the partnership business as per the accounts maintained by the partners after deducting all expenses relating to business of the partnership including rent, salaries and other establishment expenses shall be divided and distributed between the partners in the following proportion:

Party of the First Part	0.5%
Party of the Second Part	0.5%
Party of the Third Part	99.0%


The loss, if any, including loss of capital suffered in any year shall be apportioned in the above proportion:

7. That the accounting year of the partnership firm shall be from 1st April to 31st March each year.
8. That the bank account(s) shall be maintained in the name of the firm and shall be operated by Mr. H.K. Agarwal (authorised signatory of the party of the Third Part) or by the partners hereto as may be mutually decided from time to time.
9. That regular and proper books of accounts and records shall be maintained properly relating to the partnership business and partners shall have free access to them at all hours of business and shall be at liberty to inspect, copy or to make extracts from the same.
10. That partners shall have a right to take part in the conduct of the business of the firm. All the partners shall be just and faithful to each other in all their dealings and transactions whatsoever during the course of the business of the partnership and carry on the same to the greatest common advantage.
11. That no partner shall be entitled to raise any loan on behalf of the firm without the consent of the other partner and the partner contravening this clause shall be personally liable thereto.
12. That all the partners shall punctually pay and discharge their personal debts and liabilities and shall always keep the firm effectually indemnified against the same.



Campus Activewear Pvt. Ltd.  
  
Authorized Signatory

13. That none of the partners shall without the written consent of other, release or compound any debt owing to the firm or diminish security to the firm without receiving full amount thereof or lend money or deliver goods belonging to, or give credit on behalf of the firm otherwise than in the usual course of the business of the firm or make himself liable as bailor or surety for any person or make any assignment whether absolute or by way of mortgage or declaration of trust of his share or interest in the partnership firm to any other person or introduce any new partner in the business or do or knowingly permit to be done anything whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execution.
14. That the partnership firm shall not be liable for any individual activities of the partners extraneous to this partnership.
15. That the partnership may be dissolved by either party by giving three calendar months' notice in writing to the other party of his intention to dissolve the firm.
16. That the retiring or outgoing partner shall not be entitled to any goodwill of the firm nor shall he be entitled to use the name of the firm or the business.
17. That the partnership shall be governed by the Indian Partnership Act and except that on the death or demise of the parties hereto the firm shall not be dissolved but shall continue to be carried on by the surviving partners and the heirs or representatives of the deceased partner under such terms and conditions as may be agreed upon between the parties.
18. That any of the terms of the partnership deed may be varied, amended, altered or added with the mutual consent of the parties referred to above.
19. That any other matter not provided in this deed shall be decided by the partners by mutual consent.
20. That in case of dispute or differences between the parties, the same shall be referred to Arbitration and provisions of Indian Arbitration & Conciliations act, 1996, then-in-force shall be applicable.



Campus Activewear Pvt. Ltd.



Authorised Signatory

IN WITNESS WHEREOF THE PARTIES TO THIS DEED HAVE AFFIXED THEIR SIGNATURES IN THE PRESENCE OF WITNESSES WHOSE SIGNATURES APPEAR HERE UNDER:

He 25.3.2017  
(Hari Krishan Aggarwal)

Party of the First Part

(Nikhil Aggarwal) 25.03.2017  
Party of the Second Part

Campus Activewear Pvt. Ltd.

He 25.3.2017  
Authorised Signatory

For Campus Activewear Private Limited

Party of the Third Part

WITNESS:

1. Manoj Kumar  
H.No. 1246 Vashundhara  
Ghaziabad (U.P.)

2. JITENDER GPTA  
A-8/8, Sector-15,  
Rohtak, Delhi

### ADDENDUM TO THE DEED OF ADMISSION

This Addendum agreement is being executed to amend the Deed of Admission dated 25 March 2017 between Mr Hari Krishan Aggarwal, S/o. Mr. Mange Ram Aggarwal, Mr Nikhil Aggarwal, S/o. Mr. Hari Krishan Aggarwal and Campus Activewear Private Limited (CIN U40108DL2008PTC183629).

The clause for capital contribution for admission shall be stand replaced with the following:

"AND WHEREAS the said Third Part is desirous of being admitted as a partner in the aforesaid firm and invest a sum of Rs 20,00,00,000 (Rupees Twenty Crores only), or any other sum as may be mutually agreed between the parties subsequently, payable at a date as agreed mutually between the Parties, as capital and the said First Part and Second Part are willing to admit him as an additional partner."

Signed by

As Witness:

1. Atendra Kumar  
A-878, Sec - 15, Rohini  
Delhi

Mr Hari Krishan Aggarwal

For ANKIT INTERNATIONAL

2. Manoj Kumar  
H.No. 1246 Vasundhara Ghaziabad

\_\_\_\_\_  
(Party of the First Part)  
Auth. Signatory

As Witnesses:

1. Atendra Kumar  
A-878, Sec - 15, Rohini  
Delhi

Mr Nikhil Aggarwal

For ANKIT INTERNATIONAL

2. Manoj Kumar  
H.No. 1246 Vasundhara Ghaziabad

\_\_\_\_\_  
(Party of the Second Part)  
Auth. Signatory

As Witnesses:

1. Atendra Kumar  
A-878, Sec - 15, Rohini  
Delhi

For Campus Activewear Private Limited  
Campus Activewear Pvt. Ltd.

2. Manoj Kumar  
H.No. 1246 Vasundhara  
Ghaziabad.

\_\_\_\_\_  
(Party of the Third Part)  
Authorized Signatory