

महाराष्ट्र MAHARASHTRA

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BF 487564

27 JAN 2022 Sub-Treasury Officer.

This Agreement of Limited Liability Partnership made at Mumbai on this, FEBRUART, 2022.

BETWEEN

1. MR. PARBAT RAMJI PATEL son of Ramji Patel, residing at A/704, Charkop Jinay Chs Ltd, Plot No 11, Sector 8, Nr Sai Siddhi Building, Kandivali (West), Mumbai -400067 (DIN 05228602) (PAN AAHPP7209F) which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees hereinafter called the party of the Continuing Designated Partner as referred to as First Part;

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TEJRAJ BUILDCON PVT. LTD.,

DIRECTOR AUTHORISED SIGNATORY.

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2. MR. ROHIT PARBAT PATEL son of Parbat Ramji Patel, residing at A/704, Charkop Jinay Chs Ltd, Plot No 11, Sector 8, Nr Sai Siddhi Building, Kandivali (West), Mumbai-400067 (DIN 09386679) (PAN CIPPP6886C) which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees hereinafter called the party of the Retiring Designated Partner as referred to as the Second Part; and

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3. M/S TEJRAJ BUILDCON PRIVATE LIMITED (CIN NO U45209MH2011PTC213741)

PAN AADCT7691J) a Private Limited Company incorporated under companies act, having its office at 201, Acme Shopping Arcade, Sona Talkies Compound, Trikamdas Road, Kandivali (West), Mumbai-400067 through its authorized representative Mr. Samir Thakershi Shethia (DIN 01720669) which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees hereinafter called as Incoming Designated Partner and referred to as the party of the Third Part;

Whereas the parties hereto of the first and second part are carrying on the business in Limited Liability Partnership (LLP) under the name and style of M/s Oxford Navrang Realty LLP as from the 16th November 2021 under and by virtue of the LLP Agreement dated 16th November 2021 entered into between them.

The parties are desirous of recording the terms and conditions governing their relations inter se with each other and with the LLP as here under provided.

The parties hereto agree and accept that this supplemental agreement shall overrides and supersedes the terms and conditions mentioned in the LLP agreement dated 16th November 2021.

Now it is hereby agreed by and between the parties hereto as follows:

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DIRECTOR/AUTHORISED SIGNATORY.



DEFINITIONS:

In this agreement and the schedules to it the following terms shall have the following meanings under the context otherwise requires.

'Accounting Year' means the financial year as defined in the Limited Liability Partnership Act, 2008.

"The Act" or "LLP Act" means the Limited Liability Partnership Act 2008.

"Business" includes every trade, profession service and occupation.

"Change" means a change in the constitution of the body of partners or Designated Partners other than their admission afresh.

'Designated Partner' means any partner designated as 'Designated Partner'.

'Partner' means the any person who becomes a Partner in the Limited Liability Partnership Agreement.

"LLP" means the limited liability partnership formed pursuant to this LLP agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

Other terms have same as given in the Act.

1. Commencement:

2. Name and Style:

The limited liability partnership name shall be M/s. OXFORD NAVRANG REALTY LLP ('LLP') and shall be carried on in the name and style of OXFORD NAVRANG REALTY LLP and such other name as the partners may from time to time unanimously agree upon.

3. Place of Business:

The be M/s. OXFORD NAVRANG REALTY LLP shall have its registered office at 102, 1st Floor, A wing, Sigma Emerald Building, Off Anand Nagar, Vishal CHSL, Santacruz-East, Mumbai 400055, and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

If any change in the registered office of the LLP is from one state to another state, the LLP having secured creditors shall also obtain consent of such secured creditors.

4. Business of Limited Liability Partnership:

Business of the LLP shall be that of – To carry on the business of developers, builders, general construction contractors, Estate Agents, Erectors, Constructors of buildings, houses, apartments, structures, shelters, civil engineering and/or residential, office, industrial premises and to acquire, buy, purchase, lease, develop, renovate, improve, maintain, exchange or otherwise own property, estates, lands, industrial sheds, garage houses, hails, godown, shops, warehouses, office premises, mill, factories, chawls, dwelling houses, residential accommodation, farm house, holiday resorts, hotels, parks, swimming pools, amusement parks, bridges, highway, roads or other infrastructural projects, immovable properties, rights in tangible and in tangible forms (FSI/TDR etc) in joint ventures and otherwise.

And other ancillary business more particularly described in the schedule 1 annexed herewith.

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DIRECTOR/AUTHORISED SIGNATORY.



5. Term / Duration:

The term of the Limited Liability Partnership is at will of all the partners, it can be extended by the partners for any period further as decided unanimously.

6. Capital Contribution:

a) The initial capital of the partnership required for the purpose of constituting this partnership business is quantified at Rs. 1,00,000/- (Rupees One Lac Only) and shall be contributed by the Partners hereto in the following manner:

Sr. No.	Name of The Designated Partner	Contribution in Rs.	% of Total Contribution
1	MR. PARBAT RAMJI PATEL	51,000	51%
2	M/s TEJRAJ BUILDCON PRIVATE LIMITED	49,000	49%
	TOTAL	1,00,000/-	100%

b) The Parties shall make further capital contribution towards the partnership business, as and when required, as may be mutually agreed by and between the partners hereto from time to time, having regard to the needs of the partnership business. However, as far as possible the respective capital of the partners should be maintained in the proportion of their profit-sharing ratio.

7. Interest thereon payable to and / or receivable from partners:

- a) Simple interest @ 12% p.a. or such other rate as may be mutually agreed upon between the Parties hereto or as may be prescribed u/s 40 (b) of the Income Tax Act, 1961 or any other applicable provisions of law at that time in force shall be payable by the LLP on the amount standing to the loan account/s of any Partner(s). If there is any debit balance on the account/s of any partner/s, interest at the same rate shall be payable by partners to the LLP.
- b) Interest payable to or by the Partner(s) will be calculated on daily products basis and will be credited/debited to their respective accounts at the end of the year.
- c) In the event of loss or lower income, the Partner(s) will be free to renegotiate the rate of interest which may even be NIL or lower than 12% p.a. as the Partners may mutually agreed from time to time

8. Profit and Loss:

The net profit and loss of the LLP including capital profits and losses shall be distributed between the Partners in the following proportion:

Sr. No.	Name of The Designated Partner	% of Profit Sharing Ratio
1	MR. PARBAT RAMJI PATEL	51%
2	M/s TEJRAJ BUILDCON PRIVATE LIMITED	49%
	TOTAL	100%

First Designated Partners:

Sr. No.	Name of The Designated Partner	DPIN of Designated Partner/Authorized Representatives	PAN OF Designated Partner/Authorized Representatives
1	Mr. Parbat Ramji Patel	05228602	AAHPP7209F
2	M/s TEJRAJ BUILDCON PRIVATE LIMITED Represented by Mr. Samir Thakershi Shethia	01720669	AJEPS5056M

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10. Refund of Contribution (Applicable to Incoming Designated Partner) The Contribution of partners will not be refundable except:

a. In Case of death, resignation, expulsion or cessation of the partner.

b. Winding up of LLP.

When it is decided that the business of the LLP be closed, all the secured and unsecured creditors shall be first paid. All the liabilities of LLP shall be cleared. Balance, if any, shall be distributed among partners in profit sharing ratio at the time of closure of the business.

Refund of Contribution (Applicable to Retiring Designated Partner)

Account of Mr. Rohit Parbat Patel shall be finalized upto 5th february, and balance standing in the name of the Retiring Designated partner shall be paid off.

11. Admission of New Partner:

- 1. The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the M/s. OXFORD NAVRANG REALTY LLP.
- 2. The Contribution of the incoming partner may be tangible, intangible, Moveable or immoveable property or in the form of cash contribution.
- 3. The Profit-sharing ratio of the incoming partner will be decided mutually at the time of his introduction to the partnership M/s OXFORD NAVRANG REALTY LLP

Rights of Partner:

- 1. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said M/s. OXFORD NAVRANG REALTY LLP in the proportion of their Contribution.
- 2. Every partner through its authorized representative has a right to have access to and to inspect and copy any books of the M/s. OXFORD NAVRANG REALTY LLP.
- 3. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and M/s. OXFORD NAVRANG REALTY LLP shall have no objection thereto provided that the said partner has intimated the said fact to M/s. OXFORD NAVRANG REALTY LLP before the start of the independent business and moreover he/she shall not use the name of the M/s. OXFORD NAVRANG REALTY LLP to carry on the said business.
- 4. If any partner shall advance any sum of money to M/s. OXFORD NAVRANG REALTY LLP over and above his due contribution to capital, the same shall be a debt due from the M/s. OXFORD NAVRANG REALTY LLP to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
- 5. M/s. OXFORD NAVRANG REALTY LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve M/s. OXFORD NAVRANG REALTY LLP.
- 6. The partners have joint decisions on appointment, retaining and terminations and terms of consultants/architects/contractors.
- 7. The designated partner can appoint any person as its representative by passing the resolution in its meeting.
- 8. On the insolvency of the designated partner such partner shall inform the LLP and to the other partners about the same within 7 days.

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- 9. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the M/s. OXFORD NAVRANG REALTY LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the M/s. OXFORD NAVRANG REALTY LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
- 10.On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the M/s. OXFORD NAVRANG REALTY LLP.

13. <u>Duties of Partners:</u>

- 1. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- 2. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- 3. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the M/s. OXFORD NAVRANG REALTY LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the M/s. OXFORD NAVRANG REALTY LLP.
- Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- 5. To use their special expertise, skill and experience in furthering the business of the LLP;
- To provide guidance, oversight and supervision to the LLP;
- To ensure best business practices and ensure timely compliance with regulatory and statutory requirements;
- 8. To discharge all statutory liabilities of the LLP.
- 9. To conduct the business through the most efficient corporate legal structure.
- 10. In case any of the Partners of the M/s. OXFORD NAVRANG REALTY LLP desires to transfer or assign his interest or shares in the M/s. OXFORD NAVRANG REALTY LLP he can transfer the same with the consent of all the Partners.
- 11. No Partner shall without the written consent of other Partners: -
- Engage or except for gross misconduct, dismiss any employee of the partnership
- Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the M/s. OXFORD NAVRANG REALTY LLP.
- Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.
- Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein.

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- Engage directly or indirectly in any business competing with that of the limited liability partnership.
- Lend money or give credit on behalf of the M/s. OXFORD NAVRANG REALTY LLP or to have any dealings with any persons, company or LLP whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the M/s. OXFORD NAVRANG REALTY LLP by the partner incurring the same.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the M/s. OXFORD NAVRANG REALTY LLP except upon the written consent given by the other partner.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.

14. Duties of Designated Partner:

- 1. First Party and/or Authorized representative of the Third Party shall act as the Designated Partner of the M/s. OXFORD NAVRANG REALTY LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
- 2. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- 3. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- 4. The Designated Partners should fulfill all the conditions and requirements as prescribed under the limited liability partnership act, 2008 and notification issued under the act.
- 5. The Designated Partners shall be responsible for filing all returns, statements, documents etc. as required by the limited liability Partnership Act, 2008 and Limited Liability Partnership Rules, 2009.
- 6. The M/s. OXFORD NAVRANG REALTY LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the M/s. OXFORD NAVRANG REALTY LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

15. Powers of Partners:

- Both the partners shall take part in the management of LLP.
- b. Both the partners by prior written mutual consent pledge/hypothecate/mortgage assets of LLP for borrowing money for the purposes of the business of the LLP only.
- c. Delegate powers either through authority letter or by executing special power of attorney in favour of delegate.

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16. Cessation of Existing Partners:

- 1. Partner may cease to be partner of the M/s. OXFORD NAVRANG REALTY LLP by giving a notice in writing of not less than 30 days (More than 30) to the other partners of his intention to resign as partner.
- 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 M/s. OXFORD
 NAVRANG REALTY LLP with fraudulent purpose.
- The M/s. OXFORD NAVRANG REALTY LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

17. Extent of Liability of M/s. OXFORD NAVRANG REALTY LLP:

M/s. OXFORD NAVRANG REALTY LLP is not bound by anything done by a partner in dealing with a person if—

- a. the partner in fact has no authority to act for the M/s. OXFORD NAVRANG REALTY LLP in doing a particular act; and
- b. the person knows that he has no authority or does not know or believe him to be a partner of the M/s. OXFORD NAVRANG REALTY LLP.

Miscellaneous Provisions

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

- a. in the ordinary and proper conduct of the business of the limited liability partnership; or
- in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

18. Meeting

- 1. The meeting of designated partners may be called by giving 7 days' notice. In case if any urgent meeting is called the notice requirement is to be rectified by all the Partners.
- 2. The matter discussed in the M/s. OXFORD NAVRANG REALTY LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
- 3. The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address or in case of urgent meeting the same can be called by telephonic conversation but the notice requirement is to be rectified by all the Partners.
- 4. The meeting of Partners shall ordinarily be held at the registered office of the M/s. OXFORD NAVRANG REALTY LLP or at any other place as per the convenience of partners.
- 5. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the M/s. OXFORD NAVRANG REALTY LLP.

19. Common Seal

The LLP shall have a common seal and the same shall be affixed to any document or contract as may be required.

20. Mutual Covenants of the Partners:

(a) Engage directly or indirectly in any business competing with that of the limited liability partnership except other directorship and partnership of Partners/Designated Partners as on date which already disclosed by each Partner/Designated Partner.

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- (b) Engage or except for gross misconduct, dismiss any employee of the LLP;
- (c) Employ any of the moneys, goods or effects of the limited liability partnership or pledge the credit thereof, except in the ordinary course of business and upon the account or for the benefit of the partnership.
- (d) Give any security or promise for the payment of money on account of the limited liability partnership, except in the ordinary course of business.
- (e) Compromise or compound or release, except upon payment in full or discharge any debt due to the M/s. OXFORD NAVRANG REALTY LLP.

All the matters not expressed provided in this agreement shall be decide unanimously by all the partners in writing.

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

21. Bank Account:

The LLP shall open Bank Account(s) with such bank(s) as may be mutually agreed upon by the Partners hereto. The account(s) shall be operated jointly by authorized representatives of the Designated partners or as may be mutually decided by the partners.

22. Borrowings

For the purpose of the business of LLP, the LLP shall borrow any money from any Bank, Financial Institutions, NBFC, etc. The Borrowings may be secured or unsecured, the security may be created jointly by all the parties wherever required. The borrowing should be from specific lenders and for specific projects and with joint decision. It is hereby agreed that interest rate shall be payable by the LLP on the said borrowings as may be mutually agreed by the partners.

The LLP may take loans from partners or any other agreed persons in the capital contribution ratio. It is hereby agreed that interest at the rate prescribed under Income Tax Act 1961 or the rate as may be mutually agreed upon will be paid to partners on the loans taken. In respect of loans taken from other agreed persons interest shall be paid at the rate mutually agreed by partners of the LLP on the said loans.

23. Intellectual Property

All brand names, logos, trademarks, etc used by this LLP for any project-development undertaken by the LLP shall belong solely to LLP only.

24. Loans From/to Partners

The LLP may take loans from partners. It is hereby agreed that Interest as per Income tax act 1961 shall be payable by the LLP on the said loans received from partners.

The LLP may grant loans to its partners. The giving of such loans and interest on loans will be determined by partners unanimously.

23. Books of Account and Records:

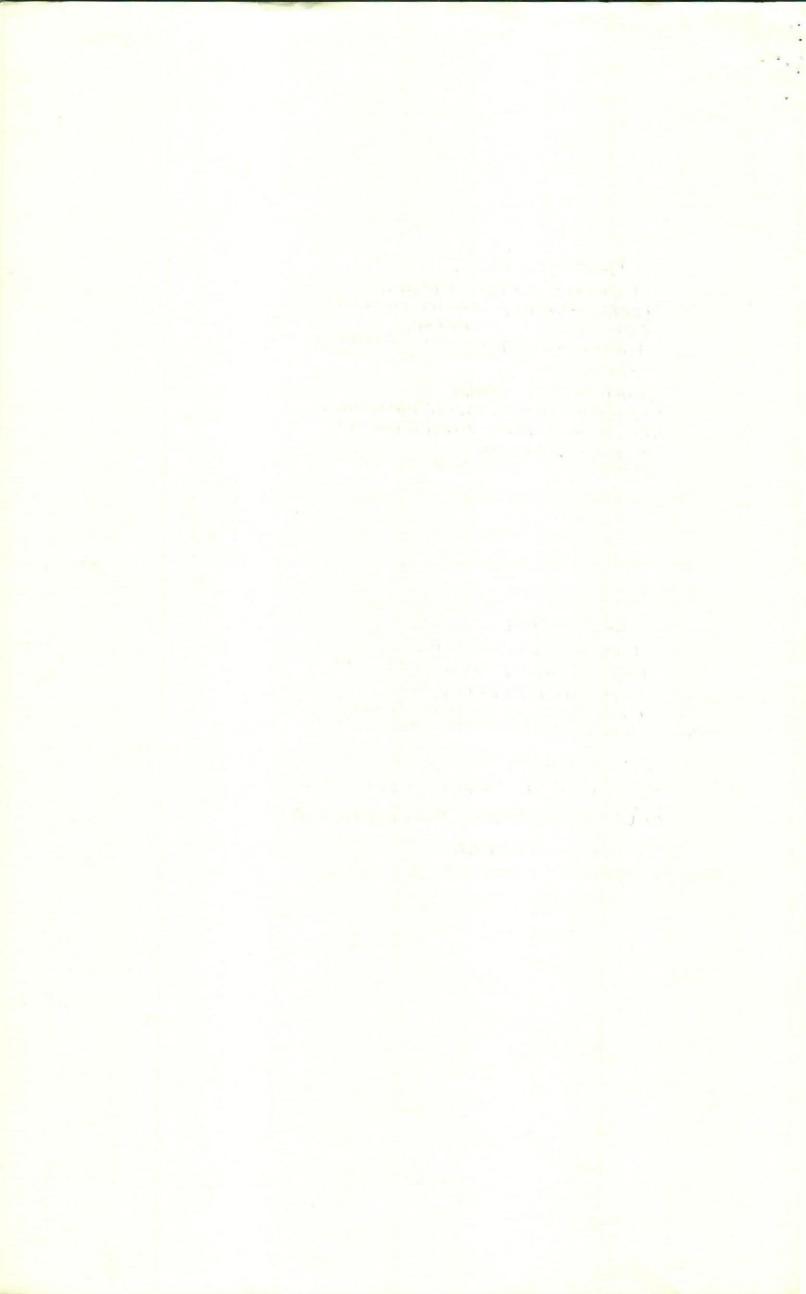
All appropriate records of the business and transactions of the LLP shall be maintained in original and soft copies at the Office, and details shall be entered of all particulars of the monies, goods and effects belonging to or owned by the LLP and all matters relating to the business of the LLP as are usually entered in the books kept by the persons engaged in the business of like nature. All Partners shall at all reasonable times have free access or right to inspect the books. As soon as practicable after the end of the accounting year in each and every year during continuance of the partnership business, Profit and Loss Account shall be drawn and an audited Balance Sheet shall be prepared up to the end of every accounting year of the immovable property, assets, stock-in-trade, credits,

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MR. ROHIT PARBAT PATEL	l oct
Retiring Designated Partner)	
In presence of.	
1) Deolhia K.L. KORSHI LACJI DEDHIA 1661S, CHARKOP SAMRAT CHSCID, (ECTORNO.I. CHARKOP, KANDINALI W.) DWMBAI- 400067. KANDINALI W.) DWMBAI- 400067. ZIMHINGU JIGNA MANOJ HINGU. ROOMNO II, ASHA PREMJI PATEL (KAWL, ORLEM TANK ROAD, MIALAD (WEST), MUMBAI - 400064. OLUPATION! - OFFICE ASSISTANT.	
M/s TEJRAJ BUILDCON PRIVATE LIMITED)	TEJRA. BUILDCON PVT. LTD.,
Through its Authorised Representative)	Drug.
MR. SAMIR THAKERSHI SHETHIA	DIRECTOR AUTHORISED SIGNATORY.
In presence of. 1) Dedhia K.L. KORSHI L. DEDHIA, 16615, CHARKOP SAMRAT CHS LTD, Sectol HO.I, Chewloop, KANDIVAN (W), MUMBAI- LOOD 67. 2) J.M.Hingu OCCUPATION!- ACLOUNTANT, JIGNA MANOJ HINGU ROOM NO. 11. ASHA PREMDI PATEL CHAN OKLEM TANK ROAD, MALAD (WEST) MUMBAI - 400064. OUUPATION! OFFICE A SSISTANT.	



interest and debts and liabilities of the partnership business and of all transactions, matters and things usually included in an account of the like nature. The said audited accounts shall be signed by the Designated partners and the same shall be conclusive and final between the partners as to the matters stated therein and the same shall be binding upon all the partners unless detection of some manifest error within 3 months after signing thereof, in which case, such error shall be promptly rectified.

Limited Liability Partnership shall ensure that decision taken by it are recorded in the minutes within thirty days of taking of such decision and are kept and maintained at the registered office of the Limited Liability Partnership.

Books of accounts shall not be removed from the place of business of the limited liability partnership without the written consent of all the partners.

24. Arbitration:

All disputes between the partners or between the Partner, partners and legal representative of the partners and the M/s. OXFORD NAVRANG REALTY 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).

25. Amendment in the Limited Liability Partnership Agreement:

No alteration to or amendment in this limited liability partnership shall be valid unless it is in writing as a Supplement to this agreement and duly signed by every partner of the limited liability partner as on the date of alteration or amendment.

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

Signed and Delivered by the

Vermany 27 MR. PARBAT RAMJI PATEL Continuing Designated Partner In presence of. 1) Dedhie K.L. KORSHI LAWI DEDHIA 1661S, CHARKOP SAMRAT CHS LTD, SECTORNO.1, CHARKOP, (KANDIVALIO (W), MUMBAI-400067. OCCUPATION: ACCOUNTANT 2) J.m. Heingu) JIGNAM ANDI HINGU ROOMNO.II, ASHA PAREKH CHAWL OREM TANK ROAD, MALAD (W) MWMBAI - 400064. OCCOPATION :- OFFICE ASSISTANT



SCHEDULE 1

ANCILLARY BUSINESS CARRIED OVER BY THE LLP

THE ANCILLARY BUSINESS IS:

- 1) To acquire by purchase or otherwise any land, buildings, structures, sheds, godowns and to develop, alter, improve or renovate the same as may be required for the purpose of the business of the LLP.
- 2) To purchase, acquire or otherwise obtain and to enter into all manner of technical, financial and/or other collaboration agreements or local body or authority or government, both central as well as state in india or in any part of the world for the purchase or acquisition of technical knowledge, know-how or any other secret, technical, managerial operating, commercial or other information for the purpose of carrying on the business of the LLP.

3) To undertake and execute any contracts for works involving the supply for use of labour equipment and appliances and to carry over any ancillary or other works comprised in such contracts, concerning the main objects.

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DIRECTOR/AUTI ORISED SIGNATORY.

