



महाराष्ट्र MAHARASHTRA

2015

V 905325



जिल्हा कोषागार कार्यालय,  
ठाणे  
- 7 NOV 2015  
गुदांक प्रमुख लिपीक / लिपीक  
21/11/2015

### Limited Liability Partnership Agreement

THIS Agreement of Limited Liability Partnership is made at NAVI MUMBAI on this 16th day of November, 2015.

#### Between

Shri Manish Pardasani, individual, aged about 42 years old, PAN AHDPPI965F residing at 701, Laxmi Niwas, 16<sup>th</sup> Road, Khar (W), Mumbai 400052, hereinafter referred to as the "FIRST PARTY" (which expression shall unless repugnant to the context include the Party of the First Part's permitted successors, nominees and assigns)

#### And

Shri Savinder Singh Lamba individual, aged about 41 years old, (PAN AABPL9671K) residing at 501/B, Sea Gull CHSL, Shirley Rajan Road, Bandra (W), Mumbai 400050 hereinafter referred to as the "SECOND PARTY" (which expression shall unless repugnant

*[Handwritten signatures of the parties]*

For RPLK TRICITY REALTY LLP

*[Signature]*  
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to the context include the Party of the Second Part's permitted successors, nominees and assigns)

**And**

Shri Angad Rekhi individual, aged about 32 years old, PAN AEWPR1281A, residing 1001, 02, Bhumiraj Costarica, Plot No. 1 & 2, Sector 18, Sanpada East, Navi Mumbai 400705, hereinafter referred to as the "THIRD PARTY" (which expression shall unless repugnant to the context include the Party of the Third Part's permitted successors, nominees and assigns)

**And**

Shri Harvindersingh Lamba individual, aged about 43 years old, (PAN AABPL9674N) residing at 501/A, Sea Gull CHSL Shirley Rajan Road, Bandra (W), Mumbai 400050, hereinafter referred to as the "FOURTH PARTY" (which expression shall unless repugnant to the context include the Party of the Fourth Part's permitted successors, nominees and assigns)

**And**

Shri Kulbir Singh Rekhi individual, aged about 60 years old, (PAN AADPR1307A) residing 1001/02, Bhumiraj Costorica, Plot no. 1& 2, Sector 18, Sanpada East, Navi Mumbai, 400705, hereinafter referred to as the "FIFTH PARTY" (which expression shall unless repugnant to the context include the Party of the Fifth Part's permitted successors, nominees and assigns)

**And**

Shri Moksh Pardasani individual, aged about 35 years old, (PAN AFCPP6462N) residing 701, Laxmi Niwas , 16th Road Khar (W) Mumbai 400052 hereinafter referred to as the "SIXTH PARTY" (which expression shall unless repugnant to the context include the Party of the Sixth Part's permitted successors, nominees and assigns)

AND

RPLK TRICITY REALTY LLP an registered LLP having no LLPIN - AAA-2499 and having registered office - 404, J K Chamber, Plot no 76, Sector no 17, Nr Golden Punjab Hotel, Vashi, Navi Mumbai, Thane, Maharashtra, 400703 through its Designated Partner Shri Savinder Singh Lamba hereinafter referred to as the "SEVENTH PARTY" (which expression shall unless repugnant to the context include the Party of the Sixth Part's permitted successors, nominees and assigns)

The First Party, Second Party, Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party shall herinafter be collectively referred to as "Partners" and individually as Partner

**WHEREAS:**

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions and agreements herein contained, the Partners hereto agree as follows:

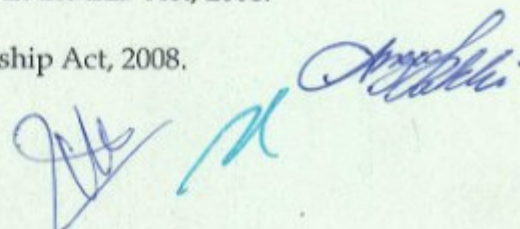
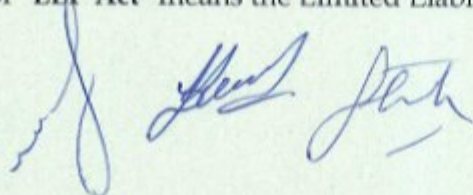
**1. Definitions and Interpretation**

**1.1 Definitions**

In addition to the terms defined above, whenever used in this Agreement, unless the context requires otherwise, the following words and terms shall have the meanings set out below:

"Accounting year" means the financial year as defined in the LLP Act, 2008.

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



For RPLK TRICITY REALTY LLP

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

"Designated Partner" means any Partner appointed or deemed under the Act as such.

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

"LLP Rules" means the LLP Rules, 2009 or any other Rules made by the Central Government under the Act or any other Act in relation to LLP's.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- a) headings are inserted for convenience only and shall not affect the construction of this Agreement;
- b) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time; and
- c) references in this Agreement to Clauses, Recitals and Annexure are references to clauses, recitals and annexure to this Agreement.

## 2. Business

The Partnership business shall be to

- 2.1 To carry on in India or elsewhere the business of builders ,developers, contractors, designers, architects, decorators, furnishers, consultants, constructors, and brokers of all types of buildings and structures including houses, residential flats, apartments, offices, godowns, warehouses, shops, factories, sheds, hospitals, hotels, holiday resorts, shopping malls, commercial complexes, shopping cum residential complexes, software technology parks, information technology parks, bridges or infrastructure projects, electronic hardware technology parks, industrial parks ,special economic zones, free trade zones , multiplex theatres & to develop, erect, install, alter, improve add, establish, renovate, recondition, protect participate enlarge, repair, demolish, remove, replace, maintain, manage, buy, sell, lease, let on hire commercialize. Turn to account, fabricate, handle and control, all such buildings and structure and to purchase, sale and deal in all types on immovable properties for development, or for re-sale.

- 2.2 To carry on any kind of commercial business of whatsoever nature.

## 3. Name

The Limited Liability Partnership shall have the name 'TRICITY REALTY LLP' and hereinafter called as Limited Liability Partnership.

## 4. Place

The Limited Liability Partnership shall have its registered office at Office No 1001/1002, Bhumiraj Costarica, Plot No 1 and 2, Sector-18, Sanpada, Navi Mumbai-400705 and/or at such other place or places as shall be agreed to by the majority of the partners from time to time.



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5. **Term of LLP**

The partnership shall commence on the date of registration of LLP and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008 until termination of this Agreement by the consent of all Partners for the time being of the LLP.

6. **LLP Capital, Partners' Contribution**

6.1 The Fixed Capital of the Limited Liability Partnership shall be Rs.1,00,000/- (Rupees One Lac only) and represents shareholding of each partner in the following ratio as on the date,

Partners	Amount of capital
Shri Manish Pardasani	Rs. 16,670/-
Shri Savinder Singh Lamba	Rs. 16,660/-
Shri Angad Rekhi	Rs. 8000/-
Shri Harvindersingh Lamba	Rs. 16,670/-
Shri Kulbir Singh Rekhi	Rs. 25,330/-
Shri Moksh Pardasani	Rs. 16,660/-
RPLK TRICITY REALTY LLP	Rs. 10/-
Total	Rs. 1,00,000/-

6.2 The further Contribution of funds, if any required by the Limited Liability Partnership shall be brought by the partners in the ratio of above fixed capital, unless otherwise agreed upon by all the then Partners. Such further contribution shall be credited into the current capital of partners in the books of LLP.

7. **Certificate of Incorporation**

This LLP Agreement along with the LLP Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within 30 days of LLP registration and it shall be the responsibility of the Designated Partners of the LLP to comply with the same.

8. **Common seal**

The LLP shall have separate common seal and it shall be laid before and adopted at the general meeting mentioned in the clause above. The common seal shall be affixed to any document or contract with the approval of and in the presence of atleast one of the Designated Partners of LLP, on each occasion and the same fact recorded chronologically in the seal book maintained for the purpose under their signatures. The meeting of Partners shall ordinarily be held at the Registered Office of the Limited Liability Partnership or at any other place as per the consent and convenience of partners.

9. **Property of Tricity Realty Pvt. Ltd.**

All the tangible, (movable or immovable) and intangible property, all the assets, interests, rights, actions, contracts, privileges, liabilities, obligations relating to and whole of the undertaking of the said Tricity Realty Pvt. Ltd shall vest in the Limited Liability Partnership. Similarly, all the assets created and owned by or acquired and belonging to the Limited Liability Partnership including but not limited to Intellectual Property Rights (IPRs) of whatever kind shall be the property of the Limited Liability Partnership and no Partner shall be entitled to use for himself any such property in its ordinary course of business. No Partner shall be entitled to use for himself any such property otherwise than as a client or customer.

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**10. Bar against admission of Partner and compliance of persons admitted as partners.**

No Person may be introduced as a new partner without the consent of existing Partners. Such incoming partner shall give his prior consent to act as Partner of the Limited Liability Partnership. Persons admitted as partners shall be duly comply with the provisions of section 25(1) of LLP Act and Rule 22(1) and Form 6 of the LLP Rules and Forms 2008 within a period of 15 days of any change in the name and address, to intimate the LLP.

**11. Withdrawal of Loans**

Any Partner may withdraw the loans advanced or deemed as advanced by him and lying in current capital account to the Partnership business with the consent of other Partners from time to time.

**12. 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.

**13. Profits & Losses and Partner's Income Account-**

**13.1** Profits and losses of the Partnership business in each financial year shall be divided between and borne by the Partners in the following proportion as provided herein below

Partners	Share in %
Shri Manish Pardasani	16.67%
Shri Savinder Singh Lamba	16.66%
Shri Angad Rekhi	8%
Shri Harvindersingh Lamba	16.67%
Shri Kulbir Singh Rekhi	25.33%
Shri Moksh Pardasani	16.66%
RPLK TRICITY REALTY LLP	00.01%
Total	100%

**13.2** Partnership profits and losses computed as due shall be charged or credited to the current capital account of each Partner.

**14. Interest on Capital**

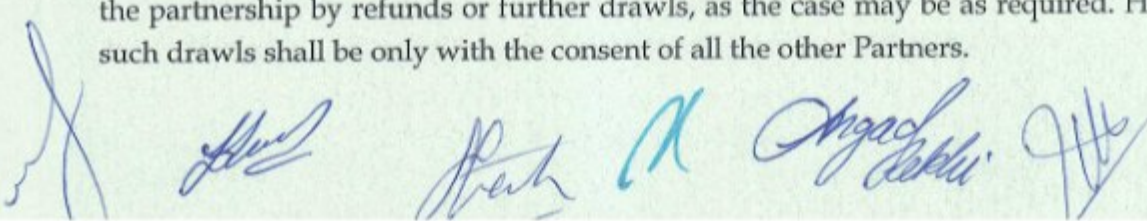
Each partner shall be entitled to interest on current capital at the rate as may be mutually agreed upon from time to time on credit balance standing in the account of each of the partner at the end of each financial year. Similarly, each partner shall pay interest on debit balance in current capital at the rate as may be mutually agreed upon from time to time standing in the account of each of the partner at the end of each financial year.

**15. Partner's Drawings**

Each Partner may draw out of the Partnership funds as drawings from the credit balance of his income account, any sum of money not exceeding the balance in current capital as per terms of clause 6 of this Agreement, subject to such draws to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each financial year, and the same shall be duly adjusted to the actuals due to or from the partnership by refunds or further draws, as the case may be as required. However, such draws shall be only with the consent of all the other Partners.

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**16. Book of Accounts -**

16.1 All funds of the Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by cheques signed by the Designated Partners as determined by them.

16.2 All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the Designated Partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

**17. Annual Statements of Accounts and Solvency**

The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

**18. 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.

**19. 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.

**20. Remuneration to Partners**

Designated partners shall be entitled to remuneration for taking part in the conduct of the LLP's business at the amount mutually decided by all the partners from time to time.

**21. Management of the LLP**

21.1 Partners of the LLP other than Designated partners shall be non-working Partners. Their right to participate in the management of the LLP shall be as provided in this Agreement and otherwise it is restricted to:

- Ratification of this LLP Partnership Agreement post-incorporation of the LLP;

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- Any alteration to this LLP Agreement;
- The admission of new Partners;
- Appointment of Designated Partner;
- Raising further capital under para 6(2) above,
- Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- Assignment and transfer of partnership rights, by the Partners in any way;
- Expulsion of any Partner;
- Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- Change of business;
- Any sale or merger or amalgamation of the LLP with another entity; and
- Winding up and dissolution of the LLP.

21.2 In deciding all the matters specified above by a 75% majority vote of the Partners present at a meeting of Partners duly called and held, except expulsion of any partner and change of business, which shall require a unanimous decision of all the Partners excluding the Partner shall have one vote each irrespective of their capital contribution to the LLP's capital. The decisions so taken shall be recorded in the minutes within ten days of the general meetings and the same kept at the registered office of the LLP.

## 22. Designated Partners

Shri Manish Pardasani, Shri Angad Rekhi, Shri Harvindersingh Lamba, Shri Moksh Pardasani, Shri. Kulbir Singh Rekhi, Savinder Singh Lamba and M/s. RPLK Tricity Realty LLP through its one of the designated partners shall be designated partners. The Designated partners appointed by the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners as agreed upon mutually between them by themselves or otherwise so however that they both shall be the first two Designated partners to be named in the Incorporation Document submitted for the LLP's registration and to be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 in terms of sections 7,8 and 9 of the said Act. The Partners may appoint more Designated Partners by a 75% majority vote of the Partners present at a meeting of Partners duly called and held at any time and from time to time out of the Partners. The Designated Partners may by their unanimous decision, delegate their powers to any one or more Designated Partners or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.

22.1 Every Partner appointed as a Designated Partner by a majority of the Partners as stated in clause above shall be entitled to take part in the management of the LLP.

22.2 Any matter or issue relating to the LLP shall be decided by a majority in number of the Designated Partners which shall in every case include the Partners being the original Parties hereto so long as they continue as the Designated Partners of the LLP.

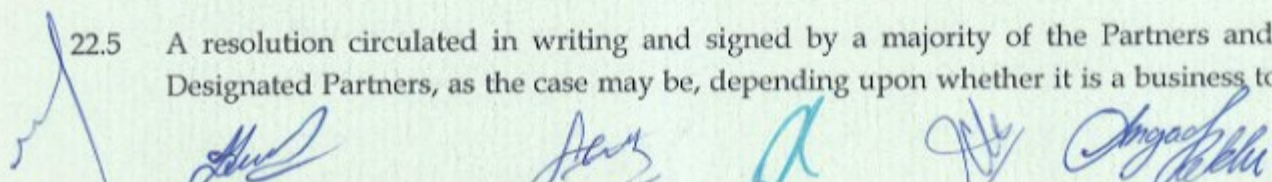
22.3 Banking Operations (a) that the LLP shall operate bank accounts from Navi Mumbai and or at such other place as may be mutually decided from time to time. (b) Bank account shall be operated by any one Partner severally.

22.4 Each Partner shall render true accounts and full information of all things affecting the LLP to the Designated Partner(s) and on request to any Partner or his legal representative.

22.5 A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be

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transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

**23. Designated Partner' attention to business**

23.1 The Partners being the original Parties hereto and other Partners appointed as Designated partners of the LLP shall at all times:

- a) Protect the property and assets of the LLP;
- b) Devote the whole of their attention to the said partnership business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the partnership;
- c) Punctually pay their separate debts the LLP, if any, duly and indemnify the LLP or other Partners towards charges, expenses or costs incurred to protect the assets of the LLP against any failure to do so; and
- d) Upon every reasonable request, inform the other Partners of all other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.

**24. Number of Designated partners**

The maximum number of Designated Partners appointed for the LLP shall be ten or such other number as mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the LLP unanimously at any time and from time to time not exceeding ten.

**25. Performance of work by Partner**

If at any time any work for the LLP is to be done under this Agreement or any Supplement thereto by any Partner, it may be done by any of his relative or other agent or servant engaged by such Partner competent to do the work on condition that any payment in that behalf shall be to the account of the Partner concerned entailing nothing to be borne by the LLP. Where such a Partner fails to perform such work contracted by him with the LLP, any other Partner may do the same instead or have it done by persons competent to do the work and engaged as his agents additionally to such of the work, if any, contracted by him on his own account with the LLP, at the cost of the LLP. There is nothing contained in this para to enable a Designated Partners to assign his responsibility to anyone being an outsider to interfere in the business management of the LLP entrusted to or undertaken by him.

**26. Transfer or assignment of Share of Capital contribution by Partner-**

26.1 No Partner shall without the consent in writing of all the Partners transfer, assign or mortgage his share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.

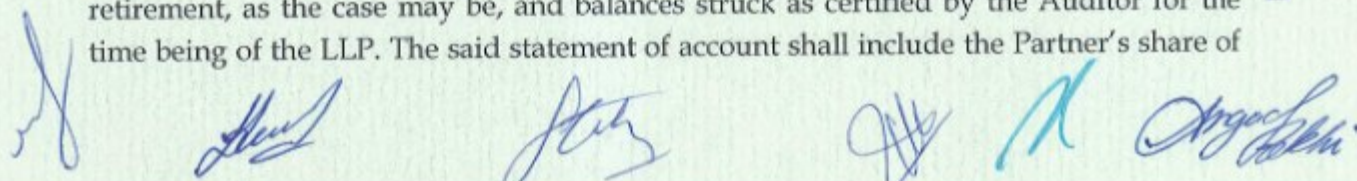
26.2 On the transfer of a Partner's interest in the LLP as set out in the clause above, section 42(2) and (3) of the Act, shall become applicable to the transferor Partner and the transferee, respectively.

**27. Death or voluntary retirement of Partner**

If any Partner dies or voluntarily retires, a statement of account shall be taken and made out of his share of the capital and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the date of death or retirement, as the case may be, and balances struck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of

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profit and loss for the period from the beginning of the financial year in which his death or retirement occurs until the end of the calendar month in which the event takes place.

**28. Representative of deceased or retired Partner**

At the discretion of the all the Partners, the nominee or representative of the deceased or retired Partner may be admitted as a Partner against retention of the dues to the former Partner by the LLP. In no case such persons shall have the power to interfere in the management or conduct of the LLP's business by virtue of anything done by the Partner who had existed.

**29. Liability of Partners**

The liability of a Partner or Designated Partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP insofar as every partner may take part in its management. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

**30. Expulsion of Partner**

A Partner may not be expelled by a unanimous decision of the Partners save in good faith and in the interest of the LLP Business, only after a show-cause notice in writing is served on that Partner or Designated Partner giving 7 days' 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.

**31. 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.

**32. Giving Credit**

No Designated Partner shall lend money or give credit to or have any dealings on behalf of the LLP with any person or company or LLP or other entity whose credit-worth is doubtful and who is forbidden due to former crisis of confidence confronted by the LLP in dealing with him or it.

**33. Acts forbidden**

Without the consent given in writing of the other Partners, no Partner while he is a Partner for the time being of the LLP shall -

- Transfer, assign otherwise encumber his share in the assets or profits of the LLP;
- Take any apprentice or hire or dismiss (except in cases of gross misconduct) any servant or agent of the LLP;
- Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
- Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
- Draw or accept or endorse unauthorisedly any bill of exchange or promissory note on LLP's account;

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- Draw or accept or endorse unauthorisedly any bill of exchange or promissory note on LLP's account;
- Draw and sing any Cheque on behalf of the LLP unauthorisedly on its banking account;
- Remit the whole or part of any debt due to the LLP;
- Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;
- Commit to buy or buy any immovable property for the LLP;
- Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
- Share business secrets of the LL with outsiders;
- Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- Submit a dispute relating to the LLP's business to arbitration;
- Open a banking account on behalf of the LLP in his own name;
- Commit to compromise or relinquish any claim in whole or in part of the LLP;
- Withdraw a suit filed on behalf of the LLP;
- Admit any liability in a suit or proceeding against the LLP;
- Enter into any partnership joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

**34. Notice**

**34.1 To the LLP**

Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP.

**34.2 To a Partner**

Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner at the registered office of the LLP or by sending the same by registered post to his usual or last known address.

**35. Term of validity of deed**

This LLP shall be at will and can be terminated by giving a notice of a period of 30 days by any Partner to other Partners.

**36. 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.

**37. Termination & Dissolution**

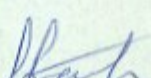
If any time owing to losses or any other cause whatsoever one-fourth of the entire capital of the LLP shall have been lost or not represented by available assets or there exists reasonable cause of apprehension that a call on the Partners to contribute further capital of 25% or more of the entire capital 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.

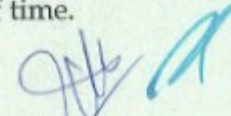
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**38. Arbitration**

38.1 All the 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.

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

**39. Alteration or amendment**

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.

**40. Entire agreement, Severability & Waiver-**

40.1 The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.

40.2 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.

40.3 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 forever during the term of this agreement nor any delayed 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.

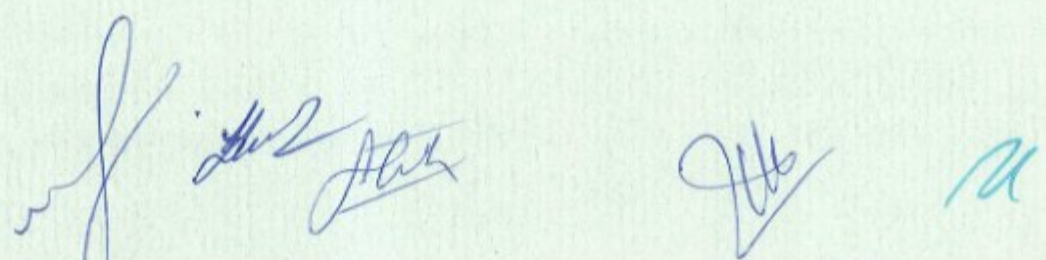
IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered by the  
**SHRI MANISH PARDASANI**  
**FIRST PARTY**



Signed and delivered by the  
**SHRI SAVINDER SINGH LAMBA**  
**SECOND PARTY**

For RPLK TRICITY REALTY LLP

  
Authorised Signatory



Signed and delivered by the  
**SHRI ANGAD REKHI**  
**THIRD PARTY**

Signed and delivered by the  
**SHRI HARVINDERSINGH LAMBA**  
**FOURTH PARTY**

Signed and delivered by the  
**SHRI KULBIR SINGH REKHI**  
**FIFTH PARTY**

Signed and delivered by the  
**SHRI MOKSH PARDASANI**  
**SIXTH PARTY**

Signed and delivered by the  
**FOR RPLK TRICITY REALTY LLP**

**FOR RPLK TRICITY REALTY LLP**

**AUTHORISED SIGNATORY**  
**SEVENTH PARTY**

Authorised Signatory

**For RPLK TRICITY REALTY LLP**

Authorised Signatory

In Presence of

1.

Jaspreet Maraktala

2.

Priyanka Telkar