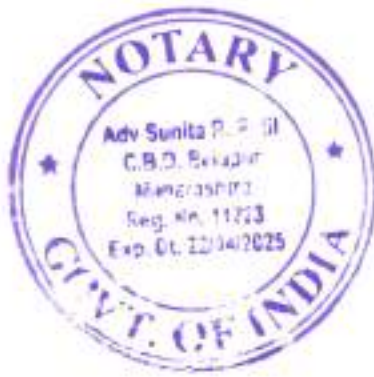




LLP AGREEMENT
OF
PRIME NEELKANTH LLP





महाराष्ट्र MAHARASHTRA

2021

BG 187381



LLP AGREEMENT

OF

PRIME NEELKANTH LLP

R. Patil
Sonha R. Patil

[Signature]

[Signature]



महाराष्ट्र MAHARASHTRA

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LLP AGREEMENT

OF

PRIME NEELKANTH LLP

R. H. I. @ Agaswal

Ch.

Pr.

LIMITED LIABILITY PARTNERSHIP AGREEMENT
(As per Section 23(4) of LLP Act, 2008)



THIS Agreement of **LIMITED LIABILITY PARTNERSHIP** made at Navi Mumbai on
13th November, 2021

BETWEEN

1. **Mr. Rahul Dinesh Patel**, an Indian inhabitant, son of **Mr. Dinesh Keshavji Patel** residing at **Flat No 1101/1102, Neelkanth Pride CHS, Plot No. 35/36, Sector 42A, Near Gaymukh Police Chowky, Seawood West, Navi Mumbai, Thane, Maharashtra - 400706** which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, executors, attorneys, successors, administrators, nominees and permitted assignees hereinafter called the **FIRST PARTY**

AND

2. **Mr. Nikunj Manmohan Agarwal**, an Indian inhabitant, son of **Mr. Manmohan Gopiram Agarwal** residing at **F-1/6/3, Gyandeeep Complex, Sector- 4, Market, Vashi, Navi Mumbai, Thane, Maharashtra - 400703** which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, executors, attorneys, successors, administrators, nominees and permitted assignees hereinafter called the **SECOND PARTY**

AND

3. **Mr. Abhay Vikram Gupta**, an Indian inhabitant, son of **Mr. Vikram Shankar Gupta** residing at **Flat No. 404, Bldg No. 2, Celebration CHS K H 4, Vastu Vihar, Sector 16 & 17, Kharghar, Navi Mumbai, Thane, Maharashtra - 410210** which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, executors, attorneys, successors, administrators, nominees and permitted assignees hereinafter called the **THIRD PARTY**

AND

4. **Mr. Piyush Rasikbhai Nakrani**, an Indian inhabitant, son of **Mr. Rasikbhai Khodabhai Nakrani** residing at **Flat No. 1002, Neelkanth Pride CHS, Plot No. 35/36, Near Seawood Police Station, Sector-42A, Seawood, Nerul West, Navi Mumbai, Thane, Maharashtra - 400706** which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, executors, attorneys, successors, administrators, nominees and permitted assignees hereinafter called the **FOURTH PARTY**

(The FIRST, SECOND, THIRD AND FOURTH PARTY SHALL BE COLLECTIVELY REFERRED TO AS "Partners" or "Parties" AND INDIVIDUALLY REFERRED TO AS "Partner" or "Party")

WHEREAS the parties hereto desire to adopt a Limited Liability Partnership Agreement for new venture i.e. **PRIME NEELKANTH LLP** (the "LLP") to more particularly provide for their respective rights, powers, duties and obligations as Partners and management, operations and activities of the LLP.

WHEREAS the LLP have received Certificate of Incorporation vide Registration No **AAZ-1225** dated **21st October, 2021** and the LLP, now upon such incorporation shall file this agreement with the Registrar of Limited Liability Partnership.

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

1. Applicability of First Schedule to the Act

The Mutual rights and duties of the Partners and the mutual rights and duties of the LLP and its Partners shall be determined as per the terms of this LLP Agreement and in the absence of any agreement on any matter, by the provisions of the First Schedule to the Limited Liability Partnership Act, 2008.

Rahul D. Patel

Piyush R. Nakrani

2. Definitions

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

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

"Accounting Year"

Accounting Year means the financial year i.e. from 1st April to 31st March every year or such extended accounting year as permitted under the Act.

"Accountants" means Chartered Accountants or such other nationally recognized public accountants of the LLP as may be selected from time to time by the LLP.

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

"Capital Contributions" means the contributions made by the partners to the LLP pursuant to Clause 9.5 hereof and, in the case of all the partners, the aggregate of all such capital contributions.

"Partner" Each party to this Agreement shall be a Partner in the LLP, within the meaning of the Act until they cease to be a partner in accordance with the provisions of the Act or this Agreement (the "Partners"). The names and addresses of the initial Partners are FIRST, SECOND, THIRD AND FOURTH PARTY as specified hereinabove. Additional Persons may be admitted as Partners on the express terms and conditions expressly set forth herein.

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

Expressions and words not defined herein shall have meaning assigned to them respectively under The Act.

3. Term

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

4. Incorporation of the LLP

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

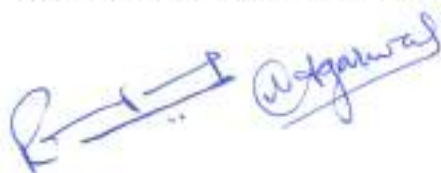
The LLP certificate of registration shall be kept at the Registered Office.

5. Nature of the Business

The nature or purpose of the business to be conducted or promoted by the LLP is as follows;

"To carry on the business in India or abroad the business of purchasing any land, plot(s), of land or immovable property or any right or interest therein either singly or jointly in partnership with any person (s) or Body Corporate or Partnership Firm and to develop and construct thereon residential, commercial complex or Complex (es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).

To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, building, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the







same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lumpsum or easy installments or by hire purchase system and otherwise.

To purchase for resale and to trade in land and house and other immoveable property of any tenure any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.

To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside the country anywhere in the world all kinds of works, public or otherwise, buildings, houses, and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways and tramways, docks, harbours, piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irrigations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

6. LLP Name

The business of the Limited Liability Partnership (LLP) shall be conducted under the name of "**PRITHI NEELKANTH LLP.**"

The Partners may change the name of the LLP at any time. Such change must be notified to the Registrar's Office by the Designated Partners in accordance with the provisions of the Act.



7. Registered Office

The Registered Office of the said LLP shall be situated at **Shop No. 04, Om Shanti Premises, Plot No. 10, Sector 23, CBD Belapur, Navi Mumbai, Thane, Maharashtra – 400614 IN** and or at such other place as may be mutually agreed upon. Upon any change in the registered office address of the LLP, it shall be the duty of the Designated Partner of the LLP to notify it to the Registrar in the prescribed form.

8. Place of Business

8.1 The LLP business shall be carried out at the registered office referred to in this Agreement or at such other place(s) as may be decided by Designated Partners from time to time. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relating to the registered office or part thereof and any other premises acquired/ rented for the purpose of the LLP business, if any, shall be borne by the LLP.

8.2 The legal estate in all freehold or leasehold properties acquired for the purpose of the LLP shall be vested in the LLP. The net proceeds of sale and the rents and profits until sale shall form part of the assets of the LLP. The Partners shall be indemnified by the LLP against the rent and other outgoings in respect of the properties and the costs and expenses of observing the covenants relating to them.

9. Capital Contributions

The capital of the LLP shall be decided by its partners and the initial contribution of Rs. 100,000/- (Rupees One Lakh only) shall be contributed by Partners hereto in the following proportions. The aforesaid Capital shall be termed as the Fixed Capital of the LLP.

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Prithi Neelkanth

Name of Partners	% of Share of capital	Capital Amount (Amt in Rs.)
Mr. Rahul Dinesh Patel	25.00%	Rs. 25,000/-
Mr. Nikunj Manmohan Agarwal	25.00%	Rs. 25,000/-
Mr. Abhay Vikram Gupta	25.00%	Rs. 25,000/-
Mr. Piyush Rasikbhai Nakrani	25.00%	Rs. 25,000/-
Total	100.00%	Rs. 100,000/-

Except as otherwise specifically provided in this Agreement, the Capital Commitment of a Partner (i) shall represent the maximum aggregate amount of cash or property that such Partner shall be required to contribute to the capital of the LLP and (ii) without such Partner's consent, shall not be changed during the term of the LLP.

The Partners may for the purpose of meeting working capital requirement of the LLP may contribute further amounts which shall be termed as Floating Capital of the LLP unless otherwise unanimously agreed by the Partners to consider it as Fixed Capital.

Each partner's contribution to, or Floating capital withdrawal from, the LLP shall be credited, or debited, respectively, to his/her Floating Capital Account or current account.

Any change in the Floating Capital of the partner or LLP would not amount to change in the Partners or LLP total Capital.

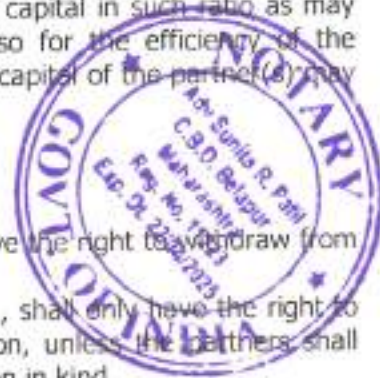
9.1 Additional contribution

The partners hereto have also agreed to subscribe additional Fixed capital in such ratio as may be agreed between the Partners whenever it is required to do so for the efficiency of the business. At the time of increase of the capital, the additional Fixed capital of the partner(s) may be adjusted against the increased capital.

9.2 Withdrawal or Reduction of Capital Contributions

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

A partner, irrespective of the nature of its Fixed capital contribution, shall only have the right to demand and receive cash in return for its Fixed capital contribution, unless the Partners shall have unanimously agreed that such partner may receive a distribution in kind.



10. Banking

All funds of the LLP shall be deposited in its name in such current account or accounts with Bank as shall be designated by the partners and such accounts shall be operated by any of the partners. The Partners shall from time to time decide in writing on signatories to operate the bank accounts.

11. Accounts

- The accounts of the LLP shall be maintained according to the financial year, from 1st April to 31st March and general account shall be taken of all the capital, assets and liabilities for the time being of the LLP as on 31st March in each year and of the Incomes, Expenditures, Profit and Loss of the said year.
- The LLP shall maintain usual accounts and other books at the registered office of the LLP and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the designated partners.
- The accounts of the LLP shall be approved by all the designated partners of LLP which shall then be binding on all the partners and a copy thereof shall be distributed to each of the Partners.
- Complete books and records of the LLP shall be maintained on accrual basis accurately reflecting the accounts, business and transactions of the LLP on a financial year basis and according to the double entry system of accounting.

R. D. Patel
N. M. Agarwal

Abhay Vikram Gupta
Piyush Rasikbhai Nakrani

- e) The profit and loss shall be adjusted to partners' Floating Capital Account/ Current Account in the ratio agreed upon as per clause 15 of this deed.

12. Inspection of Records, Annual and Other Reports

12.1 Records to be kept

The LLP shall keep at its registered office:

- A current list of the full name and last known business, residence or mailing address of each Partner and designated partner in alphabetical order;
- Copies of this LLP Agreement, and all amendments hereto;
- Copies of the LLP's income-tax returns and reports, if any, for the three most recent years; and
- Copies of any financial statements of the LLP for the three most recent years.

12.2 Inspection of LLP Records

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

13. Annual Filing

LLP shall prepare and file with the Registrar a Statement of Account and Solvency and an Annual Return with the Registrar within the stipulated time under The Act and Rules for each financial year.

14. Nature of Partnership Interest

- The interest of Partners in the LLP constitutes their personal estate. In the event of the death or legal disability of any Partner, legal heirs of such Partner shall be bound by the provisions of this LLP Agreement.
- In the case of a Partner, which is not a natural person, the successor of such Partner shall be bound by the provisions of this LLP Agreement.



15. Sharing of Profits and Losses

All the partners hereto shall have the right, title and interest in all the assets and properties in the LLP in the proportion of their Profit sharing ratio. The net profits/losses of the Business of LLP shall be divided between the Partners in the following proportion.

Name of Partners	% of Share of Profit
Mr. Rahul Dinesh Patel	25.00%
Mr. Nikunj Manmohan Agarwal	25.00%
Mr. Abhay Vikram Gupta	25.00%
Mr. Piyush Rasikbhai Nakrani	25.00%

16. Meetings

The Meeting of Partners shall ordinarily be held at the registered office of the said LLP or at any other place as per the convenience of partners.

With the written consent of the partners, a meeting of the partners may be conducted through teleconferencing.

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

Notice of the time and place of meetings shall be delivered by the designated partner of the LLP either personally or by telephone to each Partner, or sent by first-class mail or by electronic mail

R. D. Patel
N. M. Agarwal

Abhay Vikram Gupta
Piyush Rasikbhai Nakrani

- 3) Mr. Abhay Vikram Gupta
- 4) Mr. Piyush Rasikbhai Nakrani

18.2 Powers of Designated Partners

Except as otherwise expressly provided herein, day-to-day operations and decisions of the LLP shall be vested exclusively in the designated partners appointed in terms hereof, who shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that they may deem necessary or advisable or incidental thereto.

18.3 Roles & Responsibility of Designated Partners

All Designated partners shall be active partners who shall devote their time for the LLP's activities.

All the Designated Partners shall be responsible for doing all acts, matters and things as are required to be done by LLP for compliance of provisions of the Act including filing of any documents, returns, statements or report under the Act or as per LLP Agreement. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

All Designated Partners shall be equally responsible for the business affairs of the LLP including projects and other activities of the LLP.

19. INDEPENDENT BUSINESS

19.1 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 the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover, he shall not use the name of the LLP to carry on the said business.

19.2 An outgoing partner or retiring partner, whose dues have been settled and paid off in accordance with the covenants in this agreement shall not carry on or engage or be interested directly or indirectly in any business competing with the business of the LLP except with the consent of the continuing partner.

20. Obligations of Partners

Each partner shall:

- (1) Be just and faithful to other partners in all transactions relating to LLP business;
- (2) Render true accounts and full information of all things affecting the LLP to any partner or his legal representative.
- (3) Account to the LLP for any benefits derived by him without the consent of the LLP from any transactions concerning the LLP, or from any use by him of the property, name or any business connection of the LLP.
- (4) In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his/her share to any other person within 30 days with the concurrence of other partner, which shall not be unreasonably withheld.
- (5) Diligently attend to the business of the LLP and devote his/her time and attention thereto.
- (6) Pay his separate debts and indemnify the LLP and the other partner of the LLP against all proceedings, costs, claims or demands and for any loss caused to it by his fraud in the conduct of the business of the LLP.
- (7) Give full information and truthful explanations of all matters relating to the affairs of the LLP to all the partners at all times;
- (8) Comply with all the provisions of the Act and Regulations, Rules framed or to be framed therein;

21. Forbidden acts







No partner shall:

- (1) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the partnership purpose;
- (2) use the LLP name, credit, or property for other than LLP purposes;
- (3) do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.
- (4) Further no partner shall without the written consent of the said LLP:
 - a) Employ any money, goods or effects of the said LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the said LLP.
 - b) Engage or except for gross misconduct, dismiss any employee of the partnership.
 - c) Lend money or give credit on behalf of the said LLP or to have any dealings with any persons, company or firm to whom 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 said LLP by the partner incurring the said loss.
 - d) Enter into any bond or become surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the said LLP property or any part thereof may be seized.
 - e) Assign, mortgage or charge its share in the said LLP or any asset or property thereof or make any other person a partner therein.
 - f) Compromise or compound or (except upon payment in full) release or discharge any debt due to the said LLP except upon the written consent given by the other partners.
 - g) Enter into any bond or become bailor or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered.
 - h) Engage directly or indirectly in any business competing with that of the limited liability partnership.
 - i) Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business.
 - j) Share business secrets of the LLP with outsiders.

22. Liability of Partners

The liability of the partners shall be limited as provided in the Act and as set forth in this LLP agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).

23. Change in Partners

23.1 Admission of new Partner

A new Partner may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the person to be introduced as a partner, in the LLP. Such incoming partner shall give his/her prior consent to act as Partner of the said LLP and he/she shall contribute such amount/value as may be decided by majority of partners hereto. The share of incoming partner shall be as may be decided between the continuing partners and the incoming partner.

23.2 Voluntary Withdrawal of a Partner

A Partner may retire from LLP by giving a written notice of 30 days to the LLP and all other Partners. 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 LLP as provided in the Act. Upon the withdrawal/ retirement of a partner from the LLP for any reason, such partner shall cease to have any further right to or interest in the LLP.

23.3 Death of Partner

- a) On the death of any Partner, the LLP shall not be dissolved and the surviving Partners may continue the LLP business upon such terms and conditions as they may decide. The said LLP shall have a perpetual succession.
- b) Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the LLP in place of such deceased partner. The heirs executors and administrator of such deceased partners shall be entitled to such right, title and interest of such deceased partner with same rights and obligations as that of deceased partner.



R. N. S.
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- c) 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 LLP.

23.4 Insolvency of the Partner

On the insolvency of any Partner, the LLP shall not be dissolved; the surviving Partners may continue the LLP business upon such terms and conditions as they may decide. The said LLP shall have a perpetual succession. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall be transferred to the Official liquidator/assignee as per the applicable provisions of law.

23.5 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 after giving 7 days time for his response, and in that event the partner expelled shall be entitled to the benefits of the retiring partner and be liable to the same obligations applicable to the retiring partner in accordance with the provision of this agreement in this behalf.

24. Remuneration of designated/working partners

The Partners may mutually decide on remuneration as may be mutually agreed on partners in writing from time to time.

25. Interest to Partners

Simple rate of interest not exceeding 12 % per annum or such lower rate as may be prescribed under of the Income Tax, 1961 or any statutory modification or re-enactment for the time being in force may be paid by the LLP to the Partners on the amount standing to the credit of the capital and/or current or loan account of the Partners, if mutually agreed among Partners. The Partners shall be at liberty to decrease and/or increase the above rate of interest from time to time.

26. Liquidation

- (a) Upon the occurrence of an event of dissolution as defined in the Act, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The partner or designated partner with the consent of all the partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up and liquidation of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve as required by the Act and/or Rules thereof.
- (b) During the course of liquidation, the partners shall continue to share profits and losses of LLP but there shall be no cash distributions to the partners until the Distribution Date.
- (c) Liquidation shall continue until the LLP's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for under this Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities.
- (d) Subject to provisions of the Act upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
- (I) first, to pay all expenses of liquidation and winding up;
 - (II) Second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
 - (III) third, to pay all debts of the LLP owing to a Partner; and
 - (IV) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining



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funds shall be distributed by the LLP to the Partners.

- (V) Subject to the provisions of the Act upon final liquidation of the LLP but not later than the Distribution Date, the net proceeds of liquidation remaining following the settling of accounts in accordance with Article hereof shall be distributed to the Partners in proportion of their respective profit percentage ratios.

27. Notices

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

28. Defaults and Remedies

28.1 Defaults

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

28.2 Remedies

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

28.3 No Waiver

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

29. Insurance

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

29.1 Insurance and other Financial Arrangements

- (a) The LLP may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a designated partner, manager, officer or employee of the LLP for any liability asserted against him or her and liability and expenses incurred by him or her in his or her capacity as a partner, manager, officer or employee or arising out of his or her status as such, whether or not the LLP has the authority to indemnify him or her against such liability and expenses.
- (b) The other financial arrangements made by the LLP may include:
- The creation of a trust fund;
 - The establishment of a program of self-insurance;
 - The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the LLP; or
 - The establishment of a letter of credit, guaranty or surety.
- (c) No financial arrangement made pursuant to this Article may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.



(d) In the absence of fraud:

The decision of the LLP as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this clause 29 and the choice of the person to provide the insurance or other financial arrangement is conclusive; and
(2) i) The insurance or other financial arrangement is not void or voidable; and
ii) does not subject any Partner or Manager approving it to personal liability for his action even if a partner or designated partner approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

30. Seal

The LLP may adopt a seal of the LLP in such form as the partners may decide. The seal shall be affixed in presence of at least two designated partners on all such documents, where it is necessary.

31. Limitation of Liability/Indemnification

31.1 Limited Liability

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

31.2 Indemnification between the Partners

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

31.3 Procedure

An indemnity that intends to claim indemnification under this clause 31 shall promptly notify the other partner (the "Indemnitor") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitor intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel of its own choice.

31.4 Limitation of Indemnity

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

31.5 Cooperation

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

31.6 Proceeding other than by LLP

The LLP will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the LLP, by reason of the fact that he is or was a Partner, officer, employee of the LLP, or is or was serving as a manager of LLP against expenses, including attorneys' fees, judgments, fines and amounts paid in







between Partner and LLP whatsoever touching the affairs of the LLP or the interpretation of this Agreement shall be referred to a single arbitrator, if the parties agree upon one, otherwise to two arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

The partners agree that the decision shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counter-claims presented to the arbitrators. If a decision is not complied with by a partner, then any award or decision may be entered in a court of competent jurisdiction for a judicial recognition of the decision and an order of enforcement.

Arbitration shall be conducted in Mumbai and shall be in English unless decided otherwise by the Parties to the dispute.

33. Confidentiality

- (a) Disclosure of a partner's confidential information to any of the officers, employees, consultants or third party shall be made only if and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to the maximum extent possible, consistent with such rights and responsibilities, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by this Agreement.
- (b) Each partner shall use at least the same standard of care, but no less than a reasonable standard of care for this business, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any unauthorized use of confidential information of another partner. Each partner shall promptly notify the other partner of any unauthorized use or disclosure of confidential information of another partner.
- (c) Within 60 days following termination or expiration of this Agreement, each partner will return to the other partner, or destroy, upon the written request of the concerned partner, all confidential information disclosed to it by the concerned partner pursuant to this Agreement, including all copies and extracts of documents.
- (d) Any employee who shall have access to confidential information of another partner are bound by agreements to maintain such information in confidence and not to use such information except as expressly permitted herein. Each partner agrees to enforce confidentiality obligations by which its employees and consultants are bound.

34. Enforceability of Agreement

The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents.
This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms and conditions.

35. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Partners with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No Party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.
- (b) Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither Partner can assign this Agreement or the rights and obligations thereunder to another party without the prior written consent of the other Partner.

36. Governing Law

This Agreement shall be governed by and construed under the substantive laws of the Union of India.

37. Counterparts

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

38. Limited Liability Partnership Act prevails

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

39. Alteration or amendment

No alteration to or amendment or change in this LLP Agreement including any change in the nature of business of the LLP as defined in point no. 5 above shall be valid unless reduced in writing as a supplement to this agreement duly accepted by every partner of the LLP by himself or his legal heirs or his legal representative(s), as on the relevant date of alteration, amendment or change.




40. Severability

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

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 **PRIME NEELKANTH LLP**

Sr. No	Name	Party No	Photo	Thumb	Sign
1	Mr. Rahul Dinesh Patel	First Party			



2	Mr. Nikunj Manmohan Agarwal	Second Party		 	
3	Mr. Abhay Vikram Gupta	Third Party		 	
4	Mr. Piyush Rasikbhai Nakrani	Fourth Party		 	

Witness:

<p>Witness from</p> <p>Name:- Sonali Ashok Malanaka Address:- Nagesh Patil wada Khandev Nager Chembur Mumbai - 400071</p> <p>Occupation :- Service Date :- 17th Nov, 2021 Signature </p>	<p>Witness from</p> <p>Name:- Rohan R. Dubey Address:- Someshwar soc. MG Complex ; Vashi , sec-14 Navi Mumbai 400 703</p> <p>Occupation :- service Date :- 17th, Nov 2021 Signature: </p>
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Date: 13th November, 2021
Place: Navi Mumbai



ATTESTED BY ME

Adv. SUNITA RAM PATIL
M.Com., M.A., LL.M., G.D.G. & A
ADVOCATE HIGH COURT
Membership No. MAH/2006/2068
NOTARY (GOVT. OF INDIA)
Shop No. 26, Pradhani Centre,
C.B.D. Belapur, Sector 1A, Navi Mumbai-400614.
MOB.: 9867688788
(SMS/WHATSAAPP ONLY)

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