

All the matters related to the LLP as mentioned in Schedule II to this Agreement shall be decided by the 2/3rd of the Partners of the LLP either at its Meetings or as otherwise agreed to by and between the Partners in writing.

23. QUORUM FOR MEETINGS:

Majority of partners including Designated Partners of the LLP shall form the quorum for any Meeting of partners/Designated Partners of the LLP.

24. RESOLUTIONS:

The Partners may pass the necessary resolutions in writing by way of circulating the resolution in draft together with the necessary documents, relating to the business mentioned in Schedule II and such resolutions shall be binding on all the Partners of the LLP. Any other matters discussed in the LLP meeting shall be decided by a resolution passed by at-least two partners so present for the meeting.

25. MINUTES:

The LLP shall prepare minutes of each Meeting, if any, and circulate them to each Partner within 7 (seven) days after the Meeting. The Partners may make any comments only on the minutes of the meeting within 4 (four) days of receipt of the minutes. If no comments are made within this time limit, the minutes shall be deemed to be accepted. The minutes shall be approved and signed by any of the Designated Partner at the commencement of the next Meeting.

26. DUTIES OF PARTNER

26.1. Fiduciary duties

Each Partner of LLP shall be bound to act in a diligent manner to the greatest common advantage of the LLP, to be just and faithful to others, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

26.2. Duty to indemnify loss caused by fraud

The defaulting Partner(s) shall indemnify LLP and other existing Partner for any loss caused by his fraud/fraudulent conduct of the business of the LLP. In such a case, the Partner/Designated Partner involved shall carry unlimited liability, at his own risk.

26.3. Duty to payback the personal profits earned by the Partner

If any Partner of LLP derives any profit for him without the consent of the LLP from any transaction concerning the LLP, or from use of the property or business connection of LLP or the name of LLP, he shall account for that profit and pay the same to LLP.

26.4. Confidentiality of Partnership information

- a. Disclosure of partners Confidential Information to any of the officers, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.

- b. Further, such disclosure shall be limited to the extent consistent with the rights and responsibilities enumerated under this Agreement, and shall only be made to a person who are bound to maintain confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement.
- c. Each partner shall exercise the same standard of prudence and diligence, but not less than a reasonable standard of prudence, as he exercises to protect its own Confidential Information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such partners each related, do not disclosure on make any or make 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.
- d. Within thirty days following termination or expiration of this Agreement, each Partner will return to 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 extract of documents.

26.5. Other duties

No partner shall without previous written consent of most of the partners, subject to the approval in the general meeting of the partners:

- a. Employ any money, goods or effects of the LLP or pledge the Credit thereof except in the ordinary course of business to the account and for the benefit of the LLP.
- b. Enter into any bond or become any surety or give security for any person or do such act or knowingly cause such act to be done whereby the property of LLP or any part thereof may be attached, seized, hypothecated mortgage or offered as security;
- c. Assign, mortgage, or charge any asset or property of LLP.
- d. Lend money or given credit on behalf of the LLP or carry out any dealing with any Persons whom the other Partner has forbidden to trust or deal with.
- e. Compromise or compound or release or discharge (except upon payment in full) any debt due to the LLP except upon the consent of LLP in a meeting or through specific delegation of such powers on the Designated Partner (s).

27. RIGHTS OF PARTNERS

27.1. Right to Access and inspect books.

All the Partners shall have right to access, inspect and copy any books of LLP.

27.2. Right to continue independent business

Each of the Partners of LLP shall be entitled to initiate or carry on an existing, separate, and independent business only if the said business does not adversely

hamper the Business of the LLP. The said Partner shall not use name of LLP to initiate or carry on such business.

27.3. Right to recover debt due

If any Partner advances any sum of money to the LLP over his due contribution to capital, the same shall be debt due from the LLP to the Partner advancing the same and shall carry simple interest at the rate State Bank of India prime lending rate +2% p.a.

27.4. Right to Audit

Partners shall have the right, at its sole cost and expenses, to annually conduct an audit, including of LLP's procedures.

27.5. Information rights to Partners

- a. Partners shall have the right to receive information of any litigation or investigation or any other circumstances that may have a material adverse effect on the business of the LLP, any criminal investigations, or proceedings involving the LLP.
- b. The LLP shall provide notice to Partners of all lending defaults made by the LLP or this group/ associate companies.
- c. The LLP shall provide notice to Partners with copies of notices orders and other written communication received in relation to the winding up/ insolvency or dissolution of the LLP.
- d. End use certificate of funds invested by Partners to be provided by any practicing Chartered Accountant on regular internal operations.
- e. Partners shall have full authority to monitor, including auditing all transactions, in such manner as it may deem necessary.

28. ADMISSION OF THE NEW PARTNER:

No Person may be introduced as a new partner without the unanimous consent in writing of all the existing Partners and on such terms and conditions as may be agreed between the Partners. Such incoming partner shall give his prior consent to act as a partner of the LLP.

29. CONTRIBUTION OF THE NEW PARTNER:

The contribution of the new partner to the LLP may be tangible or intangible or moveable or immoveable property as is unanimously agreed in writing by the Partners hereto.

30. CESSATION OF EXISTING PARTNERS:

30.1. The Partner may cease to be a partner of the LLP by giving a notice in writing of not less than 30 days to other partners of his intention to resign as partner.

30.2. No majority of Partners can expel any partner except in situation where any partner has been found guilty of carrying of activity/business of the LLP with fraudulent purpose and/or due to non-adherence to the terms of this Agreement or applicable laws and/or is declared insolvent by the competent court and/or is convicted of any offence pursuant to any criminal proceedings before a court.

30.3. The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act, 2008.

31. DIVISION OF ANNUAL PROFITS/LOSSES OF THE LLP:

As soon as the Annual Statements of Accounts and Solvency are signed by the Partners and the same are duly audited by the Auditor rendering his report thereon the net profits or losses of the LLP business, shall be divided between the Partners in proportion to their share in the profits and losses in accordance with the provisions of this LLP Agreement, within a period of three months. However, in case of profits in any financial year, the same would only be appropriated to the partners, only after retaining such amounts out of the profits as may be mutually decided to be retained by the Partners, for carrying the business of the LLP.

32. TRANSFER OR ASSIGNMENT OF RIGHTS:

There cannot be any transfer or assignment of any rights in this LLP unless with the prior written consent of the other Partners and/or any agreement between the partners for such assignment or transfer of rights.

33. RETIREMENT, INSOLVENCY, INCAPACITATION AND DEATH OF THE PARTNER:

33.1. 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 in proportion to his profit and loss sharing ratio as on the date of retirement. However, upon insolvency or bankruptcy or winding-up of a partner his or her or their rights, title and interest in the LLP shall come to an end.

33.2. Upon the incapacitation or disability or the death of any of the partners herein (in case of an individual) any one of his or her heirs will be admitted as a partner of the LLP in place of such incapacitated or disabled or deceased partner. In event the incapacitated or disabled or deceased partner has more than one heir than all such heirs shall amongst themselves agree in writing to appoint one of the heirs as a partner in place and stead of the incapacitated or disabled or deceased partner. In the event any of the heirs of the incapacitated or disabled or deceased partner is not willing to join the LLP then in such an event, the heirs shall be entitled to full payment in respect of the incapacitated or disabled or deceased partner's rights, title and interest in the LLP in proportion to the incapacitated or disabled or deceased partner's profit and loss sharing ratio at the time of his death or disability or incapacitation

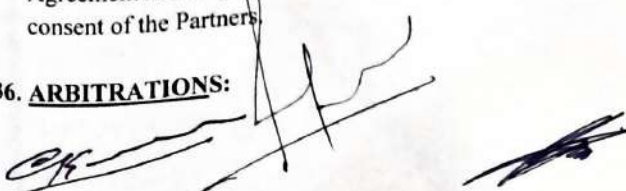
34. APPOINTMENTS OF PROFESSIONALS:

All the engagement, dismissal, promotion, delegation of powers, duties and appointment of professionals shall be made with mutual consent of all the partners or by the working partners who is looking after the respective part of the business with consent of all other partners.

35. WINDING OF THE LLP:

The LLP shall be liquidated pursuant to the terms and conditions contained in this Agreement and the provision of LLP Act upon a decision to dissolve the LLP by a written consent of the Partners.

36. ARBITRATIONS:

A circular notary stamp is visible on the left side of the page, partially overlapping the text of section 36. The stamp contains the word "NOTARY" at the top and "GOVT OF INDIA" at the bottom, with a central emblem. Below the stamp, there are several handwritten signatures in black ink, some of which are crossed out with a large 'X'.

All disputes between the partners or between the partner and the **LLP** arising out of the limited liability partnership agreement which cannot be resolved in terms of this Agreement, then such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The seat and venue of arbitration shall be at Nagpur and the language of the arbitration proceedings shall be English. The arbitral tribunal shall consist of three (3) arbitrators, wherein one arbitrator to be appointed by the disputing party/partner/LLP (as the case may be) and the second arbitrator to be appointed by the other party and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal. While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute. Any decision of the arbitral tribunal shall be final and binding on the Parties.

37. ALTERATION OF AGREEMENT:

Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall be read, construed and deemed to have become part of this LLP Agreement.

38. MISCELLANEOUS PROVISIONS:

For all other matters not specifically mentioned in this LLP agreement, the provisions of Limited Liability Partnership Act, 2008 read with Rules shall apply.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year hereinabove written: -

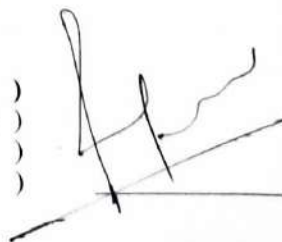
**SIGNED & DELIVERED BY THE
WITHIN NAMED FIRST PARTNER
MR MAHESH C. KINGRANI**

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**SIGNED & DELIVERED BY THE
WITHIN NAMED SECOND PARTNER
MR RAJESH C. KINGRANI**

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**SIGNED & DELIVERED BY THE
WITHIN NAMED THIRD PARTNER
MR OMAIR ABDUL KHADER MASOOD**

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SCHEDULE I

THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

1. To undertake business of all types of materials, goods, fittings, parts, accessories, know-how, plant and machineries, tools required for the real estate sector.
2. To undertake the payment of all rents and the performance of all covenants, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the LLP.
3. To repair, restore, renew, refit, refurbish, remodel, alter, change, vary, and modify all types of materials, goods, fittings, parts, accessories, know-how, plant and machineries, tools required for real estate activities.
4. To purchase, take on lease or in exchange, hire or otherwise acquire any estate, lands, buildings, easement or other rights and interest in immovable property or to sell, let on lease, mortgage, hypothecate or otherwise dispose of or grant rights over any immovable property belonging to the LLP.
5. To invest the funds of the LLP for the purpose of export of all types of materials, goods, fittings, parts, accessories, know-how, consumables, plant and machineries, tools required for engineering activities.
6. To make advances of such sum or sums of money upon or in respect of or for the purpose of raw films, materials, goods machinery, stores or any other property, articles and things required for the purposes of the LLP upon such terms with or without security as the LLP deem expedient.
7. To undertake and execute any contracts for works involving the supply for use of the above-referred services, articles, products or things and to act, as consultants in the real estate field.
8. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licenses and concession for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
9. To act as contractors, suppliers, agents, importers and exporters for any Government or autonomous body or any form, company, organization in the private or private sector in furtherance of any of the objects of the LLP.
10. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations instruments and securities of any company or any authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated, and generally to guarantee or become surety for the performance of any contracts or obligations.
11. To seek any technical assistance either from within or outside the country for effectively and profitably carrying on the business of the LLP and expand its business either from



experts in the respective fields, governmental and other agencies and for that matter to enter into agreements for collaborations, assistance in the field of technology, marketing and finance, equity participation and other credit facilities.

12. To borrow or raise money within or outside India by way of loans, debentures, issue of ADR's GDR's or any other legal mode or to receive money from persons, bodies corporate, financial institutions, banks and such other lenders and in security of any such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the LLP present or future by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers for sale and other powers as may seem expedient, by executing negotiable or transferable instrument and deal with all documents mercantile or otherwise in the ordinary course of business subject to the provisions of Section 58A and directive of the Reserve Bank of India.
13. Subject to the provisions of the Act to invest moneys of the LLP not for the time being required for any of the purposes of the LLP in such investment (other than shares or stock of this LLP) as may be thought proper and to hold, sell or otherwise deal with such investments.
14. To open an account or accounts with any individual, firm, or company or with any Bank and to pay into and to withdraw money from such account or accounts.
15. To draw, make, accept, discount, execute, endorse and issue bills of exchange and other promissory notes, bills of lading, warrants debentures and other negotiable or transferable instruments or securities.
16. To acquire or takeover the business, assets and liabilities of any concern engaged in the business which this LLP is entitled to engage in carry on by virtue of any of the objects set out herein in this Memorandum as may be deemed desirable by the LLP so as to enhance, expand or promote its business either for payment in cash or in exchange of any of the assets of the LLP or by the issue of any shares or debentures of the LLP.
17. To take part in the supervision or control of the business or operations of any LLP or undertaking and for that purpose to appoint and remunerate any Officials, Accountants, Legal Advisors or other experts or agents.
18. To procure the recognition of the LLP in or under the laws of any place in India or outside India.
19. To form, incorporate or promote any LLP, company or companies whether in India or in any foreign country, having amongst its or their objects the acquisition of any of the assets or control, management or development of the opinion of the LLP could or might directly or indirectly assist the LLP in the management of its business or the development of its properties or otherwise prove advantageous to the LLP and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or Company in any manner it shall think fit for services rendered or to be rendered in obtaining subscriptions of or placing or assisting to place or to obtain subscriptions for or for guaranteeing the subscriptions of or placing of any shares in the capital of the LLP or any bonds, debentures, obligations or securities of the LLP or any stock, shares, bonds, debentures, obligations or securities of any other LLP may have an interest or in or about the formation of the LLP or the conduct of its business or in or about the promotion or formation of any other LLP in which the LLP may have any interest.



20. To amalgamate, enter into partnership or into any arrangement for sharing profits or into any union of interests, joint-venture, reciprocal concession or Company or Companies carrying on, or engaged in, or about to carry on or engaged or being authorised to carry on or engage in, business or transaction which this LLP is authorised to carry on or engage in or any similar business or transaction capable of being conducted so as directly or indirectly to benefit this LLP.
21. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local, municipal or otherwise of any place in which the LLP may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the LLP or effecting any modification in the constitution of the LLP or furthering the interests of its members and to oppose any such steps taken by any other LLP, firm or person which may be considered likely directly or indirectly to prejudice the interests of the LLP or its members and to promote or assist the promotion, whether directly or indirectly, any legislation which may seem disadvantageous to the LLP and to obtain from any such Government authority or any LLP any charters, contracts, which the LLP may think it desirable to obtain and carry out, exercise and to comply with any such arrangements, charters, decrees, rights, privileges or concessions.
22. To adopt such means of making known the business of the LLP as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
23. To undertake and execute any trust, the undertaking of which may seem to the LLP desirable, either gratuitously or otherwise.
24. To apply the assets of the LLP in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally including any association, institution or fund for the protection of masters, owners and employees against loss by bad debts, strikes, combinations, fire, accidents, or otherwise or for the benefit of any clerks, workmen or others at any time employed by the LLP or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose whatsoever.
25. To make donations to such person or institutions either of cash or any other assets as may be thought directly or indirectly expedient subject to the provisions of the applicable laws.
26. To communicate with Chambers of Commerce and other mercantile public bodies throughout the world and concert and promote measures for the protection to trade, industry and persons engaged therein.
27. To create any reserve, sinking fund, insurance fund, or any other special fund whether for depreciation or repairing, improving extending or maintaining any property of the LLP or for any other purpose conducive to interest of the LLP.





THE NOTARY PUBLIC DOES NOT
ASSUME ANY RESPONSIBILITY /
LIABILITY FOR LEGALITY IN
PURSUANCE OF DOCUMENT /
WITNESS AND FULFILMENT
OF ANY LEGAL REQUIRMENTS

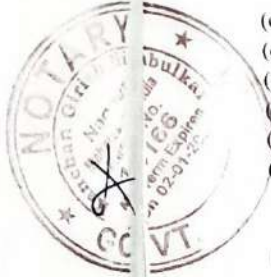
28. To aid, peculiarly or otherwise any association, body or movement having for any object the solution, settlement or surrounding of industrial or labour problems or troubles or the promotion of industry or trade.

SCHEDULE II

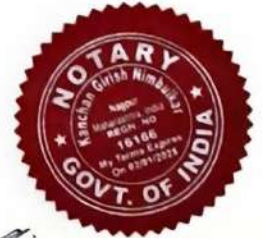
MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ATLEAST 2/3rd MAJORITY OF THE PARTNERS OF THE LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Partners and shall require the affirmative vote of at-least 2/3rd of the total Partners of the LLP either at a duly constituted meeting of the Partners or by circular resolution, viz.,

- (a) Increase or reduction in contribution.
- (b) Increase/Decrease or removal of Designated Partners or change in working of Designated Partners.
- (c) Alteration of LLP Agreement.
- (d) Modification in the right of Designated Partners.
- (e) Placing of the LLP in Voluntary dissolution or liquidation
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of dividend and its quantum, and other appropriations of profits.
- (h) Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by the LLP before the expiration of the term of lease or License.
- (i) Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.
- (j) Opening / closing of bank account / s and modifying mandate for operation of such account / s.
- (k) The approval of the annual financial, economic and investment plan as well as profit planning.
- (l) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.



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या व्यवहारात कोणत्याही प्रकारचा
ग्राह / धोका / फसवणुकी झाल्यास
त्याची सर्वस्वी जबाबदारी लि. चेगनार
लि. देणार यांची स्वतःची राहो



ATTESTED
[Handwritten signature]
Kanish Girish Nimbalkar
Advocate & Notary
248, Bajaj Nagar,
Nagpur. (M. S.)