16. Duties of Designated Partners/ Partners:

(a) Every Designated Partner/ Partner shall render true accounts and full information of all matters affecting the LLP to any other Designated Partner or to his legal representative.

(b) Every Designated Partner/ Partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP or from any use by him of the property, name or any business connection of the LLP.

(c) In accordance with the provisions of Section 9 of the Act, every Designated Partner of the LLP shall be responsible for the doing of all acts, matters and things which are required to be done by the LLP for the purpose of complying with the provisions of the Act, including but not limited to the filing of any document, return or statement as required by the Act and shall be liable to all penalties imposed on the LLP for contravention of such provisions.

Notwithstanding anything contained in this LLP Agreement, the Designated Partner No.2 shall be responsible for complying with all the laws, rules and regulations which may from time to time be applicable to the LLP and for representing the LLP before various Government Departments and/or Offices, in order to effectively carry on business of the LLP. It is further expressly agreed to by and between the Designated Partners, that no Designated Partner other than the Designated Partner No.2 shall in any way be responsible for or liable to comply with any laws, rules and regulations which may from time to time be applicable to the LLP.

17. Restrictions on Designated Partners:

(a) While the Designated Partners/ Partners are the agents of the LLP, they are not agents of one another.

(b) No Designated Partner/ Partner shall without the prior written consent of B. G. Shirke Construction Technology Private Limited:

- use any of the assets of the LLP or pledge its credit otherwise than in the ordinary course of business of the LLP and for the benefit of the LLP.
- enter into partnership or venture with any other person, firm or company on behalf of the LLP.
- do any act which may be in conflict of interest of either the LLP or any other Designated Partner/ Partner.
- make any secret profit at the cost of the LLP
- transfer, assign or otherwise encumber his share in the assets or profits of the LLP notwithstanding anything contained elsewhere in this Agreement.
- lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Designated Partners shall have previously in writing forbidden to trust.
- give any security or promise for the payment of money on account of or on behalf of the LLP except in the ordinary course of business and subject to a maximum of Rs.10,00,000/- (Rupees Ten lacs only) in respect of each such transaction.
- provide any unauthorised surety or guarantee for any person by encumbering or otherwise charging or pledging the properties of the LLP.
- mortgage or charge his share in the LLP or the assets or profits of the LLP or any part thereof or make any other person a partner with him therein.
- engage or except for gross misconduct, dismiss any employee of the LLP.
- draw, or accept or endorse any unauthorised bill of exchange or promissory note on account of the LLP.

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- remit the whole or part of any debt due to the LLP.
- Lease, sell, pledge or do any other disposition of any of the property of the LLP.
- commit to buy or buy any immovable property for or on behalf of the LLP.
- do any act or omission rendering the LLP to be wound up.
- share business secrets of the LLP with outsiders.
- derive profits from any transactions of the LLP or from the use of its name, resources or assets or business connections or by carrying on a business of such nature as competes with that of the LLP, without accounting for the same to the LLP.
- submit a dispute relating to the business of the LLP to arbitration.
- open a banking account on behalf of the LLP in his own name.
- commit to compromise or relinquish any claim of the LLP in whole or in part.
- withdraw a suit filed on behalf of the LLP
- admit any liability in a suit or proceeding against the LLP
- appoint or terminate or vary the terms of appointment of auditors of the LLP.

18. Remuneration of Designated Partners:

The Designated Partner No. 3 shall be entitled to draw pro-rata yearly remuneration as under:

i. The yearly remuneration payable to the Designated Partner No. 3 shall be calculated as percentage of the Book Profits as prescribed u/s. 40(b)(v) of the Income Tax Act, 1961 or any other applicable provision as may be in force, for each accounting period and such yearly remuneration payable shall not exceed the limits prescribed u/s. 40(b)(v) of the Income Tax act, 1961.

ii. For the purpose of the above calculation of remuneration, the book profits shall be calculated as defined in Explanation 3 of Section 40(b) of the Income Tax Act, 1961, or any other applicable provision as may be in force for the Income Tax assessment of the LLP for the relevant accounting period.

iii. The Designated Partner No. 3 hereto shall be entitled to draw a minimum remuneration as provided in Section 40(b) of the Income Tax Act in the accounting period in which the LLP suffers losses on the basis of the book profit as computed under the provisions of the Income Tax Act, 1961, referred to above.

iv. The Designated Partners shall be entitled to increase or decrease the above remuneration and may also agree to revise from time to time the mode of calculating the above remuneration as they consider fit and proper in the best interest of the LLP.

19. Appointment, Retirement, Expulsion or Death of a Designated Partner/ Partner:

(a) No person shall be appointed as a Designated Partner/ Partner of the LLP without the prior written agreement of all the existing Designated Partners.

(b) A Designated Partner/ Partner ("the retiring Designated Partner/ the Retiring Partner") may retire from the LLP by giving not less than 30 days prior notice in writing to the remaining Designated Partners of his intention to retire as a Designated Partner of the LLP.

(c) No such retirement shall be effective if the number of Designated Partners comes down to one due to such notice until the remaining Designated Partner has appointed a new Designated Partner so as to maintain the number of Designated Partners at the minimum statutory limit of two.

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the First Accounting Period or subsequent Accounting Year as the case may be, during which such retirement takes place.

(b) In the event of the retirement of a Designated Partner/ Partner, the remaining Designated Partners will undertake to transfer and pay to such Retiring Designated Partner/ Partner the amount due and payable at the time of retirement.

(c) Any monies due and payable to a Retiring Designated Partner/ Partner under this agreement shall be paid by the LLP to such Retiring Designated Partner/ Partner and such payment shall discharge the LLP of any obligations towards the Retiring Designated Partner/ Partner.

(d) The remaining Designated Partners shall at their discretion be entitled to appoint a relative or nominee of the retiring Designated Partner/ Partner, as a Designated Partner/ Partner in place of the retiring Designated Partner/ Partner.

(ii) Expulsion:

(a) In the event of the expulsion of any Designated Partner/ Partner, the balance in his capital account and loan account if any, will fall due for payment on the last day of the First Accounting Period or subsequent Accounting Year as the case may be, during which such expulsion takes place.

(b) A Designated Partner/ Partner who is expelled from the LLP shall not be entitled to receive any share of the profit of the LLP from the date of his expulsion from the LLP.

(c) For the purpose of ascertaining the amount of the share of profit of the expelled Designated Partner/ Partner, the profits of LLP till the event of his expulsion shall be apportioned on a time basis in respect of the periods before and after the event of expulsion.

(d) The payment which becomes due as per the preceding paragraphs shall be paid by the LLP to the expelled Designated Partner/ Partner and for the avoidance of doubt there shall be no goodwill payable to the expelled Designated Partner/ Partner.

(iii) Death:

(a) In the event of the Death of any Designated Partner/ Partner, the balance in his capital account and loan account if any, will fall due for payment on the last day of the First Accounting Period or subsequent Accounting Year as the case may be, during which such death takes place.

(b) In case of no valid nomination is available on the records of LLP the monies due to such Deceased Designated Partner/ Partner under this agreement will be due and payable to any one of his legal heirs and such payment shall discharge the LLP of any obligations towards the Deceased Designated Partner/ Partner.

(c) In the event of the death of a Designated Partner/ Partner, the remaining Designated Partners shall undertake to transfer and pay to his nominee the amount due to such Deceased Designated Partner/ Partner as provided in sub-clause (d) hereinafter. In case the said nominee also dies before the monies become due and payable to him then the said amounts due and payable to him shall be paid by the LLP to the legal heirs of the nominee.

(d) Any monies due and payable to such Deceased Designated Partner/ Partner under this agreement shall be paid by the LLP to his nominee and such payment shall discharge the LLP of any obligations towards the Deceased Designated Partner/ Partner. The Nominee and/or his legal heirs as the case may be shall indemnify and keep indemnified the LLP from any claims from the legal heirs of the Deceased Designated Partner/ Partner.

(e) The remaining Designated Partners shall at their discretion be entitled to appoint a relative or legal heir or successor or nominee of the deceased Designated Partner/ Partner, as a Designated Partner/ Partner in place of the deceased Designated Partner/ Partner.

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(iv) Nomination:

(a) For the purposes of this agreement each Designated Partner/ Partner will be entitled to nominate any person to whom his share in the assets and liabilities of the LLP including his share in the Profits of the LLP are to be paid by the LLP.

(b) A Designated Partner/ Partner may lodge his nomination in writing with the LLP giving full details such as name, address, occupation, and Permanent Account Number (PAN) of his nominee. The remaining Designated Partners upon receipt of such nomination shall give their acknowledgement thereto in writing within a period of 8 days from the date of receipt thereof. Any monies due and payable to a Retiring/Deceased Designated Partner/ Partner under this agreement shall be paid by the LLP to such nominee and such payment shall discharge the LLP of any obligations towards the Retiring/Deceased Designated Partner/ Partner. The Nominee shall indemnify the LLP from any claims from the legal heirs of the Retiring/Deceased Designated Partner/ Partner.

(c) A Designated Partner/ Partner shall be entitled to change his/her nomination from time to time during the tenure of the LLP and the last acknowledged nomination as provided in clause (b) hereinabove shall only be taken as the final nomination for the purposes of this agreement.

21. LLP Policies:

The LLP shall establish and enforce, policies governing, among other things, the following:

-Health and safety of the employees of the LLP
-Protection of the data relating to the business of the LLP.

Insofar as any of these policies impose an expectation of behaviour on a Designated Partner/ Partner, each Designated Partner/ Partner agrees that he will fully comply with such an expectation.

Each Designated Partner/ Partner accepts the importance of the LLP in establishing and enforcing fully upto date policies and agrees to keep a vigilant watch on any breach of any policy by any employee of the LLP and to take appropriate action whenever any such breach is discovered.

22. Goodwill of the LLP:

The goodwill of the LLP shall belong to the LLP and shall be taken into account only on the sale of the entire business of the LLP and no Designated Partner/ Partner shall be entitled to a share in the goodwill on liquidation or otherwise ceasing to be a Designated Partner/ Partner. The goodwill when it arises as mentioned above and capital gains or losses shall be shared by the Designated Partners/ Partners in their respective profit sharing proportion.

23. Miscellaneous provisions:

All the matters not expressly provided for in this agreement shall be decided unanimously by all the Designated Partners in writing.

24. Resolution of Disputes:

All disputes between the Designated Partners/ Partners or between the Designated Partners/ Partners on the one hand and the LLP on the other and arising out of this Agreement but which cannot be resolved in terms of this Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

25. Voluntary Winding Up of the LLP:

The LLP may be wound up voluntarily at any time during its existence with the consent of all the Designated Partners and in accordance with the provisions of the Act and the Rules framed thereunder.

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PARIJAT HILL VIEW REALTY LLP * MH * PUNE

(iv) Nomination:

(a) For the purposes of this agreement each Designated Partner/ Partner will be entitled to nominate any person to whom his share in the assets and liabilities of the LLP including his share in the Profits of the LLP are to be paid by the LLP.

(b) A Designated Partner/ Partner may lodge his nomination in writing with the LLP giving full details such as name, address, occupation, and Permanent Account Number (PAN) of his nominee. The remaining Designated Partners upon receipt of such nomination shall give their acknowledgement thereto in writing within a period of 8 days from the date of receipt thereof. Any monies due and payable to a Retiring/Deceased Designated Partner/ Partner under this agreement shall be paid by the LLP to such nominee and such payment shall discharge the LLP of any obligations towards the Retiring/Deceased Designated Partner/ Partner. The Nominee shall indemnify the LLP from any claims from the legal heirs of the Retiring/Deceased Designated Partner/ Partner.

(c) A Designated Partner/ Partner shall be entitled to change his/her nomination from time to time during the tenure of the LLP and the last acknowledged nomination as provided in clause (b) hereinabove shall only be taken as the final nomination for the purposes of this agreement.

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For M/s. Parijat Hill View Realty LLP

Authorized Signatory.

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26. Alterations and Amendment to the LLP Agreement:

No alteration to or amendment in this Limited Liability Partnership agreement shall be valid unless it is executed in writing as Supplementary to this Agreement and is duly signed by every person who is a Designated Partner of the LLP as on the date of such alteration or amendment.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

Sr. No.	Name of the Designated Partner	Signature	Witness to all
01	B.G.SHIRKE CONSTRUCTION TECHNOLOGY PRIVATE LIMITED Through its Nominee: Mahendra Vasant Salvi		Rohan S. Pote 143/144 Rasta Peth Sidarni Sahayog Soc, Pune-411011. Occupation: Service
02	AJAY MANSING PAWAR		
03	VIJAY BABURAO SHIRKE		

Place: Pune
Date: 22/02/2018

For M/s. Parijat Hill View Realty LLP

Authorized Signatory.

PARIJAT HILL VIEW REALTY LLP * MH * PUNE