31.2 With respect to any matter connected with the affairs of the LLP, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

31.3 The partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary Agreement and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such Agreement is executed and the same shall form part of this LLP Agreement.

31.4 Where there is a change in constitution of Partnership (either due to change in profit/loss sharing ratio between the partners or due to admission of a partner or otherwise) a fresh Agreement shall be drawn up to give effect to the said reconstitution.

31.5 No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP shall be valid or effective or binding upon the Partners or the LLP unless reduced to writing as a Supplemental to this Agreement and duly signed and accepted by the Partners of the LLP as on the relevant date of alteration, amendment or change.

32 MISCELLANEOUS PROVISIONS

32.1 Each partner shall be responsible and liable for and shall pay their respective debts, taxes, dues and liabilities and shall indemnify the other from any liability claims and demands made on the LLP/other partner on account of non - payment of such taxes/debts/dues/ liabilities on account of LLP.

32.2 The partners shall be entitled to claim any money or money's worth paid for or on behalf of the LLP. Any expense, including pre-incorporation expenses, incurred exclusively for the LLP shall be reimbursed in total.

32.3 This Agreement represents the entire agreement between the parties and no modifications shall be valid and binding unless reduced to writing and signed by the parties.

(Contd...21)

32.4 If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, then only that provision shall be severable and divisible from this Agreement and shall be deemed to stand deleted and the validity of the remaining provisions and otherwise of this Agreement shall not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties shall use their best endeavors to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

32.5 Any relaxation/delay made/ shown by any party in exercising his rights against the other shall not be deemed and/or construed to be waiver of any such rights and shall not prejudice the rights and remedies of such party in any manner whatsoever.

32.6 Any notice by any Partner to the LLP may be given by addressing and dispatching the same to the LLP by Registered Post with Acknowledgement Due (RPAD) to the registered office of the LLP or by Hand Delivery thereat.

32.7 Any notice to a Partner shall be deemed to have been sufficiently given by the LLP/ the other Partner by addressing and dispatching the same to such Partner by RPAD to or by Hand Delivery at his usual or last known address in India.

32.8 All the matters not expressly provided in this agreement shall be decided unanimously by all the partners in writing.

33 RESOLUTION OF DISPUTES

33.1 All disputes between the partners or between any Partner and the LLP arising out of the Limited Liability Partnership or this Agreement which cannot be resolved in terms of this Agreement and all disputes arising out of or in connection with the interpretation of this Agreement or any clause or provision contained herein or the respective rights, duties or liabilities of the partners hereunder, which cannot be resolved by mutual discussions, shall be referred to arbitration as the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or reenactment thereto. The venue of the arbitration proceedings shall be Nagpur and the proceedings shall be in English.

(Contd...22)

33.2 Only the courts of competent jurisdiction at Nagpur shall have exclusive jurisdiction in all matters.

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

SIGNED AND DELIVERED by the
Within named party of the First Part
RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED
By the hands of its Director

Shri Dilip Raghunath Bharade

In the Presence of Name and Address
1) Satish G. Sonkamble
27, Daulat Nagar, Manewada
Nagpur.

2) Gaurav S. Ramteke
1274, Anjbazari Hill, Near
Buddha Vihar, Nagpur.

SIGNED AND DELIVERED by the
Within named party of the Second Part
INTEGRITY CONSTRUCTION PRIVATE LIMITED
By the hands of its Director

Shri Shriniwas Shridhar Warnekar

In the Presence of Name and Address
1) APARNA A. DEDHE
57 TO 58, SHILPA SOCIETY,
NARENDRA NAGAR, NAGPUR

2) LEENA A. GIRI
178, AWADHUT NAGAR NO.02
MANEWADA, NAGPUR

GOVERNMENT OF INDIA ★ NOTARY ★ ARCHANA D. JAISWAL ★ NAGPUR (M.S.) ★ Regn. No. 4753

SEAL OF NOTARY ARCHANA D. JAISWAL Regn. No. 4753

NOTARIAL NOTARIAL NOTARIAL

L.A.6071

ATTESTED
19/12/2020
ARCHANA D. JAISWAL
NOTARY
(Regn. No. 4753)
GOVERNMENT OF INDIA

SCHEDULE 1

ANCILLARY OR OTHER BUSINESS CARRIED OVER BY THE LLP

A. THE OTHER BUSINESSES ARE:

1) To acquire by purchase or otherwise any land, buildings, structures, sheds, godowns and to develop, alter, improve or renovate the same as may be required for the purpose of the business of the LLP.
2) To purchase, acquire or otherwise obtain and to enter into all manner of technical, financial and/or other collaboration agreements with local body or authority or Government, both central as well as state in India or in any part of the world for the purchase or acquisition of technical knowledge, know-how or any other secret, technical, managerial operating, commercial or other information for the purpose of carrying on the business of the LLP.
3) To appoint agents or establish agencies or branches in India or elsewhere and setup Indenting Houses, Export Houses, Brokerage houses, to open retail stores for purchase and sale of goods of all descriptions of the manufactures which the Designated Partners may purchase and deal in as principals or as agents, distributors or as commission agents, and to take part in the management, supervision or control of the business or operations of any Designated Partners, having similar objects association, firm or person on such terms and conditions as may be agreed upon.
4) To undertake and execute any contracts for works involving the supply for use of labour equipment and appliances and to carry over any ancillary or other works comprised in such contracts, concerning the main objects.
5) To buy, sell, manufacture, repair, alter and exchange, let on hire, export, import and deal in all kinds of articles and things which may be required for the purpose of any of main business or which may seem capable of being profitably dealt with in connection with any of the said business covered in the main object.
6) To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit to the attainment of main objects of the company.
7) To purchases take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business
8) To carry on the business as consultants, advisors, surveyors and providing of various other services in the field of civil constructions, project planning, project implementation, erection, designing and decoration and act as Project Management Consultant thereto.

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महाराष्ट्र MAHARASHTRA ◑ 2020 ◑

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19 MAR 2020

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