The Akola Urban Co-Operative Bank Ltd.,Akola,Branch Sitabuldi,Nagpur,Sagar Tower,Panditmalviya Road,Nagpur.

D-5/STP/(V)/C.R.1013/07/04/2268-71

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SAU. G. A. LANJEWAR Auth. Signature

LLP AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of LLP made at Nagpur this 27th Day of March 2019

BETWEEN

Mr. Harshwardhan Nagpure S/o Panditrao Nagpure, residing at N 16, Saharsh, Surya Nagar, Kalamana Market Road, Nagpur-440 035, Occ: Business, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and

Mr. Sachin Nagpure S/o Prabhakar Nagpure, residing at Wardhman Nagar, E (89), Nagpur-440 035, Occ: Business, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY,

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(S) Nagpure

(BOTH THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the First and the Second Party are Individuals.

NOW The First and Second Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. A Limited Liability Partnership shall be carried on in the name and style of M/s. EASTORIA BUILDERS AND DEVELOPERS LLP and hereinafter called as EASTORIA BUILDERS AND DEVELOPERS LLP.

2. The EASTORIA BUILDERS AND DEVELOPERS LLP shall have its registered office at P. No. N-16, 'Saharsh', Surya Nagar, Kalamna Market Ring Road, Nagpur-440 035 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

3. The Contribution of the EASTORIA BUILDERS AND DEVELOPERS LLP is Rs. 2,00,000/- (Rupees Two Lac only) which shall be contributed by the partners in the following proportions :

   First Party 50% i.e. Rs.1,00,000/- (Rupees One Lac only)

   Second Party 50% i.e. Rs.1,00,000/- (Rupees One Lac only)

   Provided always that partners may by mutual agreement make further contribution if any required by the EASTORIA BUILDERS AND DEVELOPERS LLP. And provided further that partners may, instead of raising capital of the firm, advance such sum of money by way of loan to the firm as may be considered expedient.

4. All the Partners of the EASTORIA BUILDERS AND DEVELOPERS LLP are entitled to share profit and losses in the following ratio :

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Name of Partner	Share in Profit	Share in Loss
Mr. Harshwardhan Panditrao Nagpure	50 %	50 %
Mr. Sachin Prabhakar Nagpure	50 %	50 %

The business of the EASTORIA BUILDERS AND DEVELOPERS LLP shall be of to carry on the business of constructor, builders, developers and engineers, decorators, designers, planners of layouts, building experts and advisers and to construct, alter, maintain, enlarge, pull down, remove or replace and to execute, carryout, equip, improve, work, develop, manage public and civil works, conveniences of all kinds including any building, colony, township, row houses, bungalows, ropeways, roads, bridges, piers, wharves, embankments, tanks, aqueducts, marine works, power houses, reclamation, improvements, sewers, stub setting, erection of towers, hotels, warehouses, cold storages, markets, bazars, places of amusements, multiplex, hospitals and similar civil amenities, pleasure grounds, parks, gardens, swimming pools, overhead tanks, fishing tanks, water sewage and effluent treatment plants, shops, offices, plots of land, apartments, shopping complex, flats, houses, row houses, bungalows, underground construction, farm-houses, dairies, hospitals, laboratories, furnaces, saw mills, stone crushing works, hydraulic works, tanneries, factories, mills, industrial structures, laying pipeline of any description and work of other public or private convenience, civil amenities, and utility work of any kind whatsoever and for such purpose to prepare estimates, designs plans, specifications, or models on own account or for any other person or government authorities.

5. After the LLP's registration, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners, with the approval of the general meeting of Partners mentioned herein above.

Admission of New Partner

6. No Person may be introduced as a new partner without the consent of all the existing partners and the incoming partner shall bring such contribution as mutually decided by the existing partners.

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7. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution of Rupees as decided by the majority of Partners.

8. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards EASTORIA BUILDERS AND DEVELOPERS LLP.

Rights of Partner

9. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said EASTORIA BUILDERS AND DEVELOPERS LLP in the proportion of their Contribution.

10. Every partner has a right to have access to and to inspect and copy any books of the EASTORIA BUILDERS AND DEVELOPERS LLP.

11. 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 EASTORIA BUILDERS AND DEVELOPERS LLP shall have no objection thereto provided that the said partner has intimated the said fact to the EASTORIA BUILDERS AND DEVELOPERS LLP before the start of the independent business and moreover he/she shall not use the name of the EASTORIA BUILDERS AND DEVELOPERS LLP to carry on the said business.

12. EASTORIA BUILDERS AND DEVELOPERS LLP shall have perpetual succession; death, retirement or insolvency of any partner shall not dissolve the EASTORIA BUILDERS AND DEVELOPERS LLP.

13. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his/her/its rights, title and interest in the partner as herein provided. However, upon insolvency of a partner its or his or her rights, title and interest in the EASTORIA BUILDERS AND DEVELOPERS LLP shall come to an end. Upon the death, liquidation of any of the partners herein any one of its, his or her heirs will be admitted as a partner of the EASTORIA BUILDERS AND DEVELOPERS LLP in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled

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to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

14. On the death, liquidation of any partner, if its, 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 EASTORIA BUILDERS AND DEVELOPERS LLP.

Duties of Partners

15. This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within 45 days of the LLP's registration, and it shall be the responsibility of the Designated Partner of the LLP to comply with the same.

16. Every partner shall account to the limited liability partnership for any benefit derived by it / him / her without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by it/ him / her of the property, name or any business connection of the limited liability partnership.

17. Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by it / his / her fraud in the conduct of the business of the limited liability partnership.

18. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or it / his / her legal representatives.

19. In case any of the Partners of the EASTORIA BUILDERS AND DEVELOPERS LLP desires to transfer or assign it / his / her interest or shares in the EASTORIA BUILDERS AND DEVELOPERS LLP it/he/she has to offer the same to the remaining partners by giving 30 days notice in writing. In the absence of any communication by the remaining partners the concerned partner can transfer or assign it / his / her share in the market.

20. No partner shall without the written consent of the EASTORIA BUILDERS AND DEVELOPERS LLP,-

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I. Employ any money, goods or effects of the EASTORIA BUILDERS AND DEVELOPERS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the EASTORIA BUILDERS AND DEVELOPERS LLP.

II. Lend money or give credit on behalf of the EASTORIA BUILDERS AND DEVELOPERS LLP or to have any dealings with any persons, company or firm whom the 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 EASTORIA BUILDERS AND DEVELOPERS LLP by the partner incurring the same.

III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the EASTORIA BUILDERS AND DEVELOPERS LLP property or any part thereof may be seized.

IV. Assign, mortgage or charge its or his or her share in the EASTORIA BUILDERS AND DEVELOPERS LLP or any asset or property thereof or make any other person a partner therein.

V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the EASTORIA BUILDERS AND DEVELOPERS LLP except upon the written consent given by the other partner.

Meeting

21. All the matters related to the EASTORIA BUILDERS AND DEVELOPERS LLP shall be decided by a resolution passed all the partners or as by mutually decided by all the partners of EASTORIA BUILDERS AND DEVELOPERS LLP or as mentioned in this agreement.

22. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email IDs provided by the individual Partners in written to the EASTORIA BUILDERS AND DEVELOPERS LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the

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meeting be called at shorter notice, if the partners agree in writing to the same either before or after the meeting.

23. The meeting of Partners shall ordinarily be held at the registered office of the EASTORIA BUILDERS AND DEVELOPERS LLP or at any other place as per the convenience of partners.

24. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

25. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the EASTORIA BUILDERS AND DEVELOPERS LLP. Each partner shall--

I. Punctually pay and discharge their own separate individual separate debts and other engagement and indemnify the other partners and the EASTORIA BUILDERS AND DEVELOPERS LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

II. Party No. 1& 2 shall give time and attention as may be required for the fulfillment of the objectives of the EASTORIA BUILDERS AND DEVELOPERS LLP business and they shall be the working partners.

Duties of Designated Partner

26. The First Party and Second Party shall act as the Designated Partner of the EASTORIA BUILDERS AND DEVELOPERS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

27. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

28. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

29. Interest to Partners: That the simple interest @ 12 % per annum or at such rates as prescribed in Income Tax Act for the time being in force may be paid

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to all the partners on credit balance on their capital account. The rate of interest can be changed with the mutual consent of all the partners.

30. Both the Continuing Partners have agreed to devote their time and attention for the conduct of the affairs of the business of the partnership and shall be entitled to maximum remuneration as allowable under the provisions Sec. 40(b) of the Income Tax Act, 1961 and the remuneration, so computed, shall be worked out and credited in the books of accounts, at the close of the accounting period.

    The amount of remuneration to working partner(s) will be as may be mutually agreed upon between partners at the end of the year. However the remuneration to working partner(s) shall not exceed the amount of remuneration allowable under the provisions of section 40(b)(v) of the Income-tax Act.

    It is also agreed in case of loss or insufficient profit after providing interest to the partners for any year, either no salary shall be payable to the partners or the amount of such salary shall be reduced in proportion to the entitlement of salary to all the partners in accordance with the availability of profit.

31. The EASTORIA BUILDERS AND DEVELOPERS LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the EASTORIA BUILDERS AND DEVELOPERS LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Cessation of existing Partners

32. Partner may cease to be partner of the EASTORIA BUILDERS AND DEVELOPERS LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
33. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of EASTORIA BUILDERS AND DEVELOPERS LLP with fraudulent purpose.

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34. The EASTORIA BUILDERS AND DEVELOPERS LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

Extent of Liability

35. EASTORIA BUILDERS AND DEVELOPERS LLP is not bound by anything done by a partner in dealing with a person if—

I. the partner in fact has no authority to act for the EASTORIA BUILDERS AND DEVELOPERS LLP in doing a particular act; and

II. the person knows that he has no authority or does not know or believe him to be a partner of the EASTORIA BUILDERS AND DEVELOPERS LLP.

Miscellaneous Provisions

36. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

I. in the ordinary and proper conduct of the business of the limited liability partnership; or

II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

37. The books of accounts of the firm shall be kept at the registered office of the EASTORIA BUILDERS AND DEVELOPERS LLP for the reference of all the partners.

38. The accounting year of the EASTORIA BUILDERS AND DEVELOPERS LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this EASTORIA BUILDERS AND DEVELOPERS LLP till 31st March of the subsequent year.

39. It is expressly agreed that the bank account of the EASTORIA BUILDERS AND DEVELOPERS LLP shall be operated by the First & Second Party, either jointly or severally.

40. All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.

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

42. The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP Act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.

43. As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, shall be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.

44. All disputes between the partners or between the Partner and the EASTORIA BUILDERS AND DEVELOPERS LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

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

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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

Mr. Harshwardhan Panditrao Nagpure (Designated Partner)

Mr. Sachin Prabhakar Nagpure (Designated Partner)

Witness:

a) Name: Shalini Harshwardhan Nagpure

Address: N-16 Surya Nagar Kalamna Market Road.

Signature: Nagpure.

b) Name: Anup Vijay Yelwatkar.

Address: Plot No :- 19 Ram Bhumi Near Zp School. Nagpur.

Signature: Yelwatkar.