



महाराष्ट्र MAHARASHTRA

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NAGPUR TREASURY

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23 JUL 2021

Head Clerk / Sec. Clerk

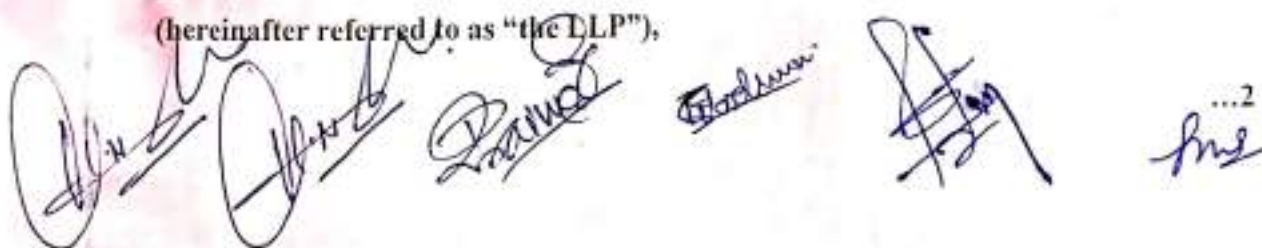
SUPPLEMENTAL LLP AGREEMENT

(As per Section 23(2) of LLP Act, 2008)

This Supplemental Limited Liability Partnership Agreement (hereinafter said as "the LLP Agreement") made and entered into on this 22nd day of September, 2021 at Nagpur, by and amongst:

BETWEEN

1. NANIK REALTIES LLP incorporated under LLP Act, 2008 having its registered office at Shop No. B-4, Plot No. 496, Nanik's Ashtavinayak Aradhana Apartment, Angullimal, Power Grid Square, Nari Ring Road, Nagpur 440026 Maharashtra, India (hereinafter referred to as "the LLP"),





महाराष्ट्र MAHARASHTRA

2021

BC 893124

3495
01/11/2021

This stamp paper is attached to the
Supplemental LLP Agreement executed
on 22/09/2021 at Nagpur and
it forms part and parcel thereof.

Signature

Signature

Signature

Signature

2. Mahesh Nanikram Sadhwani residing at Opp. Sindhu Nagar Society Ground Plot No. 47 -A Sindhu Nagar Society, Jaripatka, Nagpur Maharashtra 440014 which expression shall, unless repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as a Designated Partner of the LLP,

3. Pramod Keshavrao Wairagade residing at Plot No. 21, Behind Dharampeth Science College, Ambazari Lay Out Nagpur Maharashtra 440033 which expression shall, unless repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as a Designated Partner of the LLP,

4. Girish Nanikram Sadhwani residing at Opp. Sindhu Nagar Society Ground Plot No. 47, Sindhu Nagar Society, Jaripatka, Nagpur 440 014 which expression shall, unless repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as a Partner of the LLP,

5. Praveen Inder Balany residing at Opp. WCL Rescuemine Qtr. G-1 Astha Apartment, Nagpur 440 026 Maharashtra which expression shall, unless repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as a Partner of the LLP AND

(ALL FIVE ABOVE COLLECTIVELY REFERRED TO AS PARTIES TO THE LLP AGREEMENT OF THE ONE PART)

AND

NANIK VENTURES LLP (LLPIN: (AAS - 5919) having its registered office situated at Shop No. B/4, Nanik Astvinayak Aradhana, Apartment, Angulimal, Nagpur MH 440026 IN, through its Nominee/Designated Partner, Shri. Laksh Mahesh Sadhwani resident of Plot No. 47-A, Sindhu Nagar Society, Jaripatka, Nagpur 440014 Nagpur Maharashtra India 440014, duly authorised vide, resolution passed by the Nanik Ventures LLP on 22.09.2021 of the Other Part.

WHEREAS Shri. Laksh Sadhwani being not willing to act as the partner of the LLP in personal capacity, has tendered resignation from the office of partner of the LLP, vide his letter of resignation dated 25.06.2021, and the resignation has been duly consented to and accepted by the partners of LLP effective from 22.09.2021. Shri. Laksh Sadhwani has therefore been ceased to be Partner of the LLP effective from 22.09.2021 and henceforth the LLP will refund him his contribution amounting to Rs. 20,000/-



WHEREAS Shri. Mahesh Nanikram Sadhwani, Shri. Pramod Keshavrao Wairagade, Shri. Girish Nanikram Sadhwani and Shri. Praveen Inder Balany are the partners in the LLP and are bound as such under the Initial LLP Agreement dated 04.01.2019 executed by Shri. Mahesh Nanikram Sadhwani, Shri. Pramod Keshavrao Wairagade, Shri. Girish Nanikram Sadhwani, Shri. Praveen Inder Balany and Shri. Laksh Mahesh Sadhwani read with the Supplemental LLP Agreement dated 21.05.2020.

WHEREAS the said Nanik Ventures LLP is willing to become a body corporate partner of the LLP and invest a sum of Rs. 20,000/- (Rupees Twenty Thousand only) and the LLP is willing to admit it as a designated partner and the prior consent to become a partner has been filed by Nanik Ventures LLP.

AND WHEREAS the parties to the LLP Agreement have unanimously resolved to further alter the initial LLP agreement in toto replacing its entire provisions by the new provisions through executing the LLP Agreement as under, which shall be considered and effective for overall regulation and functioning of the affairs of the LLP.

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

Article 1

RECITALS

The Recitals herein shall form an integral part of the operative portion of the LLP Agreement. The LLP Agreement shall be filed with the Registrar of Companies, after execution thereof in accordance with the provisions of the LLP Act, and subsequently on each modification thereto.

Article 2

DEFINITION

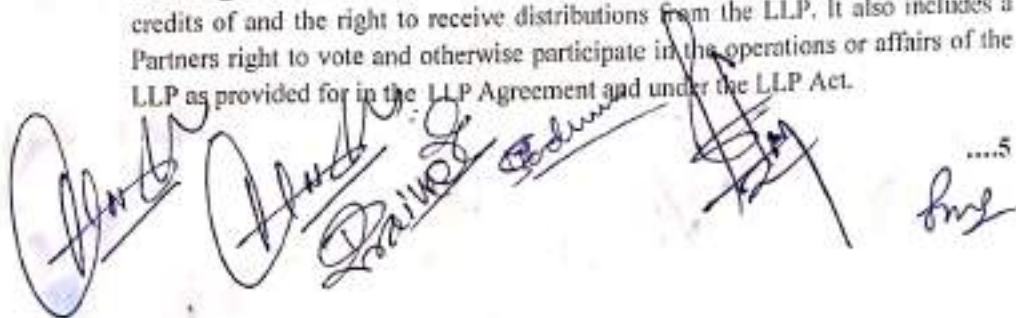
In the LLP Agreement the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

- a. **"Supplemental Agreement" or "Supplemental LLP Agreement"** means the LLP Agreement, as executed on the date mentioned above and as amended, modified or supplemented from time to time.
- b. **"Accounting Year" or "Financial Year"** of the LLP means period from 1st April of the year to 31st March of the subsequent year. The first accounting year shall be from date of commencement of the LLP till 31st March of the subsequent year.
- c. **"Business"** means the activities, management and operations of the LLP as set out this Agreement.



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- d. **"Business Day"** means a day (excluding Saturday, Sunday, a gazetted public holiday and any other day that is declared a holiday by the Government) on which the principal commercial banks are open for business during normal banking hours.
- e. **"Business Plan"** means the detailed plan in accordance with the Project will be managed and developed. The business Plan shall be revised annually by the LLP. The revised Business Plan shall be required to be approved by Partners.
- f. **"Capital Contributions"** mean the contributions made by the Partners to the LLP pursuant to Article 10 hereof and, in the case of all the Partners, the same would refer to the aggregate of all such capital contributions.
- g. **"Confidential Information"** means and includes, but is not limited to all information of a secret or confidential nature relating to the affairs of the LLP or any person related to the LLP whose information is held within the LLP. This kind of information would also include in its ambit, any and all information that is essential to carry on day-to-day business of the LLP and as may be decided by the Partners from time to time.
- h. **"Designated Partner (s)"** mean the Partners whose names are set forth in the Article 7 to this Agreement and include any Partner designated as such pursuant to the provisions of this LLP Agreement, and who has given his prior consent to act as such to the LLP in the prescribed form.
- i. **"LLP Act "** or the **Act** shall mean the Limited Liability Partnership Act, 2008, as amended from time to time.
- j. **"LLP Rules"** or **" the Rules"** mean the Limited Liability Partnership Rules, 2009, as amended from time to time.
- k. **"Limited Liability Partnership"** or **"LLP"** shall mean **"NANIK REALTIES LLP"**,
- l. **"Net Profit"** Means total income less total expenditure .
- m. **"Partners (s)"** in relation to this LLP, means any person who becomes a Partner in this LLP in accordance with the LLP Agreement and include the initial Partners whose names are set out in Article 6 to the LLP Agreement and who are subject to the terms and conditions of the LLP Agreement and the applicable provisions of the LLP Act.
- n. **" Partners' Interest"** means the ownership interest of Partner in the LLP, including a Partner's right to share in the income, gain , loss, deduction and credits of and the right to receive distributions from the LLP. It also includes a Partners right to vote and otherwise participate in the operations or affairs of the LLP as provided for in the LLP Agreement and under the LLP Act.



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- o. **"Person"** means any natural person, corporation, company, LLP, limited liability company, trust, or other entity or association.
- p. **"Project"** means the project intended to be carried out for the purpose of construction, development etc. for meeting the objects of the LLP.
- q. **"Property"** means the lands that may be acquired by the LLP.
- r. **"Registrar"** shall have the meaning, as assigned under the LLP Act.
- s. **"Resident in India"** means a person who has stayed in India for a period of not less than one hundred and eighty two days during the immediately preceding one year.
- t. **"Transfer"** means (in either the noun or the verb form including, with respect to the verb form, all conjugations thereof within their correlative meanings) sale, assignment, transfer, creation of any encumbrance or other disposition (whether for or without consideration, whether directly or indirectly, and whether voluntary, involuntary or by operation of law).
- u. **"Working day"** shall mean any day of the week (excluding Saturdays, Sunday and public holidays) on which commercial bank are open for business in Mumbai and Nagpur.

Terms not defined herein but defined under the LLP Act or LLP Rules, shall have respective meaning assigned to them under the LLP Act or LLP Rules.

Article 3

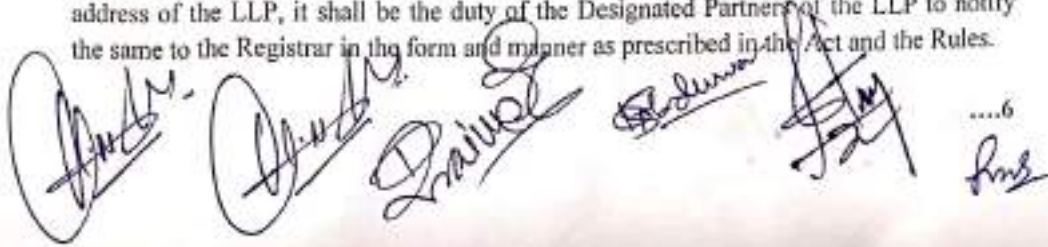
NAME OF THE LLP

The business of the Limited Liability Partnership shall be conducted under the name and style of **"NANIK REALTIES LLP"**. The Partners with unanimous consent may change the name of the LLP at any time and follow the procedure as prescribed under the LLP Act/ LLP Rules. Such change must be notified to the Registrar office by the Designated Partners in accordance with the provisions of the Act.

Article 4

REGISTERED OFFICE

The LLP shall have its registered office at Shop No. B/4, Nanik Astvinayak Aradhana Apartment, Angulimal, Nagpur 440 026 Maharashtra and / or at such other place as may be mutually agreed upon by the Partners. The Partners with unanimous consent may change the registered office of the LLP at any time by following the procedure as prescribed under the LLP Act/ LLP Rules. Upon any change in the registered office address of the LLP, it shall be the duty of the Designated Partners of the LLP to notify the same to the Registrar in the form and manner as prescribed in the Act and the Rules.



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Article 5

BUSINESS OF THE LLP

- (i) To carry on India or abroad the business to construct, build, alter, acquire, convert, improve, conceive, plan, survey, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, test, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, sub-contractor, turnkey contractor and manager of all types of infrastructure projects, facilities or works, constructions & developmental works in all its branches such as roads, ways, bridges, railways, tramways, water tanks, warehouses, factories, buildings, row houses, hospitals, flyovers, airports, stadiums, structures, power supply works, power stations, hotels, multistoried, colonies & housing projects and to sell, purchase, lease, exchange, distribute, rent, auction or deal in lands, buildings and hereditaments of any size, tenure or description, any estate or interest there in and any rights connected with lands so situated and turn the same to account as may be deemed expedient;
- ii) To carry on all the business of promotion of other businesses by way on providing technical support, financial support and any other type of similar support required for running the business. Financial support can be in form of equity investment in that entity.
- iii) The LLP may engage in any activity desirable or incidental to the accomplishment of the conduct of the Business of the LLP, including but not limited to such ancillary business.

Article 6

PARTNERS

Partner shall mean each Party to the LLP Agreement as under until they cease to be a Partner in accordance with the provisions of the Act and the LLP Agreement.

Name of the Partner	Contribution	Share in partnership
Mahesh Nanikram Sadhwani	20,000/-	20%
Pramod Keshavrao Wairagade	20,000/-	20%
Girish Nanikram Sadhwani	20,000/-	20%
Praveen Inder Balany	20,000/-	20%
Nanik Ventures LLP through its Nominee Laksh Mahesh Sadhwani	20,000/-	20%

Article 7**DESIGNATED PARTNERS**

The following individuals/ body corporate shall be the "Designated Partners" of the LLP:

Sr.No.	Name of Partner	Share in Partnership
1	Mahesh Nanikram Sadhwani	20 %
2	Pramod Keshavrao Wairagade	20 %
3	Nanik Ventures LLP through its Nominee Laksh Mahesh Sadhwani	20%

7.1. Responsibility of legal compliance

The Designated Partners shall be responsible for doing of all such acts, matters and things as are required to be done by the LLP in respect of compliance with the provisions of the LLP Act, including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act or as specified in the LLP Agreement.

7.2. General Role

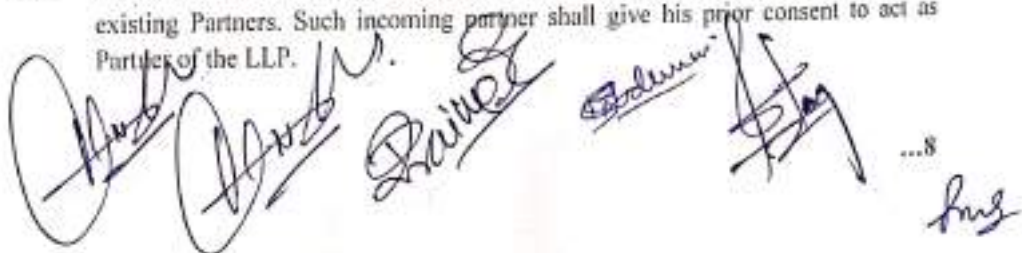
In addition to their specific role and responsibilities under any Article (s) of the LLP Agreement, the Designated Partners shall be responsible for carrying out the provisions and the purpose (s) of this Agreement.

Article 8**TERM**

The LLP as originally constituted shall be deemed to have commenced its Business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in the LLP Agreement and as provided under the LLP Act and/ or the LLP Rules.

Article 9**ADMISSION OF NEW PARTNER**

9.1. No Person can be introduced as a new partner without the consent of all the existing Partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.



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- 9.2. The Contribution of the Partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring contributions as may be decided by the exiting Partners.
- 9.3. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards LLP or as may be decided between the Partners from time to time.,

Article 10

PARTNERS CONTRIBUTION

- 10.1 The LLP shall maintain separate capital contribution account for each Partner. The capital contribution of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be maintained as under :

Name of the Partner	Contribution	Share in partnership
Mahesh Nanikram Sadhwani	20,000/-	20%
Pramod Keshavrao Wairagade	20,000/-	20%
Girish Nanikram Sadhwani	20,000/-	20%
Praveen Inder Balany	20,000/-	20%
Nanik Ventures LLP through its Nominee Laksh Mahesh Sadhwani	20,000/-	20%

- 10.2 Each Partner's contribution to, or withdrawal from, the LLP shall be respectively credited to or debited to the Partner's capital account or the current account, as the case may be.
- 10.3 Interest will be paid on capital to the partners as per the rates prescribed under Income Tax Act, 1961, which at present are @ 12% p.a. Such quantum of interest can be reduced from time to time as per oral mutual understanding of the partners.
- 10.4. **Partner Loan/ Borrowings .**

For the purpose of the business of the LLP, the LLP may borrow from Partners (**Partner Loan**) and same shall be payable by LLP upon demand by the lending Partner or within the agreed terms of the Partner Loan. Further, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, Credit Society, NBFC or any other person at the prevailing rate of interest with the consent of the Designated Partners. The Borrowing may be secured or unsecured, and the security may be created by the parties wherever required. The funds required for the purpose of the business of the LLP may also be contributed or arranged by the parties in such manner as may be mutually agreed upon.

10.5. Interest on Partners Loan

Interest @ State Bank of India prime lending rate + 2% p.a. shall be payable on or with respect to the loan from the Partners, restricted to the amount arrived as per provisions of Income Tax Act.

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Article 11

PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS.

- 11.1 The net profits of the NANIK REALTIES LLP arrived after providing for payment of remuneration to all the working partners and interest to partners on the loan given by them be divided in the following proportions:

To the said Mahesh Nanikram Sadhwani	: 15 %
To the said Pramod Keshavrao Wairagade	: 22.5 %
To the said Girish Nanikram Sadhwani	: 20 %
To the said Praveen Inder Balani	: 22.5 %
To the said Nanik Ventures LLP	: 20 %

- 11.2. The losses of the NANIK REALTIES LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said Mahesh Nanikram Sadhwani	: 15 %
To the said Pramod Keshavrao Wairagade	: 22.5 %
To the said Girish Nanikram Sadhwani	: 20 %
To the said Praveen Inder Balani	: 22.5 %
To the said Nanik Ventures LLP	: 20 %

Article 12

BANKING OPERATION**12.1. BANK ACCOUNT(s)**

The LLP shall open business accounts with any bank as may be mutually agreed between the Partners. It is expressly agreed that the bank account of the LLP shall be operated JOINTLY by the following designated partners of the LLP i) Mahesh Nanikram Sadhwani & (ii) Laksh Mahesh Sadhwani (Nominee of Nanik Ventures LLP). Partners in its duly convened meeting can modify the bank account operation authority.

Article 13

PROJECT AND ITS DEVELOPMENT

13.1. Project

Project mean residential or commercial projects, lands development etc. as may be mutually decided by the parties.

Article 14

FINANCIAL CLOSURE AND ADDITIONAL FUNDING

14.1. Financial Closure.

- a) The Manner in which financial closure for the Projects is to be achieved will be set out in the Business Plan to be agreed upon between the Parties.
- b) First financial closure will be in the subsequent financial year end as mentioned in LLP Act.

14.2. Additional funding

- a) In case the Project requires additional funding including on account of cost overruns, the Parties will decide the manner in which such additional funds are to be raised or provided.

Article 15

BUSINESS PLAN

15.1 The Business Plan is to acquire lands, develop and sell into layouts and/or develop them into Residential, Commercial and Industrials projects and dispose off them, providing assistance to other business enterprises, venturing into new business, etc as may be mutually agreed by the parties.

Article 16

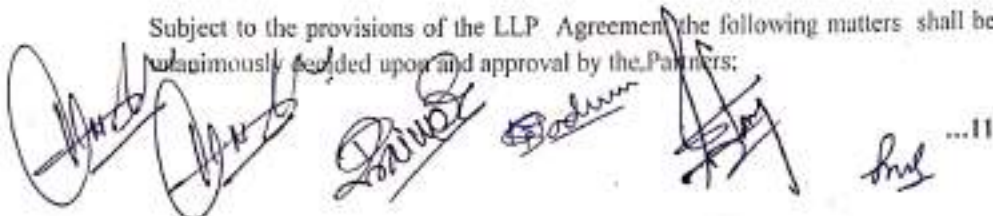
MANAGEMENT OF THE LLP

16.1. Delegation of Authority.

The Partner would through a resolution passed at their meeting authorize the Designated Partners to do such specific acts, deeds and things as they may think fit and proper.

16.2. Matters requiring approval of all the Partners

Subject to the provisions of the LLP Agreement the following matters shall be unanimously decided upon and approval by the Partners:

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- a) Change in the profit sharing ratio of the Partners;
- b) Taking of any type or quantum of loan, whether secured or unsecured or creating any liability.
- c) Entering into any joint venture arrangement with other Person;
- d) Investing in another business enterprise;
- e) Change of name of the LLP;
- f) Change in business(es) of the LLP by way of omitting, adding or substantially charging any business(es);
- g) Admission of new Partner;
- h) Increase in the capital contribution of the Partners;
- i) Appointment or removal of Designated Partners;
- j) Opening and operation of bank account in the name of the LLP;
- k) Purchase of any fixed assets or incurring or any capital expenditure which are not as per the approved Business Plan.
- l) Amendment to any Article of this Agreement;
- m) Finalizing and signing the annual statement of accounts and statement of solvency.
- n) Finalization of Business Plan.
- o) Change in the Project specifications.

Article 17

BOOKS OF ACCOUNT

17.1 Business to be carried in the name of LLP

All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold by and in the name of the LLP. Similarly, all services shall be availed or rendered by and in the name of the LLP. All the bills, vouchers, delivery notes, receipts etc. shall be issued in the name of the LLP.

17.2 Maintenance and audit of the books of account

The accounts of the LLP shall be maintained according to the Accounting year, and a Statement of Account and Solvency shall be drawn of all capital assets and liabilities of the LLP, as at 31st March in which year (or on the end of financial year, as may be notified by the statute) and, if required by the LLP Act/Rules, the Statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of the LLP Agreement and applicable provisions of the LLP Act.

17.3 Place of maintenance of books of accounts

The LLP shall maintain its books of account and others books at the registered office of the LLP. Such books shall be updated in a regular manner and shall not be removed from the registered office without the consent of all the Partners.

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[Signature]

17.4 Approval of accounts

The accounts of the LLP as on 31st March (or end of financial year, as may be notified by the statute) each year shall be approved by all the Partners of LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of the Partners.

17.5 Basis of maintenance of accounts

Complete books and records of the LLP shall be maintained accurately reflecting accounts, business and transaction of the LLP as conducted in each Financial Year. Such books and records shall be maintained on an accrual basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or Rules; or by the Institute of Chartered Accountants of India; or any competent authority.

Article 18**STATUORY RECORDED AND FILINGS****18.1 Maintenance of records**

The LLP shall keep at its registered office:

- a) A current list of the full name and the last known business, residence or mailing address of each Partner in alphabetical order;
- b) Copies of LLP Agreement and amendments and modifications thereto;
- c) Statutory records prescribed under the Act;
- d) Copies of the income tax returns of LLP, if any;
- e) Copies of all financial statements and audits reports of the LLP;
- f) Copies of annual returns of the LLP;
- g) Copies of permissions required under local/ state law;
- h) Copies of all other such documents as may be required to run the Business.

Upon request from either Party, LLP shall provide the copies of above stated documents to the Party for its record purpose.

18.2 Annual filing

The LLP shall prepare a Statement of Account and Solvency for each Financial Year and file the same with the Registrar within prescribed time.

The LLP shall also prepare and file Annual Return with the Registrar within sixty days of closure of its Financial Year, in the form prescribed under the LLP Act.



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Article 19

MEETINGS

19.1 Frequency of meetings

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 the Designated Partners or by any Partner.

19.2 Service of notice for meeting Partners

The meeting of Partners may be called by giving 7 Working Days' notice in writing to every Partner at the address registered with the LLP. Notice may be served on the Partners by hand delivery or post or by electronic means to the e-mail registered with the LLP. The meeting may be called at a shorter notice, provided the Partners agree for the same either by way of an advance communication to the LLP or in the concerned meeting itself.

19.3 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media

A meeting of the Partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

19.4 Appointment of Chairman

At each meeting a chairman shall be appointed from amongst the Partners present, who shall preside over the proceedings of the said meeting.

19.5 Venue of Meeting

The meeting of Partners shall ordinarily be held at either the registered address of the Partners or at the registered address of the LLP or at any other place as may be unanimously decided by the Partners.

In the case of meeting through video conferencing or any other electronic means, the place of seating of the Chairman shall be considered as the venue of such meeting.

19.6 Quorum

Minimum two Partners should be present throughout the meeting to constitute the quorum for the meeting of the Partners. Presence of nominee of Partners is must for valid quorum.



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In a case where the quorum is not present at the beginning of the meeting, the meeting shall be adjourned to the same time and place on the next Working Day. In a case where the quorum is not present at the beginning of the first adjourned meeting, the meeting shall be adjourned to the same time and place on the next Working Day.

In case where the quorum is not present even at the second adjourned meeting then the decision taken by the Partners (minimum two Partners) present at such adjourned meeting shall be binding on the Partners / LLP.

However, at any adjourned meeting no decision on any Reserved Matters which are listed under article Article 22 can be taken, if the nominee of Partners is not present.

19.7 Minutes

The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of the LLP shall be signed either by the Chairman of the same LLP meeting or next LLP meeting.

Article 20

DUTIES OF PARTNER

20.1 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.

20.2 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.

20.3 Duty to payback the personal profits earned by the Partner

If any Partner of LLP derives any profit for himself 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.

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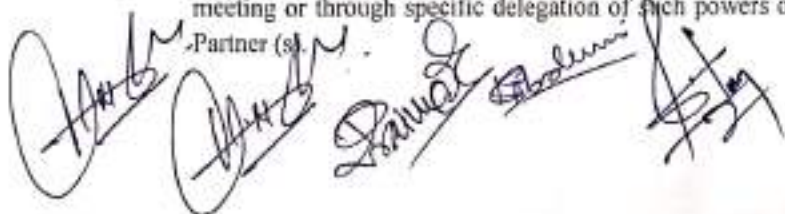
20.4 Confidentiality of Partnership information

- 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 persons who are bound to maintain confidentiality thereof and not to use such Confidential Information except as expressly permitted by the LLP 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 insure that the employees, consultants and other representatives of the LLP, or the entity with which such partners are related, 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.
- d. Within thirty days following termination or expiration of the LLP 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 the LLP Agreement, including all copies and extract of documents.

20.5. Other duties

No Partner shall without the written consent of other Partner.

- 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 give 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).

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20.6. Liability of Partners to make good the losses incurred in certain cases.

Any loss incurred through breach of the provision mentioned above shall be made good to the LLP by the Partner whose conduct caused the LLP to incur the same.

Article 21

RIGHTS OF PARTNERS

21.1. Rights, title and interest in assets and properties

In the event of any distribution, all Partners shall have rights, title and interest in assets and properties in the LLP. Such right, title and interest shall be in proportion of their respective profit sharing ratio.

21.2. Right to Access and inspect books.

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

21.3. 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.

21.4. 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., restricted to the rates specified under the Income Tax Act, 1961.

21.5. Right to Audit

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

21.6. 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 Project, any criminal investigations, or proceedings involving the LLP.
- b) End use certificate of funds invested by Partners to be provided by any practicing Chartered Accountant on regular internal operations.
- c) Partners shall have full authority to monitor including auditing all transactions, in such manner as it may deem necessary.

Handwritten signatures of partners and a date stamp '17' are visible at the bottom of the page.

Article 22

RESERVED MATTERS

No decision in respect of the following items shall be taken by the LLP in Relation to the Project, except with the affirmative consent of Partners.

- 22.1 Formulation, adoption and amendment of the LLP's Business Plan of the Project (including the budget) subjected to permitted deviations;
- 22.2 Any sale or disposal of the Project land (other than pursuant to sale of individual residential units in accordance with the Business plan of the LLP);
- 22.3 Any related party transaction pertaining to the Project;
- 22.4 Incurrence of any debt by LLP in excess of as its permitted in the Business Plan;
- 22.5 Creation of encumbrance (mortgage, charge or lien) of any nature on or with respect to the Project (including the Project land, tangible or intangible assets and any other property which is offered as security) by LLP, except for incurrence of debt which is as per the Business Plan;
- 22.6 Issuance of any debt instruments by LLP and the terms thereof; save and except such debt instruments which are issued pursuant to, or in furtherance of any permitted indebtedness contemplated in the Business Plan;
- 22.7 Amendment, rescission or termination of land ownership documents/ development agreements, powers of attorney, as the case may be, pertaining to the Project;
- 22.8 Applying to the court for bankruptcy or to voluntarily wind up of LLP, except as permitted under the Business Plan;
- 22.9 Assigning, charging or encumbering any movable, immovable, tangible and intangible assets of the LLP, including securitization of receivables of the LLP, except as permitted under the Business Plan.
- 22.10 Provide any guarantee to or become surety for any third party, except in the ordinary course of business;
- 22.11 Acquire (whether by formation, purchase, subscription or otherwise) any subsidiary or effect the disposal or dilution of its interest, directly or indirectly in any subsidiary;
- 22.12 Roll over, extend or renew any existing (if any) or future liability or debt facility, except as otherwise permitted under the business plan.
- 22.13 Initiating or settling any litigation that could have a material adverse impact on the Project or the rights of Partners;
- 22.14 Grant any power of attorney or delegate any powers of the Partners to a committee or otherwise;
- 22.15 Any change in the accounting methods or policies of LLP;
- 22.16 Appointment of statutory auditors of LLP;
- 22.17 Change in constitution structure of LLP.
- 22.18 Appointment of key personnel to Project
- 22.19 The LLP entering into joint ventures, except as permitted in the Business Plan or in the ordinary course of business;
- 22.20 Alteration or substitution of any of this Agreement.
- 22.21 Creation of any security/ charge/ encumbrance of whatsoever nature in relation to the Project;

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- 22.22 Entering into any material contract or any material modification of a material contract other than as contemplated in the Business Plan.
- 22.23 Adopt annual accounts, accounting policies, and capital outlays;
- 22.24 Change the name of LLP;
- 22.25 Appointment of Project engineer, Project architect and Chartered Accountant for the purposes of the withdrawal of amounts from the bank accounts of LLP in compliance with the Real Estate (Regulation and Development) Act, 2016 or any change in such appointment;
- 22.26 Any other matter mutually agreed to between the Parties.

Article 23

ADMISSION OF PARTNERS/ DESIGNATED PARTNERS

23.1 Admission of new Partner

A new Partner may be introduced with the prior written consent of all the Partners on such terms and conditions as the Partners may agree with the person to be introduced as a Partner in the LLP.

23.2 Changes in Designated Partner

The LLP may appoint or remove a Designated Partner with the approval of all its Partners. In any decision concerning removal of a Designated Partner, the concerned Designated Partner shall not be a party and shall not be entitled to cast his vote.

23.3 Number of Designated Partner

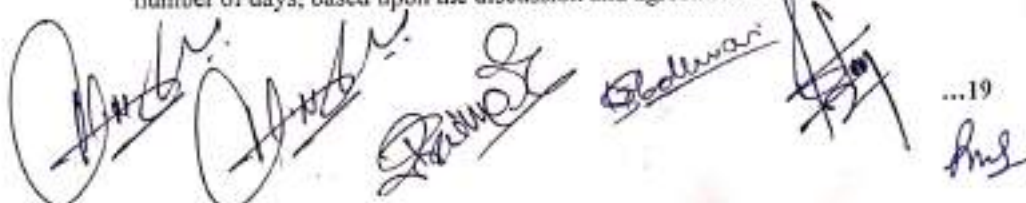
The LLP shall, at all given times have at least two Designated Partners and one of whom shall be resident in India. In case no Designated Partner is appointed or if at any time there is only one or no Designated Partner, each Partner shall be deemed to be a Designated Partner.

Article 24

CESSATION OF PARTNERS

24.1 Resignation/ Voluntary withdrawal

No Partner shall withdraw or resign from the LLP without the prior consent of other Partner provided such consent is not unreasonably withheld or delayed. A partner may tender his intent to resign as a Partner by giving not less than 90 (ninety) days notice in writing, such notice period may be for shorter or higher number of days, based upon the discussion and agreement of the other Partners.



24.2. Entitlement of resigning Partner.

The resigning Partner (the former Partner), or a person entitled to his share in consequence of the insolvency of the former Partner, shall be entitled to receive from the LLP within 6 (six) months of his ceasing to be a Partner in the LLP an amount equal to the capital contribution of the former Partner actually made to the LLP; and

- a) his right to share in the accumulated profit of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the former Partner ceased to be a Partner on a mutually decided value.
- b) Such entitlements shall however be subject to deduction/charging of applicable taxes, if any. A former Partner or a Partner or a person entitled to his share in consequence of the insolvency of the former Partner shall not have any right to interfere in the management of the LLP, in any manner whatsoever.

24.3. Determination of price of share of the resigning Partner.

Upon a Partner giving notice of its intention to resign, the assets and liabilities of the LLP will be re-valued at book value. Accordingly, price of the share of former Partner shall not be less than the amount at which share shall stand on the date of resignation and after the aforesaid revaluation process has been completed.

24.4. Expulsion of Partner and termination of his Partnership.

If any Partner-

- a) Become bankrupt; or
- b) Commit a material breach of any of the provisions of the LLP Agreement; or
- c) Commits any criminal offence or does or suffers any act which would be ground for the dissolution of the LLP by Court/Tribunal, it shall be, in such a case, lawful for the other Partners by notice in writing to the offending Partner or his trustee or official assignee to expel/ terminate such Partner and the other Partners shall have the option to purchase his share and pay the purchase price to the offending Partner or his trustee or official assignee, which purchase price shall be mutually decided by the Partners failing which the same shall be decided by a professional valuer appointed by the Partners.

24.5. Insolvency of Partner.

If a Partner becomes insolvent, the LLP will not be dissolved. However, upon insolvency of any Partner, his rights, title and interest in the LLP shall vest to any of his heirs or as per the Insolvency & Bankruptcy Code, 2016 or such other Act as may be in force. In case the interest of insolvent Partner cannot be vested to any of his heirs, then the remaining Partner shall have the option to purchase the share of such insolvent Partner and the purchase price shall be determined in the manner prescribed in Article 24 hereof.

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24.6 Other effects of cessation

The cessation of a Partner from LLP shall not by itself discharge the Partner from any obligation towards the LLP or to the other Partners or to any other person which he incurred while being a Partner.

24.7 Non Compete.

In the event of ceasing to be a partner as aforesaid, for the duration of a period of 12 months thereafter ceasing partner or its affiliates shall not engage in any capacity including but not limited to as a licensee, distributor, franchisee, joint venturer, partner, shareholder or otherwise in the Territory in respect of any business that competes or conflicts with the Business of the LLP.

Article 25

**PARTNER'S RELATION, AUTHORITIES, RESTRICTIONS AND
LIMITATION OF LIABILITIES**

25.1. Inter se relation among Partners and their relation with the LLP.

Every Partner shall for the purpose of the Business of the LLP, be the agent of the LLP, but not of the other Partner.

25.2. Restrictions on authority

No Partner shall

- a) 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 purpose of the LLP;
- b) use the LLP name, credit, or property other than for the purpose of the LLP;
- c) do any act detrimental to the interest of the LLP or which would make it impossible to carry on the business of affairs of the LLP.

25.3. Each of the parties hereto shall be entitled to carry on their own, separate and independent business 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.

25.4. Extent of Partners liability.

The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this 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.

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25.5. Protection to Partner by LLP.

The 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 Partner and officers of LLP, except for the gross negligence or willful misconduct of the Partner or the officer(s) seeking indemnification.

25.6. LLP not to be bound by certain acts

The LLP is not bound by anything done by Partner in dealing with a person if;

- a. The Partner in fact has no authority to act for the LLP in doing a particular act and
- b. The Person knows that he has no authority or does not know or believe him to be a Partner of the LLP.

Article 26.**STATUTORY AUDITORS****26.1. Appointment by Designated Partners.**

The Partners shall, by passing a resolution at their meeting, appoint the first statutory auditor to audit the accounts of the LLP. Further, in case of resignation/death or removal of auditor, the Partners may appoint the statutory auditor to fill the vacancy by following the procedure as prescribed under the LLP Act/LLP Rules.

26.2. Appointment of annual basis.

An auditor of a LLP shall be appointed for each Financial Year of the LLP for auditing its accounts. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period;

- a. New auditors are appointed, or
- b. He is re-appointed.

Article 27**TRANSFER/ASSIGNMENT OF RIGHTS****27.1. General Restriction on Transfer.**

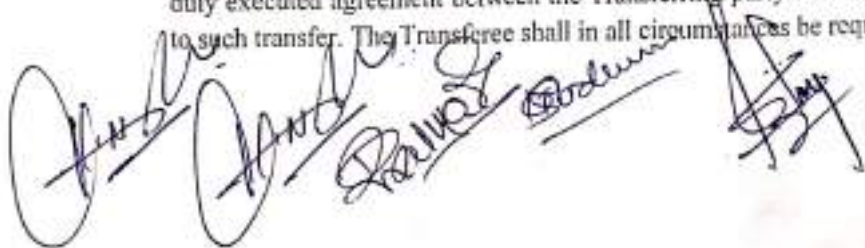
- a. Except as expressly provided for in this Agreement, none of the Partners shall be entitled to nor shall they purport to assign, Transfer sell, mortgage, charge, encumber, dispose off or otherwise Transfer or otherwise deal with all or any its Interest or its rights and /or obligations in the LLP, in whole or in part, in any manner whatsoever without the prior written approval of the other Partner.

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- b. Each Partner agree that it shall not Transfer any Interest in the LLP in favour of any Competitor of the other Partner.
- b. The Partners agree that the transfer restrictions in the LLP Agreement shall not be capable of being avoided by the holding of interest indirectly through a company or other entity that can itself be sold in order to dispose of Interests in the LLP free of such restrictions. Any encumbrance, Transfer, or other disposal of any Interest resulting in any change in the control, directly or indirectly, of the Partners, or of any affiliate of the Partners which has or holds, directly or indirectly any interests, shall be treated as being a transfer of the interests held by the Partners, and the provisions of the LLP Agreement that apply in respect of the Transfer of Interest shall thereupon apply in respect of the Interests so held and such attempt or act if made without prior written consent of the Partners, shall be a material breach.
- d. Any Transfer in contravention of any of the Provisions of this Article shall be void and ineffectual and shall not be binding upon, or recognized by the LLP.

27.2. Right of First Refusal

- a. If any Partner proposes to Transfer ("Transferring Party") his Interest or part(s) thereof to any third party, (which in no event can be a Competitor) (the "Transferee"), the other Partner either himself / herself / itself and/ or through its nominee(s) (the "Remaining Party") shall have the right of first refusal to buy the interest so to be Transferred, on terms and conditions as offered to such third party, whereupon the following shall apply.:
- b. The Transferring Party proposing to Transfer all or any interests to a Transferee shall, prior to any Transfer, first give a written notice (the "Transfer Notice") to the Remaining Party at least 30 (thirty) Business Days prior to the Transfer. The Transfer Notice shall set forth in reasonable detail (i) the total Interests proposed to be transferred (the "Offered Interest"), (ii) the identity of the Transferee, (iii) the consideration payable for such interests (the "Offer Price"), (iv) proposed transfer date, (v) any other material proposed terms and conditions of such Transfer.
- c. The Remaining Party if willing to buy the Offered Interests or a portion thereof shall notify the Transferring Party in writing (the "Purchase Notice") within 30 (thirty) Business Days from Transfer Notice date. In the event that the Remaining Party agrees to purchase the Offered Interest or any part thereof on the terms indicated in the Transfer Notice, to the Remaining Party, Transfer of the Offered Interests to the Remaining Party shall take place at the registered office of the LLP.
- d. If the Remaining Party does not wish to purchase the offered Interests or any party thereof, the Transferring Party may execute the Transfer in favour of the proposed Transferee, on terms no more favourable than those specified in the Transfer Notice and the Transferring party shall submit to the LLP a copy of the duly executed agreement between the Transferring party and the Transferee prior to such transfer. The Transferee shall in all circumstances be required to comply


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with the provisions of the LLP Agreement and Transferring Party and the Transferee prior to such transfer, shall have to satisfy the LLP to this effect. The transferee shall also be required to execute a Deed of Adherence. In such an event, the Remaining Party and the Transferee shall execute the necessary document as may be required for the purpose of re-constituting the LLP if so decided by the Remaining Party and LLP.

- e. If the Remaining Party communicates its agreement to buy the Offered Interests from the Transferring Party, the purchase of the Offered interests shall be completed by the Remaining Party within 45 (forty five) Business Days from its accepting the offer of the Transferring Party. At such closure, the Transferring Party shall deliver such encumbrance free title to the Offered Interest being sold and the Remaining Party shall pay the consideration for such transfer.
- f. In the event the Transferring Party is not able to execute the agreement for the Transfer of the offered Interest with the Transferee within 45 (forty five) Business Days of the date of the Transfer Notice, the right to Transferring party to so sell the Offered Interest shall lapse and any subsequent sale or disposal of the interests or any part thereof by the Transferring Party shall be only in accordance with the provision herein set out.

Article 28

REPRESENTATIONS AND WARRANTIES BY THE PARTNERS.

- 28.1 Each Partner, as a condition to becoming a Partner, shall, subject to the terms of the LLP Agreement, by executing the LLP Agreement or a Counterpart thereof or the Deed of Adherence or any other instrument making him/her/it a Partner, represent and warrant to the LLP and the other Partner that;
- a. the consummation of the transactions contemplated by the LLP Agreement to be performed by such Partner will not result in a breach or violation of, or a default under, any material agreement by which such Partner or any of such Partner's property is bound, or any statute regulation, order or other law to which such Partner is subject;
 - b. this Agreement is binding upon, and enforceable against, such Partner in accordance with its terms;
 - c. all transactions contemplated by this Agreement to be performed by it have been duly authorized by all necessary action, including that of its directors and/or shareholder(s), as the case may be, as required;
 - d. The consummation of such transactions shall not result in a breach or violation of, or a default under, its articles, any material agreement by which such Partner or any of such Partner's properties or any of its shareholders is or are bound, or any statute, regulation, order or other law to which such Partner or any of its shareholders is or are subject to.

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Article 29

EVENT OF DEFAULT AND CONSEQUENCES

29.1. Event of Default.

Each of the following shall constitute an event of default (the "Event of Default") by any Partner (the "Defaulting Party") for the purposes of the LLP Agreement, if it :

- a. Fails to remedy a material breach of the LLP Agreement, (if capable of remedy) within thirty (30) days of written notice given by the aggrieved Partner of such breach;
- b. Becomes bankrupt or fails to discharge a winding up petition within sixty (60) days or enters into liquidation (compulsory or voluntary);
- c. Appoints a provisional liquidator, administrator, receiver, administrative receiver or manager over its assets or any part of its assets or undertaking.
- d. Enters into any composition, reconstruction or arrangement with its creditors or any material arrangement, reconstruction or composition with any of them; or.
- e. Has an issue or levy of any execution or process of any court, or is placed under official management.

29.2. Consequence of Event of Default.

- a. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the option to either (i) terminate the LLP Agreement, or (ii) without termination, continue to exercise its rights under this Agreement, but without being liable to comply with any of its obligations hereunder, it being clarified that the Defaulting Party shall have no rights under the LLP Agreement but shall be liable to comply with its obligations hereunder. In the event of termination, the LLP Agreement shall cease to have effect upon receipt of written notice of termination thereof to the Defaulting Party or its authorized representative provided that such termination shall be without prejudice to any rights or obligations accrued to or in respect of the Non-defaulting rights or obligations accrued to or in respect of the Non-Defaulting Party prior to the date of termination.
- b. Upon the occurrence of an Event of Default, the Non-Defaulting Party shall have the right at any time at its sole discretion to require the Defaulting Party to sell all its Interest to the Non-Defaulting Party (or its nominee) at price which shall be 80% of the fair market value of the Interest by serving upto the Defaulting Party a notice specifying therein: (i) the total consideration payable by the Non-Defaulting Party to buy all the Interest of the Defaulting Party in the LLP; and (ii) the day on which such sale and purchase of the Interest shall occur, which day shall not be less than fifteen (15) Business Days from the date of the final determination of fair market value mutually agreed upon by the defaulting Party and the Non-Defaulting Party and if the Parties fail to agree to the same then the fair market value as may be determined by a professional valuer appointed by the Parties.

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- c. The fair market value shall be determined within 30 days from the date of the notice to purchase.
- d. The sale or purchase in terms of this Article shall be completed on the date (as specified in the notice) which day shall not be less than 15 (fifteen) Business Days from the date of the final determination of fair market value in accordance with Article 30.2(ii).
- e. The rights specified above in this Article 29.2 shall constitute an alternative remedy available to the Non-Defaulting Party exercisable at its sole discretion and shall be in addition to and not in derogation of, any other remedies, including a claim for damages or specific performance, that may be available to the Non-Defaulting Party in respect of an event set out the LLP Agreement.

29.3 Waiver or consent to breach

No consent or waiver, express or implied, by a Partner of any breach or default by other Partner in the course of performance by such other Partner of its obligations under the LLP 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.

Article 30

REMUNERATION TO PARTNERS

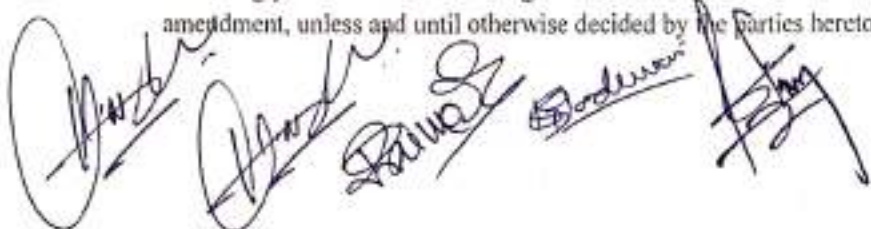
30.1 That the parties to the LLP Agreement actively engaged in conducting the affairs of the business of the LLP shall be treated as working partners for the purpose of the Income Tax Act, 1961 and shall be paid remuneration by way of salary, bonus, commission, or remuneration, by whatever name called, which shall not be more than the sum arrived at according to the method of computation as laid down in sub-clause (v) of clause (b) of section 40 of the Income Tax Act and as reproduced below:

(a) On the first Rs. 3,00,000 of Book Profit, or in case of loss: Rs 1,50,000 or at the rate of 90% of the Book Profit whichever is more.

(b) On the balance of the Book Profit: @60%

(i) Provided that the amount of remuneration so arrived at shall be paid to all the working partners in equal proportion.

(ii) Also provided that if there is any amendment in the above method of computation which is presently laid down in sub-clause (v) of clause (b) of section 40 of the Income Tax Act, the same shall also stand substituted accordingly in the LLP Agreement with effect from the date of such amendment, unless and until otherwise decided by the parties hereto.

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Article 31

WINDING UP AND DISSOLUTION

31.1. Voluntary winding up

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

31.2. Compulsory winding up

Notwithstanding anything contained in the LLP Agreement, the LLP shall be deemed to be terminated in the following cases;

- a. Number of Partners falls below two and the LLP continue to carry on its business with less than two Partners for a period of six months;
- b. Partner's non-economic rights (viz. right to take part in the management, etc) are transferred to a third party without the approval of the existing Partner.

31.3 The LLP shall have perpetual succession. So, death, retirement, or insolvency of any partner shall not dissolve the LLP.

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

31.5 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.

Article 32

DISPUTE RESOLUTION

In case of any dispute or differences among the Partners or between the Partners or between Partners and LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue. Where such dialogue fails, the matter shall be referred to a single arbitrator, if the Parties agree upon one, or if the Parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 and / or any statutory modification or re-enactment thereof for the time being in force. Such arbitral award(s) shall be binding on all parties to the dispute.

Article 33

COMMON SEAL

The LLP may have common seal as may be agreed upon by the Partners, to be affixed on documents as authorized by way of a decision taken at the meeting of the partners.

Article 34

ENTIRE AGREEMENT

Subject to the provisions of the LLP Agreement, the Agreement and the exhibits hereto constitute the entire Agreement between the Partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understanding 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.

Article 35

GOVERNING LAW AND JURISDICTION.

- 35.1. The LLP Agreement shall be governed by the laws of India which are in force and which may be enacted by the Government of India from time to time.
- 35.2. Subject to the Provisions mentioned hereinbefore, competent courts in Mumbai shall have exclusive jurisdiction to adjudicate over matters relation to or arising out of the present Agreement.

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
NANIK REALTIES LLP

Signatures:

Witness:

(a) Name: NITIN PRAHAD BURBUR

Address: BHAKTI - III 403, ANANT NAGAR
GORIWADA RING ROAD, NAGPUR.

Occ: SERVICE

Signature: [Signature]

[Signature]
Mahesh Nanikram Sadhwani
(Designated Partner)

(b) Name: Vilas D. Nichat

Address: 95, Ushwat - 10,
Gawande W/o Mr. Telecom
Nagpur, Nagpur - 22

Occ: Practising C.S.

Signature: [Signature]

[Signature]
Mahesh Nanikram Sadhwani
(Designated Partner)

(c) Name: Kamlesh D. Padole

Address: Netaji Market, Sitabuli,
Nagpur - 12

Occ: Private Service

Signature: [Signature]

[Signature]
Pranod Keshvrao Wairagade

(Designated Partner)

(d) Name: Surbhi K. Lende

Address: Nagzibai Town, Sitabuli,
Nagpur 440012

Occ: Service

Signature: [Signature]

[Signature]
Girish Nanikram Sadhwani
(Designated Partner)

(e) Name: Padmini D. Vikeet

Address: New York Road, K.M.P.T.C., (Partner)

Occ: Service

Signature: [Signature]

[Signature]
Prayeen Inder Balany

(f) Name: Gajay Bhagwati Prasad Tiwari For **NANIK VENTURES LLP**

Address: 510, Lodi Road, C.A. Road,
NAGPUR - 440015

Occ: Service

Signature: [Signature]

[Signature]
Laksh Mahesh Sadhwani

(Nominee)
(Designated Partner)

IN WITNESS WHEREOF the parties have put their respective hands and seals at the place and date hereinafter written.

For NARIN VENTURES LTD

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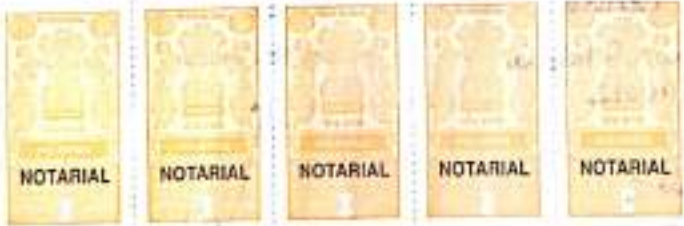
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For NARIN VENTURES LTD

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