LLP AGREEMENT
PRYCOONS PROPERTIES LLP

IN-GJ44471492012403V

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

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Certificate No.	:	**IN-GJ44471492012403V**
Certificate Issued Date	:	18-Sep-2023 08:11 PM
Account Reference	:	IMPACC (AC)/ gj13347311/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1334731113336658423661V
Purchased by	:	MAYUR GANGARAMBHAI PATEL
Description of Document	:	Article 44 Partnership
Description	:	FOR LLP AGREEMENT OF PRYCOONS PROPERTIES LLP
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MAYUR GANGARAMBHAI PATEL
Second Party	:	ROSHANIBEN MAYURBHAI PATEL
Stamp Duty Paid By	:	MAYUR GANGARAMBHAI PATEL
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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RD 0018371425

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Sr. No. 183 /2023

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NOTARY
GOVT. OF INDIA

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PRYCOONS PROPERTIES LLP

LLP AGREEMENT

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

THIS Agreement of LLP made at Ahmedabad this 19th day of September, 2023

BETWEEN

1. **MAYUR GANGARAMBHAI PATEL** s/o **GANGARAMBHAI KHODIDAS PATEL**, aged 45 years, residing at 9, UMA BUNGLOWS, R. C TECHNICAL COLLEGE ROAD, CHANKYAPURI , GHATLODIA, AHMEDABAD-380061, Gujarat, India, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the

FIRST PARTY, (DESIGNATED PARTNER CUM PARTNER)

AND

2. **ROSHANIBEN MAYURBHAI PATEL D/O JAYANTILAL AMBALAL PATEL,** aged 42 years, residing at 9, UMA BUNGLOWS, R. C TECHNICAL COLLEGE ROAD, CHANKYAPURI , GHATLODIA, AHMEDABAD-380061, Gujarat, India, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the

SECOND PARTY, (DESIGNATED PARTNER CUM PARTNER)

WHEREAS all the above parties are INDIAN Resident.

NOW BOTH the Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intends 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. DEFINITIONS

In this Agreement the following terms shall have the following meanings unless the context otherwise requires.

- "Agreement" means this Limited Liability Partnership Agreement, as originally executed and as amended, modified or supplemented from time to time.

- "Accounting Year" shall mean a period of twelve (12) months commencing on 1st April and ending on 31st March of the next calendar year.

- "Act" or "LLP Act" means the Limited Liability Partnership Act, 2008

- "Business" includes every trade, profession, service and occupation.

- "Change" means change in the constitution of the body of Partners or Designated Partners other than their admission or appointment.

- "Capital Contributions" means the contributions made by the Partners to the LLP pursuant to clauses hereof and, in the case of all the Partners, the aggregate of the all such capital contributions.

- "LLP" means M/s. **PRYCOONS PROPERTIES LLP(LLPIN: ACC-9634)**

- "Partner/ Designated Partner" means a Partner in the LLP, within the meaning of section 7 of the Act and until they cease to be Partner in accordance with the provisions of the Act or this Agreement. The names and addresses of the initial Partners are set forth on Schedule I hereto. Additional persons may be admitted as Partners on the terms and conditions expressly set forth herein.

- "Partner's / Designated Partner's Interest" means the ownership interest of a Partner in the LLP, including a Partner's right to share in LLP's items, income, gain, loss, deduction, credits and similar items, and the right to receive distributions from the LLP, as well as right to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

- "Registrar" means the Registrar of Limited Liability Partnerships defined under Section 2 of the Act.

2. NAME OF THE LLP

- A Limited Liability Partnership shall be carried on in the name and style of M/s **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** and hereinafter called as M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

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- The Partners may change the name of the LLP at any time with the mutual consent of all the Partners. Such change must be notified to the Registrar by the Designated Partners in accordance with the provisions of the Act.

3. INCORPORATION OF LLP

The incorporated LLP shall be duly organized, validly existing and is-in good standing under the laws of the jurisdiction of its incorporation, is qualified to do business and has all requisite powers and authority, corporate or otherwise including conducting the business of owning, leasing and operating its properties and execute, deliver and perform this agreement.

The Designated Partners shall complete and deliver such forms as may be required to the office of the Registrar with Limited Liability Partnerships and pay all required fees to incorporate the Limited Liability Partnership in accordance with the LLP Act. The certificate of registration of LLP shall be kept at the Registered Office.

4. OBJECT

1. To carry on the business of estate agents, assessors, appraisers, project managers, and monitors, of building construction works, property sales and business transfer agents, house and building society agents, insurance and mortgage brokers and agents, property managers, consultants and advisors, surveyors, general and commission agents, and to negotiate on behalf of clients for purchase, rent, take on lease, and on behalf of clients to acquire or grants mortgage, charge, let on lease, dispose of otherwise deal with any lands, houses, shops or other buildings or real or personal property of any tenure or any interest therein.
2. To act as auctioneers and conduct sales in respect of land, buildings, properties, real estate or to take on lease or otherwise own, hold, occupy, manage, control, let out, rent out, layout, transfer, mortgage, charge, assign, hire, sublease or to construct, repair, renovate, residential or office premises, shopping center, commercial places, complex, colonies, industrial estates, factories, farmhouses, hotels or motels.
3. To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

5. REGISTERED OFFICE

M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall have its registered office at 8, 4th FLOOR, ADVAIT, NEAR SANDESH PRESS, BODAKDEV, AHMEDABAD, GJ 380054 and/or at such other place or places, as shall be mutually agreed by the partners from time to time.

Upon any change of the registered office address of the LLP, it shall be the duty of the Designated Partners to notify it to the Registrar in the prescribed form.

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6. **PLACE OF BUSINESS**

The business of M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall be carried out at the premises referred to in this LLP Agreement or at any other place as may be mutually decided by the parties. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relating to the premises and any other premises acquired for the purposes of the business of LLP shall be borne by the LLP.

7. **CAPITAL CONTRIBUTION**

The Contribution of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall be Rs. 1,00,000/- (Rupees One Lakh only), which shall be contributed by the partners in the following proportions.

- First Party 50% i.e. Rs. 50,000/- (Rupees Fifty Thousand only)
- Second Party 50% i.e. Rs. 50,000/- (Rupees Fifty Thousand only)

The further Contribution if any, required by the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall be brought by the partners in their profit sharing ratio.

8. **DESIGNATED PARTNERS:**

8.1 The LLP may have one or more Designated Partners. First Designated Partner of the LLP as named in the Incorporation Document is Mr. **MAYURKUMAR GANGARAMBHAI PATEL (DPIN: 01925798) and** Second Designated Partner of the LLP is **ROSHANIBEN MAYURBHAI PATEL (DPIN: 01926747).**

8.2 The said Designated Partners have given their consents to act as Designated Partner of the LLP.

9. **ADDITIONAL FUNDS**

The Partners shall bring additional funds by way of or mutually agreed terms wherever it is required as per the requirements of the business. The Partner may provide additional loan funds over and above the committed capital contribution for the purposes of the business of the LLP.

10. **WITHDRAWAL OR REDUCTION OF CAPITAL CONTRIBUTIONS**

Except, as expressly provided in this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of its capital contribution.

A Partner, irrespective of the nature of its capital contribution, shall only have the right to demand and receive cash in return for its capital contribution and profits of the LLP, unless the Partners shall have unanimously agreed that such Partner may receive a distribution in kind.

11. **COMMON SEAL**

The M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.

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12. **PROPERTY**

That the immovable properties purchased by the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634) shall** be clear, marketable and free from all encumbrances.

13. **BANK ACCOUNT**

The funds of LLP shall be deposited in name of M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** in such current account or accounts opened by the designated partner for day-to-day transaction. All transactions of the LLP are to be done in such a manner as mutually decided by all Partners from time to time.

14. **BORROWINGS**

14.1 For the purpose of the business of the LLP, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, 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.

14.2 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. A partner may lend money to and transact other business with the Limited Liability Partnership in respect thereof and shall have has the same rights and obligations with respect to the loan or other transactions as a person who is not a partner.

15. **INTEREST ON CAPITAL OR LOAN**

Interest @12% p.a. simple interest or such other lower/higher rate as may be prescribed u/s. 40(b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be force for the Income Tax Assessment of the Limited Liability Partnership Firm for the relevant accounting period shall be credited on the capital contribution or loan given by each of the parties. Parties shall be at liberty to increase or reduce the above rate of interest from time to time. The Partners may agree by mutual consent to waive or reduce the rate of interest payable to them in respect of their capital and Loan Accounts in the case of losses or of reduced profits or of difficult financial position of the business of the LLP or of the expansion or other urgent needs of the business of the LLP.

16. **ACCOUNTING YEAR & MAINTENANCE OF ACCOUNTS**

The accounting year of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** 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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** till 31st March of the subsequent year.

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The usual accounts and other books shall be maintained at the registered office of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** and they shall be kept properly posted up-to-date and shall not be removed from the registered office without the consent of all the Partners.

The accounts of the LLP shall be approved by all the Partners of LLP which shall then be binding on all the Partners and a copy there of shall be distributed to each of Partners.

Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP on accrual basis every year and according to the double entry system of accounting.

17. PROFIT / LOSS SHARING

The net profit of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** arrived at after providing for payment of remuneration to the working partners and other miscellaneous expenses, depreciation, taxes and interest to partners on the loan given by them shall be divided in the following proportions:

To the said First Designated Partner	50.00%
To the said Second Designated Partner	50.00%
	100.00%

The losses of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said First Designated Partner	50.00%
To the said Second Designated Partner	50.00%
	100.00%

18. DRAWINGS BY PARTNERS

Each Partner shall be entitled to withdraw out of the Partnership funds as drawings such amount towards their share of profit or from the credit balance of his income account as may be decided by the partners mutually in writing from time to time.

19. REMUNERATION

The remuneration to the Designated Partners shall be such as may be unanimously decided by the partners.

20. INTELLECTUAL PROPERTY:

20.1 All brand names, logos, trademarks, etc. whether registered or not, belonging to or used by the LLP for any project undertaken by the LLP shall belong solely exclusively absolutely to the LLP, viz. Name of LLP alone.

20.2 All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights of whatever kind shall be the property of the LLP and no Partner shall be entitled to hold himself out as entitled to or otherwise use for himself such property otherwise then as a client or customer.

21. ADMISSION OF NEW DESIGNATED PARTNER

The new partner shall not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior written consent to act as Partner of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

The new partner may bring tangible, intangible, movable or immovable property in the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** as its contribution.

The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

22. POWERS OF THE DESIGNATED PARTNER

Unless otherwise agreed, all specific decisions will be made on a majority basis by Partners However; following decision shall be unanimously approved by all the Partners:

(a) Change in the nature of the business;

(b) Admission of new Partner

(c) Amendment to any of the clauses of this LLP Agreement

(d) Change in the capital structure of the LLP

(e) Change in the profit sharing ratio

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23. RIGHTS OF DESIGNATED PARTNERS

All the partners hereto shall have the rights, title and interest in all the assets and properties in the said M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** in the proportion of their Contribution.

Every partner 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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall have no objection thereto only if the said partner has given written intimation of the said fact to the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** and to other partners before starting of the independent business and also confirmed that, he/ she shall not use the name of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** to carry on the said business.

If any partner shall advance any sum of money to M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** over and above his due contribution to capital, the same shall be considered a debt due from the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** to the partner and shall carry interest rate decided by the partners unanimously.

24. DUTIES OF DESIGNATED PARTNERS

a. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.

b. Each partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any partner or his legal representatives.

c. Every partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** of any transaction concerning the Limited Liability Partnership, or for any use by him of the property, name or any business connection of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

d. The partner shall indemnify the Limited Liability Partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the Limited Liability Partnership.

e. In case any of the Partners of the M/s **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** desires to transfer or assign his interest or shares in the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**, he can transfer the same with the consent of all the Partners.

f. No Partner shall without the written consent of other Partners: -

- Engage or except for gross misconduct, dismiss any employee of the partnership

- Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

- Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.

- Assign, mortgage or charge his or her share in the partnership or any asset or property thereof or make any other person a partner therein.

- Engage directly or indirectly in any business competing with that of the Limited Liability Partnership.

- Lend money or give credit on behalf of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** 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 M/s.

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PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634) by the partner incurring the same.

- Compromise or compound or (except upon payment in full) release or discharge any debt due to the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** except upon the written consent given by the other partner.

Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the Limited Liability Partnership property may be endangered.

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25. ROLE & RESPONSIBILITY OF DESIGNATED PARTNER

The Authorized representative of First Party, Second Party, Third Party and Fourth Party shall act as the Designated Partner of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** in terms of the requirement of the Limited Liability Partnership Act, 2008 only when consent / Authority letter of the same given in writing by the Designated Partner to act on behalf of him.

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

Token remuneration will be given to all the Designated Partners for rendering of their services as per the mutual understanding with all the designated Partners from time to time.

M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** 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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Each partner shall--

I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** assets against the same and all proceedings, costs, claims and demands in respect thereof.

II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** business and they all shall be the working partners.

26. INSPECTION OF LLP RECORDS, ANNUAL AND OTHER REPORTS

Records to be kept

The following records of M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall be kept at its registered office:

1. A current list of the full name and last known residential address and/or mailing address of each Partner / Designated Partner in alphabetical order.

2. Copy of the LLP agreement and all amendments hereto.

3. Copy of the income-tax returns and reports of the LLP, if any, of the last three years; and

4. Copies of any financial statements of the LLP of the last three years.

Inspection of LLP Records

The books and records of the LLP and the details of the designated Partners shall be kept open for inspection at the registered office of LLP during the business hours on all working days except Saturday and Sunday. Such inspection by a Partner may be made in person of by agent or attorney and this right of inspection includes the right to copy and make extracts.

Annual Filing

M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall prepare and file with the Registrar a Statement of Account and Solvency, within a period of six months from the end of each financial year and an Annual Return with the Registrar within sixty days of closure of its financial year.

27. PERPETUAL SUCCESSION

M/s. **PRYCOONS PROPERTIES LLP** shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

28. RETIREMENT AND DEATH OF DESIGNATED PARTNER

On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall come to an end.

Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** 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.

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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)**.

29. EXPULSION OF PARTNER AND TERMINATION OF PARTNERSHIP

If any Partner assigns, change or encumber his share in the LLP without the consent of other Partners or shall become bankrupt or a lunatic or otherwise permanently incapable of attending to the Partnership business or commit any breach of any of the provisions of this agreement or commits any criminal offence or does or suffer any act which would be a ground for the dissolution of the Partnership by the court/Tribunal. In any such case, it shall be lawful for the other Partners by notice in writing to the offending or incapacitated Partner or his trustee or official assignee to expel such Partner.

30. VOLUNTARY WITHDRAWAL OF A PARTNER

Every Partner covenants and agrees that he/ she will not withdraw or resign from the LLP without the prior consent of the other Partners (such consent not to be unreasonably withheld or delayed). Written notice shall be deemed to be received as of the first meeting of the LLP at which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

On voluntary withdrawal a part or all of the value of his capital account in the LLP and the LLP shall continue as a taxable entity. That LLP shall pay the Partner who is withdrawing a portion or all of the value of his capital account in the LLP in accordance with the article herein. Upon the withdrawal of a Partner from the LLP for any reason, such Partner shall cease to have any further right or interest in LLP.

31. CESSATION OF DESIGNATED PARTNER

Partner may cease to be partner of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** by giving a notice in writing of not less than 15 days (More than 30 days) to the other partners of his intention to resign as partner.

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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** with fraudulent purpose.

The M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

32. MEETING

The meeting of designated partners may be called by giving 7 (Seven) days notice. In case if any urgent meeting is called the notice requirement is to be rectified by all the Partners.

Notice of the time and place of meetings shall be delivered by the designated Partner of the LLP either personally or by telephone to each Partner, or sent by first-class mail or by electronic mail or facsimile transmission addressed to him or her at his or her address as it appears upon the records of the LLP. Notice to call the meeting send by e-mail shall be valid only when confirmation/

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acknowledgement of the same received from the other partners of receipt of the same.

With the written consent of all the Partners, a meeting of the Partners may be conducted through teleconferencing or video conferencing.

The matter discussed in the meeting of M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** shall be decided by a resolution passed by partners' majority in number and for this purpose, each partner shall have one vote.

The books of accounts of the firm shall be kept at the registered office of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** for the reference of all the partners.

Every Limited Liability Partnership shall ensure that decisions taken by it are recorded in the minutes book within 30 (Thirty) days of taking such decisions and are kept and maintained at the registered office of the M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634).**

33. VOTING RIGHTS

Except as may otherwise be provided by this LLP agreement of the Act, the affirmative vote of a majority in interest on a matter shall constitute the act of the Partners.

The Partners shall have the right to vote and act on the matters and affairs of the LLP as are expressly provided for herein or are required by the Act to be voted upon by the Partners.

34. FUNDS/EXPENSES OF LLP

(a) All outgoings and expenses of the Partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, and then out of capital contribution.

(b) All moneys, bills notes, cheques and other instruments received by the LLP in the name of LLP shall as and when received be paid and deposited in the bank to credit the account of the LLP, except such as are immediately required to meet the current expenses of the LLP.

(c) All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold in the name of the LLP.

(d) All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.

35. EXTENT OF LIABILITY OF LLP

M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** 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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634)** 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 M/s. **PRYCOONS PROPERTIES LLP (LLPIN: ACC-9634).**

36. NOTICE

All notices and other communications in respect of this Agreement shall be given in English or Gujarati by email, registered airmail, or fax to the parties entitled thereto at their business addresses set forth below or such other addresses as they shall hereafter designate for this purpose:

M/s. PRYCOONS PROPERTIES LLP: 8, 4th FLOOR, ADVAIT,
NEAR SANDESH PRESS,
BODAKDEV, AHMEDABAD-380054
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37. CONFIDENTIALITY

Disclosure of a Partner's confidential information to any of the officers, employees, consultants or third party shall be made only if and to extent necessary to carry out rights and responsibilities under this LLP Agreement and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by this Agreement.

Each Partner shall use at least the same standard of care, but no less than a reasonable standard of care for this industry, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any unauthorized use of confidential Information of another Partner.

OF INDIA

Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

Within 60 days following termination or expiration of this Agreement each Partner will return to the other Partner or to the LLP or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner / LLP pursuant to this Agreement including all copies and extracts of documents.

Any employees who shall have access to confidential information of another Partner are bound by agreements to maintain such information in confidentiality and not to use such information except as expressly permitted herein.

Each Partner agrees to enforce confidentiality obligations by which its employers and consultants are bound.

38. INDEMNITY

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.

39. DISSOLUTION

Upon a decision to dissolve the LLP by a written consent of the Partners holding at least (51%) of total percentage interests of the LLP; the LLP shall be liquidated.

Legislative Dissolution

Not withstanding anything contained in this LLP Agreement, LLP shall be deemed to be automatically dissolved on the happening of any of the following events: -

(a) Number of Partners falling below two;

(b) Partner's non-economic right is transferred to a third party without the approval of the existing Partners.

40. LIQUIDATION

Upon the occurrence of an event of dissolution as defined in the LLP Act and also in the dissolution clause of the Agreement the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations and shall wind up its affairs and liquidate its assets. The Partner or designated Partner with the consent of all the Partners shall appoint a liquidator (who may but no need to be a Partner) shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up and liquidation of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be file a statement of intent to dissolve as required by the LLP Act, 2008 and / or Rules thereof.

During the course of liquidation, the Partners shall continue to share profits and losses of LLP but there shall be no cash distributions to the Partners until the distribution date as defined in Article herein under.

Liquidation shall continue until the LLP's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided to under this LLP Agreement. The assumption or guarantee in good faith by one or more financially responsible persons shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidator has determined that there can be a final accounting, the liquidator shall establish a date (not to be later than the end of assessment year of the liquidation, i.e., the time at which the LLP ceases to be a going concern, or if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "distribution Date"). The net proceeds after liquidation of the LLP shall be distributed to the Partners as provided under the article hereof not later than the Distribution Date.

Subject to provisions of the LLP Act and the relevant rules, upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied in the following manner:-

First to pay all expenses of liquidation and winding up;

Second to pay all debts, obligations and liabilities of the LLP in the order of priority as provided by law other than debts due to the Partners or on account of Partners' contributions;

Third, to pay all debts of the LLP owing to a Partner; and

To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time then such remaining funds shall be distributed by the LLP to the Partners pursuant to article herein under.

Subject to the provisions of the LLP Act, 2008 upon final liquidation of the LLP but not later than the date of distribution, the net proceeds of liquidation remaining following the settling of accounts in accordance with Article hereof shall be distributed to the Partners in proportion of their respective percentage interests.

41. REMEDIES

If a Partner fails to perform its obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder such rights and remedies as are provided at law or in equity.

NOTARY
HEMA A. JOSHI
AHMEDABAD DIST
GUJARAT STATE
REGD. NO.
5755/08
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42. NO WAIVER

No consent or waiver, express or implied, by a Partner to or of any breach or default by another Partner in the performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner. Failure by a Partner to intimate 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.

43. AMENDMENTS

Subject to any contrary provision of the Act this LLP Agreement may be amended only by the affirmative vote of all the Partners. Any such amendment shall been writing, duly executed by all the Partners.

44. REPEAL OR MODIFICATION

Any repeal or modification of the LLP Agreement by the Partners of the LLP shall not adversely affect any rights of a Partner, designated Partner or officer of the LLP existing hereunder at the time of such repeal or modification

45. ENTIRE AGREEMENT

This Agreement and the exhibits and schedules here to and any side letter agreements entered into by the Partners as on the date of this Agreement relating to potential termination of this Agreement constitute the entire agreement between the Partners with respect to the subject matter hereof, and supersede between the Partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understandings 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 subject matter hereof except as specifically set forth herein.

Noting in this Agreement express or implied is intended to confer upon any party, other than the parties hereto, and their respective successors permits, assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither Partner can assign this Agreement or the rights and obligations there under to another party without the mutual consent of all the Partners.

46. ENFORCEABILITY OF AGREEMENT

The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions and do not and will not violate any provisions of any law, rule, regulation, order writ, judgment, injunction decree, determination or award presently in effect having applicability to it or any provisions of this LLP Agreement. This Agreement is a legal, valid and binding obligation, which is enforceable in accordance with its terms and conditions.

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AHMEDABAD DIST
GUJARAT STATE
REGD. NO.
5755/08
GOVERNMENT OF INDIA

47. ARBITRATION

All disputes and differences whatsoever which shall arise between the Partners or between the Partners and the personal representatives of the deceased Partner relating to any matter or between Partner and LLP whatsoever relating to the affairs of the LLP or the interpretation of any of the provisions of this LLP Agreement shall be referred to a single arbitrator, if the parties agree upon one, otherwise to a panel of three arbitrators, one to be appointed by each party and second to be appointed by the other two arbitrators mutually agreed and appoint the third arbitrator ; the third arbitrator appointed by the Partners in accordance with and subject to the provisions of the Arbitration and Conciliation Act,1996 or any statutory modification or re-enactment there of for the time being in force.

The Partners agree that the decision of arbitrator shall be the sole, exclusive and binding remedy between them regarding any or all disputes, controversies, claims and counter-claims presented to the arbitrators. If a decision is not complied with by a Partner, then any award or decision may be entered in a court of competent- jurisdiction for a judicial recognition of the decision and an order of enforcement.

48. LIMITED LIABILITY PARTNERSHIP ACT PREVAILS

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Act shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency between such laws, the provisions of the Act shall prevail.

49. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of India.

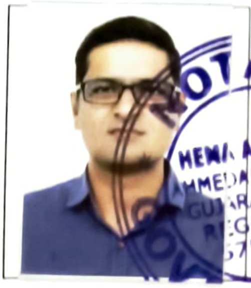
50. COUNTERPARTS

This Agreement is being executed in three original counterparts and all three will be treated as original copy.

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
M/s. PRYCOONS PROPERTIES LLP
LLPIN: ACC-9634



MAYURKUMAR GANGARAMBHAI PATEL
(Partner & Designated Partner)

ROSHANIBEN MAYURBHAI PATEL
(Partner & Designated Partner)

Witness:

a) Name: Shraddha D. Jani

Address: B-9, New Giridhar park, Ambavadi. Ahmedabad

Signature: Shraddha jani

b) Name: Hirenkumar C. Patel

Address: D-304, Devkrupa Residency-1, Opp. Amantran Bunglows, Nikol, A'bad.

Signature: Hiren C Patel.

19 SEP 2023

SOLEMNLY AFFIRMED BEFORE ME

HEMA A. JOSHI
NOTARY
GOVT. OF INDIA

भारत सरकार

आधार

ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 0000/00724/21781

To
પટેલ મયુરકુમાર
PATEL MAYURKUMAR
S/O Gangarambhai
9
Uma Bunglows
Ghatlodia
R C Technical Road
Ahmedabad City
Ghatlodia
Ahmedabad Gujarat - 380061
9825015175

Download Date: 09/03/2021

Issue Date: 04/03/2021

Signature Not Verified

તમારો આધાર નંબર / Your Aadhaar No. :

8753 9998 1463

VID : 9171 4260 4034 1359

મારો આધાર, મારી ઓળખ

Government of India

AADHAAR

નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિં
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ / ઓફલાઈન XML / ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આ ઈલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

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- આધાર સમગ્ર દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- તમારા મોબાઈલ નંબર અને ઈમેઇલ આઈડીને આધારમાં અપડેટ કરો.
- તમારા સ્માર્ટ ફોનમા આધાર રાખો – એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

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ભારત સરકાર
Government of India

Download Date: 09/03/2021

પટેલ મયુરકુમાર
PATEL MAYURKUMAR
જન્મ તારીખ/DOB: 24/03/1978
પુરુષ/ MALE

Issue Date: 04/03/2021

8753 9998 1463

VID : 9171 4260 4034 1359

મારો આધાર, મારી ઓળખ

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું :
S/O: ગંગારામભાઈ, 9, ઉમા બંગલોઝ, આર સી ટેકનિકલ રોડ, ઘાટલોડીયા, અમદાવાદ શહેર, અમદાવાદ,
ગુજરાત - 380061

Address:
S/O: Gangarambhai, 9, Uma Bunglows, R C Technical Road, Ghatlodia, Ahmedabad City, Ahmedabad,
Gujarat - 380061

8753 9998 1463

VID : 9171 4260 4034 1359

1947 | help@uidai.gov.in | www.uidai.gov.in

NOTARY
HEMA A. JOSHI
AHMEDABAD DIST.
GUJARAT STATE
REGD. NO.
5755/08
GOVERNMENT OF INDIA

भारत सरकार

आधार

ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 0124/11450/12632

To
પટેલ રોશની મયુર
Patel Roshni Mayur
9 Uma Bungalows
Chanakyapuri Road
Chanlodia
Nr Rc Technical
Chandlodiya (Ahmedabad City)
Ahmedabad Gujarat - 382481
75[illegible]65175

Signature Not Verified

તમારો આધાર નંબર / Your Aadhaar No. :

2106 9651 2248
VID : 9172 0197 4840 0671

મારો આધાર, મારી ઓળખ

ભારત સરકાર
Government of India

આધાર

Issue Date: 19/01/2012

પટેલ રોશની મયુર
Patel Roshni Mayur
જન્મ તારીખ/DOB: 24/03/1981
સ્ત્રી/ FEMALE

2106 9651 2248
VID : 9172 0197 4840 0671

મારો આધાર, મારી ઓળખ

Government of India

AADHAAR

નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે નાગરીકતાનું નહિ
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ / ઑફલાઈન XML / ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો
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Unique Identification Authority of India

આધાર

Download Date: 20/01/2022

સરનામું :
9 ઉમા બંગ્લોઝ, ચાણક્યપુરી રોડ, ચાંદલોડિયા, નિયર આર સી ટેક્નિકલ, ચાંદલોડિયા (અમદાવાદ શહેર), અમદાવાદ, ગુજરાત - 382481

Address:
9 Uma Bungalows, Chanakyapuri Road, Chanlodia, Nr Rc Technical, Chandlodiya (Ahmedabad City), Ahmedabad, Gujarat - 382481

2106 9651 2248
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