



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at *BBS*
Kolkata this 1st day of July, Two Thousand and Twenty-Two (2022)



BBS
APRICOT BUILDERS LLP

BBS
Designated Partner

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APRICOT BUILDERS LLP

BBS
Designated Partner

63543

- 4 FEB 2022

NO..... DATE.....
 SOLD TO *Binao Kumar Sharma*
 OF *63/1A, Sweet Bore Rd.*
 RS. *500*
 JAYDEEP CHATTERJEE
 16, INDIA EXCHANGE PLACE, KOL-1
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 - 4 FEB 2022



APRICOT BUILDERS LLP
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 Designated Partner

APRICOT BUILDERS LLP
Binao Kumar Sharma
 Designated Partner

BETWEEN

- (1) **Shri BINOD KUMAR SHARMA**, son of Late (Shri) Bisheswar Lal Sharma, a Hindu Businessperson, residing at No. 63/1A, Sarat Bose Road, Kolkata – 700 025 (having I.T. PAN: AVGPS 1206B), hereinafter called the Party of the **FIRST PART** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his legal heirs, executors, administrators, legal representatives and permitted assigns); **AND**
- (2) **Ms. KHUSHBOO SHAH**, wife of Shri Apurva Shah, a Hindu Businessperson, residing at No. 20/1 Richie Road, P.O. Ballygunge, Kolkata – 700 019 (having I.T. PAN: ARDPB 8525D), hereinafter called the Party of the **SECOND PART** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her legal heirs, executors, administrators, legal representatives and permitted assigns);

WHEREAS the Party hereto of **FIRST Part** and **SECOND Part** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

AND WHEREAS the Party hereto of **FIRST Part** and **SECOND Part** have agreed to form a **Limited Liability Partnership** under the provisions of **Limited Liability Partnership Act, 2008** in the name and style of "**APRICOT BUILDERS LLP**" (hereinafter referred to as the "said **LLP**") to carry on the lawful business of **Real Estate Development and Promotion** and with a view to make profit on the mutually agreed terms and conditions hereinafter recorded in writing being these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **PRELIMINARY:** Save to the extent modified by these presents, the Regulations contained in the First Schedule to the **Limited Liability Partnership Act, 2008** shall apply to the said **LLP**.
2. **DEFINITIONS:** In this Agreement unless the context otherwise requires: -
 - (a) "**ACT**" or "**LLP ACT**" means the **Limited Liability Partnership Act, 2008** and Rules framed thereunder.




APRICOT BUILDERS LLP

Designated Partner


APRICOT BUILDERS LLP

Designated Partner

(b) "AFFILIATE" means:

- (i) with respect to any Party other than a natural person, any other Person who holds or in which such Party holds 75% or more of the paid-up share capital, directly or indirectly, or is controlling, controlled by or under common control with such Party;
- (ii) in the case of any Party that is a natural person, any other Person who is a Relative of such Party.

For the purposes of this definition, the term "control" (including with correlative meaning, the terms "controlled by" and "under common control" with) as applied to any Party:

- (I) means the (i) ownership or possession, directly or indirectly, of 75% or more of the voting power of an Enterprise, or (ii) control of the composition of the Board of Directors in the case of a Company or of the composition of the corresponding Governing Body in case of any other Enterprise, or (iii) substantial interest in voting power and the power to direct, by statute or agreement, the financial and/or operating policies of the Person; and
- (II) shall include the ownership or possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person whether through ownership of voting securities or otherwise.

(c) "BUSINESS" as defined in Article 5 of this Agreement.

(d) "DESIGNATED PARTNER" means any Partner designated as such pursuant to Section 7 of the Act and as mentioned and described in Article 8 of this Agreement.

(e) "LLP" means the Limited Liability Partnership formed in terms of this LLP Agreement and named as "APRICOT BUILDERS LLP".

(f) "LLP AGREEMENT" means this Agreement or any supplement thereof determining the mutual rights, duties and obligations of the Partners in relation to each other and in relation to LLP.



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Designated Partner

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Designated Partner

(g) "**PARTNER**" means any person who becomes a partner in the LLP in accordance with this LLP Agreement or any supplement thereof.

(h) "**RELATIVE**" in relation to a Party hereto shall mean and include such individual person and/or persons as defined under section 2(77) of the Companies Act, 2013.

(i) "**TRANSFER**" means any transfer, sale, assignment, gift, donation or other disposition by any of the Partner of his/her/its share in LLP (either in part or in full) or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such share in LLP or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value; and also includes lien, pledge, mortgage, and all other type of encumbrances in or extending or attaching to such share in LLP or any interest therein.

3. **NAME & STYLE:** The LLP business under this Limited Liability Partnership Agreement shall be carried on in the name and style of "**APRICOT BUILDERS LLP**".

4. **REGISTERED OFFICE:** The Registered Office of the LLP shall be in the state of West Bengal and presently be situated at premises no. "Chandrashankar - II", 27A Rowland Road, Ground Floor, Kolkata - 700 020. The Registered Office of the LLP may be shifted to such other place/state as may be decided in the meeting of the LLP's Partners from time to time. The LLP may open and close Branch or Branches at any place or places as may be decided in the meeting of the LLP's Partners from time to time.

5. **BUSINESS:** The business of LLP shall be mainly dealing in immovable properties and in particular development and promotion of Real Estate, Construction, Reconstruction, Selling, Marketing, Leasing, Renting, Hiring, Repairing/Maintenance of Residential and/or Commercial and/or Mercantile Building(s)/Complex(s), and other incidental/ancillary line of activities related and/or connected with the said main Business. LLP shall be at liberty to commence any other business or businesses of any kind as may be decided in the meeting of the LLP's Partners from time to time.



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Designated Partner

6. **DURATION:** Subject to the provisions of LLP Act and Rules framed thereunder, LLP shall continue to operate until and unless otherwise agreed and decided in the meeting of the LLP's Partners.
7. **PARTNERS:** The Partners of the LLP shall be the Parties to this Agreement or any person who becomes a partner of the LLP in accordance with this LLP Agreement. The parties hereto of the FIRST Part and SECOND Part shall be the initial Partners of the LLP.
8. **DESIGNATED PARTNERS:**
- (a) The Business of the LLP shall be conducted and managed by the Designated Partners and their decision shall be final and conclusive on the LLP in respect of all matters relating to the management and conduct of the day-to-day business of the LLP. Nevertheless, the other Partners shall also be fully aware of and responsible for the day-to-day affairs of the LLP and they cannot feign ignorance or seek immunity from any of the actions of the Designated Partners provided the Designated Partners have been held guilty of suppression, gross negligence or willful misconduct.
 - (b) There shall always be minimum of 2 (two) Designated Partners of the LLP.
 - (c) The following persons shall be the initial Designated Partners of the LLP:
 - i. Shri BINOD KUMAR SHARMA, DPIN: 00319917.
 - ii. Ms. KHUSHBOO SHAH, DPIN: 07174659.
9. **PROFIT/LOSS SHARING RATIO:** The net Profits/Losses of LLP, shall be divided/borne, as the case may be, by the Partners in their following ownership share in LLP:

(i) Shri Binod Kumar Sharma	50% (Fifty percent)
(ii) Ms. Khushboo Shah	50% (Fifty percent)
TOTAL:	100%

10. **CAPITAL/CONTRIBUTION:**

- (a) The initial Capital of the LLP shall be INR 10,00,000/- (Rupees Ten Lac) only which shall be contributed by the Parties hereto in the following proportions:



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APRICOT BUILDERS LLP

[Signature]
Designated Partner

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APRICOT BUILDERS LLP

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Designated Partner

- i. Shri Binod Kumar Sharma : INR 5,00,000/= (Rupees Five Lac) only
- ii. Ms. Khushboo Shah : INR 5,00,000/= (Rupees Five Lac) only

- (b) A separate Capital account shall be maintained for each Partner. No Partner shall withdraw any part of his Capital account while he/she/it is a Partner.
- (c) The contribution of the Partners shall include tangible, intangible, moveable or immoveable properties.
- (d) Further funds required by the LLP to run its business shall be arranged as may be decided in the meeting of the LLP's Partners from time to time including arranging Inter-Corporate Deposit(s) and/or Debt/Loans from Bank(s)/Financial Institutions(s) with or without security of the LLP's Assets/Properties.

11. **INTEREST PAYABLE TO PARTNERS:** All Contributions made by the Partners in LLP as Capital and/or Loan/Advance shall be Interest-bearing, and the lending Partner shall be entitled to receive interest at the rate of 12% (twelve percent) per annum (compounded annually). Similarly, Partners' Current A/c. (either be in credit or debit) shall also carry interest at the rate of 12% (twelve percent) per annum (compounded annually), payable/receivable (as the case may be) by the borrowing Partner to/from the LLP. Rates of Interest mentioned in this clause may be varied as decided in the meeting of the LLP's Partners from time to time.

12. **DRAWINGS:** Partners may draw sum(s) from their respective Current A/c. in the manner as decided in the meeting of the LLP's Partners from time to time.

13. **ANNUAL ACCOUNTS & AUDIT:**

- (a) The accounting year of the LLP shall be from 01st April of the year to 31st March of the subsequent year. The first accounting year shall be from the date of incorporation of this LLP till 31st March of the subsequent year or as per the generally accepted Accounting Principles in India.
- (b) The LLP shall maintain proper Books of Accounts relating to its affairs for each Financial year of its existence on mercantile basis and according to double entry system of accounting and shall maintain the same at its Registered Office.



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APRICOT BUILDERS LLP

B. J. Shah

Designated Partner

Binod Kumar Sharma

APRICOT BUILDERS LLP

Binod Kumar Sharma

Designated Partner

(c) The LLP shall within a period of 6 (six) months from the end of each Financial year or such time as may be prescribed under the Act and the connected Rules, prepare following Annual Statements for the said Financial year in accordance with the generally accepted accounting principles and the same shall be signed by at least two Designated Partners:

- i. Statement of Accounts and Solvency;
- ii. Statement of Assets & Liabilities (as at the closing of the said Financial Year);
&
- iii. Statement of Income & Expenditure A/c.

(d) The Annual Accounts of the LLP must be audited by a qualified Chartered Accountant (in-practice) appointed in the meeting of the LLP's Partners from time to time, in accordance with the relevant provisions of the Act and connected Rules.

14. APPROPRIATION OF THE ANNUAL PROFITS/LOSSES: The audited net profit/loss (after making provisions for Income Tax and all other applicable statutory obligations) from the annual operations of the LLP shall be credited/debited to the respective Current accounts of the Partners in their profit/loss sharing ratio.

15. BANKERS:

(a) The Bankers of the LLP shall be any Scheduled Bank and/or such other Bank(s) as may be decided in the meeting of the LLP's Partners from time to time.

(b) All the Partners of the LLP shall be entitled to be on the list of Authorized Signatories to the LLP's Bank Accounts. However, mode of operations of the Bank Accounts shall be "Jointly" by any 2(two) Partners.

16. INTELLECTUAL PROPERTY: 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 alone. However, this shall not apply to the usage or reference of the brand names, logos, trademarks, etc. owned by the Parties in their personal or any capacity other than being the Partners of the LLP, if used in the promotional materials of the LLP and/or its Project(s).



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17. TRANSFER OF PARTNERS' SHARE:

A. RESTRICTIONS ON TRANSFER

Each party covenants and agrees with the other that he/she/it shall not Transfer any of his/her/its Share in LLP or voting interests therein held by him/her/it to any Person or create any Encumbrance over the same, except as expressly required or permitted under this Agreement. It is clarified that no Partners shall Transfer any voting rights without Transfer of the underlying Share in LLP;

B. RIGHT OF FIRST OFFER

Any Partner (the "Offeror") of the LLP willing to transfer any portion or all of his/her/its Share in the LLP ("Offer Share") shall first notify his/her/its intention to all other Partners ("Remaining Partners") in a validly convened meeting since the other Partners shall always have a right of first offer over the Offer Share save as mentioned in Clause 17.C hereinafter. The Remaining Partners may decide to purchase the Offer Share (either in part or in full) in such proportion(s) as may be mutually agreed upon between them. However, in case Remaining Partners decide not to purchase the Offer Share (either in part or in full); the Offeror shall be than at liberty to transfer his/her/its such portion of Share in the LLP which the Remaining Partners have declined to acquire, to any third Party within a period of 30 (thirty) days of the date of such meeting.

C. TRANSFER TO AFFILIATE(S) / RELATIVE(S)

Notwithstanding anything contrary said hereinabove, any Party hereto shall be at liberty to transfer such portion(s) of his/her/its Share in LLP to any of his/her/its Affiliate(s) and/or Relative(s), as the case may be. Such transfer of Share to Affiliate(s)/Relative(s) shall not be subjected to the Parties' Right of First Offer as described herein above.

18. ADMISSION OF NEW PARTNER:

- (a) Any person or persons so desiring may be admitted as new Partner(s) into the LLP for such share(s) as may be agreed upon in the meeting of the LLP's Partners from time to time.



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Designated Partner

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Designated Partner

- (b) The new Partner(s) shall be bound by all the terms and conditions of this LLP Agreement, save to the extent varied at the option of the Partners in their meeting.
- (c) Upon admission, the new Partner(s) shall be required to bring Contributions for his/her/its share as stipulated in the meeting of the LLP's Partners from time to time.

19. RETIREMENT OF PARTNER:

- (a) In case any of the Partners desire to retire from the said LLP thus resulting in transfer of his/her/its Share in LLP or any interest therein, he/she/it may do so subject to and in manner prescribed herein;
- (b) On retirement of a Partner, he/she/it shall be entitled to all such amounts standing to his/her/its credit with the LLP on any account as may be reflected in the Books of Accounts of LLP. Similarly, in case there is or there are receivables in the LLP's Books of Accounts in the name of the retiring Partner, he/she/it shall be liable to clear-off the same in full on or before the retirement;
- (c) The LLP shall have perpetual succession and the death, retirement, expulsion, cessation or insolvency of any partner shall not dissolve the LLP.

20. DEATH / INSANITY OF PARTNER:

- (a) If any partner dies or becomes insane his/her legal heir, successor, survivor, administrator, executor and/or legal representative shall forthwith be admitted into the LLP PROVIDED THAT in the event of such legal heir, successor, survivor, administrator, executor and/or legal representative being more than one in number, they shall appoint, unless otherwise agreed, one from amongst themselves to be admitted as a partner in the LLP within a maximum period of 30 (thirty) days of happening of the incidence of Death/Insanity failing which the Share of Deceased Partner or the Partner becoming Insane may be acquired by the other surviving partner(s). In case, such surviving Partner(s) declines to acquire share of Deceased Partner or the Partner becoming Insane, then the same shall be dealt as decided in the meeting of the LLP's Partners;



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Designated Partner

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Bimal Kumar Shukla

Designated Partner

- (b) If any Partner dies or becomes insane, his/her/its legal heir, successor in office, successors in interest, survivor, administrator, executor and/or legal representative shall be entitled to all such amounts standing to credit of the deceased Partner or the Partner becoming Insane as may be reflected in the Books of Accounts of LLP after adjusting debits, if any, showing in the name of the deceased Partner or the Partner becoming Insane.

21. CESSATION OF PARTNERS:

- (a) Any Party hereto ceasing to be a partner of LLP in terms hereof does not by itself get discharged from any obligation towards the LLP or to the other Partner(s) or to any other person which he/she/it incurred while being a Partner. Moreover, he/she/it shall do and execute such deed documents in writing as may be required by the remaining Partner(s) for recording and perfecting cessation and carrying on the said business of the LLP without affecting the right title and interest of the continuing Partner(s).
- (b) When a person retires or ceases to be LLP's Partner, an interim Profit & Loss A/c. as at the date of such retirement/cessation shall be prepared and signed by at least two Designated Partners and also audited by the LLP's Statutory Auditor. The outgoing Partner shall be entitled/liable to/for his/her/its share in the net position (after taking into account applicable Income Tax obligation) reflected in the said interim Profit & Loss A/c.
- (c) Any Partner(s) if found guilty of carrying activity/business of LLP with fraudulent purpose can be expelled from the LLP in the meeting of the LLP's Partners.

22. RIGHTS / DUTIES / OBLIGATIONS OF THE PARTNERS:

- (a) Each Partner shall be responsible and liable for and shall pay their separate/respective debts, taxes, dues and liabilities and shall indemnify the other from any liability claims and demands made on the other/the LLP on account of non-payment of such taxes/debts/dues/liabilities;
- (b) Every Partner either in-person and/or through his/her/its representative/nominee/attorney has a right to have access to and to inspect the Books of Accounts and all other records of the LLP;



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APRICOT BUILDERS LLP

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Designated Partner

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Designated Partner

- (c) Each of the Partners shall be entitled to carry on their own, separate and independent business, which may be similar in nature to that of the LLP's business as hitherto they might be doing or they may hereafter do as they deem fit and proper and the other Partners and the LLP shall have no objection thereto provided however that he/she/it shall not use the name or assets or goodwill or reputation of the LLP to carry on his/her/its business;
- (d) The Partners shall to the best of their abilities carry on the business of the LLP for the interest and advantage of the LLP and do all such things as may be required and/or deemed fit to protect the properties and assets of the LLP;
- (e) Each Partner shall be just and faithful to the other Partners in all transactions relating to the LLP and shall render true accounts and full information of all things affecting the LLP to other Partners or their authorized person/nominees/legal representatives;
- (f) Every Partner shall disclose and be accountable to the LLP for any unauthorized benefit derived by him/her/it out of any transaction concerning the LLP;
- (g) Each of the Parties ("Indemnifier") hereto indemnifies and agree to keep indemnified other Parties and the LLP ("Indemnified") of all losses, damages, costs, claims, demands, consequences which may be incurred by the Indemnified on account of Indemnifier committing any breach of stipulations/covenants contained herein and/or any of the fraud/misconduct done by the Indemnifier during the course of carrying on the business of LLP;
- (h) No Partner(s) shall commit any act or thing which may have effect of rendering the LLP to be wound up/dissolved;
- (i) No Partner(s) shall without being so authorized in the meeting of the LLP's Partners:
 - i. commit to buy any immovable property for the LLP.
 - ii. lease, sell, pledge or otherwise deal with any of the immovable property of the LLP.
 - iii. encumber or otherwise mortgage or charge or pledge the properties of the LLP.
 - iv. initiate and/or withdraw any suit/litigation/legal proceeding on behalf of the LLP.



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Designated Partner

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Bimoy Kumar Ghosh
Designated Partner

- v. submit a dispute relating to business of LLP to arbitration.
- vi. admit any liability in a suit/litigation/legal proceeding made by or against the LLP.
- vii. commit to compromise or relinquish any claim (in whole or in part) in a suit/litigation/legal proceeding made by or against the LLP.
- viii. share business secrets of the LLP with third Parties.
- ix. draw or accept or endorse any bill of exchange or promissory note on LLP's account.
- x. lend any money or deliver upon credit any of the goods of LLP to any person whom the other Partners shall have previously in writing forbidden to trust.
- xi. enter into any Bond or become Surety or Security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP's property or any part thereof may be seized.

23. DUTIES/LIABILITIES OF DESIGNATED PARTNERS:

- (a) Designated Partners shall be responsible for doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the Act including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act and Rules framed thereunder.
- (b) Designated Partners shall devote their time and attention to the LLP business diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the LLP's business.
- (c) Designated partners shall generally be responsible for the doing of all such other acts and things in terms with this Agreement and which may come in the ordinary course of business of the LLP including:
 - i. obtaining rights, privileges, contracts, licenses, intellectual property rights, authorizations, permissions from Government or any other authority, Company or person to carry out the business of LLP;
 - ii. appoint, deal with or act as agents, sub-agents, dealers, sub-dealers, distributors for selling or purchasing or dealing with the products or services related to the business of LLP;
 - iii. take any apprentice or hire or dismiss any servant or agent of LLP;
 - iv. do all such acts and things as may be necessary to carry out the business of the LLP.



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Designated Partner

- (d) The LLP and other Partners hereby indemnifies and shall keep indemnified and protected its Designated Partners from and against all and any 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 while discharging their normal duties as Designated Partners of the LLP in good faith.

24. MEETINGS OF LLP:

- (a) All matters taken-up in the Partners' meeting shall be decided/approved by the majority votes. Every Partner shall have only one voting right irrespective of his/her/its shareholding.
- (b) The Quorum for Partners' meeting shall be at least two members.
- (c) Chairman for each meeting shall be appointed by the members present in the meeting. The said Chairman shall have no casting vote.
- (d) All the meeting of Partners shall be convened by sending a 7 (Seven) days' prior notice to all the Partners at their hereinabove mentioned addresses or by electronic mails at their respective IDs as may be communicated by the individual Partners in writing to the LLP from time to time. Provided the meeting be called at a shorter notice, if consent of Partners forming the stipulated quorum be obtained.
- (e) The meeting of Partners shall ordinarily be held at the Registered Office of the LLP or at any other place as per the convenience of partners.
- (f) With the Consent of the Partners, forming the stipulated quorum, a meeting may be conducted through Teleconferencing and/or Videoconferencing.
- (g) All decisions taken in any meeting (including the one conducted through Teleconferencing/Videoconferencing) shall be recorded in the Minute-Book duly signed by the Chairman within 30 (thirty) days of the date of the meeting and be kept and maintained at the registered office of the LLP.



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Designated Partner

- (b) A Resolution circulated in writing and signed by the Partners, forming the stipulated quorum, shall be deemed to be duly passed and the date of passing of such Circular Resolution shall be the date of signature of the person who signs it last.

25. MISCELLANEOUS PROVISIONS:

- (a) Subject to the provisions of the Act, the liability of the Partners to this LLP Agreement shall be limited to the Contributions committed by them to the LLP.
- (b) The LLP, as decided in the Partners' meeting from time to time, may borrow funds for the purpose of business of the LLP from Individuals, Firms, Companies, Banks, Financial Institutions, Government, Semi-Government Bodies or Corporations, on such terms and conditions and with or without securities of the assets of the LLP, and for this purpose if required all the Partners shall also provide their respective Personal/Corporate Guarantees, Indemnities and Undertakings.
- (c) All notices required to be given to all or any of the Partners hereunder shall be deemed to be duly served if addressed to such Partners at the address mentioned hereinabove or at the changed address as intimated by the concerned Partner to the LLP.
- (d) LLP shall not be bound by anything done by any Partner in dealing with a person if the said Partner has no authority to act for the LLP in doing such act.
- (e) This Agreement is executed in two parts, both of which shall constitute one and the same instrument. Each of the Parties shall keep one counterpart with it.
- (f) No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP shall be valid or effective or binding upon the Partners or the LLP unless reduced to writing as a Supplemental to this Agreement and duly signed and accepted by all the Partners of the LLP as on the relevant date of alteration, amendment or change.
- (g) Any relaxation/delay made/shown by any Party in exercising his/her/its rights against the other shall not be deemed and/or construed to be waiver of any such rights and shall not prejudice the rights and remedies of such Party in any manner whatsoever.



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Designated Partner

Binoj Kumar Ghosh

APRICOT BUILDERS LLP

Binoj Kumar Ghosh
Designated Partner

(h) The terms or expression used in this Agreement shall, unless it be contrary or excluded by or repugnant to the context, have the meaning assigned to them as follows: (i) Words using the singular or plural number also include the plural or singular number, respectively; (b) Words of any gender are deemed to include those of the other gender; (c) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.

26. **CONFIDENTIALITY:** Each of the Parties undertakes to the other Parties to keep confidential all information (written or oral) concerning the business and affairs of the LLP or the other Parties that it shall have obtained or received as a result of the discussions leading up to or the entering into or implementation of this Agreement or its association with LLP save and except under the following circumstances:

- (a) required to be disclosed pursuant to the laws of India; or
- (b) already in its possession other than as a result of a breach of this Clause; or
- (c) in the public domain other than as a result of a breach of this Clause.

27. **INDEMNITY:**

LLP hereby indemnifies and shall keep indemnified protected each of its Partners from and against all and any 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 the respective performances of the Partners while discharging duties as such in good faith:

- (a) in the ordinary and proper conduct of the business of the LLP.
- (b) in or about anything necessarily done for protecting interest of the LLP's business or property of the LLP.

28. **WINDING-UP / DISSOLUTION:** Subject to the provisions of LLP Act, the said LLP may be voluntarily wound-up with the prior written consent of all the Partners.

29. **SEVERABILITY:** This Agreement constitutes the entire understanding/agreement between the parties/partners taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this Agreement cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this Agreement. The



APRICOT BUILDERS LLP

Designated Partner

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Designated Partner

invalidity or unenforceability of any terms or provisions of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

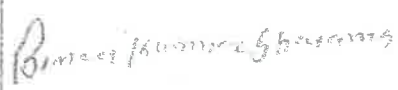

30. DISPUTES/ARBITRATION:

(a) In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Agreement or the respective rights and liabilities of the parties hereto, or their enforcement thereunder, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration proceedings shall be conducted at Kolkata in English language.

(b) Only the Courts of competent jurisdiction at Kolkata shall have exclusive jurisdiction in all matters.

IN WITNESS WHEREOF THIS DEED IS SIGNED BY THE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED by the
PARTNERS at Kolkata in the
presence of:

 BINOD KUMAR SHARMA
 KHUSHBOO SHAH



APRICOT BUILDERS LLP


Designated Partner

APRICOT BUILDERS LLP


Designated Partner

DATED THIS DAY OF ,
2022.

LIMITED LIABILITY PARTNERSHIP
AGREEMENT

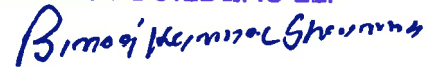
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