



महाराष्ट्र MAHARASHTRA

● 2019 ●

It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

WH 050053

Reg. Serial No. 20123 Date 13 JAN 2020

Amount Rs. 100 x 10 = 1000/-

Nature of document AGREEMENT

Whether it is to be registered ? Yes / No.

Property Description in English

Stamp Purchaser's Name Amol S. Kolte

Address Ahmednagar 414304

Name of the other Party Usha S. Kolte Sign. :

If through Name Self (Stamp Vendor)

Address

Stamp Purchaser's Sign.



LLP AGREEMENT

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("LLP Agreement") is made and entered into as on the 13th day of January 2020 between:

भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

ONE

HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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Reg. Serial No. 20123 Date 13 JAN 2020

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Property Description in 1000/-

Stamp Purchaser's Name Amol S. Kolte

Address Ahmednagar 414304

Name of the other Party Usha S. Kolte

If through Name Self

Address

Stamp Purchaser's Sign

Sign. : D. G. WANWARI, Lic.No.: 2201063
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017.



भारतीय गोरु न्यायिक

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Reg. Serial No. 20123 Date. 13 JAN 2020

Amount Rs. 100 X 10 = 1000/-

Nature of document AGREEMENT

Whether it is to be registered ? Yes / No.

Property Description (if any)

Stamp Purchaser's Name Amol S. Kolte

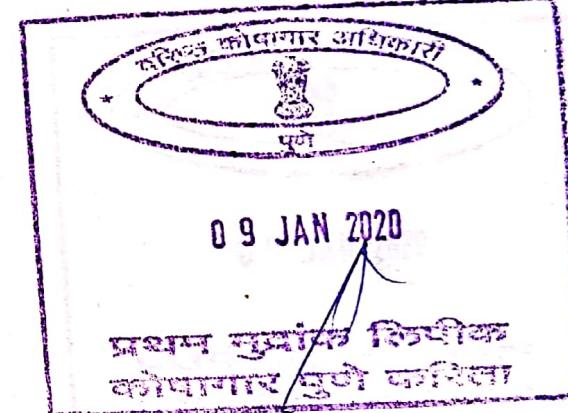
Address Ahmednagar 414304

Name of the other Party Usha S. Kolte

If through Name. Self

Address

Stamp Purchaser's Sign. *Amol S. Kolte*



D. G. WANWARI, Lic.No.: 2201063
B-Block, 29/10, Pimpri, Pune-411 017.



भारतीय गैर-न्यायिक

एक सौ रुपये

₹. 100

Rs. 100

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HUNDRED RUPEES

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It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

WH 050057

Reg. Serial No..... 20123 Date..... 13 JAN 2020

Amount..... Rs. 1000/0 = 1000/-

Nature of document AGREEMENT

Whether it is to be registered ? Yes / No.

Property Description in brief.....

Stamp Purchaser's Name..... Amol S. Kolte

Address..... Ahmednagar 414304

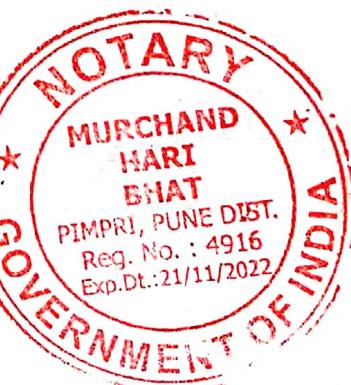
Name of the other Party..... Usha S. Kolte

If through Name..... Self

Address.....

Stamp Purchaser's Sign..... Amol Kolte

Sign. : D. G. WANWARI, Lic.No.: 2201063
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017



भारतीय गोरुन्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

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WH 050058

It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

Reg. Serial No. 20123 Date 13 JAN 2020

Amount Rs. 100 X 10 = (1000)

AGREEMENT

Whether it is to be registered ? Yes / No.

Property Description in brief

Stamp Purchaser Name Amol S. Kolte

Address Ahmednagar 414304

Name of the other Party Usha S. Kolte

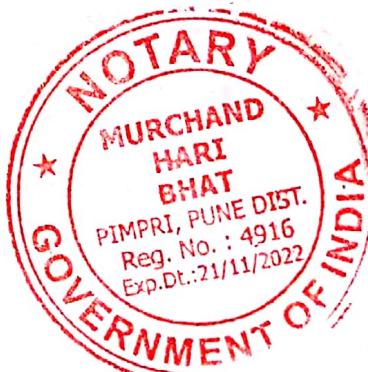
Sign.: D. G. WANWARI, Lic.No.: 2201063

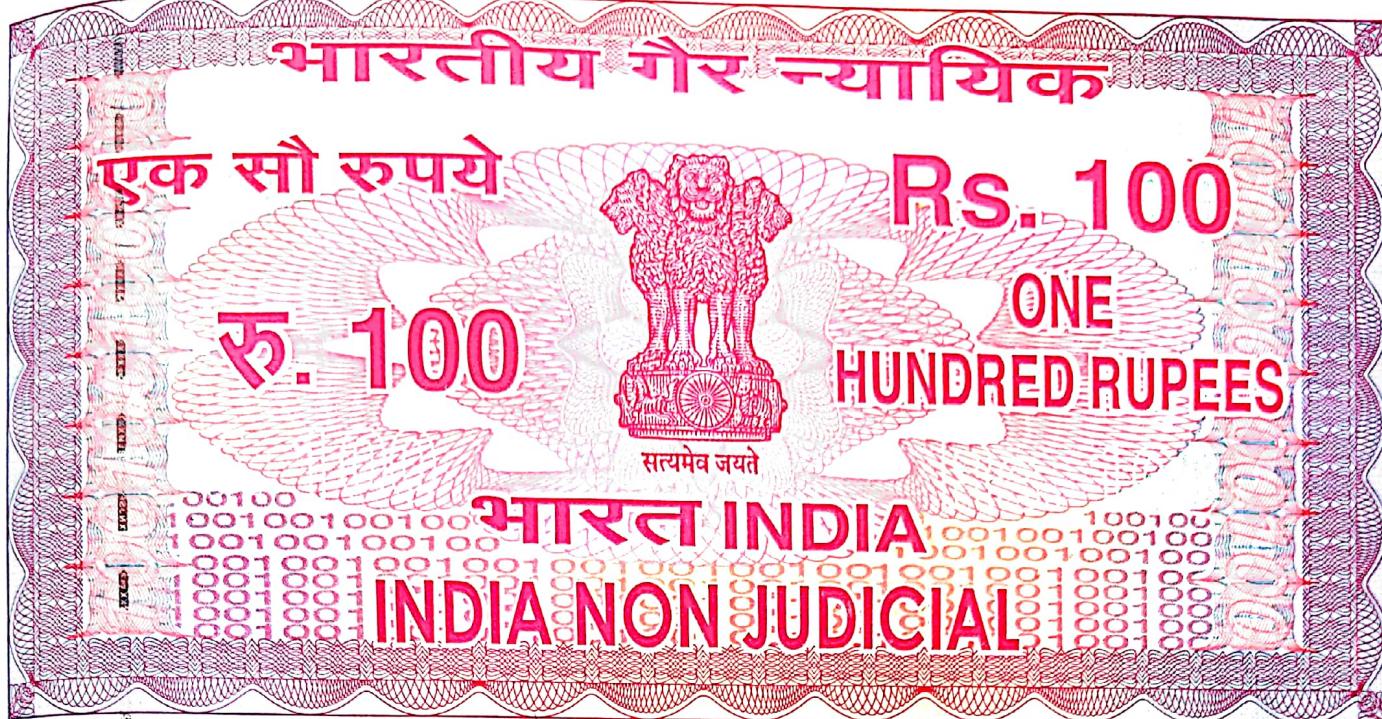
If through Name self

(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017

Address

Stamp Purchaser's Sign. Amol Kolte





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WH 050059

Ques: It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

Reg. Serial No. 20123 Date 13 JAN 2020

Amount..... Rs. 100 x 10 = 1000/-

Nature of document **AGREEMENT**

Whether it is to be registered ?..... Yes / No.

~~Property Description in English~~

Stamp Purchaser's Name : Amol S. Kolte

~~Hand~~ Ahmednagar 414304

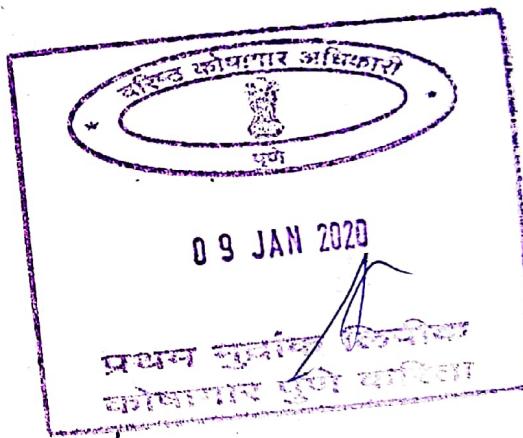
Name of the student: Usha S. Kolte

If through Name **Self**

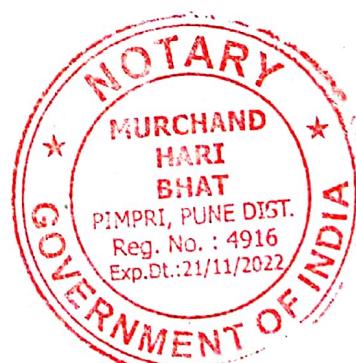
Address

Stamp Recipient's Sign I. Molte

Stamp Purchaser's Sign.....



Sign. :  D. G. WANWARI, Lic.No.: 2201063
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017



भारतीय गैरन्यायिक

एक सौ रुपये

₹. 100



Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

भारत INDIA INDIAN NON JUDICIAL

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It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

WH 050060

Reg. Serial No..... 20123 Date..... 13 JAN 2020

Amount..... Rs. 100 x 10 = 1000/-

Nature of document **AGREEMENT**

Whether it is to be registered?..... Yes / No.

~~Property Description in brief~~

Stamp Purchaser's Name: Amal S. Kalte

Address: Ahmednagar 414201

~~Name of the other page~~ 13 ~~shape~~ s kill

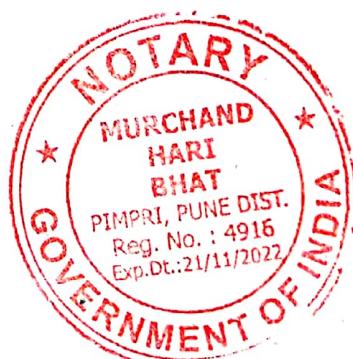
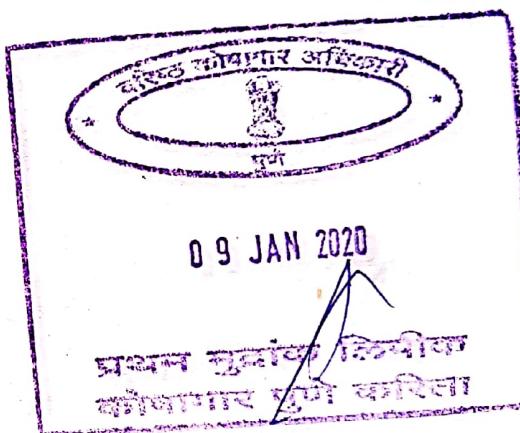
If through Name _____

NO. : 4916
Address : 1027

Stamp Date 14/11/11

Stamp Purchaser's Sign..... *M. Koller*

Sign. : D. G. WANWARI, Lic.No.: 2201063
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017.





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It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

WH 050061

Reg. Serial No. 20123 Date 13 JAN 2020

Amount Rs. 100 x 1 = 100/-

Nature of document AGREEMENT

Whether it is to be registered ? Yes / No

Property Description in brief

Stamp Purchaser's Name Amol S. Kolte

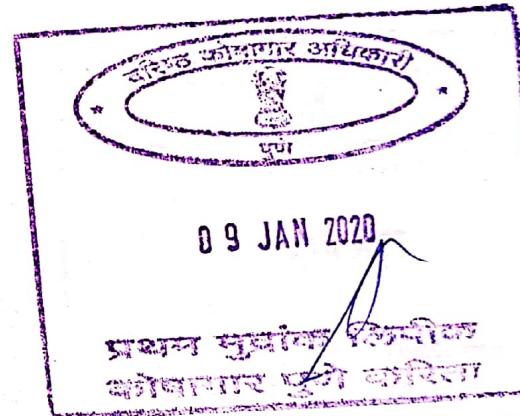
Address Ahmednagar - 414304

Name of the other Party Usha S. Kolte

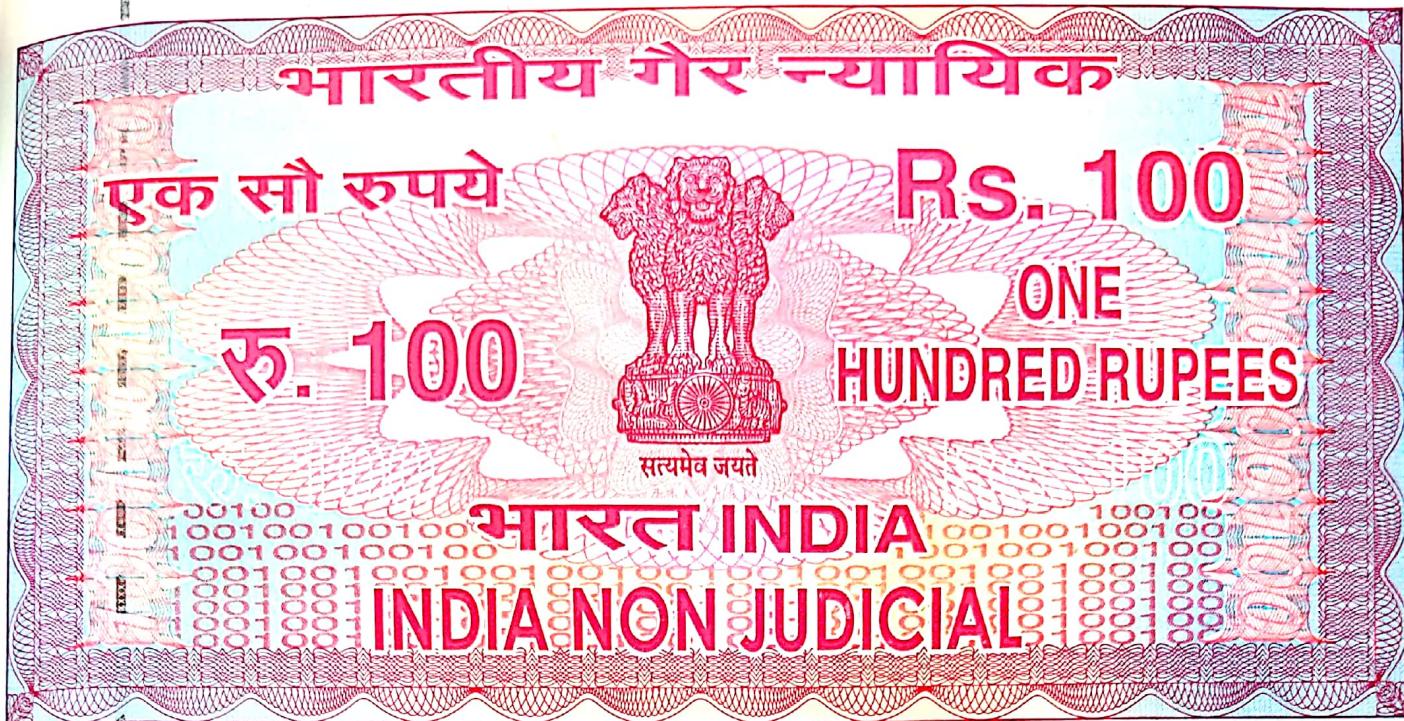
If through Name Self

Address

Stamp Purchaser's Sign Amol



Sign. : D. G. WANWARI, Lic.No.: 2201063
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017.



महाराष्ट्र MAHARASHTRA

● 2019 ●

WH 050062

It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 6 Months from the date of Purchase.

Reg. Serial No. 20123 Date 13 JAN 2020

Amount. Rs. 1.00 x 10 = 100/-

Nature of document AGREEMENT

Whether it is to be registered? Yes / No.

Property Description (if any)

Stamp Purchaser's Name Amol S. Kolte

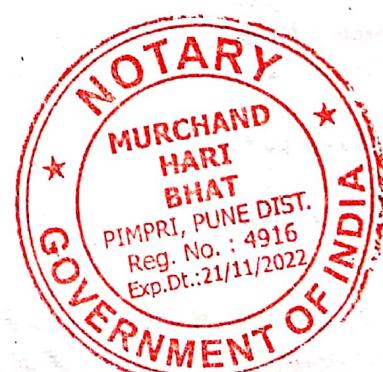
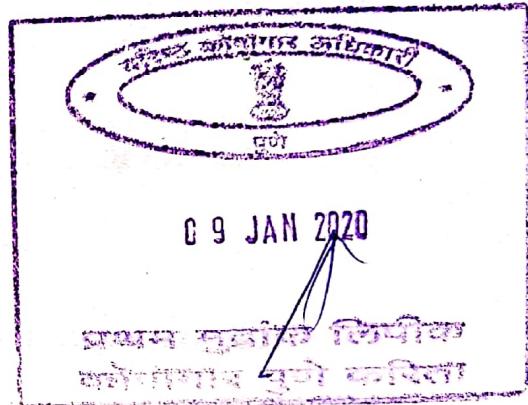
Address Ahmednagar 414204

Name of the cover Hand Usha S. Kolte

If through Name Self

Address

Stamp Purchaser's Sign. Amol Kolte



D. G. WANWARI, Lic.No.: 2201063
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017

Mr. AMOL SHRIKRUSHNA KOLTE S/o. SHRIKRUSHNA KOLTE residing at JAWAHAR NAVODAYA VIDYALAYA, TAKALI DHOKESHWAR, AHMEDNAGAR, MAHARASHTRA - 414304, INDIA. which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

AND

Mrs. USHA SHRIKRUSHNA KOLTE, D/o. SUDHAKAR PARASRAM PATIL residing at A/4, JAWAHAR NAVODAYA VIDYALAYA, TAKALI DHOKESHWAR, TAL. PARNER, AHMEDNAGAR, MAHARASHTRA - 414304, INDIA. which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

(THE FIRST, SECOND AND THIRD PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A DESIGNATED PARTNER AND COLLECTIVELY AS DESIGNATED PARTNERS.)

WITNESSETH

WHEREAS, the parties hereto desire to adopt a Limited Liability Partnership Agreement for new venture (the "LLP") to more particularly provide for their respective rights, powers, duties and obligations as Partners and the management, operations and activities of the LLP.

NOW, THEREFORE, the Partners by this Agreement set forth the Limited Liability Partnership Agreement for the LLP under the Limited Liability Partnership Act, 2008 upon the following terms and conditions:

1. Definitions

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

1.2 "Accounting Year" means the financial year as defined in the Limited Liability Partnership Act, 2008.

1.3 "Capital Contributions" means the contributions made by the partners to the LLP pursuant to Clause 8 hereof and, in the case of all the partners, the aggregate of all such capital contributions.

1.4 "Designated Partner" means any partner designated as such pursuant to provisions of the Act.

1.5 "LLP" shall mean "**PIXELETHOS DIGITAL SOLUTIONS LLP**" registered under LLP Act, 2008.

1.6 "Majority" means simple majority based on ownership holding of the Partners. All decisions of the LLP shall be made by exercising voting rights based on Majority of the Partners who have casted the vote.

1.7 "Partner" means each party to this Agreement until such party ceases to be a partner in accordance with the provisions of the Act or this Agreement.

1.8 "Partner's Interest" means the ownership interest of a Partner in the LLP, including a partner's right to share in the LLP's items of 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 herein and under the Act.

1.9 "Profit Sharing Ratio" means the ratio as agreed between Partners in which the profits of the LLP shall be distributed among the partners of the LLP.

1.10 "The Act" means the Limited Liability Partnership Act, 2008 and rules thereunder. The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement.



1.11 "The Rules" shall mean the Limited Liability Partnership Rules, 2009.

The terms which are not defined hereinabove shall have the same meaning as provided in the Act.

2. Term

The LLP Agreement shall come into effect from the date of incorporation of LLP by way of its registration with the Registrar and shall continue until dissolved and liquidated in accordance with clauses 24 and 25.

3. Incorporation of the LLP

The parties hereto have incorporated the LLP in the name of "**PIXELETHOS DIGITAL SOLUTIONS LLP**" and the Registrar of Companies (ROC) has issued Incorporation Certificate under LLP Identification No. AAR-3172 (LLPIN) on **16TH December 2019**. Accordingly, this LLP shall carry on its business according to the provisions of LLP Act and shall have all requisite powers and authority, corporate or otherwise, to conduct its business. The LLP shall perform its activities as provided by this Agreement or its modification from time to time.

4. Nature of the Business:

To develop, provide, undertake, design, import, export, distribute and deal in Systems and application software for microprocessor based information systems, off shore software development projects, internet service provider, and solutions in all areas of application including those in emerging niche segments like internet and intranet website applications solutions software enterprise, resource planning, e-commerce, digital marketing, value added products and other business applications either for its own use for sale in India or for export outside India and to design and develop such systems and application software for and on behalf of manufacturers owners and users of computer, telecom, digital, electronic equipments in India or elsewhere in the world.

5. LLP Name

The business of the Partnership shall be conducted under the name of "**PIXELETHOS DIGITAL SOLUTIONS LLP**".

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

6. Registered Office

The LLP, from the date of this agreement, shall have its registered office at **A 902, 9TH FLOOR, KRUSHNAI EMPIRIO, SHINDE WASTI, RAWET, PUNE, MAHARASHTRA, 412101, INDIA** and/or at such other place or places, as shall be agreed to by the majority of the partners in number from time to time.

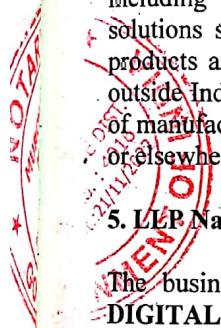
7. Place of Business/LLP Property

7.1 The costs of all rent, rates, repairs, renovations, insurance and other outgoings and expenses relating to the Premises and any other premises acquired for the purpose of the LLP business shall be borne by the LLP.

7.2 The legal estate in all freehold or leasehold properties acquired for the purpose of the LLP shall be vested in the LLP. The net proceeds of sale and the rents and profits until sale shall form part of the assets of the LLP.

8. Capital Contributions

A single Capital Account shall be maintained for each Partner. The capital of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed by the Designated Partners &/or Partners in the following proportion:



shall be binding on them.

11.2

An auditor or auditors of a Limited Liability Partnership shall be appointed for each financial year of the LLP for auditing its accounts.



The designated partners may appoint an auditor or auditors-

- (a) at any time for the first financial year but before the end of the first financial year.
- (b) At least 30 days prior to the end of each financial year (other than the first financial year).
- (c) To fill a casual vacancy in the office of auditor, including in the case when the turnover or contribution of a limited liability partnership exceeds the limits specified under sub-rule (8), or
- (d) To fill up the vacancy caused by removal of an auditor.

The partners may appoint an auditor or auditors where the designated partners have power to appoint under sub-rule (11) of rule 24 and have failed to appoint an auditor or auditors of an LLP shall hold office in accordance with the terms of his or their appointment and shall continue to hold such office till the period –

- (a) the new auditors are appointed, or
- (b) they are re-appointed.

Where no auditor has been appointed under sub-rule (11), any auditor in office shall be deemed to be re-appointed, unless the majority of partners have determined that he should not be re-appointed and have given a notice to this effect to the LLP.

Provisions of sub-rule (14) shall be applicable without prejudice to the provisions of the rules relating to removal and resignation of auditors under this chapter.

12. Inspection of Records, Annual and Other Reports

12.1 Records to be kept

The LLP shall keep at its registered office:

- (a) A current list of the full name and last known business, residence or mailing address of each Partner and designated partner in alphabetical order;
- (b) Copies of this LLP agreement, and all amendments hereto;
- (c) Copies of the LLP's income-tax returns and reports, if any, for the three most recent years; and
- (d) Copies of any financial statements of the LLP for the three most recent years.

12.2 Inspection of LLP Records

The accounting books and records, the record of partners shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for a purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

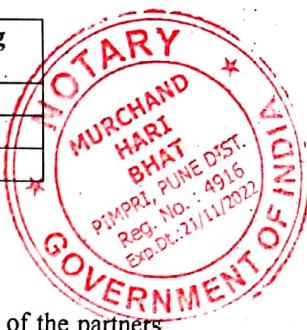
13. Annual Filing

LLP 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.

14. Sharing of Profits and Losses

The respective shares of the Partners hereto in the profits and losses of the business of the LLP, including those of capital nature, shall be as follows:

Sr. No.	Name	% of Profit Sharing
1	AMOL SHRIKRUSHNA KOLTE	60%
2	USHA SHRIKRUSHNA KOLTE	40%
	TOTAL	100%



15. Meetings

Periodic meetings shall be held as determined by the partners of LLP. Meetings of the partners for any specific purpose may be called at any time by any partner.

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 mail or by electronic mail addressed to him or her at his or her address as it appears upon the records of the LLP.

Notice of a meeting of the partners shall be given at least one (1) days prior to the time of the holding of the meeting.

The matter discussed in the LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.

16. Management

16.1 Power of Designated Partners

Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested exclusively with the designated partners appointed by all the partners, who shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto.

16.2 Powers of Partners

- (i) All the partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their Contribution.
- (ii) Every partner has a right to have access to and to inspect and copy any books of the LLP.
- (iii) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the 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 "PIXELETHOS DIGITAL SOLUTIONS LLP" to carry on the said business.
- (iv) If any partner advances any sum of money to LLP over and above his due contribution to capital, the same shall be deemed to be a debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of such interest per annum as decided mutually by the partners unanimously.
- (v) The LLP shall have perpetual succession. So, resignation, death, or insolvency of any partner shall not dissolve the LLP.
- (vi) On retirement or resignation or cessation by any other way of a partner, such ceased partner shall be entitled to full payment in respect of all his rights, title and interest in the 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 of any of the partners herein any

one of his or her heirs will be admitted as a partner 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 rights, title and interest of such deceased partner.

- (vii) 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.

16.3 Duties of Partners

- (i) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- (ii) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- (iii) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership, or for any use by him of the property, name or any business connection of the LLP.
- (iv) Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership but shall not be personally liable for the wrongful act or omission of any other partner of the LLP.
- (v) In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP, he can transfer the same with the consent of all the Partners.

- (vi) No Partner shall without the written consent of other Designated Partners:

- a) Engage or except for gross misconduct, dismiss any employee of the partnership.
- b) 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 LLP.
- c) Enter 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.
- d) 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.
- e) Engage directly or indirectly in any business competing with that of the LLP.
- f) Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partners 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 LLP by the partner incurring the same.
- g) Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the remaining partner.
- h) Enter any bond or obtain bail or become a surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered.

16.4. Forbidden Acts

No partner shall:



- 1) have the right or authority to bind or obligate the LLP to any extent whatsoever regarding any matter outside the scope of the partnership purpose;
- 2) use the LLP name, credit, or property for other than LLP purposes;
- 3) do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

17. Liability of Partners

The liability of the partners shall be limited as provided in the LLP Act, 2008 and as set forth in this LLP 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).

18. Change in Partners

18.1 Admission of new Partner

A new partner may be introduced with the consent of majority of the partners on such terms and conditions as the partners agree with the person to be introduced as a partner, in the LLP.

18.2 Voluntary Withdrawal of a Partner

Each partner covenants and agrees that it will not withdraw or resign from the LLP without the prior consent of the LLP (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 the value of his capital account in the LLP and the LLP shall continue as a taxable entity. The LLP shall pay the partner who is withdrawing a portion or all the value of his capital account in the partnership in accordance with Article herein under of the LLP agreement. Upon the withdrawal of a partner from the LLP for any reason, such partner shall have any further right to or interest in LLP.

18.3 Death of Partner

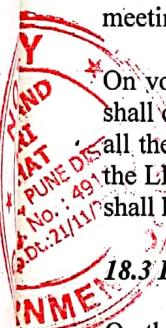
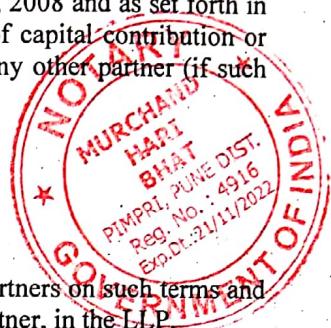
On the death of any partner, the LLP shall not be dissolved, the surviving partners shall have the option to purchase the share of the deceased partner, in the business and the property valued as per Article herein under. The partner, purchasing the share of the deceased partner, shall also enter, into a covenant to indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership.

18.4 Terms of payment/purchase of share

Price of the share of deceased/withdrawing partner shall be the amount at which such share shall stand in the last balance sheet, which shall have been prepared prior to the death of the deceased/date of withdrawal.

18.5 Expulsion of Partner and Termination of his partnership

If any partner assigns, charges or encumbers his share in the LLP without the consent other partners or becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the partnership business or absents himself from the partnership business for more than 30 (Thirty) days, in any period of the twelve months except during his annual holiday without the consent of the other partners, or commit any breach of any of the provisions of this agreement or commits any criminal offence or do or suffer any act which would be a ground for the dissolution of the partnership by the Court/Tribunal and 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 determine the partnership whereupon the partnership so far as concerns such partner shall determine and the other partner shall have the option to purchase his share and pay the purchase



price to the offending partner or his trustee or official assignee in accordance with above Article.

If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partner shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding Article.

If a partner commits a breach, which justifies expulsion, the other partners do not have to give notice to expel the partner in default. They nonetheless have the right to do so.

19. Restrictive Covenants

Except as otherwise expressly provided in an Agreement:

- (i) Partner, officers, shall not engage or invest in, independently or with others, any business activity of any type or description, including those that might be the same as or similar to the LLP Business;
- (ii) Partner or its designated partner, manager and officers, shall not compete with the LLP in the conduct or winding up of the LLP's activities;
- (iii) neither the LLP nor any Partner of the LLP shall have any right in or to any such business activities or ventures or to receive or share in any income or proceeds derived there from; and
- (iv) to the extent required by applicable law in order to effectuate the purpose of this provision, the LLP shall have no interest or expectancy, and specifically renounces any interest or expectancy, in any such business activities or ventures.

20. Salaries and drawings

Designated partner shall receive salary for services rendered to the LLP as mutually agreed between them along with the reimbursement for expenses on production of appropriate receipts or vouchers.

Each partner may, from time to time, withdraw the credit balance in his income account. In case if there being insufficient funds in the bank account or where drawings over the course of the year exceed the share of profits to which a partner is entitled, any overdrawn amount must be repaid promptly together with the percentage of interest on the overdrawn amount as per the Income Tax Act.

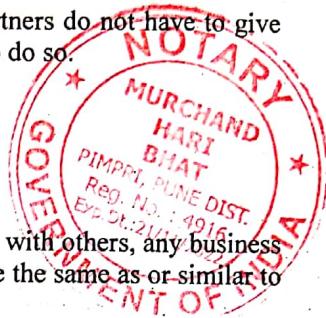
21. Meeting of expenses of LLP

- (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, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the LLP business.
- (b) All LLP moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the bank to the credit of the LLP's account, except such sums 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 LLP name. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.

22. Dissolution

Upon a decision to dissolve the LLP by;

- (i) a written consent of the partners holding at least 50% of all the Percentage Interests of the LLP; or



- (ii) a decision by one Partner to dissolve, the LLP shall be liquidated pursuant to Article 25.

22.1 Legislative Dissolution

Notwithstanding anything contained in these presents, LLP shall be deemed to be terminated in the following cases:

- (i) Number of partners falls below two;
- (ii) Partner's non-economic right is transferred to a third party without the approval of the existing partners.

23. Liquidation.

- (a) Upon the occurrence of an event of dissolution as defined in the LLP Act or in Article 24 of this 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 need not, be a Partner) who 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.
- (b) 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 hereinunder.
- (c) 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 for under this 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 the taxable 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 of liquidation of the LLP shall be distributed to the partners as provided in Article hereof not later than the Distribution Date.
- (d) Subject to provisions of the LLP Act, 2008 upon the dissolution and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:
 - (i) first, to pay all expenses of liquidation and winding up;
 - (ii) second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
 - (iii) third, to pay all debts of the LLP owing to a Partner; and
 - (iv) 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 hereinunder.
 - (v) Subject to the provisions of the LLP Act, 2008 upon final liquidation of the LLP but not later than the Distribution Date, 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.

24. Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by mail, express courier to the LLP on its registered office and to all other partners at their addresses as provided in the agreement.

25. Defaults and Remedies

25.1 Defaults

If a partner materially defaults in the performance of its obligations under the LLP agreement, and such default is not cured within ten (10) days after notice of such default is given by a partner to the defaulting partner for a default that can be cured by the payment of money, or within thirty (30) days after notice of such default is given by a partner to the defaulting partner for any other default, then the non-defaulting partners shall have the rights and remedies described in Article hereunder in respect of the default.

25.2 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, all such rights and remedies as are provided at law or in equity.

25.3 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 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.

26. Limitation of Liability/Indemnification

26.1 Limited Liability

Except as expressly provided herein, neither partner will be liable to the other partner or to the LLP with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for

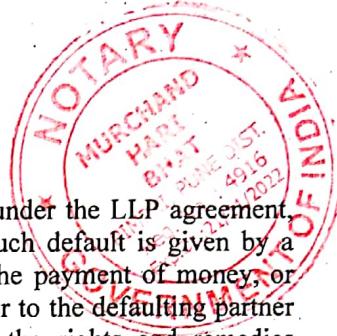
- (i) any special, indirect, incidental, consequential or punitive damages or lost profits; or
- (ii) cost of procurement of substitute goods or services.

26.2 Indemnification

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

27. 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 touching the affairs of the LLP or the interpretation of this Agreement shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and



subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

The partners agree that the decision shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counterclaims 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.

28. Confidentiality

- a) Disclosure of a partner's confidential information to any of the officers, employees, consultants or third party shall be made only if and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to the maximum extent possible, consistent with such rights and responsibilities, 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.
- b) 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. Each partner shall promptly notify the other partner of any unauthorized use or disclosure of confidential information of another partner.
- c) Within 60 days following termination or expiration of this Agreement, each partner will return to the other partner, or destroy, upon the written request of the concerned partner, all confidential information disclosed to it by the concerned partner pursuant to this Agreement, including all copies and extracts of documents.
- d) Any employee who shall have access to confidential information of another partner are bound by agreements to maintain such information in confidence and not to use such information except as expressly permitted herein. Each partner agrees to enforce confidentiality obligations by which its employees and consultants are bound.

29. Amendments

Subject to any contrary provisions of the Act, this Agreement may be amended only by the affirmative vote of all the partners. Any such amendment shall be in writing, duly executed by all the partners.

30. Repeal or Modification

Any repeal or modification of this Article by the partners of the LLP shall not adversely affect any right of a partner, designated partner or officer of the LLP existing hereunder at the time of such repeal or modification.

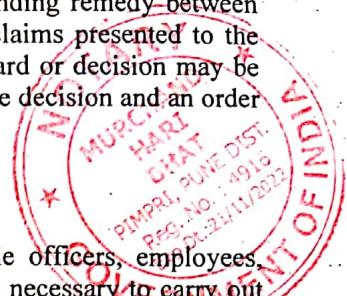
31. Enforceability of Agreement

The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents.

This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms and conditions.

32. Entire Agreement

- (a) This Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the partners as of 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 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 the subject matter hereof except as specifically set forth herein.

- (b) Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted 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 thereunder to another party without the prior written consent of the other partner.

33. Limited Liability Partnership Act prevails

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act, 2008 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.

34. Severability

If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.



Signed and delivered by the within named Mr. AMOL SHRIKRUSHNA KOLTE



In the presence of

1 - Witness

Sign-

Name - Snehal S. Kolte

Address - Flat no. 902, Krusnai Imperio,
Ravet, Pune, 412101

In the presence of

2- Witness

Sign-

Name - Ganesh D. Ingle

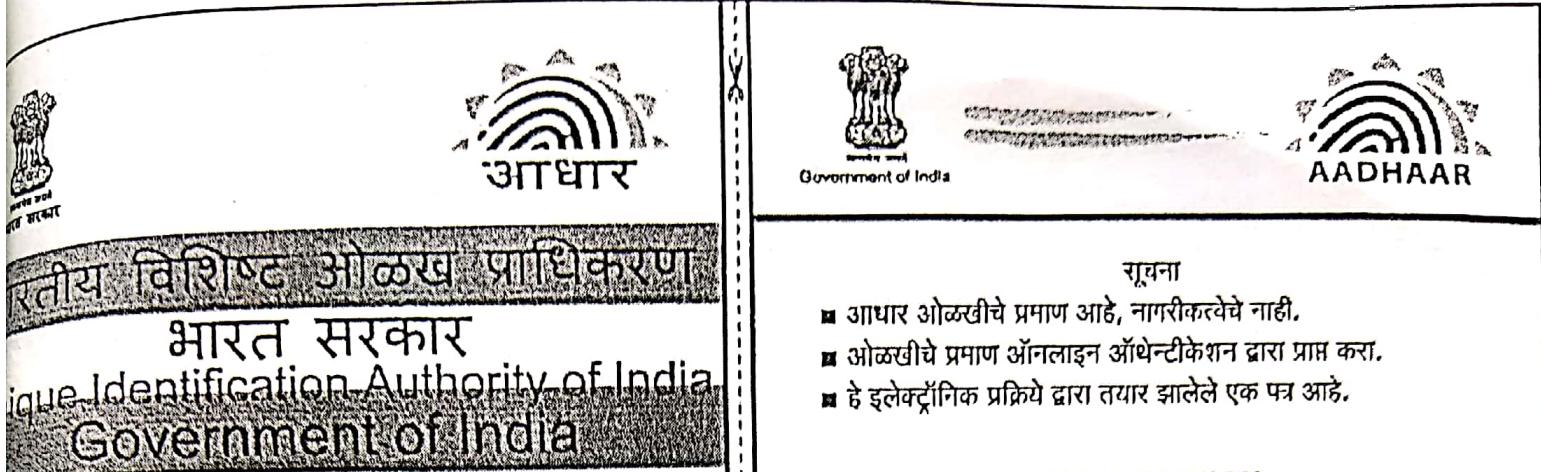
Address - Flat no. 902, Krusnai Imperio,
Ravet, Pune, 412101



BEFORE ME

MURCHAND HARI BHAT
ADVOCATE & NOTARY
GOVT. OF INDIA
Pimpri, Pune Dist.

13 JAN 2020

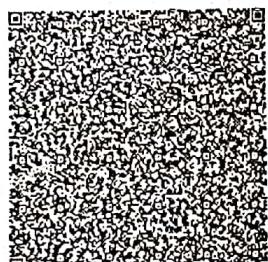


राष्ट्रीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदवी क्रमांक:/ Enrolment No.: 0000/00603/85413

To
अमोल कोलते
Amol Kolte
C/O Shrikrushna Kolte
Jawahar Navodaya Vidyalaya
Takali Dhokeshwar
Takali Dhokeshwar
Ahmadnagar Maharashtra - 414304
9284938457

Signature Not Verified
Digitally signed by US
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2018.10.23 13:23:30
IST



QR Code with Photograph

पाला आधार क्रमांक / Your Aadhaar No. :

6221 0384 8168

VID: 9187 7113 7933 7808

माझे आधार, माझी ओळख



भारत सरकार

Government of India



अमोल कोलते
Amol Kolte
जन्म तारीख/DOB: 02/04/1989
पुरुष/ MALE



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VID: 9187 7113 7933 7808

माझे आधार, माझी ओळख

Amol Kolte



Government of India



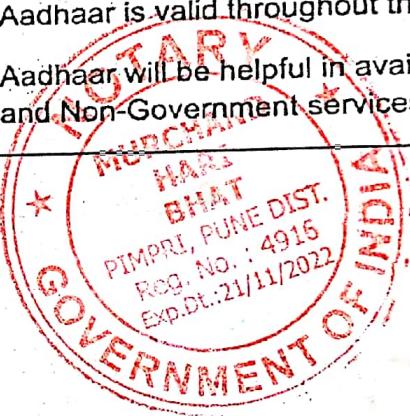
रायना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही.
- ओळखीचे प्रमाण अॅनलाइन ऑथेंटीकेशन द्वारा प्राप्त करा.
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

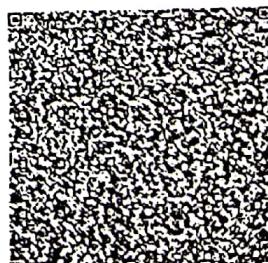
- आधारला देशभरात मान्यता आहे.
- आधार भविष्यात सरकारी व खांजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



राष्ट्रीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता:
श्रीकृष्ण कोलते, जवाहर नवोदय विद्यालय, टाकली
टाकेश्वर, अहमदनगर,
महाराष्ट्र - 414304

Address:
C/O Shrikrushna Kolte, Jawahar
Navodaya Vidyalaya, Takali
Dhokeshwar, Ahmadnagar,
Maharashtra - 414304



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MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre

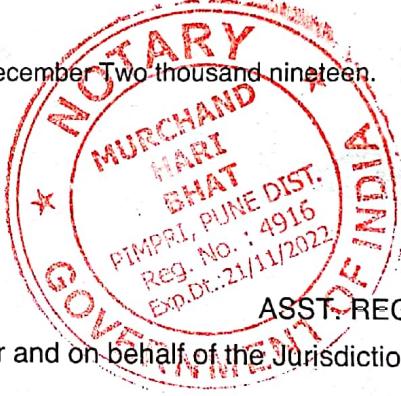
Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]
CERTIFICATION OF INCORPORATION

LLP Identification Number: **AAR-3172**

It is hereby certified that PIXELETHOS DIGITAL SOLUTIONS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008.

Given under my hand at Manesar this Sixteenth day of December Two thousand nineteen.



DS MINISTRY
OF CORPORATE
AFFAIRS

Ibson Shah

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar Office:
PIXELETHOS DIGITAL SOLUTIONS LLP

**A 902, 9TH FLOOR, KRUSHNAI EMPIRIO,,SHINDE WASTI,
RAWET,PUNE,Maharashtra,412101,India**

