



LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

OKDREAM ALLIANCE SOLUTIONS LLP



Prepared by

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GRN	MH001167714202627U	BARCODE					Date	21/04/2026-12:22:36			Form ID	
Department	Directorate Of Accounts And Treasuries					Payer Details						
Type of Payment	Stamps Non-Judicial Sale of Non Judicial Stamps SoS					TAX ID / TAN (If Any)						
						PAN No.(If Applicable)						
Office Name	PUNE A T O Stamps					Full Name	OKDREAM ALLIANCE SOLUTIONS LLP					
Location	PUNE											
Year	2026-2027 One Time					Flat/Block No.	S NO 45 SHOP NO 18					
Account Head Details			Amount In Rs.		Premises/Building							
0030045501 Sale of Stamps			1000.00		Road/Street	PRESTIGE PLAZA B P ROAD						
					Area/Locality	PUNE						
					Town/City/District							
					PIN		4	1	1	0	3	5
					Remarks (If Any)	LLP AGREEMENT						
					Amount In	One Thousand Rupees Only						
Total			1,000.00		Words							
Payment Details	STATE BANK OF INDIA					FOR USE IN RECEIVING BANK						
Cheque-DD Details					Bank CIN	Ref. No.	00040572026042147700			CPAGPVRYSY2		
Cheque/DD No.					Bank Date	RBI Date	21/04/2026-12:24:24			Not Verified with RBI		
Name of Bank					Bank-Branch	STATE BANK OF INDIA						
Name of Branch					Scroll No. , Date	Not Verified with Scroll						

Department ID :

Mobile No. : XXXXXX2939

LIMITED LIABILITY PARTNERSHIP AGREEMENT

This Agreement of Limited Liability Partnership made at Pune on this 21st day of April, 2026

BETWEEN

1. **MR. ABHIJEET SADASHIV PATIL (DIN: 07506842 PAN: BJPPP4110F)** residing at 101 Tuljai Colony Tiger Gym Thergaon Pune Chinchwadgaon Pune 411033, hereinafter called the “**FIRST PARTY**” (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees).

AND

2. **MR. ATUL TANAJI PATIL (DIN: 11676129 PAN: DGIPP0878J)** residing at Kameri Walwa Sangli 415403, hereinafter called the “**SECOND PARTY**” (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees).

(Each of these Two Parties hereinafter shall be individually referred to as “**Partner/ Designated Partner/Party**” and all shall be collectively referred to as “**Partners/ Designated Partners/Parties**”).

RECITALS

WHEREAS the Partners have decided to carry on business jointly by establishing Limited Liability Partnership under the Limited Partnership Act, 2008

AND WHEREAS the Partners have applied and on 21st day of April, 2026 the Ministry of Corporate Affairs has allowed the said Partners to incorporate the Limited Liability Partnership under the name and style of “**OKDREAM ALLIANCE SOLUTIONS LLP**” vide LLPIN: ACX-4632 (herein to be called as the “LLP”)

NOW all the Partners are interested in forming a Limited Liability Partnership in the manner laid above, under the Limited Liability Partnership Act, 2008 (“LLP Act”) to carry on a lawful business with a view to profit and to become its Partners and Designated Partners on its incorporation by registration under the LLP Act, 2008, and that they intend to write down the terms and conditions of the said formation, have entered into this LLP Agreement in writing as follows:



Interpretation

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

1. The headings are for convenience only and shall not affect its interpretation;
2. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
3. The references to Recitals, Clauses and Annexures shall be references to the recitals, clauses and Annexures of this agreement;
4. The references to statutes shall be a reference to the statutory enactments, rules and regulations (as modified, amended or re-enacted as of the appropriate date) in force;
5. Any reference to "writing" includes printing, typing, lithography, fax and other means of reproducing words in permanent visible form including e-mails, where the e-mail has a return acknowledgement from all the addressees but excluding any other electronic forms like SMS or similar form of electronic message;
6. Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.
7. Words importing the singular meaning, where the context admits, include the plural meaning and vice versa
8. The terms "include" and "including" shall mean, "include without limitation";
9. Words denoting an obligation on a Party to do any act, matter or things include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to permit or allow infringement of the restriction.
10. Any consent or approval required under this Agreement shall be required or obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing unless otherwise agreed to in writing by the parties hereto.
11. This agreement shall be effective from the date of execution of this agreement.

DEFINITIONS:

- i. **"Act"**: shall mean the Limited Liability partnership Act, 2008 and all future modifications, amendments and any substituting Acts;
- ii. **"Agreement"** means this LLP Agreement including all Schedules and Annexure attached hereto, and any subsequent written modifications agreed to, in writing, by and between the Parties in terms hereof;
- iii. **"Business"** shall mean the business of the LLP as stated in this agreement;



- iv. **“Confidential Information”** means all information, data, know-how, whether it is technical in nature or not which is disclosed by a Party;
- v. **“Consent”** means any approval, clearance, no objection certificate, ratification, permission, waiver, authorization or permit of whatever nature and by whatever name called.
- vi. **“Deed of Adherence”** shall be the deed of adherence.
- vii. **“Designated Partner”** shall be construed as per the definition prescribed in the Act;
- viii. **“Financial year”** means the financial year of the LLP, which begins from the 1st day of April of a year to the 31st day of March of the following year;
- ix. **“Person”** means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;
- x. **“Transfer”** means to sell, gift, give, assign, novate, transfer, amalgamate, merge and/or encumber any share or any right, title or interest therein or otherwise dispose of the same in any manner whatsoever voluntarily or involuntarily (whether by operation of law or otherwise).

ARTICLE 1 – ORGANIZATIONAL MATTERS

1. **NAME & STYLE:** - The Limited Liability Partnership (LLP) business shall be carried under the firm name and style of **OKDREAM ALLIANCE SOLUTIONS LLP** or such other name as the Partners may from time to time unanimously agree upon in writing.
2. **REGISTERED OFFICE:** - The LLP shall have its registered office at S No 45 Shop No 18, Prestige Plaza B P Road, Akurdi, Pune, Pune City, Maharashtra, India, 411035 and/or such other places as shall be agreed to by all the Parties from time to time for carrying on the business of the LLP.
3. **NATURE OF BUSINESS:** - The business of the LLP firm shall be (A) To carry on the business of direct selling, marketing, distribution, import, export, trading, and dealing in all kinds of products including but not limited to health care products, wellness products, dietary supplements, herbal and nutraceutical products; agricultural products including seeds, fertilizers, organic produce, farming inputs, and agro-based goods; cosmetic and personal care products including beauty, skincare, haircare, and hygiene products; and to establish, operate, and manage a network-based marketing or direct selling business model. (as detailed in Schedule I), (B) to enter into any other lawful business, purpose or activity in which a LLP may be engaged under Applicable Law (including the Act), as the Members may determine from time to time, subject to and in accordance with the terms and conditions of this Agreement, and (C) to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purposes and as may be necessary or incidental to, connected with or arising out of the foregoing purposes in accordance with the terms and conditions of this Agreement;



4. **TERM:** - The LLP shall have perpetual succession and upon death, retirement or insolvency of any partner the LLP or dissolution of LLP which is a partner of this LLP, it shall not be dissolved automatically and the remaining Partner (s) may carry on the business of LLP with or without admitting any other Partner. The LLP shall not be dissolved unless all the partners for the time being agree on such dissolution and as per the provisions of LLP Act 2008.

5. **PARTNERS:** The name and address of each of the partners is as follows:

NAME	ADDRESS
1. MR. ABHIJEET SADASHIV PATIL	101 TULJAI COLONY TIGER GYM THERGAON PUNE CHINCHWADGAON PUNE 411033
2. MR. ATUL TANAJI PATIL	KAMERI WALWA SANGLI 415403

6. DESIGNATED PARTNERS

a. Following Partners shall be the Designated Partners of the LLP.

NAME	ADDRESS
1. MR. ABHIJEET SADASHIV PATIL	101 TULJAI COLONY TIGER GYM THERGAON PUNE CHINCHWADGAON PUNE 411033
2. MR. ATUL TANAJI PATIL	KAMERI WALWA SANGLI 415403

b. Additional Designated Partners than the existing Designated Partners can be appointed by the unanimous consent of the Partners in their Meeting.

ARTICLE 2 –CAPITALIZATION

7. INTIAL CAPITAL CONTRIBUTIONS:-

a. Parties acknowledge and agree that, each of them will contribute the Initial Capital in the proportion as mentioned below :-

NAME OF THE PARTNERS	CONTRIBUTIONS	PERCENT
1. MR. ABHIJEET SADASHIV PATIL	Rs. 90,000 /- (Rupees Ninety Thousand Only)	90.00%
2. MR. ATUL TANAJI PATIL	Rs. 10,000 /- (Rupees Ten Thousand Only)	10.00%
Total	Rs. 100,000/- (Rs. One Lakhs Only)	100%

b. Additional Capital Contributions:

The Partners may decide to contribute further amount required by the LLP for the purpose of its business which shall be contributed by each Partner in proportion of their capital contribution ratio as stipulated hereinabove. The additional amount shall be credited to their respective current accounts with LLP.




- c. The Contribution of the partner may be tangible. Intangible, moveable or immoveable property and as mutually agreed by Partners.
- d. Any shortfall in the Capital Contribution by any of the partners should be approved by all Partners at a meeting duly called upon as per the provisions of this LLP Agreement.
- e. **INTEREST ON CAPITAL:-** That simple interest @ 12% p.a. or at any other rate as allowable under section 40(b) (iv) of the Income Tax Act, 1961 as amended from time to time or at any rate lower than that as may be decided by all the partners mutually from time to time shall be credited to the partner's current accounts on credit balance in their capital or current accounts. The interest will be calculated & shall be credited to their respective current accounts at the end of the accounting year. Interest shall be recovered from the partner having debit balance in his/her/it's capital or current account at the same rate. However the partners may decide mutually not to charge / pay interest to the firm for any year or for a particular period. In such as case none of the partner shall be entitled for interest on credit balance standing to the credit of his/her /it's capital or current account with the firm, similarly no interest shall be recovered on debit balance in his/her/it's capital or current account with the firm.

ARTICLE 3 – LOAN FROM / TO PARTNER:

8. (a) LOAN FROM PARTNER:

In the event any partner extends any loan/debt to LLP, such partner will be entitled to an simple interest on such debt at the rate of 12% per annum or as per the rate as may be mutually agreed by the Partners which shall not exceed the maximum interest allowable as deduction under the Income Tax Act 1961.

(b) LOANS TO PARTNERS:

Subject to the prior written consent of the Partners of the LLP may grant loan to any of its Partners. The giving of such loans and interest chargeable on such loans shall be as unanimously determined by all Partners.

However, no such interest shall be charged on advance to partner which is purely for the purpose of business of the LLP and which is for short duration and on the stipulation that If it is not utilized during such period for the said purpose , it shall be refunded to the LLP, further after utilisation, statement of account of the same along with supporting vouchers / documents shall be submitted to the LLP.

ARTICLE 4 – CHANGE IN CONSTITUTION OF FIRM

9. ADMISSION OF NEW PARTNER:

The parties hereto may admit a new partner or partners only with the consent of all the existing Partners in writing and on such terms and conditions as may be mutually agreed and subject to the following terms and conditions:

- 1) Such incoming partner agrees in writing to become a partner of the LLP



2) Such incoming partner signs and delivers to the LLP a deed of adherence.

10. CESSATION OF EXISTING PARTNERS

- a. Partner may cease to be partner of the LLP only with the written consent of all the existing Partners and his accounts shall be drawn upon and settled forthwith within any such period that the partners ,including the outgoing partner, may mutually agreed upon.
- b. In case the Retiring Partner owes to the firm as on the date of retirement then the retiring partner shall pay the amount to the LLP with simple interest @18% p.a. thereon within 30 days or such extended period as the partners , may mutually agree.
- c. The retiring partner will hand over the property of the LLP under his possession and/or any other books/documents etc. belonging to the LLP or any of its clients to the remaining Partners upon due receipt forthwith and the LLP shall also issue to the retiring Partner a “no claim receipt” to this effect. On retirement, a retiring Partner shall not in any way interfere with the business of the LLP.
- d. Partner cannot be expelled from LLP except in the situation where any partner has been found guilty of carrying on activity/business of LLP with fraudulent purpose or which are prejudicial to the interest of the LLP.
- e. The LLP can be wound up with the consent of all the Partners subject to the provisions of the Act.

ARTICLE 5 – REMUNRATION TO PARTNERS & PROFIT / LOSS SHARING

11. All the Partners of the LLP shall share it's profits and losses , including the same on capital account, in the ratio mentioned below:

NAME OF THE PARTNERS	PROFIT/ LOSS SHARING RATIO
1. MR. ABHIJEET SADASHIV PATIL	90.00%
2. MR. ATUL TANAJI PATIL	10.00%
Total	100%

12. The net profit or loss to be distributed to Partners shall be calculated after deducting from the net profits for the year the interest to partners, if any, remuneration to partners, if any, and taxes payable by LLP.

13. The Designated Partners being working partners are required to take active part in the conduct of the business of the LLP. The Designated Partners except nominee Designated Partner, shall be entitled for remuneration for the services rendered by them to the LLP. The maximum amount of remuneration shall be computed in the manner and as per the ceiling limits for payment of remuneration as mentioned in Section 40(b) (v) of the Income Tax Act, 1961 as amended from time to time. The same shall be computed with reference to the “Book Profit” of the LLP as defined in explanation to section 40(b) (v) of the Income Tax Act,



1961 as amended from time to time. It has been agreed upon by all the partners of the LLP that in the case of negative profits (loss), or Nil Profit / loss, the maximum amount of remuneration to the working partners shall be restricted to Rs. 1,50,000/- (Rs. One Lakh and Fifty Thousand Only) or as may be allowed under the provisions of the Income Tax Act, 1961 as amended from time to time .

The designated partners may, in general, also decide not to take any remuneration for a particular year in case it is decided mutually by all the designated partners.

Provided, that the amount of remuneration so arrived at shall be paid to all the designated partners in the proportion as mutually decided by all the designated partners from time to time.

ARTICLE 6 – RIGHTS, DUTIES, RESTRICTIONS AND RESPONSIBILITIES OF PARTNERS

14. RIGHTS:

- a. All rights, title and interest in all the assets and properties in the said LLP shall always vest with LLP and the partners shall not be entitled to claim any rights on the assets properties of LLP.
- b. Every partner has a right to have access to and to inspect and copy any books of the LLP either himself or through his authroised representative.
- c. Each of the parties 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.
- d. LLP shall have perpetual succession. Death, retirement or insolvency of any partner shall not dissolve the LLP automatically.
- e. In case of death or insolvency or due to any other reason if any Designated Partner nominated by or representing any Partner is incapacitated then the Partners shall appoint another person as Designated Partner. However, change in management / constitution of the LLP which is partner in this LLP shall be made with the prior consent of all the partners of this LLP.

15. DUTIES AND RESPONSIBILITIES:

- a. Subject to clause the liability of the Partners shall be limited to the respective partner's capital contribution to be made as set forth in this LLP agreement more particularly in Article 2 herein.
- b. Every partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP, or from any use by him of the property, name or any business connection of the LLP.
- c. Every partner shall indemnify the LLP and the other existing partner for any loss caused to it by his fraud or wrongful act or omission in the conduct of the business of the LLP.



- d. Each partner shall render true accounts and full information of all things affecting the LLP to any partner or his legal representatives.
- e. To appoint two or more Designated Partners of the LLP in terms of the requirement of the Act and as mentioned herein.
- f. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of the Act.
- g. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- h. The Designated Partners shall be responsible for day to day conduct of the business of LLP including all the work relating to project design, construction, sale, recovery, appointment of employees, contractors, consultants for carrying on the business of LLP effectively and for statutory and regulatory compliances relating to the business of LLP.
- i. Each partner shall be responsible for capital contribution and additional contribution in the agreed capital contribution ratio stipulated in above, as and when mutually agreed by all Designated partners for the business of LLP. It has been agreed upon all the partners that the additional funds required for the purpose of business of the LLP shall be brought in 30 days from the date on which the requirement of funds is intimated to all the partners or within such extended time as may be mutually agreed upon by the partners.
- j. The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

16. EACH PARTNER SHALL:

- I. Punctually pay his personal and separate debts and indemnify the other Partners and the assets of the LLP against the same and pay all expenses on account thereof;
- II. Forthwith pay all moneys, cheques, negotiable instruments received by him on account of the LLP into the LLP Bank Account or Accounts;
- III. Be just and faithful to others and at all times give to each other full information and truthful explanations of all transactions relating to the LLP business;
- IV. At all times give to the others a just and faithful account of the same and also upon every reasonable request furnish a full and correct explanation thereof;
- V. Afford every assistance and co-operation in his power and to use his best skill and endeavour in the conduct, promotion and execution of the LLP business/profession for their mutual advantage and benefit;
- VI. No partner shall divulge any information of the LLP or of its clients to any outsiders.





17. RESTRICTIONS:

No partner shall without the written consent of the all Designated Partners of LLP,--

- I. Employ any money, goods or effects of the LLP or of the clients of the LLP pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- II. Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the partner incurring the same.
- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other Designated partner.

ARTICLE 7 – MANAGEMENT

18. All the matters related to the day to day business of LLP shall be managed by the Designated Partners. Except for matters specified in Schedule II to this agreement, all decisions for all matters relating to LLP shall be taken by the Designated Partners mutually. In any matter if the Designated Partners do not arrive at a unanimous decision then such matter shall be referred to all the partners for the decision by voting. The resolutions shall be passed by unanimous majority of all the partners present at the duly conveyed meeting, including e-meeting of the partners.

19. All the matters related to the LLP mentioned in **Schedule II** to this agreement shall be decided by mutual consent of all Partners.

20. Agreements for sale, alienation, lease of any constructed units of LLP shall be executed severally by all the Partners or their duly authorised representatives.

21. ACCOUNTING RELATED:

- a) Proper books of accounts shall be maintained in which all the transactions relating to the LLP business shall be entered into and recorded and such books together with all documents, letters, vouchers of and belonging to the LLP shall be kept at the place of business (i.e. the project site) of the LLP or at such other place or places as the parties hereto may from time to time mutually decide in writing. Each partner shall have full and



free right and liberty to inspect such books of accounts, documents, letters, vouchers and of making extracts or copies there from.

- b) The accounting year of the LLP shall be the year ending on the last day of March every year. The Final Accounts will be audited and drawn up at the close of the year shall be countersigned by all the parties hereto as a token of acceptance.
- c) The Accounts of the LLP shall be audited by the Auditors appointed by the consent of all Designated Partners. The Accounts when audited and approved by all of Designated Partners shall be conclusive.
- d) Partners may draw funds at any time with prior written consent of all Designated Partners. In case distribution of any surplus funds the priority order mentioned in agreement shall be followed and such funds shall be distributed first in the ratio of capital contribution till the repayment of entire capital contribution of all the parties and thereafter in the ratio of profit and loss sharing between the Partners.
- e) Subject to provisions of the Act 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;
 - (iv) fourth 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 in the ratio of profit and loss sharing between the Partners;
 - (v) fifth to pay to Partner whose capital account has excess credit over the amount which is proportionate to the profit and loss sharing ratio specified in clause 11 above to the extent of such excess credit balance;
 - (vi) sixth to pay to all the Partners in the ratio of profit and loss sharing between the Partners.

22. DEATH OR RETIREMENT OF A PARTNERS :

If any Partner dies or have voluntarily retired and the nominee or legal heir of the deceased or retired partner as the case may be wants to join as a partner in the LLP, the other partners shall appoint him/her as a partner in LLP upon same the profit sharing ratio, terms and conditions as stipulated in LLP agreement, as may be amended from time to time, which will be binding on him/her also. Further, in case if the legal nominee / heir of that deceased or retired partner decide to discontinue from business, he/she will receive all the dues which are payable to that deceased or retired partner. A statement



of account shall be taken and made out of his/her/it's share of the capital and effects of the LLP and of all unpaid interest and profits due to him/her /it up to the time of his/her /its demise or retirement and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments between his/her/ it's capital account and income account transactions and transfers made till the date of death or retirement, as the case may be, and balances stuck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which his/her/it's death or retirement occurs until the end of the calendar month in which the event takes place. Also the said statement of account shall be prepared taking into account the Fair Market Value (FMV) of the immovable properties, investments or ongoing projects etc. at the time of death or retirement.

23. DISPUTE RESOLUTION:

- a) If any dispute or difference cannot be amicably resolved by Parties within 30 days from its occurrence or such longer time as mutually agreed, such dispute or difference shall be submitted for arbitration.
- b) Arbitration shall be conducted under the terms of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- c) A dispute or difference may be submitted by either Party sending a notice of arbitration to the other Party, informing the other Party of its intention to settle the dispute by way of arbitration ("Request for Arbitration"). The requesting Party shall also appoint its arbitrator in its Request for Arbitration.
- d) If the other Party fail to appoint its arbitrator within 30 days of receipt of information of appointment of the requesting Party's arbitrator, or such other period as may be agreed mutually by the Parties, the arbitrator named in the Request for Arbitration shall decide the dispute as a sole arbitrator. Otherwise the two arbitrators appointed by the Parties shall appoint a third presiding arbitrator within 30 days after the other Party has notified the requesting Party of the appointment of the other Party's arbitrator. If the two arbitrators fail or are unable to appoint a third arbitrator, then the appointment of the third arbitrator shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- e) The arbitration proceedings shall be held in Pune and shall be conducted in the English/Hindi language. The decision of the arbitrator(s) shall be final, binding and non-appealable except in the case of manifest error. Judgment upon the award may be rendered in competent courts in Pune or any application may be made to such court for judicial acceptance of the award and order of enforcement as the case may be.
- f) Any award of the arbitrator(s) shall include the reasons for such award.
- g) Each Party shall bear its own cost and expenses of arbitration.
- h) This clause shall survive any termination, expiry or nullity of this Agreement.

24. BANK ACCOUNT:

The designated partners shall open a bank account in the name of the LLP and the Accounts opened shall be operated by the Partners as may be decided by them from time to time.



25. GOVERNING LAW:

Regardless of the place of execution hereof, this Agreement and all amendments hereto including any and all issues or controversies arising there from or related thereto, shall be governed by and construed exclusively in accordance with the laws of India.

26. MISCELLANEOUS:

- a) In respect of matters not specifically provided herein, the LLP shall be governed by the provisions of the Act
- b) There shall be no limit on the number of Partners to be admitted at any time and from time to time by changing the provisions of this LLP Agreement, if necessary, and as required, subject to its acceptance by all the then existing Partners at a meeting of theirs or otherwise confirmed in writing unless provided otherwise in this LLP Agreement

c) **AMENDMENT:**

The Partners shall be entitled to modify the above terms relating to remuneration, profit sharing etc., of this partnership agreement by executing a supplementary deed and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

d) **NOTICE:**

The notice to the parties under this deed shall be deemed to be duly served, if the same shall be delivered to them personally or sent by post in a registered letter acknowledgment due addressed to them at their usual or last known place of abode in India or by electronic mail at the Email ids as mentioned in Clause No.5 herein above or as provided by the Partners in writing to the LLP from time to time or through WhatsApp message. It has been mutually agreed by all the partners that in order to avoid any inconvenience to any of the partner, notice shall be send at least three days in advance. However, if all the partners mutually agree, then short notice can also be given.

e) **ENTIRE AGREEMENT:**

This Agreement, together with all Annexures, Schedules, Exhibits and attachments hereto, represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the Parties may had.

f) **INDEMNITY AND RESPONSIBILITY:**

Subject to the provisions of the Act, the Partners, Auditors, Consultants or every other officer for the time being of the LLP and any trustees for the time being acting in relation to any of the affairs of the LLP and their heirs, executors and administrators respectively shall be indemnified out of the assets of the LLP from and against all suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may



incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective office or trust, except (if any) as they shall incur or sustain by or through their own willful neglects or defaults respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any bankers or other person with whom any monies or effects belonging to the LLP may be lodged or deposited for safe custody or for any security upon which any money of the LLP shall be invested for any other loss or damage due to any such causes as aforesaid or which may happen in or about the execution of his office or trust unless the same happen through the willful neglect or default of such officer or trustee.

g) **SEVERABILITY:**

If any article, clause, section or paragraph, or part thereof, of this Agreement or any agreement or document appended hereto or made a part hereof is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future Applicable Laws, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement as will best preserve for the Parties the benefits and obligations under such provision.

h) **GOOD FAITH:**

The parties agree to show the utmost good faith to each other at all times, in all matters relating to the Business and the covenants expressed herein.

i) **WAIVER:**

Unless expressly provided to the contrary herein, failure or delay of any Party to enforce any of the provisions of this Agreement or assert any rights hereunder shall in no way be construed as a waiver of such provisions or rights and shall not affect the right of such Party to enforce each and every provision of this Agreement in accordance with its terms.

j) **JURISDICTION:**

This Agreement shall be subject to the jurisdiction of the Courts of Pune.

k) **REPRESENTATION:**

Each Party represents that it has the requisite authority to execute this Agreement and perform its obligations hereunder. This Agreement is a valid and legal agreement binding upon the Parties hereto and 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 for the execution of LLP agreement under & style of **OKDREAM ALLIANCE SOLUTIONS LLP**

NAME, ADDRESS AND SIGNATURE OF THE FIRST PARTY

1] Signature :



Name : **ABHIJEET SADASHIV PATIL**

Address : 101 TULJAI COLONY TIGER GYM THERGAON PUNE
CHINCHWADGAON PUNE 411033

NAME, ADDRESS AND SIGNATURE OF THE SECOND PARTY

2] Signature :



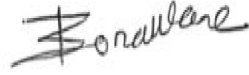
Name : **ATUL TANAJI PATIL**

Address : KAMERI WALWA SANGLI 415403

WITNESSES:

NAME, ADDRESS AND SIGNATURE OF WITNESSES:

1] Signature :



Name : **RAHUL SONAWANE**

Address : OFFICE NO.02, 1314, THIRD FLOOR, SUKRUT APT. OPP.
BHARAT NATYA MANDIR, SADASHIV PETH, PUNE-411030

OCCUPATION:- PROFESSIONAL

2] Signature :



Name : **TEJAS WAGH**

Address : OFFICE NO.02, 1314, THIRD FLOOR, SUKRUT APT. OPP.
BHARAT NATYA MANDIR, SADASHIV PETH, PUNE-411030.

OCCUPATION:- PROFESSIONAL

Schedule I

Main object of the LLP

1. To carry on the business of direct selling, marketing, distribution, import, export, trading, and dealing in all kinds of products including but not limited to health care products, wellness products, dietary supplements, herbal and nutraceutical products; agricultural products including seeds, fertilizers, organic produce, farming inputs, and agro-based goods; cosmetic and personal care products including beauty, skincare, haircare, and hygiene products; and to establish, operate, and manage a network-based marketing or direct selling business model.
2. To undertake the business of e-commerce and online trading through digital platforms, mobile applications, websites, and marketplaces for all kinds of permissible and need-based products including consumer goods, household items, lifestyle products, and general merchandise.
3. To act as manufacturers, processors, assemblers, buyers, sellers, resellers, distributors, stockists, agents, franchisees, service providers, or otherwise deal in all kinds of goods and services as may be permitted under applicable laws.
4. To develop, operate, and manage online portals, e-commerce platforms, supply chain systems, and logistics support for facilitating trade, marketing, and distribution of products in India and abroad.
5. To promote, establish, and support direct selling agents, distributors, independent representatives, and marketing networks for the sale and promotion of products and services.
6. To carry on the business of buying, selling, trading, distributing, and dealing in vegetables, fruits, groceries, food products, and daily essential items, and to provide home delivery services through offline and online platforms including e-commerce for customers.





SCHEDULE II

MATTERS TO BE APPROVED MUTUALLY BY ALL PARTNERS:

- (a) Change of name of LLP
- (b) Change of Registered office outside the local limits of city, town or village.
- (c) Change of Designated Partner
- (d) Delegation of powers to the Designated Partners
- (e) Dissolution of LLP
- (f) Sale, transfer, assign, mortgage or in any manner relinquish rights in the whole or substantial portion of any project of LLP
- (g) Admission of any new person as Partner in LLP or Cessation of any partner
- (h) Sale or transfer of its rights, interest, obligations, shares etc in the LLP by any partner to any person
- (i) To borrow money, provide securities or give guarantees for the purpose of business of LLP.
- (j) Appointment of auditors on voluntary basis or if otherwise required by the Act or rules made there under and to fix their remuneration.
- (k) Appointment of Practicing Company Secretary or any other consultant and to fix of their remuneration
- (l) Approval of the project strategy, planning, sales strategy, selling prices, budgets, borrowings, disbursement of funds to Partners and advances or investments out of the funds of LLP.
- (m) To carry on any business other than the business started in Schedule I herein as main object of this LLP.

