18/2026-27/89/2020/955

भारत INDIA
500 रुपये
FIVE HUNDRED RUPEES
SPECIAL ADHESIVE

कोषाधिकारी राज...
नॉन ज्यूडिशियल

NOTARY
SARWAR KHAN
JHOTWARA, JAIPUR
Reg No. 11743
Exp. Dt. 5/11/2026
GOVT. OF INDIA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") made ondated07th August, 2026 (the "Effective Date"), by and between

ERECH TRADE API LLP, having Registered Office KHATIYON KA MOHALLA WARD NO. 14, PAOTA TEH PAOTA KOTPUTLI BEHROR, PAOTA (JAIPUR), JAIPUR, RAJASTHAN, INDIA, 303106;(First Part)

And

Mr. Rahul Khandelwal (DIN: 09078842) S/o. Ashok Kumar Khandelwal resident at H. No. 611, Nayi Basti, Jaipur, rajasthan-303106, India

Ms. ANKITA VERMA (DIN: 11786946) D/o. Mr. Jagdish Kumar Shrivastava resident at Kumar Verma, wing B H No. 2, Shiva Fortune City, Adarsh Colony, Jagmohandas, Ward No 11, Katni, Madhya Pradesh-483501, India

individually referred to as "Party", and collectively "the Parties."; Second Part.

M/s. CITY PULSE MULTIVENTURES LIMITED having registered office at 401, 4th Floor, Sachet 1, Swastik Cross Road, Navrangpura, Ahmedabad, Ahmedabad, Gujarat, India, 380009 (THIRD PARTor incoming partner)

WHEREAS, the Parties desire to enter into an agreement with**ERECH TRADE API LLP**and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavour;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

The Parties agrees as follows:

1. The partied shall infuse fund of as per **Annexure I** and also invest the funds as allowed according to LLP agreement.
2. The Parties shall work together in a cooperative and coordinated effort tofulfilment of the purpose of the MOU.
3. This Agreement is legal and binding between the Parties as stated above.
4. This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner in the support of an effective and efficient partnership to establish and maintain the objectives

For ERECH TRADE API LLP
Designated Partner

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03 SEP 2026

For ERECH TRADE API LLP
Designated Partner

4. This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner in the support of an effective and efficient partnership to establish and maintain objectives.

5. Any addition, removal and resignation of designated partner / partner only with the consent of all the designated partners in writing and on such terms and conditions as may be mutually agreed.

6. The designated partners/partners are entitled to share profit or bear the loss as per the fund brought into the LLP by the partners.

7. 11. All taxes, duties, levies, cess, fees, penalties, interest and other statutory or governmental liabilities arising out of or in connection with the business and affairs of the LLP, including liabilities payable to the Income Tax Department, GST authorities, MCA/ROC, and any other Central Government, State Government, local authority or statutory/regulatory authority, shall be the liability and responsibility of the LLP and, to the extent provided under applicable law, the Designated Partner(s) responsible for the relevant statutory compliance.

8. CITY PULSE MULTIVENTURES LIMITED, Partner shall not be personally or individually liable for any such liability, tax, duty, penalty, interest or other statutory dues of the LLP merely by reason of being a Partner of the LLP for past, present and future compliances

9. ERECH TRADE API LLP shall retain and continue all its existing business activities, API operations, customers, contracts, assets, technology, banking arrangements, receivables, payables, licences, records and other business arrangements existing as on the Effective Date. The proposed association with the Incoming Partner shall not, by itself, require any interruption, transfer, restructuring or discontinuation of such existing business or API operations. The existing business of ERECH TRADE API LLP shall remain intact and shall continue in the ordinary course unless otherwise mutually agreed in writing.

10. The Parties acknowledge and agree that updating the constitution, partner details, records, registrations and other related particulars with MCA/ROC, GST authorities and other relevant authorities may require a reasonable transition period. The Parties presently contemplate that such transition may take approximately 1–2 years, subject to applicable law, statutory requirements and the requirements of the relevant authorities. During such transition period, ERECH TRADE API LLP's existing business and API operations shall continue without disruption.

11. Notwithstanding the time required for MCA/ROC, GST or other statutory/corporate updates, **the agreed economic profit-sharing arrangement shall commence immediately from the Effective Date of this MOU.** The Incoming Partner shall be **entitled to its agreed share of profits arising from the Effective Date**, subject to the terms of this MOU and applicable law.

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For ERECH TRADE API LLP

Designated Partner

For ERECH TRADE API LLP

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12. Any payment, fund infusion or investment proposed to be made by ERECH TRADE API LLP or its existing partners in connection with the proposed transaction shall remain subject to ERECH TRADE API LLP's final written confirmation immediately before the applicable payment becomes due. Execution of this MOU shall not, by itself, make any such payment unconditional or irrevocable.

13. ERECH TRADE API LLP and/or its existing partners shall have the right, at their sole commercial discretion, to decline, suspend or withdraw from the proposed transaction before any applicable payment. ERECH TRADE API LLP's reasonable commercial assessment, the prevailing market conditions, valuation or financial position make the proposed transaction commercially undesirable or materially different from the basis on which this MOU was entered into.

14. In such event, ERECH TRADE API LLP and/or its existing partners shall not be obligated to proceed with the payment or transaction, and no penalty, damages, forfeiture or compensation shall be payable merely because of such decision, subject to applicable law and any obligations expressly accrued before withdrawal.

15. Until the applicable payment is actually made and ERECH TRADE API LLP gives its final written confirmation to proceed, the proposed investment/payment shall be treated as conditional. The Incoming Partner shall not claim that this MOU alone creates an unconditional right to receive funds, shares, assets or any other consideration from ERECH TRADE API LLP or its existing partners.

16. The Incoming Partner acknowledges that the existing business, operations and arrangements of ERECH TRADE API LLP shall continue during the transition period. Nothing in this MOU shall be interpreted as requiring ERECH TRADE API LLP to discontinue, segregate, transfer or restructure its pre-existing API business or other operations merely because the Incoming Partner is being associated with the LLP.

17. Nothing in this MOU shall require or permit any Party to delay, avoid or waive any filing, disclosure, registration or compliance that is mandatorily required under applicable law within a prescribed period. The Parties shall cooperate in completing the necessary MCA/ROC, GST and other statutory updates in accordance with applicable law while preserving continuity of ERECH TRADE API LLP's existing business operations.

18. Remaining terms and conditions will be according to LLP Agreement/Supplementary Agreement of the LLP.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

For ERECH TRADE API LLP

Designated Partner

For and on behalf of ERECH TRADE API LLP

For ERECH TRADE API LLP

Designated Partner

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Rahul Khandelwal Ankita Verma
Designated Partner Designated Partner
DPIN:09078842 DPIN: 11786946

CITY PULSE MULTIVENTURES LTD.

CITY PULSE MULTIVENTURES LIMITED
Through its authorized representative Mr. Arpit Rajnikant Mehta)
DIRECTOR
New Partner

WITNESS - I

Name: ____________________

Address: ____________________

____

Signature: ____________________

WITNESS - II

Name: ____________________

Address: ____________________

____

Signature: ____________________

Annexure I

Sr. No.	Name of the Partner	Amount of investment (in INR Rupees)	Profit & Loss (as per Investment)
	Mr. Rahul Khandelwal		1%
2	Ms. Ankita Verma		1%
3	M/s. City Pulse Multiplex Limited	40013065	98%
	Total		100.00

For ERECH TRADE API LLP

Designated Partner

For ERECH TRADE API LLP

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