

Joint Venture Agreement

This Joint Venture Agreement (the "Agreement") is entered into on 15 July 2023, between RAAH-E-DEEN ENGINEERING, located at Mohlanwal opposite telephone exchange maraca Multan Road Lahore, hereinafter referred to as "RAAH-E-DEEN ENGINEERING," and Mukyas Energy Solutions, located at 125-D Military Accounts Society Lahore, hereinafter referred to as "Mukyas."

1. Purpose: The purpose of this joint venture is to collaborate on the manufacture, supply, sale, service, and payment collection of generators (the "Products").

2. Responsibilities:

a. RAAH-E-DEEN ENGINEERING: RAAH-E-DEEN ENGINEERING shall be responsible for the manufacture and supply of the generators, ensuring their quality and timely delivery.

b. Mukyas: Mukyas shall be responsible for the sale, service, and payment collection of the generators, ensuring customer satisfaction and efficient financial operations.

3. Profit and Loss Distribution: The net profits and losses generated by the joint venture shall be distributed between RAAH-E-DEEN ENGINEERING and Mukyas in the following manner:

- Profit shall be calculated as sale price less (cost of product sold plus any other expense in sale of product).
- Profit sharing will decide on case-to-case basis.

4. Term: The joint venture shall commence on 15 July 2023 and shall continue until 14 July 2025, unless terminated earlier in accordance with the provisions of this Agreement.

5. Termination: This Agreement may be terminated:

a. By mutual written agreement of both parties.

b. In the event of a breach of this Agreement by either party, subject to a cure period and other applicable remedies.

c. If circumstances arise that render the joint venture impracticable or commercially unviable.

6. Confidentiality: Both parties shall maintain the confidentiality of any proprietary or sensitive information shared during the course of the joint venture.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Govt. Of Pakistan.

8. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or verbal, relating to the joint venture.

9. Amendments: Any amendments or modifications to this Agreement shall be made in writing and signed by both parties.

In witness whereof, the parties have executed this Joint Venture Agreement as of the date first above written.

[Signatures of RAAH-E-DEEN ENGINEERING] _____

[Signatures of Mukyas Energy Solutions] _____