



महाराष्ट्र MAHARASHTRA

2023

CA 375768



**ICELL ELECTRONICS LLP  
LIMITED LIABILITY PARTNERSHIP AGREEMENT  
(As per Section 23(4) of LLP Act, 2008)**

THIS Agreement of Limited Liability Partnership made at Thane, on **14<sup>th</sup> Day of August, 2023**. This Agreement is made

BETWEEN

**Mrs. ANEELA SABIR SURVE W/o Late SABIR SURE** residing at **FLAT NO- 1502, G WING, 15TH FLOOR, CASA ESTATELA, TALOJA BYPASSROAD, PALAVA CITY, DOMBIVALI EAST, KALYAN, THANE MAHARASHTRA - 421204** hereinafter called 'the Party of the ONE PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **FIRST PART**;

And

**Mrs. AAKEELAH ABDULRAZZAK BALBALE W/o Mr. ABDULRAZZAK BALBALE**, presently residing at, **11/D, REGENCY PARK - A, EDENWOODS, GLADYS ALVARES ROAD, OFF POKHARAN ROAD NO - 2, THANE, MAHARASHTRA - 400610, INDIA** hereinafter called 'the Party of the ONE PART' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

82948

4 AUG 2023

जाडपत्र ९  
फक्त प्रतिज्ञापत्रासाठी

मुद्रांक विक्री बोंदवही अनुक्रमांक ..... दिनांक .....  
विकत घेणाऱ्याचे नांव व पत्ता Icell Electronics LLP  
manpada, राहाती .....  
मुद्रांक विक्रेत्याची पत्ता (सी. डब्ल्यू. रो. मध्ये) .....  
मुद्रांक विक्रीत विभाग : ग्राहक सुविधा केंद्र कोरिया रोड,  
दुकांन नं. १, श्रीराम जयसिंग, पलीपन बाजार, टाणे (परिवज)  
मुद्रांक परवाना क्रमांक : १२०१४१८

(जर कारणासाठी ज्वारी मुद्रांक खरेदी कोला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी कोल्यापासून असा महिन्यात वापरणे बंधनकारक आहे)

मुद्रांक विक्री बोंदवही अनुक्रमांक ८२९४८

दिनांक ४ ऑगस्ट २०२३

मुद्रांक विक्री बोंदवही अनुक्रमांक ८२९४८





महाराष्ट्र MAHARASHTRA

2023

CA 375769



WHEREAS the above mentioned PARTIES have mutually agreed to carry on the following business:

1. To carry on the business of manufacturing, assembling, operating, fabricating, repairing, reconditioning, buying, selling, importing, exporting, distributing or otherwise dealing in electronic goods of every nature and description including circuit breakers, meters, fuses, transformers, swithes & switchgears, electrical panel, distribution boards and boxes, power control centres and to act as consultants, agents, broker, franchiser, job worker, or otherwise to deal in all kinds of power and energy related products, electronics and electrical apparatuses, equipments and electrical engineering instruments.
2. To carry on the business of exporters, importers, traders, dealers and distributors of domestic electrical and audio-visual appliances, like air conditioners, refrigerator, radio, television, electrical fans, electrical fittings, music system including music players, computer operated music system, mixers, grinders, oven, electrical cooking range, flour machinery, cloth and dish washing machines.
3. To carry on business of electrical engineers and manufacture of all kinds of heavy and light electrical machinery and equipments and apparatus for any purpose and to install, sell hire or otherwise deal with the same in any manner whatsoever and to do all incidental acts as are necessary to attain the main objects of the LLP and any other business in any other manner as may be decided by the majority of Partners.

82949

14 AUG 2023

जाडपत्र ९

कवत प्रतिज्ञापत्रासाठी

मुद्रांक विक्री नोंदवही अनुक्रमांक

विकत घेणाऱ्याचे नांव व पत्ता

*ICell Electronics T18*  
*Mangalore*

मुद्रांक विक्रेत्याची सही (ओ. एम्. एल. सं. नं. १२०१०१४)

मुद्रांक विक्रीचे ठिकाण : सार्जसमुदी रस्ता, अण्डा रोडोल्फा सेंटर,  
दुर्गाज नं. १, श्रीराम अपार्टमेंट, वसुधाधन नगर, ठाणे (पश्चिम)

मुद्रांक परवाना क्रमांक : १२०१०१४

(ज्या कारणासाठी ज्याची मुद्रांक खरेदी केल्या त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून सहा महिन्यात वापरणे बंधनकारक आहे.)





4. To carry on the business of manufacture including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all types of automotive components, electrical components, spare parts, products, equipments for all types of two-wheelers, passenger cars, light motor vehicles, multi-utility vehicles, heavy motor vehicles, All Terrain Vehicles (ATVs) and all other types of automobiles.

5. To carry on the business of manufacturing including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all kinds of equipments, machinery apparatus, tools, assemblies, spares, components, jigs, dies, utensils, commodities for manufacturing all types of automotive components and equipments.

6. To carry on the business of manufacturing including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all types of electrical components for home appliance products.

7. To carry on the business of manufacturing including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all types of telecommunication components.

8. To carry on the business of research and development, design, provision of technical assistance and licenses, consulting and otherwise of manufacturing systems including production control and quality control and improvement of production lines relating to above objects.

NOW all Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

Definitions:

1. The Act and the said Act shall mean the Limited Liability Partnership Act, 2008
2. The Rules and the said Rules shall mean the Limited Liability Partnership Rules, 2009.
3. 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.
4. Designated Partners - Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008
5. Partners - Partners are those who are admitted to ICELL ELECTRONICS LLP with the mutual consent of the Designated Partners and include the Designated Partner.
6. Contribution - Contribution means the amount brought in by the Designated partners of LLP. Initial contribution by the Designated partners is Rs. 1,00,000/- (One Lakh Only)
7. Profit Sharing Ratio - Profit Sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP, and is more specifically described in Clause 12 of this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. A Limited Liability Partnership shall be carried on in the name and style of "ICELL ELECTRONICS LLP."

LLP shall have its Registered Office at EDDEN WOOD, CHESNUT PLAZA MAGNOLIA BLDG SHOP NO. 19 Chitalsar Manpada Thane Thane Maharashtra 400607 and/or at such other place or places, as shall be agreed to by the majority of the Partners from time to time.

All the Parties shall be the Designated Partners on the incorporation of LLP.

2. The initial contribution of LLP shall be **Rs 1,00,000/- (Rupees One Lakh Only)** which shall be contributed by the Partners in the following proportions:

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**First Party : 30% i.e. Rs. 30,000/- (Rupees Thirty Thousand Only)**

**Second Party : 70% i.e. Rs. 70,000/- (Rupees Seventy Thousand Only)**

Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.

OR

With the consent of majority of the Partners from time to time

OR

In the ratio of initial contribution.

OR

In the ratio of profit sharing ratio mentioned hereinafter.

3. The LLP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partners.
4. All the Partners are entitled to share profit and losses in the ratio of their respective contribution in the LLP.
5. The voting rights of all the Partners shall be in the ratio of their profit sharing ratio.
6. At the end of each year, if the expenditure incurred as per the final accounts is less than the total receipts the balance may be distributed amongst the parties in the above mentioned ratios after retaining amount for income tax payable and other statutory liabilities payable at that point of time or may be kept as reserves for future expansion of the business.

**7. The business of LLP shall be the**

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2. To carry on the business of exporters, importers, traders, dealers and distributors of domestic electrical and audio-visual appliances, like air conditioners, refrigerator, radio, television, electrical fans, electrical fittings, music system including music players, computer operated music system, mixers, grinders, oven, electrical cooking range, flour machinery, cloth and dish washing machines.

3. To carry on business of electrical engineers and manufacture of all kinds of heavy and light electrical machinery and equipments and apparatus for any purpose and to install, sell hire or otherwise deal with the same in any manner whatsoever. and to do all incidental acts as are necessary to attain the main objects of the LLP and any other business in any other manner as may be decided by the majority of Partners.

4. To carry on the business of manufacture including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all types of automotive components, electrical components, spare parts, products, equipments for all types of two-wheelers, passenger cars, light motor vehicles, multi-utility vehicles, heavy motor vehicles, All Terrain Vehicles (ATVs) and all other types of automobiles.

5. To carry on the business of manufacturing including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and



exporting and otherwise dealing in all kinds of equipments, machinery apparatus, tools, assemblies, spares, components, jigs, dies, utensils, commodities for manufacturing all types of automotive components and equipments.

6. To carry on the business of manufacturing including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all types of electrical components for home appliance products.

7. To carry on the business of manufacturing including production and processing and fabrication and assembling, repairing, alternation, buying, importing, marketing, selling and exporting and otherwise dealing in all types of telecommunication components.

and to do all incidental acts as are necessary to attain the main objects of the LLP and\any other business in any other manner as may be decided by the majority of Partners.

8. The Contribution of a Partner may be tangible, intangible, moveable or immoveable property.
9. Subject to approval of all the partners LLP may call for bringing in additional amount of contribution from the existing partners in their profit sharing ratio, for meeting operational needs, working capital requirements and any other requirements.
10. Such increase in contribution shall be done by amending the LLP Agreement to this effect with the approval of all partners and necessary compliance with all the requirements under the Act and Rules.

**11. Management and Financial Role Clause in LLP Agreement**

**First Party's Role:** The First Party, herein referred to as the "Managing Partner," shall assume the primary responsibility for the day-to-day operations and management of the entire business of the LLP. The Managing Partner shall make decisions regarding operational strategies, business development, employee management, and other related matters. The Managing Partner's decisions shall be in the best interest of the LLP's growth and success.

**Second Party's Role:** The Second Party, shall play a non-active role in the day-to-day operations and management of the LLP. The Sleeping Partner acknowledges and agrees that their primary role is to provide financial support for the expansion and growth of the business.

**Financial Responsibilities:**

**Investment:** The Sleeping Partner shall invest a specified amount of capital into the LLP as agreed upon by both parties. This investment is intended to fund the LLP's expansion initiatives, working capital requirements, and any other financial needs. The Sleeping Partner's investment shall be made in accordance with the terms specified in the LLP Agreement.



**Financial Control:** The Managing Partner shall have the sole authority to handle and manage the financial matters of the LLP. This includes, but is not limited to, financial transactions, banking operations, financial reporting, and maintaining financial records. The Sleeping Partner acknowledges that the Managing Partner's decisions regarding financial matters are binding and shall be respected.

**12. Admission of New Partner**

No Person or Body Corporate may be introduced as a new Partner without the consent of all the existing Partners.

And such incoming Partner shall give his prior consent to act as Partner of LLP.

13. Consequent to admission of new partner the LLP Agreement shall be suitably modified with the consent of all the partners
14. Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than sixty (60) days to the other Partners of his intention to resign/ retire as Partner.
15. On the expiry of the notice period or at an earlier date at the discretion of continuing Partners, the resigning/ retiring Partner shall cease to be a Partner in the LLP.

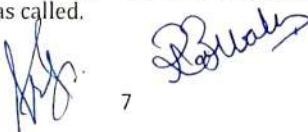
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16. The accounts of the LLP shall be taken as closed on the date of resignation/ retirement/ transfer of partners' rights to other persons/ person other than existing partners, and the amount found due from or payable to the Resigning/ Retiring Partner/ Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/ retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.
17. On the death of the any partner remaining partner agrees to admit within thirty (30) days the Spouse or the Legal Heir as a Partner on the same terms and conditions. In the event of spouse not being alive or not agreeing to be admitted as a partner, the remaining partner agrees to admit within thirty (30) days the children of the deceased partner on the same terms and conditions.
18. Upon the death of any of the Partners herein the heirs, executors and administrators of such deceased Partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased Partner if no one is willing to become partner in LLP from family.
19. No Partner can be expelled by the other Partners or a majority of Partners except in where he / she have been found guilty of carrying on any activity / business of LLP for fraudulent purposes.
20. A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such partner, to be heard.
21. 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 to the capital.
22. 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 the designated partner shall not use the name of the LLP to carry on the said business.
23. Every Partner has a right to have access to and to inspect and copy any books of account / documents, etc. of the LLP.
25. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.
26. Upon insolvency of a Partner his rights, title and interest in LLP shall come to end.
27. Every Partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the Limited Liability Partnership.
28. 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.
29. Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.
30. No Partner shall without the written consent of all the other Partners of LLP:
  - a. Employ any money, goods or effects of LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of LLP.
  - b. Lend money or give credit on behalf of 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 LLP by the Partner incurring the same.
  - c. Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby LLP property or any part thereof may be seized.





- d. Assign, mortgage or charge his or her share in LLP or any asset or property thereof or make any other person a Partner therein.
  - e. Compromise or compound or (except upon payment in full) release or discharge any debt due to LLP except upon the written consent given by all the other Partners.
31. The LLP is not bound by anything done by a Partner in dealing with a person if
- a. the Partner in fact has no authority to act for the LLP in doing a particular act; and
  - b. The person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.
  - c. One or more meetings of the partners of the LLP may be held at any such time and at any such intervals as may be deemed fit by all the partners of the LLP
  - d. All the matters related to LLP as mentioned in this Agreement shall be decided by a resolution passed by all the Partners.
  - e. Any partner holding not less than one-tenth of the paid up value of contribution of LLP singly or jointly with one or more partners of the LLP, may make a requisition for convening and holding a meeting of the Partners of LLP. Such requisition made by the Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionist and be deposited at the office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionist.
32. Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the date of the requisition being deposited at the Office to cause a meeting to be called; on a day not later than 30 (thirty) days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the contribution held by all of them or not less than one-tenth of such of the paid-up value of contribution of the LLP, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of deposit of the requisition as aforesaid.
33. With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.
34. The meeting of Partners shall ordinarily be held at the registered office of LLP or at any other place as per the convenience and agreement of Partners.
35. At any time, any of a partner of LLP, being a body corporate, it shall be deemed to be present, if it is represented by any individual holding a valid letter of authority/ power of attorney/ resolution allowing such individual to represent the body corporate in the meetings of Partners of LLP.
36. A partner of LLP may, by executing a power of attorney or a letter of authority, appoint any individual as his proxy to represent such Partner in his absence, at the meetings of Partners of LLP. If such appointer is a corporation, such power of attorney/ letter of authority shall be under the common seal of such corporation.
37. Such proxy appointed by a Partner may or may not be another partner of LLP, and such proxy letter should be deposited at the registered office of LLP at least 24hrs before the time fixed for the meeting of partners of LLP.
38. Two Partners present in person shall be a quorum for a Meeting of partners of LLP,
39. If, at the expiration of half an hour from the time appointed for a meeting of LLP, a quorum is not present, the meeting of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the majority of Designated Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact, for which the meeting was called.



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40. The majority of the partners may, at any time, elect any person amongst them as a Chairman to chair all or any of the meetings of the Partners of LLP held after his appointment as a Chairman.
41. If the majority of the partners of LLP have not appointed any Chairman or if at any meeting, such Chairman shall not be present within fifteen minutes of the time appointed for holding such meeting then the Partners present shall elect one of their Partners to be the Chairman.
42. No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.
43. The voting for matters discussed at the meetings of Partners shall be by show of hands, unless voting by poll is demanded by the Partners
44. At the meetings of Partners, votes may be given either personally or by proxy. A body corporate, being a Partner of LLP may vote either by a proxy or by a representative duly authorized by a Board resolution/ power of attorney/ letter of authority, and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.
45. Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, whether present in person or by proxy, shall be in proportion to his share of the paid-up contribution of the LLP.
46. A Partner present by proxy shall be entitled to vote only on a poll but not on a show of hands, unless such Partner is a body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.
47. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
48. In the case of any equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the votes to which he may be entitled as a Partner.
49. The Partners may pass the necessary resolutions in writing by way of circulating the resolution in draft together with the necessary documents, relating to the business mentioned in the agreement and such resolutions shall be binding on all the Partners of LLP.
50. On a poll taken at a meeting of Partners of LLP, a Partner entitled to more than one vote, or his proxy, or other person entitled to vote for him as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
51. The Partners shall ensure that all decisions taken by them in meetings are recorded in the minutes within thirty (30) days of taking such decisions and are kept and maintained at the Registered Office of LLP.

**52. Each Partner shall :**

- a. Punctually pay and discharge the separate debts and engagement and indemnify the other Partners and LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
- b. Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the LLP business and affairs and of all transactions, matters and things relating thereto;
- c. Punctually and forthwith account for and pay in LLP all moneys, cheques and other negotiable instruments whatsoever received by him for and on behalf of LLP and shall punctually and forthwith credit or get credited the same in the books of accounts of LLP.
- d. Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of LLP business and they all shall be the Working Partners.





**53. Appointment of Designated Partner.**

The First and Second Party shall act as the Designated Partners of LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.

The partners by majority may appoint, from time to time, any one or more members to be the Designated Partners of LLP, such that the minimum number of Designated Partners does not, at any time, falls below two.

The Designated Partners must be a partner of LLP.

LLP may from time to time, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

**54. Resignation of Designated Partner.**

Any Designated Partner may resign from LLP by giving a notice of 60 days to the LLP.

The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the partners of LLP within a period of 60 days from the date of resignation if the total number of designated partner falls below 2

A Designated Partner may be expelled by giving a notice of thirty (60) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard.

The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all partners of LLP within a period of 3 months from the date of removal.

**55. A Removal of Designated Partner.**

In the event that the first party fails to meet the agreed upon commitments outlined in agreement, then the second party shall have the rights to terminate the partnership with the first party within the LLP Company.

After due diligence & consultation, the second party may introduce a new party into the LLP Company. The new party involvement will be focused on contributing to the attainment of the agreed upon turnover commitment & overall business objective.

Both parties recognize the importance of maintaining a collaborative and results-driven approach throughout this process. It is understood that the intention behind this clause is to ensure the continued growth and success of the LLP company, and both parties shall work diligently to achieve that goal.

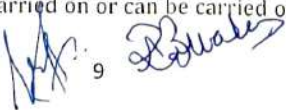
This clause is hereby incorporated into the existing business agreement between the parties and shall be considered an integral part thereof, subject to any applicable legal requirements and considerations. Any amendments or modifications to this clause shall be valid only if executed in writing and agreed upon by both parties.

**56. Powers of Designated Partner.**

The business of LLP shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of LLP.

Provided that the Designated Partners shall not except with the consent of the majority of the Partners:-

- a. sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- b. remit or give time for the repayment of, any debt by a Designated Partner;
- c. invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking as is referred to in Clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;

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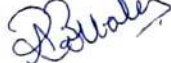
- d. Contribute to Charitable and other funds not directly relating to the business of the LLP or the welfare of its employees any amounts, the aggregate of which will in any financial year without the consent of majority of partners.

Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:

- e. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
  - f. To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.
  - g. To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
  - h. To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the Company and its unpaid contribution for the time being or in such manner as they may think fit.
  - i. To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
  - j. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
  - k. To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
  - l. To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.
  - m. To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realise such investments.
57. To execute in the name and on behalf of the LLP in favor of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
58. To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
59. To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
60. To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex-employees of the LLP and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chaw or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or
61. To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.



62. To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.
63. To comply with requirements of any local law which in their opinion it shall in the interest of the LLP is necessary or expedient to comply with.
64. From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
65. From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
66. At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners thinks fit) be made in favour of the Members of any local board, established as aforesaid or in favour of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.
67. For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.
68. From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants
69. The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of the LLP.
70. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as (the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.
71. All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.
72. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by 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 Limited Liability Partnership Act, 2008.



73. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
74. Remuneration of Designated Partners.  
LLP shall pay such remuneration to each of the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
84. Interest on Capital or Loan – Interest at the rate of 12 per cent per annum on the capital contributed or loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month for the previous month out of the gross profits of the partnership business shall be credited in the respective accounts, and such interest shall be cumulative such that any deficiency in one financial year shall be made up out of the gross profits of any succeeding financial year or years. For this purpose, the financial year shall be the twelve months from the first of April to the thirty-first of March next.
85. 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.
86. The Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Partners previously given.
87. In case any of the Partners of LLP desires to transfer or assign his interest in LLP has he has to offer the same to the remaining Partners by giving 15 days' notice.
88. In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
89. Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.
90. LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of all the Designated Partners. LLP may borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, with the approval of the majority partners of the LLP.
91. In respect of the funds borrowed, LLP may provide as a security, all or any part of the property of the LLP (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.
92. LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.
93. Any borrowings made by the LLP may, at any time, be converted into contribution of LLP and the lender of such funds may be converted into a Partner of LLP, subject to approval of all partners of the LLP.
94. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.



95. The auditors can be appointed with the consent of all the Designated Partners of the LLP.

OR

With the consent of majority of the Designated Partners of the LLP.

96. If the auditors are not appointed by the Designated Partners of the LLP, then the Auditors can be appointed with the consent of all the Partners of the LLP.

OR

With the consent of majority of the Partners of the LLP.

97. The auditors can be removed before the expiry of the term of auditors with the consent of all the Partners of the LLP.

OR

With the consent of majority of the Partners of the LLP.

98. LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him :

a. in the ordinary and proper conduct of the business of the Limited Liability Partnership;  
or

b. in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.

99. The Books of accounts of LLP shall be kept for the reference of all the Partners at the Registered Office of LLP or such other place as agreed by all the Partners.

100. The accounting year of LLP shall be from 1st April of the year to 31<sup>st</sup> March of subsequent year. The first accounting year shall be from the date of commencement of LLP till 31<sup>st</sup> March of the subsequent year.

101. The final accounts of LLP containing the Profit & Loss Account and Balance Sheet shall be made within six (6) months after the 31<sup>st</sup> March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the Accounts except with the consent of all the other Partners.

102. THAT the LLP shall maintain one or more that one bank account with one or more that one bank as may be decided by all the Designated Partners, and such account or accounts shall be operated upon including the power to overdraw any such account, by one of the Designated Partner (First Party) and by one of the authorized person assigned by all the Designated Partners. The LLP may borrow or take such credit facilities, term loans, lease, hire purchase, from such bank (s) or any other financial institution, or any finance company/LLP as may be considered expedient and mutually agreed upon by all the Designated Partners

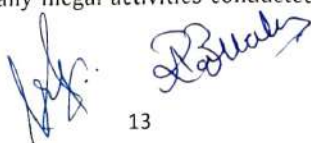
103. Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.

#### **104. Sole Responsibility for Illegal Activities Clause:**

The first party, who shall be responsible for the management of the business, hereby undertakes and warrants that they shall not engage in any illegal activities in the course of business operations. Illegal activities include, but are not limited to, acts of fraud, embezzlement, money laundering, bribery, or any other activities that are prohibited by the applicable laws and regulations.

In the event that any illegal activities are found to be conducted by the first party, the entire responsibility for such actions shall solely rest upon the first party. The business entity, its Designated Partners, and any affiliated parties shall not be held accountable for any consequences arising from the illegal actions of the first party.

Moreover, should the first party's illegal activities lead to legal proceedings, penalties, fines, or damages imposed upon the business entity, the first party shall indemnify and hold harmless the business entity, its Designated Partners, and any affiliated parties from all resulting liabilities. This clause is intended to clarify that the first party, who is responsible for managing the business, will bear the full responsibility for any illegal activities conducted within the scope of business operations



## 105. Miscellaneous Provision


1. All disputes between the partners or between the partner and the LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for Arbitration and Conciliation Act, 1996(26 of 1996).
2. All disputes regarding the partnership firm shall be settled in territorial jurisdiction of Thane

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the Partners of LLP


  
(First Designated Partner)

ANEELA SABIR SURVE

  
(Second Designated Partner)

AAKEELAH ABDULRAZZAK BALBALE

### WITNESS -

Name: Manta Budaf  
Address: Thane  
Signature: 

Name: Uday B Pawar  
Address: Thane  
Signature: 