



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar Maharashtra, Mumbai
Everest , 100 , Marine Drive , Mumbai - 400002, Maharashtra, INDIA

FORM 16

[Refer Section 12(1)(b) of the LLP Act, 2008]

CERTIFICATE OF INCORPORATION

LLP Identification Number: AAC-0489

I hereby certify that VAJIYA ENERCON LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given at Maharashtra this Thirty First day of January Two Thousand Fourteen.

Validity unknown
Digitally signed by REGISTRAR
Date: 2014.01.31 15:33:00
GMT+05:30

Registrar ,Maharashtra, Mumbai

Note: The corresponding form has been approved by SITARAM SHARAN GUPTA,Registrar and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
VAJIYA ENERCON LLP
39, GUNDAVALI, OFF SIR M. V. ROAD,, ANDHERI EAST,
MUMBAI - 400069,
Maharashtra, INDIA



FOR BOI SHAREHOLDING LTD.

(DANIEL DASHA MO)
Authorized Signatory

LIMITED LIABILITY PARTNERSHIP AGREEMENT

This Limited Liability Partnership Agreement (the "LLP Agreement") made and entered on this _____ at Mumbai, India

by and amongst:

1. Mr. Sagar Ashok Sanghavi, Adult Indian resident of Mumbai, hereinafter also known as **Sagar**;
2. Mr. Ashok Jayantilal Sanghavi, Adult Indian resident of Mumbai, hereinafter also known as **Ashok**;

BOI Shareholding Ltd.
Shop No. 3 & 4 Ramharishra CHS.
Shopping Building, Opp. M.A. High School,
S.V. Road, Anand Nagar (West),
Mumbai - 400 057.
D-51STP/VYC/R-1002020511094-98



3. Mrs. Vasantben Jayantilal Sanghavi, Adult Indian resident of Mumbai, hereinafter also known as **Vasantben**;
4. Mrs. Payal Ashok Sanghavi, Adult Indian resident of Mumbai, hereinafter also known as **Payal**;
5. Mr. Umesh Jayantilal Sanghavi, Adult Indian resident of Mumbai, hereinafter also known as **Umesh**;
6. Mrs. Vidhi Sagar Sanghavi, Adult Indian resident of Mumbai, hereinafter also known as **Vidhi**;

SCHEDULE 1
NAME OF PARTNERS

| Sr. No. | NAME OF PARTNER | AGE | ADDRESS |
|---------|------------------------------------|-----|--|
| 1. | Mr. Sagar Ashok Sanghavi | 27 | B/101, Heritage House 79 Gundavali , 2nd cross lane Andheri east Mumbai-400069. |
| 2. | Mr. Ashok Jayantilal Sanghavi | 53 | B/101, Heritage House 79 Gundavali , 2nd cross lane Andheri east Mumbai-400069. |
| 3. | Mrs. Vasantben Jayantilal Sanghavi | 76 | B/101, Heritage House 79 Gundavali , 2nd cross lane Andheri east Mumbai-400069. |
| 4. | Mrs. Payal Ashok Sanghavi | 50 | B/101, Heritage House 79 Gundavali , 2nd cross lane Andheri east Mumbai-400069. |
| 5. | Mr. Umesh Jayantilal Sanghavi | 56 | B/100, Heritage House 79 Gundavali , 2nd cross lane Andheri east Mumbai-400069. |
| 6. | Mrs. Vidhi Sagar Sanghavi | 24 | B/101, Heritage House 79 Gundavali , 2nd cross lane Andheri east Mumbai-400069. |

SCHEDULE 2
NAME OF DESIGNATED PARTNERS

| Sr. No. | NAME OF DESIGNATED PARTNER | DPIN |
|---------|-------------------------------|----------|
| 1. | Mr. Sagar Ashok Sanghavi | 06748221 |
| 2. | Mr. Ashok Jayantilal Sanghavi | 01440011 |

CA

AJS

V.J.S. P.A.S.
VJS PAS

VJS

VJS

SCHEDULE 3
CAPITAL CONTRIBUTION BY PARTNERS

| Sr. No. | NAME OF PARTNER | Cash / Kind | Value ₹ | Percentage |
|---------|------------------------------------|-------------|----------|------------|
| 1. | Mr. Sagar Ashok Sanghavi ✓ | Cash | 25,000 | 25% |
| 2. | Mr. Ashok Jayantilal Sanghavi ✓ | Cash | 5,000 | 5% |
| 3. | Mrs. Vasantben Jayantilal Sanghavi | Cash | 10,000 | 10% |
| 4. | Mrs. Payal Ashok Sanghavi ✓ | Cash | 30,000 | 30% |
| 5. | Mr. Umesh Jayantilal Sanghavi | Cash | 5,000 | 5% |
| 6. | Mrs. Vidhi Sagar Sanghavi ✓ | Cash | 25,000 | 25% |
| | TOTAL | | 1,00,000 | 100 % |

SCHEDULE 4
PROFIT SHARING RATIO

| Sr. No. | NAME OF PARTNER | Percentage |
|---------|------------------------------------|------------|
| 1. | Mr. Sagar Ashok Sanghavi | 25% |
| 2. | Mr. Ashok Jayantilal Sanghavi | 5% |
| 3. | Mrs. Vasantben Jayantilal Sanghavi | 10% |
| 4. | Mrs. Payal Ashok Sanghavi | 30% |
| 5. | Mr. Umesh Jayantilal Sanghavi | 5% |
| 6. | Mrs. Vidhi Sagar Sanghavi | 25% |

SA

AS

V.J.S. P.A.S.

V.S.

P.A.S.

U.S. V.S.

Unless specifically stated to the contrary, any masculine word ("his") or expression shall include feminine ("her") and vice versa and any singular word or expression shall include plural and vice versa.

Article 3

NAME, OBJECTIVES AND FORMATION

3.1 Registered Office

Vajiya Enercon LLP shall have its registered office at 39, Gundavli, Off. Sir M.V. Road, Andheri (E), Mumbai 400069, Maharashtra, India and/or at such other place as may be mutually agreed upon. Upon any change in the registered office address of the LLP, it shall be the duty of the designated Partners of the LLP to notify the same to the Registers in the form and manner as prescribed in the Act and the Rules.

3.2 Business

The nature and purpose of the business to be conducted by 'Vajiya Enercon LLP' is of trading of solar products or to sell solar products after carrying out the process of integration of required components or to act as contractors on EPC (Engineering, Procurement and Construction) mode or to act as a marketing agent or franchisee of such products in the form of Limited Liability Partnership

Term

Vajiya Enercon LLP as constituted under this Agreement shall be deemed to have commenced its business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in this Agreement and as provided under the Act and /or the Rules.

3.3 Incorporation

The incorporated LLP shall be duly organized and continue to validly exist under the laws applicable to it. The LLP, upon its incorporation, shall be qualified to do business and shall have all the requisite powers and authorities to inter alia conduct its business, to own, lease and operate its properties and to execute, deliver and perform this Agreement. The Partners shall complete and deliver such forms as may be required to the registrar and pay all required fees to incorporate the LLP in

accordance with the LLP Act. The certificate of registration of the LLP shall be kept at the registered office of the LLP.

3.4 Common Seal

Vajiya Enercon LLP shall have common seal, as agreed upon by the Partners to be affixed on documents under signature of at least two Designated Partners as authorized by way of a decision taken at the meeting of the Partners.

3.5 Banking operation

The LLP's bank account in the Designated Bank shall be operated by at least two of the Designated Partners or in such manner as may be unanimously decided by all the Partners present in the meeting in which such decision is taken.

Article 4

DESIGNATED PARTNERS

4.1 Designated Partners at the time of incorporation

The Designated Partners shall be nominated and appointed as such by the Partners whose names have been set forth in Schedule 2 to this Agreement. The names of the Designated Partners, as on the date of incorporation, along with their corresponding Designated Partner Identification Number (DPIN) and signatures have been provided in the said Schedule.

4.2 Responsibility of legal compliance

The Designated Partners shall be responsible for doing of all such acts, matters and things as are required to be done by the LLP in respect of compliance with the provisions of the LLP Act, including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act or as specified in this LLP Agreement.

4.3 General role

In addition to their specific role and responsibilities under any Article(s) of this Agreement, the Designated Partners shall be responsible for carrying out the provisions and the purpose(s) of this Agreement.

this Agreement or the rights and obligations there under to another party without the prior written consent of the other Partner.

19.5 Governing law

This Agreement shall be governed by the laws of India which are in force and which may be enacted by the Government of India from time to time.

19.6 Jurisdiction

Subject to the provisions mentioned hereinbefore, competent courts in Mumbai shall have exclusive jurisdiction to adjudicate over matters relating to or arising out of the present Agreement.

| |
|--------------------|
| Interest Amount |
| Penalty |
| Compensation Money |
| Fine |
| Other |
| Interest Per Cent |
| Annual Rate |
| Deposit |
| Total Amount |
| Total |

SA

ADS

V.J.S P.A.S.
VJS PAS

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Q

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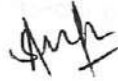
The parties to this Agreement have signed this Agreement on the day and year and at the place mentioned hereinabove.

Signed and delivered by the

1. Mr. Sagar Sanghavi



2. Mr. Ashok Sanghavi



3. Mrs. Vasantben Sanghavi

V. J. Sanghavi

4. Mrs. Payal Sanghavi

P. A. Sanghavi

5. Mr. Umesh Sanghavi



6. Mrs. Vidhi Sanghavi



Witness:

1.
