

Limited Liability Partnership Agreement
(As per Section 23(4) of Limited Liability Partnership Act, 2008)

THIS Limited Liability Partnership Agreement made at Hyderabad on this _____ Day of _____,
2020

BETWEEN

1. Name s/o Name , R/o. full address India, which expression shall, unless it be repugnant to the subject or context thereof, include their nominees and permitted assignees and hereinafter called the “**FIRST PARTY**” and
2. Name s/o Name , R/o. full address, India., which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the “**SECOND PARTY**”

(THE FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS “PARTNERS”)

NOW The PARTNERS are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERE TO AS FOLLOWS:

1. Definitions:

In the interpretation of the terms or conditions of this agreement, unless repugnant to the subject or context:

- a) “**Act**” means The Limited Liability Partnership Act, 2008 or any statutory modification, re-enactment thereof for the time being in force.
- b) “**Affiliates**” means with respect to any Person, any other Person, directly or indirectly Controlling, Controlled by, or under direct or indirect common control with such Person. For the purpose of this definition:
 - (i) “**Control**” means the power to direct the management and policies of an entity whether through the ownership of voting capital, by contract or otherwise, and
- c) “**Books of Accounts**” means books and records relating to:
 - i) particulars of all sums of money received and expended by the limited liability partnership and the matters in respect of which the receipt and expenditure takes place
 - ii) a record of the assets and liabilities of the limited liability partnership;

- iii) statements of cost of goods purchased, inventories, work in- progress, finished goods and cost of goods sold; and
 - iv) any other particulars which the partners may decide.
- d) “**Contribution**” means a share or value of capital which a respective partner brings in the Firm which may be in the form tangible, movable or immovable or intangible property or other benefit given to the LLP as per the Act.
- e) “**Designated Partners**” means any partner Designated as such pursuant to the provisions of the Limited Liability Partnership Act, 2008.
- f) “**Partners**” means any person who becomes a partner in the Firm in accordance with this limited liability partnership agreement
- g) “**Partnership Interest**” *means* contribution and the accumulated profits that are available in respective partners’ account.
- h) “**Person**” *means* any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, limited liability partnership, joint venture, government authority or trust or any other entity or organization.
- i) “**Record**” *means* the base documents, instruments, vouchers, receipts etc basing on which the books of accounts are built up.
- j) “**Relatives**” *means* father, mother, spouse, children, brother and sister.
- k) “**Rules**” *means* Limited Liability Partnership Rules, 2008 or any other rules issued under the Act from time to time.
- l) “**Working day**” *means* any day other than Sunday or Public holiday.
- m) **Interpretations**

In this agreement unless the context otherwise requires:

- (i) The headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (ii) Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (iii) References to an *agreement* or *document* shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to such amendments;

- (iv) No provisions of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof
- (v) Word importing the singular number includes, where the context admits or requires the plural number and vice versa.
- (vi) References to one gender include all genders
- (vii) The various clauses quoted in this agreement shall refer to the relevant sections in the Limited Liability Partnership Act, 2008 as may be applicable.
- (viii) Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in this agreement.

Formation of Limited Liability Partnership

2. The Partners have formed the Limited Liability Partnership (the "Partnership" or "Firm" or "LLP") in the name **Company Name LLP** as per the provisions of the Act and Rules made there under on DD-MM-YYYY vide the Limited Liability Partnership Identification Number **XXX-XXXX**.

Except as herein otherwise expressly provided, the rights and liabilities of the Partners and other provisions shall be as provided in the Act and the Rules made there under.

3. A Limited Liability Partnership shall be carried on in the name and style of **M/s. company name LLP** and hereinafter called as "**Firm**".
4. The Partners shall represent the Firm to all intents and purposes before the government authorities, organizations, corporations, and Persons, Companies in or outside India in connection with the business of the Firm.
5. The **Contribution** of the Firm shall be Rs 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions.

First Party Rs.20,000/- (Rupees Twenty Thousand Only)

Second Party Rs.80,000/- (Rupees Eighty Thousand Only)

Further Contribution, if any, required by the Firm shall be brought in by the partners in their respective profit sharing ratio or as mutually agreed by the partners.

6. The Firm shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners and shall be kept under the custody of **PARTNERS** hereinabove mentioned.

7. That the immovable properties purchased by or on behalf of the Firm shall be clear, marketable and free from all encumbrances.
8. The net profits and losses of the Firm arrived at after providing for payment of remuneration to the designated partners and interest to partners shall be divided in the following proportions:

To the said First Party	20 %
To the said Second Party	80 %

	100%

9. The bankers of the Firm shall be such bank/banks as shall be agreed to, by the majority of the designated partners from time to time.
10. The Firm shall, with the consent of majority of the partners enter into any compromise, arrangement or reconstruction of the Firm as specified under the provisions of the Act.

Registered Office of the Firm

11. The registered office of the Firm shall be in the state of Telangana and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time, by complying with the provisions of the Act.

The address of the Registered Office of the Firm is more specifically described in **Schedule 1** annexed hereinafter.

Further if the Firm intends to change the registered office, the same shall be changed by Designated Partners by giving intimation to other partners, and shall make suitable application(s), document(s) with appropriate authorities and do such acts and deeds to change the name of the Partnership.

Duration of the Firm (Limited Liability Partnership)

12. The Firm shall have perpetual succession. So death, retirement or insolvency of any partner shall not dissolve the Firm.
13. The winding up of the Firm may be either voluntary or by the Tribunal and the Firm so wound up may be dissolved and the Partnership shall be conducted until dissolved as per the provisions of the Act and Rules made there under.
14. The Firm can be wound up with the consent of all the partners subject to the provisions of the Act.

Commencement of Business

15. The business of the Firm pursuant to this Deed shall be deemed to have commenced on the date of execution of this Deed as mentioned herein above.

Books of Accounts & Audit

16. Maintenance:

Proper and complete records of Books of Accounts shall be maintained / kept by the Designated Partners as required to be maintained as per the provisions of the Act in which all the transactions and other matters relating to the business of the Partnership shall be fully and accurately entered.

17. Place of maintenance of Books of Accounts

The books of accounts of the Firm shall be kept at the registered office of the Partnership.

18. Basis of Book Keeping

The Books of Accounts of the Firm shall be kept on cash basis or accrual basis in accordance with the generally accepted accounting principles consistently applied.

19. Financial Year of the Firm

The financial year of the Firm shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of business of the Firm till 31st March of the subsequent year.

20. Inspection

The Books of Accounts shall at all times be open to the inspection and examination by the Partners during reasonable business hours.

21. Audit

Audit is required to be done for every financial year in compliance of provisions of the Act or rules made there under as applicable from time to time.

Designated Partners shall jointly select and appoint an independent practicing Chartered Accountant to render the necessary accounting, taxation and auditing services.

The remuneration of the auditors whether appointed by the Designated Partner or as per the provisions of the Act and Rules made there under shall be fixed by the Designated Partners.

The Audit shall be conducted as per the generally accepted accounting standards and principles applicable in India.

Indemnity Clause

22. The Firm shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
- I. in the ordinary and proper conduct of the business of the limited liability partnership;
or
 - II. in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
23. The Firm 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 Firm, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

Arbitration Clause

24. All disputes between the partners or between the Partner and the Firm arising out in relation to implementation, interpretation of clauses of this agreement which cannot be resolved through mutual discussions among the partners, shall be referred to and resolved by arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

Business Objectives/Purposes of the Firm

- 25.
1. To carry on the business of manpower consultant, advisors and management consultancy to individuals, firms, bodies corporate, societies, undertakings, institutions, associations, government, local authorities for the recruitment of managerial personnel and others relating to the administration, organization, production, storage and marketing sales and management of industry and business and to carry on the business of industrial and business consultants.
 2. To carry on the business of consultancy of supplying of Manpower to different organization, arrange for training of personnel, conduct interviews and placement of selected personnel in and abroad including deployment of foreign personnel.
 3. To promote, establish, manage, undertake Placement and provide Placement offers to the students and others in India and or in any of the countries and to tie-up with leading Placement Consultants in India or abroad in order to carry out the above objects

Extent of Liability of the Firm & the Partners

26. The Firm is not bound by anything done by a partner in dealing with a person if—
- I. the partner in fact has no authority to act for the Firm in doing a particular act; and

- II. the person knows that he has no authority or does not know or believe him to be a partner of the Firm.
27. The Firm is liable if a partner of Firm is liable to any person as a result of a wrongful act or omission on his part in the course of the business of the Firm or with its authority.
28. An obligation of the Firm whether arising in contract or otherwise, shall be solely the obligation of the said Firm.
29. The liabilities of the Firm shall be met out of the property of the said Firm.

Appointment of Designated Partners and their Role

30. The parties to this agreement mentioned above shall act as Designated Partners of the Firm in terms of the requirements of the Act namely:

1. Name
2. Name

Further, the existing partners of the Firm may, from time to time, appoint any new partner, and also can appoint such new partner(s) who is/ are individual as Designated Partners.

31. The Designated Partners shall be responsible for doing all such acts, matters and things as are required to be done by the Firm in respect of compliance of the provisions of the Act, including filing of any document, return, statement and the like report pursuant to the provisions of the Act.
32. The Designated Partners shall be responsible for doing all such acts, matters and things arising out of this agreement.
33. The Designated Partners are entrusted with substantial powers of management of the affairs of the Firm.
34. The Designated Partners shall manage or cause to be managed the affairs of the Partnership in a prudent and efficient manner and shall devote sufficient time and effort to the Partnership affairs not limiting to:
- i. buy goods, things, commodities and merchandise connected with the business of the Firm and to pay and receive moneys in respect thereof;
 - ii. acquire, purchase, own, manage, operate, lease and dispose of any real property and any other property or assets which are necessary in the best interests for conducting the business of the Partnership Firm;
 - iii. construct buildings and make other improvements (including renovations) on or to the properties owned or leased by the Partnership Firm;

- iv.** represent the Firm in all intent and purposes before the government, authorities, organizations, corporations, Persons, Companies in or outside India in connection with the business of the Firm and sign all contracts, agreements, orders, letters, receipts, documents, papers and writings whatsoever and to conclude all contracts and to submit tenders, estimates, quotation, etc. to the prospective customers;
- v.** file applications, communicate, and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting the Partnership Firm's assets;
- vi.** ask, demand, sue for recovery, receive and collect all moneys due and payable to the Firm in connection with its business from any person or persons, company, association, government, including any statutory body or authority and to give valid receipt and discharges thereof;
- vii.** sign all applications and forms required for the licenses, permits, etc. from Central Government, State Government, municipal or other statutory / local authorities as may be necessary or requisite for the purpose of carrying on or developing the business of the Firm;
- viii.** open bank accounts and to operate, draw, accept, endorse, negotiate, pay or satisfy any bill of exchange, promissory notes, cheques, drafts, hundies, orders for payment or delivery of money, securities or goods, bills lading or other negotiable or mercantile instruments or securities which may be deemed necessary or proper for the business of the Firm;
- ix.** to borrow moneys as may be required from time to time for the business of the Firm from any bank by way of overdraft or cash credit account without security or with security by pledge, mortgage or hypothecation of any of the movable or immovable assets of the Firm or by way of drawing hundies, or in any other way on such terms and conditions as the said authority may think fit;
- x.** appoint any employee, accountant, consultants, legal, technical, engineering and financial advisors or agents for the business of the said Firm and to appoint banker or bankers for the Firm and to pay necessary charges for the same or to settle and pay their remuneration and fix conditions of service and to dismiss or discharge them at discretion;
- xi.** compound, compromise, settle, withdraw, adjust, submit to arbitration any claim due to or due by the Firm from or to any person and compromise or withdraw any suit, or other legal proceeding, filed by or against the Firm on such terms and conditions as the said Attorney may think fit or to abandon or waive any claim;
- xii.** enter into any agreement like lease deed, sale deed as shall be required or may be deemed proper for or in relation to all or any of the matters or purposes aforesaid;

- xiii.** maintain such insurance coverage for public liability, fire and casualty, and any and all other insurance for the protection of the Partnership, for the conservation of Partnership assets, or for any other purpose convenient or beneficial to the Partnership business, in such amounts and such types as the Managing Partner shall determine from time to time;
- xiv.** determine whether or not to apply any insurance proceeds for any Property to the restoration of such Property or to distribute the same;
- xv.** meet various statutory compliances under applicable laws, rules and regulations and pay, file promptly all tax returns i.e., Income Tax, Sales Tax, Service Tax and such other taxes, duties, cess etc which are applicable for the business of the Firm or the property of the Firm;
- xvi.** establish Partnership reserves for working capital, capital expenditure, contingent liabilities or any other valid Partnership purpose;
- xvii.** distribute Partnership Firm's cash or other assets in accordance with this Agreement;
- xviii.** and generally to do all acts, deeds and things as may be necessary on behalf of the Firm to all intents and purposes in order to give effect to rights given under above clauses.
- xix.** The Designated Partner shall not be responsible for any misconduct or negligence on the part of any agent appointed by it in good faith.
- xx.** To appoint the auditors of the Firm, after making proper negotiations with the concerned auditor to audit the accounts of the Firm.
- xxi.** To create any depreciation fund, reserve fund, sinking fund, insurance, or any special or other fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Firm or for any other purpose whatsoever conducive to the interest of the Firm.
- xxii.** To conduct studies of technologies developments, undertake systematic market survey and for this purpose, to prepare and get project reports, blue prints, statistical data and other information either with or without foreign collaborations and to disseminate the results of such studies or surveys as the Designated Partners may deem expedient.
- xxiii.** To seek the required foreign collaboration and technical know-how if and when needed.
- xxiv.** To enter into contracts, agreements and arrangements with any other company, limited liability partnership, consultants, contractor, sub-contractor, body or

individual for the carrying out on behalf of the Firm of any of the purposes for which the Firm is formed.

35. The Designated Partners are entitled to such remuneration for rendering their services as may be decided by the majority of the partners.
36. To oppose any proceedings and applications, which may seem calculated, directly or indirectly, prejudice to the interests of the Firm.
37. To refer or agree to refer any claim, demand, dispute or any other question, by or against the Firm, or in which the Firm is interested or concerned, and whether between the and a partner or partners or his or their representatives, or between the Firm and third parties, to arbitration in India or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
38. To lend and advance money or give credit to any person, firm or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Firm and to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any such person, firm or company; to secure or undertake in any way the repayment of money lent or advanced to or the liabilities incurred by any person or company, and otherwise to assist any person or company.
39. Designated Partner shall provide to the other Partners following information/documents:
 - a) audited financial statements for each financial year, within 30 days from the date of completion of the audit,
 - b) any other tax information necessary for the preparation and timely filing of their respective income tax returns, within 10 days from the date of receipt of the request from the respective Partners.

Admission of New Partner

40. The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the Firm.
41. The Contribution of the partner may be tangible, intangible, moveable or immovable property or other benefit to the Firm including money, promissory notes, other agreements to contribute cash or property and contracts for services performed or to be performed.
42. The Profit sharing ratio of the incoming partner shall be in decided by all the partners from time to time.

Rights of Partners

43. All the Partners have the right to conduct the business of the Firm to the extent not restricted by various conditions under this agreement or amendments made from time to time.

44. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said Firm in the proportion of their Contribution.
45. The partners are entitled to an interest on their respective contribution upto a maximum of 12 percent simple interest per annum.
46. Every partner has a right to access the books of the Firm and to inspect them from time to time.
47. 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 Firm shall have no objection thereto provided that the said partner has intimated the said fact to the Firm before the start of the independent business and moreover he shall not use the name of the Firm to carry on the said business.
48. A Partner may lend money to and transact other business with the Firm and has the same rights and obligations with respect to the loan or other transactions as a person who is not a partner.
49. If any partner advances any sum of money to Firm over and above his due contribution to capital, the same shall be a debt due from the Firm to the partner advancing the same and shall carry simple interest upto a maximum rate of 12% per annum as may be decided by the partners unanimously.
50. Each Partner shall be entitled to transfer his partnership interest to any of its Affiliates/ Relatives, after giving prior written notice of atleast 30 days to the other Partners.

Duties of Partners

51. Each Partner shall be just and faithful to the other partners in all transactions relating to the business of the Firm.
52. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
53. Every partner shall account to the Firm any benefit derived by him without the consent of the Firm or of any transaction concerning the Firm, or for any use by him of the property, name or any business connection of the Firm.
54. Every partner shall indemnify the Firm and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the Firm.
55. In case any of the Partners of the Firm desires to transfer or assign his interest or shares in the Firm, he can transfer the same with the consent of all the Partners.
56. Each partner shall—

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the Firm assets against the same and all proceedings, costs, claims and demands in respect thereof.
- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the Firm's business

57. No Partner shall without the written consent of majority of the Partners :-

- Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the Firm.
- 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 the partnership property or any part thereof may be seized.
- Engage directly or indirectly in any business competing with that of the Firm.
- Lend money or give credit on behalf of the Firm 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 Firm by the partner incurring the same.
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the Firm except upon the written consent given by the other partner.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the Firm property may be endangered.

Meetings

58. The meeting of the **Designated Partners** may be called by giving **2 (Two) days** clear notice. In case if any urgent meeting is called the notice requirement is to be rectified by majority of the designated partners.
59. The matters discussed in the Firm meeting shall be decided by a resolution passed by a majority in number of the partners present in person or through authorised representative, and for this purpose, each partner or the authorised representative, as the case may be, shall have one vote (matters to be decided by a resolution passed by a majority in number of the partners are more specifically described in the **Schedule 2** annexed herewith).
60. The matters discussed in the Firm meeting shall be decided by a resolution passed by all partners present in person or through authorised representative, and for this purpose, each partner or the authorised representative, as the case may be, shall have one vote (matters to be decided by a resolution passed by all partners which are more specifically described in the **Schedule 3** annexed herewith).

61. The meeting of the **Partners** may be called by sending **7 (Seven) days** prior notice to all the partners at their residential address or by mail to their respective email Ids provided by the individual Partners in written to the Firm. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. However, the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting. The meeting of Partners shall ordinarily be held at the registered office of the Firm or at any other place as per the convenience of partners.
62. Firm shall ensure that decisions taken by it are recorded in the proper manner within 30 (Thirty) days of taking such decisions and are kept and maintained at the registered office of the Firm or at any such place or places as may be decided by the Designated Partners of the Firm.
63. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

Retirement or Cessation of Existing Partners

64. A Partner shall cease to be a Partner by reason of death, insolvency or by giving a notice in writing for a period of not less than 30 days to the other Partners. And on retirement or cessation of a partner aforesaid, the said partner shall be entitled to receive from the Firm:

1. an amount equal to the capital contribution of the said partner actually made to the Firm,
2. his right to share in the accumulated profits of the Firm,

after the deduction of accumulated losses of the Firm, if any, determined as at the date the said partner ceased to be a partner as per the provisions of the Act. However, upon insolvency of a partner his or her rights, title and interest in the Firm shall come to an end. Upon the death of any of the partners herein, any one of his or her heirs will be admitted as a partner of the Firm in place of such deceased partner. 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.

65. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the Firm.
66. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of Firm with fraudulent purpose.

Miscellaneous

67. Confidentiality

The Partners shall maintain the confidentiality of the terms of this Agreement, provided, that the Partners may deliver or disclose such terms to any governmental authority having jurisdiction over such party to the extent required by applicable law and in any event shall furnish only that portion of the information which is reasonably necessary for the purpose at hand and shall

exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information;

68. Entire Agreement

This agreement, together with the other agreements to be entered into in connection with the Firm as provided hereunder, (a) supersedes any previous agreement, whether written or oral, made or entered into by and among the Parties relating to the matters contemplated hereby, and (b) constitutes the entire agreement by and among the Parties with respect to the subject matter hereof, except as altered in writing by all the Parties hereto.

69. Announcements

None of the Parties shall make any public announcement concerning any of the transactions contemplated in this Agreement without the prior written consent of each of the Partners.

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

Signed and delivered by

For and on behalf of
M/s. company name LLP

**1. Name
(Designated Partner)**

**2. Name
(Designated Partner)**

Witness:

a) Name:

b) Name

Address:

Address:

Signature:

Signature:

SCHEDULE 1

Registered Office of the company name LLP

Full address

SCHEDULE 2

Matters to be decided by a resolution passed by a majority in number of the partners:

1. To take or otherwise acquire and hold shares in any other company/limited liability partnership having objects altogether or in part, similar to those of this Company or carrying on any business capable of being conducted so as directly to benefit the Company.
2. To enter into partnership or into any agreement for sharing profits, union of interest, cooperation joint venture, reciprocal concession or otherwise with any person, corporation, association, local government, company or limited liability partnership carrying on or engaged in or about to carry on or engage in any business or transaction which this Firm is authorised to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit this Firm and to take or otherwise acquire and hold shares or stock in any such company or bodies corporate.
3. To invest the monies of the Firm, not immediately required, upon such securities, properties/ installments as may be determined from time to time.
4. To establish and control agencies and branches of the Firm and for that purpose to employ agents, To support or subscribe or donate to any charitable or other institutions, clubs, societies, funds or projects either directly or indirectly conducive to any of the Firm's business.
5. To expend money in experimenting or testing and in improving or in seeking to improve any patents, rights, inventions; discoveries, process or information, in possession of or which the partners may acquire or propose to acquire on behalf of the Firm.
6. To provide for the welfare of the employees and ex-employees of the company and wives, widows, dependents and families of such persons by granting pensions, gratuities and bonuses and by establishing provident or other funds by providing or subscribing towards places of instruction, recreation and hospitals, dispensaries, medical and other attendance and any other assistance as the partners may think fit.
7. To invest, apply to acquire or otherwise employ moneys belonging to, entrusted to or at the disposal of the Firm upon securities and shares with or without security upon such terms as may be thought proper, and from time-to-time, to every such terms in such manner as the partners may think fit in the interest of the Firm.
8. To establish and maintain any agencies in India or any part of the world for the conduct of the business of the Firm or for the sale of any materials or things for there time being at the disposal of the Firm for sale.
9. To effect any modifications to the Limited Liability Partnership agreement in the manner prescribed by the Act
10. To guarantee the payment or performance of any debts, contracts or obligations, or provide security to any person, firm or company, for any purpose whatsoever, and to act as agents for the

collection, receipt or payment of money, and generally to act as agents for and render services to customers and others, and generally to give guarantees and indemnities.

11. To pay all preliminary expenses of any limited liability partnership or company promoted by the Firm or any limited liability partnership or company in which this Firm is or may contemplate being interested, including any such preliminary expenses, all or any parts of the costs and expenses of owners of any business or property acquired by the Company.
12. To apply for, purchase, or otherwise acquire, and protect prolong and renew in any part of the world any patents, patent rights, brevets, copy-rights, trademarks, formulas, designs, licenses, concessions and the like conferring any exclusive or non- exclusive or limited rights to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Firm and to use, exercise, develop or grant licenses in respect of the same and to expend money in experimenting upon and testing or improving any such patents, inventions or rights.
13. To purchase, take on lease or in exchange mortgage, or otherwise acquire any movable or immovable property and any rights or privileges which the partners may think necessary or convenient for the purposes of business of the Firm.
14. To act as buying and selling agents of any Company, body corporate, limited liability partnership or any other entity, and to do and perform wholly or partly the several duties, services and offices which the managers, buying and selling agents of any company usually do.

SCHEDULE 3

Matters to be decided by all the Partners

1. To shift the Registered Office of the Firm from one state to another state.
2. To wound up the Firm voluntarily.
3. To distribute the Firm's property among the members in specie upon winding up.
4. To receive money as deposits on interest from the partners and to lend with or without security and generally to such partners and on such terms and conditions as may be determined from time to time.
5. To maintain any institutes or residential quarters for the benefit of the Firm or its servants, workmen and others, employed by the Firm.
6. To amalgamate or merge with any other company/limited liability partnership or companies/limited liability partnerships having objects, altogether or in part, similar to those of the Firm.
7. To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any business or organization carrying on any business which the Firm is authorised to carry on or possess, suitable for the purpose of the Firm.
8. To lease, let out on hire, sell or otherwise dispose of the whole or any part of the undertaking of the Firm, or any lands, business property, rights or assets of any kind of the Firm, or any share of interest thereon respectively, in such manner and for such consideration as all the partners of the Firm may think fit.
9. To purchase, take on lease or otherwise acquire, construct and hold any lands, buildings and structures for establishing office and/or institute to carry on the objects of the Firm.
10. To change the name of the Firm as may be decided by the partners.
11. To change in the nature of business of the Firm.
