**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

This Limited Liability Partnership Agreement made at Jaipur this **1st Day of August, 2022**, **BETWEEN**

1. **Mr Jai Kishan Dhanatia**, son of **Mr. Raghunath Dhanatia**, residing **HH/60, MNIT Campus Malviya Nagar - Jaipur, PIN 302017** (hereinafter called the “**First Partner**” which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees) and;
2. **Ms Vazida Parveen Abad Ali Ansari** , daughter of **Mr. Abad Ali Ansari** residing **HH 49/50, Ashiyana Park Gorwa, Vadodara - Gujarat, PIN 390016** (hereinafter called the “**Second Partner**” which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees); and ;
3. **Ms Sulochana Mahawar**, daughter of **Mr. Raghunath Dhanatia**, residing **HH/49, MNIT Campus Malviya Nagar - Jaipur, PIN 302017** (hereinafter called the “**Third Partner**” which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees) and;

**WHEREAS IT IS AGREED** that the parties hereto (hereinafter together called the “**Partners**” collectively, and a “**Partner**” individually) shall become Partners in the business of “**FIT KUTUMB LLP**” with effect from **1st Day of August, 2022** upon the terms and conditions hereinafter contained.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **DEFINITIONS & INTERPRETATIONS**
   1. In this LLP Agreement, the following expressions shall have the meaning assigned to those expressions herein below, unless the contrary is specified or necessarily implied. In addition, certain other expressions may have been defined elsewhere in the LLP Agreement and will have the meaning as provided therein:
2. “**The Act**” shall mean the Limited Liability Partnership Act, 2008 as amended from time to time;
3. “**Business**” shall include every trade, profession, service and occupation carried out by the LLP;
4. “**Contribution**” shall have the meaning assigned to it in Section 32 of the Act and includes, but is not limited, to the following:
5. Tangible property;
6. Intangible property;
7. Movable Property;
8. Immovable Property;
9. Other benefits brought in to the LLP such as money, promissory notes, other agreements to contribute cash or property, and contracts for services performed or to be performed;
10. “**Designated Partners**” means any Partner designated as such pursuant to section 7 of the act.
11. “**Effective Date**”shall mean **1st Day of August, 2022;**
12. “**Limited Liability Partnership**” or “**LLP**” means BOOST UP IT HUB TECHNOLOGIES LLP, a limited liability partnership formed and registered under the Act;
13. “**Limited liability Partnership Agreement**” or “**LLP Agreement**”means this written agreement entered into between the Partners of the LLP, including any amendments hereto, determining the mutual rights and duties of the Partners and their rights and duties in relation to the LLP;
14. “**Partner**” in relation to the LLP, means any person who becomes a partner in the LLP in accordance with the LLP Agreement;
15. “**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 8 of this LLP Agreement; and
16. “**The Rules**” shall mean any rules, regulations, notifications or directions issued under the Act, including but not limited to the Limited Liability Partnership Rules, 2009.
    1. The provisions of the First Schedule of the Act shall not be applicable to the LLP.

* 1. **Interpretation**

In this LLP Agreement unless the context otherwise requires:

1. Words in the singular include the plural and vice versa;
2. Any pronoun includes the corresponding masculine, feminine and neuter forms;
3. The words “include”, “includes” and “including” or other words of similar import, shall be deemed to be followed by the phrase “without limitation” and references to “other” and “otherwise” shall not be construed with reference to the words that went before where a wider construction is possible;
4. All references to an Article, Clause or paragraph shall be deemed to be references to the relevant Article, Clause or paragraph of the LLP Agreement;
5. References to a law, rule, regulation or such other provision, includes the law, rule, regulation or such other provision as may be in force from time to time and at the relevant time;
6. References to any agreement or other document include such agreement or other document as amended, supplemented, modified, or replaced;
7. References to writing include references to typewriting, printing, lithography, photography, electronic communications and any other modes of representing or reproducing words in a legible and non-transitory form;
8. References to the ‘Designated Partner’, ‘Partner’ and ‘person’ include references to any committee or person to whom they have properly delegated the relevant function, power, right or discretion;
9. The obligations set forth in this LLP Agreement, or in any regulations framed by the Partners from time to time, shall be in addition to and not in lieu of any other obligations undertaken by the Partners; and
10. Where the applicable law contains any provision that restricts or regulates the LLP undertaking any activity, the powers of the LLP or the Partners as contained herein will be read subject to compliance with such law.
11. **NAME** **AND STYLE**
    1. The Limited Liability Partnership shall be carried on in the name and style of “ **FIT KUTUMB LLP**” or such other name as the Partners may, from time to time, unanimously agree upon.
12. **REGISTERED OFFICE**

The LLP shall have its registered office at **HH/49, MNIT CAMPUS MALVIYA NAGAR - JAIPUR, RAJASTHAN, 302017 , INDIA** or at such other place or places, as shall be agreed to by all the Partners from time to time.

1. **DURATION**

The LLP shall carry on its business as a going concern for an indefinite period and shall continue its operations unless and until wound up or dissolved in accordance with the law or until this LLP Agreement is terminated as per the instruction of the Partners. LLP shall have perpetual succession wherein death, retirement or insolvency of any Partner shall not dissolve the LLP.

1. **PARTNERS & DESIGNATED PARTNERS**
   1. The following shall be the Partners of the LLP:
2. Jai Kishan Dhanatia
3. Vazida Parveen Abad Ali Ansari; and
4. Sulochana Mahawar
   1. The following shall be the Designated Partners of the LLP:
5. Jai Kishan Dhanatia
6. Vazida Parveen Abad Ali Ansari; and
7. Sulochana Mahawar
8. **BUSINESS** 
   1. The business of the LLP shall be as follows:
9. To carry on the business of Software developer, Application developer, including the business of producing, buying and selling software products or software services and other technical or non-technical consultants and in particular to prepare Projects, and providing developer services and charge fees for such, whether in India or abroad.
10. To carry out Computer related activities including research and development activities in relation to the objects sited above, to collect information and data and submit reports on feasibility of new projects and/or improvements to and/or expansion of existing projects, to diagnose operational difficulties and weaknesses and suggest remedial measures to improve and modernize existing projects, undertakings and businesses.
11. To carry out the activities related to run websites and social media platforms, gaming platforms, using special softwares, and all other activities related to software and hardware.
12. **CAPITAL CONTRIBUTION** 
    1. The initial Contribution in the LLP of all the Partners will be **INR 10,000** (Indian Rupees Ten Thousand Only), which shall be contributed by the Partners in the following proportions:

| **S. No.** | **Name of Partners** | **Amount of Contribution (INR)** |
| --- | --- | --- |
|  | Mr. Jai Kishan Dhanatia | 7500 |
|  | Ms. Vazida Parveen Abad Ali Ansari | 1500 |
| 3. | Ms. Sulochana Mahawar | 1000 |
| **TOTAL** | | **10,000** |

* 1. Further Contribution(s), as and when required by the LLP, shall be brought by the Partners as per their mutual discussions.
  2. Subject to the Act and Rules, liability of each Partner shall be limited to the extent of Contribution made by each of them and the Partners shall not be personally liable for any debts or other liabilities of the LLP.

1. **PROFIT SHARING RATIO**
   1. The net profit of the LLP, arrived at after providing for all relevant expenses in accordance with the Act and Rules shall be divided in the following proportions:

| **S. No.** | **Name of Partners** | **Ratio (%)** |
| --- | --- | --- |
|  | Mr. Jai Kishan Dhanatia | **75%** |
|  | Ms. Vazida Parveen Abad Ali Ansari | **15%** |
| 3. | Ms. Sulochana Mahawar | **10%** |
| **TOTAL** | | **100 %** |

* 1. The losses of the LLP, if any, shall be borne by the Partners as per the ratio mentioned in clause 8.1.

1. **VOTING RIGHTS AND DECISION MAKING**
   1. Notwithstanding anything written elsewhere in this LLP Agreement, the Partners shall decide all matters (including but not limited to matters listed out in **Schedule I** hereto) through obtaining consent of all the Partners, which decision will be binding on all the Partners.
2. **ADMISSION OF PARTNERS**
   1. A new Partner will be introduced only with the consent of the majority Partner and such consent shall be recorded in writing.
   2. Such incoming Partner shall give his prior consent to act as Partner of the LLP.
   3. The Contribution of the incoming Partner may be tangible, intangible, moveable or immoveable property.
   4. The Profit Sharing Ratio of the incoming Partner will be in proportion to his Contribution towards the LLP or in such other ratio as may be mandated by the majority Partners.
3. **RIGHTS, DUTIES, LIABILITIES AND INDEMNITIES OF PARTNERS AND DESIGNATED PARTNERS**
   1. **Rights of Partners**
4. The Partners shall have all rights, title and interest in all the assets and properties of the LLP.
5. Every Partner of the LLP shall, for the purpose of the business of the LLP, act as an agent of the LLP and not of the other Partners.
6. Every Partner has a right to access and to inspect and copy any books of the LLP.
7. Each of the Partners 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 the other Partners and the LLP shall have no objection thereto, provided that (i) the said Partner has intimated the said fact to the LLP before the start of the independent business, (ii) such Partner is not using the name of the LLP to carry on the said business, and (iii) such business is not similar to the Business carried on by the LLP.
   1. **Duties of Partners**
8. All the Partners shall be responsible for handling the day-to-day management and operation of the Business and the LLP.
9. Every Partner shall account to the LLP for any benefit derived by such Partner, without the consent of the First Partner, from any transaction concerning the LLP, or from any use of LLP property.
10. Every Partner shall indemnify the LLP and the other existing Partner for any loss caused to it by his/her fraud in the conduct of the Business.
11. Each Partner shall render true accounts and full information of all things affecting the LLP, to any Partner or his / her legal representatives.
12. No Partner shall without the written consent of the majority Partners, except in ordinary course of Business:
13. Employ any money, goods or effects of the LLP, or pledge the credit thereof, for the benefit of the LLP;
14. Lend money or give credit on behalf of the LLP, or to have any dealings with any persons, company or firm, whom any of the other Partners have, previously in writing, forbidden the LLP to trust or deal with;
15. Enter into any bond or becomes surety or security, with or for any person, or do knowingly, cause or suffer to be done anything, whereby the LLP property or any part thereof may be seized;
16. Assign, mortgage or charge his or her share in the LLP or any asset or property thereof, or make any other person a Partner therein; or
17. Compromise, compound (except upon payment in full), release or discharge any debt due to the LLP except upon the written consent given by the other Partners.

Any loss incurred through any breach of this Clause shall be made good to the LLP by the Partner responsible for the same.

1. Each Partner shall punctually pay and discharge his / her / its own individual debts and indemnify the other Partners and the LLP against any losses suffered arising out of the same, including any and all proceedings, costs, claims and demands in respect thereof.
   1. **Duties of Designated Partners**

Subject to scope of duties of Designated Partners under their respective contractual agreements, the Designated Partners shall be responsible for the following:

1. For acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions including filing of any document, return, statement, report and the like, pursuant to the provisions of applicable laws, including the Act and Rules; and
2. For acts, matters and things as are required to be done according to the LLP Agreement.
   1. **Extent of Liabilities of Partners**
3. The Partners will not be personally liable, directly or indirectly for any obligation solely by reason of being a Partner of the LLP. However, such Partner shall be personally liable in the event of any wrongful act, fraud or misrepresentation or gross negligence.
4. If any act is carried out by the Partners to defraud the creditors or for any fraudulent purposes, the liability of the Partners who acted with an intent to defraud the creditors or for any fraudulent purposes shall be unlimited for all or any of the debts or other liabilities of the LLP.
5. The Partner shall not be personally liable for the wrongful act or omission of any other Partner of the LLP.
   1. **Indemnities by Partners**

Every Partner will indemnify the LLP and the other existing Partners for any loss incurred by the LLP / other Partner(s) due to gross negligence, fraud or misrepresentation committed by such Partner, while conducting the Business.

1. **LIABILITIES AND INDEMNITIES OF LLP**
   1. **Extent of Liabilities of LLP**
2. The LLP is not bound by anything done by a Partner in dealing with a person if:
3. the Partner in fact has no authority to act for the LLP in doing a particular act; and
4. the person knows that he has no authority or does not know or believe him to be a Partner of the LLP.
5. The obligations of the LLP shall be solely the obligations of the LLP and shall be met out of the property of the LLP.
   1. **Indemnity by the LLP**
6. The 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 the LLP, except for the gross negligence, fraud, misrepresentation or other willful misconduct of the Partner or officer seeking indemnification.
7. The LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him:
8. In the ordinary and proper conduct of the Business;
9. In or about anything necessarily done for the preservation of the Business or property of the LLP; or
10. In the course of discharge of their duties and responsibilities towards the LLP.
11. **ACCOUNTING** **YEAR**

The accounting year of the LLP 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 the LLP till 31st March of the subsequent year.

1. **BOOKS OF ACCOUNTS**

The books of accounts of the firm shall be kept at the registered office of the LLP for the reference of all the Partners or any other place with the consent of all the partners.

1. **AUDIT**

The statements of accounts and solvency of the LLP made each year shall be audited by a qualified chartered accountant in practice in accordance with the rules prescribed under Section 34(3) of the Act and Rule 24 of the LLP Rules & Forms, 2008.

1. **BANK ACCOUNT**

It is expressly agreed that the bank account of the LLP shall be opened with any scheduled bank as may be decided by the Partners in writing and shall be operated jointly/severally by either Mr. Jai Kishan Dhanatia or Ms. Vazida Parveen Abad Ali Amsari and such other persons, that the Partners may appoint by writing.

1. **MEETINGS**
   1. **Notice**

The meeting of the Partners may be called by any Partner by sending at least 2 (two) days prior notice to all the Partners at their residential address or by email to the email addresses provided by the Partners, in writing to the LLP. Such meetings may be also be called at shorter notice, if at the majority Partners agree to the same, in writing, at any time before the meeting. Such meetings may be conducted through teleconferencing or any other audio-visual means, as may be agreed to by the Partners.

* 1. **Place** **of meeting**

The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of Partners.

* 1. **Proxy**

A Partner 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. Such proxy appointed by a Partner may or may not be another Partner of the LLP. Such power of attorney or letter of authority should be circulated to the remaining Partners at any time before the time fixed for the meeting of Partners.

* 1. **Quorum for meetings**

A minimum of 2 Partners or 1/3 of the total Partners, whichever is higher, shall be valid quorum for a meeting of Partners.

* 1. **Voting**

Notwithstanding anything written elsewhere in this LLP Agreement, the majority Partners shall decide all matters (including but not limited to matters listed out in **Schedule I** hereto) in written, which decision will be binding on all the Partners.

1. **RECORDING OF DECISIONS**

The decisions taken during the meetings shall be recorded in the minute book within 30 (thirty) days of taking such decisions and shall be kept and maintained at the registered office of the LLP.

1. **REMUNERATION OF PARTNERS**

Executive Partners shall be paid remuneration, as per the mutual discussion, for work executed in the normal course of business.

1. **CESSATION OF EXISTING PARTNERS**
   1. A Partner may retire or resign from the LLP by giving a notice in writing, of not less than 30 (thirty) days to the other Partners of his / her intention to retire or resign as Partner. It is clarified that in the event such resignation or retirement of a Partner reduces the number of Designated Partners of the LLP such that the LLP does not have at least 2 (two) Designated Partners, one of whom is an Indian resident, then the notice mentioned herein shall not take effect until the remaining Partners have appointed a new Designated Partner to fill the vacancy to be created by the said notice.
   2. A Partner may be deemed to cease as a Partner of the LLP:
2. upon the death of the said Partner;
3. upon dissolution of the LLP;
4. if the said Partner becomes or is adjudged bankrupt or insolvent by a competent court or authority or makes any arrangement with the creditors;
5. if the said Partner is physically or mentally incapacitated to perform his duties and obligations herein, as duly certified by a qualified medical practitioner; or
6. Upon termination of the contractual agreement referred to in Clause 11.5(c).
   1. On retirement / resignation of a Partner other than the Designated Partners, the retiring Partner shall be entitled to full payment in respect of all his rights, title and interest in the Partner as herein provided:
7. an amount equal to the Contribution actually made by him to the LLP; and
8. his right of share in the accumulated profits of the LLP after deduction of accumulated losses of the LLP, determined as at the date the Partner ceased to be a Partner.
   1. Upon insolvency of a Partner, his or her rights, title and interest in the LLP shall come to an end.
   2. Upon the death of any of the Partners herein, such Partner’s legal heirs will be admitted as a Partner of the LLP in place of such deceased Partner on same terms and conditions. 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 as in the case of retiring Partner.
   3. On the death of any Partner, if his or her heir opts not to become the Partner, the surviving Partners shall settle and pay any dues payable to such former Partner or his / her heirs, and shall have the right to admit any person as a Partner on such terms and conditions as may be mutually agreed between incoming and existing Partners. Existing Partners shall have the option to purchase the Contribution of the deceased Partner in the LLP.
   4. The majority of Partners cannot expel any Partner except in the situation where any Partner has been found guilty of carrying of activity / business of LLP with fraudulent purpose, illegal or wrongful act or conduct in violation of laws in India.
9. **TRANSFER OR ASSIGNMENT OF CONTRIBUTION BY PARTNER**
   1. The outgoing partner shall give notice to transfer or assign interest or contribution to remaining Partner if:

* the Partner is disqualified from being a Partner or an order disqualifying him for appointment as a partner has been passed by a court or Tribunal and the order is in force
* the Partner is an undischarged insolvent
* the Partner is unable to conduct business due to personal reason
* the Partner is not keen to act as designated partner

The outgoing Partner would transfer the interest in the LLP to the remaining Partner by Net Asset Value (‘NAV’) method. No further claim of minority partner would be admissible or charged against the LLP or remaining Partners. The outgoing Partner shall give notice of such intention to transfer or assign interest or contribution to the majority / remaining Partners. Such transfer or assignment shall then be made within a period of 30 (thirty) days from the date of such notice, provided that the majority of the remaining Partner expressly consent to such transfer or assignment, which consent shall not be unreasonably withheld or delayed.

The Partners confirms that the majority Partner(s) has a right to require the minority Partner(s) and vice versa, to sell/transfer/assign their contribution, in case there is a takeover offer. However, the minority Partner shall sell/transfer/assign the contribution on the same terms and conditions, as available to the majority Partner(s).

1. **Exclusion of assignments under Regulated Professions**

The LLP is engaged in general corporate consulting services as defined in Article 6 above and would not render any service which by law is required to be rendered by qualified professionals under specific regulation or act, for the time being in force. It is stated here for the clarity, that whenever any assignment, which is regulated or forms part of a regulated profession such as:

* Institute of Chartered Accountant of India;
* Institute of Companies Secretaries of India;
* Institute of Cost Accountant of India;
* Insolvency and Bankruptcy Code of India;
* Bar Council of India

is offered or proposed to the LLP or its Partners, such assignments if requiring professional engagement or attestation, such engagement shall be excluded from the business of the LLP and by law is required to be conducted and billed through the respective professional Partners who are duly registered and licensed or through the licensed entity of the relevant partner.

1. **WINDING UP**

The LLP may be wound-up by passing a resolution to this effect, after obtaining the consent of all the Partners in this regard, and subject to the provisions of applicable laws including the Act and Rules.

1. **MISCELLANEOUS**
   1. Governing Law: This LLP Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. The Courts at Rajasthan shall have exclusive jurisdiction in respect of all matters relating to or arising out of this LLP Agreement.

* 1. Dispute Resolution: All disputes between the Partners or between the Partner(s) and the LLP arising out of , or relating to or under this LLP Agreement which cannot be resolved in terms of this LLP Agreement, including any dispute with respect to the existence or validity of this LLP Agreement, the interpretation hereof, the performance of the obligations hereunder, or the breach or alleged breach of this LLP Agreement or any part thereof, shall, if unresolved by good faith discussions between the disputing parties, be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996. Each disputing party shall appoint 1 (one) arbitrator and the two appointed arbitrators shall jointly nominate and appoint a mutually acceptable 3rd (third) arbitrator. The seat and venue of arbitrations shall be Jodhpur, Rajasthan , and such arbitration shall be conducted in English. The arbitral award passed shall be binding on the parties. Lastly, it is agreed that each party shall bear its own costs in relation to the arbitration.
  2. Confidentiality: All information heretofore or hereafter disclosed by a Partner (“**Disclosing Partner**”) to another Partner (“**Receiving Partner**”) or to the LLP in connection with the LLP Agreement shall be kept confidential by the Receiving Partner and shall not be used or disclosed by the Receiving Partner other than for the purpose of the completion of the transactions contemplated herein, save and except where:

1. the disclosure is approved by majority of the Partners;
2. the information is already in the public domain;
3. the disclosure is required by an applicable law or regulatory authority; and
4. the disclosure is reasonably necessary to the relevant Partner’s professional advisers (lawyers, accountants etc.) who shall have given undertakings of strict confidentiality.

Each Receiving Partner shall promptly notify the remaining Partners of any unauthorized use or disclosure of confidential information of the LLP.

* 1. Notice: Notices, demands or other communication required or permitted to be given or made under this LLP Agreement shall be in English in writing and be delivered by hand or sent by registered post acknowledgement due or courier or facsimile, addressed / sent to the intended recipient at its address / facsimile number set forth in the Recitals above, or to such other address / facsimile number as the Partners may notify, provided that the Partners undertake to notify the LLP of any change in his name or address within a period of fifteen (15) days of such change.
  2. Alteration or Amendment: No alteration to or amendment or change in this LLP Agreement shall be valid unless it is reduced to writing as a supplement to this LLP Agreement, duly signed by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.
  3. Entire Agreement, Severability and Waiver: The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter. If any part of this LLP Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this LLP Agreement. A failure or a waiver of exercise of any right or power or benefits under this LLP Agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same forever during the term of this LLP Agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this LLP Agreement deemed as a waiver.

[Remainder page left blank intentionally]

**IN WITNESS WHEREOF** the Partners have executed this LLP Agreement on the day and year first hereinabove written. Signed and delivered by the Partners of **FIT KUTUMB LLP**

| Mr Jai Kishan Dhanatia |
| --- |
|  |
| Printed Name:Jai Kishan Dhanatia |
| Title: Designated Partner |
| Place: Jaipur |
| Date: 1st Aug, 2022 |

| Ms Vazida Parveen Abad Ali Ansari |
| --- |
|  |
| Printed Name:Vazida Parveen Abad Ali Ansari |
| Title: Designated Partner |
| Place: Vadodara |
| Date: 1st Aug, 2022 |

| Ms Sulochana Mahawar |
| --- |
|  |
| Printed Name:Sulochana Mahawar |
| Title: Designated Partner |
| Place: Jaipur |
| Date: 1st Aug, 2022 |

| Witness 1 | Witness 2 | Witness 3 |
| --- | --- | --- |
|  |  |  |
| Printed Name: **Jai Kishan Dhanatia** | Printed Name: **Vazida Parveen Abad Ali Ansari** | Printed Name: **Sulochana Mahawar** |
| Place: Jaipur | Place: Vadodara | Place: Jaipur |

[Remainder page left blank intentionally]

**SCHEDULE I**

**MATTERS TO BE DECIDED WITH THE CONSENT OF MAJORITY OF PARTNERS**

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit shall require the affirmative vote of majority of the Partners.

1. Increase or reduction in Contribution;
2. Change in name of LLP;
3. Change in registered office of LLP;
4. Increase / decrease or removal of Partners / Designated Partners or change in working Partners / Designated Partners;
5. Alteration of LLP Agreement;
6. Modification of rights of Partners / Designated Partners;
7. Placing of the LLP in voluntary dissolution or liquidation;
8. Amalgamation or merger of the LLP with other business or LLP;
9. Appropriations of profits;
10. Termination / modification of Lease or License Agreement for the premises / equipment taken on lease by the LLP before the expiration of the term of lease or license;
11. Any sale or lease of the whole or substantial part of the business or undertaking of the LLP;
12. Sale or assignment of goodwill of the LLP; and
13. Opening / closing of bank account and modifying mandate for operation of such account.
14. Appointment of Auditors, Accountants, Legal Advisors, Managers.