

# BRAHMACHAITANYA HEALTHCARE LLP

LLPIN : AAD-8115

REG. ADD: B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE EX. SERVICEMAN COLONY,  
KOTHRUD PUNE MH 411038 IN

EMAIL: [docrahulshukla@yahoo.com](mailto:docrahulshukla@yahoo.com) | CONTACT: 9765407678

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CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS OF BRAHMACHAITANYA HEALTHCARE LLP (LLPIN: AAD-8115) HELD ON WEDNESDAY THE 11<sup>TH</sup> DAY OF AUGUST, 2021 AT THE REGISTERED OFFICE OF THE LLP SITUATED AT B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE EX. SERVICEMAN COLONY, KOTHRUD PUNE MH 411038 IN AT 11.00 A.M.

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## 1. CHANGE IN NAME OF THE LLP:

The Chairman of the meeting informed to the partners that considering the current market scenario and for the betterment of the LLP it is proposed to change the name of LLP. The Chairman expressed a view that the name "SDC DIAGNOSTIC CENTRE LLP" is more appropriate for the LLP. The matter was discussed in detail and following resolution passed in this regard;

"RESOLVED THAT pursuant to section 16 and all other applicable provisions of the Limited Liability Partnership Act, 2008 read with the applicable provisions contained in Agreement of the LLP, the consent of the designated partners be and is hereby accorded for change in the name of LLP from "BRAHMACHAITANYA HEALTHCARE LLP" to "SDC DIAGNOSTIC CENTRE LLP" or such other name as may be approved by the Registrar of Companies, Pune.

RESOLVED FURTHER THAT an application be made to the Registrar of Companies, Pune, for availability of name and to change the name of the LLP.

RESOLVED FURTHER THAT any of the designated partners of the LLP be and is hereby authorized to digitally sign and file necessary forms, documents, copies of resolutions with Registrar of Companies, in accordance with the relevant provisions of the Limited Liability

*Ad. Shukla*

*R. S. Shukla*

# BRAHMACHAITANYA HEALTHCARE LLP

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KOTHRUD PUNE MH 411038 IN

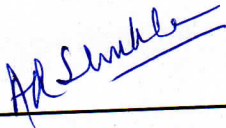
EMAIL: [docrahulshukla@yahoo.com](mailto:docrahulshukla@yahoo.com) | CONTACT: 9765407678

Partnership Act, 2008 and to do all such acts, deeds, things and matters as may be necessary to give effect to above resolution."

//CERTIFIED TRUE COPY//

FOR AND ON BEHALF OF

BRAHMACHAITANYA HEALTHCARE LLP

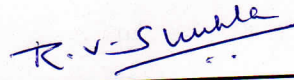


MRS. ADITI RAHUL SHUKLA

DESIGNATED PARTNER

DPIN: 07151211

ADD: FLAT NO. B 207, PHOENIX RIBERENO  
SHIRWAL, TAL.- KHANDALA, SATARA-412801



MR. RAHUL VINAYAK SHUKLA

DESIGNATED PARTNER

DPIN: 07151252

ADD: FLAT NO. B 207, PHOENIX RIBERENO  
SHIRWAL, TAL. KHANDALA, SATARA-412801

DATE : 11/08/2021

PLACE : PUNE

# **BRAHMACHAITANYA HEALTHCARE LLP**

LLPIN : AAD-8115

REG. ADD: B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE EX. SERVICEMAN COLONY,  
KOTHRUD PUNE MH 411038 IN

EMAIL: [docraahulshukla@yahoo.com](mailto:docraahulshukla@yahoo.com) | CONTACT: 9765407678

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To,  
**BRAHMACHAITANYA HEALTHCARE LLP**  
B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE EX. SERVICEMAN COLONY, KOTHRUD  
PUNE MH 411038 IN

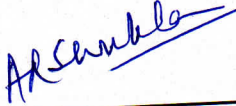
**Sub: Consent to apply for change in name of Limited Liability Partnership**

Dear Sir,

With respect to the subject matter cited above, I **ADITI RAHUL SHUKLA**, Designated Partner of **BRAHMACHAITANYA HEALTHCARE LLP** hereby give my consent that an application shall be moved to the ROC, Pune, to change the name of the LLP to "**SDC DIAGNOSTIC CENTRE LLP**" to carry on its commercial activity in the future and that the LLP shall be known by the proposed name and the name of the LLP be updated in the Register.

Kindly acknowledge the same.

Thanking you,



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**ADITI RAHUL SHUKLA**  
**DESIGNATED PARTNER**  
**DPIN: 07151211**  
**ADD: FLAT NO. B 207, PHOENIX RIBERENO**  
**SHIRWAL, TAL.- KHANDALA, SATARA-412801**

**DATE : 11/08/2021**  
**PLACE : PUNE**

# **BRAHMACHAITANYA HEALTHCARE LLP**

LLPIN : AAD-8115

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KOTHRUD PUNE MH 411038 IN

EMAIL: [docraahulshukla@yahoo.com](mailto:docraahulshukla@yahoo.com) | CONTACT: 9765407678

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To

**BRAHMACHAITANYA HEALTHCARE LLP**

B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE EX. SERVICEMAN COLONY, KOTHRUD  
PUNE MH 411038 IN

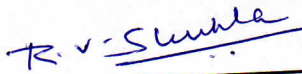
**Sub: Consent to apply for change in name of Limited Liability Partnership**

Dear Sir,

With respect to the subject matter cited above, I **RAHUL VINAYAK SHUKLA**, Designated Partner of **BRAHMACHAITANYA HEALTHCARE LLP** hereby give my consent that an application shall be moved to the ROC, Pune, to change the name of the LLP to "**SDC DIAGNOSTIC CENTRE LLP**" to carry on its commercial activity in the future and that the LLP shall be known by the proposed name and the name of the LLP be updated in the Register.

Kindly acknowledge the same.

Thanking you,



**RAHUL VINAYAK SHUKLA**  
**DESIGNATED PARTNER**

**DPIN: 07151252**

**ADD: FLAT NO. B 207, PHOENIX RIBERENO**  
**SHIRWAL, TAL. KHANDALA, SATARA-412801**

**DATE : 11/08/2021**

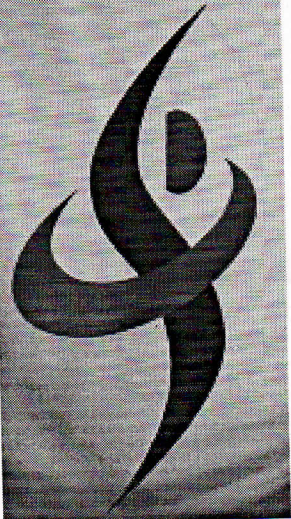
**PLACE : PUNE**

**NO OBJECTION FOR TRADEMARK**

To,  
Registrar of Companies, Pune/ Central Registration Centre

Dear Sir,  
I, RAHUL VINAYAK SHUKLA, am the holder of below mentioned trademarks:

Sr. No.	Particulars	Details
1	Word Mark	SDC Diagnostic Centre
2	Class	44
3	Appl. No.	4275806
4	Appl. Date	27/08/2019
5	Proprietor	RAHUL VINAYAK SHUKLA (Single Firm)
6	Status	Registered (Certificate is annexed)
7	Goods & Services Description	Medical services under class 45

Sr. No.	Particulars	Details
1	Word Mark	SDC
2	Class	44
3	Appl. No.	3639247
4	Appl. Date	20/09/2017
5	Proprietor	RAHUL VINAYAK SHUKLA (Single Firm)
6	Status	Registered (Certificate is annexed)
7	Goods & Services Description	Medical services under class 45
8	Trade Mark Image	

*R. V. Shukla*

Further, I do hereby grant no objection to use the word "SDC"/ "SDC Diagnostic Centre" in the proposed change in name of the LLP from "BRAHMACHAITANYA HEALTHCARE LLP" to "SDC DIAGNOSTIC CENTRE LLP".

Hence, I sincerely request you to consider the same.

*R. V. Shukla*

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**MR. RAHUL VINAYAK SHUKLA**

**Encl: As above**




महाराष्ट्र MAHARASHTRA

T 458911

This stamp is valid only for the purpose mentioned above and is not to be used for any other purpose.

अ. क्र. 452 दि. 23/4/15 मु. नं. 500 1  
 करारनामक LLP Agreement  
 करार मधील करारकर्त्यांचा नाव व पत्ता/वकील  
 लिखाणीचे स्थान  
 प्रथम लिखाणीचे स्थान Brahms Chestnuts Health Care  
 नाव LCP Kothrud Pune  
 दुसरा करारकर्ता व पत्ता  
 दुसरे लिखाणीचे स्थान N. S. Shukla

20 APR. 2015  
 प्रथम लिखाणीचे स्थान  
 कोठारपार पुणे करारनामक

  
 नॉटरी पब्लिक भारत  
 नॉटरी क्र. 2289022  
 14/1/2011 ते 14/1/2016 पुणे-20  
 947-4444444


NOTARY  
 DR. RAJESHMA YADAV  
 2100, Sunnyside Park,  
 Kharavela Colony,  
 Pune 411009  
 MSN No. 2072

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

(Pursuant to the provisions of section 23(4) of the LLP Act 2008)

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT IS ENTERED INTO AND MADE & EXECUTED AT PUNE ON THIS 23<sup>RD</sup> DAY OF APRIL, 2015.

  
 RAHUL VINAYAK SHUKLA

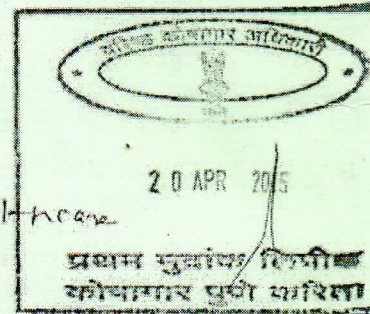
  
 ADITI RAHUL SHUKLA




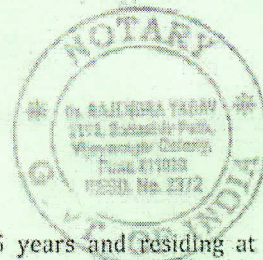
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अनु.क्र. 453 दि. 23/4/15 - मुद्रांकन... 500 L  
 परमाणु प्रमाण LLP Agreemnt  
 एका पक्षाचे संपत्ती वाटप करीत आहे/साठी  
 निदेशाचे पक्षी  
 मुद्रांकन किंवा वेळ Brahms Chaitanya Health-care  
 एका... LLP को-होल्डर मध्ये  
 एका...  
 एका... V. Rasakant



  
 व. रासाकान्त  
 एका...  
 एका...  
 एका...

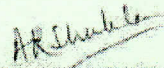


BETWEEN

1. RAHUL VINAYAK SHUKLA, (PAN AZYPS0506) aged about 35 years and residing at "B/11, ABHISHILPA, PAUD ROAD, NEAR M.T. COLLEGE, EX. SERVICEMAN COLONY, KOTHRUD, PUNE- 411038 MAHARASHTRA INDIA," hereinafter referred to as the party of FIRST PART.

(Which expression shall unless repugnant to the context or meaning thereof include his heirs, legal representatives, executors, administrators and assigns)

  
 RAHUL VINAYAK SHUKLA

  
 ADITI RAHUL SHUKLA

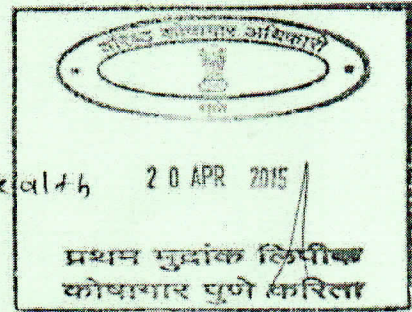





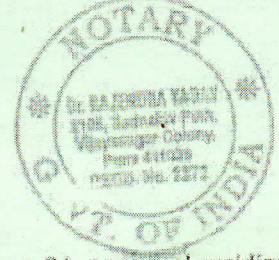
महाराष्ट्र MAHARASHTRA

T 458913

नं. 459 दि. 23/4/15 मु. मु. 500/-  
 कर्ता LLP Aizs.com.s.  
 प्राप्त की गई है कर्ता का नाम है कर्ता/पत्नी  
 नि. कर्ता के पास  
 मु. कर्ता का नाम है Brahms shaktangy health 20 APR 2015  
 का नाम है Case LLP Kothrud Pune  
 मु. कर्ता का नाम है  
 मु. कर्ता का नाम है V - Jalnita




  
 कर्ता का नाम है कर्ता का नाम है



2. ADITI RAHUL SHUKLA, (PAN - BKGPS2056F) aged about 34 years and residing at "B711, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE, EX. SERVICEMAN COLONY, KOTHURUD, PUNE-411038 MAHARASHTRA INDIA" hereinafter referred to as the party of SECOND PART.

(Which expression shall unless repugnant to the context or meaning thereof include her heirs, legal representatives, executors, administrators and assigns)

  
 RAHUL VINAYAK SHUKLA

  
 ADITI RAHUL SHUKLA

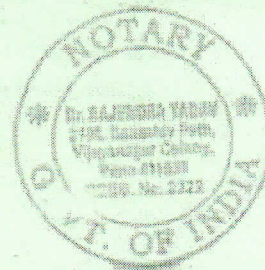
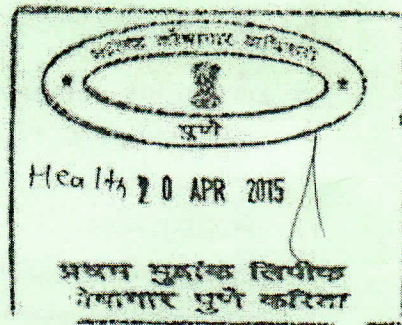


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This stamp is valid for use in Maharashtra only. It is not valid for use in other states.


नमुना क्र. 455 दि. 23/4/15 मुमुक्षु... 2015  
 हस्ताक्षरकर्ता... L.P. Ashwin  
 प्राप्तकर्ता...  
 निवासी...  
 मुमुक्षु... Brahma chaitanya  
 Care L.P. Kothrud, Pune  
 मुमुक्षु...  
 हस्ताक्षर... V. Salunk  
 मुमुक्षु...  
 मुमुक्षु...

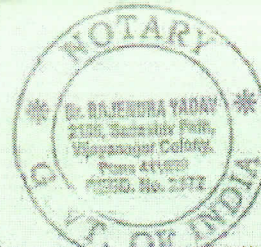


**WHEREAS**

The parties hereto are desirous of forming a Limited Liability Partnership; and the parties hereto desire to adopt a Limited Liability Partnership Agreement for "the LLP" and to become its Partners and Designated Partners on its incorporation by registration under the LLP Act, 2008, have entered into this Agreement in writing as follows.

  
 RAHUL VINAYAR SHUKLA

  
 ADITI RAHUL SHUKLA



**1. DEFINITIONS**

- 1.1 "Agreement" means this Limited Liability Partnership Agreement, as originally executed and as amended, modified or supplemented from time to time.
- 1.2 "Accounting year" means the financial year as defined in the LLP Act, 2008.
- 1.3 "Act" or "LLP Act" means The Limited Liability Partnership Act, 2008.
- 1.4 "Business" includes every trade, profession, service and occupation as may be legally permissible.
- 1.5 "Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission or appointment.
- 1.6 "Capital Contributions" means the contributions made by the Partners to the LLP pursuant to clause 7 hereof and, in the case of all the partners, the aggregate of all such capital contributions."
- 1.7 "Designated Partner" means any Partner appointed or deemed under the Act as such. The partners shall ensure that 2 (Two) partners names  
1) RAHUL VINAYAK SHUKLA  
2) ADITI RAHUL SHUKLA  
are appointed as designated partners, of whom one shall be a Resident of India.
- 1.8 "LLP" or partnership means the Limited Liability partnership formed pursuant to this Agreement
- 1.9 "Partner" means each party to this Agreement shall be a partner in the LLP, within the meaning of the LLP Act, 2008 until they cease to be a partner in accordance with the provisions of the LLP Act, 2008 or this Agreement (the 'Partners'). The names and addresses of the initial Partners are set forth on Schedule I hereto. Additional persons may be admitted as partners on the express terms and conditions expressly set forth herein.
- 1.10 "Partner's interest means the ownership interest of a partner in the LLP, including a partner's right to share in the LLP's income, gain, loss, deduction, credits and similar terms, and the right to receive distributions from the LLP, as well as right to vote and otherwise participate in the operation or affairs of the LLP as provided for herein and under the LLP Act.

*R. V. Shukla*

RAHUL VINAYAK SHUKLA

*AK Shukla*

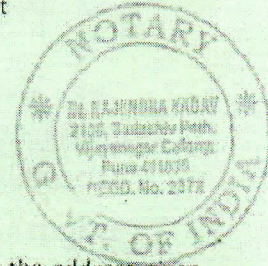
ADITI RAHUL SHUKLA

1.11 Words including singular shall include plural and vice-versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include bodies corporate, unless repugnant to the context thereof.

The provisions of the First Schedule to the Act shall apply so far only as they are not inconsistent with any of the provisions contained in this Agreement

**2. NAME OF LLP**

The name of the LLP is **BRAHMACHAITANYA HEALTHCARE LLP.**



**3. REGISTERED OFFICE ADDRESS**

The limited liability partnership business shall be carried on at the address given below:

"B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE, EX. SERVICEMAN COLONY, KOTHRUD, PUNE-411038, MAHARASHTRA, INDIA" the business can be carried on at such other place or places as the Partners shall from time to time unanimously agree upon. The Registered office address may be changed with prior written consent of all the partners and such change shall comply with the provisions of the Act and rules framed thereunder.

**4. DURATION OF LLP**

The limited liability partnership shall be entitled to commence its operations on formation of the LLP, and shall continue to operate thereafter subject to the provisions of LLP Act, 2008 until its liquidation and/or termination by mutual consent of all the Partners.

**5. BUSINESS AND OBJECTS OF LLP**

To provide medical relief to the public in all branches of medical sciences by all available means and to manage, administer, own and to carry on the business of running hospitals, nursing homes, clinics, dispensaries, maternity homes, specialized medical care centers, health clubs, casualty service centers, rehabilitation shelters, convalescent homes, training institute, rest houses, gymnasiums, child welfare and family planning centres, diagnostic centres, pathological and other laboratories, x-ray clinics, E.C.G. clinics, blood banks, kidney banks, liver banks, all kinds of scanning including brain and whole body scanning (CAT/CT) ultrasound, or such other human or animal limb or organ, whether natural or artificial and also to carry on the business of running crèches, ambulances, physiotherapy centres and manufacture, import, export, buy, sell or lease out, install, maintain and deal in any kind of equipment, instruments, medicines and drugs for hospital and other activities that are an integral part of and incidental and ancillary to the operation of medical services.

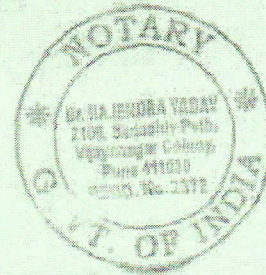
  
RAHUL VINAYAK SHUKLA

  
ADITI RAHUL SHUKLA

6. INITIAL PARTNERS & DESIGNATED PARTNERS

The parties enumerated in the title of this instrument hereto, are the partners of the LLP. The Designated Partners shall be -

- a) RAHUL VINAYAK SHUKLA
- b) ADITI RAHUL SHUKLA



7. PARTNERS' CONTRIBUTION / CAPITAL

The initial Capital of the LLP shall be Rs. 2,00,000/- (Rupees Two Lacs only) and shall be contributed by the partners as under.

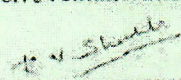
Sr. No.	Name of Partner	Address	Contribution in Rs.
1	RAHUL VINAYAK SHUKLA	B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE, EX. SERVICEMAN COLONY, KOTHRUD, PUNE- 411038 MAHARASHTRA INDIA	1,00,000/- INR
2	ADITI RAHUL SHUKLA	B/11, ABHISHILPA, PAUD ROAD, NEAR M.I.T. COLLEGE, EX. SERVICEMAN COLONY, KOTHRUD, PUNE-411038 MAHARASHTRA INDIA	1,00,000/- INR

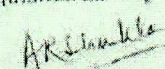
It is hereby mutually agreed by the parties that, the Parties shall introduce additional capital / interest free loan into the firm in the above proportion as may be required by the firm from time to time.

Simple interest at the rate of 12% p.a. or such lower rate as may be prescribed under section 40(b) (iv) of the Income Tax Act, 1961, or any other applicable provision as may be in force for the Income Tax Assessment of the partnership firm for the relevant accounting period, shall be the maximum amount of interest payable by the partnership on the amount standing to the credit of the capital and current or loan account of the partners. However the partners shall mutually decide the amount of interest payable every year within the maximum limit as mentioned above.

8. REMUNERATION TO PARTNERS

It is hereby agreed by the parties hereto that designated partners shall devote their whole time and attention to the business of the LLP. The partners shall be entitled to receive remuneration and / or entitled to such perquisites as may be mutually agreed

  
RAHUL VINAYAK SHUKLA

  
ADITI RAHUL SHUKLA

upon by the partners by executing a Supplementary Deed separately or otherwise by appropriate resolution.

It is hereby agreed that the parties shall be entitled to draw maximum pro-rata yearly remuneration to the following extent:

- (i) The maximum yearly remuneration payable to the parties shall be calculated as a percentage of the Book Profits for each accounting period in the following manner :  
The parties may mutually decide the remuneration payable within the above limit every year which shall be shared by the parties in the same ratio as per their respective share in profit and loss of the business of the LLP.
- (ii) For the purpose of the above calculation of remuneration the book profits shall be calculated as defined in Explanation 3 of Section 40(b) of the Income Tax Act, 1961, or any other applicable provision as may be in force for the Income Tax assessment of the partnership firm for the relevant accounting period.
- (iii) The partners shall be entitled to increase or reduce the above remuneration and may also agree to revise the mode of calculating the above remuneration.

#### 9. SHARE IN PROFITS / LOSSES OF LLP

Net profits and losses after payment of all outgoing including interest on loans, capital and current accounts of the Partners and Partners' Remuneration, if any; etc., shall be shared by the partners in the **EQUAL PROPORTION**.

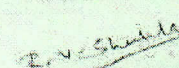
The parties may change the above profit sharing ratio as may be mutually agreed. The capital gains and losses shall be shared by the partners in their respective profit and loss sharing proportion.

#### 10. GOODWILL

There shall not be calculated any goodwill, unless otherwise, expressly agreed to by the partners of the LLP in writing.

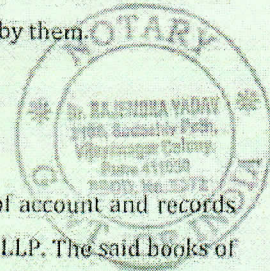
#### 11. BANK ACCOUNT

Unless otherwise expressly agreed to by mutual consent, the LLP shall be entitled to open bank accounts and such account shall be operated by Designated Partners. All funds of the LLP business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals of funds

  
RAHUL VINAYAK SHUKLA

  
ADITI RAHUL SHUKLA

from such accounts shall be made by cheques or pay orders/instructions issued on behalf of the LLP by the Designated Partners as may be decided by them.



## 12. ACCOUNTS AND RECORDS

The LLP shall maintain at its Registered Office, proper books of account and records which are sufficient to show and explain the transactions of the LLP. The said books of account shall disclose with reasonable accuracy at any time, the financial position of the LLP at that time and will enable the Designated Partners to ensure that Statement of Account and Solvency required to prepare in accordance with the provisions of the Act can be so prepared.

- (a) The books of the account of the LLP shall contain:
  - (i) Particulars of all sums of money received and expended by the LLP and the matters in respect of which such receipt and expenditure takes place.
  - (ii) a record of the assets and liabilities of the LLP.
  - (iii) Statements of cost of goods purchased, inventories, work-in-progress, finished goods and cost of goods sold, and
  - (iv) any other matter which may be decided by the Designated Partners from time to time.
- (b) The books of account of the LLP shall be preserved for a period of 8 (Eight) Years from the end of the accounting year to which they relate.
- (c) The Designated Partners shall cause to be prepared and filed with the Registrar of Companies, a Statement of Account and Solvency as required by and in the form prescribed under the Act, within a period of 30 (Thirty) days from the end of 6 (Six) months from the closure of the First Accounting Period or any subsequent Accounting Year as the case may be.
- (d) The accounts of the LLP shall be audited if required by and in the manner prescribed under the provisions of the Act.

## 13. ADMISSION OF A NEW PARTNER

A new partner may be admitted as a partner of LLP with the consent of all the partners on such terms and conditions as the partners agree with the person to be admitted as a new partner in the LLP.

## 14. RETIREMENT OF A PARTNER

Any partner can withdraw or retire from the LLP with the prior notice of two months delivered at the registered office of the LLP. On expiration of the notice period, the partner giving notice shall cease to be a partner and shall be entitled to be paid by the continuing partners all his dues, if any, including share of profit calculated up

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RAHUL VINAYAK SHUKLA

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ADITI RAHUL SHUKLA

to the date of retirement on the basis that profit shall be deemed to accrue evenly during the year, as provided in this Deed.

#### 15. DEATH OF A PARTNER

On death or retirement of a partner, any one of the heirs will be admitted to the Partnership firm depending upon the age of the heir. However, after the expiry of the period of five months or in case of refusal to join the Partnership the share of the deceased partner shall be distributed amongst the partners in proportion to their respective share in profit and loss, while the amount standing in the credit of the deceased partner shall be eligible to be granted to the heirs of such deceased partner by debiting such amount in the account of the remaining partners in proportion to their share in the firm.

#### 16. LIABILITY OF PARTNERS

16.1 Liability of partners shall be limited to the extent of the capital contribution by each partner as provided in the LLP Act. Every partner shall be personally liable for all the liabilities, dues and penalties arising out of his past, present and future separate activities not connected with this Partnership firm. The Partnership firm will not bear any liability in this respect whatsoever.

16.2 Partners shall not be obliged to restore by way of capital contribution or otherwise any deficit or losses in the accounts of the LLP unless the partners decide to contribute additional capital for the business of the LLP.

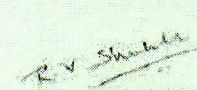
16.3 LLP will have to meet all its liabilities out of the property of LLP and no creditor of LLP can call upon any partner to meet any liability of the LLP out of his personal funds.

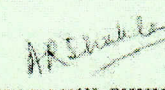
16.4 No creditor will be entitled to attach the personal property of any of the partners or to recover out of the personal funds of the partner any amount due from LLP.

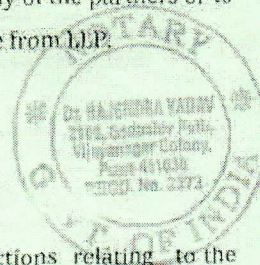
#### 17. OBLIGATIONS OF PARTNERS

17.1 Each partner shall:

- (i) be just and faithful to other partners in the transactions relating to the LLP business;
- (ii) diligently attend to the business of the LLP and devote adequate time and attention thereto;

  
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- (iii) pay his/her separate debts and indemnify the other partners and the LLP against any such claims the same and all other proceedings, costs, claims or demands in respect thereof;
- (iv) give full information and truthful explanations of all matters relating to the affairs of the LLP to all the partners at all times;
- (v) comply with all the provisions of the LLP Act and the Rules framed thereunder;

17.2 No partner shall:

- (i) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the LLP business;
- (ii) use the LLP name, credit, or property for other than LLP business;
- (iii) do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

## 18. MEETINGS OF PARTNERS

- 18.1 The partners of LLP shall hold meetings of partners at periodical intervals as may be decided by the partners provided, however, that at least one meeting shall be held during each financial year. As far as possible, notice about the time and place of the meeting shall be given by one of the designated partners to each of the partners at least one week in advance.
- 18.2 At the Annual meeting of the partners, decision on various matters as may be brought before the partners shall be taken, as far as possible unanimously or by majority of votes assigned to each of the partners as stated in Para 23.
- 18.3 Any one of the partners shall be entitled to call a meeting of the partners at any time by giving notice of the time and place of the meeting at least one week before the date of the meeting for any specific purpose for which decision has to be taken by the partners.
- 18.4 The Designated Partners shall record minutes of the discussions at the meeting of the partners and such minutes shall also record their decisions taken by the partners either unanimously or by majority. A copy of these minutes shall be given to each partner.
- 18.5 It shall be possible for the partners to take decisions relating to the activities of the LLP by passing resolutions by circulation of papers. The designated partners shall be entitled to circulate the papers amongst the partners and these

*R v Shukla*  
RAHUL VINAYAK SHUKLA

*AR Shukla*  
ADITI RAHUL SHUKLA

resolutions may be passed either unanimously or by majority of votes as provided in this agreement.

#### 19. VOTING RIGHTS OF PARTNERS

It is hereby agreed between the partners that each of the partners shall have the voting rights, and value of their voting rights shall be to the extent of their share in the profit and/or loss in the business of the LLP, as mentioned herein above.

#### 20. DESIGNATED PARTNERS

20.1 In the event of death, resignation or unwillingness of any of the designated partners aforesaid, the other partners shall appoint any partner as a designated partner within 30 days of the vacancy arising as a result of the above and give intimation of change to The Registrar of Companies.

20.2 The partners shall be entitled to appoint any other partner as a Designated Partner or remove any of the designated partners and appoint some other partners as a Designated Partner in accordance with the requirements of the LLP Act.

20.3 The partners shall take prior consent of the partner before appointing him/her as a Designated Partner.


20.4 Designated Partners shall be -

- (i) Responsible for doing all acts, matters and things as required to be done by the LLP in respect of the compliance of the provisions of the LLP Act, including filing any document, return, statement or a report pursuant to the provisions of the LLP Act.
- (ii) Liable to all penalties imposed on the LLP for any of the provisions of the LLP Act.
- (iii) Responsible to discharge such other functions as stated in the LLP Act and Rules framed thereunder or in this agreement or as may be decided by the partners from time to time.

#### 21. ASSIGNMENT OR TRANSFER OF THE PARTNERSHIP RIGHTS

21.1 It is hereby agreed that the right of a partner to share in the profits and losses of this LLP and to receive distribution under this agreement is transferable either

  
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wholly or partly. However, unless such transfer is to any of the family member of transferring parent, it shall be binding on the partner transferring such right to first offer the same to the other partners in proportion of their holding as on the date of such offer. It is hereby agreed that such right to share in profits and losses of this LLP shall be transferred by the transferring partner to a third party / outsider only if the other partners so permit in writing and decline to buy such share. Procedure for such offer and transfer as well as the time frame for the same shall be mutually agreed by the partners.

- 21.2 If a partner assigns or transfers either whole or part of his/her partnership right in this LLP in accordance with the terms of this Agreement, it will not amount to dissolution or winding up of the LLP.
- 21.3 By such assignment or transfer of the whole or part of the partnership right of any partner, the assignee or transferee shall not be entitled to participate in the management or conduct of the business of the LLP and such assignee or transferee shall not have any access to information concerning the transactions of the LLP unless approved by the other partners in writing.
- 21.4 The assignment / transfer of the partnership right shall be governed by the LLP Act and the Rules made thereunder.


## 22. RULES AND REGULATIONS

The partners shall be entitled to frame Rules and Regulations for the day to day activities of the LLP and to modify or delete any such Rule/Regulation as they may decide from time to time. These Rules and Regulations shall be binding on all the partners as well as on all employees of the LLP.

## 23. DISSOLUTION OR WINDING UP OF LLP

The partners shall be entitled to dissolve or wind up the LLP by following the procedure laid down in the LLP Act and Rules made thereunder. Such dissolution or winding up by the partners can be effected by the partners provided all the partners agree for such dissolution or winding up. In the absence of the agreement by all partners the decision for dissolution or winding up shall be taken at the meeting of the partners provided that partners holding 75% or more voting rights agree for such dissolution or winding up of the LLP.

  
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**24. ARBITRATION**

All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter or between Partner and LLP whatsoever touching the affairs of the LLP or the interpretation of this Agreement shall be referred for arbitration to the arbitral tribunal presided over by the sole arbitrator chosen mutually by the partners, preferably having law background. The arbitration shall take place in Pune and shall be subject to jurisdiction of the courts in Pune. The arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

The partners agree that the decision of the Arbitral Tribunal shall be final and binding upon the partners.

**25. INDEMNITY**

The LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by the Partner(s):

- a) in the ordinary and proper conduct of the business of the LLP; and / or
- b) in or about anything necessarily done for the preservation of the business or property of the LLP.

**26. COMMON SEAL**

The LLP shall have a Common Seal and it shall be laid before and the same adopted at the general meeting held first after the LLP's registration. The Common Seal shall be affixed to any document or contract with the approval of and in the presence of at least two of the Designated Partners on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signature.

**27. TERM OF LLP**

The limited liability partnership shall commence on the date of registration of the LLP, and shall continue to operate thereafter subject to the provisions of LLP Act, 2008 until termination of this Agreement by consent of all the then Partners and making a Dissolution Deed for disposal of the LLP.

**28. MANAGEMENT OF THE LLP'S BUSINESS**

- 28.1 The Designated Partners appointed by the LLP shall be responsible both for LLP's business management in its entirety and compliance management under the LLP Act, LLP Rules and this Agreement. Such management shall be carried out in accordance

  
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ADITI RAHUL SHUKLA

with adequate standing operating procedures - both physical and financial generally observed in the industry - and communicated to operating levels for acquisition and sale or consumption of revenue and capital items and services and the related costs and expenses as against revenues and related controls, reports and reviews, accounting and performance on daily or other basis, formulated and approved by themselves and put through jointly by the Designated Partners, being the original Parties hereto and others appointed subsequently as agreed upon mutually between them by themselves or otherwise so however that the Parties hereto shall be the two Designated Partners to be named in the Incorporation Document submitted for the LLP's registration by the Registrar and both of them shall be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the Act.

28.2 The Designated Partners shall at all times—

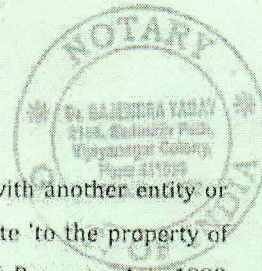
- protect the property and assets of the LLP;
- devote the whole of their attention to LLP business diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the LLP;
- punctually pay their separate debts to the LLP, if any, as they fall due and indemnify the LLP or other Partners towards charges or costs incurred to protect the assets of the LLP against any failure to do so; and
- upon every reasonable request, inform the other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the LLP's business.

28.3 Partners of the LLP admitted after the LLP's registration other than Designated Partners shall be sleeping Partners. Their right to participate in the management of the LLP is as provided in this LLP Agreement, and otherwise it is restricted to:

- Ratification of this LLP Agreement;
- Approval of any alteration to this LLP Agreement;
- Appointment of Designated Partners and Agreement with LLP as a Supplement to this LLP Agreement defining terms and conditions including allowance of weightage of profit, cessation of Designated Partners;
- Admission of new Partners and Agreement as a Supplement to this LLP Agreement defining contribution and ratio of sharing profit/loss;
- Raising further capital for the LLP;
- Acceptance of annual Statement of Account and Solvency and Auditor's report;
- Assignment and transfer of partnership rights by Partners;
- Expulsion of any Partner;

  
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- Investigation of LLP's affairs in any way;
- Change of business;
- Any sale of assets or merger or amalgamation of LLP with another entity or incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882 warranting the appointment of a Receiver; and
- Winding up and dissolution or seeking to strike the name of LLP from the Register.


28.4 The decisions so taken shall be recorded in the minute's book and the same signed by the chairman of each meeting at the earliest and in any case of the meetings and the same kept at the registered office of the LLP to be open for inspection of all Partners and Designated Partners of the LLP.

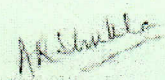
28.5 All decisions of the Partners shall be taken at meetings of Partners called meetings or by Designated Partners at meetings called Executive Committee meetings, in both the cases duly called and held by a notice in writing issued by any Designated Partner and failing them any Partner of such duration as may be agreed to by a majority of them from time to time, by their resolutions or by circular resolutions.

28.6 Circular resolutions - A resolution circulated in writing and signed by a majority or all of the Partners and/or Designated Partners, as required for the subject the case may be in accordance with the provisions of this Agreement, depending upon whether it is a business to be transacted at a General Meeting or Executive Committee Meeting, shall be deemed to be duly passed, the date of passing such resolution being the date of the signature of the person signing last.

28.7 Acts forbidden - Without the consent in writing of the other Partners, no Partner while he is a Partner for the time being of the LLP shall—

- Transfer, assign or otherwise encumber his share in the assets or profits of the LLP;
- Engage or be concerned or interested in any other business, directly or indirectly, as competing with the LLP, and if any has done so he must account for and pay over to the LLP all profits made by him in that business;
- Do any act that may conflict his interest with the interest of the LLP or any of its other Partners;
- Take any apprentice or hire or dismiss (except in case of gross misconduct) any servant or agent of the LLP;
- Lend any money or deliver upon credit any of the goods of the LLP to any person whom the other partners shall have previously in writing forbidden to trust;

  
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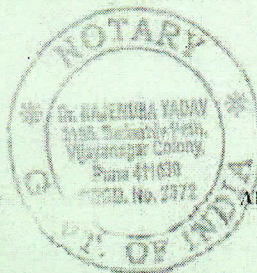
  
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- Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business of the LLP;
- Secure unauthorized surety or guarantee for any one encumbering or otherwise charging or pledging the properties and assets of the LLP;
- Draw or accept or endorse unauthorized any bill of exchange or promissory note on LLP's account;
- Draw and sign any cheque on behalf of the LLP unauthorized in excess of Rs. 25,000 on its banking account;
- Remit the whole or part of any debt due to the LLP;
- Lease, sell, pledge or do any other disposition of any of the LLP's property or fixed assets otherwise than in the ordinary course of business of the LLP;
- Commit to buy or buy any immovable property for the LLP;
- Do any act or omission rendering the LLP liable to be wound up by the Tribunal/Court;
- Share business secrets of the LLP with outsiders;
- Derive profits from any transaction of the LLP or from the use of its name, resource or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- Derive profits from any transaction of the LLP or from the use of its name, resource or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- Submit a dispute relating to the LLP's business to arbitration;
- Open a banking account on behalf of the LLP in his own name;
- Commit to compromise or relinquish any claim in whole or in part of the LLP;
- Withdraw a suit filed on behalf of the LLP;
- Admit any liability in a suit or proceeding against the LLP;
- Enter into any partnership, joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control;
- Books of account, annual accounts statement, reserve fund and audit.

28.8 All funds of the LLP business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals of funds from such accounts shall be made by cheques or pay orders/instructions issued on behalf of the LLP by the Designated Partners as may be decided by them.

28.9 The financial year of the LLP shall be the financial year defined in section 2(1) of the Act.

  
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28.10 All necessary books of account and other papers relating to the affairs of the LLP as prescribed under rule 24 of the LLP Rules, 2009 made pursuant to section 34(1) of the Act shall be ensured to be kept and maintained by the LLP through proper arrangements put in place by the Designated Partners at the principal place of business of the LLP or at other place or places of business and same consolidated as agreed upon by all the Partners. The accounts shall be kept on cash or accrual basis and according to the principles of double entry system of accounting so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place(s) of business without the consent of all of the Partners, and the same shall be open to their inspection on all days of the week.

#### 29. NOTICES

Notices to the LLP by the Partners or Designated Partners and to them by the LLP may be given in the manner provided in the Act. All notices required to be sent must be mailed by certified mail, return receipt or any other manner requested to the partners' last known address.

#### 30. ALTERATION OR AMENDMENT

No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of Para 8 of the First Schedule to the Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

#### 31. ENTIRE AGREEMENT, SEVERABILITY & WAIVER

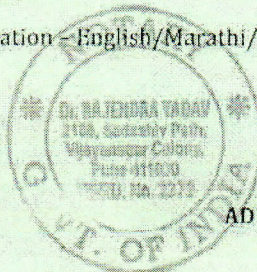
(1) The foregoing constitutes the entire agreement between the Parties hereto on the subject-matter.

(2) If any part of this 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 hereof with nothing to affect the rest of this Agreement.

(3) A failure or a waiver of exercise of any right or power or benefits under this agreement by A Partner or Designated Partner or on their behalf for once or more shall not operate as a Waiver of the same forever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement for once or more deemed as waiver.

(4) Language of communication - English/Marathi/Hindi

  
RAHUL VINAYAK SHUKLA



  
ADITI RAHUL SHUKLA



Nothing in this agreement express or implied is intended to confer upon any person, other than the parties hereto and their permitted successors assigned any rights or remedies under/ or by reason of this Agreement.

(5) Variations to agreement- The terms and conditions of this agreement may not be modified, altered or amended except by written agreement between the parties. Counterpart

This agreement may be executed in counterpart each of which shall be deemed original but all of which together shall constitute one and the same instrument.

### 32. BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, administrators, executors, legal representatives, successors and assigns.

### 33. WAIVER


No waiver or modification of any of the provisions of this Agreement or any rights or remedies of the parties hereto shall be valid unless such change is in writing, signed by the party to be charged

### 34. LLP ACT TO PREVAIL


34.1 It is hereby agreed that, unless a context or otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act shall govern the construction of this agreement.

34.2 It is hereby also agreed that if this LLP is silent on any matter governing the functioning of the LLP, the provisions of the LLP Act and the Rules made thereunder shall prevail and shall be binding on all the partners.


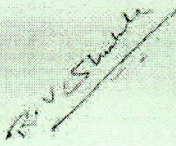

34.3 The partners hereby agree that, if any of the terms contained in this agreement are contrary to the provisions of LLP Act and the Rules made thereunder, the provisions of LLP Act and the Rules made thereunder, shall be binding on all the partners and all the remaining provisions of this agreement will apply as if such contradictory provisions were not a part of this Agreement.


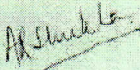

  
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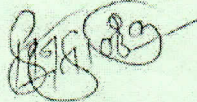


  
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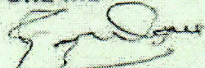
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by the within named <b>RAHUL VINAYAK SHUKLA</b>	
Photo 	SIGN & LHT  

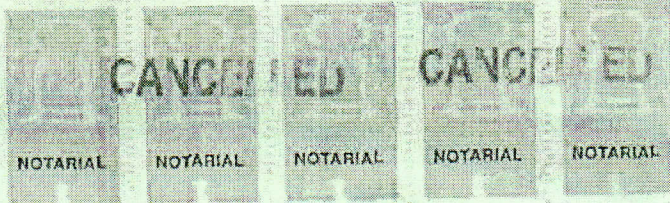
SIGNED SEALED AND DELIVERED by the within named <b>ADITI RAHUL SHUKLA</b>	
Photo 	SIGN & LHT  


Witnesses	Signatures
Mr. Dineshkumar A Taware Address: B202, Ajinkyatara Apt, Sinhgad Road, Pune 411030 Occ: Practicing Chartered Accountant	
Mr. Vishal N Salunke Address: F-21, Shivsundar Residency, Bhelke Nagar, Kothrud, Pune-411038 Occ: Practicing Company Secretary	

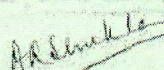


**BEFORE ME**  
  
Dr. Rajendra Yadav  
NOTARY, GOVT. OF INDIA  
Pune

Noted and Registered <sup>262</sup>  
at Serial Number 30 April 2016



  
**RAHUL VINAYAK SHUKLA**

  
**ADITI RAHUL SHUKLA**