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Cosmopolis Propspaces LLP

S. ராஜ்குமார்
மு.தா. வி
L.No: 6/2000
முத்தி. தமிழ்நாடு

LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

COSMOPOLIS PROPSPACES LLP

This Limited Liability Partnership Agreement (the "**LLP Agreement**" or "**the Agreement**") made and entered into on this 4th day of December, 2024 at Salem by and amongst:

(1) **Sellamuthu Sideshkumar** (DIN: 00657366), Son of Mr.Sellamuthu resident of 5/80, Rasi Nagar, Salem Steel Plant Road, Salem, Tamil Nadu 636 302 hereinafter referred to as Party of the FIRST PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents),

AND

(2) **Sideshkumar Lagnapriya** (DIN: 10860726),Daughter of Mr. Ammasai Maruthachalam, resident of 5/80 A, Rasi Nagar, Steel Plant Road, Salem Tamil Nadu 636302 hereinafter referred to as Party of the SECOND PART (which expression shall deem and include her heirs, executors, administrators, representatives, assigns and agents).

(Depending on the context in which such term is used, each party to this Agreement shall be singularly known as '**Partner**' or '**Party**' and collectively as '**Partners**' or '**Parties**')

RECITALS:

1. **WHEREAS** the parties hereto have decided to establish and carry on the business(es)as described in **Schedule 3**to this LLP Agreement, in the form ofa Limited Liability Partnership.

2. **AND WHEREAS** ,the Parties hereto have incorporated a Limited Liability Partnership in the name and style of '**COSMOPOLIS PROPSPACES LLP'**(hereinafter '**the LLP'**)carrying **LLPIN:ACK-6795***vide* Certificate of Incorporation dated 3rdday of December, 2024in accordance with the provisions of the Limited Liability Partnership Act, 2008 read with applicable Rules and Schedules made the reunder

3. **AND WHEREAS** the parties hereto have agreed to jointly do and carry on the business(es) as described in **Schedule 3**to this LLP Agreement along with other ancillary/incidental businesses in the name of the LLP on the terms set forth in this LLP Agreement;

4. **AND WHEREAS** the parties wish to provide for their respective rights, powers, duties and obligations as Partners.

NOW, THEREFORE, THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

1.1 In the LLP Agreement and the Schedules annexed hereto the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

"**Address**", in relation to a partner of a LLP, means-

(i) If an individual, his usual residential address; and
(ii) If a body corporate, the address of its registered office;

"Agreement" or **"LLP Agreement"** means this Agreement, as originally executed and as amended, modified or supplemented from time to time;

"Accounting Year" or **"Financial year"** of the LLP means the period from the 1st day of April of a Year to the 31st day of March of the subsequent year or any other period as made mandatory by any applicable law;

"Business" means the activities, management and operations of the LLP as set out in this Agreement;

"Capital Contributions" mean the contributions made by the Partners to the LLP pursuant to Article7 hereof and, in the case of all the Partner, the same would refer to the aggregate of all such capital contributions;

"Confidential Information" means and includes, but is not limited to, all information of a secret or confidential nature relating to the affairs of **'COSMOPOLIS PROPSPACES LLP'** or any person related to the LLP whose information is held within the LLP. This kind of information would also include in its ambit, any and all information that is essential to carry on day-to-day business of the LLP and as may be decided by a majority of the Partners from time to time;

"Designated partner(s)" mean the Partner(s) whose names is/are set forth in the Schedule 2 to this Agreement subject to change from time to time pursuant to the provisions of this LLP Agreement, and who has given his prior consent to act as Designated Partner of the LLP in the Prescribed form;

"LLP Act" or **"the Act"** shall mean the Limited Liability Partnership Act, 2008, as amended from time to time;

"LLP Rule" or **"the Rules"** mean the Limited Liability Partnership Rules, 2009, as amended from time to time.

"**LLP**" or **"the LLP"** shall mean 'COSMOPOLIS PROPSPACES LLP, the Limited Liability Partnership formed pursuant to this LLP Agreement.

"Partner(s)" in relation to this LLP, means any person who becomes a partner in this LLP in accordance with the LLP Agreement and include the initial partners named in Schedule 1 to this LLP Agreement and who are subject to the terms and conditions of this Agreement and the applicable provisions of the LLP Act;

"Partners' Interest" means the ownership interest of a Partner in the LLP, including a Partners' right to share in the income, gain, loss, deduction and credits of and the right to receive distributions from the LLP. It also includes a Partners' right to vote and otherwise participate in the operation or affairs of the LLP as provided for in this Agreement and under the LLP Act;

"Registrar" shall have the meaning, as assigned under the LLP Act;

"Resident in India" means a person who has stayed in India for a period of not less than one hundred and eighty-two days during the immediately preceding one year.

1.2 Terms not defined herein but defined under the LLP Act or LLP Rules, shall have the respective meaning assigned to them under the LLP Act or LLP Rules

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

2. NAME, OBJECTIVES AND FORMATION

2.1 **Name:** The business of the LLP shall be carried on in the name and style of **COSMOPOLIS PROPSPACES LLP**. Any change in the name of the LLP shall be notified to the Registrar by the Designated Partner(s) in accordance with the provisions of the LLP Act and the Rules.

2.2 **Registered Office:** The LLP shall have its registered office at SF No 194/3, TS NO 15/2, Salem West, Jagir Ammapalayam, Salem, Tamil Nadu – 636 302 and/or at such other place as may be mutually agreed upon. Upon any change in the registered office address of the LLP, it shall be duty of the Designated Partners of the LLP to notify the same to the Registrar in the form and manner as prescribed in the Act and the Rule.

2.3 **Business:** The nature and purpose of the business to be conducted by the LLP along with the ancillary/incidental businesses are particularly described in **Schedule 3** to this Agreement.

2.4 **Place of business:** The LLP business shall be carried out at the premises referred to in this Agreement, i.e., SF No 194/3, TS NO 15/2, Salem West, Jagir Ammapalayam, Salem, Tamil Nadu – 636 302, or any other premises as may be decided by the Partners from time to time.

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

2.6 **Incorporation**: The incorporated LLP shall be duly organized and continued to validly exist under the laws applicable to it. The LLP, upon its incorporation, shall be qualified to do business and shall have all the requisite powers and authorities to inter alia conduct its business, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

The Partners shall complete and deliver such forms as may be required to the Registrar and pay all required fees to incorporate the LLP in accordance with the LLP Act. The Certificate of Registration on Conversion of the LLP shall be kept at the registered office of the LLP.

2.7 **Banker(s):** The authorised/designated banker of the LLP shall be State Bank of India, Salem ("Designated Bank") and/or such other bank or banks as the Partners may from time to time unanimously agree upon. The bank account in the Designated Bank shall be operated by at least one of the Designated Partners or in such manner as may be unanimously decided by all the Partners present in the meeting in which such decision is taken.

3. PARTNERS AT THE TIME OF INCORPORATION

3.1 **Initial Partners:** The Partners who have subscribed their names to this LLP Agreement and to the incorporation document filed with Registrar on the incorporation of the LLP, shall be the Partners of the LLP at the time of its incorporation.

3.2 **Change in Partners**: Any change in the Partnership shall be reflected in this Agreement and shall be intimated to the Registrar in a manner and by giving such notice, as prescribed under the LLP Act.

4. DESIGNATED PARTNERS

4.1 **Designated Partners at the time of incorporation**: The names of the Designated Partners, as on the date of incorporation, along with their corresponding Designated Partner Identification Number ("DPIN")/ Director Identification Number (DIN) are provided in **Schedule 2**. The Designated Partners shall be nominated and appointed by the Partners whose names have been set forth in Schedule 1 to this Agreement. Such Designated Partners shall provide their consent to act as such, in the prescribed form.

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

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

4.4 **Remuneration:** The LLP shall pay such remuneration to the Designated Partner(s) as may be decided by the majority of the Partners, for rendering the services as such, within the limit of Re.1 (Rupee One only) and Rs. 1,00,00,000 (Rupees One Crore only) per annum per Designated Partner. However, this range of salary shall be subject to limitations for permitted deductions under the applicable provisions of the Income Tax Act, 1961.

5. PRE-INCORPORATION AGREEMENT

The Partners hereby agree to adopt and bind **COSMOPOLIS PROPSPACES LLP** to the agreement, contracts and arrangements, more specifically provided for in **Schedule 4** to this Agreement, entered into by and between the Initial Partners, and/or other parties prior to the incorporation of the LLP including agreements in furtherance of the incorporation of this LLP and the promotion of its business.

6. MANAGEMENT OF THE PARTNERSHIP

6.1 **Day-to-day management:** Subject to the provisions of this Agreement, day-to-day operation of the LLP shall be vested with the Designated Partners, who shall have the power on behalf and in the name of **COSMOPOLIS PROPSPACES LLP** to carry out any and all of the purposes of the LLP in accordance with the power delegated to them by the Partners, in the manner prescribed herein below.

6.2 **Decision by Majority:** Unless otherwise provide herein or prescribed in the Act, all specific decisions will be made on a 'simple majority' basis. Reference to 'simple majority' shall be made to in the context of the value of contribution made by the Partners.

6.3 **Delegation of Authority:** The Designated Partners of the LLP are individually authorized to execute Sale Deeds, Joint Venture Agreements, Powers of Attorney, and any other agreements, deeds, undertakings or documents representing the LLP. The Designated Partners may delegate such authority to any other individual as deemed appropriate, through a resolution passed at a meeting of the Designated Partners.

Additionally, the Partners, by way of a resolution passed at their meeting, may specifically authorize the Designated Partners to perform such acts, deeds, or undertakings as they deem fit and proper.

6.4 **Meetings**: Any one of the Designated Partner may call and convene meeting.

6.5 **Related Party Transactions**: Transaction with related parties shall be done at Arm's Length Basis

6.6 **Matters requiring approval of all Partners:** Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all the Partners:

a) Change of name or address of the LLP
b) Change in business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
c) Increase in the capital contribution of the Partners;
d) Opening of new bank account in the name of the LLP;
e) Purchase of any fixed assets or incurring of any capital expenditure;
f) Amendment to any Article of this Agreement;
g) Finalising and signing the annual statement of accounts and statement or solvency.
h) Any change in accounting/tax policies of the LLP
i) Any sale, transfer or grant of any trade secret or intellectual property right except in the ordinary course of business or the grant of any license in respect of any distributorship agency, reselling arrangement or franchise by the LLP
j) Instituting any material litigation legal action or proceedings or dispute in which the LLP is a party in relation to claims exceeding Rs.1,00,000/- (Rupees One Lakh only).
k) Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business –to the account and for the benefit of the LLP.
l) Enter into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the Designated Partners in the ordinary course of the business shall be outside the purview of this clause.
m) Assign, mortgage or change any asset or property of the LLP. However, the Partners shall have right to assign/transfer their share of profits and losses in the LLP as well as to receive distributions in the LLP, in full or in part.
n) Lend money or give credit on behalf of the LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.
o) Compromise or compound or release or discharge (except upon payment in full) any debt due to the LLP except upon the consent of the LLP in a meeting or through specific delegation of such powers on the Designated Partner(s).

7. PARTNERS' CONTRIBUTION

7.1 **Initial contribution:** The LLP shall maintain separate capital contribution account for each Partner. The capital contribution of the LLP shall be INR 50,00,000 /-(INR Fifty Lakhs only)which shall be contributed in the proportions detailed in **Schedule 5.**

7.2 Each Partner's contribution to, or withdrawal from, the LLP shall be respectively credited to or debited to the Partner's capital account or the current account, as the case may be.

7.3 **Forms of contribution:** The contribution of the Partner may be tangible, intangible, moveable or immoveable property, or in the form of contract of service, or other benefit to the LLP including but not restricted to money, promissory note, other agreements to contribute cash or property. However, any contribution in a form other than money shall be valued by an approved valuer, as provided under the LLP Act/Rules.

7.4 **Valuation of Contribution in kind:** The Contribution of a Partner consisting of tangible, movable or immovable or intangible property or other benefits brought or contribution by way of an agreement or contract for services shall be valued by a practicing Chartered Accountant or by a practicing Cost Accountant or by approved Valuer from the panel maintained by the Central Government or at such other value as the partners may decide to receive the capital contribution including at book value to the previous owners.

7.5 **Nature of contribution:** Subject to the provisions of this Agreement, the capital commitment of a Partner shall represent the maximum aggregate amount of cash and property that such Partner is required to contribute to the capital of the LLP in terms of this Agreement; and shall not be changed during the term of the LLP, without such Partner's consent.

7.6 **Additional contribution:** Any further capital contribution, if required by the LLP, may be brought in by the Partners. A decision to bring in further capital contribution shall be taken by the partners in a duly convened meeting.

7.7 **Withdrawal of contribution:** Subject to the provision of this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of his capital contribution.

7.8 **Mode of return of capital contribution:** A Partner, irrespective of the nature of his capital contribution, shall only have the right to demand and receive cash in return for his capital contribution. This shall however be subject to the agreement of the partner in a duly convened meeting.

7.9 **Interest on contribution:** No interest shall be payable on or with respect to the capital contributions or capital accounts of Partners.

7.10 **Liability in case of death or disability of Partner:** The interests of Partners in the LLP constitute their personal estate. In the event of the death or legal disability of any Partner, the executor, trustee or administrator of such Partner shall be bound by the provisions of this LLP Agreement. In case a Partner is not a natural person, the legal representative of such Partner shall be bound by the provisions of this LLP Agreement.

8. ADMISSION OF PARTNERS/DESIGNATED PARTNERS

8.1 **Admission of new partner:** A new Partner may be introduced with the consent of all the Partner son such terms and conditions as such the Partner may agree with the person to be introduced as a Partners in the LLP.

8.2 **Change in Designated Partners:** The LLP may appoint or remove a Designated Partner with the approval of all its Partners. In any decision concerning removal of a Designated Partner, the concerned Designated Partner shall not be a party and shall not be entitled to cast his vote.

8.3 **Number of Designated Partners:** The LLP shall, at all given times have at least two Designated Partners, one of whom shall be resident in India. The Maximum number of Designated Partner shall not exceed 6 (Six) at any point of time. In case no Designated Partner is appointed or if at any time there is only one or no Designated Partner, each Partner shall be deemed to be a Designated Partner.

8.4 **Requirements for appointment as Designated Partner**

For a person to be appointed as a Designated Partner, he must:

a) be a Partner, or in case the Partner is a body corporate, be an authorised nominee of such Partner;
b) be an individual;
c) be holding a valid DIN (DPIN) as prescribed under the LLP act and the rules made there under;
d) furnish his consent to act as a Designated Partner, in the manner and form prescribed under the LLP Act and the rules made there under;
e) Fulfil such other requirements as imposed by the LLP act.

9. EXIT OF PARTNERS

9.1 **Resignation/Voluntary withdrawal:** No Partner shall withdraw or resign from the LLP without obtaining the prior consent of other Partners. Such consent shall not be withheld or delayed beyond fifteen days from the date of receipt of the notice of such withdrawal or resignation, except where reasonable concerns exist, including but not limited to ongoing financial obligations, pending legal matters, or the impact on the LLP's business continuity. In the event of a dispute regarding the validity of such concerns, the matter shall be resolved in accordance with Clause 20.8 of this Agreement. A Partner may tender his intent to resign as a Partner with effect from the date mentioned in the notice. Such resigning Partner shall have obligation to offer the share of his contribution for sale to the remaining Partners and the remaining Partners shall have the right to buy the share of Contribution of the exiting partner in the proportion of the holdings of the remaining Partners. In case the remaining Partners are not buying the share of the exiting Partner within a period of 15 days of such offer, the exiting Partner will be entitled to receive back his Contribution in accordance with Clause 9.2 of this Agreement.

9.2 **Entitlement of resigning/Deceased Partner:** The resigning Partner/the former Partner, or a person entitled to his share in consequence of the death or insolvency of the former partner, shall be entitled to receive from the LLP within three months of his ceasing to be a partner in the LLP:

a) an amount equal to the capital contribution of the former Partner actually made to the LLP; and
b) His right to share in the accumulated profits (or losses) of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the former Partner ceased to be a Partner.

Such entitlement shall however be subject to deduction/charging of applicable taxes, if any after adjusting for accumulated losses, if any. A former partner or a person entitled to his share in consequence of the death or insolvency of the former partner shall not have any right to interfere in the management of the LLP, in any manner whatsoever.

9.3 **Death of Partner**: On the death of any Partner, the LLP shall not be dissolved. In such a case, the deceased Partner's legal heir shall have the choice of being admitted as a Partner in his place.

9.4 **Determination of price of share of the resigning/deceased Partner:** Price of the share of resigning/deceased Partner generally shall not be less than the amount at which such share shall stand in the last balance sheet, as at the date the former Partner ceased to be a Partner. The selling partner or in the event of his death his authorized representative may charge such premium or, as the case may be, apply such discount as the parties may mutually agree on the basis of a valuation done by a valuation professional. However, any such amount shall be subject to adjustment of appropriate losses, if any.

9.5 **Expulsion of Partner and termination of his partnership:** If any Partner-

- becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the business of LLP; or
- commit a material breach (other than a technical/procedural default) of any of the provisions of this Agreement; or
- commits any criminal offence or dose or suffers any act which would be a ground for the dissolution of the LLP by the Court/Tribunal,

It shall be, in such a case, lawful for the other Partners by notice in writing to the offending or incapacitated Partner or his trustee or official assignee to expel/terminate such Partner and the other Partners shall have the option to purchase his share and pay the purchase price to the offending Partner or his trustee or official assignee.

9.6 **Insolvency of Partner:** If a Partner becomes insolvent, the LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in the LLP. The remaining Partners shall have the option to purchase the share of such insolvent Partner and the purchase price shall be calculated in the manner prescribed in Clause9.4 hereof.

9.7 **Other effects of cessation:** The cessation of a Partner/Designation Partner from a LLP shall not be itself discharge the Partner from any obligation towards the LLP or to the other Partners or to any other person which he incurred while being a Partner/Designated Partner.

10 BOOKS OF ACCOUNT

10.1 **Business to be carried out in the name of LLP:** All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold by and in the name of the LLP. Similarly, all services shall be availed or rendered by and in the name of the LLP. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the LLP.

10.2 **Accounting of LLP expenses:** All outgoings and expenses of the LLP and all losses or damages incurred, interest payable for loans received and taxes, etc. shall be paid first out of the profits of the LLP; and next out of Partners' capital account in the shares in which they are entitled to the net profits of the LLP.

10.3 **LLP receivables:** All moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the Designated Bank to the credit of the account of the LLP, except such amount of cash sum(s) as are immediately required to meet the current expenses of the LLP.

10.4 **Maintenance and audit of books of account:** The account of the LLP shall be maintained according to the accounting year (April to March), and a Statement of Account and Solvency shall be drawn of all the capital assets and liabilities of the LLP, as at 31st March in each year and, if required by the LLP Act/Rules, the statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of this Agreement and applicable provisions of the LLP Act.

10.5 **Place of maintenance of books of account:** The LLP shall maintain its books of account and other books at the registered office of the LLP. Such books shall be updated in a regular manner and shall not be removed from the registered office without the consent of all the Partners. Further, such books of account and related working papers shall be preserved for a period of eight financial years immediately preceding the current financial year.

10.6 **Approval of Accounts:** The account of the LLP as on 31st March each year shall be approved by all the Partners of the LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of Partners.

10.7 **Basis of maintenance of accounts:** Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP as conducted in each financial year. Such books and records shall be maintained on an accrual basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or the Rules; or by the Institute of Chartered Accountants of India; or any other competent authority.

11. STATUTORY AUDITORS

11.1 **Appointment of Auditors:** Appointment of Auditors for the LLP shall be done in accordance with the Limited Liability Partnership Act as modified from time to time read with the rules there under.

11.2 **Audit fee:** The fee to be paid to the statutory auditor shall be collectively decided by the Designated Partners, subject to such recommendations if any suggested by the Partners through a resolution passed at their meeting.

11.3 **Effect of failure to appoint auditor:** Where no auditor has been appointed as above, any auditor holding the office of statutory auditor shall be deemed to have been re-appointed, unless the majority of Partners have determined that he should not be re-appointed and have given notice to this effect to the LLP.

12. PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS

12.1 **Salaries and drawings:** None of the Partners, except the Designated Partners, shall receive any salary/remuneration for services rendered to the LLP.

Subject to any agreement amongst majority of the partners to this effect, none of the partners shall withdraw the initial capital contribution made by him/her towards the 'Capital Account'.

Each Partner/Designated Partner shall be entitled to re-imbursement of expenses incurred/to be incurred for and on behalf of the LLP for which he/she submit supporting receipts or vouchers.

After the close of first accounting period/year and subsequently, during the financial year, the partners can withdraw any amount from his/her current account.

12.2 **Profit Sharing:** The net profits of the LLP arrived at after payment of applicable taxes and providing for payment of remuneration to the Designated Partners and interest to Partners on the loan given by them shall be divided in the proportions specified in **Schedule 6** of this Agreement. Losses, if any shall be borne by the Partners in the same proportion as profits.

13. RIGHTS OF PARTNERS

13.1 **Right to take part in business:** Every Partner of the LLP shall have the right to take part in conduct of business of the LLP.

13.2 **Rights, title and interest in assets and properties:** In the event of any distribution, all Partners shall have the rights, title and interest in all the assets and properties of the LLP. Such rights, title and interest shall be in the proportion of their respective capital contribution.

However, if a Partner becomes insolvent during his tenure as a Partner in the LLP, his rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

13.3 **Right to access and inspect books:** All the Partners shall have the right to access, inspect and copy books of the LLP.

13.4 **Right to continue independent business:** Each of the Partners of the LLP shall be entitled to initial or carry on an existing, separate and independent business only if the said business is not similar in nature to and does not complete with the business of the LLP. The said Partner shall not use the name of the LLP to initiate or carry on such business.

13.5 **Right to recover debt due:** If any Partner advance any sum of money to the LLP over and above his due contribution to capital, the same shall be a debt due from the LLP to the Partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate as decided by the partners unanimously.

14 DUTIES OF PARTNERS

14.1 **Fiduciary duties:** Each Partner of the LLP shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

14.2 **Duty to indemnify loss caused by fraud:** The defaulting Partner(s) shall indemnify the LLP and the other existing Partners for any loss caused to it by his fraud/fraudulent conduct of the business of the LLP. In such a case, the partner/designated partner involved shall carry unlimited liability, at his own risks.

14.3 **Duty to pay back personal profits earned by Partner:** If any Partner of the LLP derives any profit for himself without the consent of the LLP from any transaction concerning the LLP, or from use of the property or business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

14.4 **Duty not to compete with the business of the LLP and consequences of violation thereof:** No Partner of the LLP shall engage in any business that is similar in nature to and/or is competing with the business of the LLP during his tenure as a Partner in the LLPand further for a period of two years after his resignation from the LLP. In case of an existing competing business of any existing Partner(s), the concerned Partner(s) shall intimate the same to the LLP and other Partners of the LLP and shall obtain the consent of all the Partners.

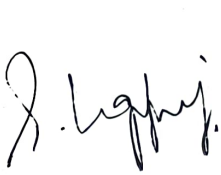
In case of an existing competing business of any existing Partner(s), and approval for the same has been obtained by the other Partners, such existing Partner shall be prohibited from soliciting any employee or independent contractor of the LLP on behalf of any other business enterprise, or inducing any employee or independent contractor associated with the LLP to terminate or breach an employment, contractual or other relationship with the LLP during the term of such partnership or for a period of 1 year thereafter.

If a Partner, without the consent of the other Partners of the LLP, carries on such business, as mentioned hereinabove, he shall be liable to account for, and pay over to the LLP the proportion of profits made by him/his business entity from such competing business.

The Partners acknowledge (1) that the LLP will suffer irreparable harm if it breaches its obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the LLP for such a breach. Therefore, if any Partner breaches any of such provisions, then the LLP shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

14.5 **Confidentiality**

a) Disclosure of a Partners' confidential information to any of the officers, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.





Further, such disclosure shall be limited to the extent consistent with the rights and responsibilities enumerated under this Agreement, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted be this Agreement.

b) Each Partner shall exercise the same standard of prudence and diligence, but no less than a reasonable standard of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

c) Within sixty days following termination or expiration of this Agreement, each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of documents.

Any employee who has access to confidential information of another Partner is Liable to maintain such information in confidence and not to use such information except as expressly permitted in this Agreement. Each Partner hereby agrees to enforce confidentiality obligation by which its employees and consultants are bound.

14.6 **Liability of Partners to make good losses incurred in certain cases:** Any loss incurred through breach of the provisions mentioned above shall be made good to the LLP by the Partner whose conduct caused the LLP to incur the same.

15. PARTNERS' RELATIONS, AUTHORITIES, RESTRICTIONS AND LIMITATION OF LIABILITIES

15.1 **Inter se relation among Partners and their relation with the LLP:** Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

15.2 **Restriction on authority:** No Partner shall:

a) 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 purpose of the LLP;
b) use the LLP name, credit, or property for other than the purpose of the LLP;
c) Do any act determined to the interests of the LLP or which would make it impossible or carry on the business or affairs of the LLP.

15.3 **Prohibited acts:** Except as otherwise expressly provided in an Agreement:

a) Partners or Designated Partners of the LLP and other employees of the LLP shall not compete with the LLP in the conduct or winding up of the activities of the LLP.

b) Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of the Partners in a properly and physically convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP business and had made a declaration of his interest in such business to the LLP at the time of being admitted as a Partner thereto.

15.4 **Extent of Partner's liability:** The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this Agreement.

Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other Partner, if such deficits occur.

15.5 **Protection to Partners by LLP:** 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, judgement, 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 or wilful misconduct of the Partner or the officer(s) seeking indemnification.

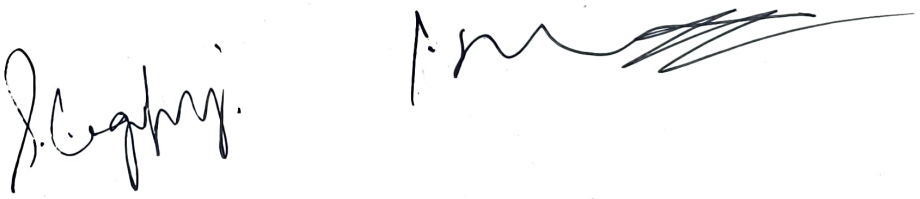
15.6 **LLP not to be bound by certain acts:** Subject to the provisions of this LLP agreement, LLP Act and the Rules, the LLP shall not be bound by any act done by a Partner in his personal capacity.

16. CONSEQUENCES OF BREACH OF CONVENANTS

16.1 **Default in performance of obligations by Partners:** If a Partner materially defaults in the performance of his obligations under this Agreement, and such default is not cured within 30 days after notice of such default is given by the LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 30 days after notice of such default is given by a Partner to be defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement.

16.2 **Available rights and remedies:** If a Partner fails to perform its obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

16.3 **Waiver or consent to breach:** No consent or waiver, express or implies, by a Partner of any breach or default by other Partner in the course of Performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner. Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under this Agreement.



16.4 **Remedy for material breach:** If a material breach of this Agreement is committed by a Partner then the scope of cure of such breach shall be conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted for such breach then the Partner serving notice to the defaulting Partner has the right to request dissolution of the LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting partner(s) would be in addition and without prejudice to his/their right to seek indemnification under Article 18 of this Agreement.

17. TITLE TO PROPERTY

The immovable properties purchased by the LLP shall have clear and marketable title free from all encumbrances. All properties of the LLP shall be held and registered, where necessary, in the name of the LLP.

18. INDEMNIFICATION

18.1 **Indemnification by, and between, the Partners:** Neither Partners shall indemnify the other Partner(s) or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("**Indemnitees**") for any loss, claim, damage, liability or action except to the extent resulting from his gross negligence, misconduct, wilful wrong doing or breach of his obligation(s) in terms of Articles 16 of this Agreement. This provision does not seek to limit other remedies available to the Partners under the existing laws.

18.2 **Procedure for indemnification:** An Indemnity (the "**Indemnitee**") that intends to claim indemnification under Article 18 shall promptly notify the other Partner (the "**Indemnitor**") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desire, to assume the defence thereof with counsel of its own choice.

18.3 **Limitation of indemnity:** The provisions of indemnity in this Agreement shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is made with the consent of the Indemnitees, which consent shall not be withheld unreasonably. The failure to deliver written notice to the Indemnitor reasonable time after the commencement of any such action (in any case, not more than six months of commencement of any such action), if prejudicial to his/its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitee under this Article.

18.4 **Co-operation:** At the Indemnitor's request, the Indemnitee under this Article and its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

18.5 **Payment of legal costs by LLP:** The expenses incurred by Partners, Designated Partner, officers or employees in defending a civil or criminal action, suit or proceeding by or against the LLP/its Partners/Designated Partners/Officers/Employees, in the ordinary course of the business of the LLP, shall be paid by the LLP.

18.6 **Notice of indemnification and payment of legal costs:** Any indemnification of, or payment of legal costs to, a Partner or a Designated Partner or any other employee in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP, shall be reported in writing to the Partners.

19 WINIDING UP AND DISSOLUTION

19.1 **Voluntary winding up:** The LLP shall be liquidated pursuant to the terms and conditions contained in this Agreement and the provisions of the LLP Act upon a decision to dissolve the LLP by a written consent of the Partners holding at least 51% interests of the LLP, in terms of the value of their 'Capital Contribution' to the LLP.

19.2 **Compulsory Winding up:** Notwithstanding anything contained in this Agreement, the LLP shall be deemed to be terminated in the following cases:

a) Number of Partners falls below two, and the LLP continue to carry on its business with less than two Partner for a period of six months;
b) Partner's non-economic rights (viz., right to take part in the management, etc.) are transferred to a third party without the approval of the existing Partners unless reversed or vested with the other Partner(s).

It is clarified that insolvency or death of any of the Partners shall not amount to a compulsory winding up under this Clause.

19.3 **Appointment of Liquidator:** Upon the occurrence of an event of dissolution as defined in the LLP Act or in this Agreement, that would trigger winding-up action, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligation, and shall wind up its affairs and liquidated its assets in the manner prescribed in the LLP Act and Rules.

The Partner or Designated Partner with the consent of all the Partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding-up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be filed a statement of intent to dissolve the LLP as required by the LLP Act and/or the LLP Rules.

19.4 **Status during Liquidation:** During the course of liquidation, the Partners shall continue to share profits and losses of the LLP but there shall be no cash distribution to the Partners until the Distribution Date as defined in Clause 19.5 hereof.

19.5 **Distribution Date:** Liquidation shall continue until the affairs of the LLP are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for. When the liquidator has determined that there can be a final accounting, the liquidator shall fix a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP cease to be a going concern, or, if later, ninety days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date'). The net proceeds of liquidation of the LLP shall be distributed to the Partners as provided in Clause 19.6 hereof not later than the Distribution Date.

19.6 **Appropriation of proceeds of liquidation:** Subject to provisions of the LLP Act, upon the winding up and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

a) First, to pay all expenses of liquidation and winding up;
b) Second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contribution;
c) Third, to pay all debts of the LLP owing to a Partner; and
d) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners in proportion of their respective profit sharing ratio.

20. GENERAL PROVISIONS

20.1 **Amendment, repeal or modification:** Subject however to any contrary provisions in the LLP Act, this Agreement may be amended only by the affirmative vote of [all the] the partners [it may be changed on case-to-case basis and depending on the circumstances]. Any such amendment shall be in writing and shall be duly executed.

20.2 **Binding effect:** Subject to the provisions of this Agreement, the terms and conditions made herein shall have precedence over any other Agreement concluded before the execution of this Agreement. The Partners shall be bound by the terms of this Agreement and any change in the said terms shall be expressly reflected in this Agreement and the required amendment shall be made only with the consent [of all the Partners] and in writing.

20.3 **Construction:** This Agreement shall be construed as per the provisions of the LLP Act and other laws, notifications, circulars and rules for the time being in force in India.

20.4 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exists copies hereof which, when taken together, bear the authorised signature of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

20.5 **Notices:** Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by email, express courier, registered/speed post or facsimile to:

If to Mr.Sellamuthu Sideshkumar:
5/80, Rasi Nagar, Salem Steel Plant Road, Salem, Tamil Nadu 636 302

If to Mrs. Sideshkumar Lagnapriya:
5/80 A, Rasi Nagar, Steel Plant Road, Salem Tamil Nadu 636302

20.6 **Severability:** If one or more provisions of this Agreement are held by a Court of law to be unenforceable under the applicable laws, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

20.7 **Waiver:** No part of this Agreement shall be deemed to have been waived by any Partner or any other person thereof unless such statement of waiver is submitted in writing by the Partner or such person seeking the waiver, and shall be subject to unanimous consent of the remaining or all the Partners as the case may be.

20.8 **Dispute Resolution:** In case of any dispute or difference among the Partner, or between the Partners and the legal heirs/representatives of the deceased Partner, or between Partners and LLP, whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue. Where such dialogue is not completed within 30 days or such time as the Parties to the dispute may mutually agree, the matter shall be referred to a single arbitrator, if the parties agree upon one, or if the parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 (the 'Arbitration Act') and/or any statutory modification or re-enactment thereof for the time being in force. Such arbitral award(s) shall be binding on all parties to the dispute.

20.9 **Entire Agreement:** Subject to the provisions of this Agreement, the Agreement, exhibits and schedules hereto and any side letter agreements entered into by the Partners as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the Partner with respect to the subject matter hereof, and supersede all prior and contemporaneous agreement, representations, and understandings of any parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither of the Partners can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the other Partner.

20.10 **Savings:** In the absence of any specific provision to the contrary, nothing in this Agreement shall be deemed to limit of otherwise affect any special or local law now in force or any special jurisdiction or power conferred, or any special form of procedure prescribed, by or under any other law for the time in force.

20.11 **Governing law:** This agreement shall be governed by the laws of India which are in force and which may be enacted by the Government of India from time to time.

20.12 **Jurisdiction:** Subject to the provisions mentioned hereinbefore, competent courts in the State of Tamil Nadu shall have exclusive jurisdiction to adjudicate over matters relating to or arising out to the present Agreement.

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

SIGNED AND DELIVERED BY

Signature:

Sellamuthu Sideshkumar
Party of the FIRST PART
DIN:00657366

Signature:

Sideshkumar Lagnapriya
Party of the SECOND PART
DIN:10860726

Witnesses:

1. (R. VINOTH KUMAR)
S/O C. RAJENDRAN
56/2 JAGIR PERIYAMOTTUR
MAMANGAM,
SALEM - 636 302

2. (S. RAJESWARI)
W/O M. SHANMUGAM
204/2/43 DOR COLONY
NAGAPANAKAL ROAD
ALAGAPURAM
SALEM - 636 316.

SCHEDULE 1

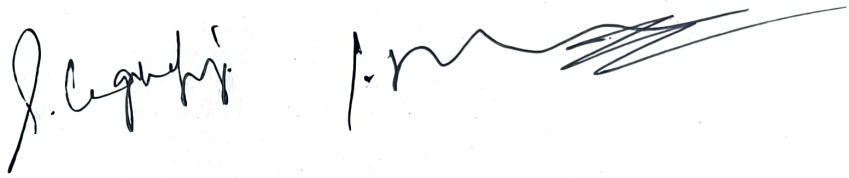
NAME OF PARTNERS:

SN	Name of Partner	Address	Email ID
1	Sellamuthu Sideshkumar	5/80, Rasi Nagar, Salem Steel Plant Road, Salem, Tamil Nadu 636 302	sidesh.kumar@gmail.com
2	Sideshkumar Lagnapriya	5/80 A, Rasi Nagar, Steel Plant Road, Salem Tamil Nadu 636302	slptradestdg@gmail.com

SCHEDULE 2

NAME OF DESIGNATED PARTNERS:

SN	Name of Designated Partners	DIN
1	Sellamuthu Sideshkumar	00657366
2	Sideshkumar Lagnapriya	10860726



SCHEDULE 3

BUSINESSES OF THE LLP:

Main Business

1. To engage in the business of planning, designing, constructing, developing, altering, repairing, maintaining, and managing buildings, layouts, and infrastructure projects, either on own account or on a contractual basis.

2. To undertake activities related to the development, enhancement, utilization, or transfer of properties, including buildings, layouts, and spaces developed for residential, commercial ,industrial and/or mixed developmental purposes, and to explore opportunities for their effective use or management.

Ancillary Business/Other Business

The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business more particularly described herein below.

1. To obtain the necessary legal authorization, permits, licenses and approvals to achieve and perform the primary objects referred above.

2. To enter into contracts with owners of Intellectual Property rights, suppliers, agents, governments and other authorities, departments or agencies, whether civil or military, for and in connection with the business of the Company.

3. To adopt such means of making known the products or services of the LLP as may seem expedient and in particular, by advertising in the press, by circulars, by purchase and exhibition of work which are of interest, by publication of books and periodicals and by granting prizes, rewards and donations.

4. To develop, promote, have and maintain canteen, refreshment rooms, crèche, medicine shops within or without the premises and other facilities normally associated with the business and used by the customers of the company for the convenience of the users of the services of the company.

5. To apply for, obtain, purchase or otherwise acquire and protect, prolong and renew any patents, patent rights, inventions, processes, trade secrets, scientific, technical or other assistance, manufacturing process, know-how and other information, designs, patents, copyrights, trade-marks, licenses, concessions and like rights or the benefits or right of use thereof, which may seem capable of being used for or in connection with any of the purposes of the LLP on payment of any fee, royalty or other consideration and to use, exercise or develop the same and grant licenses or sell or otherwise deal with and make use of the same.

6. To borrow, or raise and in any manner secure the payment of money for the purpose of or in connection with the LLP's business and for purposes of or in connection with the borrowing or raising of money by the LLP and to charge its property or assets and rights whether present or future.

7. To mortgage and charge the undertaking of all or any of the movable and immovable property and assets, present or future for the time being of the LLP and further to secure any securities of the Company by a trust deed or other assurance.

8. To pay for any property or rights acquired by the LLP either in cash or in kind, or partly in one mode and partly in another and generally on such terms as the LLP may determine;

9. To accept payment for any property or rights sold or otherwise disposed of or dealt with by the LLP, either in cash, by instalments or otherwise or in fully or in partly paid-up shares of any company or corporation without deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or in debenture stock, mortgage or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as the LLP may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;

10. To enter into partnership or any other arrangement for sharing profits, joint venture or reciprocal concession, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this LLP is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefits this LLP and to lend money, to guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

11. To promote or acquire shares in, any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this LLP, or for any other purpose, which may seem directly or indirectly calculated to benefit this LLP.

12. To construct, maintain or develop any buildings, factories, warehouses, shop or other structures or works necessary, convenient or expedient of the purposes of the LLP.

13. Generally to purchase, take on lease or in exchange, hire or otherwise acquire, any moveable or immovable property, and any rights or privileges which the LLP may think necessary or convenient for the purpose of its business and in particular any lands, buildings, easements, machinery, plant and stock in trade.

14. To enter into arrangements with any public or Private or Government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the LLP's objectives, or any of them and to obtain from any such Government or authority, any rights, privileges and concessions which the LLP may think its desirable to obtain, and to carry out, exercise and comply with any such arrangements, Rights privileges and concessions.

15. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the company.

16. To acquire businesses of other companies or entities with or without acquiring the said company or the entity, and to pay for any business, property or rights acquired or agreed to be acquired by this LLP and generally to satisfy any obligation of this LLP by cash or in kind.

17. To pay, satisfy or compromise any claims made against the company, which it may seem expedient to pay, satisfy or compromise.

18. Subject to provisions of the Act, to advance and lend moneys upon such securities or without securities therefore as may be thought proper and to invest such of the LLP's money not immediately require, in such manner as may from time to time determined by the Partners of LLP.

19. To apply for tender, purchase or otherwise acquire contracts, sub-contracts, licenses and concessions of all or any of them and to undertake, execute, carry out, dispose of or otherwise turn to account the same and to sublet all or any contracts for time to time and on such terms and considerations as may be thought expedient.

20. To adopt such means for making known the services, business and/or products for this company or any company in which this LLP is interested as its agent, representatives or in any other way, by advertisements in papers, magazines, through periodicals, cine slides and films, by issue of circulars, posters, calendars exhibiting, by publication of books, periodicals and by granting prizes, rewards and donations.

21. To establish and support funds and institutions calculated to benefit employees or ex-employees of the company or its processors in business or the dependents or connections of such person, and to grant pensions, and allowances, and to subscribe or guarantee money for charitable objects.

22. To send Partners or employees or any other candidates in India or abroad in the interests and for the furtherance of the LLP's objects and business.

23. To remunerate any person or LLP for services rendered, or to be rendered for any purposes of the LLP whether towards business or procuring funds or otherwise.

24. To create any depreciation funds, reserve funds or any other special fund whether for repairing, improving, extending or maintain any property of the LLP for any other purpose conducive to the interests of the LLP.

25. To procure the registration or other recognition of this LLP in any country, state or place and to establish and regulate agencies for the LLP's business.

26. To sell or dispose of the undertaking of the LLP or any part thereof for such consideration as the LLP think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this LLP.

27. To provide for the welfare of the Partners, officers, employees and ex-Partners, ex-officers and ex-employees, of the LLP and wives, widows, and families or for dependents or connections of such person, by building or contributing to the building houses bonus, or other payments; or by creating and from time to time subscribing or contributing towards places of instruction and recreating, hospitals and dispensaries, medical and other attendance and other assistance as the LLP shall think fit, and to subscribe or contribute or otherwise assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or other institutions and objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation or of public and general; utility or otherwise.

28. To amalgamate with any other LLP or company having objects altogether different or similar to those of this LLP.

29. To distribute any of the property of the company amongst or in part similar to those of this LLP.

30. Subject to provisions of the Act, to place to reserve or to distribute as dividends or bonus among the Partner or otherwise to apply, as the LLP may from time to time think fit, any moneys received by the LLP.

31. To do all or any of the above things in any part of the world, and either as principals, agents contractors, or otherwise and either alone or in conjunction with otherwise and either by or through agents, sub-contractors or otherwise.

32. To promote and establish any other LLP, whatsoever and to subscribe to, purchase, hold and dispose shares, debentures, or securities of any other company or stock of any other company or any part thereof and to pay all the costs, charges and expenses of the formation, promotion or establishment of any such company and to work as agents, secretaries and treasurers of companies and to obtain remuneration for such services with prior written approval, wherever necessary, of the Government of India.

33. To open one or more accounts of any kind with any bank or banks and to draw, accept, make and/or discount and negotiate promissory notes, hundies, bills of exchange and other negotiable instruments, connected with the business of the LLP

SCHEDULE 4

PRE-INCORPORATION AGREEMENTS: NIL

SN	Particulars	Remarks
1	NIL	

SCHEDULE 5

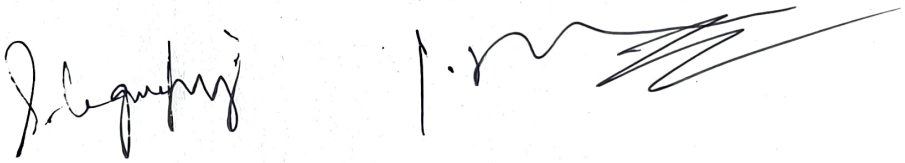
CAPITAL CONTRIBUTION BY PARTNERS:

S.No	Name of Partner	Cash or in kind	Value(Rs.)	Percentage
1	Sellamuthu Sideshkumar	Cash	30,00,000/-	60%
2	Sideshkumar Lagnapriya	Cash	20,00,000/-	40%
TOTAL			**50,00,000/-**	**100%**

SCHEDULE 6

PROFIT/LOSS SHARING:

S.No	Name of Partner	Percentage
1	Sellamuthu Sideshkumar	60%
2	Sideshkumar Lagnapriya	40%
TOTAL		**100%**



SCHEDULE 4

PRE-INCORPORATION AGREEMENTS: NIL

SN	Particulars	Remarks
1	NIL	

SCHEDULE 5

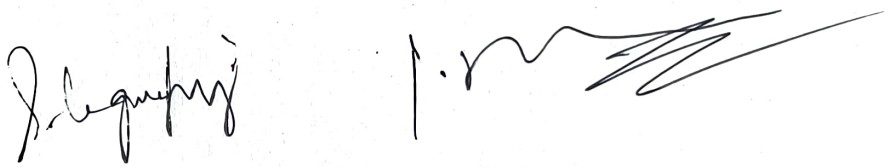
CAPITAL CONTRIBUTION BY PARTNERS:

S.No	Name of Partner	Cash or in kind	Value(Rs.)	Percentage
1	Sellamuthu Sideshkumar	Cash	30,00,000/-	60%
2	Sideshkumar Lagnapriya	Cash	20,00,000/-	40%
TOTAL			**50,00,000/-**	**100%**

SCHEDULE 6

PROFIT/LOSS SHARING:

S.No	Name of Partner	Percentage
1	Sellamuthu Sideshkumar	60%
2	Sideshkumar Lagnapriya	40%
TOTAL		**100%**



THE LANDLENS SUITE

Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
/landlens/one

Verify My Land
Every record check run on one property and returned as a single report.
/landlens/verify-my-land

Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
/landlens

One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
/landlens/one/map

PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
/landlens/pricemap

Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
/landlens/build-scope

Property Tracker
Watch a property and hear about it when something new is registered against it.
/landlens/property-tracker

Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
/landlens/deal-room

FREE TOOLS · NO ACCOUNT NEEDED

Twenty-four checks you can run yourself, at no cost.

Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

Every free tool
/tools

Services we run for you
/services

The LandLens suite
/landlens/one

Verified RealEstate™

Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

Verified RealEstate
3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai 600 097, India
hello@verified.realestate
+91 9996 12 9996

Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.