

தமிழ்நாடு तमिलनाडु TAMILNADU

CE 841403

16 AUG 2022

Vesba Promoters LLP
Tirupur

B. தினகரன்
முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண் : 2/2021/TPR
திருப்பூர் - 1.(அவிநாசி)

LIMITED LIABILITY PARTNERSHIP AGREEMENT

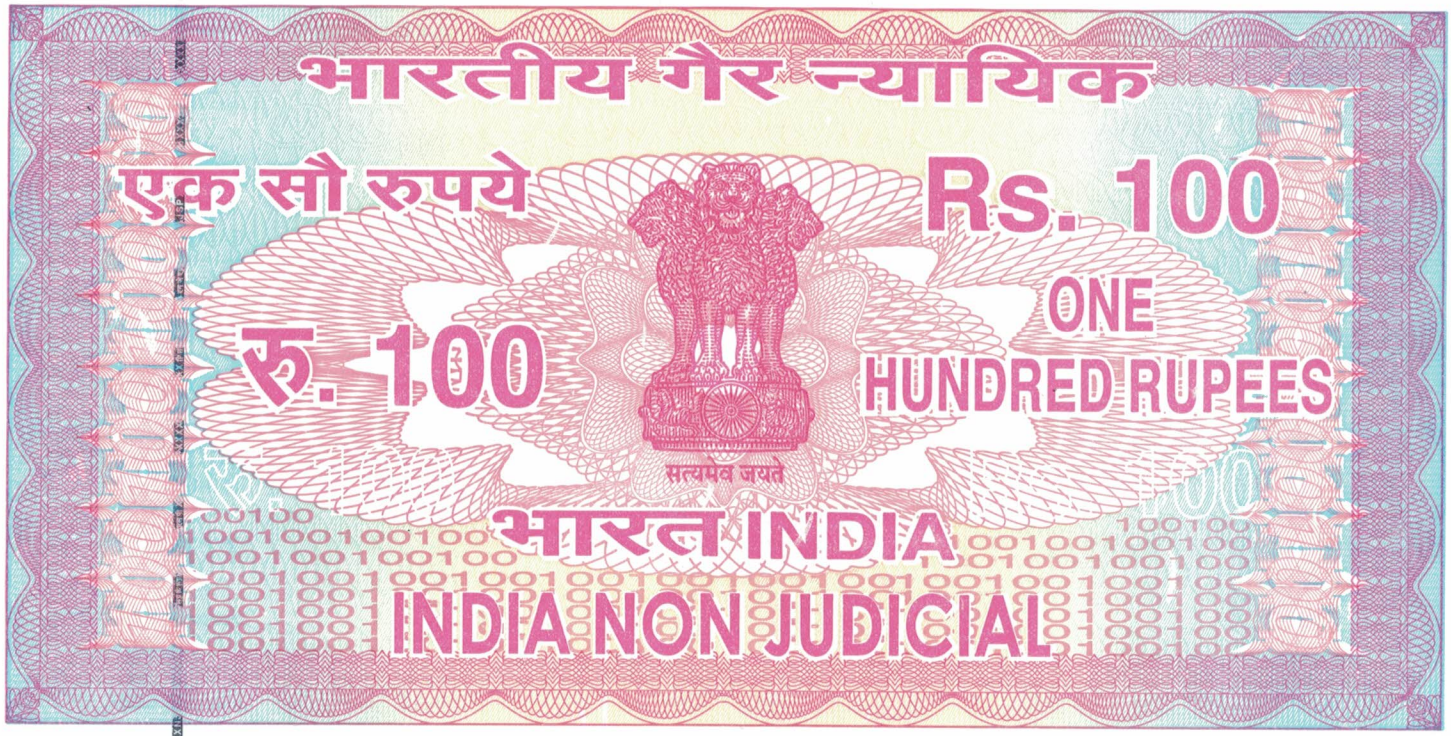
(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of Limited Liability Partnership made on this 16th Day of August, 2022 at Tirupur

BETWEEN

1. Mr. Shaikh Vazir Ebrahim S/O Ebrahim Residing at No.18, AB Nagar, Gandhi Nagar Post, Tirupur, Tamil Nadu-641603, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY

2. Mr. Bilal Shaikh S/O Shaikh Vazir Ebrahim Residing at No.18, AB Nagar, Gandhi Nagar Post, NR Vinayagar Temple, Tirupur, Tamil Nadu-641603,Which expression shall, Unless it be repugnant to the subject or context thereof, include his legal heirs, Successors, Nominees and permitted assignees and hereinafter called the SECOND PARTY



தமிழ்நாடு तमिलनाडु TAMILNADU

CE 841404

16 AUG 2022

Vesba Promoters LLP
Tirupur

B. தினகரன்
முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண் : 2/2021/TPR
திருப்பூர் (தமிழ்நாடு)

3. Mrs. Shameem Vazir W/O Shaikh Vazir Ebrahim Residing at No.18, AB Nagar, Gandhi Nagar Post, Tirupur, Tamil Nadu-641603,Which expression shall, Unless it be repugnant to the subject or context thereof, include his legal heirs, Successors, Nominees and permitted assignees and hereinafter called the THIRD PARTY

(THE AFORESAID ALL PARITES SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

WHEREAS the abovementioned PARTIES have mutually agreed to carry on the main business as follows:



தமிழ்நாடு तमिलनाडु TAMILNADU

16 AUG 2022

CE 841405

Vesba Promoters LLP
Tirupur

B.சசிகலா
முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண் : 2/2021/TPR
திருப்பூர் - 1.(தமிழ்)

1. To carry on the business as builders, property developers, Engineering Contracts, Civil, Mechanical and labour contracts, building and erection engineers, consultants, dealer in, importers, exporters and manufactures of prefabricated and precast houses, materials, tools, implements, machinery and metalware in connection herewith or incidental thereto and also to alter, demolish, removal or carry out repairs on such favourable terms and deemed fit and to carry on the business of designers, Real Estate owners, Layout promoters and also act as real estate brokers, realtors and agents and other service providers and to carry on any other business that is customarily, usually and conveniently carried on there within or outside India and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose off or maintain the same and give away for rentals.

To carry on the business of contractors, sub-contractors, quasi contractors and to undertake contracts and subcontracts relating to construction, modification, repairing, alteration, construction, removal, redecoration, redesigning, enlarging, improving and designing of civil work, building for whatever use, roads, approach roads, streets, circles, squares, parks, gardens, statues, parking places, bridges, dams, watercourses and reservoirs, tunnels, earthworks, sewers, tanks, drains, sewage, lighthouses, towers, transmission towers, pipelines, underground cables, railway tracks, railway sidings, runways shipyards, culverts, channels whether on a turnkey basis or on labour contracts or otherwise.

NOW both the parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

Definitions:

i. The Act and the said Act shall mean the Limited Liability Partnership Act, 2008

ii. The Rules and the said Rules shall mean the Limited Liability Partnership Rules, 2009

iii. The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are inconsistent with any of the clauses of the agreement.

iv. Designated Partners - Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008

v. Partners - Partners are those who are admitted to VESBA PROMOTERS LLP with the mutual consent of the Designated Partners and include the Designated Partner.

vi. Contribution – Contribution means the amount brought in by the partners of VESBA PROMOTERS LLP.

vii. Profit Sharing Ratio – Profit Sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP, and is more specifically described in Clause 12 of this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. A Limited Liability Partnership shall be carried on in the name and style of 'VESBA PROMOTERS LLP.' [Hereinafter referred to as 'VESBA PROMOTERS LLP or 'the LLP'].

   VESBA PROMOTERS LLP shall have its Registered Office at 329A, EB Colony, Gandhi Nagar, Tirupur - 641603 and / or at such other place or places, as shall be agreed to by the majority of the Partners from time to time. In the event of the business being carried out from the premises mentioned hereto, it is agreed and understood by the Other Parties that the said premises belongs to the First Party and the Other Parties shall not have any right, title or claim in the said premises or create any mortgage or lien thereon and shall at no point in time be entitled to claim any tenancy or occupational rights in the said premises either on their own or through this LLP.

   All the Parties shall be the Partners on the incorporation of the LLP.

   The Mr. Shaikh Vazir Ebrahim, the First Party and Mr. Bilal Shaikh, The Second Party shall be the Designated Partners on the incorporation of the LLP.

2. The initial contribution of VESBA PROMOTERS LLP shall be Rs. 100,000/- (Rupees one lakhs only) which shall be contributed by the Partners in the following proportions :

First Party	:	50 % i.e. Rs. 50,000/- (Rupees Fifty thousand only)
Second Party	:	25 % i.e. Rs. 25,000 /- (Rupees Twenty Five thousand only)
Third Party	:	25% i.e. Rs. 25,000/- (Rupees Twenty Five thousand only)

   Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.

3. The LLP shall have a common seal to be affixed on documents as defined Partners under the signature of any of the Designated Partners.

4. All the Partners are entitled to share profit and losses in the ratio of their respective contribution in the LLP or as may be decided by all the partners from time to time.

5. The voting rights of all the Partners shall be in the ratio of their respective contribution.

6. The business of the LLP shall be of to provide training courses and special programmers' to impart training, education in disciplines pertains to aviation and other ancillary business as more particularly described in the "**Schedule I**" annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

Contribution:

7. The Contribution of a Partner may be tangible, intangible, moveable or immoveable property.

8. Subject to approval of all the partners, the LLP may call for bringing in additional amount of contribution from the existing partners in their profit sharing ratio, for meeting operational needs, working capital requirements and any other requirements.

9. Such increase in contribution shall be done by amending the LLP Agreement to this effect with the approval of all partners and necessary compliance with all the requirements under the Act and Rules.

10. The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of all the partners. Such withdrawal of contribution shall be followed by a suitable modification of the LLP Agreement with the consent of all the partners.

11. The profit sharing ratio of the partners of VESBA PROMOTERS LLP will be in proportion to the contribution of the LLP or as may be decided by all the partners from time to time.

12. Unless all the Partners agree otherwise, the profit sharing ratio of any new Partner admitted in the LLP will be in proportion to his contribution of the LLP.

13. The profit sharing ratio of the Partners may be altered subject to approval of all the partners and alteration of the LLP Agreement to this effect and necessary compliance with all the requirements under the Act and Rules.

PARTNERS

Admission of New Partner:

14. No Person or Body Corporate may be introduced as a new Partner without the consent of all the existing Partners and such incoming Partner shall give his prior consent to act as Partner of VESBA PROMOTERS LLP.

15. Consequent to admission of a new partner, the LLP Agreement shall be suitably modified with the consent of all the partners.

Resignation/ Retirement of Partner:

16. Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other Partners of his intention to resign/ retire as Partner.

17. On the expiry of the notice period or at an earlier date at the discretion of continuing Partners, the resigning/ retiring Partner shall cease to be a Partner in the LLP.

18. The accounts of the LLP shall be taken as closed on the date of resignation/ retirement/ transfer of partners' rights to other persons/ person other than existing partners, and the amount found due from or payable to the Resigning/ Retiring Partner/ Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/ retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.

Death of Partner:

19. Upon the death of any of the Partners herein the heirs, executors and administrators of such deceased Partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased Partner.

20. On the death of any Partner, if his or her heir / heirs opt not to become the Partner, the surviving Partners shall have the option to get the profits of the LLP in the profit sharing ratio of the deceased Partner.

Removal of Partner:

21. No Partner can be expelled by the other Partners or a majority of Partners except where he / she have been found guilty of carrying on any activity / business of the LLP for fraudulent purposes.

22. A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such partner, to be heard.

Rights of Partner:

23. All the Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their contribution to the capital.

24. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto provided that the said Partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.

25. Every Partner has a right to have access to and to inspect and copy any books of account / documents, etc. of the LLP.

26. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.

27. Upon insolvency of a Partner his or her rights, title and interest in the LLP shall come to an end.

Duties of Partners:

28. Every Partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP, or from any use by him of the property, name or any business connection of the LLP.

29. Each Partner shall render true accounts and full information of all things affecting the LLP to any Partner or his legal representatives.

Extent of Liability of the LLP:

30. VESBA PROMOTERS LLP is not bound by anything done by a Partner in dealing with a person if :

I. the Partner in fact has no authority to act for the LLP in doing a particular act; and

II. the person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.

Meetings:

31. One or more meetings of the partners of the LLP may be held at any such time and at any such intervals as may be deemed fit by all the partners of the LLP.

Notice of Meeting:

32. All the matters related to VESBA PROMOTERS LLP as mentioned in Schedule II to this Agreement shall be decided by a resolution passed by all the Partners.

33. The meeting of the Partners may be called by giving 7 days prior notice to all the Partners at their residential address or by Email as provided by the individual Partners in writing to the LLP or any other mode of sending the notice and in any case if the notice could not be served before 7 days of the meeting, the partners shall have the right to waive it as they mutually agree from time to time.

Requisition for Meetings:

34. Any partner holding not less than one-tenth of the paid up value of contribution of the LLP, singly or jointly with one or more partners of the LLP, may make a requisition for convening and holding a meeting of the Partners of the LLP. Such requisition made by the Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.

35. Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of the LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the date of the requisition being deposited at the Office to cause a meeting to be called; on a day not later than 30 (thirty) days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the contribution held by all of them or not less than one-tenth of such of the paid-up value of contribution of the LLP, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of deposit of the requisition as aforesaid.

Place and Manner of holding Meetings:

36. With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.

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

38. At any time, any of a partner of the LLP, being a body corporate, it shall be deemed to be present, if it is represented by any individual holding a valid letter of authority/ power of attorney/ resolution allowing such individual to represent the body corporate in the meetings of Partners of VESBA PROMOTERS LLP.

Proxy:

39. A partner of VESBA PROMOTERS LLP may, by executing a power of attorney or a letter of authority, appoint any individual as his proxy to represent such Partner in his absence, at the meetings of Partners of the LLP. If such appointer is a

corporation, such power of attorney/ letter of authority shall be under the common seal of such corporation.

40. Such proxy appointed by a Partner may or may not be another partner of the LLP, and such proxy should be deposited at the registered office of the LLP at least 48 hours before the time fixed for the meeting of Partners of VESBA PROMOTERS LLP.

Quorum for Meetings:

41. Two Partners present in person shall be a quorum for a Meeting of partners of the LLP.

42. If, at the expiration of half an hour from the time appointed for holding a meeting of VESBA PROMOTERS LLP, a quorum shall not be present, the meeting if convened by or upon the requisition of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the majority of Designated Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact, the business for which the meeting was called.

Chairman of the meeting:

43. The majority of the partners may, at any time, elect any person amongst them as a Chairman to chair all or any of the meetings of the Partners of the LLP held after his appointment as a Chairman.

44. If the majority of the partners of the LLP have not appointed any Chairman or if at any meeting, such Chairman shall not be present within fifteen minutes of the time appointed for holding such meeting then the Partners present shall elect one of their Partners to be the Chairman.

45. No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

Voting at meetings of Partners:

46. The voting for matters discussed at the meetings of Partners shall be by show of hands, unless voting by poll is demanded by the Partners.

47. At the meetings of Partners, votes may be given either personally or by proxy. A body corporate, being a Partner of the LLP may vote either by a proxy or by a representative duly authorized by a Board resolution/ power of attorney/ letter of authority, and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.

48. The voting on each resolution in a meeting shall be by way of simple majority except the items mentioned under "**Schedule II**" for which the resolution shall be passed with the consent of all the Partners.

49. Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, whether present in person or by proxy, shall be in proportion to his share of the paid-up contribution of the LLP.

50. A Partner present by proxy shall be entitled to vote only on a poll but not on a show of hands, unless such Partner is a body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.

51. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairman's Casting Vote

52. In the case of any equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the votes to which he may be entitled as a Partner.

Circular resolution

53. The Partners may pass the necessary resolutions in writing by way of circulating the resolution in draft together with the necessary documents, relating to the business mentioned in Schedule II and such resolutions shall be binding on all the Partners of the LLP.

54. On a poll taken at a meeting of Partners of the LLP, a Partner entitled to more than one vote, or his proxy, or other person entitled to vote for him as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

55. The Partners shall ensure that all decisions taken by them in meetings are recorded in the minutes within thirty (30) days of taking such decisions and are kept and maintained at the Registered Office of VESBA PROMOTERS LLP.

56. Each Partner shall :

(i) Punctually pay and discharge the separate debts and engagement and indemnify the other Partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.

(ii) Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the LLP business and affairs and of all transactions, matters and things relating thereto;

(iii) Punctually and forthwith account for and pay in the LLP all moneys, cheques and other negotiable instruments whatsoever received by him for and on behalf of the LLP and shall punctually and forthwith credit or get credited the same in the books of accounts of the LLP.

II Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business and they all shall be the Working Partners.

DESIGNATED PARTNERS

Appointment of Designated Partners:

57. Mr. Shaikh Vazir Ebrahim, The First Party along with Mr. Bilal Shaikh the Second Party shall act as the Designated Partners of VESBA PROMOTERS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.

58. The majority of partners of the LLP may appoint, from time to time, any one or more members to be the Designated Partners of VESBA PROMOTERS LLP, such that the minimum number of Designated Partners does not, at any time, falls below two.

59. VESBA PROMOTERS LLP may from time to lime, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

Resignation of Designated Partner:

60. Any Designated Partner may resign from the LLP by giving a notice of 30 days to the LLP.

61. The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the partners of the LLP within the prescribed time.

Removal of Designated Partner:

62. Any Designated Partner can be expelled by the other Partners or a majority of Partners by assigning the reason for removal of Designated Partner.

63. A Designated Partner may be expelled by giving a notice of thirty (30) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard.

64. The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all partners of the LLP within a period of 3 months from the date of removal.

Powers of Designated Partner:

65. The business of the LLP shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of the LLP.

66. The Designated Partners shall have the following powers:

a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.

b) To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.

c) To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.

d) To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the Company and its unpaid contribution for the time being or in such manner as they may think fit.

e) To give loan or credit or to provide security or guarantee on behalf of the LLP or to have any dealings with any Persons, Firm, Body Corporate or any other entity as the partners mutually agree from time to time.

f) To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

g) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.

h) To act on behalf of the LLP in all matters relating to bankrupts and insolvents.

i) To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.

j) To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realize such investments.

k) To execute in the name and on behalf of the LLP in favor of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.

l) To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.

m) To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.

n) To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex employees of the LLP and their wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chaw or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other

attendance and other assistance as the majority of Designated Partners shall think fit.

o) To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or 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.

p) To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think it, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.

q) To comply with requirements of any local law which in their opinion it shall in the interest of the LLP be necessary or expedient to comply with.

r) From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.

s) From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.

t) At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners

thinks fit) be made in favor of the Members of any local board, established as aforesaid or in favor of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favor of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.

u) For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.

v) From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.

w) The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem lit for the purpose of providing incentive to the officers, employees and workers of the LLP.

x) All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as (the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.

67. All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.

68. The Designated Partners shall be responsible 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 this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

69. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

Remuneration of Designated Partners

70. VESBA PROMOTERS LLP shall pay such remuneration to each of the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.

71. The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

Seal

72. The Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Partners previously given.

Transfer or Assignment of rights:

73. In case any of the Partners of the LLP desires to transfer or assign his interest in the LLP, he has to offer the same to the remaining Partners by giving 15 days notice.

74. In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.

75. Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

Borrowing Powers:

76. VESBA PROMOTERS LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of all the Designated Partners.

77. In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.

78. The LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.

79. Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of all partners of the LLP.

80. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

Auditors:

81. The auditors can be appointed with the consent of all the Designated Partners of the LLP.

82. If the auditors are not appointed by the Designated Partners of the LLP, then the Auditors can be appointed with the consent of all the Partners of the LLP.

83. The auditors can be removed before the expiry of the term of auditors with the consent of all the Partners of the LLP.

Miscellaneous Provisions:

84. The LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him :

I. in the ordinary and proper conduct of the business of the Limited Liability Partnership; or

II. in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.

85. The books of accounts VESBA PROMOTERS LLP shall be kept for the reference of all the Partners at the Registered Office of the LLP or such other place as agreed by all the Partners.

86. The accounting year of VESBA PROMOTERS LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of the LLP till 31st March of the subsequent year.

87. The final accounts of VESBA PROMOTERS LLP containing the Profit & Loss Account and Balance Sheet shall be made within six (6) months after the 31st March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.

88. It is expressly agreed that the bank account of VESBA PROMOTERS LLP shall be opened with any Scheduled Bank / s as the Partners may mutually decide and shall be operated jointly by First Party and Second Party, or as otherwise agreed by all the Partners.

89. Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.

90. All disputes between the Partners or between the Partner and the LLP arising out of the Limited Liability Partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

Winding up:

91. VESBA PROMOTERS LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008.

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

Signed and delivered by the

Partners of:

'VESBA PROMOTERS LLP'

1. Mr. Shaik Vazir Ebrahim

(Designated Partner)

2. Mr. Bilal Shaikh

(Designated Partner)

3. Mrs. Shameem Vazir

(Partner)

Witness:

a) Name: M. Thirunavukkarasu
Address: 6/38. Perichipalayam
Dharapuram Road
Tirupur - 641604
Signature:

b) Name : E. SANJEEV KUMAR
Address: No. 10, GANESHAPURAM 2ND STREET,
SAMUNDIPURAM MAIN ROAD,
GANDHI NAGAR (PO), TIRUPUR - 641603.
Signature:

SCHEDULE I

MAIN BUSINESS TO BE CARRIED ON BY VESBA PROMOTERS LLP

1. To carry on the business as builders, property developers, Engineering Contracts, Civil, Mechanical and labour contracts, building and erection engineers, consultants, dealer in, importers, exporters and manufactures of prefabricated and precast houses, materials, tools, implements, machinery and metalware in connection herewith or incidental thereto and also to alter, demolish, removal or carry out repairs on such favourable terms and deemed fit and to carry on the business of designers, Real Estate owners, Layout promoters and also act as real estate brokers, realtors and agents and other service providers and to carry on any other business that is customarily, usually and conveniently carried on there within or outside India and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose off or maintain the same and give away for rentals.
2. To carry on the business of contractors, sub-contractors, quasi contractors and to undertake contracts and subcontracts relating to construction, modification, repairing, alteration, construction, removal, redecoration, redesigning, enlarging, improving and designing of civil work, building for whatever use, roads, approach roads, streets, circles, squares, parks, gardens, statues, parking places, bridges, dams, watercourses and reservoirs, tunnels, earthworks, sewers, tanks, drains, sewage, lighthouses, towers, transmission towers, pipelines, underground cables, railway tracks, railway sidings, runways shipyards, culverts, channels whether on a turnkey basis or on labour contracts or otherwise.

ANCILLARY OR OTHER BUSINESS CARRIED ON VESBA PROMOTERS LLP

(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

1. To promote any other company, Body corporate for the purpose of acquiring all or of the property and liabilities of this company

2. To draw, make, accept , endorse, discount, execute and issue negotiable bills of exchange hundies, promissory notes, bills of lading warrants, debentures and other negotiable or transferable instruments without contravening the provisions of

Banking Regulations Act 1949 to advance and lend money upon such securities as may be thought proper or without taking any security thereof

3. To procure the incorporation , registration or other recognition of the Company, Body Corporate in any country , state or place and to establish and regulate agencies for the purpose of the company's business and to apply or joining in applying in any parliament, government , local, municipal , or other authority or body for any acts of parliament, law decree , concessions, orders right or privileges hat may seem conducive to the LLP's objects or any of them and to oppose any proceedings or applications which may be calculated directly or indirectly to prejudice the LLP 's interests.

4. To give loan or credit or to provide guarantee or security on behalf of the LLP or to have any dealings with any Individual, Firm, Body Corporate or any other entity as the Partners and the persons mutually agree, accept and deem fit from time to time to do so.

5. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, national public or any other useful institutions / object

6. To distribute in specific or otherwise as may be resolved, any property or asset of the LLP or any proceeds of sale or disposal of any property or asset of the LLP formed to take over the whole or any part of assets or liability of the LLP but so that no distribution amounting to reduction of capital be made except with the sanction (if any) for the time being required by law.

7. To acquire and take over any business or undertaking carried on upon, or in connection with any land or building which the LLP may desire to acquire as aforesaid or become interested in, and the whole or any of the assets and liabilities of such business or undertaking and to carry on the same or to dispose, remove or put an end thereto, otherwise deal with the same as may seen expedient.

8. To establish any, carry on , and to promote an establishment and carrying on, upon any property in may be convenient, carried on upon or in connection with such property and the establishment of which may seen calculated to enhance the value of the LLP 's interest in such property or to facilitate the disposal thereof.

9. To purchase, take on lease or in exchange or otherwise acquire any land and buildings, in India or elsewhere and any estate or interest, in and any rights connected with any such land and buildings.

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10. To develop and turn to account any land acquire by the LLP or in Which the LLP is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining furnishing, fitting up and improving buildings and by planting, paving, draining, forming, cultivating, letting of building on lease and by advancing money to and entering into contract and arrangements of all kinds with builders tenants and others.

11. To acquire from any government, central, state local or foreign or public body or persons or authority, or from private individual any concessions grants decrees to the LLP capable of being turned to account or which the LLP may thing directly or indirectly conducive to any of its objects or capable of being carried on in connection with its business and to work, develop, carry out, exercise and turn to account the same.

12. To exchange, sell , convey assign or let on lease grant license for the whole or any part of the LLP 's undertaking and to accept as consideration in lieu thereof, other hand or cash or government securities or securities guaranteed by government or shares in joint stock companies or partly the one or partly the other or such other property or securities as may be determined by the LLP and to take back or re-acquire and property so disposed of by repurchasing leasing the same or obtaining a license for such price or prices and on such terms and conditions as may be agreed upon.

13. To apply for promote and obtain any Act of the parliament, charter privilege concessions, licenses or authorization of any government state or municipality provisional order of license from any authority for enabling the LLP to carry any of its objects into effect or for extending any of the powers of the LLP or for effecting any modification of the construction of the LLP or for any other purpose which may seen expedient, and to oppose any proceedings or applications which may seen calculated directly or indirectly to prejudice the interests of the LLP.

14. To purchase or otherwise acquire any interest in any inventions, patents, licenses, trademarks, copyrights, designs or any other intellectual property rights, concessions rights and privileges subject to royalty or otherwise and whether exclusive or not exclusive or limited whether in India or any part of the world

15. To amalgamate or collaborate with entities with or without capital participation or enter into franchise arrangement with local or foreign companies or enter into partnership or into any arrangement for sharing profits union of interest co-operation joint venture, reciprocal concession or otherwise with any person or company in India or abroad carrying on or engaged in or about to carry on/engage in any business tractional which the company is authorized to carry on and to lend money to or guarantee the contract of otherwise assist any such person or company, take or

otherwise acquire shares and securities of any such company and to sell hold reissue with or without guarantee or otherwise deal with the same.

16. To guarantee the payment of money secured by, or payable under, in respect of bonds, debentures, stock, contracts, mortgages, charges, obligation and securities of any authority state municipal local or otherwise or of any person whatsoever whether incorporated or not incorporated.

17. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing

18. To promote and form and to be interested in and take, hold and dispose of shares in other companies and to transfer to any such company any property of this company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in, or of any such company and to subsidies or otherwise assist any such company.

19. To sell, lease , mortgage or otherwise dispose of transfer, the business, property, assets or undertaking of the company or any part thereof, for such consideration as the LLP may think fit and in particular for shares, stocks, debentures or other securities of any other company whether or not having objects altogether or in part similar to those of the company.

20. To pay for any rights or property acquired by the LLP and to remunerate any person or company, local or foreign by cash payment.

21. To borrow or raise money, to receive deposit or loans at interest or otherwise, in such manner as the LLP may think fit and to secure the repayment of any such money borrowed, raised, or received, or owing by mortgage, pledge, hypothecation charge or lien upon all or any of the property, assets or revenue of the LLP [both present and future].

22. To act as agents or brokers and as trustees for any person or entity and to undertake and perform subcontracts and to all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise by or through agents, sub contracts or trustees or otherwise either alone or jointly with others.

23. To carry on any business which the LLP in authorized to carry on by means of or through the agency and to enter in to any arrangements with any entity for taking the profits and bearing the losses of the any business so carried on or for financing any

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other entity or guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business so carried on including the power to close any such business either temporarily or permanently.

24. To purchase or otherwise acquire and undertake liabilities of any person firm or company carrying on or proposing to carry on any business which LLP is authorized to carry on or possessed of property or rights suitable for any of the purpose of the LLP, and to purchase acquire sell and deal in property, shares, stocks, debentures of any such person , firm or company and to conduct, make or to carry into effect any arrangements in regard to the winding up of the business of any such person firm or company.

25. To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the LLP and to obtain and justify public confidence and to avert or minimize financial disturbances which might affect the LLP.

26. To take over the business of any individual, partnership firm and any Body corporate, the business or objects of which altogether or any part similar to the main objects of the LLP.

27. To vest and movable or immovable property, rights or interest acquired by, received or belonging to the LLP in person or persons or company on behalf of or for the benefit of the LLP and with or without any trust declared in favour of the LLP

28. To become a member of any other body of person associations, institutions, clubs, societies and body corporate including companies limited by guarantee

29. To except gifts, bequests, devises or donations of any movable or immovable property or any rights or interest therein from members or others

30. To subscribe, contribute, gift or donate any money, rights, or assets for any national, education, religious, charitable, scientific public general or useful objects or donation or money or other assets to any institutions, clubs, societies associations, trusts, scientific research association funds universities colleges, of any individual or shall not make any contribution to any political party/purpose to anybody or individual

31. To open bank accounts of all kinds including overdraft and to operate the same in the ordinary course of business

SCHEDULE II

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF VESBA PROMOTERS LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

(a) Increase or reduction in contribution.
(b) Increase / Decrease or removal of Designated Partners or change in working Designated Partners.
(c) Alteration of LLP Agreement.
(d) Modification in the right of Designated Partners,
(e) Placing of the LLP in Voluntary dissolution or liquidation
(f) Amalgamation or merger of the LLP with other business or LLP.
(g) Declaration of dividend and its quantum, and other appropriations of profits.
(h) Termination / modification of Lease or License Agreement for the premises / equipments taken on lease by the LLP before the expiration of the term of lease or License.
(i) Sale or lease or encumbrance of the whole or part or substantial part of any of the properties or the business or undertaking of the LLP.
(j) Sale or Assignment of goodwill of the LLP.
(k) Opening / closing of bank account / s and modifying mandate for operation of such account / s.
(l) The approval of the annual financial, economic and investment plan as well as profit planning.
(m) Remit or give time for the repayment of, any debt by a designated Partner.
(n) Contribution to Charitable and other funds not directly relating to the business of the LLP or the welfare of its employees any amounts, the aggregate of which will in any financial year shall exceed five percent of its average net profits of the LLP.
(o) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.