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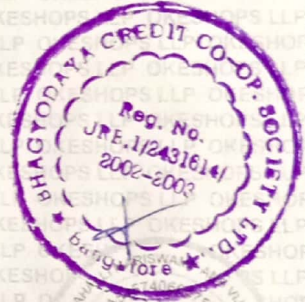
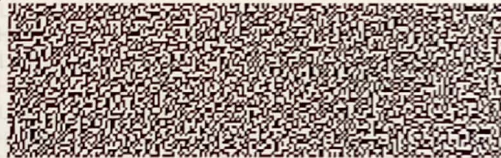
INDIA NON JUDICIAL

Government of Karnataka

Rs. 1,000

e-Stamp

Certificate No. : IN-KA54574060475534T
 Certificate Issued Date : 17-Nov-2021 10:26 AM
 Account Reference : NONACC (FI)/ kacrsf108/ AVALAHALLI/ KA-BA
 Unique Doc. Reference : SUBIN-KAKACRSFL0859685972189540T
 Purchased by : RAVI VITTALENAHALLI MARISWAMY AND VIJAYALAKSHMI N
 Description of Document : Article 12 Bond
 Description : LLP AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : OKESHOPS LLP
 Second Party : RAVI VITTALENAHALLI MARISWAMY AND VIJAYALAKSHMI N
 Stamp Duty Paid By : RAVI VITTALENAHALLI MARISWAMY AND VIJAYALAKSHMI N
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



RS. 1,000

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This forms an integral part of Limited Liability Partnership Agreement executed by Okeshops LLP on 17th November 2021 between Vittalenahalli Mariswamy Ravi and Ningappa Vijayalakshmi.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

OKESHOPS LLP

(As per section 23 of the Limited Liability Partnership Act, 2008)

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP is executed at Bengaluru on this 17th day of November 2021.

BETWEEN

1. **Vittalenahalli Mariswamy Ravi**, son of Mr. Mariswamy, residing at No 46, 2nd Floor 17th Main Road 12th Cross Road, Ideal Homes, Rajarajeshwari Nagar, Bengaluru, 560098, Karnataka, India, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, executors, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**;

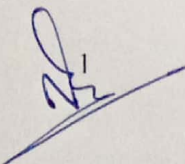
And

2. **Ningappa Vijayalakshmi**, daughter of Mr. Ningappa, residing at No. 1248, 5th Cross, 17th Main, Muneshwara Block, Bengaluru, 560026, Karnataka, India, which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, executors, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**; and

In this Agreement, unless the context otherwise requires, the First Party and Second Party shall hereinafter individually be referred to as "the Party" and jointly be referred to as the "the Parties".

WHEREAS:

- (A) The Parties have together formed a Limited Liability Partnership with the name and style '**OKESHOPS LLP**' bearing Limited Liability Partnership Identification Number AAZ-3864 on 9th November 2021.
- (B) In view of the aforesaid, the Parties have agreed to enter into this Agreement to record their mutual rights and obligations in relation to the management of the Limited Liability Partnership and for matters connected therewith or incidental thereto.

V. M. Raj 

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS:

1.1. Definitions:

- 1.1.1. **"Agreement"** shall mean this Agreement or any supplement thereof determining the mutual rights and duties of the Parties and their rights and duties in relation to "Okeshops LLP".
- 1.1.2. **"Act"** shall mean Limited Liability Partnership Act, 2008, as amended from time to time including rules made thereunder.
- 1.1.3. **"Contribution"** shall mean the contribution made by each of the Party to the "Okeshops LLP" and in the case of all of the Parties, the same would refer to the total of all such capital contributions.
- 1.1.4. **"Designated Partner"** shall mean any partner appointed or deemed under the Act as such.
- 1.1.5. **"Execution Date"** shall mean the date of execution of the Agreement.
- 1.1.6. **"LLP"** shall mean "Okeshops LLP".
- 1.1.7. **"LLP Property"** shall mean the assets and property of the LLP (including the intellectual property rights in relation to the business of the LLP) and shall include the initial Contributions of the partners made in accordance with the Agreement, any subsequent Contributions of the partners and any assets acquired by or in the name of the LLP in the course of the business of the LLP or by use of such Contributions;
- 1.1.8. **"Partner"** in relation to the LLP shall include any person who becomes a partner in the LLP in accordance with the Agreement and who is subject to the terms and conditions of the Agreement and the Act; and
- 1.1.9. **"Registrar"** shall mean the Registrar of Companies-Karnataka.

1.2. Interpretations:

- 1.2.1. Headings, bolds and index are only for convenience and shall be ignored for the purpose of interpretation.
- 1.2.2. Unless the context of the Agreement otherwise requires:
 - (i) words using the singular or plural number also include the plural or singular number, respectively; and
 - (ii) words of any gender are deemed to include the other gender.

V. M. Raj



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- 1.2.3. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of the Agreement, as the case may be.
- 1.2.4. Reference to any legislation or law or to any provision thereof shall include references to any such legislation, law or provision as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted.
- 1.2.5. Reference to the word "include" shall be construed without limitation.
- 1.2.6. Any word or phrase defined in the body of the Agreement and not defined in Clause 1.1 shall have the meaning assigned to it in such definition throughout the Agreement unless the contrary is expressly stated or the contrary clearly appears from the context.

2. NAME:

The business of the LLP shall be carried on in the name and style of '**OKESHOPS LLP**'. Any change in the name of the LLP shall be notified to the Registrar in accordance with the provisions of the Act.

3. REGISTERED OFFICE:

The LLP shall have its registered office at **No. 21, Sumukha, D'souza Nagar, Hosakerehalli Bengaluru, 560085, Karnataka, India**. The LLP may, in addition to the registered office address, declare any other address as its address for service of documents with the unanimous consent of the Designated Partners. Upon any change in the Registered Office address of the LLP, the Designated Partners shall notify the same to the Registrar in the form and manner as prescribed in the Act.

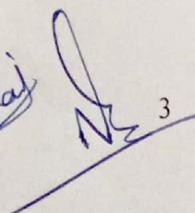
4. BUSINESS TO BE CARRIED ON BY THE LLP:

The LLP shall undertake the following activities:

- Business of providing platform, in the physical and/or electronic form, through the means of electronic-mail (e-mail), websites, internet, e-commerce, m-commerce, online marketplace and/or any other means for online sale, purchase, and marketing of all kinds of goods, services, commodities and merchandise in India and abroad and to act as a platform consultants, payment facilitators, agent and service provider.
- Business of providing the services relating to courier, storage, packaging, shipping, order fulfilling, carriage, warehousing, pick-up and drop facility and any other allied activities in India and abroad.

5. COMMENCEMENT OF BUSINESS OF LLP:

The LLP shall commence its operations from the Execution Date.

V. M. Raj
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6. STRUCTURE OF LLP:

- 6.1. The First Party and the Second Party shall be the Designated Partners of the LLP.
- 6.2. The First Party and Second Party shall be the Partners of the LLP.

7. PARTNERS:

7.1. Initial Contribution:

The initial Contribution of the LLP shall be in the form of cash of Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed equally, in the following proportion:

First Party:	80% i.e., Rs. 80,000/- (Rupees Eighty Thousand only)
Second Party:	20% i.e., Rs. 20,000/- (Rupees Twenty Thousand only)

7.2. Profit Sharing Ratio:

- 7.2.1. The net profits of the LLP arrived at after payment of applicable taxes, retention of profits, interest to Partners on the loan given by them, if any and dues to any Designated Partners, employees/consultants of the LLP linked to the net profits of the LLP and payable as per the terms of the respective contracts of the LLP with such person, shall be divided in the following proportions:

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

- 7.2.2. The losses of the LLP including loss of capital, if any, shall be borne and paid by the Partners in the following proportions:

By the First Party:	80%
By the Second Party:	20%

- 7.2.3. The Partners, by unanimous written consent, shall decide the amount of the profits that shall be retained by the LLP for its use and the amount that shall be divided and distributed to the Partners.

- 7.2.4. The profit-sharing ratio of the Partners may be altered subject to approval of all the Partners, alteration of the Agreement to this effect and necessary compliance with all the requirements under the Act.

7.3. Additional Contribution:

- 7.3.1. Any further Contribution, if required by the LLP, shall be brought by the Partners, in such ratio, as agreed by all the Partners. Such increase in Contribution shall be done by amending the Agreement to this effect with the approval of all the Partners and necessary compliance with all the requirements under the LLP Act.

V. M. Rai

7.3.2. The Contribution of the Partner may consist of tangible and/or intangible and/or movable and/or immovable property and/or other benefit to the LLP including money, promissory notes, other agreements to contribute cash or property and contracts for services performed or to be performed.

7.4. Withdrawal of Contribution:

7.4.1. 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 Agreement with the consent of all the Partners.

7.4.2. A Partner, irrespective of the nature of his/ her Contribution, shall only have the right to demand and receive cash in return for his/ her Contribution.

7.4.3. No interest shall be payable on or with respect to the Contributions of the Partners.

7.5. Admission of New Partner:

7.5.1. No person shall be introduced as a new Partner without the unanimous written consent of the Designated Partners.

7.5.2. Such incoming Partner ("Incoming Partner") shall give his/ her prior consent to act as a Partner.

7.5.3. Person admitted as an Incoming Partner shall duly comply with the provisions of the Act.

7.5.4. Upon admission of an Incoming Partner, the Agreement shall be appropriately amended specifying the profit-sharing ratio of the Incoming Partner and filed with the Registrar in accordance with the Act.

7.5.5. The contribution by the Incoming Partners shall be determined based on the valuation of net-worth as per Clause 7.9.5 of the Agreement.

7.6. Cessation of Partner

7.6.1. Resignation of a Partner:

(i) No Partner shall voluntarily withdraw or resign from the LLP without the prior unanimous written consent of the Designated Partners, provided such consent is not unreasonably withheld or delayed.

(ii) A Partner may tender his/ her intent to resign as a Partner by giving not less than 30 (thirty) days' prior notice in writing.

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7.6.2. Vacation of office by a Partner:

- (i) Death, dissolution of the LLP, declaration by a court of competent jurisdiction to be of unsound mind, having made an application to be adjudged an insolvent or being declared as an insolvent shall cause automatic vacation of office of such partner in the LLP.
- (ii) On such vacation of office, the existing Partners (other than the Partner whose office is vacated) shall mutually decide on admission of a new Partner in terms of the Agreement or the sale of the former Partner's share to any or all of the existing Partners.

7.6.3. Effect of resignation or insolvency of a Partner:

- (i) The value of net assets apportionable at the time when the person ceased to be the Partner shall be determined as per Clause 7.9.5 of the Agreement and such amount shall be paid within 3 (three) months of him ceasing to be a Partner in the LLP.
- (ii) Such entitlements shall however be subject to deduction/charging of applicable taxes, if any.
- (iii) The cessation of a Partner or a Designated Partner from the LLP shall not by itself discharge the Partner or a Designated Partner (as the case may be) from any obligation towards the LLP or to the other Partners or to any other person which he incurred while being a Partner or Designated Partner, subject to provisions of the Act.
- (iv) A Partner who has resigned or whose office is vacated, shall be entitled to all the rights, title and interests in the LLP till the date of his/ her cessation. Such Partner shall not be entitled to any share or interest in the property of the LLP arising after the date of his/ her cessation.
- (v) On the cessation of a Partner, the other Partners shall enter into a fresh LLP agreement or supplementary agreement on the terms and conditions as agreed by such existing Partners.

7.7. **Rights of the Partners:**

7.7.1. Rights, title and interest in assets and properties:

- (i) In the event of any distribution, all of the Partners shall have rights, title and interest in the LLP Property.
- (ii) If a Partner becomes insolvent during his/ her tenure as a Partner in the LLP, his/ her rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

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7.7.2. Right to access and inspect books:

All the partners shall have the right to access, inspect and receive copies of any books and records of the LLP.

7.7.3. Right to continue independent business:

Each of the Partners shall be entitled to initiate or carry on an existing and separate and independent business only if the said business is not similar in nature to and does not compete with the business of the LLP. The said Partner shall not use the name of the LLP to initiate or carry on the other business, without consent of all the Partners.

7.7.4. Right to recover debt due:

If any Partner advances any sum of money to the LLP over and above his/ her due Contribution, the same shall be a debt due from the LLP to the Partner advancing the same and shall carry simple interest at the rate decided by the unanimous written consent of all the Partners.

7.8. Duties of the Partners:

7.8.1. Due Diligence:

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

7.8.2. Prohibition on certain transactions by Partners:

- (i) The LLP Property shall be the property of the LLP, which shall be held and registered in the name of the LLP.
- (ii) No Partner shall, without the unanimous written consent of all the Partners, be entitled to carry on any transaction concerning the LLP, or involving the use or transfer of the LLP Property, or of any business connection of the LLP, or the name of the LLP, except if such Partner is authorised to do the same on behalf of the LLP.

7.8.3. Competing Business:

- (i) No Partner of the LLP shall undertake or engage in any business that is similar in nature to and is competing with or similar to the business of the LLP (at the relevant time) during his/ her tenure as a Partner in the LLP.
- (ii) 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.

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7.8.4. Duty to pay back personal profits earned by the Partners:

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 LLP Property or the business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

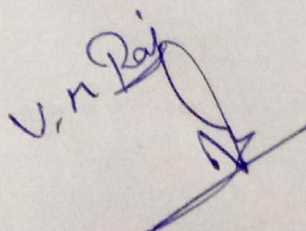
7.8.5. Confidentiality of partnership information:

- (i) Subject to the terms and conditions of the Agreement, each Partner shall hold in strict confidence from any person any information pertaining to the LLP, the terms of the Agreement and any activities undertaken by the LLP.
- (ii) Disclosure of a Partner's confidential information to any of the officers, employees, consultants or third parties shall be made only if required and to the extent necessary to carry out the rights and responsibilities under the Agreement or as required under any law for the time being in force or by any statutory authority.
- (iii) Further, such disclosure 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 pursuant to the Agreement.
- (iv) Within 30 (thirty) days following the exit of a Partner, such Partner shall return or destroy all confidential information in relation to the LLP, including all copies and extract of documents.
- (v) Any employee who has access to confidential information of any Partner is liable to maintain such information in confidence and not to use such information except as expressly permitted in the Agreement. Each Partner hereby agrees to enforce confidentiality obligations by which its employees and consultants are bound.

7.8.6. Other duties

No Partner shall without the unanimous written consent of the Designated Partners, carry on the following:

- (i) Employ any money, goods or effects of the LLP or pledge the credit thereof, to the account and for the benefit of the LLP.
- (ii) Enter into any bond or agreement wherein the LLP Property or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. Loans or financial facilities 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.

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- (iii) Sell, gift, exchange, assign, mortgage or charge any portion of the LLP Property.
- (iv) Borrow or lend money or procure or give credit on behalf of the LLP.
- (v) Compromise or compound or release or discharge (except upon payment in full) any debt due to the LLP.

7.9. Mutual rights and duties of the Partners:

7.9.1. Inter se relation among the 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 for the other Partners.

7.9.2. Restriction on authority:

No Partner shall:

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

7.9.3. Non-economic interest:

No Partner shall assign any portion of his/ her non-economic right (viz. right to take part in the management, etc.) in the LLP.

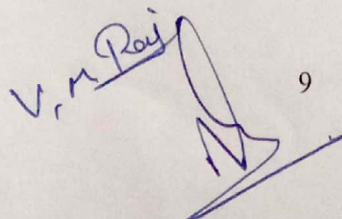
7.9.4. Extent of Partner's liability:

- (i) Each Partner shall be liable for his/her own wrongful acts or omissions. The liability of each Partner shall not extend to the wrongful acts or omissions of any other Partner.
- (ii) The liability of a Partner shall be limited to the Contributions made by such Partner in accordance with the Agreement.

7.9.5. Determination of continuity of Partnership interest:

- (i) The LLP does not get dissolved at the time of cessation of a Partner from the LLP or admission of a Partner into the LLP.

V. M. Raj



- (ii) The books of accounts of the LLP shall be closed on the effective date of cessation or admission of any Partner and all receivables and payables shall be duly reckoned on that date. The financial statements shall be prepared and the same shall be submitted to the auditors of the LLP for verification. Fair net-worth of the business as on that date shall be calculated after considering fair realizable value all tangible and intangible assets. Such valuation shall become the basis for calculation share of goodwill or intangibles the vacating partner is entitled to or the amount of contribution the Incoming Partners to bring in.

8. DESIGNATED PARTNERS:

8.1. Appointment of Designated Partners:

8.1.1. Authority and responsibility to appoint Designated Partners:

- (i) The majority of Partners of the LLP may appoint, from time to time, any one or more persons to be the Designated Partners of the LLP, such that the minimum number of Designated Partners does not, at any time, fall below two.
- (ii) In case the number of Designated Partners falls below two at any point of time for any reason, the Partners, with their unanimous consent, will appoint a new Designated Partner not later than Thirty (30) days of such vacancy.
- (iii) The LLP may from time to time, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in the Act.

8.1.2. Other terms:

- (i) Atleast one Designated Partner shall be a resident in India.
- (ii) An individual shall not become a Designated Partner unless he has given his/her prior consent to act as such to the LLP.

8.2. Cessation of Designated Partner:

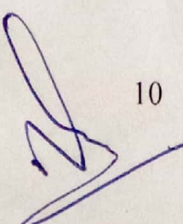
8.2.1. Resignation of Designated Partner:

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

8.2.2. Removal of Designated Partner:

Any Designated Partner can be expelled by all the Partners by assigning the reason for removal of Designated Partner, by giving a notice of thirty (30) days with the approval of all the Partners, after giving an opportunity to such Designated Partner, to be heard. However, such expulsion shall only be from his/ her designation of 'Designated Partner' and he/ she shall continue to be the Partner of the LLP even after such expulsion.

V. M. Raj



8.3. Roles, responsibilities and liabilities of Designated Partners:

8.3.1. Roles and responsibilities of Designated Partners:

- (i) Unless expressly provided otherwise under the Act, 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 Act, including filing of any document, return or statement pursuant to the provisions of the Act or as specified in the Agreement.
- (ii) In addition to their specific roles and responsibilities under any clauses of the Agreement, the Designated Partners shall be responsible for carrying out the provisions and the purposes of the Agreement.
- (iii) 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 the Agreement, required to be exercised only by the Partners of the LLP.

8.3.2. Liabilities:

Each Designated Partner shall be liable for his/her own wrongful acts or omissions. The liability of each Designated Partner shall not extend to the wrongful acts or omissions of any other Designated Partner.

8.4. Remuneration of Designated Partners:

- 8.4.1. The Designated Partners shall take active part in the conduct of the business, for which they shall be remunerated. The remuneration payable to the Designated Partners shall be worked out as under:

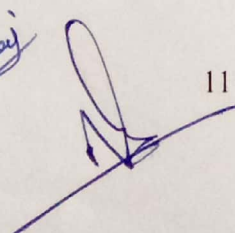
Sl No	Particulars	Amount of Remuneration
a)	In case of loss or book profit being less than or Equal to Rs 3,00,000/-	Rs.1,50,000/- or 90% of book profit whichever is higher.
b)	On the balance of book profit	60% of Book Profit

- 8.4.2. For the purpose of the clause 8.4.1, Book Profit shall have the same meaning assigned to it in explanation 3 to section 40(b) (v) of the Income Tax Act, 1961.

- 8.4.3. The remuneration so worked out shall be shared equally by the Designated Partners.

- 8.4.4. In case the any of the Designated Partners or all of them wish to take less remuneration than that for which they are eligible or waive the receipt of remuneration altogether, they may do so by making a declaration to that effect.

V. M. Raji



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9. MEETINGS OF PARTNERS AND DESIGNATED PARTNERS:

9.1. Frequency of meetings:

- 9.1.1. Periodic meetings of Partners or Designated Partners shall be held as determined by the Designated Partners.
- 9.1.2. Meeting of the Partners or Designated Partners for any specific purpose may be called at any time by any of the Designated Partners.

9.2. Service of notice for meeting of Partners:

- 9.2.1. A meeting of Partners or Designated Partners may be called by giving 7 (seven) days prior notice to all the Partners or Designated Partners (as applicable) at the addresses (including email addresses) provided by them in writing to the LLP.
- 9.2.2. Notice in writing of every meeting shall be given to every Partner or Designated Partner (as applicable) by hand or by speed post or by registered post or by courier or by facsimile or by e-mail or by any other electronic means.
- 9.2.3. The meeting may be called at a shorter notice, provided majority of the Partners or Designated Partners (as applicable) agree thereto either by way of an advance communication or in the concerned meeting itself.

9.3. Appointment of Chairman:

At each meeting of Partners or Designated Partners, a Chairman shall be appointed from amongst the Partners or Designated Partners (as applicable) present, who shall preside over the proceedings of the said meeting.

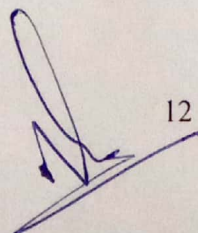
9.4. Venue of meeting:

- 9.4.1. A meeting of Partners or Designated Partners shall ordinarily be held at the Registered Office of the LLP or at any place as may be decided by the unanimous written consent of the Designated Partners.
- 9.4.2. Subject to applicable law, in the event that a Partner or a Designated Partner is not able to attend a meeting in person, such Partner or Designated Partner may participate in the meeting through video conferencing.

9.5. Quorum for meeting:

- 9.5.1. In case of meeting of Partners, 2 (two) Partners and in the case of meeting of Designated Partner, 2 (two) Designated Partners, present throughout the meeting, shall constitute the quorum.

V. M. Raj



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9.5.2. In case the quorum is not present at the beginning of the meeting or where the attendance falls below the quorum requirement at any time during the meeting, the meeting shall be adjourned to the same time and place of the next working day.

9.5.3. In case quorum is not present at such adjourned meeting also, a fresh notice calling the meeting shall have to be sent to all of the Partners or Designated Partners (as applicable) in the manner prescribed herein.

9.6. Minutes of meeting:

9.6.1. The decisions taken at each meeting of Partners or Designated Partners shall be accordingly recorded in the minutes and such minutes shall be maintained at the Registered Office or such other place as agreed by all the Designated Partners.

9.6.2. The minutes of each meeting of Partners or Designated Partners shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

9.7. Passing of circular resolution:

Subject to the provisions of the Agreement, a resolution circulated in writing and signed by majority of the Partners and/ or Designated Partners, as the case may be, depending upon whether it is a business to be approved by Partners or Designated Partners, shall be deemed to be duly passed, the date of passing such circular resolution being the date of signature of the person signing last.

10. BOOKS OF ACCOUNTS:

10.1. Maintenance and audit of books of accounts:

The accounts of the LLP shall be maintained for the financial year as defined in the Act and a statement of account and solvency shall be drawn of all the capital assets and liabilities of the LLP, as on March 31st in each year. If required by the Act, the statement of account and solvency shall be audited by a chartered accountant appointed in terms of the Agreement and applicable provisions of the Act.

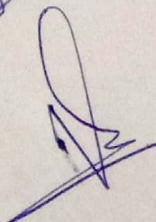
10.2. Place of maintenance of books of accounts:

The LLP shall maintain its books of accounts and other books at the Registered Office or such other place as agreed by all the Designated Partners. Such books shall be updated in a regular manner.

10.3. Approval of accounts:

The accounts of the LLP as at the end of each financial year shall be approved by all the Partners of the LLP.

V. M. Raj



11. STATUTORY AUDITORS

11.1. Appointment by Designated Partners:

- 11.1.1. Upon reaching the prescribed threshold limit as provided under the LLP Act, the Designated Partners shall appoint the first statutory auditor within 3 (three) months of reaching the threshold limit, to audit the accounts of the LLP.
- 11.1.2. The Designated Partners shall appoint subsequent statutory auditors at least 30 days prior to the end of each financial year
- 11.1.3. In case of resignation/ death or removal of the statutory auditor, the Designated Partners may appoint another statutory auditor within 3 (three) months of vacancy.

11.2. Appointment by Partners:

In case the Designated Partners fail to appoint a first statutory auditor as above, the partners shall appoint an auditor.

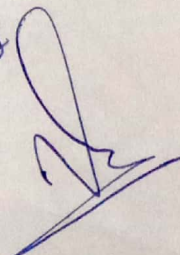
12. INDEMNIFICATION:

- 12.1. If a Partner incurs personal liability under any contract entered into by him/her prior to the incorporation of the LLP, provided that the contract was for the benefit of the LLP and entered into with express consent of the other Partners on incorporation, the LLP is deemed to ratify that contract and shall indemnify the Partner concerned from and against all claims, liabilities, and costs in connection therewith.
- 12.2. The LLP shall indemnify any Partner, officer and employee of the LLP in respect of payments made and personal liabilities incurred by such Partner, officer or employee in the performance of their duties as a Partner, officer or employee in the ordinary and proper conduct of the business of the LLP or in respect of anything necessarily done by it for the preservation of the business of the LLP or the LLP Property.
- 12.3. The LLP shall indemnify and defend the Designated Partners 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 Designated Partners of the LLP.
- 12.4. Each of the Partners hereunder shall indemnify and keep indemnified the other Partners and the LLP from any loss suffered by the other Partners of the LLP due to any fraudulent activity undertaken by such Partner, or arising from negligence or willful misconduct of such Partner.

13. WINDING UP AND DISSOLUTION:

The LLP may be wound up or dissolved as per the provisions of the Act, with the consent of all the Partners.

V. M. Rai



14. GOVERNING LAW, JURISDICTION:

14.1. Governing law:

The 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.

14.2. Jurisdiction:

Subject to the provisions of the Act and the Agreement, competent courts in India shall have exclusive jurisdiction to adjudicate over matters relating to or arising out of the Agreement.

15. DISPUTE RESOLUTION:

15.1. In case of any dispute or differences among the Partners or between Partners and the LLP whatsoever concerned with the affairs of the LLP or the interpretation of the Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue.

15.2. Where such dialogue fails, the matter shall be referred to a single arbitrator, if the parties to the dispute agree upon one, or if the parties to the dispute fail to reach a consensus on such appointment within 30 (Thirty) days of the disputing parties agreeing to refer the dispute to arbitration, then such appointment shall be in accordance with and subject to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enforcement thereof for the time being in force. Such arbitral award(s) shall be binding on all of the parties to the dispute.

16. MISCELLANEOUS:

16.1. Amendment, repeal or modification:

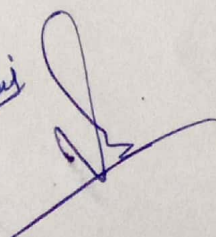
Subject however to any contrary provisions in the Act, the Agreement may be amended only by the written consent of all the Partners. Any such amendment shall be in writing and shall be duly executed.

16.2. Counterparts:

The Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.3. Severability:

If one or more provisions of the Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom and the balance of the Agreement shall be enforceable in accordance with its terms.

V. M. Rai
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16.4. Waiver:

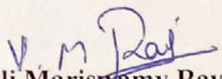
No part of the Agreement shall be deemed to have been waived by any Partner or any other person thereof unless such statement of waiver is submitted in writing by the Partner or such person seeking the waiver and shall be subject to the consent of all the Partners.

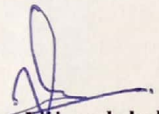
16.5. Savings:

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

The Parties have signed this LLP Agreement on the day and year and at the place mentioned hereinabove.

SIGNED AND DELIVERED BY


Vittalalahalli Mariswamy Ravi
Partner and Designated Partner


Ningappa Vijayalakshmi
Partner and Designated Partner

Witness:

a) Name: Keerthi Hegde
Address: #203, Sreenatha Sadgriham, Sriravalanagar, BSK 3rd Stage, B'lore.
Signature: Ph

b) Name: Pruthvi A.M
Address: #98, Aneunda Agrahara, Sringeri, 577139, Chikkamagaluru.
Signature: Ph