THE KALUPUR COMMERCIAL CO-OP BANK LTD SWASTIK CHAR RASTA BR. AHMEDABAD - 380009 GUJ/SOS/AUTH/AV/72/2006

भारत 66868 SPL. ADH गुजरात 129612 JUN 23 2021 15:54 Rs.0010000/- PB5688 INDIA STAMP DUTY GUJARAT

NOTARY SANDIP A. CHRISTIE AHMEDABAD STATE OF GUJARAT REG NO. 2020 EXPIRY DATE 10-02-2025 GOVERNMENT OF INDIA

Serial No. 66868 Date 23/06/21
Name ALPINE COTWAVE LLP
& Paladi
Address Ahmedabad
Value Rs. 10000/-
(Words) ten thousand
The Kalupur Com. Co-op. Bank Ltd.
Licence No. GUJ/SOS/AUTH/AV/72/2006
Sign.: J.K.Patel

SERIAL NO.: 188 /2021

SANDIP A. CHRISTIE
NOTARY
GOVT. OF INDIA

25 JUN 2021

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

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at Ahmedabad this **23rd** Day of **June, 2021** by and

BETWEEN

CHAMPALAL GOPIRAM AGARWAL S/o Shri Gopiram Agarwal, Hindu, Adult and residing at: 699, FP 101, Saraswati Darshan Society, Behind Hirarupa Hall, Ambali Bopal Road, Bopal, Ahmedabad, Gujarat-380058, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PART,**

SUMIT CHAMPALAL AGARWAL S/o Shri Champalal Agarwal, Hindu, Adult and residing at: 699 FP 101, Saraswati Darshan Society, Behind Hira Rupa Hall, Ambli Bopal Road, Bopal, Ahmedabad, Gujarat-380058, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PART**, and

SACHINKUMAR SANTKUMAR AGRAWAL S/o Shri Santkumar Banwarilal Agrawal, Hindu, Adult and residing at: 43, Basant Bahar-I, Near Sterling Club, Bopal, Ahmedabad, Gujarat-380050, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PART**

THAT THEY ALL SHALL BECOME Partners and shall be Designated Partners on incorporation of the LLP to carry on the partnership business as a Limited

Liability Partnership (LLP) registered under the provisions of Limited Liability Partnership Act, 2008 (LLP Act).

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

1. **DEFINATIONS:**

In this agreement unless the context otherwise requires :-

"Accounting year" means the financial year as defined in the Limited Liability Partnership Act, 2008.

"Act" or "LLP Act" means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession service and occupation.

"Designated Partner" means any partner designated as such.

"Partner" means any person who becomes a partner in the LLP accordance with this LLP Agreement

"LLP" means the limited liability partnership formed pursuant to this LLP Agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual right, duties and obligations of the partner in relation to each other and in relation to LLP.

2. **NAME**:

Limited Liability Partnership shall be carried on its business in the name and style of **M/s. ALPINE COTWEAVE LLP** (hereinafter called as LLP) having LLPIN: AAX-2607 and the same be changed from time to time by the written consent of all the partners.

3. **BUSINESS:**

The Partnership business shall be the following until and unless changed as per the mutual decision of all the partners of the LLP at the time of the decision:

"To carry on in India or elsewhere the business of manufacturing, processing, producing, washing, dyeing, ginning, pressing, spinning, weaving, crimping, texturising, carding, bleaching, combing, doubling, finishing, calendering, sizing, colouring, printing, mercerizing, reeling, winding, throwing, embroidering, blending, sorting, garmneting, stretching, drying, drawing, cutting, improving, buying, selling, reselling, importing, exporting, transporting, storing, fabricating, developing, marketing or supplying, and to act as a broker, trader, agent, C & F agent, distributor, representative, consultant, collaborator, adatia, stockiest, liasioner, job worker, export house or otherwise to deal in all types of textiles and textile goods, substitutes of textiles, fabrics, yarns made on powerloom, handloom or mill by manmade or natural materials or other fibrous substances or combination thereof available at present and as may be invented in future."

The partners may carry on any other business as mutually decided by all from time to time.

4. **PLACE OF OFFICE:**

The partnership business shall be carried on at the under mentioned address, which shall also be its registered office situated at Office No-Khata No. 670, Block No. 614, Village Paldi, Paldikankaj, Ahmedabad-382425, Gujarat and/or at such other place or places, as shall be agreed by the partners from time to time. The business shall also be carried out from such other places as may be mutually decided by the partners from time to time.

5. **DURATION:**

The Partnership shall commence from the date of registration of the LLP, and shall continue to operate in accordance with the provisions of LLP Act, 2008 and rules framed thereunder, until termination of this agreement with the consent of the majority of the partners.

6. **CONTRIBUTION:**

The Contribution of the LLP shall be Rs. **10,00,000/- (Rupees Ten Lacs only)** which shall be contributed by all the partners in the proportions of their profit sharing ratio or in any other proportion as may be mutually agreed upon by both partners.

The further Contribution if any required by the LLP shall be brought in by the partners in their profit sharing ratio, or in any other proportion as may be mutually agreed upon by all the partners.

7. **NUMBER OF DESIGNATED PARTNERS:**

All the parties to the agreement shall act as the Designated Partner of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.

8. **COMMON SEAL**:

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

9. **AUDIT:**

The Statement of Accounts and Solvency of LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP act, 2008, namely, Rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the rules.

10. **REMUNERATION TO PARTNERS**:

It is agreed by and between the parties hereto that the Designated Partners who shall be actively engaged in conducting the affairs of the profession of the LLP shall be entitled to yearly remuneration at the end of each accounting year.

The maximum remuneration payable to the Designated (Working) partners shall be worked out as per the section 40(b) of the Income Tax Act, 1961.

Explanation : For the purposes of this clause the expression Book Profit" shall mean the book profit as defined in section 40(b) of Income Tax Act 1961 or any statutory modification or reenactment thereof, for the time being in force.

Such total remuneration shall be paid to the above mentioned designated partners in the proportion as mutually agreed by the designated partners.

DRAWINGS:

The partners shall be entitled for drawings from their capital account in their profit sharing ratio or in any other ratio as may be mutually agreed by all the partners.

Such drawls shall be duly accounted for in the yearly settlement of accounts and divisions of profits of the partnership shall be made accordingly at the end of each financial year.

12. **INTEREST ON CAPITAL OR LOAN:**

It is agreed by all the partners hereto that simple interest at the rate as may be mutually agreed upon or prescribed U/s. 40 (b) of the Income Tax Act, shall be payable by LLP on the amount standing to the credit of Capital, Current, loan account of the partners and in the same manner the Partners shall pay to the LLP at the same rate on the debit balance of their capital account, current account or loan account.

13. **BUSINESS TRANSACTION OF PARTNER WITH LLP:**

A partner or his associate / group concern, where he is interested, may enter into business transaction, lend money and transact with the LLP, and in that behalf, the Partner or his associate / group concern shall have the same rights and obligations with respect to the business transactions, loans or other transactions as a person who is not a Partner.

14. **PROFIT SHARING RATIO:**

The accounting year of the LLP shall be the financial year. Every year at the end of each financial year, the net profit or loss the firm will be computed after defraying all expenses, incidental charges to the carrying on the profession, remuneration & interest to partners, the resultant profit or loss will be divided as under:

Sl.	Name of the partners	Profit/Loss
1	CHAMPALAL GOPIRAM AGARWAL	34%
2	SACHINKUMAR SANTKUMAR AGRAWAL	33%
3	SUMIT CHAMPALAL AGARWAL	33%
	Total	**100 %**

15. **BANKING OPERATION:**

The LLP shall maintain one or more than one banking account with one or more than one Bank of repute, as may be decided upon by the partners for the time being of the LLP, and such account or accounts shall be operated upon including the power to overdraw any such account, by any one of the partners of the LLP as may be indicated in the instruction to the Banks, given by the LLP from time to time.

16. **BORROWING POWER:**

The designated partners shall be authorized to borrow the funds from banks, financial institutions or any other entity as required for the purpose of business of the LLP.

The designated partners shall be authorized to sign, execute and enter into any agreement, documents, hypothecation and mortgage of the properties of LLP for securing the borrowing of the LLP.

17. **ACCOUNTING YEAR**:

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

18. **PLACE OF KEEPING BOOKS OF ACCOUNTS:**

The books of accounts of the firm shall be kept at the registered office or factory of the LLP or any other place at may be mutually agreed upon by the partners.

19. **DIVISION OF ANNUAL PROFITS OF LLP:**

As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any of the LLP business, shall be divided between the partners in the proportion specified in and in accordance with the provisions of this Agreement.

20. **ARBITRATION:**

In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Deed or the respective rights and liabilities of the parties hereto, or their enforcement there under, it shall be first settled amicably through discussions between the parties and if not resolved then the matter will be resolved under Indian Arbitration Act.

21. **SEVERABILITY:**

This deed constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this deed cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this deed. The invalidity or unenforceability of any terms or provisions of this deed shall not affect the validity or enforceability of the remaining terms and provisions of this deed, which shall remain in full force and effect.

22. **ADMISSION OF NEW PARTNER:**

The new partner may be introduced with the consent by all partners on such terms and conditions as may be decided by mutually by all partners. Such incoming partner shall give his prior consent ~~to act~~ as Partner of the LLP.

The Contribution of the partner may be tangible, intangible, Moveable or immoveable property.

The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards the capital of LLP, unless otherwise agreed by the partners.

23. **RIGHTS OF PARTNERS**

a) All the partners hereto shall have the rights, title and interest in all the assets and properties in the firm in the proportion of their profit sharing ratio.

b) Every partner has a right to have access to, to inspect the books of accounts of the LLP or may take a copy of any document, records or books of account.

c) Every partner has a right to appoint any third party agency to inspect the books of account of LLP.

d) 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 or he may not carry out the business with same object as that of this LLP.

e) On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided.

f) Upon the death of any of the partners herein any one of his or her legal heirs (restricted to father, mother, wife, son and daughter) will be admitted as a partner of the LLP in place of such deceased partner.

g) On the death of any partner, if his or her heir legal heirs opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP. In case none of them is interested to purchase his shares, than the legal heir shall be entitled to full payment in respect of all his rights, title and interest in the partnership firm and the profit sharing ratio shall be rearranged accordingly.

h) Unless otherwise specifically provided under this agreement, all the decisions about LLP shall be taken by unanimously by all the partners.

24. **DUTIES OF PARTNERS**

a) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.

b) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.

c) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the limited liability partnership.

d) Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.

e) In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he can transfer the same with the consent of all the Partners.

f) No Partner shall without the written consent of designated Partners:-

1) Engage or except for gross misconduct, dismiss any employee of the partnership.

2) Commit to buy any fixed asset for the LLP.

3) Commit a dispute relating to business of LLP business to arbitration.

4) Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein.

5) Withdraw a suit filed on behalf of LLP.

6) Admit liability in a suit or proceedings against LLP.

7) Share business secrets of the LLP with outsiders.

8) Remit in whole or part debt due to LLP.

9) Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business.

10) Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business.

11) Do any act or omission rendering the LLP liable to be wound up by the Tribunal.

12) Earn directly or indirectly, any income from business of LLP by way of commission, consultancy, brokerage or otherwise from any third party dealing with LLP

25. **DUTIES OF DESIGNATED PARTNER**

a) Devote their time and attention to the said partnership business diligently and faithfully by employing themselves in it and carry on the business for the greatest advantage of the partnership.

b) 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.

c) Protect the property and assets of the LLP.

d) Upon every reasonable request, inform the other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.

e) Punctually pay their separate debts to the LLP.

f) The Designated Partners shall be responsible for the doing of all such other acts arising out of this agreement.

26. **CESSATION OF EXISTING PARTNERS**

a) Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of his intention to resign as partner.

b) The LLP can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

27. **EXTENT OF LIABILITY OF LLP**

a. 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 knows that he has no authority or does not know or believe him to be a partner of the LLP.

28. **MISCELLANEOUS PROVISIONS**

a. The limited liability partnership 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

b. That the immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.

IN WITNESS WHEREOF THIS DEED IS SIGNED BY TE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

(CHAMPALAL GOPIRAM AGARWAL) Party of the First Part	
(SUMIT CHAMPALAL AGARWAL) Party of the Second Part	

(SACHIN SANTKUMAR AGRAWAL) Party of the Third Part	SAgrawal

Witness 1: Kunal P. Kuriyer

Witness 2:

NOTARY
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT
REG NO.: 18279/2020
EXPIRY DATE
10-02-2025
GOVERNMENT OF INDIA

BEFORE ME

SANDIP A. CHRISTIE
NOTARY
GOVT OF INDIA

25 JUN 2021

NOTARY
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT
REG NO.: 18279/2020
GOVERNMENT OF INDIA

[redacted]

અગરવાલ ચંપાલાલ ગોપીરામ

Agarwal Champalal Gopiram

જન્મ તારીખ/ DOB: 15/07/1951

પુરુષ / MALE

મારી આધાર, મારી ઓળખ

[redacted] પ્રાધિકરણ

[redacted] of India

આધાર

સરનામું :
પિતાનુ/માતાનુ નામ: ગોપીરામ, 699 ફપ 101, સરસ્વતી દર્શન સોસાયટી, હીરા રૂપા હૉલ પાછળ, આંબલી બોપલ રોડ, બોપલ, અમદાવાદ, ગુજરાત - 380058

Address:
S/O: Gopiram, 699 fp 101, saraswati darshan Society, Behind hira rupa hall, ambali bopal Road, Bopal, Ahmedabad, Gujarat - 380058

5150 1961 6555

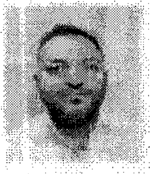
1947 help@uidai.gov.in www.uidai.gov.in

Self Certified
Purpose For LLP
Registration

NOTARY
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT
REG NO. :
.../2020
EXPIRY DATE
10-02-2025
GOVERNMENT OF INDIA

INDIA

ભારત સરકાર
Government of India



અગરવાલ સુમિત ચંપાલાલ

Agarwal Sumit Champalal

જન્મ તારીખ/ DOB: 10/06/1974

પુરૂષ / MALE

5750 5923 8980

મારો આધાર, મારી ઓળખ

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

આધાર

સરનામું :
પિતાનુ/માતાનુ નામ: ચંપાલાલ, 699 ફ્લ 101, સરસ્વતી દર્શન સોસાઇટી, હીરા રૂપા હોલ પાછળ, આંબલી બોપલ રોડ, બોપલ અમદાવાદ, ગુજરાત - 380058

Address:
S/O: Champalal, 699 fp 101, saraswati darshan Society, Behind hira rupa hall, ambali bopal Road, Bopal, Ahmedabad, Gujarat - 380058

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Self Certified
Purpose For LLP Regisertion

NOTARY
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT
REG NO.:
10[illegible]79 / 2020
EXPIRY DATE
10-02-2025
GOVERNMENT OF INDIA

ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણી ક્રમાંક / Enrolment No : 1207/92205/03137

To

સચિનકુમાર અગ્રવાલ

Sachinkumar Agrawal

S/O Santkumar Agrawal

43, Basant Bahar Bunglows Part-I

Near Basant Bahar Gymkhana Club Bopal

Daskroi

Bopal Ahmadabad

Gujarat 380058

9925007872

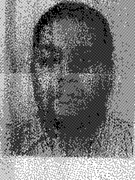
તમારો આધાર નંબર / Your Aadhaar No. :

8116 4193 7108

આધાર – સામાન્ય માણસનો અધિકાર

ભારત સરકાર

GOVERNMENT OF INDIA



સચિનકુમાર અગ્રવાલ

Sachinkumar Agrawal

જન્મનું વર્ષ / Year of Birth : 1978

પુરુષ / Male

8116 4193 7108

આધાર – સામાન્ય માણસનો અધિકાર

NOTARY
SANDIP A. CHRISTIAN
AHMEDABAD
STATE OF GUJARAT
REG NO. : 79 / 2020
EXPIRY DATE
10-03-2025
GOVERNMENT OF INDIA

Su. Agrawal

Self Certified

Purpose For LLP Registration

DL No. : GJ01 20130035569 DOI : 30/05/2013
CDOI : 30/05/2013

VALID THROUGHOUT INDIA

Form-7

COV	VALID FROM	VALID TILL
LMV	30/05/2013	29/05/2033(NT)
MCWG	30/05/2013	

NAME : KUNAL KURIYA
S/o : PRAFULBHAI KURIYA
D.O.B : 21/11/1994 B.G. : O+
ADDRESS : 202, SIMANDHAR FLATS, OPP RANGSAGAR FLATS, P.T.COLLEGE RD,PALDI, AHMEDABAD. 380007

Kunal
Holder's Sign

Licencing Authority
AHMEDABAD

Kunal

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Purpose For LLP Registration

NOTARY
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT
REG NO. :
79 / 2020
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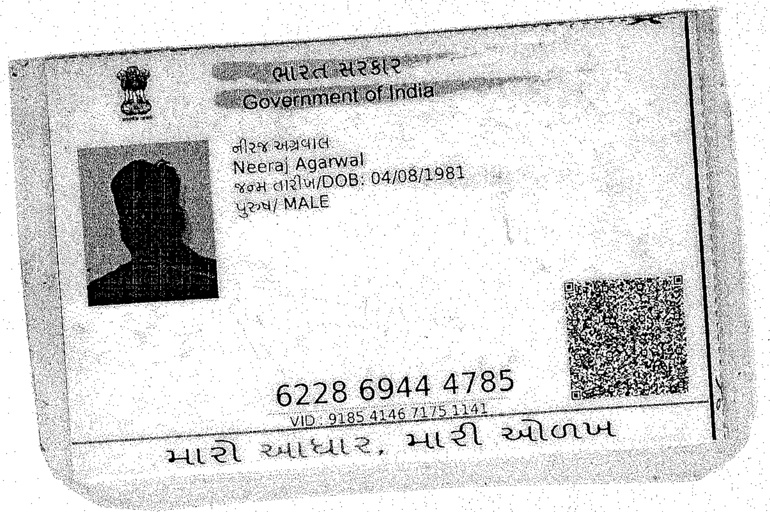
GOVERNMENT OF INDIA



OF INDIA

Self Certified
Purpose For LLP Registration

NOTARY
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT (T)
REG NO. :
[illegible]79 / 2020
EXPIRY DATE
10-02-2025
GOVERNMENT OF INDIA

NOTARY ❖ GOVERNMENT OF INDIA
SANDIP A. CHRISTIE
AHMEDABAD
STATE OF GUJARAT
REG NO.:
EXPIRY DATE
10-02-2025

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

આધાર

સરનામું :
S/O-રમેશ ચંદ અગ્રવાલ, બ્લ.નં. 16/183 પરિશ્રમ
એપાર્ટમેન્ટ, જાઇ શેફલી રો હાઉસ પાસે, સેટેલાટે રોડ,
અમદાવાદ શહેર, અમદાવાદ,
ગુજરાત - 380015

Address:
S/O Ramesh Chand Agarwal, Bl.No. 16/183
Parishram Appartment, Nr Jai Shefali Row
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Ahmedabad,
Gujarat - 380015

QR Code with Photograph

6228 6944 4785

VID : 9185 4146 7175 1141

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