सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules,2009]

Certificate of Incorporation

LLP Identification Number: **ACY-1971**

The Permanent Account Number (PAN) of the LLP is **AAJFU3935B***

The Tax Deduction and Collection Account Number (TAN) of the LLP is **BLRU08527B***

It is hereby certified that UPALAR IMPORTS AND EXPORTS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Manesar this FIFTEENTH day of MAY TWO THOUSAND TWENTY SIX

Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 2
Date: 2026.05.16 17:44:27 IST

Indora Deepmala
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:
UPALAR IMPORTS AND EXPORTS LLP

No.50/3, East Anjaneya, Temple Street, Basavanagudi, Basavanagudi Police Station, Bangalore South, Bangalore- 560004, Karnataka, India

*as issued by Income tax Department

Scanned with OKEN Scanner

आयकर विभाग
INCOME TAX DEPARTMENT

सत्यमेव जयते

भारत सरकार
GOVT. OF INDIA

ई– स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card

AAJFU3935B

नाम / Name	UPALAR IMPORTS AND EXPORTS LLP
निगमन/गठन की तारीख Date of Incorporation / Formation	15/05/2026

Signature Not Verified

Digitally signed by
Income Tax Deptt.
Date: 2026.05.16 02:29:12
GMT+05:30

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है ।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, **2025** (Refer Rule **159** of Income Tax Rules, **2026**)
  आयकर अधिनियम, **2025** के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, **2026** के नियम **159** का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT

सत्यमेव जयते

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAJFU3935B

नाम / Name
UPALAR IMPORTS AND EXPORTS LLP

निगमन/गठन की तारीख
Date of Incorporation/Formation
15/05/2026

Fold

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
आयकर पैन सेवा इकाई, प्रोटीयन ईगव टेक्नोलॉजीज़ लिमिटेड
पहली मंजिल, टाइम्स टावर, कमला मिल्स कंपाउंड,
सेनापति बापट मार्ग, लोअर परेल,
मुंबई ४०० ०१३

HOLO GRAM

If this card is lost / someone's lost card is found, please inform / return to :

Income Tax PAN Services Unit, Protean eGov Technologies Limited
1st Floor, Times Tower, Kamala Mills Compound,
Senapati Bapat Marg, Lower Parel,
Mumbai 400 013
Tel: 91-20-2721 8080, e-mail: tininfo@proteantech.in
ito.systems1.1@incometax.gov.in, pangrievance@incometax.gov.in

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN).

May 16, 2026

Ref.No.: 88305930383274/TAN/NEW

TO,
UPALAR IMPORTS AND EXPORTS LLP
TEMPLE STREET
BANGALORE SOUTH
NO.50/3, EAST ANJANEYA
BASAVANAGUDI
BANGALORE-560004
KARNATAKA
TEL. NO.:9742660809

Sir/Madam,

Sub : Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act, 2025

Kindly refer to your application (Form No. 135) dated May 16, 2026 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

BLRU08527B

Please quote the same in all TDS challans,TDS Certificates,TDS returns,Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 397(1).

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

Income Tax Department

Signature Not Verified

Digitally signed by Protean on behalf of Income Tax Deptt.
Date: 2026.05.16 02:04:31 GMT+05:30

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

OFFICE OF THE REGISTRAR OF COMPANIES
CRC Manesar
Plot No. 6,7, 8, Sector 5, IMT Manesar, IMT Manesar, District Gurgaon (Haryana), Manesar, Haryana, India, 122050

Dated: 15/05/2026

To,

CHILLAL VISHWANATH DATHU RAO

S/o or D/o CHILLAL NANJUNDARAO VISHWANATH

Date of birth 01/06/1963

No.389, 7th Cross, 12th Main, Bangalore South, Bangalore- 560050, Karnataka, India

Subject: Allotment of Director Identification Number (DIN)

Sir/Madam,

With reference to your application vide SRN M31130328 Dated 08/05/2026, it is informed that your application for allotment of Director Identification Number submitted via Integrated FiLLiP form has been approved and DIN 11720945 is allotted. Please mention your DIN at the appropriate place while filing forms and applications with ROC or to any other authority under Ministry of Corporate Affairs.

It may be noted that penal action against the applicant and professional certifying the DIN application in case of false information/ certification as per provisions of section 448 and 449 of the Act will be taken in addition to action for professional misconduct and revocation of DIN, allotted on false information.

Yours faithfully,

Indora Deepmala

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Registrar of Companies,

Central Registration Centre, Ministry of Corporate Affairs

INDIA NON JUDICIAL

सत्यमेव जयते

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA62973205108575Y
Certificate Issued Date	:	18-May-2026 05:04 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ D V G ROAD/ KA-BV
Unique Doc. Reference	:	SUBIN-KAKAGCSL0816809276316448Y
Purchased by	:	DESIGNATED PARTNERS
Description of Document	:	Article 40A(a) Limited Liability Partnership - Capital Upto Rs.10 lakhs
Property Description	:	LLP AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	UPALAR IMPORTS AND EXPORTS LLP
Second Party	:	DESIGNATED PARTNERS
Stamp Duty Paid By	:	DESIGNATED PARTNERS
Stamp Duty Amount(Rs.)	:	5,000 (Five Thousand only)

G SEVA KENDRA D V G ROAD Authorized Signatory

Please write or type below this line

UPALAR IMPORTS AND EXPORTS LLP,
(As per Section 23 of LLP Act, 2008)

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT ("LLP Agreement ") is made and entered at Bangalore on this 18th Day of May, 2026, by and between,

C.V. Datu Rao.

(1) Mr. C V Dathu Rao, aged about 63 years, residing at No.389, 7th Cross, 12th Main, Near Raghavendra Matt, Raghavendra Block, Srinagar, Bangalore 560 050, hereinafter called the party of the First Part,

(2) Mr. Chandra Shekar B S, aged about 53 years, residing at No.7, (Old No.926), K K Hebbar Road, 4th Cross, 12th Main, Near Maruthi Circle, Hanumanth Nagar, Bangalore 560 019, hereinafter called the party of the Second Part,

WITNESSTH

WHEREAS, the parties hereto desire to adopt a Limited Liability Partnership Agreement for a new venture ("the LLP") to more particularly provide for their respective rights, powers, duties and obligations as Partners and the Management, Operations and Activities of the LLP.

NOW, THEREFORE, the Partners by this Agreement set forth the Limited Liability Partnership Agreement ("the LLP Agreement") for the LLP under the Limited Liability Partnership Act 2008 ("LLP Act 2008") upon the following terms and conditions:

1. Definitions:

In this Agreement and the Schedules to it, the following terms shall have the following meaning unless the context otherwise requires.

a) **"LLP"** means **"UPALAR IMPORTS AND EXPORTS LLP"**

b) **"Agreement"** means this Limited Liability Partnership Agreement or LLP Agreement as originally executed and as amended, modified or supplemented from time to time.

c) **Accounting Year:** The Accounts of LLP shall be maintained in accordance with the Clause 11 of the Agreement.

d) **"The Act"** means the "The Limited Liability Partnership Act, 2008 or any statutory modification thereof from time to time.

e) **"Capital Contribution"** means the contribution made by the Partners to the LLP pursuant to the Clause 9 hereof and, in the case of all the Partners, the aggregate of all such capital contributions.

f) **"Designated Partner"** means any Partner designated as Designated Partner.

C.V. Dathu Rao.

g) **"Partner"** means each party to this Agreement shall be a Partner in the LLP within the meaning of the LLP Act, 2008 until they cease to be a Partner in accordance with the provisions of the LLP Act, 2008 of this Agreement. Additional persons may be admitted as Partners on the terms and conditions as expressly set forth herein.

2. Designated Partners:

Following shall be the first Designated Partners of Limited Liability Partnership:

- **Mr. C V Dathu Rao**
- **Mr. Chandra Shekar B S**

3. Term:

The LLP Agreement shall come in to effect from May 18th, 2026, and shall continue until dissolved and liquidated in accordance with this Agreement.

4. Incorporation of the LLP:

The incorporated LLP shall be duly organized, validly existing and is in good standing under the Laws of the jurisdiction of its incorporation, is qualified to do business and has all requisite powers and authority, corporate or otherwise, to conduct its business, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

The partners shall complete and deliver such forms as may be required to the Registrar's office and pay all required fees to incorporate the LLP in accordance the LLP Act, 2008.

The LLP certificate of registration shall be kept at the Registered office.

5. Nature of Business:

a) The nature or purpose of business to be conducted or promoted by the LLP is to carry on the following objects:

- To carry on the business of buying, selling, export and import of Granite Rough Blocks and to trade, market, and distribute the same domestically and globally.
- To carry on the business of selling, trading, and exporting Tiles, Slabs, and Monuments within India and to foreign countries.
- To carry on the business of selling, trading, and exporting Food Grains, Dry Fruits, Spices, Pulses, and Nutritional Products within India and to foreign countries.
- To carry on the business of selling, trading, and exporting Textiles and Ready-made Garments within India and to foreign countries.

C.V. Dathu Rao.

- To carry on the business of buying, selling, importing, exporting, and dealing in Gems, Precious Stones, Semi-Precious Stones, and other Valuable Stones in the domestic market and globally.
- To carry on the business of buying, selling, importing, and exporting Marine Products in the domestic market and globally.
- To carry on the business of selling, trading, and exporting Antique goods and Handicrafts within India and to foreign countries.
- To carry on the business of selling, trading, and exporting Vastu-related Products spiritual items, and wellness goods within India and to foreign countries.

b) The LLP may also engage in any and all the activities necessary, desirable or incidental to the accomplishment of the foregoing. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the partners to process any purpose or power, or to do any act, or thing, forbidden by Law to a LLP formed under the LLP Act, 2008.

6. **LLP Name:**

The business of the Partnership shall be conducted under the name and style of **"UPALAR IMPORTS AND EXPOTS LLP"**

The name of the LLP may be changed at any time by obtaining consent of all Designated Partners. Such change must be intimated to the Registrar Office by the Designated Partners in accordance with the provision of the Act.

7. **Registered Office:**

The business of the LLP shall be carried at No.50/3, East Anjaneya Temple Street, Basavanagudi, Bangalore 560 004, Karnataka, and/or at such other place/s as may be decided by all Designated Partners.

The Designated Partners may change the registered office or such address as its address for service of documents at any time by obtaining consent of all the Designated Partners. Any such change shall be intimated to the Registrar in the prescribed form.

C.V. Datu Pers.

8. **Place of Business:**

The business of the LLP shall be carried out at the premises/s referred in the Agreement. The costs of all rent, rates, repairs, insurance and other outgoings and expenses relating to the premises/s and any other premises acquired for the purpose of the LLP business shall be borne by the LLP.

9. **Capital Contribution:**

a. A single capital account shall be maintained for each partner. The capital of the LLP shall be **Rs.1,00,000 (Rupees One Lakh only)** Each Partner's contribution to or capital withdrawal from, shall be credited or debited, respectively, to the Partners capital account. The profit or loss of each year shall be credited or debited, (as the case may be) to each Partners' capital account respectively. Initial capital contribution from Partners is as follows:

SI No.	Name of Partners	Capital Contribution
1.	Mr. C V Dathu Rao	Rs. 50,000/-
2.	Mr. Chandra Shekar B S	Rs. 50,000/-
	Total	**Rs.1,00,000/-**

b. **Additional Contribution:**

The Partners may contribute additional capital in the same ratio or any other ratio as agreed or whenever it is required to do so for the efficiency of the business.

c. **Withdrawal or Reduction of Capital Contributions:**

Except with the consent of all the Designated Partners, no Partner shall have the Right to withdraw from the LLP, all or any part of its capital contribution. Accumulated profits of the LLP may be withdrawn by the Partners as decided by all the Designated Partners.

d. **Interest on Capital contribution and Loan:**

Interest at the rate of 12 percent or such allowable amount as may be prescribed by the Income Tax Act, 2025, from time to time shall be payable on or with respect to the Capital contributions and loan barrowed from Partners.

C.V. Dathu Rao

10. Banking:

All funds of the LLP shall be deposited in its name in such current account/s of LLP. The bank account/s of the LLP shall be operated either by Designated Partner/s or by any person authorized by all the Designated Partners.

11. Accounts:

a. Complete books and records of the LLP shall be maintained on accrual basis accurately and on double entry system of accounting.
b. The financial year of the LLP shall as per the provisions of LLP Act, 2008.
c. The LLP shall maintain usual account and other books at the registered office of the LLP or such other place as may be decided by all the Designated Partners and they shall be kept properly posted up to date and shall not be removed from the registered office without the consent of all the Designated Partners.
d. The accounts of LLP shall be approved by all the Designated Partners of the LLP which shall then be binding on all the partners and copy thereof shall be distributed to each of the partners.
e. The Balance sheet, Profit and Loss account and other related financial statements of the LLP shall be prepared as per the applicable accounting standards from time to time and shall be audited by a Chartered Accountant.

12. Inspection of Company Records:

- **Records to be Kept**

  The LLP shall keep at its registered office:

  i. A current list of the full name and last known business, residence or mailing address of each partner and Designated Partner in alphabetical order.
  ii. Copies of this LLP agreement, and all amendments hereto
  iii. Copies of the LLP's Income Tax returns and reports if any,
  iv. Copies of the financial statements of the LLP and
  v. Any other records as may be prescribed by LLP Act, 2008.

G.N. Datar

- **Inspection of LLP Records**

  The books and records of LLP shall be open to inspection upon the reasonable request of any partner at any reasonable time during usual business hours, for the purpose reasonably related to such partner's interest as a partner. Such inspection by a partner may be made in person or by agent or attorney and the right of the inspection includes the right to copy and make extracts upon paying reasonable sum as decided by all the Designated Partners as to cost.

13. Annual Filing:

LLP shall prepare and file with the Registrar, a Statement of Account and Solvency and an Annual Return with the Registrar within the stipulated time under the LLP Act 2008, and Rules for each financial year.

14. Nature of Partnership Interest:

a. The interest of the partners in the LLP constitutes their personal estate. In the event of the death or legal disability of any partner, the executor, trustee or administrator of such partner shall be bound by the provisions of the LLP agreement.

b. In the case of a partner, which is not a natural person the successor of such partner shall be bound by the provisions of this LLP Agreement.

15. Sharing of Profit and Losses:

The net profits of the business shall be divided between the partners in the following proportion and they shall bear all losses including the loss of capital in the same proportion.

Sl No.	Name of Partners	Share of Profit/Loss (In Percentage)
1.	Mr. C V Dathu Rao	50
2.	Mr. Chandra Shekar B S	50

C.V. Dathu Rao.

16. Meetings:

Periodic meetings may be held as determined by the Designated Partners of LLP from time to time. Meetings of the partners for any specific purpose may be called at any time by any Designated Partner.

Notice of the time and place of meetings may be delivered by the Designated Partner of the LLP either personally or by telephonic to each partner, or sent by mail or by electronic mail or facsimile transmission addressed to him or her at his or her address as it appears upon the records of the LLP.

Notice of a meeting of partners may be given at least three days prior to the time of the holding of the meeting. Shorter notice may be given on consent of all Designated Partners of the firm.

Minutes of meetings maybe prepared and signed as decided by he Designated Partners of the Firm.

17. Power of the Designated Partners:

Except as otherwise expressly provided herein, day-to-day operations of the LLP shall be vested exclusively in the hands of Designated Partners who shall have the power on behalf and in the name of the LLP to carry out any and all the purposes of the LLP and to perform all acts and to enter in to, perform all contracts, undertakings acts and concerns that it may deem necessary or advisable or incidental thereto.

18. Obligation of Partners:

Each partner shall

a. Be just and faithful to other partners in the transaction relating to LLP business.
b. Comply with all the provisions of the LLP Act and Regulations, Rules framed or to be framed therein;
c. No partner shall without consent of all the other partners;
    i. Lend money or give credit of the goods of the LLP to whom the other partners have previously forbidden him to trust.
    ii. Mortgage, change or assign his share in the assets or profits of the LLP.
    iii. Give any security or promise for the payment of money on account of the LLP except in the ordinary course of the business

G.V. Dattatreya

iv. Give bail, bond or guarantee or become surety for any person or do or knowingly suffer anything to be done where the LLP property may be endangered.

19. Forbidden acts:

No partner shall

- Have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of LLP purposes.
- Use the LLP name, credit or property for other than LLP purposes.
- Do any act detrimental to the interests of the LLP or which would make impossible to carry on the business or affairs of the LLP.

20. Liability of Partners:

The liability of the partners shall be limited as provided in the LLP Act, 2008 and as set forth in this LLP Agreement.

21. Borrowings:

That no partner shall raise any finances, loan(s) on and for behalf of the said firm except with the written consent of the other partner/s. Any partner raising such finances, loan(s) in contravention of this clause shall personally be responsible for its repayment.

22. Agreements & Contracts:

That all the parties jointly shall be entitled and empowered to sign the agreements, contracts or any other document for and on behalf of the firm with the consent of other partner/s. They are entitled to draw and accept, against issue and discharge or receipt or acceptance documents, the payments either in cash or by cheques /drafts, etc., from the Government departments, undertakings, local authorities, or any other person(s), concern(s) company/ companies etc., pertaining to the business of the firm. All the acts, actions and deeds of the both the parties on and for behalf of the firm, shall be deemed to have been done for and on behalf of the firm which shall be binding on the other partner/s, in all respects.

23. Assets of the LLP:

That no partner shall be entitled to dispose of, transfer, alienate or in any way or manner part with his/her share or interest in the firm to any other person except with the written consent of the other partner/s. If any of the partner/s is not alive then his/her legal heirs will have full rights in continuing as partner/s in place of the deceased partner/s.

C.V. Datta Rao.

24. <u>Change in the Partners:</u>

- **Admission of new partner**

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

- **Voluntary withdrawal of partner**

  Each partner covenants and agrees that they will not withdraw or resign from the LLP without the prior consent of all Designated Partners (such consents not to be unreasonably withheld or delayed)

  On voluntary withdrawal, a part or all the value of his capital account in the LLP shall be determined in accordance with this LLP Agreement. Upon the withdrawal of a partner from the LLP for any reason, such partner shall cease to have any further right or interest in LLP.

- **Death of a Partner**

  On the death of any partner, the LLP shall not be dissolved, the surviving partners shall have the option to purchase the share of deceased partner, in the business and the property at such value determined in accordance with this LLP agreement. The partner, purchasing the share of deceased partner, shall also enter in to a covenant to indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership. If no surviving partners are ready to purchase the share of the deceased partner, then the legal representatives of the deceased partner shall become the partner on production of proof of legal heir.

- **Terms of payment /purchase of Share**

  Price of the share of the deceased/withdrawing partner shall be the fair value determined in accordance with Net asset method of Valuation, by the independent Chartered Accountant other than LLP auditor appointed by the Designated Partner prior to, the death of the deceased/date if withdrawal.

C.V. Datulieu.

- **Expulsion of partner and termination of his partnership**

  The entire Designated Partners have the right to expel any partner from partnership. If the partner shall assign, change or encumber his share in the LLP become bankrupt or a lunatic or commit any breach of any of the provisions of this agreement or commits any criminal offence or do or suffer any act which would be a ground of dissolution of the LLP by the Court/Tribunal and in any such case, it shall be lawful for the other partners by notice in writing to the offending or incapacitated partner or his trustee or official assignee to determine the partnership whereupon the partnership so far as concerns such partner shall determine and other partner shall have the option to purchase his share and pay the purchase price to the offending partner or his trustee or official assignee in accordance with the above Article.

25. <u>Restrictive Covenants:</u>

- No partner, manager and officers shall compete with the LLP business except prior approval of all the Designated Partners.
- No partner of the LLP shall have the right to receive or share any income or proceeds derived from LLP either directly or indirectly except in accordance with this agreement.
- No partner shall until and unless decided by the partners from time to time be entitled to:

a. Borrow money from any bank, financial institution or other parties on behalf of the firm without the consent of the other partners.
b. Withdraw any amount from the firms account for personal use.
c. Compromise or relinquish a claim or a portion of any claim of the firm.
d. Withdraw any suit or proceedings filed on behalf of the firm.
e. Admit any liability in any suit or proceedings against the firm.
f. Acquire any property on behalf of the firm or sell any part or portion of the firm's property without the consent of the other partners.
g. Enter into partnership with any other person or persons on behalf of the firm.

26. <u>Entitlement of Remuneration of Designated/working partners:</u>

The Designated Partners shall be entitled to draw monthly/yearly salary/remuneration by way of payments from salary, bonus, commission or remuneration, by whatever name called, subject to the limits or such other allowable amount as may be prescribed u/s 35 (e) of the Income tax Act, 2025 from time to time.

G.V. Dattatreya.

The remuneration so arrived at above shall be shared as per mutually agreed basis among the Designated Partners.

27. **Meeting of Expenses of LLP:**

a. All out goings and expenses of the partnership and all losses and damages incurred, interest payable for any loans received and taxes, etc., shall be paid first out of profits, next out of sale proceeds of assets and finally out of capital of partners.

b. All LLP moneys, bills, notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the bank to the credit of LLP's account, except such sums as are immediately required to meet the current expenses of the LLP.

c. All transactions of the LLP shall be done in the name of LLP and all goods shall be purchased or sold in the LLP name. All the bills, vouchers, delivery notes, receipts etc., shall be issued in the name of the LLP.

28. **Arbitration:**

All disputes and differences whatsoever which shall arise between the partners or between the partners and personal representatives of the deceased partner relating to any matter or between partners and LLP or the interpretation of this Agreement shall be referred to single arbitrator appointed by decision of Designated Partners in accordance with the subject and the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

29. **Confidentiality:**

a. Disclosure of a partner's confidential information to any other officers, employees, consultants or third party shall be made only if and to the extent necessary to carry out rights and responsibilities under this Agreement, shall be limited to the maximum extent possible, consistent with such rights and responsibilities, and shall only be made to persons who are bound to maintain the confidentiality thereof and not to use such confidential information except as expressly permitted by the agreement.

G.N. Dattatreya.

b. Each partner shall use at least the same standard of care, but not less than a reasonable standard of care for this industry, as it uses to protect its own confidential information to ensure that its employees, consultants and other representatives do not disclose or make any un authorized use of confidential information of other partner. Each partner shall promptly notify the other partner of any unauthorized use or disclosure of confidential information of other partner.

c. Within 30 days following termination or expiration of this Agreement, each partner will return to the other partner, or destroy, upon the written request of the concerned partner, all confidential information disclosed to it by the concerned partner pursuant to this Agreement, including all copies and extracts of documents.

30. <u>Amendments:</u>

Subject to any contrary provisions of the Act, this Agreement may be amended only by the affirmative vote of all the Designated Partners. Any such amendments shall be in writing, duly executed by all the Designated Partners.

31. <u>Repeal or Modification:</u>

Any repeal or modification of Agreement by the partners of the LLP shall not adversely affect any right of a partner, Designate Partner or officer of the LLP existing hereunder at the time of such repeal or modification.

32. <u>Entire Agreement:</u>

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

G.N. Datta Ray.

b. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights remedies, obligations or liabilities under or by any reason of this Agreement, except or expressly provided herein. In addition, neither partner can assign this Agreements nor the rights and obligations there under to another party without the prior written consent of all the partners.

33. <u>Governing Law:</u>

a. This Agreement shall be governed by and construed under the substantive laws of the State of India.

b. The Courts of Bangalore have exclusive jurisdiction to settle any dispute of claim that arises out of or in connection with this Agreement.

34. All the matters not expressly provided in this Agreement shall be decided by all the Designated Partners of the LLP.

35. <u>Limited Liability Partnership Act prevails:</u>

Subject to Article 31 above, those matter/s on which no provision has been made in this Agreement shall be governed by the provisions of the LLP Act, 2008 and the LLP rules 2009 and notification issued under the Act and as amended from time to time.

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

C.V. Dathu Rao

Mr. C V Dathu Rao
(Designated Partner)

Mr. Chandra Shekar B S
(Designated Partner)

Witness:

1. Rashmi
[RASHMI]
No. 304/24, Sree Sai Dhama, 7th Main Road, BSK 3rd Stage, Nagendra Block, Bangalore - 50

2. Archana
[Archana]
No. 129, 2nd Floor, DR Complex
DVG Road, Basavanagudi,
Bangalore - 560004.