

e-Challan

Registration and Stamps department
Government of Rajasthan

GRN: 0088583418



Payment Date: 23/04/2024 16:17:02

Office Name: SUB REGISTRAR-VI REGISTRATION & STAMPS, JAIPUR
Location: JAIPUR (CITY)
Period: 01/04/2024-To-31/03/2025

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-02-00-स्टाम्प शुल्क पर अधिभार	400.00
2	0030-02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार	400.00
3	0030-02-800-04-00-प्राकृतिक एवं मानव निर्मित आपदाओं से राहत हेतु अधिभार	400.00
4	0030-02-102-02-00-अन्य गैर अदालती स्टाम्प की बिक्री से आय	4000.00
Commission(-):		0.00
Total/NetAmount:		5200.00

Five Thousand Two Hundred Rupees and Zero Paise Only

Payee Details:

Full Name: ADITYA MAHIMA ENERGY LLP	Tin/Actt.No./VehicleNo./Taxid :
Pan No.(If Applicable):	City(Pincode): JAIPUR(302001)
Address:PLOT NO .27,SHYAM COLONY, TONK ROAD, Sanganer Bazar, SANGANER, Sanganer, Jaipur- 302029, Rajasthan,	Remarks:LIMITED LIABILITY PARTNERSHIP DEED dated 23.04.2024

Payment Details:

Bank: UPI	Challan No. - 0
Date: 23/04/2024 16:17:02	Bank CIN No: CNRB8858341823042024
	Reference No: IK20240423280648

Computer generated copy on : 23/04/2024

Courtesy : <https://Egras.rajasthan.gov.in>

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NOTARY PUBLIC JAIPUR

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

THIS AGREEMENT of LLP made at Jaipur this 23rd Day of April, 2024 by and amongst:

1. **Mr. Bhawani Shankar Maheshwari (Din No.:10546112)** Son of Shri Gambhir Mal Maheshwari, residing at Plot no. 27 Shyam Colony , Tonk Road Near Naya Banagla Sanganer Jaipur, Rajasthan India 302029 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 PARTY**;

AND

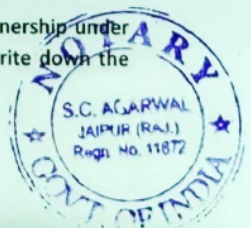
2. **Mrs. Sunita Maheshwari** Daughter of Shri GhanShyam Maheshwari, residing at Plot no. 27 Shyam Colony , Tonk Road Near Naya Banagla Sanganer Jaipur, Rajasthan India 302029 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**;

(THE FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNER(S))

NOW, all the Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation.

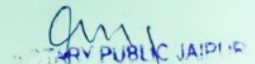


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THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

(A) Main Clauses

A Limited Liability Partnership shall be carried on in the name and style of **M/s ADITYA MAHIMA ENERGY LLP** and hereinafter called as "the LLP".

1. The LLP as constituted under this Agreement shall be deemed to be have commenced its business on the 23rd Day of April 2024.
2. The LLP shall have its registered office at Plot No .27, Shyam Colony, Tonk Road, Sanganer Bazar, Jaipur, Sanganer, Rajasthan, India, 302029 and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. The Initial Contribution of the LLP shall be Rs 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportion.

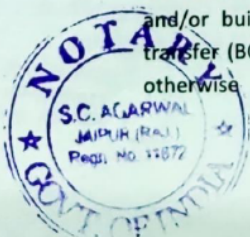
First Party - Rs. 60,000/- (Rupees Sixty Thousand only)

Second Party - Rs. 40,000/- (Rupees forty Thousand only)

Further contribution if any, required by the LLP shall be brought in by the partners in their above-mentioned capital sharing ratio or as otherwise decided by majority of partners.

4. The business objects of the LLP are :

- (i) To Carry on, manage, supervise and control the business of transmitting, supplying, generating, distributing and dealing in electricity and all forms of energy and power generated by any source whether steam, hydro or tidal, water, wind, solar, hydrocarbon fuel or any other form, kind or description and in PV (Photo Volatic), Modules (Panel), Solar Invertor, Charge Controller, Mounting Structure, Wires, PV Solar Heater, Batteries, Solar Lanterns and Solar chargeable Lights, Fans etc.
- (ii) To carry on in India or abroad the business of establishing, commissioning, setting up, operating and maintaining electric power transmission systems/networks, power systems, generating stations based on conventional/ non-conventional resources for evacuation, transmission, distribution, trading or supply of power through establishing or using stations, tie-lines, sub-stations and transmission or distribution lines in any manner including build, own and transfer (BOT), and/or build, own and operate (BOO) and/or build, own, lease and transfer (BOLT) and/or build, own, operate and transfer (BOOT) basis or otherwise ,and to acquire in any manner power transmission



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systems/networks, power systems, generation stations, tie-lines, sub-stations and transmission or distribution systems from State Electricity Boards, Vidyut Boards, Power Utilities, Generating Companies, Transmission Companies, Distribution Companies, Central or State Government Undertakings, Licensees, other local authorities or statutory bodies, other captive or independent power producers and distributors and to do all the ancillary , related or connected activities as may be considered necessary or beneficial or desirable for or along with any or all of the aforesaid purposes which can be conveniently carried on these systems, networks or platforms.

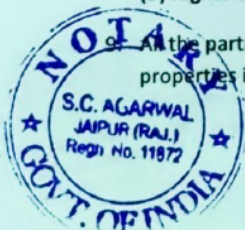
5. The LLP shall have a common seal to be affixed on documents as may be required under the signature of any of the Designated Partners.
6. The accounting year of the LLP shall be from 1st April of the year to 31st March. The first accounting year shall be from the date of incorporation of the LLP till 31st March, 2025.
7. That the net profits or loss of the limited liability partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partner in accordance with this agreement of limited liability partnership or any supplementary deed as may be executed by the partners of the limited liability partnership firm from time to time, shall be divided and distributed amongst the partners in the following proportions:

S. No.	Name of Parties	Share in Profit/Loss
1	Mr. Bhawani Shankar Maheshwari	60%
2	Mrs. Sunita Maheshwari	40%

8. The bankers of the partnership shall be _____, _____ Branch, and/or such other bank or banks as the partners may from time to time unanimously agreed upon. It is expressly agreed that the bank account of the LLP shall be operated by any of the designated partner.

(B) Rights of Partners

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



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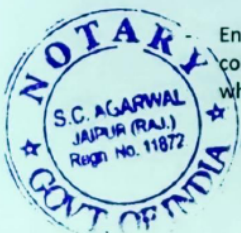
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10. Each partner has a right to access of all the business information as well as to inspect or take copy or extract of any record of the LLP.
11. Each partner shall be at liberty to carry on his own and independent business simultaneously as hitherto they might be doing or may hereafter do as they deem fit and proper. Other partner(s) and the LLP shall have no objection thereto provided the partner so carrying his own independent business duly discloses this fact to other partners or LLP prior to starting the same or at the time of entering into this LLP and that the said business is not detrimental to the interests of LLP and that the name and style of the LLP business is not used by him in the course of partner's own and independent business;
12. The interest of each partners in LLP as stakeholder or partner can be transferred or assigned by the respective partner(s) if desired so provided the balance partners gives their consent to such transfer or assignment;

(C) Duties of Partners

13. Partners in the LLP shall mutually and reciprocally discharge their duties in the business and shall be just and faithful to the other partners in all transactions relating to the LLP;
14. Each partner shall maintain a high degree of integrity and adhere business ethics including rendering correct and full account and disclosure of related information of all transactions which has direct or indirect bearing on the business and mutual business relationships of the partners or affecting the limited liability partnership to any partner or his legal representatives;
15. Each partner shall remain accountable to the limited liability partnership by compensating and accounting for against the benefit derived by him/her or transaction to his benefit made by him / her or out of using property, name or business of LLP with or without the consent of the LLP or its partners;
16. Each partner shall Endeavour to take due diligence in discharging his duties and responsibilities towards the Limited Liability Partnership and its businesses and will indemnify the limited liability partnership and / or the other existing partners for any loss or damage caused to it on account of his conduct and dealings in the course of business of limited liability partnership.
17. All Partners shall give requisite time and attention as may be required for fulfillment of the objectives of the LLP and managing the affairs of the business.
18. No Partner shall without the specific consent of other Partners :-
 - Employ any money, goods or effects of the LLP except in the ordinary course of business of LLP.

Enter into any contract, bond or become surety for any individual / firm / company or perform knowingly to cause or suffer to be caused anything whereby the LLP's property or any part thereof is put to any kind of risk(s).



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- Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a partner therein.
- Engage directly or indirectly in any business competing with that of the limited liability partnership.
- Lend money or give credit on behalf of the LLP or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred by any partner of LLP on account the said act shall construed a breach of contract amongst the partner of LLP and such damage or loss shall liable to be indemnified by the defaulter partner(s).
- Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other partner.
- Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the limited liability partnership property may be endangered.

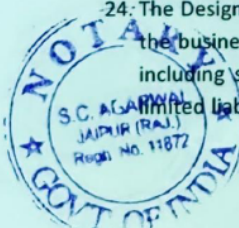
(D) Meetings

19. The meeting of partners may be called by giving minimum 7 days notice. In case if any urgent meeting is to be called the notice requirement is to be ratified by all the Partners.
20. The matter discussed in the LLP meeting shall be decided by a resolution passed by majority in number of the partners, and for this purpose, each partner shall have one vote.
21. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.
22. Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of the LLP.

(E) Designated Partners

23. All Parties to the Agreement shall act as Designated Partner(s) of the LLP in terms of _____ the requirement of the Limited Liability Partnership Act, 2008.

24: The Designated Partners shall be responsible for carrying all activities related to the business of Limited Liability Partnership, in the ordinary course of business including such acts, deeds and things as may be required to be done by the _____ limited liability partnership in respect of compliance of the provisions of this Act



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including filing of any document, return, statement and the report pursuant to the provisions of Limited Liability Partnership Act, 2008.

25. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement together with all such acts as may be decided from time to time by all the partners.

(F) Remuneration to Partners

26. The LLP shall pay remuneration payable to the said working partners shall be computed in the manner laid down for deduction u/s 40(b)(v) read with Explanation 3 of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax assessment of the limited liability partnership for the relevant accounting years. Such amount of remuneration shall be calculated as follows:

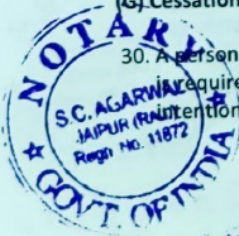
	On Book Profits upto	Allowable Remuneration
a)	On the first Rs.3,00,000/-of the book profit or in case of loss	> Rs.1,50,000/- or > At the rate of 90% of the Book Profit, Whichever is more
b)	On the balance of the book-profit above Rs.3,00,000/-	At the rate of 60%

(G) Admission of New Partner(s)

27. Any new partner(s) can be admitted into the LLP subject to the consent of all the existing partners. Further, such incoming partner shall give his/her prior written consent to act as Partner of the LLP.
28. The Contribution of the new partner may be tangible, intangible, moveable or immovable property and / or cash as may be decided with the consent of all partners.
29. The Capital and Profit sharing ratio of the incoming partner will be decided by mutual consent of all partners.

(G) Cessation of Existing Partner(s)

30. A person will be ceased to be partner of the LLP on the expiry of notice which he is required to serve to all the other partners or firm at least 30 days prior to his intention of ceasing as partner.



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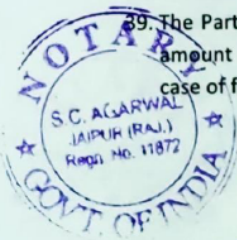
31. On retirement / ceasing as partner of LLP, the said partner shall be entitled to the full payment in respect of all his rights, title and interest in the LLP to be determined as per this agreement and standard practice in this regard.
32. Upon the death or becoming state of unsound mind of any of the partners herein any one of his or her legal heirs will be admitted as a partner of the LLP in place of such deceased partner. The legal heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
33. On the death or becoming state of unsound mind of any partner, if his or her legal heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.
34. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of indulging into unlawful or fraudulent practices in carrying the activity of business of the LLP.

(H) Extent of Liability of the LLP

35. The partnership is a limited liability partnership and it is liable to the external parties only up to the limit of its assets / Net worth in accordance with the provisions of Limited Liability Act, 2008.
36. An obligation of the LLP, whether arising in contract or otherwise, shall be solely the obligation of the LLP.
37. The LLP is not bound by anything done by a partner in dealing with a person if -
 - (a) The partner in fact has no authority to act for the LLP in doing a particular act; and
 - (b) The person knows that he has no authority or do not know or believe him to be a partner of the LLP.

(I) Extent of Liability of the partners

38. A partner is not personally liable, directly or indirectly for an obligation of LLP solely by reason of being a partner of the LLP except in case of his own wrongful act or omission as a partner of LLP.
39. The Partners shall be liable for the liabilities of the LLP to the extent of unpaid amount of their agreed contribution in capital and not beyond that except in case of fraud / conspiracy on his / their part.



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(J) Miscellaneous Provisions

40. The LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP 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.

41. The books of accounts of the LLP shall be kept at the registered office of the limited liability partnership and shall be available to all the partners for their due reference and taking extracts out of it.

42. All disputes between the partners or between the Partner(s) and the LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

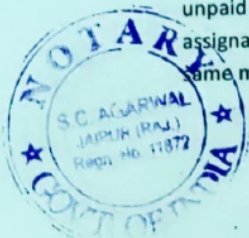
43. The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

(K) Borrowing Powers:

44. The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of all the Designated Partners, to the extent of the contribution available in the account of the LLP as on the date of borrowing.

45. LLP may borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, exceeding of the contribution available in the account of the LLP as on the date of borrowing with the approval of the majority partners of the LLP.

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



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47. M/s ADITYA MAHIMA ENERGY LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.
48. Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of all partners of the LLP.
49. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

(L) BANKING OPERATION:

50. The Bankers of the LLP shall be any scheduled bank and/or such other Bank/s as the partners may unanimously decide from time to time.
51. The Bank account of the LLP shall be operated singly and/or jointly by the Designated Partners or by their authorized representative or as may be mutually decided by the partners from time to time.

(M) DURATION OF LIMITED LIABILITY PARTNERSHIP:

52. The Limited Liability Partnership shall have perpetual succession.
53. The limited liability partnership shall cease to exist only if it is dissolved under the provisions of the Limited Liability Partnership Act, 2008.

(N) GENERAL CLAUSES:

54. That the Limited Liability Partnership firm shall be governed by the Limited Liability Partnership Act, 2008 and the rules and provisions enacted therein.
55. For the purpose of interpretation wherever in its agreement noun "be" is referred the same shall also include "she" & "fit" and singular means plural also.

(O) WINDING UP OR DISSOLUTION

56. In case of Dissolution or Winding up of Limited Liability Partnership the partners and designated partners of the LLP are not authorized to use the name of the LLP or the technology bought in by the party of the first part in any other proprietorship, partnership, LLP, company, Joint Venture or any other business



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57. In case of resignation, retirement, cessation or expulsion of the party of the first part and it's authorized representative in his individual capacity, the authorized usage of the word "ADITYA MAHIMA ENERGY LLP" will cease to exist and the party of the rest part will not be allowed to continue the LLP with the same name and if the parties of the rest part decide to carry on the existing LLP they will be required to obtain the different name.

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

WITNESS:

1. Ashya Tiwari
S33 Chaurakart.
Punjab

2. Riya Khandelwal
Jaipur, Rajasthan
Riya Khandelwal

PARTNERS:

[Signature]
(First Party)

[Signature]
(Second Party)



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