



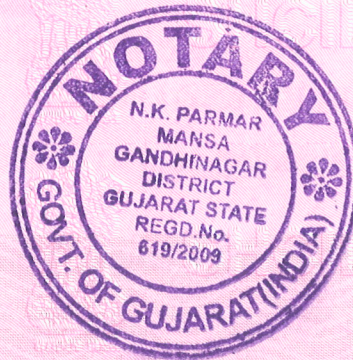
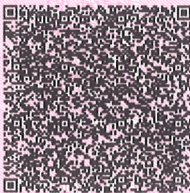
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**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

**Certificate No.** : IN-GJ39838868943163X  
**Certificate Issued Date** : 10-Nov-2025 12:26 PM  
**Account Reference** : IMPACC (FI)/ gjelimp10/ MANSA/ GJ-GN  
**Unique Doc. Reference** : SUBIN-GJGJELIMP1083058123724499X  
**Purchased by** : AARYA GLOBAL ENERGY LLP  
**Description of Document** : Article 44(1)(c) Partnership [1] (c)- by Cash and Immovable Property  
**Description** : FOR PARTNERSHIP DEED  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : CHAUDHARI NIKHILKUMAR  
**Second Party** : ANJNABEN CHAUDHARI  
**Stamp Duty Paid By** : CHAUDHARI NIKHILKUMAR  
**Stamp Duty Amount(Rs.)** : 1,000  
(One Thousand only)



10 NOV 2025



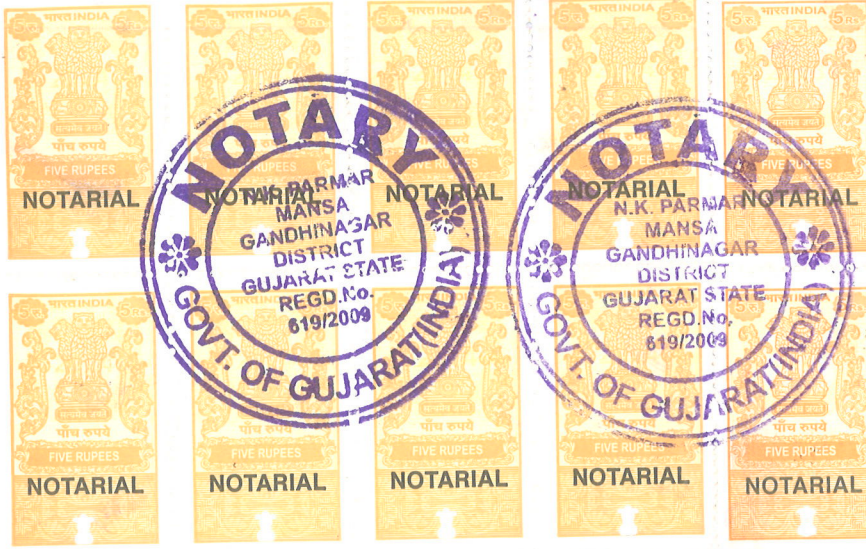
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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





## NOTICE

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- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો [www.shcilestamp.com](http://www.shcilestamp.com) દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો [www.stockholding.com](http://www.stockholding.com) પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

**SUPPLEMENTAL**  
**LIMITED LIABILITY PARTNERSHIP AGREEMENT**  
**OF**  
**AARYA GLOBAL ENERGY LLP**

**This Third Supplementary Agreement/ INSTRUMENT OF PARTNERSHIP of AARYA GLOBAL ENERGY LLP/ (herein after referred as SUPPLEMENTAL LLP AGREEMENT) is executed at Ahmedabad, Gujarat on this 29<sup>th</sup> day of September 2025 Gujarat, India by and amongst:**

The Partners hereby declare that the present Limited Liability Partnership (LLP) is being formed by way of conversion of the existing Proprietorship Concern carried on in the name and style of **AARYA GLOBAL ENERGY LLP** by **NIKHILKUMAR DASHARATHBHAI CHAUDHARI**. All the assets, liabilities, rights, obligations, goodwill, contracts, licenses, approvals, and undertakings of the AARYA GLOBAL ENERGY LLP as per the provisions of the Limited Liability Partnership Act, 2008.

**BETWEEN**

**1. Mr. Nikhilkumar Dasharathbhai Chaudhari having DIN No. 10271361** (Hindu, occupation Business residing at 4-154, CHAUDHARI VAS, ANANDPURA, VEDA, GANDHINAGAR, VEDA, GUJARAT- 382855, INDIA (**hereinafter referred to as Party of the First Part/ Partner / Partners**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators and

**2. Mrs. Anjnanen Rohitkumar Chaudhari** Hindu, occupation Business, presently residing at 6-30 Opp Gram Panchayat office, At Bapupura Tal Mansa, Gandhinagar, Gujarat - 382845 **hereinafter referred to as Party of the Second Part/ Partner / Partners**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators and

AND WHEREAS Party of the First Partner namely **Nikhilkumar D Chaudhari**, Party of the Second Partner namely **Mrs. Anjnanen Rohitkumar Chaudhari**, has expressed their desire to join the LLP.

1. Nikhilkumar D Chaudhari

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2. Anjnanen R Chaudhari



Partner hereto have agreed to adopt, abide by and be governed by the terms and provisions of the Agreement and this Supplementary Agreement and in accordance with the provisions of the Limited Liability Partnership Act, 2008 and to continue the business of the LLP.

And WHEREAS the Parties have entered into this Third Supplementary Agreement to record the revised terms and conditions in relation to the LLP.

**NOW THIS FIRST SUPPLEMENTARY AGREEMENT OF THE LIMITED LIABILITY PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:**

**ARTICLE 1: RECITALS**

- The Parties hereto have agreed and hereby consent to this LLP Supplementary Agreement to Continue partners as well as to provide for their respective rights, powers, duties and obligations as Partners;
- To reduce the terms and conditions relating to the management, operations and closure of the LLP in writings.

This Supplementary LLP Agreement shall be filed with the Registrar of the LLP in accordance with the provisions of the LLP Act, and subsequently on each modification(s) thereto.

**The business of the AARYA GLOBAL ENERGY LLP has commenced with effect from the date of incorporation certificate issued by the LLP authority.**

**ARTICLE 2: DEFINITIONS**

2.1 in this LLP Agreement and the Schedules annexed hereto the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

**(a) 4-154, CHAUDHARI VAS, ANANDPURA, VEDA, GANDHINAGAR, VEDA, GUJARAT-382855, INDIA**, in relation to a partner of a LLP, means: -

- (i) if an individual, his usual residential address; and
- (ii) if a body corporate/LLP, the address of its registered office or residence address of Authorized representative authorized by LLP in this behalf.

**(b) "The AARYA GLOBAL ENERGY LLP Agreement"** means this Agreement, as originally executed and as amended, modified or supplemented from time to time;



1. Nikhil Kumar D Chaudhari



2. Anjnaben R Chaudhari

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(c) The AARYA GLOBAL ENERGY LLP's financial year means the period from the 1<sup>st</sup> day of April of a year to the 31<sup>st</sup> day of March of the subsequent year;

(d) The nature and purpose of the business of Manufacturers, Traders, Re Packers-Refiners, Importers/Exporters, General Traders, Sales and Service of Global Energy, Green Energy related all products and Automotive Products to be conducted by the AARYA GLOBAL ENERGY LLP pursuant to Article 3 hereof.

(e) The AARYA GLOBAL ENERGY LLP Capital contributions mean the contributions made by the Partners to the LLP Pursuant to Article 8 hereof and, in the case of all the Partners, the same would refer to the aggregate of all such capital contributions.

(f) The AARYA GLOBAL ENERGY LLP Confidential Information means and included, but is not limited to, all information of a secret or confidential nature relating to the affairs of AARYA GLOBAL ENERGY LLP or any person related to the LLP whose information is held within the company. This kind of information would also include in its ambit, any and all Information that is essential to carry on day-to-day business of the AARYA GLOBAL ENERGY LLP and as may be decided by a Single of the Partners from time to time;

(g) "Designated Partner(S)" mean the Partner(s) whose name is/are set forth in the Schedule 2 to this Agreement and include any Partner designated as such pursuant to the provisions of this AARYA GLOBAL ENERGY LLP Agreement, and who has given his prior consent to act as such to the LLP in the prescribed form;

(h) "The LLP Act" shall mean the Limited Liability Partnership Act, 2008 as amended from time to time;

(i) "The LLP Rules" mean the Limited Liability Partnership Rules, 2009, as amended from time to time;

(j) "Partner(s)" in relation to this AARYA GLOBAL ENERGY LLP, means any person who becomes a partner in this AARYA GLOBAL ENERGY LLP in accordance with the LLP Agreement and include the initial partners named in Schedule 1 to this AARYA GLOBAL ENERGY LLP Agreement and who are subject to the terms and conditions of this Agreement and the applicable provisions of the AARYA GLOBAL ENERGY LLP Act;

(k) "Partners' Interest" means the ownership interest of a Partner in the LLP, including a Partners' right to share in the income gain, loss, deduction and credits of and the right to receive distributions from the LLP. It also includes a Partners' right to vote and otherwise participate in the operation or affairs of the LLP as provided for in this Agreement and under the LLP Act;



1. Nikhil Kumar D Chaudhari

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(I) "Registrar" shall have the meaning, as assigned under the LLP Act;

Terms not defined herein but defined under the LLP Act or LLP Rules, shall have the respective meaning assigned to them under the LLP Act or LLP Rules.

Unless specifically stated to the contrary, any masculine word("his") or expression shall include feminine("her") and vice and any singular word or expression shall include plural and vice versa.

### **ARTICLE 3: NAME, OBJECTIVES AND FORMATION**

#### **3.1 Name**

The business of the LLP shall be carried on in the name and style of **AARYA GLOBAL ENERGY LLP**.

The Designated Partner(s) as authorized by All Partner's resolutions and in accordance with the provisions of the LLP Act and the Rules shall notify change if any, in the name of the AARYA GLOBAL ENERGY LLP to the Registrar.

#### **3.2 Registered Office**

The AARYA GLOBAL ENERGY LLP shall have is registered office at 4-154, CHAUDHARIVAS, ANANDPURA VEDA, TA- MANSA, DIST- GANDHINAGAR, GUJARAT-382855, INDIA and/or at such other place as may be mutually agreed upon by All Partners. Upon any change in the registered office address of the AARYA GLOBAL ENERGY LLP, it shall be the duty of the Designated Partners of the AARYA GLOBAL ENERGY LLP to notify the same to the Registrar in the form and manner as prescribe in the Act and the Rules.

#### **3.3 Business**

The nature and purpose of the business to be conducted by the AARYA GLOBAL ENERGY LLP is the engage inter alia in the business of

#### **The AARYA GLOBAL ENERGY LLP shall engage in the business of:**

1. Manufacturing, processing, and trading of agricultural products and all allied products. Manufacturing of conductors, wires, cables, and related products. Trading in all types of goods, commodities, and merchandise. Providing services in the field of solar energy, renewable energy, and other related services. Rendering all kinds of technical, commercial, and trading services to different companies, organizations, and entities.

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2. Manufacturers, Traders, Re Packers-Refiners, Importers/Exporters, General Traders, service of Broker for Construction Chemicals, Building Materials, Construction Equipment, Food and Beverages, Automotive Products.

The objects are more particularly described in Schedule 3 to this Agreement. The LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business. It may also include any other business conducted in such manner as may be decided by the Single of Partners from time to time. Nothing set forth in this Agreement shall be construed as authorizing the Partners to possess any purpose or power, or to do any act or thing, forbidden by law to an LLP formed under the LLP Act.

### 3.4 Place of business

- I. The LLP business shall be carried out from Factory Plant 1. address AT POST – ANANDPURA VEDA VILLAGE, MANSA VIJAPUR HIGHWAY, TA: MANSA, DIST: GANDHINAGAR – 382855 and Office premises situated on at 4-154, CHAUDHARIVAS, ANANDPURA VEDA, TA- MANSA, DIST- GANDHINAGAR, GUJARAT-382855, INDIA
- II. The LLP may change its registered office address from one place to another by following the procedure as laid down in the LLP Act, 2008 and/ or the Rules for the time being in force or any other statutory modification or re-enactment thereof.

The LLP can also open branch offices and factory at any other place in any city or State of India or even out of India in any Country subject to necessary Government approvals and necessary intimation to Prescribed authorities required in this behalf.

### 3.5 Term

The LLP as constituted under this Agreement shall be deemed to be have commenced its business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in this Agreement and as provided under the Act and/or the Rules.

1. Nikhil Kumar D Chaudhari

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2. Anjnaben R Chaudhari



### 3.6 Incorporation

The incorporated LLP duly organized/incorporated by Agreement Dated 20/09/2025 is qualified to do business and shall have all the requisite powers and authorities to inter alia 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 and pay all required fee to incorporate as affected by Supplement LLP Agreement in accordance with the LLP Act. The Certificate of registration of the LLP and all other Documents relevant to registration shall be kept at the registered office of the LLP.

### 3.7 Common Seal

The LLP shall have a common seal, as agreed upon by the Partners, to be affixed on documents under the signature of at least three Partners as authorized by way of a decision taken at the meeting of the Partners. The LLP shall have a common seal and it shall be laid before and adopted at the general meeting. The Common Seal shall be affixed on all the documents and contracts executed by LLP in accordance with this agreement, other than the bill, receipts, correspondences, vouchers etc. issued by the LLP, on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signatures.

### 3.8 Banker(s)

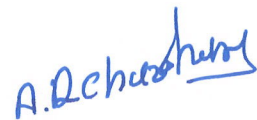
The Both Partners of the LLP shall be authorized to open a new bank account or continue operating the existing bank account(s) in the name of the LLP, as may be unanimously agreed upon by Both the Partners from time to time. Any such decision or change shall be promptly communicated to Single Stake holder Designated Partners.

All bank accounts of the LLP shall be operated Single, and the signatures of at least one Partners shall be required for all cheque payments and for the approval of any online transactions. Any modifications to this arrangement shall only be made with the unanimous consent of Single Stake holder the Partners present at the meeting in which such decision is taken.

Furthermore, it is agreed that all existing bank accounts of the LLP shall be updated immediately to include the signatures of Single Designated Partners to ensure transparency and shared control. Any changes to the manner of account operation shall require the unanimous approval of Both Partners present in the meeting at which such decision is taken.



1. Nikhil Kumar D Chaudhari



2. Anjnen R Chaudhari



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**ARTICLE 4: PARTNER AT THE TIME OF INCORPORATION/SUBSEQUENT TO SUPPLEMENTARY AGREEMENT**

The partners who have subscribed their names to this LLP Agreement and to the incorporation document as filed with the Registrar on the incorporation of the LLP shall be the Partners of the LLP at the time of its incorporation

**4.1 Changes in Partners**

Any change in the Partnership shall be reflected in the Agreement and shall be intimated to the Registrar in a manner and by giving such notice, as prescribed under the LLP Act.

**ARTICLE 5: DESIGNATED PARTNER**

**5.1 Designated Partners**

The Designated Partners as nominated and appointed by the Partners whose names have been set forth in Schedule 2 to this Agreement, and who have given their consent to act as such, in the prescribed form. The name of the Designated Partners, as on the date of incorporation, along with their corresponding Designated Partner Identification Number("DPIN") have been provided in the said Schedule.

**5.2 Responsibility of legal compliance**

The Designated Partner Part 1 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 various Laws including LLP Act, Factory Act, Labour Laws, GST Act etc. including filing of any document, return, statement and the like report pursuant to the provisions of the respective Act or as specified in this LLP Agreement.

The Designated Partners shall be jointly responsible for ensuring compliance with all applicable provisions under the Income Tax Act, including but not limited to the filing of income tax returns, documents, statements, and other related reports as required by law.

However, if a Both of the Partners unanimously decide to assign the responsibility for handling all past and future tax matters—including filing of returns and adherence to all government norms—to a specific Partner, such decision shall be valid and binding. The designated Partner shall then be fully responsible for ensuring timely and accurate compliance with all tax-related obligations of the LLP.



1. Nikhil Kumar D Chaudhari



2. Anjnaben R Chaudhari

JARAT(INDIA)

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Notwithstanding the above, prior to the filing of any income tax return, the draft filing shall be presented to all Partners, and approval from a Single of the Partners (with their signatures) shall be obtained before submission. This is to ensure transparency and collective agreement on all tax-related disclosures.

### 5.3 General role

In addition to their specific role and responsibility under any Article(s) of this Agreement, the Designated Partners shall be responsible for carrying out the provisions and the purpose(s) of this Agreement.

### 5.4 Remuneration

The AARYA GLOBAL ENERGY LLP shall pay such remuneration to the Designated Partner(s) as may be decided by the Single of the Partners, for rendering the services as such.

## ARTICLE 6: MANAGEMENT OF THE PARTNERSHIP

### 6.1 Day to day management

Subject to the provisions of this Agreement, day-to-day operations of the AARYA GLOBAL ENERGY LLP shall be vested with the Designated Partners, who shall have the power on behalf and in the name of the LLP to carry and all of the papers of the LLP in accordance with the powers delegated to them by the Partners, in the manner prescribed herein below.

### 6.2 Decision by Single

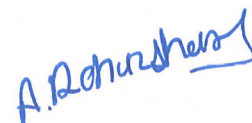
Unless otherwise provided herein or prescribed in the Act, all specific decisions will be made on a 'simple Single basis. Reference to 'simple Single' shall be made to in the context of the vote made by Individual Partners/Designated Partners.

### 6.3 Delegation of authority

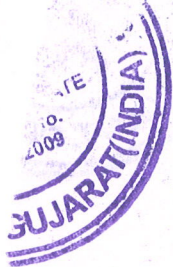
The partners would through a resolution passed at their meeting authorize the Designated Partners to do such specific acts, deeds and things, as they may think fit and proper.



1. Nikhil Kumar D Chaudhari



2. Anjnaben R Chaudhari



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#### 6.4 Matters requiring approval of all the Partners

(i) Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all the partners:

- (a) Change of name of the LLP;
- (b) Change in business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
- (c) Admission of new Partner;
- (d) Increase/Decrease in the capital contribution of the Partners;
- (e) Appointment or removal of a Designated Partner;
- (f) Opening of new bank account or any change in the existing bank account in the name of the AARYA GLOBAL ENERGY LLP;
- (g) Purchase of any Fixed assets or incurring of any capital expenditure in excess of Rs.5,00,000/-
- (h) Amendment to any Article of this Agreement;
- (i) Finalizing and signing the annual statement of accounts and statement of solvency.
- (j) Sourcing of secured or unsecured loan from any persons/institutions in the name of the LLP
- (k) In the event the AARYA GLOBAL ENERGY LLP is proposed to be converted into a Private Limited Company, then, subject to the provisions of this Agreement, the following matters shall be decided and approved by a Single of stakeholders as outlined in Schedule 4 of this Agreement.

- (l) Subject to increment of Salary Approval Any salary increase for any employee must receive prior approval from the Board of Managers representing the Both of partners. The approval must be documented with signatures from all board managers of the Single partners before implementation. No new hiring process shall be initiated without prior approval from the Board of Managers of the Single partners. Written consent with required signatures must be obtained before commencing any recruitment activity.

(ii) Subject to provisions of this agreement shall be decided upon and approved by Single of Partners Appointment or removal of Auditor.



1. Nikhil Kumar D Chaudhari



2. Anjnaben R Chaudhari



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## **ARTICLE 7: MEETING**

### **7.1 Frequency of meetings**

Periodic meeting shall be held as determined by the Designated Partners of AARYA GLOBAL ENERGY LLP. There shall not be a gap of more than three months between two meetings. Meetings of the Partners for any specific purpose may be called at any time by the Designated Partners or by Single of Partners.

### **7.2 Service of notice for meeting of Partners**

The meeting of Partners may be called by giving 7 days' notice. The meeting may be called at a shorter notice, provided Single of the Partners agree there to either by way of an advance communication to the LLP or in the concerned meeting itself.

### **7.3 Service of notice of meeting of Partners**

The meeting of Partners may be called by giving 7 days' prior notice to all the Partners at their residential address or electronically to the email addresses provided by the Partners in writing to the AARYA GLOBAL ENERGY LLP.

### **7.4 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media**

A meeting of the Partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

### **7.5 Appointment of Chairman**

At each meeting, a Chairman shall be appointed from amongst the Partners present, who shall preside over the said meeting.

### **7.6 Venue of meeting**

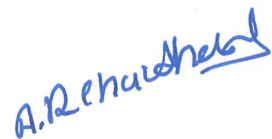
The meeting of Partners shall ordinarily be held at the registered office of the AARYA GLOBAL ENERGY LLP or at any other place as may be unanimously decided by the Single of Partners.

### **7.7 Quorum**

Three Partners, personally present throughout the meeting, shall constitute the quorum for a meeting of the Partners. In case the quorum is not present at the beginning of the meeting or where the attendance falls below Three at any time during the meeting, the meeting shall be adjourned to the same time and place on the any working day within Month. In case quorum is not present at such adjourned meeting also, a fresh notice calling the meeting shall have to be sent to all the Partners in the manner prescribe herein.



1. Nikhil Kumar D Chaudhari



2. Anjnaben R Chaudhari

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GUJARAT(INDIA)



## 7.8 Minutes

The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of a meeting shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

## ARTICLE 8: PARTNERS' CONTRIBUTION

### 8.1 Initial contribution

The AARYA GLOBAL ENERGY LLP shall maintain separate capital contribution account for each Partner. The capital of the AARYA GLOBAL ENERGY LLP shall be contributed in the proportion detailed in Schedule 4. Each Partner's contribution to, or withdrawal from, the LLP shall be respectively credited to or debited to the Partner's capital account or the current account, as the case may be.

### 8.2 Forms of contribution

The contribution of the Partners may be in the form of tangible, intangible, moveable or immovable property or in the form of contract of service etc. However, the contribution in a form other than money shall be valued by and approved valued, as provided under the LLP Act/Rules.

### 8.3 Nature of contribution

Subject to the provisions of this Agreement, the capital commitment of a Partner shall represent the maximum aggregate amount of Cheque and property that such Partner is required to contribute to the capital of the LLP in terms of this Agreement; and shall not be changed during the term of the AARYA GLOBAL ENERGY LLP, without such Partner's consent.

### 8.4 Additional contribution

Any further capital contribution, if required by the AARYA GLOBAL ENERGY LLP, shall be brought by the Partners in their capital contribution ratio. A decision to bring in further capital contribution shall be taken by the Single of partners in a duly convened meeting.

### 8.5 Withdrawal of contribution

Subject to the provisions of this Agreement, partner shall have the right to withdraw from the AARYA GLOBAL ENERGY LLP all or any part of his capital contribution with the consent of the Single of partners.

### 8.6 Mode of return of capital contribution

A partner, irrespective of the nature of his capital contribution, shall only have the right to demand and receive cheque/cash in return for his capital contribution. This shall however be subject to the agreement of the Single of partners in duly convened meeting.

1. Nikhil Kumar D Chaudhari

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2. Anjnaben R Chaudhari



### **8.7 Interest on contribution**

Each of the Partners over and above his/her due contribution to capital, shall be a debt due from the AARYA GLOBAL ENERGY LLP to the Partner advancing the same and shall carry simple interest at the rate of 12% per annum or rate as prescribed under Income Tax Act for payment to Partners or any other rate as decided by the Designated Partners and other partners unanimously.

### **8.8 Liability in case of death or disability of Partner**

The interests of Partners in the LLP constitute 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 this LLP Agreement. In case a Partner is not a natural person, the Authorized/legal representative of such Partner shall be bound by the provisions of this LLP Agreement

## **ARTICLE 9: ADMISSION OF PARTNERS/DESIGNATED PARTNERS**

### **9.1 Admission of a new partner**

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

### **9.2 Change in Partner/Designated Partner**

The AARYA GLOBAL ENERGY LLP may appoint or remove a Partner/Designated Partner with the approval of all the Partners. In any decision concerning removal of a Designated Partner, the concerned Designated Partner shall not be a party and shall not be entitled to cast his vote.

### **9.3 Number of Designated Partners**

The AARYA GLOBAL ENERGY LLP shall, at all given times have at least Three Designated Partners, and one of whom shall be resident in India. In case no Designated Partner is appointed or if at any time, there is no Designated Partner, each Partner shall be deemed to be a Designated Partner.

### **9.4 Requirements for appointment as Designated Partner**

**For a person to be appointed as a Designated Partner, he must:**

- (a) Be a Partner, or in case, the Partner is a body corporate, be an authorized nominee of such Partner;
- (b) Be an individual;
- (c) Be holding a valid DPIN as prescribed under the LLP Act and the rules made there under;

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- (d) Furnish his consent to act as a Designated Partner, in the manner and form prescribed under the LLP Act and rules made hereunder;
- (e) Fulfil such other requirements as imposed by the LLP Act.

## **ARTICLE 10: CESSATION OF PARTNERS**

### **10.1 Resignation/Voluntary withdrawal**

No Partner shall withdraw or resign from the AARYA GLOBAL ENERGY LLP without the prior consent of Single of Partners provided such consent is not unreasonable withheld or delayed, A Partner may tender his intent to resign as a Partner by giving not less than 180-days' notice in writing.

### **10.2 Entitlement of resigning /Deceased Partner**

The resigning Partner or a person entitled to his share in consequence of the death or insolvency of the partner, shall be entitled to receive from the AARYA GLOBAL ENERGY LLP within 30 days of his ceasing to be a partner in the LLP.

- (a) An amount equal to the capital contribution of the resigning/deceased Partner actually made along with interest, if any, to the LLP; and
- (b) His right to share in the accumulated profits of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the Partner ceased to be a Partner.

Such, entitlements shall however be subject to deduction/charging of applicable taxes. The resigning partner or a person entitled to his share in consequences of the death or insolvency of the partner shall not have any right to interfere in the management of the AARYA GLOBAL ENERGY LLP, in any manner whatsoever.

### **10.3 Death of a Partner**

On the death of any Partner, the LLP shall not be dissolved, in such a case, the following order of preference shall be followed:

- (i) The deceased Partner's legal heir shall have the choice of either being admitted as a Partner in his place; or
- (ii) Selling of his/her share to any of the existing partners' or
- (iii) In case the existing Partners refuse to purchase the share as above, selling the share to other than such partners and the legal heir, the person purchasing the share of the deceased Partner shall also enter into a covenant to indemnify the legal representatives

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of the deceased Partner from the existing and future debts, obligations and liabilities of the AARYA GLOBAL ENERGY LLP. In addition, the person purchasing the shares of the deceased partner shall sign a 'Deed of Adherence' to the effect that he shall unconditionally honour this AARYA GLOBAL ENERGY LLP Agreement.

#### **10.4 Determination of price of share of the resigning/deceased Partner**

Price of the share of resigning/deceased Partner generally shall not be less than the amount at which such share shall stands in the last balance sheet, as at the date the former Partner ceased to be a Partner. The selling partner or in the event of his death, his authorized representative may charge such premium or, as the case may be, apply such discount as the parties may mutually agree on the basis of a valuation done by a valuation professional.

#### **10.5 Expulsion of Partner and termination of his partnership**

if any Partner-

- becomes insolvent, the AARYA GLOBAL ENERGY LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such partner in the LLP;
- commit a material breach (other than a technical/procedural default) of any of the provisions of this Agreement; or
- commits any criminal offence or does or suffers any act which would be a ground for the dissolution of the AARYA GLOBAL ENERGY LLP by the Court/Tribunal.

It shall be, in such a case, lawful for the other Partners by notice in writing to the offending or incapacitated Partner or his trustee or official assignee to expel/terminate such Partner and the other Partners shall have the option to purchase his share and pay the purchase price to the offending Partner or his trustee or official assignee.

#### **10.6 Insolvency of Partner**

If a Partner becomes insolvent, the AARYA GLOBAL ENERGY LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in AARYA GLOBAL ENERGY LLP. The remaining Partners shall have the option to purchase the share of such insolvent Partner and the purchase price shall be calculated in the manner prescribed in article 10.4 hereof.

#### **10.7 Other effects of cessation**

The cessation of a Partner/Designated Partner from an AARYA GLOBAL ENERGY LLP shall not by itself discharge the Partner from any obligation towards the LLP or to the Single of Partners or to any other person which he incurred while being a Partner /Designated Partner.



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## **ARTICLE 11: BOOKS OF ACCOUNTS**

### **11.1 Business to be carried out in the name of AARYA GLOBAL ENERGY LLP.**

All transactions of the LLP shall be done in the name of the AARYA GLOBAL ENERGY LLP and all goods shall be purchased or sold by and in the name of the AARYA GLOBAL ENERGY LLP, Similarly, all services be availed or rendered by and in the name of the AARYA GLOBAL ENERGY LLP. All the bills, vouchers, delivery notes, etc. shall be issued in the name of the AARYA GLOBAL ENERGY LLP.

### **11.2 Accounting of LLP expenses**

All outgoing and expenses of the AARYA GLOBAL ENERGY LLP and all losses of damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits of the LLP; and the next out of partners' capital account in the shares in which they are entitled to the net profits of the AARYA GLOBAL ENERGY LLP.

### **11.3 LLP receivables**

All moneys, bills notes, cheques and other instruments received by the AARYA GLOBAL ENERGY LLP shall as and when received be paid and deposited in the Designated Bank to the credit of the account of AARYA GLOBAL ENERGY LLP, except such amount of cash sum(s) below (5,000/-) as are immediately required to meet the current expenses of the AARYA GLOBAL ENERGY LLP.

### **11.4 Maintenance and audit of books of account**

The accounts of the AARYA GLOBAL ENERGY LLP shall be maintained according to be accounting year (April to March), and Statement of Account and solvency shall be drawn of all the capital assets and liabilities of the LLP, as at 31<sup>st</sup> March in each year and, if required by the LLP Act/Rules, the statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of this Agreement and applicable provisions of the LLP Act.

### **11.5 Place of maintenance of books of account**

The AARYA GLOBAL ENERGY LLP shall maintain its books of accounts and other books at the registered office of the LLP. Such books shall be updated in a regular manner and shall not be removed from the registered office without the consent of all the Partners.

### **11.6 Approval of accounts**

The accounts of the AARYA GLOBAL ENERGY LLP as on 31<sup>st</sup> March each year shall be approved by all the Partners of AARYA GLOBAL ENERGY LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of Partners.



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### 11.7 Basis of maintenance of accounts

Complete books and records of the AARYA GLOBAL ENERGY LLP shall be maintained accurately reflecting the accounts, business and transactions of the AARYA GLOBAL ENERGY LLP as conducted in each financial year. Such books and records shall be maintained on appropriate basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or the Rules, or by the institute of Chartered Accountants of India; or any other competent authority.

## ARTICLE 12: STATUTORY RECORDS AND FILINGS

### 12.1 Maintenance of records

The AARYA GLOBAL ENERGY LLP shall keep at its registered office;

- (a) A current list of the full name and last known business, residence or mailings address of each Partner and Designated Partner alphabetical order;
- (b) Copies of this AARYA GLOBAL ENERGY LLP Agreement, and all amendments and modifications hereto;
- (c) Copies of the income-tax returns and reports of the AARYA GLOBAL ENERGY LLP, if any; and
- (d) Copies of any financial statements of the AARYA GLOBAL ENERGY LLP.

### 12.2 Annual filing

The AARYA GLOBAL ENERGY LLP shall prepare and file with Registrar, a statement of Account and Solvency, within a period of six months from the end of each financial year and an Annual Return with the Registrar within sixty days of closure of its financial year, in the form prescribed under the LLP Act.

## ARTICLE 13: STATUTORY AUDITORS

Upon reaching the prescribed threshold limit of contribution or turnover for appointment of auditors, as provided under the LLP Act/Rules, the Partners shall, by passing a resolution at their meeting, appoint the first statutory auditor within three months of reaching the above threshold limit, to audit the accounts of the AARYA GLOBAL ENERGY LLP. Further, in case of resignation/death or removal of auditor, the Partners may appoint the statutory auditor to fill the vacancy.

Further, any subsequent appointment (including reappointment of the existing auditor) of auditor shall be made by the Partners in their annual meeting, in which Statement of Account and solvency are to be considered and approved.


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### 13.1 Audit fee

The fee to be paid to the statutory auditor shall be collectively decided by the Single of Partners, subject to such restrictions as may be imposed by the Partners through a resolution passed at their meeting.

### 13.2 Qualification for appointment as Auditor

A person shall not be qualified to be appointed as statutory auditor of the AARYA GLOBAL ENERGY LLP unless he is a Chartered Accountant in practice. A firm of Chartered Accountants in practice or a Limited Liability Partnership formed exclusively by Chartered Accountants in practice may also be appointed as statutory auditor, subject to the permissibility thereof by their governing body, the Institute of Chartered Accountants of India.

### 13.3 Appointment of annual basis

An auditor of a AARYA GLOBAL ENERGY LLP shall be appointed for each financial year of the AARYA GLOBAL ENERGY LLP for auditing its accounts. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period:

- (a) New auditors are appointed, or
- (b) He is re-appointed.

### 13.4 Effect of failure to appoint auditor

Where no auditor has been appointed as above, any auditor holding the office of statutory auditor shall be deemed to have been re-appointed, unless the Single of Partners have determined that he should not be re-appointed and have given a notice to this effect to the AARYA GLOBAL ENERGY LLP.

## ARTICLE 14: PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS

### 14.1 Salaries and drawings

It is agreed by and between the parties hereto that Designated partners shall devote their full time and attention in the conduct of affairs of the firm as the circumstances and business needs may require.

For the purpose of this clause the expression "BOOK PROFIT" as defined in S.40(b) of I.T. Act, 1961 or any statutory modification or re-enactment thereof, for the time being in force.



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In Case of Loss or Book Profit Up to Rs.6,00,000/-	Rs 3,00,000/-  Or 90% of The book Profit Whichever is  More
On The Balance of the Book Profit	At the Rate of 60%

- The Single of partners shall be entitled to increase/reduce/waive the remuneration and/or may agree to pay remuneration to any other working partner or partners.
- The yearly remuneration payable to partners as above shall accrue and be credited to their respective accounts at the close of the accounting period when final accounts of the partnership are made up.
- That the firm shall be entitled to pay to the partners the remuneration and also other benefits such as House Rent allowance, rent free accommodation, Motor car or any other vehicle or vehicle allowance, medical allowance, reimbursement of medical expenses, reimbursement of Life Insurance Premium or any other Insurance Premium such as Premium on personal accident, medical insurance, payment of Provident Fund, gratuity, Bonus, Commission on Gross sales or income or any other benefit either calculated monthly, yearly or on any other basis as may be decided by Single of partners from time to time interest.

#### 14.2 Profit sharing

The net profits of the AARYA GLOBAL ENERGY LLP shall be divided in the proportion specified in **schedule 5** of this Agreement Losses, if any shall be borne by the Partners in the same proportion as profits.

### ARTICLE 15: RIGHTS OF PARTNERS

#### 15.1 Rights to take part in business

Every partner shall have the right to take part in conduct of business of the AARYA GLOBAL ENERGY LLP. Also, every partner shall have right to check accounting details, production part, purchase, voucher, expenses, etc....and take an action to every part of business if any default or query.

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### 15.2 Rights, title and interest in assets and properties

In the event of any distribution, all Partners shall have the rights, title and interest in all the tangible and intangible assets and properties in the AARYA GLOBAL ENERGY LLP. Tangible rights, title and interest shall be AS specified in **Schedule 6** and Intangible rights, title and interest shall be AS specified in **Schedule 5**. Intangible assets include goodwill, brand valuation etc.

However, if a Partner becomes insolvent during his/her tenure as a Partner in the AARYA GLOBAL ENERGY LLP, his/her rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be. The Partners and family member/relatives of partners have no rights to use of AARYA GLOBAL ENERGY LLP Brand value as well as no right to open, start or join as a partner or Job in other/any company of same business manufacturing, commodities of AARYA GLOBAL ENERGY LLP.

### 15.3 Right to access and inspect books

All the Partners shall have the right to access, inspect and copy any books of the AARYA GLOBAL ENERGY LLP.

## ARTICLE 16: DUTIES OF PARTNERS

### 16.1 Fiduciary duties

Each partner shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of accounts and solvency, and other information to the state of affairs of the LLP.

### 16.2 Duty to indemnify loss caused by fraud

The defaulting Partner(s) shall indemnify the AARYA GLOBAL ENERGY LLP and the other existing Partners for any loss caused to it by his fraud/fraudulent conduct of the business of the AARYA GLOBAL ENERGY LLP. In such case, the partner/designated partner involved shall carry unlimited liability, at his own risks.

### 16.3 Duty to pay back personal profits earned by Partners

If any Partner derives any profit for him without the consent of the AARYA GLOBAL ENERGY LLP from any transaction concerning the LLP, or from use of the property or business connection of the AARYA GLOBAL ENERGY LLP or the name of the AARYA GLOBAL ENERGY

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LLP, he/she shall account for that profit and pay the same to the AARYA GLOBAL ENERGY LLP.

#### **16.4 Confidentiality of partnership information**

(a) Disclosure of a Partners' confidential information to any of the office, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.

Further, such disclosure shall be limited to the extent consistent with the rights and responsibilities enumerated under this Agreement, 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 this Agreement.

(b) Each Partner shall exercise the same standard of prudence and diligence, but no less than a reasonable standards of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

(c) Within Thirty 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 document.

Any employee who has access to confidential information of another Partner is liable to maintain such information in confidence and not to use such information except as expressly permitted in this Agreement. Each partner hereby agrees to enforce confidentiality obligations by which its employees and consultants are bound.

#### **16.5 Other duties**

No partner shall without the written consent of Single of Partners;

(a) Engage or except for gross misconduct, dismiss any employees of the AARYA GLOBAL ENERGY LLP.



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- (b) Employ any money, goods or effects of the Partnership or pledge the credit thereof accept in the ordinary course of business to the account and for the benefit of the AARYA GLOBAL ENERGY LLP.
- (c) Enter into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the AARYA GLOBAL ENERGY LLP or any part thereof may be attached, sized, hypothecated, mortgaged or offered as security. The loans 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.
- (d) Assign, mortgage or chare any asset or property of the AARYA GLOBAL ENERGY LLP. However, the partners shall have right to assign/transfer their share of profits and losses in the AARYA GLOBAL ENERGY LLP as well as to receive distributions in the AARYA GLOBAL ENERGY LLP, in full or in part.
- (e) Land money or give credit on behalf of the AARYA GLOBAL ENERGY LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.
- (f) Compromise or compound or release or discharge (except upon payment in full) any debt due to the LLP except upon the consent of the LLP in a meeting or though specific delegation of such powers on the Designated Partner(s).
- (g) Buy, order, contract or procure any property, goods or services for the LLP without prior written concern of the Designated Partners.

#### **16.6 Liability of Partners to make good losses incurred in certain cases**

Any loss incurred through breach of the provisions mentioned above shall be made good to **AARYA GLOBAL ENERGY LLP** by the partner whose conduct caused the LLP to incur the same.

### **ARTICLE 17: PARTNERS' RELATIONS, AUTHORITIES, RESTRICTIONS AND LIMITATION OF LIABILITIES**

#### **17.1 Intense relation among Partners and their relation with the AARYA GLOBAL ENERGY LLP.**

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Every Partner shall for the purpose of the business of the AARYA GLOBAL ENERGY LLP, be the agent of the AARYA GLOBAL ENERGY LLP, but not of other Partners

### 17.2 Restriction on authority

No partner shall:

- (a) Have the right or authority to bind or obligate the AARYA GLOBAL ENERGY LLP to any extent whatsoever with regard to any matter outside the scope of the purpose of the AARYA GLOBAL ENERGY LLP;
- (b) Use the AARYA GLOBAL ENERGY LLP name, credit, or property for other than the purpose of the AARYA GLOBAL ENERGY LLP;
- (c) 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.

### 17.3 Prohibited acts

Except as otherwise expressly provided in an Agreement:

- (a) Partners or Designated Partners of the AARYA GLOBAL ENERGY LLP and other employees of the AARYA GLOBAL ENERGY LLP shall not compete with the AARYA GLOBAL ENERGY LLP in the conduct or winding up of the activities of the AARYA GLOBAL ENERGY LLP.
- (b) Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of the Single of Partners in a properly and physically convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP business and had made in a writing declaration of his interest in such business to the AARYA GLOBAL ENERGY LLP at the time of being admitted as a Partner thereto.

### 17.4 Extent of Partner's liability

The liability of the partners shall be limited as provided in the AARYA GLOBAL ENERGY LLP Act and as set forth in this agreement

Partners shall not be obliged to restore by way of capital contribution, otherwise any deficit in its capital account, or the capital account of any other Partner, if such deficits occur.

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### **17.5 Protection to Partners by AARYA GLOBAL ENERGY LLP**

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 AARYA GLOBAL ENERGY LLP, except for the gross negligence or wilful misconduct of the Partner or the officer(s) seeking indemnification.

### **17.6 LLP not to be bound by certain acts**

The AARYA GLOBAL ENERGY 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 AARYA GLOBAL ENERGY LLP in doing a particular act and;
- (b) The person knows that he has no authority or does not know or believe him to be a Partner of the AARYA GLOBAL ENERGY LLP.

## **ARTICLE 18: CONSEQUENCES OF BREACH OF COVENANTS**

### **18.1 Default in performance of obligations by Partners**

If a Partner materially defaults in the performance of his obligations under this Agreement, and such default is not cured within 3 days after notice of such default is given by the AARYA GLOBAL ENERGY LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 3 days after notice of such default is given by a Partner to the defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement.

### **18.2 Available rights and remedies**


If a Partner fails to perform its obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

### **18.3 Waiver or consent to breach**

No consent or waiver, express or implied, by a Partner of any branch or default by other Partner in the course of performance by such other Partner of its

  
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obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner. Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under this Agreement.

#### **18.4 Remedy for material breach**

If material a Partner commits breach of this Agreement, then the scope of cure of such breach shall conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted for such breach, then the Partner serving notice to the defaulting Partner has the right to request dissolution of the AARYA GLOBAL ENERGY LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting partner(s) would be in addition and without prejudice to his/their right to seek indemnification under Article 21 of this Agreement

#### **ARTICLE 19: TITLE TO PROPERTY**

19.1 The immovable properties purchased by the AARYA GLOBAL ENERGY LLP shall have clear and marketable title free from all encumbrances. All properties of the AARYA GLOBAL ENERGY LLP shall be held and registered, where necessary, in the name of the AARYA GLOBAL ENERGY LLP.

#### **ARTICLE 20: INDEMNIFICATION**

##### **20.1 Indemnification by, and between, the Partners**

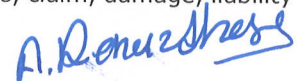
Neither Partner(s) shall indemnify and other Partner nor its respective officers, directors, employees and its respective successors, heirs etc. for any loss, claim, damage, liability or action except to the extent resulting from his gross negligence, misconduct, wilful wrong doing or breach of his obligations(s) in terms of Article 18 of this Agreement. This provision does not seek to limit other remedies available to the Partners under the existing laws.

##### **20.2 Procedure for indemnification**

The Partner who intends to claim indemnification under this Article shall promptly notify the other Partners in writing of any loss, claim, damage, liability



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or action in respect of which he intends to claim such indemnification, and the other partners shall have the right to participate in, and to the extent they so desires, to assume the defence thereof with counsel of its own choice.

### **20.3 Limitation of indemnity**

The Provisions of indemnity in this Agreement shall not be withheld unreasonably. The failure to deliver written notice to the other partners within a reasonable time after the commencement of any such action, if prejudicial to his/its ability to defend such action, shall relieve such other partners of any liability under this Article.

### **20.4 Co-operation**

The Partner who intends to claim indemnification under this Article, he & his employees, agents etc. shall co-operate fully with the other partners and its legal representatives in the investigation and defence of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

### **20.5 Notice of indemnification and payment of legal costs**

Any indemnification of, or payment of legal costs to, a Partner or a Designated Partner or any other employee in accordance with this Article, if arising out of proceedings by or on behalf of the AARYA GLOBAL ENERGY LLP shall be reported in writing to the Partners.

## **ARTICLE 21: WINDING UP AND DISSOLUTION**

### **21.1 Voluntary winding up**

The AARYA GLOBAL ENERGY LLP shall be liquidated pursuant to the terms and conditions contained in this agreement and the provisions of the AARYA GLOBAL ENERGY LLP Act upon a decision to dissolved the AARYA GLOBAL ENERGY LLP by a written consent of the Partners holding at least 25% interests of the LLP, in terms of the value of their 'Capital Contribution' to the AARYA GLOBAL ENERGY LLP.

### **21.2 Compulsory winding up**

Notwithstanding anything contained in this Agreement, the AARYA GLOBAL ENERGY LLP shall be deemed to be terminated in the following cases;



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- (a) Number of Partners falls below two, and the AARYA GLOBAL ENERGY LLP continue to carry on its business with less than two Partners for a period of one months;
- (b) Partner's non-economic right (viz., right to take part in the management etc.) is transferred to a third party without the approval of the existing Partner.

### 21.3 Appointment of Liquidator

Upon the occurrence of an event of dissolution as defined in the AARYA GLOBAL ENERGY LLP Act or in this Agreement, that would trigger winding-up action, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets in the manner prescribed in the LLP Act and Rules. The Designated Partner shall appoint a liquidator, who shall have sole authority and control over the winding up and liquidation of the LLP'S business and affairs and shall diligently pursue the winding-up of the AARYA GLOBAL ENERGY LLP. As soon as practicable after his appointment, the liquidator shall cause to file a statement of intent to dissolve the AARYA GLOBAL ENERGY LLP as required by the LLP Act and/or the Rules.

### 21.4 Status during liquidation

During the course of liquidation, the Partners shall continue to share profits and losses of the AARYA GLOBAL ENERGY LLP but there shall be no cash distributions to the Partners until the Distribution Date as defined in Article 21.5 hereof.

### 21.5 Distribution Date

Liquidation shall continue until the affairs of the AARYA GLOBAL ENERGY LLP are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for. When the liquidator has determined that there can be a final accounting, the liquidator shall fix a date (note to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceased to be going concern, or if later, ninety days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date").



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The net proceeds of liquidation of the LLP shall be distributed to the Partners as provided in Article 21.6 hereof not later than the Distribution Date.

#### **21.6 Appropriation of proceeds of liquidation**

Subject to provisions of the LLP Act, upon the winding up and liquidation of the LLP, the proceeds of liquidation shall be applied as follows;

- (a) First, to pay all expenses of liquidation and winding up;
- (b) Second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;
- (c) Third, to pay all debts of the AARYA GLOBAL ENERGY LLP owing to a Partner; and
- (d) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the AARYA GLOBAL ENERGY LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the AARYA GLOBAL ENERGY LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the AARYA GLOBAL ENERGY LLP to the Partners in proportion of their respective profit-sharing ratio.

#### **ARTICLE 22: GENERAL PROVISIONS**

##### **22.1 Amendment, repeal or modification**

Subject however to any contrary provisions in the AARYA GLOBAL ENERGY LLP Act, this Agreement may be amended only by the affirmative vote of the Majority of partners only. Any such amendment shall be in writing and shall be duly executed.

##### **22.2 Binding effect**

Subject to the provisions of this Agreement, the terms and conditions made herein shall have precedence over any other Agreement concluded before the execution of this Agreement. All The Partners shall be bound by the terms of this Agreement and any change in the said terms shall be expressly



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reflected in this Agreement and the required amendment shall be made only with the consent of all the Partners and in writing.

### 22.3 Construction

The agreement shall be construed as per the provisions of the LLP Act and other laws, notifications, circulars and rules for the time being in force in India.

### 22.4 Counterparts

This Agreement may be executed in more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence of this Agreement.

### 22.5 Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when received and may be sent by email, express courier, registered/speed post or facsimile to:

#### **AARYA GLOBAL ENERGY LLP**

4-154 CHAUDHARI VAS, ANANDPURA VEDA, TA- MANSA, DIST- GANDHINAGAR, GUJARAT- 382855 INDIA

### 22.6 Severability

If one or more provisions of this 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 here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

### 22.7 Waiver

No part of this 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 unanimous consent of the remaining or all the Partners as the case may be.

1. Nikhil Kumar D Chaudhari

Page 28 of 32

2. Anjnaben R Chaudhari



10 NOV 2025

## 22.8 Dispute Resolution

In case of any dispute or differences among the Partners or between the Partners and the legal heirs/representatives of the deceased Partner or between Partner and AARYA GLOBAL ENERGY LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue. Where such dialogue fails, the matter shall be referred to a single arbitrator, if the parties agree upon one, or if the parties fail to reach a consensus on Such appointment then such appointment shall be made in accordance with and subject to the provisions for the Arbitration and Conciliation Act, 1996(the 'Arbitration Act') and/or any statutory modification or re-enactment thereof for the time being in force. Such arbitral awards(s) shall be binding on all parties to the dispute.

## 22.9 Entire agreement

Subject to the provisions of this Agreement, the Agreement and the exhibits and schedules hereto and any side letter agreements entered into 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 and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable to bound others in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein. 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 reasons of this Agreement, except as expressly provided herein. In addition, neither of the Partners can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the Single of Partner.



1. Nikhil Kumar D Chaudhari



2. Anjnaben R Chaudhari

10 NOV 2025







#### 22.10 Savings

In the absence of any specific provisions to the contrary, nothing in this 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 of procedure prescribed, by or under any other law for the time in force.

#### 22.11 Governing Law

This Agreement shall be governed by the laws of India which are in force and which may have been enacted by the Government of India from time to time.

#### 22.12 Jurisdiction

Subject to the provisions mentioned hereinbefore, competent courts in the State of Gujarat, Mansa, Gandhinagar shall have exclusive jurisdiction to adjudicate over matter relating to or arising out of the present Agreement

#### Schedule 1

SR NO.	Name of the Designated Partners/ Partners	Address
1	NIKHILKUMAR DASHARATHBHAI CHAUDHARI (DIN: 10271361) DESIGNATED PARTNER	4-154, CHAUDHARI VAS, ANANDPURA, VEDA, GANDHINAGAR, GUJARAT- 382855
2	ANJNABEN ROHITKUMAR CHAUDHARI (DIN: ) DESIGNATED PARTNER	6-30 OPP GRAM PANCHAYAT OFFICE, BAPUPURA, TA- MANSA, DIST- GANDHINAGAR, GUJARAT- 382855

#### SCHEDULE- 2

Sr. No.	Name of the Designated Partners	DPIN
1	NIKHILKUMAR DASHARATHBHAI CHAUDHARI	10271361
2	ANJNABEN ROHITKUMAR CHAUDHARI	

1. Nikhil Kumar D Chaudhari

2. Anjnen R Chaudhari

### SCHEDULE - 3

#### BUSINESS OF THE LLP

##### Main Business:

- Manufacturers, Traders, Re Packers-Refiners, Importers/Exporters, General Traders, Sales and Service of Global Energy, Green Energy related all products and Automotive Products.

The AARYA GLOBAL ENERGY LLP may engage in any and all activities necessary, desirable or incidental to the accomplishment of the conduct of such business of the LLP including but not limited to such ancillary business more particularly described herein.

### SCHEDULE - 4

#### CAPITAL CONTRIBUTION BY PARTNERS

SR NO.	NAME OF PARTNERS	Value (Rs.)	Percentage
1	NIKHILKUMAR DASHARATHBHAI CHAUDHARI	Rs. 80,000	80 %
2	ANJNABEN ROHITKUMAR CHAUDHARI	Rs. 20,000	20%
TOTAL		Rs. 1,00,000.00	100%

### SCHEDULE-5

#### PROFIT/LOSS SHARING

SR NO.	NAME OF PARTNERS	Percentage
1	NIKHILKUMAR DASHARATHBHAI CHAUDHARI	80%
2	ANJNABEN ROHITKUMAR CHAUDHARI	20%
TOTAL		100%

### SCHEDULE-6

#### TANGIBLE ASSETS SHARING

SR NO.	NAME OF PARTNERS	Percentage
1	NIKHILKUMAR DASHARATHBHAI CHAUDHARI	80%
2	ANJNABEN ROHITKUMAR CHAUDHARI	20%
TOTAL		100%

1. Nikhil Kumar D Chaudhari

2. Anjnaben R Chaudhari




THE PARTIES TO THIS AGREEMENT HAVE SIGNED THIS AGREEMENT ON THE DAY AND YEAR AND AT THE PLACE MENTIONED HEREINABOVE.

IN WITNESS WHEREOF the parties to these present have set and subscribed their respective hands and seal on the day and year first herein above written after reading and understanding all the terms and conditions of the agreement in their full sense and sound mind and without any coercion or undue influence in the presence of the two witness:


Signed and delivered by the, in the presence of;

Signed and delivered by


1.   
Mr. Nikhilkumar D Chaudhari  
(Designated Partner)



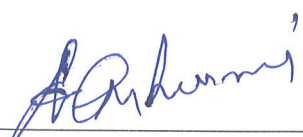
Common Witness to all

1.   
Mr. Dhavalkumar L Chaudhari  
(Witness)

Address :- 4-151, Chaudhari vas,  
Anandpura veda, Ta- Mansa,  
Dist- Gandhinagar- 382855

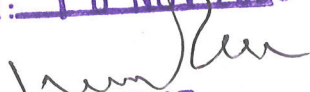
2.   
Mrs. Anjnaben Rohitkumar Chaudhari  
(Designated Partner)



  
Mr. Arpankumar M Chaudhari  
(Witness)


Address :- Vartan Vas, Bapupura, Ta- Mansa  
Dist – Gandhinagar- 382845

BOOK NO.: 5  
PAGE No.: 3826  
SR. No.: 10 NOV 2025  
DATE : 10 NOV 2025

  
N. K. PARMAR  
NOTARY  
GOVT. OF GUJARAT  
REG. No: 619/2009



SIGNED BEFORE ME  
619/2009

  
N.K PARMAR  
NOTARY  
GOVT. OF GUJARAT

  
1. NikhilKumar D Chaudhari

Page 32 of 32

  
2. Anjnaben R Chaudhari

10 NOV 2025



ભારત સરકાર  
Government of India  
ચૌધરી નિખિલકુમાર દાશરથભાઈ  
Chaudhari Nikhilkumar Dasharathbhai  
જન્મ તારીખ / DOB : 01/06/1984  
પુરુષ / Male



3666 2821 9722

મારો આધાર, મારી ઓળખ

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ  
Unique Identification Authority of India  
આધાર  
સરનામું: S/O ચૌધરી દાશરથભાઈ, 4-154,  
ચૌધરી વાસ, આનંદપુરા, વેડા, ગાંધીનગર,  
વેડા, ગુજરાત, 382855  
Address: S/O Chaudhari Dasharathbhai,  
4-154, chaudhari vas, anandpura, Veda,  
Gandhinagar, Veda, Gujarat, 382855

3666 2821 9722



1947



help@uidai.gov.in



www.uidai.gov.in



*[Handwritten signature]*

A. R. Chaudhari





ભારત સરકાર  
Government of India

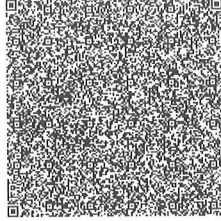
ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ  
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 2823/08933/01549

To

ચૌધરી અંજનાબેન રોહિતકુમાર  
Chaudhari Anjnaben Rohitkumar  
6-30  
area oop gram panchayat office  
Bapupura  
Gandhinagar Gujarat - 382845  
9879890371

Signature Not Verified  
Digitally signed by AS  
UNIQUE IDENTIFICATION  
AUTHORITY OF INDIA 05  
Date: 2023.08.26 06:54:15  
UTC



તમારો આધાર નંબર / Your Aadhaar No. :

9663 8750 8250

VID : 9137 4266 2083 0971

મારો આધાર, મારી ઓળખ



ભારત સરકાર  
Government of India



ચૌધરી અંજનાબેન રોહિતકુમાર  
Chaudhari Anjnaben Rohitkumar  
જન્મ તારીખ/DOB: 24/07/1988  
રંગ/ FEMALE

9663 8750 8250

VID : 9137 4266 2083 0971

મારો આધાર, મારી ઓળખ



Government of India



માહિતી / INFORMATION

- આધાર એ ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ.
- આધાર અનન્ય અને સુરક્ષિત છે.
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ/ ઓફલાઇન XML/ ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો
- આધારના તમામ સ્વરૂપો જેમ કે આધાર કાર્ડ, PVC કાર્ડ, eAadhaar અને mAadhaar સમાન રીતે માન્ય છે. 12-અંકના આધાર નંબરની જગ્યાએ વર્ચુઅલ આધાર ઓળખ (VID)નો પણ ઉપયોગ કરી શકાય છે.
- 10 વર્ષમાં ઓછામાં ઓછું એકવાર આધાર અપડેટ કરો.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી લાભી/સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- આધારમાં તમારો મોબાઇલ નંબર અને ઇમેઇલ આઇડી અપડેટ રાખો.
- આધાર સેવાઓ મેળવવા માટે સ્માર્ટફોન પર mAadhaar એપ ડાઉનલોડ કરો.
- આધાર સુરક્ષિત કરવા માટે લોક/અનલોક બાયોમેટ્રિક્સ/આધાર સુવિધાનો ઉપયોગ કરો.
- આધાર મેળવવાની ક્ષમતા સંગઠનોએ યોગ્ય સંમતિ મેળવવી જરૂરી છે.
- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.

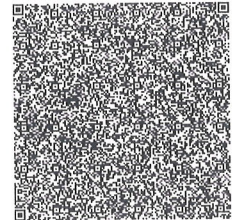


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ  
Unique Identification Authority of India



સરનામું :  
6-30, ગ્રામ પંચાયત કચેરી સામે નો વિસ્તાર, બાપુપુરા,  
ગાંધીનગર,  
ગુજરાત - 382845

Address:  
6-30, area oop gram panchayat office,  
Bapupura, Gandhinagar,  
Gujarat - 382845



9663 8750 8250

VID : 9137 4266 2083 0971

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A.R Chaudhary