

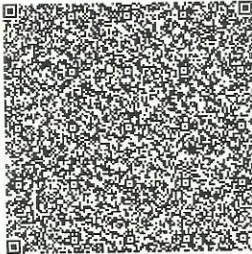


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA67166058346837Q  
Certificate Issued Date : 01-Jun-2018 02:33 PM  
Account Reference : NONACC (FI)/ kacrsf108/ ULSOOR/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0878589237761527Q  
Purchased by : MOHAMMED AKRAM SOWCAR  
Description of Document : Article 40(A) Partnership:(without immoveable property)  
Description : PARTNERSHIP DEED  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MOHAMMED ASLAM  
Second Party : MOHAMMED AKRAM SOWCAR  
Stamp Duty Paid By : MOHAMMED AKRAM SOWCAR  
Stamp Duty Amount(Rs.) : 2,000  
(Two Thousand only)



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### LLP AGREEMENT

This Agreement of Limited Liability Partnership or LLP as in Referred Hereafter  
Is Executed On 1st Day of June 2018 By And

BETWEEN: -

#### Statutory Alert:

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

1. MR. MOHAMMED ASLAM, S/o NAZEER AHMED aged about 50 years, residing at #04, 2<sup>nd</sup> Main, 3<sup>rd</sup> Stages, Pillanna Garden, Arabic College, Bangalore North, Karnataka-560045 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. MR. MOHAMMED AKRAM SOWCAR, S/o NAZEER AHMED aged about 46 years, residing at #04, 2<sup>nd</sup> Main, 3<sup>rd</sup> Stages, Pillanna Garden, Arabic College, Bangalore North, Karnataka-560045 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, and

The FIRST PARTY and SECOND PARTY mentioned above shall be Designated Partners as on date of incorporation of the LLP to carry on the partnership business as a Limited Liability Partnership (LLP) registered under the provisions of Limited Liability Partnership Act, 2008 (LLP Act) with a view to share the profits/losses on the following terms:

DEFINATIONS in this agreement unless the context otherwise requires: -

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

“Act” or “LLP Act” means the Limited Liability Partnership Act, 2008

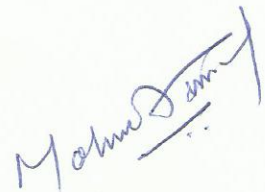
“Business” includes every trade, profession service and occupation.

“Designated Partner” means any partner designated as such.

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

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

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



THE TERMS OF THE AGREEMENT ARE AS BELOW:

1. **NAME:** Limited Liability Partnership shall be carried on in the name and style of M/s. SOWCAR BUSINESS SOLUTIONS LLP and hereinafter called as SOWCAR LLP.
2. **BUSINESS:** The Partnership shall be in the business of providing following services:
  - a. to carry on the business of providing outsourcing services for all processes, sub processes, transactions, activities and all other work performed by business in various industries within India and across the world. This includes those process or sub processes that are enabled by information technology. It also includes data, voice or video collection and processing, call centre services including in bound and out bound calling services of all kinds, technical support, managed data centre, managed technical centre, training centre, web support back office, business or financial analysis, scientific analysis, research work and analysis, storage, disaster recovery, accounting, pay roll, inventory management, customer relationship management, enterprises resources planning and to develop software, provide consultancy, software solution and services that are normally offered by the outsourcing business and information technology services providers, the software development houses and application services providers.
  - b. to provide the business as package tour operators, daily passenger service operators, tour operators, travel agents, ship booking agents, railway ticket booking agents, airlines ticket booking agents, carrier service agents and also carry on the business as tourist agents and contractors and to facilitate traveling and to provide for tourists and travelers, the provision of convenience of all kinds in the way of through tickets, sleeper cars, or berths, reserved places, hotel, motel and lodging, accommodation guidance, safe deposits, enquiry bureaus, libraries, reading rooms, baggage transport and other allied services carry the business of providing ticket booking services for all types transportation and destinations and also holiday tour management services
  - c. to carry on the business of buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods on retail as well as on wholesale basis in India or elsewhere.
  - d. to purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal and to purchase,

sell and otherwise to carry on the business such as builders, developers, contractors, architects, estate agents and decorators

- e. to invest in, acquire, hold, underwrite, sell or otherwise deal in shares, stocks, debenture stocks, bonds, negotiable instruments, securities of any company, Government, Public Body or authority, Municipal and Local Bodies, whether in India or abroad.
  - f. to carry on the activities of purchase and/or sale of shares, stock, debentures, securities or any other financial instruments including derivatives and commodities including currencies.
3. **REGISTERED OFFICE:** The Partnership shall have its registered office and place of operations at #13, Mosque Road, Frazer Town, Bangalore, Karnataka, 560005, or such other places as may be mutually decided by the partners from time to time.
  4. **DURATION:** The Partnership shall commence from the date of registration of the LLP which is 23<sup>rd</sup> day of May 2018, and shall continue to operate in accordance with the provisions of LLP Act, 2008 and rules framed thereunder, until termination of this agreement with the mutual consent of all the partners.
  5. **CONTRIBUTION:** The Contribution of the LLP shall be INR 5,00,000/- (Rupees Five Lakhs only) which shall be contributed by the partners in the following proportions. First Party, INR 2,50,000 (Rupees Two Lakh Fifty Thousand only) and Second Party, INR 2,50,000 (Rupees Two Lakh Fifty Thousand only). The further Contribution if any required by the LLP shall be brought by the partners as and when required in the requisite proportions mutually agreed by the partners.
  6. **DESIGNATED PARTNERS:** The maximum number of designated partners appointed for the LLP shall be as mutually agreed between the partners initially at the time of incorporation of LLP or as decided by the designated partners of the LLP from time to time unanimously.
  7. **SLEEPING PARTNERS:** All the partners other than those appointed as the designated partners of the LLP shall be sleeping partners, and they shall not interfere with the day to day conduct of business of the LLP.
  8. **COMMON SEAL:** LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
  9. **IMMOVABLE PROPERTIES:** The immovable properties purchased by the LLP shall be clear, marketable and free from all encumbrances.
  10. **AUDIT:** The Statement of Accounts and Solvency of LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the LLP act, 2008, namely, rule 24 of the LLP Rules & Forms, 2008. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the rules.

11. **REMUNERATION TO PARTNERS:** All the working partners shall be entitled to remuneration or bonus for taking part in the conduct of the LLP's business.
12. **DRAWINGS:** Each partner may draw out of the partnership funds as drawings from the credit balance of his income account. Such withdrawals shall be duly accounted for in the yearly settlement of accounts and divisions of profits of the partnership at the end of each financial year.
13. **BUSINESS TRANSACTION OF PARTNER WITH LLP:** A partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.
14. **PROFITS & LOSSES:** The net profits & losses of the LLP shall be divided in the following proportions:

First Party            50%

Second Party        50%

15. **BANK ACCOUNTS:** The bankers of the partnership shall be bank or banks as the partners may from time to time unanimously agreed upon and shall be operated by the designated partners either individually or jointly.
16. **ACCOUNTING YEAR:** The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this LLP till 31st March of the subsequent year.
17. **PLACE OF KEEPING BOOKS OF ACCOUNTS:** The books of accounts of the firm shall be kept at the registered office of the LLP.
18. **DIVISION OF ANNUAL PROFITS OF LLP:** As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any of the LLP business, shall be divided between the partners in the proportion specified in and in accordance with the provisions of this Agreement.
19. **ARBITRATION:** In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Deed or the respective rights and liabilities of the parties hereto, or their enforcement there under, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration proceedings shall be conducted at Bangalore in English language.

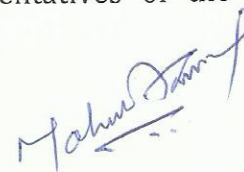
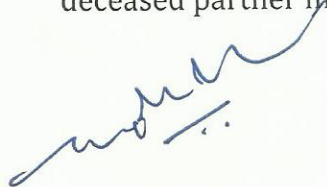
**20. SEVERABILITY:** This deed constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this deed cannot be modified, amended, rescinded or waived, in whole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

#### **ADMISSION OF NEW PARTNER**

21. The new partner may not be introduced without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the LLP.
22. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring contribution as decided by the partners unanimously.
23. Person whose business interests are in conflict to that of the firm shall not be admitted as the Partner.
24. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards the capital of LLP or as decided by the partners unanimously.

#### **RIGHTS OF PARTNER**

25. All the partners hereto shall have the rights, title and interest in all the assets and properties in the firm in the proportion of their Contribution.
26. Every partner has a right to have access to and to inspect the books of accounts of the LLP.
27. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business. Provided the business is not in competition to the existing business being carried on by the LLP.
28. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided.
29. If during the continuance of the Partnership any of the Partners dies, the partnership shall not be deemed to have dissolved but shall be carried on by the surviving partners with the legal representatives of the deceased partner until such time as other arrangements are made and for partnership so carried on under this clause, the terms and conditions governing the partnership shall 'MUTATIS MUTANDIS' apply, substituting the legal representatives of the deceased partner in place of the deceased Partner.



30. On the death of any partner, if his or her heir legal heirs opt not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the firm.

### DUTIES OF PARTNERS

31. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
32. Each partner shall render true accounts and full information of all things affecting the LLP or to any partner or his legal representatives.
33. Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the LLP.
34. Every partner shall indemnify the LLP and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the LLP.
35. In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he can transfer the same with the consent of all the Partners.
36. No Partner shall without the written consent of other Partners: -
- Engage or except for gross misconduct, dismiss any employee of the partnership
  - Commit to buy any immovable property for the LLP
  - Submit a dispute relating to business of LLP business to arbitration.
  - Assign, mortgage or charge his or her share" in the partnership or any asset or property thereof or make any other person a partner therein.
  - Engage directly or indirectly in any business competing with that of the limited liability partnership.
  - Withdraw a suit filed on behalf of LLP.
  - Admit liability in a suit or proceedings against LLP.
  - Share business secrets of the LLP with outsiders.
  - Remit in whole or part debt due to LLP.
  - Go and remain out of station in connection with the business of LLP more than 30 days at a time.
  - Open a banking account on behalf of LLP in his name.
  - Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of business.
  - Draw or accept or endorse unauthorized bill of exchange or promissory note on LLP's account.
  - Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business.
  - Do any act or omission rendering the LLP liable to be wound up by the Tribunal.

*[Handwritten signature]*

*[Handwritten signature]*

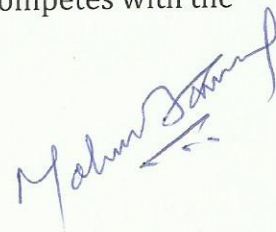
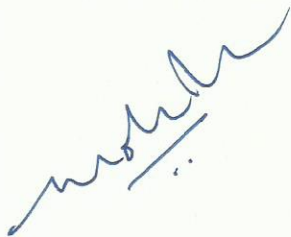
- Derive any profits from any transactions of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP.

#### **DUTIES OF DESIGNATED PARTNER**

37. Devote their whole time and attention to the said partnership business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the partnership.
38. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
39. Protect the property and assets of the LLP.
40. Upon every reasonable request, inform the other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.
41. Punctually pay their separate debts to the LLP.
42. The Designated Partners shall be responsible for the doing of all such other acts arising out of this agreement.

#### **CESSATION OF EXISTING PARTNERS**

43. Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of his intention to resign as partner.
44. Majority of Partners can expel any partner in the situation where the partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose or has been found to engage in a business which competes with the business of LLP.

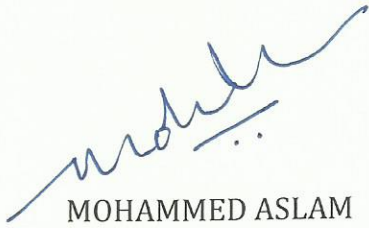




IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered by the

*for and on behalf of*  
SOWCAR BUSINESS SOLUTIONS LLP



MOHAMMED ASLAM  
(Designated Partner)  
FIRST PARTY



MOHAMMED AKRAM SOWCAR  
(Designated Partner)  
SECOND PARTY

Witness 1



Signature  
Name: AZFAR ABDEL QADIR.G.  
Address: #207, Inland Imadi,  
Balaji Krupa Layout,  
R. K. Hegdenagar,  
Bangalore - 560077

Witness 2



Signature  
Name MOHAMMED EHTISHAM  
Address: #118/2, 2<sup>nd</sup> CROSS,  
AROKYANMA LAYOUT, VENKATESH-  
-PURAM, BANGALORE - 560045