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Date : 08/09/2018

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Penalty ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name S Jagannadha Rao
H No/Floor D1/4/304 Sector/Ward Na LandMark Geetanjali public school compound
City/Village Srikakulam District Srikakulam State : Andhra Pradesh
Phone 000



Buyer / Second Party Detail

Name Srinivas Sanapala
H No/Floor E61 Sector/Ward 54 LandMark : 6th floor dlf belaire
City/Village Gurugram District Gurugram State : Haryana
Phone 000

Purpose LLP AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

FATEHABAD BIO ENERGY LLP AGREEMENT

This LLP Agreement made at Gurugram on 8th day of September, 2018 between the following (hereinafter collectively referred to as Parties to LLP Agreement)

BETWEEN

a) **S. Jagannadha Rao**, s/o Papi Naidu born on 16.08.1942 resident of D1-4-304, Geetanjali Public School Compound Official Colony Srikakulam-532001 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**,

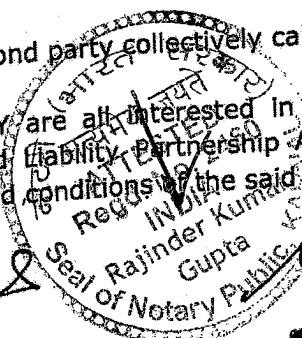
AND

b) **Srinivas Sanapala**, aged about 48 years S/o Jagannadharao, resident of E 61, DLF Belaire Sector 54, 6th Floor, DLF V, Golf Course Road, Gurgaon Haryana, India - 122001 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**,

(Hereinafter The First Party and Second party collectively called as Partners)

NOW The FIRST AND SECOND PARTY are all interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation and

S. Srinivas



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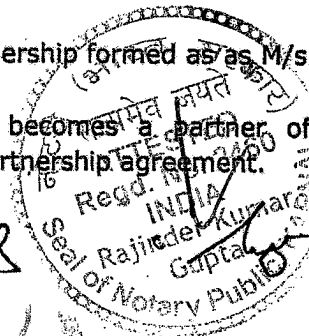
IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS:

1. Definitions:

In the interpretation of the terms or conditions of this agreement, unless repugnant to the subject or context:

- a) **"Act"** means The Limited Liability Partnership Act, 2008 or any statutory modification, re-enactment thereof for the time being in force.
- b) **"Affiliates"** means with respect to any Person, any other Person, directly or indirectly Controlling, Controlled by, or under direct or indirect common control with such Person. For the purpose of this definition:
 - (i) **"control"** means the power to direct the management and policies of an entity whether through the ownership of voting capital, by contract or otherwise, and
- c) **"Books of Accounts"** means books and records relating to:
 - (i) particulars of all sums of money received and expended by the limited liability partnership and the matters in respect of which the receipt and expenditure takes place;
 - (ii) a record of the assets and liabilities of the limited liability partnership;
 - (iii) statements of cost of goods purchased, inventories, work in-progress, finished goods and cost of goods sold; and
 - (iv) any other particulars which the partners may decide.
- d) **"Contribution"** means a share or value of capital which a respective partner brings in to the LLP which may be in the form tangible, movable or immovable or intangible property or other benefit given to the LLP as per the Act.
- e) **"Designated Partners"** means any partner designated as such pursuant to the provisions of the Limited Liability Partnership Act, 2008.
- f) **"FIRM"** means this Limited Liability Partnership formed and registered as FATEHABAD BIO ENERGY LLP under the provisions of the Limited Liability Partnership Act, 2008
- g) **"LLP"** means this Limited Liability Partnership formed as M/s. **FATEHABAD BIO ENERGY LLP.**
- h) **"Partners"** means any person who becomes a partner of this Firm in accordance with this Limited Liability Partnership agreement.

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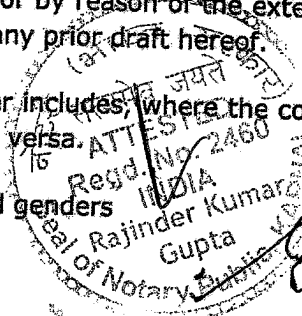
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- i) **"Partnership Interest"** means contribution and the accumulated profits that are available in respective partners' account.
- j) **"Person"** means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, limited liability partnership, joint venture, government authority or trust or any other entity or organization.
- k) **"Record"** means the base documents, instruments, vouchers, receipts etc basing on which the books of accounts are built up.
- l) **"Relatives"** means father, mother, spouse, children, brother and sister.
- m) **"Rules"** means Limited Liability Partnership Rules, 2008 or any other rules issued under the Act from time to time.
- n) **"Working day"** means any day other than National Holiday's declared by Government.
- o) **"Interpretations"**

In this agreement unless the context otherwise requires:

- (i) The headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (ii) Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (iii) References to an agreement or document shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to such amendments;
- (iv) No provisions of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- (v) Word importing the singular number includes, where the context admits or requires the plural number and vice versa.
- (vi) References to one gender include all genders

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- (vii) The various clauses quoted in this agreement shall refer to the relevant sections in the Limited Liability Partnership Act, 2008 as may be applicable.
- (viii) Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in this agreement.

2. Effective Date of LLP Agreement

This agreement shall be effective from the date of signing by all the Partners hereto.

Whereas

- A. All the other connected papers were submitted to Office of the Registrar, Limited Liability Partnerships along with necessary filing fees.
- B. The Parties to this LLP Agreement have formed a Limited Liability Partnership Known as M/s. **FATEHABAD BIO ENERGY LLP**.
- C. The requisite documents for LLP was executed by all the parties to LLP agreement.

Now, therefore, it is decided and agreed by all parties to LLP agreement as follows:

3. The Limited Liability Partnership shall be carried out on in the name and styles of **M/S. FATEHABAD BIO ENERGY LLP** and hereinafter called as "LLP."

Registered Office of the LLP

4. The Registered office of the LLP shall be situated in Telangana or such other place may be mutually agreed by the Partners from time to time subject to complying the provisions Limited Liability partnership Act, 2008.

The Registered office of the LLP situated at House No. D1-4-304, Geetanjali Public School Compound Official Colony Srikakulam, Andhra Pradesh-532001,

Further if the Firm intends to change the registered office, the same shall be changed by Designated Partners by giving intimation to other partners, and shall make suitable application(s), document(s) with appropriate authorities and do such acts and deeds to change the name of the Partnership.

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5. Business of LLP

The business of LLP as specified in the Incorporation Document (Form No.2)

5.1 Main objects and Incidental/ancillary powers

Following powers shall be main and Incidental/ ancillary to attainment of main business of LLP as indicated in Incorporation Document. LLP can exercise those powers as and when required.

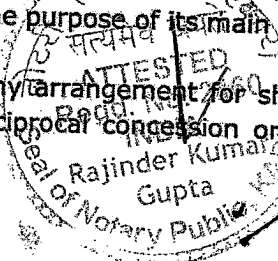
5.1.1 Main Objects (as mentioned in Form-1)

- a. To carry on the business of generation, distribution, establishment, construction, operation, maintenance, trading, purchasing, procuring, selling, reselling, supplying, transmitting, wheeling importing exporting or otherwise dealing in all forms of electric power from the conventional and / or non-conventional sources of energy viz., biomass, hydel, thermal, coal, wind, solar, waste, tidal, ocean, nuclear.
- b. to carry on the business of consultants and contractors in setting up all types of plants for production of electrical energy, and also to undertake research and development programmed in the field of electricity and other allied fields, refurnishing, renovating, reforming of power projects.
- c. To construct, establish, operate, manage power stations, boiler houses, steam turbines, gas turbines, diesel generators, switch yards, transformer yards, sub stations, transmission lines, accumulators, workshop dams, reservoirs required for hydro projects and all necessary for generating, accumulating, distributing and supply of electricity.
- d. To promote, acquire and invest in the companies, firms, organizations, join venture companies engaged in the business of manufacture, generation, transmission, distribution and trading power or requiring electric power for its manufacture operation and maintenance.

5.1.2 Ancillary Objects (Objects incidental or Ancillary to the attainment of above main objects) are:

- a. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the LLP may deem necessary or convenient for the purpose of its main business.
- b. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation

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with persons or firm or companies carrying on or engaged in the main business or transaction of this LLP.

- e. To buy, sell, plant, cultivate, treat, repair, alter, manipulate, exchange, hire, let on hire, import, export, dispose of and deal in articles and things which may be required for the purpose of any of business which the LLP is expressly or by implication authorized carry on.
- f. To vest any movable or immovable property, rights or interests required by or received or belonging to the LLP in any person or LLP on behalf of or for the benefit of the LLP and with or without any declared trust in favor of the LLP.
- g. To purchase or otherwise acquire, build, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any plants, warehouse, sheds, offices, shops, stores, buildings, machinery, apparatus, labour lines, and houses, warehouses, and such other works and conveniences necessary for carrying on the main business of the LLP.
- h. To acquire and takeover the whole or any part of the business, goodwill, trade- marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this LLP is authorized to carry on, possession of any property or rights suitable for the purpose of the LLP and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.
- i. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, financial or any other such assistance for carrying out all or any the main objects of the LLP or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulas and patent rights for furthering the main objects of the LLP.
- j. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the LLP either on contract basis or on the basis of sharing of profits.
- k. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, designs, patterns, copyrights, trade-marks, licenses concessions and the like rights or benefits, conferring an

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exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the LLP or the acquisition or use of which may seem calculated directly or indirectly to benefit the LLP on payment of any fee royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.

- l. To apply for and obtain any order under any Limited Liability Partnership Act, 2008 or Legislature, charter, privilege concession, license or authorization of any Government, State or other Authority for enabling the LLP to carry on any of its main objects into effect or for extending any of the powers of the LLP or for effecting and modification of the constitution of the LLP or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the LLP.
- m. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the LLP or any of them and to obtain from any such Government, authority, person or LLP any rights, charters, contracts, licenses and concessions which the LLP may think desirable to obtain and to carry out, exercise and comply therewith.
- n. To procure the LLP to be registered or recognized in or under the laws of any place outside India and to do all acts necessary for carrying on in any foreign country for the business or profession of the LLP.
- o. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the LLP.
- p. To advance money either with or without security, and to such persons and upon such terms and conditions as the LLP may deem fit and also to invest and deal with the money of the LLP not immediately required, in or upon such investments and in such manner as, from time to time, may be determined, provided that the LLP shall not carry on the business of banking as provided in the Banking Regulations Act.
- q. Subject to provisions of the LLP Act, 2008 and the Regulations made thereunder and the Directions issued by the Reserve Bank of India, to receive money or loan and borrow or raise money in such manner and at such time or times as the LLP thinks fit and in particular by the issue of debentures, debentures-stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage,

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charge or lien upon all or any of the properties, or assets or revenues and profits of the LLP both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the LLP or any other person or LLP of any obligation undertaken by the LLP or such other person or LLP to give the lenders the power to sale and such other powers as may seem expedient and purchase redeem or pay off any such securities.

- r. To undertake and execute any trusts, the undertaking of which may seem to the LLP desirable, either gratuitously or otherwise.
- s. To establish, or promote or concur in establishing or promote any LLP for the purpose of acquiring all or any of the properties, rights and liabilities of the LLP.
- t. To sell, lease, mortgage, exchange, grant licenses and other rights improve, manage, develop and dispose of undertakings, investments, properties, assets and effects of the LLP or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures or other securities of any other such LLP having main objects altogether or in part similar to those of the LLP.
- u. To distribute among the partners as per the agreed sharing ratio any property of the LLP or any proceeds of sale or disposal of any property of the LLP in the event of winding up.
- v. To employ agents or experts to investigate and examine into the conditions, prospects value, character and circumstances of any business concerns and undertakings and generally of any assets properties or rights which the LLP purpose to acquire.
- w. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the LLP or for any other such purpose conducive to the interest of the LLP.
- x. To establish, for any of the main objects of the LLP, branches or to establish any firm or firms at places in or outside India as the LLP may deem expedient.\
- y. To pay for any property or rights acquired by or for any services rendered to the LLP and in particular to remunerate any person, firm or LLP introducing business to the LLP either in cash or otherwise from time to time.
- z. To appoint agents, sub-agents, dealers, managers, canvassers, professionals, technicians, sales representatives or salesmen for transacting all or any kind of the main business of which this LLP is authorized to carry on and to constitute agencies of the LLP in India or

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in any other country and establish depots and agencies in different parts of the world.

aa. To insure any of the persons, properties, undertakings, contracts, guarantees or obligations or profits of the LLP of every nature and kind in any manner whatsoever.

5.2 Change, Suspension or modification in nature of Business

The nature of Business can be changed or new business can be commenced or existing business can be suspended or modified or business can be completely closed with consent of all the partners.

6. Duration of LLP

The LLP will have perpetual succession, unless LLP is wound up or stuck off as defunct.

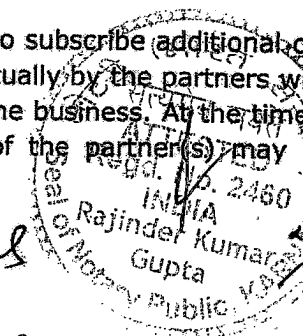
7. Contribution

- A. The contribution of LLP shall be as specified in the Agreement. The contribution of partners is as per their convenience and can be infused with consent of all the partners.
- B. Share of each partner in Contribution: The share of each partner in the Contribution will be as decided with consent of all the partners.
- C. Refund of Contribution: The Contribution of partner will not be refundable except
 - a) in case of Death, Resignation, Expulsion, Cessation and or for any other reason of the partner or
 - b) winding up of LLP or
 - c) Refund of Contribution in case of Closure of Business: When it is decided that business of LLP be closed, all secured and unsecured creditors should be first paid. All liabilities of LLP shall be cleared. Balance, if any, shall be distributed among partners in the relation of their contribution at the time of closure of business.

7.1 Additional contribution

The partners hereto have also agreed to subscribe additional capital in the ratio as agreed above or as agreed mutually by the partners whenever it is required to do so for the efficiency of the business. At the time of increase of the capital, the additional capital of the partner(s) may be adjusted against the increased capital.

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8. Withdrawal or Reduction of Capital Contributions

Except as expressly provided in this Agreement, no Partner shall have the right to withdraw from the LLP all or any part of its capital contribution.

A partner, irrespective of the nature of its capital contribution, shall only have the right to demand and receive cash in return for its capital contribution, unless the partners shall have unanimously agreed that such partner may receive a distribution in kind.

9. Interest on Capital Contributions

Interest shall be payable on or with respect to the permanent capital contributions or current capital accounts of partners unless the partners decide otherwise mutually.

10. Types of Partners

Following are the types of partners:

- (i) Executive Partner/Designated Partner.
- (ii) Non Executive Partner /Partner

11. First Designated Partners:

The Following Individuals are the First Designated Partners of the LLP,

- a) Srinivas Sanapala, and
- b) *S. Jagannadha Rao

*Mr. Prasada Rao Kalluri has submitted his resignation as Designated Partner and Mr. S.Jagannadha Rao has been co-opted as Designated Partner of the LLP w.e.f 8th September, 2018.

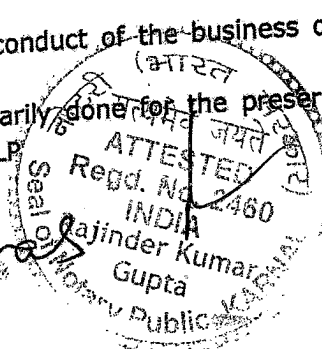
12. Mutual Rights and Duties of Partners of LLP

Besides the rights and duties specified elsewhere in this LLP Agreement, following shall be mutual rights and duties of partners of LLP

- (a) the LLP shall indemnify each partner in respect of payments made and personal liabilities incurred

- 1. in the ordinary and proper conduct of the business of the limited liability partnership or
- 2. in or about anything necessarily done for the preservation of the business or property of the LLP

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- (b) Each Partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of the business of LLP.
- (c) Each partner shall render true accounts and full information of all things affecting the LLP to LLP, Executive, Designated partners.
- (d) If a partner, without the consent and/or knowledge of the LLP, carried on any business of the same nature as and competing with the LLP, he shall account for and pay over to the LLP all profits made by him in that business.
- (e) Every partner shall account to the LLP for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the LLP, or from any use by him of the property, name or any business connection to LLP.
- (f) Any partner shall not divulge business information, trade secrets or confidential information of LLP to any outsider, except where required by the any law in force.
- (g) Every partner shall make adequate disclosure of his direct or indirect interest in any contract, business deal or arrangement with the LLP by or with any person, firm, LLP, LLP or other body corporate.

13. Management of LLP

I. Every partner will take part in management of LLP.

II. Executive Partner/Designated Partner:

Executive Partner/Designated Partner shall devote sufficient time as may be required for the purpose of business of LLP. Except as otherwise expressly provided herein, day-to-day operation of the LLP shall be vested exclusively in the designated partners appointed by all the partners, who shall have the power on behalf and in the name of the LLP to carry out any and all of the purposes of the LLP and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto.

III. Major decisions relating to business will be decided by consent of all the partners. It will be sufficient if consent of partners is obtained through circular resolution without calling for meeting of partners.
Except the following decisions:

- a) Admission of new partner.
- b) Selling of any immovable properties of LLP.
- c) Shifting of registered office outside state.
- d) Sale, merger, amalgamation or closure of entire business of LLP.

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- e) Change in nature of business of LLP.
- f) Voluntary winding up of LLP.

The aforesaid decisions can be taken only at meeting of partners. Any other decision can be taken either by calling a meeting or through circular resolution or through formal or informal communication.

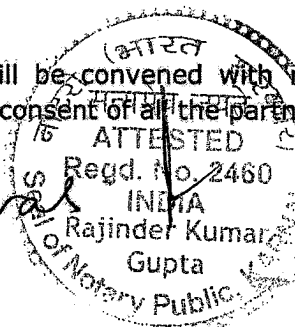
14. General Powers to Designated/Executive Partners

Without prejudice to the generality of powers exercisable by Executive/Designated partners shall have following specific authorities.

- (a) Borrow in ordinary course of business and repayment of loans.
- (b) Sale or dispose of movable property in ordinary course of business.
- (c) Purchase and sale goods/ services for business of LLP.
- (d) Employ and remove employees and fix their remuneration, perquisites and terms and conditions of employment.
- (e) Receive payments on behalf of LLP and giving receipt.
- (f) Pledge/hypothecate/mortgage goods of LLP for borrowing money.
- (g) Settling accounts with persons dealing with the LLP.
- (h) Making, drawing, accepting and endorsing a Negotiable Instrument on behalf of LLP.
- (i) Institute and defend a suit and withdraw a suit or proceedings filed by or on behalf of the LLP or enter into compromise.
- (j) Appoint Advocate or legal representative or authorized representative to institute suit by LLP or defend suit or any legal proceedings against LLP.
- (k) Receive notice on behalf of LLP.
- (l) Acknowledging debt of the LLP.
- (m) Submit a dispute relating to the business of the LLP to arbitration.
- (n) Opening and Operating of a banking account in name of LLP.
- (o) Compromise or relinquish any claim or portion of a claim by the LLP.
- (p) Admit any liability in a suit or proceedings against the LLP.
- (q) Give guarantees, loans and make investments in ordinary course of business.
- (r) Delegate powers either through authority letter or by executing general or special power of attorney in favor of delegate.
- (s) Investment of additional funds from time to time.
- (t) Partners have powers to exercise other matters stated in schedule -1

14.1 Notice for Meetings: Meetings will be convened with notice of seven days. This period can be reduced by consent of all the partners.

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14.2 Quorum for the meeting shall be minimum of 2 partners personally attending or 1/3 of total partners whichever is less.

A partner can attend the meeting either in person or proxy. The meeting will elect its own Chairman. Chairman shall have a casting vote.

14.3 Minutes of meeting - Decisions taken at the meeting of partners shall be recorded in the minutes within thirty days of taking such decisions and shall be kept and maintained at the registered office of the LLP.

15. Entitlement of Salary of designated partners

The designated partners shall be entitled to draw monthly salary remuneration by way of payments of salary, bonus, commission or remuneration, by whatever name called on the mutual consultation of the partners.

16. Bank accounts

Bank Account/Accounts with any Bank be opened in the Name of LLP. The bank account/accounts will be operated by the Designated Partners/ Authorised Signatories as decided by the partners from time to time at meetings.

17. Borrowings

LLP shall borrow any money from any Bank, Financial Institution, NBFC, Finance LLP or any other person or prospective lender. The borrowing may be secured or unsecured.

18. Share of Profit and Loss.

The share of profit and loss of each partner will be as follows

- (a) Srinivas Sanapala : 99%
- (b) *S. Jagannadha Rao : 1%

*Mr. Prasada Rao Kalluri has transferred his 1% capital to Mr. S. Jagannadha Rao on 8th September, 2018.

19. Change in Partners

a) Appointment of Designated Partner

Appointment/removal of designated partners will be done with Unanimous consent of all the partners.

S. Srinivas

ATTESTED
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INDIA
Rajinder Kumar
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b) Admission of Partner

A person or persons will be admitted to LLP as any type of partner with Consents of all partners. Also the profit sharing with the newly admitted person or persons in LLP will be decided with consents of all partners.

c) Voluntary Withdrawal or Resignation of a Partner

Each partner covenants and agrees that it will not withdraw or resign from the LLP without the prior consent of the other partners (such consent not to be unreasonably withheld or delayed). Written notice shall be delivered to the LLP in case of withdrawal.

In case of withdrawal/ resignation of any partner is accepted by all other partners, his contribution will be refunded as mutually agreed by the partners. Value of goodwill shall be as determined by with the consent of the remaining partners of LLP based on the valuation.

d) Cessation of a partner

On death of any partner his legal heir is entitled to be appointed as partner. If deceased partner survives more than one legal heir, one of the legal heir will be inducted as partner with the consent of all the legal heirs.

e) No partner shall be expelled from the LLP.

If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partners shall have the option to purchase the share of such partner and the purchase price shall be calculated as decided by the partners with the consultation of valuer. Value of goodwill shall be as determined by with the consent of the remaining partners of LLP.

20. Restrictive Covenants

Except as otherwise expressly provided in an Agreement:

- (a) Partner or its designated partner, manager and officers, shall not compete with the LLP in the conduct or winding up of the LLP's activities;
- (b) neither the LLP nor any Partner of the LLP shall have any right in or to any such business activities or ventures or to receive or share in any income or proceeds derived there from; and
- (c) To the extent required by applicable law in order to effectuate the purpose of this provision, the LLP shall have no interest or expectancy, and specifically renounces any interest or expectancy, in any such business activities or ventures.
- (d) Partners shall not assign, charge or encumber his share in the LLP without the consent other partners,
- (e) Partners shall not commit any breach of any of the provisions of this

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agreement or commits any criminal offence.

- (f) Partners shall not do any act which would be a ground for the dissolution of the partnership by the Court/Tribunal.

21. Transfer of Beneficial Interest

The partners may transfer the beneficial interest in his share to any of his trust. However, the respective partner is continued to be partner of the LLP and the trust is only entitled to receive the share of profits of the respective partner and do not have any other rights.

22. Liability of Partners

The liability of the partners shall be limited as provided in the LLP Act, 2008 and as set forth in this LLP agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficits in its capital account or the capital account of any other partner (if such deficits occur).

23. Seal

The partners may adopt a seal of the LLP in such form as the partners may decide. The seal shall be affixed in presence of at least two designated partners on all such documents, where it is necessary.

Such documents duly signed will be binding on the LLP for all legal purposes.

24. Loans

(a) Loans to LLP from partners

LLP may obtain loans from its partners. The acceptance of such loan and rate of interest on the loans will be determined unanimously by all partners.

(b) Loans by LLP to partners.

LLP may grant loans to its partners. The giving of such loans and interest chargeable on the loans will be determined unanimously by all partners.

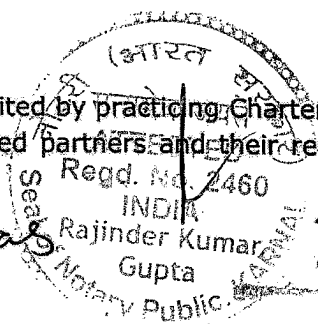
25. Accounts

Financial year of LLP shall end on 31st March every year. Accounts shall be maintained on mercantile basis.

26. Audit of Accounts

When accounts are required to be audited by practicing Chartered Accountant, auditor will be appointed by designated partners and their remuneration will be fixed by them.

S. Srinivas



09 JAN 2019

सत्यापित प्रतिका
True Copy Attested

When audit of accounts by practicing Chartered Accountant accounts is not required under any law, designated partners may appoint any person who, in their opinion, has sufficient knowledge of accounting, to prepare and check accounts of LLP.

Adoption of Audited accounts not required - copy of audited account shall be furnished to each partner within 30 days after accounts are ready and audited.

27. Secrecy provisions, non-disclosure, confidentiality

A partner while working as partner of LLP and for two years after he ceases to be a partner shall not disclose any trade secret or confidential information obtained during his association with LLP so as to harm commercial interest of LLP, except when required under any law.

28. Limited Liability Partnership Act prevails

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the LLP Act, 2008 shall govern the construction of this Agreement; provided, however, that in the event of any inconsistency between such laws, the provisions of the Act shall prevail.

29. Resolution of Disputes between partners & Arbitration

Disputes among partners and disputes between partners and LLP will be settled through conciliation by remaining partners and then by auditors of LLP or by mutually agreed third party.

Arbitration

Following will apply to disputes between partners other than those stated above and disputes between LLP and partner.

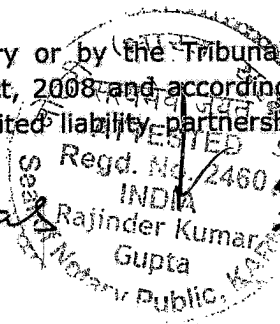
All disputes, claims and difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this LLP Agreement or breach, termination or invalidity thereof, will be settled in accordance with provisions of Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be binding upon the parties.

This LLP agreement executed and signed by partners as stated below at place as mentioned in opening paragraph of this agreement.

30. Winding up and dissolution

LLP will be wound up either voluntary or by the Tribunal for the reasons mentioned in Section 64 of the LLP Act, 2008 and according to LLP (Winding Up and Dissolution) Rules, 2010. Limited liability partnership, so wound up may be dissolved.

S. Srinivas



सत्यापित प्रतिया
True Copy Attested

09 JAN 2019

IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written

Signed and Delivered by
For and on behalf of
M/s FATEHABAD BIO ENERGY LLP

S. Srinivas
Srinivas Sanapala
(Designated Partner)

S. Jagannadha Rao
S. Jagannadha Rao
(Designated Partner)

Witness:

1. Name

Father's Name

Occupation

Address

Signature

: VENU MADHAV ANADUTHA

: SATYARAM

:

: E-61, THE BELAIRE GOLFCOURSE ROAD

: GURGAON - 122002

: *Aswini*

2. Name

Father's Name

Occupation

Address

Signature

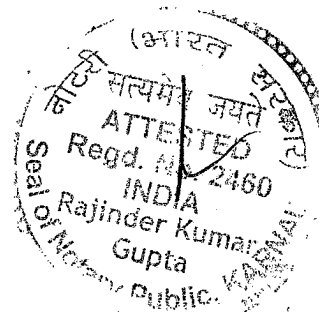
: ABHISHEK PRASAD

: ABHAY PRASAD

:

: DHANU NARWAN, BHILWANI,

: *A.C.*



09 JAN 2019

[Signature]
सत्यापित प्रतिभा
True Copy Attested