

Phone No:  
Sold To/Issued To:  
N.Swathi  
For Whom/ID Proof:  
Sree Annapurna LLP



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Agreement  
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**LIMITED LIABILITY PARTNERSHIP AGREEMENT**  
(As per Section 23(4) of Limited Liability Partnership Act, 2008)

THIS Limited Liability Partnership Agreement made at Hyderabad on the 11<sup>th</sup> day of August 2023.

**BETWEEN**

1. I, **Ms. NALLACHERUVU SWATHI**, D/o **Harinath Basetty** aged about 41 years, resident of House Number I Archana Enclave East Marredpally, Hyderabad, Telangana-500026. Hereinafter called as the " First Part " which expression shall unless excluded by or repugnant to the subject or context, mean and included their heirs, executors, administrators, successors-in-interest, legal representatives, and assignees as the case may be of the First part.

**AND**

2. I, **Mr. NALLACHERUVU KIRAN KUMAR**, S/o **Sangameshwar Nallacheruvu** aged about 43 years, resident of PNO 1 Archana Enclave East Marredpallybehind- saint Marks Public School Secunderabad, Telangana-500026, Hereinafter called as the " Second Part " which expression shall unless excluded by or repugnant to the subject or context, mean and included their heirs, executors, administrators, successors-in-interest, legal representatives and assignees as the case may be of the Second Part.

(Hereinafter collectively referred to as the ' Partners ' or ' Parties ' )

Now, the partners are interested in forming a Limited Liability Partnership under The Limited Liability Partnership Act, 2008 and that they intend to reduce the terms and conditions of the LLP in writing here as under:

*Swathi*

*Kiran*

## INTERPRETATION

In this Agreement unless the context otherwise requires: -

- a) "Accounting Year" means the financial year as defined in the LLP Act, 2008.
  - b) "Act or 'LLP Act or LLP Act, 2008' means the Limited Liability Partnership Act of 2008 along with any amendments and rules published in the official gazette from time to time;
  - c) "Business" activities to be carried out is the business of to carry on the business of running, owning, managing, and operating restaurants, cafes, bars, lounges, food courts, and other food and beverage outlets. To provide catering services for events, parties, and other occasions. To manufacture, process, package, and sell food and beverage products. To trade and deal in food and beverage products, equipment, and supplies. To do all such other things as are incidental or conducive to the attainment of the above objects. To sell, serve and to distribute and to manage and market the manufacture of, selling, serving and distribution of comestible, eatables, victuals, meat, bread, bread stuffs, and all types of food stuffs and human consumables.
  - d) "Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.
  - e) "Designated Partner (DP)" means any partner designated as such.
  - f) "LLP" means the limited liability partnership formed and registered under LLP Act, 2008.
  - g) "LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of all the partners and their rights and duties in relation to the LLP.
  - h) "Partner" means any person who becomes a partner or specifically mentioned as a Designated Partner in the LLP in accordance with this LLP Agreement.
  - i) "Promoter-Partner" shall mean the First AND Second
  - j) "She" includes "He" or vice versa.
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- 1. **Name-** The name under which the Partnership business shall be carried on will be "SHREE ANNAPOORNA AAHARAM LLP" and for the sake of convenience hereinafter referred to as "LLP" or "firm" in this agreement.
  - 2. **Place-** LLP shall have its registered office at P.NO-I ARCHANA ENCLAVE EAST MARREDPALLY, SECUNDERABAD, TELANGANA INDIA-500026 and / or at such other place or places, as shall be agreed to by all the partners from time to time.

Swathi

Kiray



3. **Term of LLP-** the Partnership is deemed on the date of registration of the LLP, and shall continue to operate thereafter subject to the provisions of the LLP Act, 2008, until termination of this agreement by consent of all Partners for the time being of the LLP.
4. **LLP Capital, Partners' Contribution, Liability, Borrowings and Admission of Partners-**
5. The Contribution of LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners as under:

Sl. No	Partner	Contribution (Rs)	Contribution (%)
1.	Nallacheruvu Swathi	90,000	90%
2.	Nallacheruvu Kiran kumar	10,000	10%

1. **Admission of Partner-**There shall be no limit on the number of Partners to be admitted at any time and from time to time by changing the provisions of this LLP Agreement, if necessary, and as required, subject to its acceptance by all the Partners at meeting of theirs or otherwise confirmed by them in writing.
2. **Additional Capital -** If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by all the Partners in their existing capital ratio. Any existing loans, advanced by the Partners to the LLP shall be converted into capital contribution as agreed between all the partners.
3. The obligation of a Partner to contribute (i) money or (ii) other property or benefit or to perform services in the case of (iii) its money's worth as determined in the agreement with the Partner therefore as equivalent to his share of contribution of capital] to the LLP under this Agreement, shall be a debt due from him to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP in so far as every partner may take part in its management. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.
4. This copy of LLP Agreement along with the LLP's Certificate of Incorporation shall be supplied to each and every partner.

< Swathi

< Kiran

5. It may reimburse the Promoter/Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by all the Promoter-Partners.
6. **Intellectual Property Rights (IPRs) of the LLP** - All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.
7. **Right to Borrow funds** - For the purpose of the business of the LLP, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, NBFC or any other person of domestic and foreign countries at the prevailing rate of interest with the consent of all the Partners. The Borrowing may be secured or unsecured, and the security may be created by all the parties wherever required.
8. **Interest on Capital or Loan** - Interest at the rate of **12 per cent per annum** on the capital contributed or loan given or credited as given by each of the partners and standing to the credit as on the first day of each calendar month for the previous month out of the gross profits of the partnership business shall be credited in the respective accounts, and such interest shall be cumulative such that any deficiency in one financial year shall be made up out of the gross profits of any succeeding financial year or years. For this purpose, the financial year shall be the twelve months from the first of April to the thirty-first of March next.
9. **Withdrawal of Loans given by partner** - Partners may withdraw the loans advanced or deemed as advanced by the Partnership business in accordance with the terms of such sums advanced or deemed as advanced from time to time, and if any such terms are fixed for any such loan amount, the partner may withdraw the same after serving a notice of four weeks on the LLP demanding repayment of the loan *plus* interest standing to the partner's credit.
10. **Business transactions 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.
11. **Profits & Losses and Partner's Income Account** - Profits and losses of the Partnership business in each financial year may be received and borne by all the partners. Partnership profits and losses computed as due shall be charged or credited to the capital account separate income account of each Partner. If a Partner has no credit balance in the income account, losses shall be charged to his capital account.
12. **Partner's Drawings** - Partners may draw out of the Partnership funds as drawings from the credit balance of the income account any sum of money for their own use, subject to such draws to be duly accounted for in each yearly settlement of account and division of profits of the Partnership at the end of each financial year, and the same

Swathi

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shall be duly adjusted to the actuals due to or from the partnership by refunds or further withdrawals, as the case may be as required.

**13. Books of Account-**

- a. All funds of the Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Partners.
- b. All withdrawals are to be made by Cheques signed by any of the partners.
- c. All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as agreed upon by the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP.
- d. Books of account shall not be removed from the designated place of business without the consent of the Partners.
- e. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

**14. Annual Statements of Accounts and Solvency** - The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby.

**15. Audit** - If required, the Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant(s) 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 said Rules in every respect. Appointment of auditor(s) shall be as per rules prescribed.

**16. Division of Annual Profit of the LLP** - As soon as the Annual Statements of Accounts and Solvency shall have been signed by all the Partners and the same duly audited, if required, and the auditor rendering his report thereon, if any, the net profits, if any, of the LLP business, by a consent of all the Partners with majority of the capital contribution, may be transferred to all the Partners in accordance with the provisions of this Agreement.

~ Swathi

~ Kiran

FIRST PART	90%
SECOND PART	10%

17. Management of the LLP -

a) The designated partners are:

1	Ms. Nallacheruvu Swathi
2	Mr. Nallacheruvu Kiran kumar

- b) Ms. Nallacheruvu Swathi and Mr. Nallacheruvu Kiran kumar shall be Managing Partners.
- c) In deciding all the matters shall require consent of all the Partners, excluding the Partner being expelled. The decisions so taken shall be recorded in the minutes within 30 days and signed by all the remaining partners and the same kept at the registered office of the LLP.
- d) The Designated Partners appointed by the LLP shall be responsible for compliance under the LLP Act and this Agreement. The management of the LLP shall be carried on by the Designated Partners.
- e) Banking arrangements for the LLP shall be as unanimously decided by the Partners holding majority contribution at any time and from time to time, ensuring that all moneys received subject to requirements of current expenses, by way of Cheques, drafts or other pay orders shall be promptly paid into the LLP's banking account.
- f) All the Partners shall render true accounts and full information of all things affecting the LLP to the Designated Partner(s) and on request to any Partner or his legal representative.
- g) All decisions of the Partners shall be taken at meetings if possible or by circular resolutions signed by all the partners. Meetings in which all Partners are entitled to participate, to deliberate and decide on the matters specified in Para 16(3) above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings.
- h) A resolution circulated in writing and signed by all the Partners shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

*Swathi*

*Kiran*



18. **Number of Designated Partner-** The maximum number of Designated Partners appointed for the LLP shall be such as mutually agreed upon by all the Partners of the LLP at any time and from time to time.
19. **Sleeping Partner -** 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 carrying on the management or conduct of the business of the LLP otherwise than as has been provided in this Agreement and those shall not sign the name of the LLP.
20. **Transfer or assignment of Share of Capital contribution by Partner-**
- a. No Partner shall without the consent of all the Partners holding majority of share capital, assign or mortgage the share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.
  - b. On the transfer of a Partner's interest in the LLP as set out in 19 (1) above, section 42(2) and 42(3) shall become applicable to the transferor Partner and the transferee, respectively.
21. **Voluntary Retirement of Partner-** If any Partner has retired voluntarily and has expressed no intention of nominating a legal heir in his place as a Partner or Designated Partner, a statement of account shall be taken and made out of his share of the capital and effects of the LLP and of all unpaid interest and profits due to him up to the time of his voluntary retirement be paid at the earliest as may be decided by the surviving Partners holding majority of the capital contribution of the LLP, subject to required adjustments between his capital account and income account transactions and transfers made till the date of such voluntary retirement and balances struck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which his voluntary retirement occurs until the end of the calendar month in which the event takes place.
22. **Representative of deceased or retired Partner-** At the discretion of the surviving Partner holding majority contribution, the nominee or representative of the deceased or retired Partner may be admitted as a Designated Partner against retention of the dues to the former Partner by the LLP.
23. **Purchase of share of retiring, expelled deceased or insolvent Partner -** If a Partner dies, retires or is expelled or becomes insolvent, then, the remaining Partners with majority contribution to the capital of the LLP shall have the option of first refusal to buy the share of such a partner in the LLP, and the option may be exercised by notice in writing fixing a month's time by either side given to the other side. The purchase price shall be the amount at which such share shall stand by the last audited balance sheet prior to the date of the event of exit of the Partner, net of withdrawals, *plus* interest thereon at Twelve (12) per cent per annum to the date of the event, *plus* share of current profits, if any, in the broken part of the year next following determined in

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terms of this Agreement, either in one lump-sum or as otherwise agreed with the retiring Partner or their personal or legal representatives, against an indemnity provided against the debts, engagements or other liabilities of the partnership devolving to the account of the Partner that existed.

24. **Expulsion of Partner** - This provision of this Agreement shall operate as an express agreement of all the Partners: a Partner may not be expelled by a unanimous decision of all the partners save in good faith and in the interest of the partnership business, only after a show-cause notice in writing is served on that Partner or designated Partner giving 7 days' time for response;
25. **Contracting on behalf of the LLP** - All contracting by way of placement of orders for supplies to the LLP shall be carried out only by the majority partners.
26. **Giving Credit** - No Designated Partner shall lend money or give credit to or have any dealings on behalf of the LLP with any person or company or LLP or other entity whose credit-worthiness is doubtful and who is forbidden due to former crisis of confidence confronted by the LLP in dealing with him or it.
27. **Acts forbidden** - Without the consent given in writing by all the Partners holding majority of the contribution to the capital of LLP, no Partner shall -
  - a. Transfer, assign otherwise encumber share in the assets or profits of the LLP;
  - b. Do any act that may conflict partners interest with the interest of the LLP or any of its other Partners;
  - c. Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
  - d. Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
  - e. Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
  - f. Unauthorized withdrawals or acceptance or endorsing any bill of exchange or promissory note on LLP's account;
  - g. Draw and sign any Cheque on behalf of the LLP unauthorized on its banking account;
  - h. Remit the whole or part of any debt due to the LLP;
  - i. Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;
  - j. Commit to buy or buy any immovable property for the LLP;
  - k. Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
  - l. Share business secrets of the LLP with outsiders;
  - m. Submit a dispute relating to the LLP's business to arbitration;
  - n. Open a banking account on behalf of the LLP in their own name;
  - o. Commit to compromise or relinquish any claim in whole or in part of the LLP;
  - p. Withdraw a suit filed on behalf of the LLP;
  - q. Admit any liability in a suit or proceeding against the LLP;

< Swathi

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**28. Notice -**

(1) To the LLP - Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP.

(2) To a Partner - Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner at the registered office of the LLP or by sending the same by registered post to usual or last known address.

**29. Term of validity of deed -** Duration of this Agreement shall be at will beginning from the date first above mentioned, subject to the condition that this deed may be amended/ modified/terminated by the consent of all the Partners holding majority of the contribution to the capital of the LLP hereto, upon such terms and conditions or with such modifications as may be mutually agreed upon between the Partners holding majority of the contribution to the capital of the LLP.

**30. Covenant against breaking away -** During the currency of the subsistence of this agreement, none of the Parties hereto shall be entitled to part with the LLP unless mutually agreed upon in writing by all the Partners holding majority of the contribution to the capital of the LLP.

**31. Termination & Dissolution -** If at any time, owing to losses or any other cause whatsoever, Three-fourths of the entire capital of the LLP shall has been lost or not represented by available assets, a majority in value of the Partners may require the LLP to be dissolved and wound up, as if the same has occurred by efflux of time.

**32. Arbitration - (1)** All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners holding majority of the contribution to the capital of the LLP in writing, failing which all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of all the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act shall apply accordingly.

**33. Alteration or amendment -** No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP to the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by all the Partners holding majority of the contribution to the capital of the LLP by themselves or acting through them as their legal representative(s), as on the relevant date of alteration, amendment or change.

*Swathi*

*Kiray*

34. Entire agreement, Severability & Waiver -

- a) The foregoing constitutes the entire agreement between the Parties hereto on the subject-matter.
- b) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.
- c) A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf, shall not operate as a waiver of the same forever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written, signed and delivered by



Ms. Nallacheruvu Swathi (First Party)

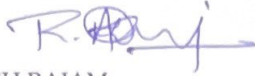


Mr. Nallacheruvu Kiran kumar ( Second Party)



Witness

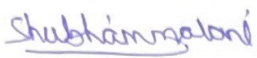
1. Signature:



Name: AKASH RAJAM

Address: 4-3-35/6, VALMIKI NAGAR, TANDUR, VIKARABAD DIST.,  
TELANGANA, 501141

2. Signature:



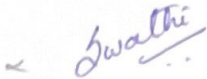
Name: SHUBHAM MALANI

Address: 1-4-6/2, NAGESHWAR NAGAR COLONY, STREET NO. 2 NAGOLE  
ROAD, KOTHAPET, TG, 500060

1. SCHEDULE 1

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY MAJORITY OF THE PARTNERS:

- a) Any alteration to this LLP Agreement;
- b) Appointment of Designated Partner;
- c) Assignment and transfer of partnership rights, by the Partners in any way.
- d) Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- e) Change in the objects of LLP;
- f) Change in the Name of the LLP
- g) Shifting of Registered office of LLP
- h) Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- i) Winding up and dissolution of the LLP.



Ms. Nallacheruvu Swathi (First Party)



Mr. Nallacheruvu Kiran kumar ( Second Party)



**Witness**

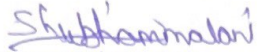
1. Signature:



Name: AKASH RAJAM

Address: 4-3-35/6, VALMIKI NAGAR, TANDUR, VIKARABAD DIST., TELANGANA,  
501141

2. Signature:



Name: SHUBHAM MALANI

Address: 1-4-6/2, NAGESHWAR NAGAR COLONY, STREET NO. 2 NAGOLE ROAD,  
KOTHAPET, TG, 500060