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LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

APSS TRADESPHERE LLP

DATE OF AGREEMENT; PARTIES



This Limited Liability Partnership Agreement (the "Agreement"), dated as on 14 September 2025, is among the following parties (the "Partners"):

1. Mrs. MONI SINGH Bearing (PAN: KIGPS8420G) S/o DURGA KUNWAR R/o KATRA GAIGHAT MUZAFFARPUR 843321 BIHAR
2. Mr. AYODHYA SINGH Bearing (PAN: HLDPS6150Q) S/o SARYUG SINGH R/o VILL-CHAUTH UFF JAMALPUR KODAI, TOLA -CHAUTH URF JAMALPUR KODAI PANCHAYT: JAMALPUR KODAI, BLOCK GAIGHAT DIST- MUZAFFARPUR BIHAR 843321.

STATEMENT OF BACKGROUND

The Partners incorporated APSS TRADESPHERE LLP having its Registered office situated at C/O AYODHYA SINGH, VILL-CHAUTH URF JAMALPUR, Katra (Muzaffarpur), Jamalpur Police Station, Katra, Muzaffarpur- 843321, Bihar, India on 13 September 2025 LLP Registration Number (LLPIN:) ACR-3640 under the provisions of Limited Liability Partnership Act, 2008 (the "LLP Act"), by subscribing incorporation document in Form FiLLip.

A. The registered office of the LLP shall be situated in the state of BIHAR.

B. The Limited Liability Partnership shall carry the following business activities:

- i. To carry on the business of trading, wholesale distribution, import, export, marketing, and supply of food products including fox nuts, spices, condiments, grains, and other allied goods, both in domestic and international markets.
- ii. To engage in the wholesale trade of diverse goods and merchandise of all kinds under the category of other non-specialized wholesale trade not elsewhere classified (NIC 46909), including dealing in multiple product lines across industries.
- iii. To carry on wholesale trading via e-commerce platforms (NIC 46901), establishing and operating digital marketplaces, B2B portals, and online platforms for trading goods in bulk, excluding activities of commission agents.
- iv. To carry on packaging activities (NIC 82920), including preparing, filling, labeling, branding, wrapping, sealing, and providing customized packaging solutions for food products, beverages, consumer items, and industrial goods.
- v. To design, develop, establish, operate, and maintain online trading platforms, e-commerce websites, digital applications, and technology-driven solutions for wholesale distribution of goods and services.

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- vi. To source, procure, stock, market, distribute, and sell goods and commodities of all descriptions through physical, digital, and hybrid trading channels, including wholesale, retail, and direct-to-consumer (D2C) models.
- vii. To undertake export and import of goods, merchandise, and commodities through online and offline channels, including cross-border e-commerce, ensuring compliance with applicable foreign trade and regulatory laws
- viii. To enter into contracts, collaborations, and arrangements with manufacturers, producers, suppliers, distributors, and service providers for procurement, trading, distribution, and packaging of goods.
- ix. To provide value-added services including private labeling, repackaging, customized packaging solutions, and logistics support in connection with the sale and distribution of goods.
- x. To establish warehouses, storage facilities, fulfillment centers, and logistics arrangements for efficient supply chain management, order processing, packaging, and delivery of goods.
- xi. To carry out research, product development, branding, and marketing activities for promoting the sale and distribution of fox nuts, spices, and other consumer/industrial products in domestic and international markets.
- xii. To carry on all such other incidental or ancillary activities as may be necessary, desirable, or conducive for the attainment of the above objects, and to comply with all applicable laws, rules, and regulations in force.

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TERMS AND CONDITIONS

The parties, intending to be legally bound, agree as follows:



Section 1: INTRODUCTORY PROVISIONS CONCERNING THE LLP

1.1 INTERPRETATION

- This Agreement shall be interpreted in accordance with EXHIBIT A.
- Reference to a statute or statutory provision includes a reference to that statute or statutory provision as amended, extended, or re-enacted.
- Words denoting the singular include the plural and vice versa.
- References to sections, sub-sections, paragraphs, or Exhibits are to sections, sub-sections, paragraphs, or Exhibits of or to this Agreement.
- Headings are for convenience only and shall not affect interpretation.
- Reference to a partner includes their personal representatives, estate, receiver, or trustee in bankruptcy.

1.2 LLP'S NAME

The name of the LLP is **APSS TRADESPHERE LLP**, which may be changed by affirmative vote of all partners.

- The initial partners shall be the parties to this agreement.

Additional Partners shall be added to the LLP only in accordance with Sections 9 and 10 (concerning, respectively, grants and transfers of Partnership rights).

- No Person or Body Corporate may be introduced as a new Partner without the consent of Majority of the Partners and such incoming Partner shall give his prior consent to act as Partner of the LLP.
- Consequent to admission of a new partner, the LLP Agreement shall be suitably modified subject to approval of Majority of the Partners.
- Specific functions and designation of a partner of the LLP are as set forth in **Exhibit B**

1.4 ENTITY STATUS OF LLP; OWNERSHIP OF LLP ASSETS

The LLP shall be a legal entity separate and distinct from its Partners. The LLP shall own all of its assets in its own name and neither Partner shall have any direct interest in those assets.

1.5 LLP'S PRINCIPAL BUSINESS ACTIVITIES

The LLP's principal purpose shall be as set forth above and as given. The LLP may also pursue any other business activities permitted by law and approved by affirmative vote of all partners and subject to compliance with provision of LLP Act and rules and regulations made thereunder.

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1.6 LLP'S POWERS

In pursuing its lawful purposes, the LLP shall have the power to do all things that its Partners are permitted to do under the LLP Act.

1.7 LLP'S DURATION

The duration of the LLP shall be indefinite and shall terminate only upon winding up in accordance with LLP Act.

1.8 LLP'S REGISTERED OFFICE

The LLP's registered office shall be as set forth in the Incorporation certificate. The LLP may change its registered office by affirmative vote of all partners and subject to compliance with provision of LLP Act and rules and regulations made there under.

1.9 RESERVATION OF LLP'S MANAGEMENT

The management of the LLP shall be reserved to the Partners.

1.10 LIMITED LIABILITY OF PARTNERS

No Partner shall be personally obligated to any third party for any debt, obligation or liability of the LLP solely because of being a Partner.

1.11 LLP'S ANNUAL ACCOUNTING PERIOD

The LLP's annual accounting period for financial and tax purposes shall be the financial year as defined in the LLP Act.

1.12 LLP'S ACCOUNTING METHOD

- a. **Indian Accounting Standards and Income Tax Definitions, Etc** In computing its income, deductions and other tax and financial matters, the LLP shall use definitions and rules to the extent available and applicable in Indian Accounting Standards and Income Tax Act, 1961 unless otherwise required under LLP Act.
- b. **Basis for Recognizing Income, Etc.** In determining when to recognize income, expenses and other financial matters, the LLP shall use the accrual basis.

1.13 LLP'S PROFIT OR LOSS

Unless the LLP Act provides otherwise, the LLP shall prepare the profit and loss account and balance sheet including statement of accounts and solvency in accordance with the provisions of the Income Tax Act, 1961, and profit or loss for any financial year means profit or loss determined in accordance with this Section 1.13 read with Section 1.12 of this Agreement.

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1.14 LLP'S AUDITORS

If accounts of the LLP require an audit under the provision of the LLP Act, the affirmative vote of all partners shall appoint Auditors who shall be a Chartered Accountant or a Firm of Chartered Accountants in practice. The affirmative vote of all partners terminates the LLP's relation with the auditors and may choose another auditor.



1.15 LLP'S COMPANY SECRETARIES

The affirmative vote of all partners shall appoint Company Secretaries or a Firm of Company Secretaries as and when required. By affirmative vote of all partners, the LLP may terminate relations with Company Secretaries and choose other Company Secretaries.

1.16 DESIGNATED PARTNERS

First designated partners of the LLP are as given in the incorporation document (FiLLip). Subject to the LLP Act and by affirmative vote of all partners, a partner may be appointed to the office of designated partner or removed from the office of designated partners.

Section 2: INTRODUCTORY PROVISIONS CONCERNING THIS AGREEMENT

2.1 BINDING EFFECT OF AGREEMENT; EFFECTIVE DATE

This Agreement shall bind the partners when all of them have signed it. The effective date of the Agreement (the "Effective Date") shall be the date as set forth above.

2.2 ADDITION OF LLP AS PARTY TO AGREEMENT

Upon the execution of this agreement, the LLP shall automatically become a party to this Agreement.

Section 3: PARTNERS' CONTRIBUTIONS TO THE LLP

3.1 PARTNERS' CONTRIBUTIONS TO THE LLP IN EXCHANGE FOR THEIR PARTNERSHIP RIGHTS

The LLP is having two kinds of partners' capital accounts:

1. Fixed Capital account;
2. Fluctuating Capital account.

- a. **Initial Contributions:** Partners shall, in exchange for their Partnership rights, make contributions to the LLP with cash, property, services, and promises of cash, property, and services identified in the attached Exhibit C and in accordance with all other terms set forth

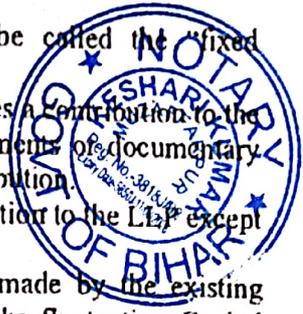
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in that Exhibit C. Hereinafter, the initial contribution shall be called the "fixed contribution".

- b. **Documentation of Contribution:** Promptly after any Partner makes a contribution to the LLP, the LLP shall file in the LLP's records one or more documents of documentary evidence or evidences showing that the Partner has made the contribution.
- c. **No Capital Calls:** No Partner shall be obligated to make a contribution to the LLP except as provided in Exhibit C and written amendments thereto.
- d. **Subsequent Partner Contributions:** Any further contribution made by the existing partners, unless otherwise decided, shall be contributed towards the fluctuating Capital account. Any new person admitted to the LLP as a partner after execution of this agreement shall make contributions either in the Fixed Capital account or Fluctuating Capital account in exchange for their Partnership rights as set forth in amendments to Exhibit C.



3.2 INTEREST ON CONTRIBUTIONS OR ON ACCRUED ALLOCATIONS

The Partners shall earn 10% interest on their contributions under this Section 3 or on amounts allocated to them under Section 5.

Section 4: LLP RECORD KEEPING AND BANK ARRANGEMENTS

4.1 LLP'S DUTY TO COMPILE AND MAINTAIN RECORDS AND INFORMATION IN COMPLIANCE WITH THE LLP ACT

The LLP shall compile and maintain at its registered office all records and information that the LLP Act requires it to compile and maintain.

4.2 LLP'S DUTY TO COMPILE AND MAINTAIN BOOKS OF ACCOUNT AND OTHER RECORDS REQUIRED FOR THE SOUND MANAGEMENT OF THE LLP

The LLP shall compile and maintain all books of account and other records that are necessary or appropriate for the sound management of the LLP's business and internal affairs.

4.3 LLP'S DUTY TO COMPILE AND MAINTAIN CERTAIN RECORDS CONCERNING CONTRIBUTIONS

The LLP shall compile and maintain records evidencing that its Partners have made to the LLP the contributions required of them under Section 3; and the value of these contributions.

4.4 BANKING ARRANGEMENT

The LLP shall open and operate one or more bank accounts, either current account or overdraft, with one or more banks as may be agreed upon by affirmative vote of all partners.

Section 5: LLP'S ALLOCATIONS AND DISTRIBUTIONS TO THE PARTNERS

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5.1 FORMULA FOR LLP'S ALLOCATIONS

The LLP shall allocate its profit or loss between the Partners in proportion to the Partners' partnership interest in LLP.

5.2 INTERIM DISTRIBUTIONS—IN GENERAL

Except as otherwise provided in Section 5.3, the following matters shall be determined by the affirmative vote of all partners:

- a. Whether the LLP shall make an interim distribution to the partners;
- b. The amount of any such distribution; and
- c. The timing of the distribution.

5.3 ALLOCATIONS OF DISTRIBUTIONS

All distributions by the LLP to the partners shall be in ratio of partnership interest.



Section 6: CAPITAL ACCOUNTS AND CURRENT ACCOUNTS

6.1 CAPITAL ACCOUNT

- a. **Maintenance of Capital Accounts:** A Partner's capital account shall at the relevant time have credited or debited to each of them as the case may be any Contributions made by them or any Repayments made to them.
- b. **Distributions in Liquidation of the LLP:** In connection with the LLP's liquidation, the LLP shall make distributions that leave each partner with a capital account of zero.

6.2 CURRENT ACCOUNT

A Partner's current account shall at the relevant time have credit or debit to each of them as the case may be any:

- a. Any share of profit or loss allocated under section 5.1; or
- b. Any interim or liquidation distribution under section 5.2; or
- c. Any interest on capital or loan from partner.

Section 7: PARTNER DISSOCIATIONS

7.1 CERTAIN EFFECTS OF DISSOCIATION UPON THE RIGHTS OF DISSOCIATED PARTNERS

If, after dissociation, a former partner retains all or any part of the former partner's Partnership interest, the former partner shall, subject to any contrary order by an arbitrator under Section 17, be entitled to the following rights:

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- a. **Information Rights:** Subject to reasonable restrictions as determined from time to time by the remaining partners, the former partner shall be entitled to inspect and copy at the former partner's own expense all LLP information reasonably relevant to allocations and distributions to the former partner in respect of the former partner's Partnership interest.
- b. **Dispute Resolution Rights:** The former partner shall be entitled to invoke the dispute resolution provisions of Section 17 with respect to the former partner's Partnership interest.
- c. **Liabilities:** A person who has been dissociated from the LLP shall have no liabilities to the LLP except liabilities that accrued to the partner before the partner's dissociation.

7.2 EVENTS OF DISSOCIATION—IN GENERAL

A partner shall be subject to dissociation from the LLP only upon the occurrence of an event identified in Sections 7.3 through 7.7. The effective date of each such dissociation shall be as set forth in this Section 7.

7.3 DISSOCIATION UPON RESIGNATION

- a. **Resignation—in General; Effective Date:** A partner (the "resigning partner") shall be dissociated upon resigning from the LLP in compliance with Section 7.3(b). The effective date of the dissociation shall be the effective date of the resignation.
- b. **Notice; Effective Date:** Any Partner may cease to be a Partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other Partners of his intention to resign/retire as Partner. On the expiry of the notice period or at an earlier date at the discretion of continuing Partners, the resigning/retiring Partner shall cease to be a Partner in the LLP.

7.4 DISSOCIATION UPON DEATH

- i. A partner shall be dissociated upon the partner's death. The effective date of the dissociation shall be the date of the partner's death.
- ii. On the death of either of the Partners, the other Partners agree to admit within thirty (30) days of the date of receipt of intimation of death, such persons as identified in the column standing corresponding to the name of the Partner in the table below as a Partner, on the same terms and conditions as the Deceased Partner.

Sr. No.	Name of the Designated Partner/Partner	Name of the Nominee
1	MONI SINGH	
2	AYODHYA SINGH	

On the death of any Partner, if his heir/heirs opt not to become the Partner, the surviving Partners shall have the option to distribute the profit share of the outgoing partner in the same ratio as it existed between them just before the death of the deceased partner. In case any nominee mentioned herein pre-deceases the partner he/she is nominee of, such partner shall intimate the same to the other partners within 60 days of the nominee's death and nominate another person as heir/heirress.

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7.5 DISSOCIATION UPON DISABILITY

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- a. **Option to Dissociate:** If a partner incurs any disability, the other partner shall have the option to dissociate the partner if the other partner reasonably determines that the dissociation is in the LLP's best interest.
- b. **Right of Disabled Partners to Appoint Proxies:** If, because of a disability or other reason, a partner is unable to exercise the partner's rights as a partner under this Agreement, the partner or the partner's legal representative may appoint a proxy to exercise these rights if the other partner gives advance written consent to this appointment. The other partner shall not unreasonably withhold this consent.

7.6 OPTIONAL DISSOCIATION UPON PARTNER INSOLVENCY

All other partners shall have the option to dissociate the other partner if:

- The other partner files for insolvency or any similar relief; or
- One or more creditors of a partner file a petition to have the partner declared insolvent or any similar petition and this petition is not dismissed; and
- The non-insolvent partner reasonably determines that the dissociation is in the LLP's best interest.

7.7 DISSOCIATION UPON EXPULSION

A partner (the "initiating partner") may seek the expulsion of the other partner in arbitration under Section 17. The arbitrator in any such arbitration may expel the breaching partner if the initiating partner proves by a preponderance of evidence that the other partner has engaged or is likely to engage in misconduct that has caused or is likely to cause serious injury to the LLP.

Section 8: REDEMPTIONS AND CROSS-PURCHASES OF PARTNERSHIP RIGHTS

8.1 NO PUTS AND CALLS OF PARTNERSHIP RIGHTS EXCEPT AS PROVIDED IN THIS SECTION

Except as expressly provided in this Section 8:

- No Puts.** A dissociated partner shall have no right to require the LLP to redeem or the other partner to cross-purchase all or any part of the dissociated partner's partnership rights.
- No Calls.** The LLP shall have no right to redeem and the non-dissociated partner shall have no right to cross-purchase all or any part of the partnership rights of a dissociated partner.

8.2 OPTION OF LLP TO REDEEM AND OTHER PARTNER TO CROSS-PURCHASE THE PARTNERSHIP RIGHTS OF DISSOCIATED PARTNER

Upon a partner's dissociation from the LLP for any reason, the LLP shall have an option to redeem and the other partner shall have an option to cross-purchase all (but not less than all) of the dissociated partner's partnership rights for the price and upon the other terms set forth in Section

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8.3 OPTION OF DISABLED OR DECEASED PARTNER TO REQUIRE REDEMPTION OR CROSS-PURCHASE OF THE PARTNER'S PARTNERSHIP RIGHTS

If a partner is dissociated from the LLP by reason of death or disability, the dissociated partner or the dissociated partner's heir or other legal representative may require the LLP to redeem or the other partner to cross-purchase all (but not less than all) of the dissociated partner's partnership rights in accordance with Section 8.4.



8.4 BUY-OUT TERMS

The price terms and other terms of any redemption or cross-purchase under this Agreement upon a partner's dissociation shall be as determined by the partners or their representatives on or promptly after the effective date of the dissociation, or, if they cannot agree, in arbitration under Section 17.

8.5 CHOICE BETWEEN REDEMPTION AND CROSS-PURCHASE

Wherever this Agreement permits a choice between the redemption of the partnership rights of a dissociated partner by the LLP or the cross-purchase of these rights by the other partners, the other partners shall determine whether the transaction in question shall be redemption, a cross-purchase or a combination of redemption and a cross-purchase.

Section 9: LLP GRANTS OF PARTNERSHIP RIGHTS

9.1 LLP GRANTS OF PARTNERSHIP RIGHTS TO THIRD PARTIES

After the execution of this agreement, whether the LLP shall grant partnership rights to third parties and the terms of any such grant shall be decided by affirmative vote of all partners.

9.2 LLP GRANTS OF ADDITIONAL PARTNERSHIP RIGHTS TO PARTNERS

After the execution of this agreement, whether the LLP shall grant additional partnership rights to a partner and the terms of any such grant shall be decided by the affirmative vote of all partners.

Section 10: PARTNERS' SALES AND OTHER TRANSFERS OF THEIR PARTNERSHIP RIGHTS TO THIRD PARTIES; PLEDGES

10.1 REQUIREMENT OF CONSENT OF OTHER PARTNER FOR TRANSFERS OF PARTNERSHIP RIGHTS TO THIRD PARTIES

No partner shall transfer all or any part of the partner's partnership rights to any third party except with the affirmative vote of all partners.

10.2 REQUIREMENT OF CONSENT OF OTHER PARTNER FOR PLEDGES OF PARTNERSHIP RIGHTS

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No partner shall pledge all or any part of the partner's partnership rights to any person, except with the affirmative vote of all partners.



Section 11: PARTNER MEETINGS

- a. There shall be no mandatory requirement of annual or other periodic meetings between the partners.
- b. Any partner may call a meeting of the partners at any reasonable time for any reasonable purpose, as and when required by giving prior notice of at least seven (7) days to all the Partners at their residential address or by Email provided by the individual Partners to the LLP. Provided that the meeting may be called at shorter notice, if majority of the Partners agree in writing to the same either before or after the meeting.
- c. All the matters related to the LLP as mentioned in EXHIBIT D to this Agreement shall be decided by the Majority of the partners of the LLP.

Section 12: PLACE AND MANNER OF HOLDING MEETINGS

- i. With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing, Video Conferencing or any other audio-visual means.
- ii. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience and agreement of Partners.
- iii. At any time, any of a partner of the LLP, being a body corporate, it shall be deemed to be present, if it is represented by any individual holding a valid letter of authority/ power of attorney/resolution allowing such individual to represent the body corporate in the meetings of Partners of the LLP.

Section 13: QUORUM FOR MEETINGS

- i. At least two partners or two-third whichever is higher present in person shall be a quorum for a Meeting of partners of the LLP.
- ii. If, at the expiration of half an hour from the time appointed for holding a meeting of the LLP, a quorum shall not be present, the meeting if convened by or upon the requisition of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the majority of Designated Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact, the business for which the meeting was called.

Section 14: PARTNER VOTING

- i. Each material matter relating to the day to day LLP's business and internal affairs (a "partner matter") shall be decided by affirmative vote of all partners.
- ii. Each partner shall cast one vote on each partner matter.

Section 15: POWERS OF DESIGNATED PARTNERS

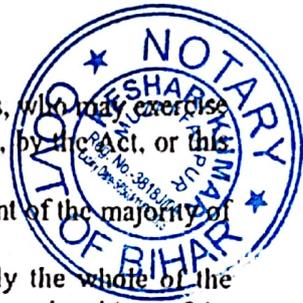
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- i. The business of the LLP shall be managed by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of the LLP
- ii. Provided that the Designated Partners shall not except with the consent of the majority of the Partners:
 - a. Sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
 - b. Remit or give time for the repayment of, any debt by a Designated Partner;
 - c. Invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking as is referred to in Clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- iii. Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:
 - a. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
 - b. To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.
 - c. To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
 - d. To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the LLP and its unpaid contribution for the time being or in such manner as they may think fit.
 - e. To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
 - f. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
 - g. To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
 - h. To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.
 - i. To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realise such investments.
 - j. To execute in the name and on behalf of the LLP in favour of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may



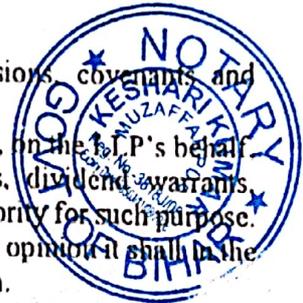
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- contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- k. To determine from time to time who shall be entitled to sign, on the LLP's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
 - l. To comply with requirements of any local law which in their opinion shall be in the interest of the LLP be necessary or expedient to comply with.
 - m. From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
 - n. From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorise the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
 - o. At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Designated Partners may from time to time think fit, and any such appointment may (if the Majority of Designated Partners thinks fit) be made in favour of the Members of any local board, established as aforesaid or in favour of any LLP or the partners, directors, nominees or managers of any LLP or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.
 - p. For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.
 - q. From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.



Section 16: BORROWING POWERS

APSS TradeSphere LLP
 LLPIN: ACR-3640
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- i. The LLP may, from time to time at its discretion, borrow funds from its Partners or public banks or any financial institutions or any other individual/ body corporate for meeting its working capital requirements, and any other administrative and strategic requirements with the approval of all the Designated Partners.
- ii. In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the LLP (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.
- iii. The LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.
- iv. Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of Majority of the partners of the LLP.
- v. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.



Section 17: PARTNERS' RIGHTS TO LLP RECORDS AND INFORMATION; CONFIDENTIAL

- a. **Right of Access, Etc.** Each partner shall have an unrestricted right to access, copy and use LLP records and information. However, each partner shall maintain the confidentiality of confidential LLP records and information.
- b. **Confidentiality.** Each partner shall maintain the confidentiality of confidential LLP records and information.

Section 18: LLP MANAGEMENT

18.1 PARTNERS' RESPONSIBILITY FOR MANAGING THE LLP
 The partners shall have equal responsibility for managing the business and internal affairs of the LLP.

18.2 PARTNERS' AGENCY AUTHORITY; RESTRICTION ON EXERCISE OF AGENCY AUTHORITY

- a. **Contract-signing Authority—in general.** Subject to Section 14.2(b), by affirmative vote of all partners.
- b. **Limitation of Contract-signing Authority.** Except by affirmative vote of all partners, no partner shall bind the LLP:

i. **APSS TradeSphere LLP** any matter or related series of matters (including contract matters) involving an aggregate financial commitment by the LLP exceeding Rs.50,000/- or

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- ii. In any matter outside the ordinary course of the LLP's business

18.3 PARTNERS' COMPENSATION AND FRINGE BENEFITS

- a. The compensation and fringe benefits (remunerations) to which the partners (working partner) as give in Exhibit B shall be determined by affirmative vote of all partners from time to time subject to applicable rules and regulations under Income Tax, Act, 1961.
- b. The maximum remuneration payable to working partners of LLP shall be calculated as given below in accordance to the provision of Income Tax, Act 1961.
- on the first Rs. 6,00,000 of the book-profit or in case of a loss Rs. 3,00,000 or 90% of the book profit, whichever is higher
 - On the balance of the book-profit 60% of the book profit
- c. Upon any change in the rates of maximum remuneration payable to working partners pursuant to amendment to Income Tax Act, 1961 or rules made thereunder, the maximum remuneration shall be the prevailing rates under the Income Tax Act, 1961.

Section 19: PARTNERS' FIDUCIARY DUTY OF CARE

The partners shall perform their duties under this Agreement with the knowledge, judgment, skill, diligence, initiative and timeliness that an ordinarily competent person in a like position would use under similar circumstances.

Section 20: PARTNERS' FIDUCIARY DUTY OF LOYALTY

In all matters arising under or relating to this Agreement or relating to the business and internal affairs of the LLP, each partner shall owe a fiduciary duty of loyalty to the LLP and to the other partner, including a duty not to compete against the LLP while the partner is a partner.

Section 21: MANDATORY ARBITRATION

21.1 MANDATORY ARBITRATION

- a) If any dispute arises between the partners under or relating to this Agreement or relating to the LLP's business or internal affairs that the partners cannot resolve voluntarily between themselves, then, unless the partners agree otherwise in writing at the time, they shall resolve the dispute by arbitration by a single arbitrator under this Section 17.
- b) The matters subject to arbitration under this Section 17 shall include partner matters on which the partners are deadlocked.

21.2 ARBITRATION AND CONCILIATION ACT, 1996

Any arbitration under or relating to this Agreement or relating to the LLP shall be conducted by a single arbitrator, in accordance with Arbitration and Conciliation Act, 1996.

Section 22: GENERAL PROVISIONS

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22.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties concerning its subject matter and it replaces all prior agreements among them, whether written or oral, concerning this subject matter.

22.2 AMENDMENT OF AGREEMENT

No amendment of this Agreement shall be valid unless it is approved by affirmative vote of all partners, and is in writing, and is signed by partners as decides.

22.3 GOVERNING LAW

This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of India. The Partners irrevocably agree that the courts of BIHAR State have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

[THIS PAGE ENDS HERE. THE PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE.]

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APSS TradeSphere LLP
LLPIN: ACR-3640
Registered Office: Kanta,
Muzaffarpur, Bihar

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KESHARI KUMAR
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Muzaffarpur (Bihar)



EXHIBIT A

DEFINITIONS AND INTERPRETATION

ALLOCATION: Allocation by the LLP to a partner of the LLP's profit shall mean an apportionment of profits or loss to the partner's current account.

BOOK PROFIT: Book Profit means profit of LLP computed in the manner laid down in Chapter IV D of Income Tax Act, 1961.

CONTRIBUTION: Contribution shall mean any cash, property, or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services that a person contributes to the LLP in exchange for the person's partnership rights.

DISABILITY: Disability means any physical or mental impairment incurred by a partner that substantially prevents the partner from performing the partner's responsibilities to the LLP for a period of 180 consecutive days.

DISSOCIATION OF A PARTNER: The dissociation of a Partner shall mean the termination of all of the Partner's Partnership rights except, (a) The Partner's Partnership interest; (b) The rights identified in Section 7.1; and (c) Any rights the Partner may have under Section 8.

DISTRIBUTION: Distribution by the LLP to a Partner shall mean any transfer of its cash or other assets to the Partner except; (a) Payments to a Partner relating to transactions of the LLP with Partners acting in capacities other than as Partners; (b) Payments to a Partner for services to or for the LLP or payment of interest on capital or loan from partner; and (c) Reimbursements of expenses to a Partner.

INTERIM DISTRIBUTION: An interim distribution to a Partner shall mean any distribution except a liquidating distribution.

LIQUIDATING DISTRIBUTION: A liquidating distribution shall mean a distribution to a Partner in connection with: (a) The LLP's partial or complete redemption of the Partner's Partnership rights; or (b) The LLP's dissolution and liquidation.

PARTNER'S DUTY OF LOYALTY: Partner's duty of loyalty means the partner's fiduciary duty to act in a manner that the partner reasonably believes to be the best interest of the LLP and the other partner.

PARTNER MATTER: All matters relating to the business and internal affairs of the LLP (day to day management) not specifically provided in this Agreement.

PARTNER'S PARTNERSHIP INTEREST OR PARTNERSHIP INTEREST: Partner's Partnership interest shall mean the partner's right under this Agreement and under the LLP Act to receive: (a) Allocations of the LLP's profit and loss; and (b) Distributions of the LLP's cash and other assets.

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PARTNERSHIP RIGHTS OF A PARTNER: Partnership rights of a partner shall mean the totality of the partner's rights as a partner under the Agreement and the LLP Act including both (a) Economic rights; and (b) Non-economic rights (such as voting rights, agency rights, right to receive notice of, to attend and to participate in meetings, rights with respect to LLP information, fiduciary rights and dispute resolution rights). A partner's economic rights shall include but shall not necessarily be limited to, the partner's Partnership interest.

PLEDGE: Pledges shall include mortgages and all other arrangements under which a partner provides another person with an interest in all or any portion of the partner's partnership rights in order to secure an obligation of the partner.

PROFIT OR LOSS: Profit or loss of the LLP means profit or loss determined for a financial year in accordance section 1.14.

RESIGNATION: Resignation of a partner shall mean the partner's voluntary renunciation of all of the partner's partnership rights except the rights identified in Sections 7.1 and 7.2.

VOTE: "Vote" shall mean any expression of consent or dissent, whether by voice, by show of hand, or in writing by any partner on a partner matter.

WORKING PARTNER: Working partner meaning a partner who is actively engaged in the conducting the affairs of business of the LLP and include managing partner and executive partners.

YEAR: Year means period starting from 1st April of a year and ending 31st March of next year.

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EXHIBIT B

WORKING PARTNERS AND DESIGNATION



Name of each working Partner of the LLP and their designation

Ayodhya Singh DESIGNATED PARTNER

Moni Singh DESIGNATED PARTNER

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Handwritten signature of Moni Singh

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Muzaffarpur, Bihar

ATTESTED
Handwritten signature of Keshari Kumar
KESHARI KUMAR
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EXHIBIT C

PARTNER CONTRIBUTIONS, RIGHTS & DUTIES



In exchange for their respective Partnership rights in the LLP, each Partner shall make the following contributions of cash, property and services to the LLP in accordance with the following terms and conditions:

1. Mr. MONI SINGH shall contribute Rs. 9000 in Fixed Capital account which constitute 90% Partnership interest (profit share) in the LLP.
2. Mr. AYODHYA SINGH shall contribute Rs. 1000 in Fixed Capital account which constitute 10% Partnership interest (profit share) in the LLP.

Any contribution over and above the fixed contribution by the partners, shall be contributed towards the Fluctuating Capital account unless otherwise decided.

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RIGHTS OF PARTNERS



1. All the Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their contribution to the capital
2. 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 and moreover he shall not use the name of the LLP to carry on the said business.
3. Every Partner has a right to have access to and to inspect and copy any books of account / documents, etc. of the LLP.
4. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.
5. Upon insolvency of a Partner his or her rights, title and interest in the LLP shall come to an end.
6. If any partner shall advance any sum of money to APSS TRADESPHERE LLP over and above his due contribution to capital, the same shall be a debt due from 'APSS TRADESPHERE LLP' to the partner advancing the same and shall carry simple interest at the rate not exceeding 12% per annum or any other rate decided by the partners unanimously.

DUTIES OF PARTNERS

1. Every Partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the Limited Liability Partnership.
2. Every Partner shall indemnify the Limited Liability Partnership and the other existing Partners for any loss caused to it by his fraud in the conduct of the business of the Limited Liability Partnership.
3. Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.
4. No Partner shall without the written consent of all the other Partners of the LLP:
 - o Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
 - o Lend money or give credit on behalf of the LLP or to have any dealings with any Persons, LLP or Firm whom the other Partners previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the Partner incurring the same.
 - o Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any thereof may be seized.

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- o Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a Partner therein.
- o Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by all the other Partners.



EXHIBIT - D

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF THE LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

- a. Increase or reduction in contribution.
- b. Increase/Decrease or removal of Designated Partners or change in working Designated Partners.
- c. Alteration of LLP Agreement.
- d. Modification in the right of Designated Partners.
- e. Placing of the LLP in Voluntary dissolution or liquidation.
- f. Amalgamation or merger of the LLP with other business or LLP.
- g. Declaration of dividend and its quantum, and other appropriations of profits.
- h. Termination / modification of Lease or License Agreement for the premises / equipment's taken on lease by the LLP before the expiration of the term of lease or License.
- i. Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.
- j. Sale or Assignment of goodwill of the LLP.
- k. Opening/closing of bank account(s) and modifying mandate for operation of such account(s).
- l. The approval of the annual financial, economic and investment plan as well as profit planning.
- m. All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.

22/11/2025

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Registered Office: Karta,
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Muzaffarpur (Bihar)



SIGNATURES AND DATES

In witness of their acceptance of the terms and conditions of this LLP agreement, the parties, by themselves have duly signed this Agreement as follows:

Name of the Partners

1. AYODHYA SINGH
2. MONI SINGH

Signatures

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moni

(If _____, Represented by _____ any and _____)

WITNESS-I:

[Handwritten signature]

Witness Signature

Name: Sujit Kumar
Fathers Name: Ayodhya Singh
Address: Muzaffarpur, Bihar
Occupation: Engineer

WITNESS-II:

Witness Signature

Name: _____
Fathers Name: _____
Address: _____
Occupation: _____

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