

महाराष्ट्र MAHARASHTRA

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CG 764962

28 FEB 2024

उप कोषागार अधिकारी/उप देखापाल
उप कोषागार कार्यालय, अम्बेनाथ, जि. ठाणे

LIMITED LIABILITY PARTNERSHIP AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

OF

HARMONY ORTHO PHARMA SOLUTIONS LLP

THIS Agreement of Limited Liability Partnership made at Ambenath this 01st day of March 2024.

BY AND BETWEEN

1. KRISHNA KUMAR URAMBATH, son of RAMAN KUTTY ADAT, an Indian Inhabitant, PAN: AAQPU3056J, residing at FLAT NO. 504, B2, SALISBURY, PHASE 2, MOHAN SUBURBIA, OPP AYYAPA TEMPLE, AMBERNATH WEST - 421501, Thane, Maharashtra hereinafter referred to as "the **FIRST PARTY**"(which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees),

Page 1 of 25

Krishna Kumar Urambath

[Signature]

वस्तु का प्रकार / अनुच्छेद नं.

Nature of Document/Article No. Agmt

इस नोदणी करणार आहेत का?

Whether it is to be registered Yes

नोदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव

If Registrable Name of S.R.O. _____

मोलकतीचे वर्णन

Property description in brief _____

मोबदला रक्कम

Consideration Amount _____

मुद्रांक विक्रीत घेणा-याचे नाव

Stamp Purchaser's Name Krishnakumar Urumbath

दुसऱ्या पक्षाचा नाव

Name of Other Party Harmany Ortho pharma Solutions LLP

इसते असल्यास त्याचे नाव व पत्ता

If through other person then Self

name & address _____

मुद्रांक शुल्क रक्कम 500/-

Stamp Duty Amount _____

मुद्रांक विक्री नोदणी अनु. क्र. / दिनांक

Serial No. 17477 / Date: 28 FEB 2024

मुद्रांक विक्रीत घेणा-याची सही

Stamp Purchaser's sign/date Koresh 17

परवानाधारक मुद्रांक विक्रीत्याची सही व परवाना क्र. व तसेच मुद्रांक

विक्री ठिकाण/पत्ता

Mrs. SWAPALI S. KADAM

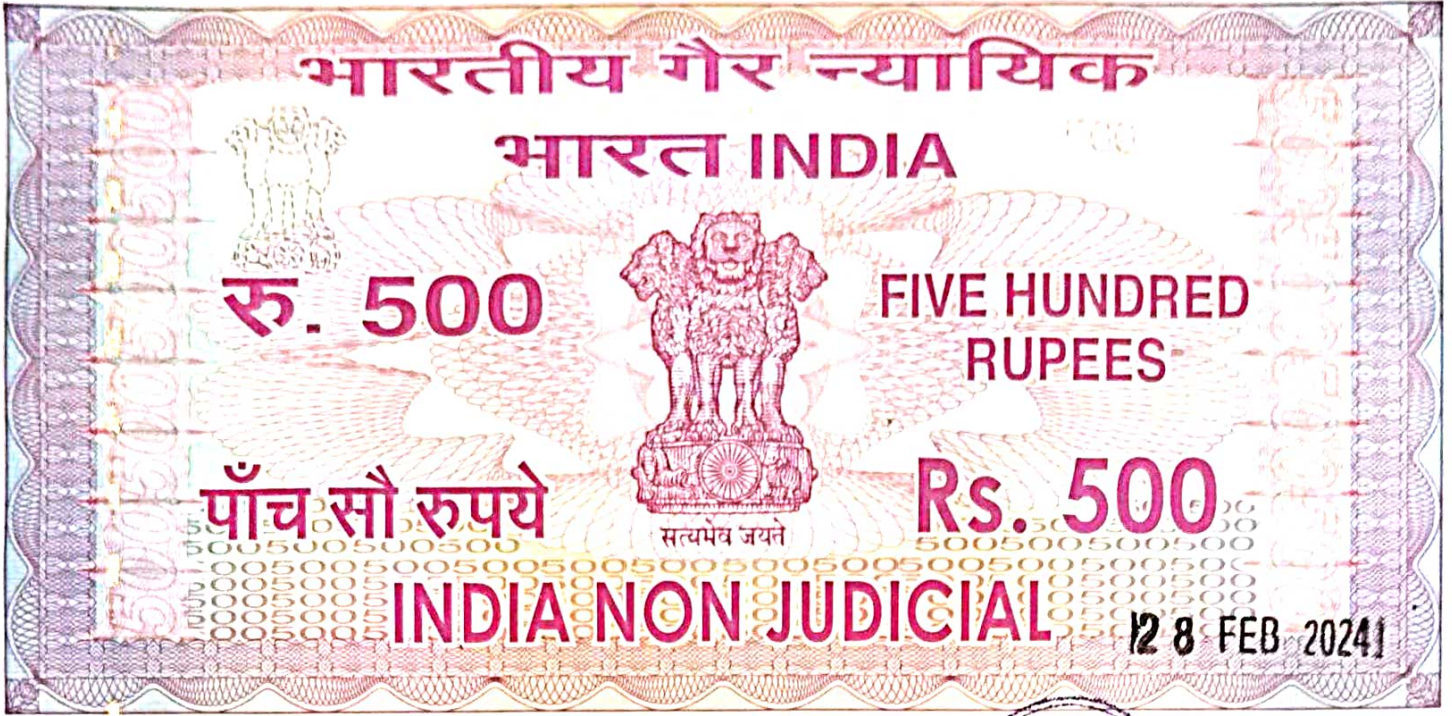
Stamp Vendor, Lic. No. 1212029

Opp. M.S.E.E. Office, J.L.B. Road, Ambart 28 FEB 2024

कारणासाठी ज्योती मुद्रांक खरेदी सेवा त्यांनी त्याच कारणासाठी

द्वारे एम.एस.ई.ई. कार्यालय व एम.एस.ई.ई. कार्यालय येथे





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28 FEB 2024

उप कोषागार अधिकारी/उप लेखापाल
उप कोषागार कार्यालय, उस्मानाबाद, जि. ठाणे

2. **VIPIN RADHAKRISHNAN NAIR**, son of **RADHAKRISHNAN NAIR**, an Indian Inhabitant, **PAN: AAOPN4610M**, residing at **MOHAN SUBURBIA, OXFORD PHASE 1, C 702, KHOJKHUNTAVLI, AYAPPA TEMPLE, AMBARNATH WEST – 421501, Thane, Maharashtra** hereinafter referred to as "the **SECOND PARTY**" (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees),
(THE FIRST AND SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS DESIGNATEDPARTNER AND COLLECTIVELY AS PARTNERS)

Krishna

[Signature]

स्वाभाव प्रकार/अनुच्छेद नं.

Nature of Document/Article No. Ag

क्या नोटिफिकेशन करणार आहेत का?

Whether it is to be registered

नोटिफिकेशन होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव

If Registrable Name of S.R.O.

विक्रीपत्राचे वर्णन

Property description in brief

देखदला रक्कम

Consideration Amount

मुद्रांक विक्रीत घेणा-याचे नाव

Stamp Purchaser's Name

विक्रीत घेणा-याचे नाव

Name of Other Party

क्या अतः अन्य व्यक्तीचे नाव व पत्ता

If through other person then

नाम व पत्ता

मुद्रांक शुल्क रक्कम

Stamp Duty Amount

मुद्रांक विक्री नोंदवडी अनु.नं./दिनांक

Serial No.:- 13477 /Date: 28 FEB 2024

मुद्रांक विक्रीत घेणा-याची सही

Stamp Purchaser's sign/date

परवानाधारक मुद्रांक विक्रीत घेणा-याची सही व परवाना नं. तसेच मुद्रांक

विक्री दिनांक/पत्ता

28 FEB 2024



Self

500/-

Keash

28 FEB 2024

Mrs. SWARNALI S. KADAM

Stamp Vendor, Lic. No. 1212020

(Opp. M.S.E.B. Office, K.B. Road, Ambarnath(W))

व कारणासाठी ज्योती मुद्रांक सेवेचे देता त्याची त्याच

द्वारे ग्राहक संस्थांकडून व मुद्रांक विक्रीत घेणा-यांक देण्यात येईल

28 FEB 2024

WHEREAS:

- i. The above-mentioned PARTIES have mutually agreed to carry on business & profession as traders and dealers of pharmaceuticals products, especially ortho-pharma products.
- ii. The First and Second Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.
- iii. The Parties of the First and Second Part hold valid Digital Signature Certificate (DSC) allotted to them by authorized Certifying Agency.
- iv. The Parties of First Part & Second Part agreed to become the Designated Partners (D.P.) of the proposed LLP.

Definitions:

In this Agreement unless the context otherwise requires:

- (i) **The Act and the said Act** shall mean the Limited Liability Partnership Act, 2008
- (ii) **The Rules and the said Rules** shall mean the Limited Liability Partnership Rules, 2009
- (iii) **Business-** Includes any trade, profession and/or occupation
- (iv) **Change-** Means a change in the constitution of the body of Partners and/or Designated Partners other than their admission afresh
- (v) **Designated Partners-** Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008
- (vi) **Partners-** Partners are those who are admitted to HARMONY ORTHO PHARMA SOLUTIONS LLP with the mutual consent of the Designated Partners and include the Designated Partner.
- (vii) **Profit sharing ratio-** Profit sharing ratio means the ratio in which the profits will be shared amongst the Partners in the ratio of their capital contribution in HARMONY ORTHO PHARMA SOLUTIONS LLP.



(viii) **Contribution-** Contribution means the amount brought in by the partners of HARMONY ORTHO PHARMA SOLUTIONS LLP.

(ix) **Profit Sharing Ratio-** Profit Sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP, and is more specifically described in Clause 13 of this Agreement.

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

1. Name:

Limited Liability Partnership shall be carried on in the name and style of 'HARMONY ORTHO PHARMA SOLUTIONS LLP' which is approved by ROC on 23rd day of February, 2024 having LLP Identification Number – ACF-6854 [hereinafter referred to as 'the LLP'].

2. Address:

HARMONY ORTHO PHARMA SOLUTIONS LLP shall have its Registered Office at Unit No. 238, Plot No. 30, Globe Business Park, Ambemath - 421501 and/or at such other place or places, as shall be agreed to by the majority of the Partners from time to time.

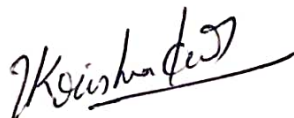
The First Party and Second Party shall be the Designated Partners on the incorporation of HARMONY ORTHO PHARMA SOLUTIONS LLP.

3. Initial Contribution:

The initial contribution of HARMONY ORTHO PHARMA SOLUTIONS LLP shall be Rs. 1,00,000/- (Rupees One Lakh Only) which shall be contributed by the Partners in the following proportions :

Sr No	Name of Partner	Amount in Rs.
1	Krishna Kumar Urambath	70,000/-
2	Vipin Radhakrishnan Nair	30,000/-
	Total	1,00,000/-

Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.



The LLP may decide to meet the additional requirement of funds by raising loans from the partners in which event they will be entitled to interest at 12% p.a. or at such rate as may be mutually decided by the partners computed on the yearly rest basis.

4. Common Seal:

The LLP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partners.

5. Profit Sharing Ratio:

All the Partners are entitled to share profit and losses in the following ratio

Sr No	Name of Partner	Share of Profit or Loss
1	Krishna Kumar Urambath	70 %
2	Vipin Radhakrishnan Nair	30 %
	Total	100%

6. Partners' Drawings:

All the partners will be able to withdraw an amount only to the extent of their respective share of profit after the accounts are finalized and the share of profit is ascertained and credited to their account.

7. Ownership of Assets:

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.

8. Intellectual Property, Fixed Assets & Goodwill

- The following intellectual property or assets shall be included as the property of and shall belong to the LLP; all domain names, website data and coding, all images (whether graphics or photographs), customer data, existing and future commercial agreements with outside third parties and all goodwill associated with the above.



- Furthermore all office equipment, materials and any other property shall also belong to the LLP. All other relevant goodwill built-up in the LLP shall also belong to the LLP.
- A valuation of the Assets, effects and of the Goodwill including the partnership name shall be made at three times the average net Yearly profits of the Preceding five years or the commencement of the LLP, whichever is less, for the purpose to determine the amount due to such a Partner who has exited, and the payment shall be met by the partners remaining with the LLP in proportion to their respective capital Contribution on the date of his exit within six (6) calendar months from the date of exit, any delay beyond, attracting interest @12% (twelve %) per annum from the date of expiry of the said six months till the actual date of payment. On such a Payment being made the share of the Partner exited in the goodwill shall stand vested in the remaining Partners of the LLP.

9. Bank Accounts:

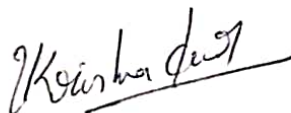
It is agreed that the bank accounts will be opened at Ambemath / Thane / Mumbai or at any other place as may be decided by the Partners. It is also decided that the bank accounts shall be operated singly by First Party or Second Party on either or survivor basis. This arrangement will continue till it is modified by mutual consent of all the partners.

10. Business of LLP:

The business of HARMONY ORTHO PHARMA SOLUTIONS LLP is to engage as traders and dealers in Pharmaceutical Products, specializing in Ortho Products or to engage in any other business in any other manner as may be decided by the all of the Partners.

Main Objects to include the following –

- To carry on the business as manufacturers, packer, marketer and dealers of anatomical, orthopedic and surgical appliances of all kinds, veterinary instruments, medical, curative and healing instruments and equipments generally artificial eyes and limbs, surgical, cosmetics, hospital, laboratory, observatory, chemical, electrical, photographic and scientific instruments, equipments, supplies, furniture articles and products.
- To start, run and maintain health e-commerce portal, web sites, mobile app, medical transcription centers, retail chains, and to offer wholesale, retail, e-tails, e-commerce





facilities, health consultancy and data processing and other healthcare services that can be offered through health web portal, web sites, etc.

11. Contribution:

- The Contribution of a Partner may be tangible, intangible, moveable or immoveable property.
- Subject to approval of all the partners, HARMONY ORTHO PHARMA SOLUTIONS LLP may call for bringing in additional amount of contribution from the existing partners in their profit sharing ratio, for meeting operational needs, working capital requirements and any other requirements.
- Such increase in contribution shall be done by amending the LLP Agreement to this effect with the approval of all partners and necessary compliance with all the requirements under the Act and Rules.
- The contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of all the partners. Such withdrawal of contribution shall be followed by a suitable modification of the LLP Agreement with the consent of all the partners.
- Unless all the Partners agree otherwise, the profit sharing ratio of any new Partner admitted in the LLP will be in proportion to his contribution of the LLP.
- The profit sharing ratio of the Partners may be altered subject to approval of all Partners.

12. Admission of New Partner:

- No Person or Body Corporate may be introduced as a new Partner without the consent of all the existing Partners.

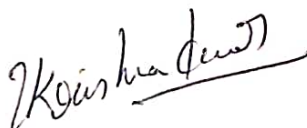
Such incoming Partner shall give his prior consent to act as Partner of HARMONY ORTHO PHARMA SOLUTIONS LLP.

Consequent to admission of a new partner, the LLP Agreement shall be suitably modified with the consent of all partners.

13. Resignation/ Retirement of Partner:

Any Partner may cease to be 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.



The accounts of the LLP shall be taken as closed on the date of resignation/retirement/transfer of partners' rights to other persons/person other than existing partners, and the amount found due from or payable to the Resigning/Retiring Partner/Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.

14. Death of Partner:

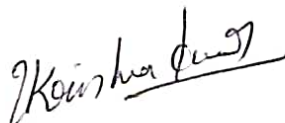
- On the death or retirement of any Party, if the number of partners is reduced to less than two, LLP business shall come to an end and will be considered as dissolved. In other cases, the LLP will not be dissolved by the death or retirement of any partner.
- Upon the death of any of the Partners herein the heirs, executors and administrators of such deceased Partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased Partner.
- On the death of any Partner, if his or her heir/heirs opt not to become the Partner, the surviving Partners shall have the option to get the profits of the LLP in the profit sharing ratio of the deceased Partner.

15. Removal of Partner

- No Partner can be expelled by the other Partners or a majority of Partners except in where he/she have been found guilty of carrying on any activity/business of HARMONY ORTHO PHARMA SOLUTIONS LLP for fraudulent purposes.
- A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such partner, to be heard.

16. Rights of Partner:

- 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.
- 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.

- Every Partner has a right to have access to and to inspect and copy any books of account/documents, etc. of the LLP.

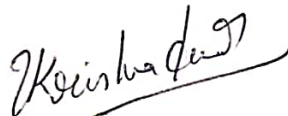
17. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.

18. Upon insolvency of a Partner his or her rights, title and interest in the LLP shall come to an end.

19. If the Premises, Plant and machinery and Furniture of any partner is utilized by the LLP, the same shall carry Rent/Hiring Charges as mutually agreed upon. If any of the employees of the existing business of any partner is utilized for the business of the LLP, the same shall be paid at stipulated rate and with all the benefits as continuous service.

20. Duties of Partners:

- 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.
- 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.
- Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.
- No Partner shall without the written consent of all the other Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP:
 - I. Employ any money, goods or effects of HARMONY ORTHO PHARMA SOLUTIONS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of HARMONY ORTHO PHARMA SOLUTIONS LLP.
 - II. Lend money or give credit on behalf of HARMONY ORTHO PHARMA SOLUTIONS LLP or to have any dealings with any Persons, Company 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 HARMONY ORTHO PHARMA SOLUTIONS LLP by the Partner incurring the same.

- III. 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 HARMONY ORTHO PHARMA SOLUTIONS LLP property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share in HARMONY ORTHO PHARMA SOLUTIONS LLP or any asset or property thereof or make any other person a Partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to HARMONY ORTHO PHARMA SOLUTIONS LLP except upon the written consent given by all the other Partners.

21. Extent of Liability of the LLP:

The LLP is not bound by anything done by a Partner in dealing with a person if:

- I. the Partner in fact has no authority to act for the LLP in doing a particular act; and
- II. the person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.

22. Meetings:

One or more meetings of the partners of the LLP may be held at any such time and at any such intervals as may be deemed fit by all the partners of the LLP.

23. Notice of Meeting:

- All the matters related to HARMONY ORTHO PHARMA SOLUTIONS LLP as mentioned in Schedule I to this Agreement shall be decided by a resolution passed by all the Partners.
- The meeting of the Partners may be called by giving 15 days prior notice to all the Partners at their residential address or by Email provided by the individual Partners in writing to the LLP. In case any Partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. 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.

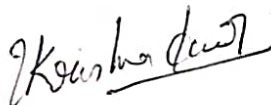


24. Requisition for Meetings:

- Any partner holding not less than one-tenth of the paid up value of contribution of HARMONY ORTHO PHARMA SOLUTIONS LLP, singly or jointly with one or more partners of the LLP, may make a requisition for convening and holding a meeting of the Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP. Such requisition made by the Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the date of the requisition being deposited at the Office to cause a meeting to be called; on a day not later than 30 (thirty) days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the contribution held by all of them or not less than one-tenth of such of the paid-up value of contribution of the LLP, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of deposit of the requisition as aforesaid.

25. Place and Manner of holding Meetings:

- With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.
- The meeting of Partners shall ordinarily be held at the registered office of HARMONY ORTHO PHARMA SOLUTIONS LLP or at any other place as per the convenience and agreement of Partners.
- At any time, any of a partner of HARMONY ORTHO PHARMA SOLUTIONS 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 HARMONY ORTHO PHARMA SOLUTIONS LLP.



26. Proxy:


- A partner of HARMONY ORTHO PHARMA SOLUTIONS LLP may, by executing a power of attorney or a letter of authority, appoint any individual as his proxy to represent such Partner in his absence, at the meetings of Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP. If such appointer is a corporation, such power of attorney/letter of authority shall be under the common seal of such corporation.
- Such proxy appointed by a Partner may or may not be another partner of HARMONY ORTHO PHARMA SOLUTIONS LLP, and such proxy should be deposited at the registered office of HARMONY ORTHO PHARMA SOLUTIONS LLP at least 24 hours before the time fixed for the meeting of Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP.

27. Quorum for Meetings:

- Both partners present in person shall be a quorum for a Meeting of partners of HARMONY ORTHO PHARMA SOLUTIONS LLP.
- If, at the expiration of half an hour from the time appointed for holding a meeting of HARMONY ORTHO PHARMA SOLUTIONS 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.

28. Chairman of the meeting:

- The majority of the partners may, at any time, elect any person amongst them as a Chairman to chair all or any of the meetings of the Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP held after his appointment as a Chairman.
- If the majority of the partners of HARMONY ORTHO PHARMA SOLUTIONS LLP have not appointed any Chairman or if at any meeting, such Chairman shall not be present within fifteen minutes of the time appointed for holding such meeting then the Partners present shall elect one of their Partners to be the Chairman.





- No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

29. Voting at meetings of Partners

- The voting for matters discussed at the meetings of Partners shall be by show of hands, unless voting by poll is demanded by the Partners.
- At the meetings of Partners, votes may be given either personally or by proxy. A body corporate, being a Partner of HARMONY ORTHO PHARMA SOLUTIONS LLP may vote either by a proxy or by a representative duly authorized by a Board resolution/power of attorney/ letter of authority, and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.
- Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, whether present in person or by proxy, shall be in proportion to his share of the paid-up contribution of the LLP.
- A Partner present by proxy shall be entitled to vote only on a poll but not on a show of hands, unless such Partner is a body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.
- The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll

30. Chairman's Casting Vote

- In the case of any equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the votes to which he may be entitled as a Partner.

31. Circular resolution

- The Partners may pass the necessary resolutions in writing by way of circulating the resolution in draft together with the necessary documents, relating to the business mentioned in Schedule I and such resolutions shall be binding on all the Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP.

K. Srinivasan

[Signature]

- On a poll taken at a meeting of Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP, a Partner entitled to more than one vote, or his proxy, or other person entitled to vote for him as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
- The Partners shall ensure that all decisions taken by them in meetings are recorded in the minutes within thirty (30) days of taking such decisions and are kept and maintained at the Registered Office of HARMONY ORTHO PHARMA SOLUTIONS LLP.

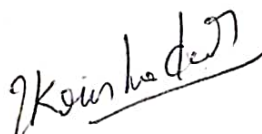
Each Partner shall:

- (i) Punctually pay and discharge the separate debts and engagement and indemnify the other Partners and HARMONY ORTHO PHARMA SOLUTIONS LLP assets against the same and all proceedings, costs, claims and demands in respect thereof;
- (ii) Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the HARMONY ORTHO PHARMA SOLUTIONS LLP business and affairs and of all transactions, matters and things relating thereto;
- (iii) Punctually and forthwith account for and pay in HARMONY ORTHO PHARMA SOLUTIONS LLP all moneys, cheques and other negotiable instruments whatsoever received by him for and on behalf of HARMONY ORTHO PHARMA SOLUTIONS LLP and shall punctually and forthwith credit or get credited the same in the books of accounts of HARMONY ORTHO PHARMA SOLUTIONS LLP;
- (iv) Each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of HARMONY ORTHO PHARMA SOLUTIONS LLP business and they all shall be the Working Partners.

32. Designated Partners:

Appointment of Designated Partners:

- The First Party and the Second Party shall act as the Designated Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.




- The majority of partners of HARMONY ORTHO PHARMA SOLUTIONS LLP may appoint, from time to time, any one or more members to be the Designated Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP, such that the minimum number of Designated Partners does not, at any time, falls below two.
- HARMONY ORTHO PHARMA SOLUTIONS LLP may from time to time, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

33. Resignation of Designated Partner:

- Any Designated Partner may resign from HARMONY ORTHO PHARMA SOLUTIONS LLP by giving a notice of 30 days to the LLP.
- The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the partners of HARMONY ORTHO PHARMA SOLUTIONS LLP within a period of 2 months from the date of resignation.

34. Removal of Designated Partner:

Any Designated Partner can be expelled by the other Partners or a majority of Partners by assigning the reason for removal of Designated Partner.

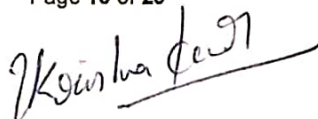
A Designated Partner may be expelled by giving a notice of thirty (30) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard.

The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all partners of HARMONY ORTHO PHARMA SOLUTIONS LLP within a period of 3 months from the date of removal.

35. Powers of Designated Partner:

The business of HARMONY ORTHO PHARMA SOLUTIONS 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 HARMONY ORTHO PHARMA SOLUTIONS LLP.

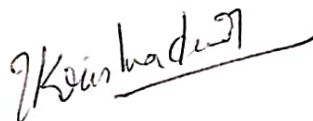
Provided that the Designated Partners shall not except with the consent of the majority of the Partners:-





- 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;

36. Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:

- 1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
- 2) To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorized 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.
- 3) 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.
- 4) 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 Company and its unpaid contribution for the time being or in such manner as they may think fit.
- 5) 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.
- 6) 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.
- 7) To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
- 8) To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.



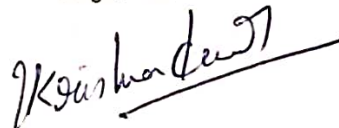
- 9) To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realize such investments.
- 10) To execute in the name and on behalf of the 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 contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- 11) 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.
- 12) To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
- 13) To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex-employees of the LLP and their wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chaw or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the majority of Designated Partners shall think fit.
- 14) To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.
- 15) To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think it, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also





from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.

- 16) To comply with requirements of any local law which in their opinion it shall in the interest of the LLP is necessary or expedient to comply with.
- 17) 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.
- 18) 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 authorize 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.
- 19) 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 Board 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 Company 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.
- 20) 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.





- 21) From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.
- 22) The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of the LLP.
- 23) All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as (the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.
37. All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.
38. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by HARMONY ORTHO PHARMA SOLUTIONS LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
39. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
40. **Remuneration of Designated Partners:**
- HARMONY ORTHO PHARMA SOLUTIONS LLP shall pay remuneration to designated partners as per the following clause:-
Before arriving at the Net profit or Loss of the business of the firm, the aforesaid working partners shall be allowed remuneration, in proportion to which they are entitled to share profits or losses, not exceeding the following amount:

On the first Rs. 3,00,000 of the book-profit or in case of a loss	Rs. 1,50,000 or at the rate of 90% of the book-profit whichever is more.
On the balance of the book-profit	At the rate of 60%

Krishna

[Signature]

Explanation:

For the purpose of this clause, the expression Book profit shall mean the Book Profit defined in section 40(b) of the Income-tax Act, or any statutory modifications or re-enactment thereof for the time being in force and as interpreted by the partners.

- The remuneration payable under this clause shall be determined only after the close of the year after computing the Book Profit and the same shall be credited at the close of the year. No Designated Partner shall be entitled to any remuneration until the Book Profit is determined.
- Notwithstanding anything stated hereinabove the interpretation of the meaning of the Book Profit arrived at by the partners for the purpose of computing remuneration to any partner under this sub-clause shall be final and binding to all the Designated Partner & remuneration computed accordingly shall be final and binding to all the Designated Partner and shall not be objected to & recomputed after the close of the books of the firm unless all the partners agree to re-compute the remuneration.

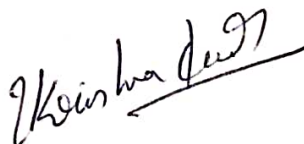
Provided also that the remuneration allowed to the partners may be changed when agreed upon by all the Designated Partners.

- HARMONY ORTHO PHARMA SOLUTIONS LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of HARMONY ORTHO PHARMA SOLUTIONS LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

41. Seal:

The Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Partners previously given.

42. Transfer or Assignment of rights:



- In case any of the Partners of HARMONY ORTHO PHARMA SOLUTIONS LLP desires to transfer or assign his interest in HARMONY ORTHO PHARMA SOLUTIONS LLP, he has to offer the same to the remaining Partners by giving 15 days notice.
- In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
- Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/deed, or the effective date of transfer/assignment, whichever is earlier.

43. Borrowing Powers:

- HARMONY ORTHO PHARMA SOLUTIONS 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.
- In respect of the funds borrowed, HARMONY ORTHO PHARMA SOLUTIONS LLP may provide as a security, all or any part of the property of the Company (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.
- HARMONY ORTHO PHARMA SOLUTIONS 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.
- Any borrowings made by the LLP may, at any time, be converted into contribution of HARMONY ORTHO PHARMA SOLUTIONS LLP and the lender of such funds may be converted into a Partner of HARMONY ORTHO PHARMA SOLUTIONS LLP, subject to approval of all partners of the LLP.
- 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

2Kashwan Dewshi

[Signature]

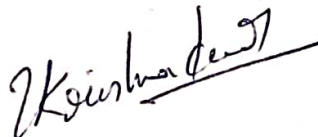
Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

44. Auditors:

The auditors can be appointed with the consent of all the Designated Partners of the LLP.

45. Miscellaneous Provisions:

- HARMONY ORTHO PHARMA SOLUTIONS LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him :
 - I. in the ordinary and proper conduct of the business of the Limited Liability Partnership; or
 - II. in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.
- The books of accounts of HARMONY ORTHO PHARMA SOLUTIONS LLP shall be kept for the reference of all the Partners at the Registered Office of HARMONY ORTHO PHARMA SOLUTIONS LLP or such other place as agreed by all the Partners.
- The accounting year of HARMONY ORTHO PHARMA SOLUTIONS LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of Incorporation of HARMONY ORTHO PHARMA SOLUTIONS LLP till 31st March of the subsequent year.
- The final accounts of HARMONY ORTHO PHARMA SOLUTIONS LLP containing the Profit & Loss Account and Balance Sheet shall be made within six(6) months after the 31st March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.
- It is expressly agreed that the bank account of HARMONY ORTHO PHARMA SOLUTIONS LLP shall be opened with any Scheduled Bank/s as the Partners may mutually decide and shall be operated jointly by First Party and Second Party or as otherwise agreed by all the Partners.
- Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to



writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.

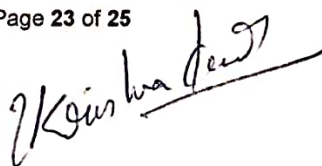
- All disputes between the Partners or between the Partner and the HARMONY ORTHO PHARMA SOLUTIONS LLP arising out of the Limited Liability Partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration
- as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

46. Winding up:

- HARMONY ORTHO PHARMA SOLUTIONS LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008 (and modifications thereof).

47. Entire Agreement, Severability & Waiver:

- The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.
- 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.
- 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 for ever 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.



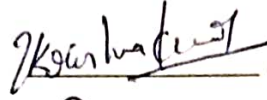
IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

Partners of: 'HARMONY ORTHO PHARMA SOLUTIONS LLP'

1. KRISHNA KUMAR URAMBATH

(First Party)



(Designated Partner)

SCHEDULE I

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF HARMONY ORTHO PHARMA SOLUTIONS 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) Changes in or removal of Designated Partners or change in working of 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/equipments 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.

