This Limited Liability Partnership Agreement ("Agreement") is made and entered into on this \_\_ day of **, 20**, by and between the following persons:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Partner 1").
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Partner 2").

(Collectively referred to as the "Partners").

**1. NAME AND REGISTERED OFFICE:**The name of the LLP shall be **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LLP**, and its registered office shall be at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. BUSINESS OBJECTIVE:**The LLP shall engage in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and such other businesses as may be decided by the Partners from time to time.

**3. CAPITAL CONTRIBUTION:**Each Partner shall contribute the following capital:

* Partner 1: INR \_\_\_\_\_\_\_\_
* Partner 2: INR \_\_\_\_\_\_\_\_

The contribution may be in cash or kind, as agreed upon.

**4. PROFIT AND LOSS SHARING:**Profits and losses of the LLP shall be shared among the Partners in the following ratio:

* Partner 1: \_\_\_%
* Partner 2: \_\_\_%

**5. MANAGEMENT AND DECISION MAKING:**All decisions shall be taken jointly by the Partners. However, for day-to-day operations, Partner \_\_\_ shall act as the Designated Partner.

**6. DUTIES AND RESPONSIBILITIES OF PARTNERS:**Each Partner shall perform their respective duties in the best interest of the LLP and in accordance with applicable laws.

**7. ADMISSION, RETIREMENT, AND REMOVAL OF PARTNERS:**

* New Partners may be admitted with the consent of all existing Partners.
* A Partner may retire by giving \_\_\_ days' written notice.
* A Partner may be removed under circumstances specified in this Agreement.

**8. BANK ACCOUNT AND FINANCIAL RECORDS:**The LLP shall maintain a bank account in its name, and financial records shall be maintained as per applicable laws.

**9. DISSOLUTION OF LLP:**The LLP may be dissolved by mutual consent or as per the provisions of the LLP Act, 2008.

**10. ARBITRATION AND DISPUTE RESOLUTION:**Any disputes shall be resolved through arbitration as per the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF, the Partners have signed this Agreement on the date first mentioned above.

**Signed and Delivered by:**

Partner 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_ Partner 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_

Witness 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_ Witness 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_