

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: \_\_\_\_\_