AGREEMENT

of

EXCELLIFE REALTY HEIGHTS LLP

AS ON

29th April, 2022

THE KALUPUR COMMERCIAL CO-OP BANK LTD., BODAKDEV,AHMEDABAD-380054

GUJ/SOS/AUTH/AV/ 207 /2008

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SR NO. – C/1411-/2022
K.R.PATEL
NOTARY
GOVT. OF GUJARAT
– 2 MAY 2022

LIMITED LIABILITY PARTNERSHIP AGREEMENT OF

EXCEL LIFE REALTY HEIGHTS LLP

This Limited Liability Partnership Agreement made at Ahmedabad on 29th April, 2022 amongst party of the:

First Part: **ASHESH MANVENDRABHAI PATEL**

S/o. MANVENDRABHAI LAXMIPRASAD PATEL

Aged about adult, Occupation: Business,

Residing at 6, Shalin Bunglows, Sardar Patel Ring Road,

Shilaj, Ahmedabad-380058, Gujarat, India

PAN: ABXPP1753D, DPIN: 00044481

hereinafter called party of the **First Part**

Second Part: **RAJIV RAMANLAL PATEL**

S/o. RAMANLAL ASHABHAI PATEL

Aged about adult, Occupation: Business,

Residing at 401, Sanjavan Appartment, Opp. Nehru Foundation, Bodakdev, Ahmedabad-380054,

Gujarat, India

PAN: ABBPP2578G, DIN: 00273758

hereinafter called party of the **Second Part**

Third Part: **GAUTAM RASIKLAL PATEL**

S/o. RASIKLAL SHANKARLAL PATEL

Aged about adult, Occupation: Business,

Residing at 3-B/55, Shyamal Row House,

Satellite Ring Road, Satellite, Ahmedabad-380015,

Gujarat, India

PAN: AAUPP1281E, DIN: 05330874

hereinafter called party of the **Third Part**

Fourth Part: **MANOJ ROHITBHAI PATEL**

S/o. ROHITBHAI NARANBHAI PATEL

Aged about adult, Occupation: Business,

Residing at F-96/97, Chetneshwar, Sterling City,

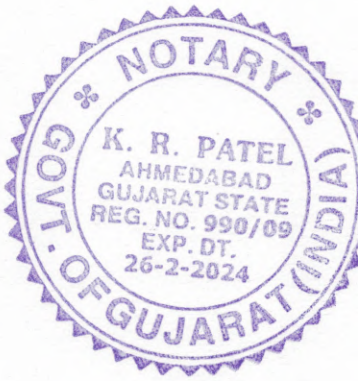
Bopal, Ahmedabad-380058,

Gujarat, India

PAN: ABNPP5427E, DIN: 01920438

hereinafter called party of the **Fourth Part**

Fifth Part: **RAKESH MANVENDRABHAI PATEL**
S/o. MANVENDRABHAI LAXMIPRASAD PATEL
Aged about adult, Occupation: Business,
Residing at 5, Shalin Bunglows, Sardar Patel Ring Road,
Shilaj, Ahmedabad-380058,
Gujarat, India
PAN: ABCPP4792M, DIN: 00342838
hereinafter called party of the **Fifth Part**



Sixth Part: **RAVI HEMANTKUMAR PATEL**
S/o. HEMANTKUMAR CHHABILDAS PATEL
Aged about adult, Occupation: Business,
Residing at 78, Kalhar Exotica, Nr. Science City,
Sola, Ahmedabad-380060,
Gujarat, India
PAN: ANHPP7203N, DIN: 02017962
hereinafter called party of the **Sixth Part**

HEREINAFTER REFERRED to as the parties of the FIRST PART TO SIXTH PART (which expression shall includes their heirs, assignees, executers and administrators unless repugnant to the context of or meaning thereof) respectively.

Whereas:

A. The parties to LLP Agreement have decided and agreed to incorporate a Limited Liability Partnership to be known as **"EXCELLIFE REALTY HEIGHTS LLP" w.e.f. 8th April, 2022.**

B. The proposed name has been reserved by Registrar of Companies, Central Registration Centre, vide its letter dated 1st April, 2022.

C. The Incorporation Document for LLP has been executed by all the parties to LLP agreement.

D. The Incorporation Document and other connected papers are being submitted to registrar of companies with necessary filing fees.

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Now, therefore, it is decided and agreed by all the parties to LLP agreement as follows:

1. NAME:

The parties hereto shall carry on the LLP business in the name and style of **"EXCELLIFE REALTY HEIGHTS LLP"** (herein after referred to as "Limited Liability Partnership" or "LLP")

2. BUSINESS:

To carry on the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, protect, provide, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, redevelopment, undertake, contribute, assist, and to act as civil engineer, architectural, engineer, interior decorator, consultants, advisor, agent, broker, supervisor, administrate, contractor, sub-contractor, turn-key contractor and manager of all types of constructions and development work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways, water-tanks, reservoirs, canals, wharves, warehouses, factories, buildings, flats, structures, drainage and sewage works, water distribution and filteration systems, docks, harbours, piers, irrigation works, foundation works, flyovers, airports, runways, rock drilling, acquaducts, stadiums, hydraulic units, sanitary work, power stations, hotels, hospitals, dhamashala, multistories, colonies, complexes, housing projects and other similar works and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop, distribute, or otherwise to deal in all source of lands and buildings.

To purchase for resale and to trade in land and house and other immoveable property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to deal in trade by way of sale, or otherwise with land and house property and any other immovable property whether real or personal.

2.1 CHANGE, SUSPENSION OR MODIFICATION:

The nature of business can be changed or new business can be commenced or existing business can be suspended or modified or business can be completely close with consent of all partners.

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3. REGISTERED OFFICE:

The registered office of LLP shall be at following place:

Line I	1001
Line II	Shapath - 1
Line III	Opp. Rajpath Club, Bodakdev
City	Ahmedabad
State	Gujarat
ISO country code	091
Country	India
Pin code	380054
Phone (with STD code)	079 40009047
Fax	-
Email	info@excellife.in

The registered office can be changed as provided in subsequent clauses of this agreement.

4. DESIGNATED PARTNERS:

Following are presently designated partners:

Sr. No.	Name	DPIN
1.	ASHESH MANVENDRABHAI PATEL	00044481
2.	RAJIV RAMANLAL PATEL	00273758
3.	GAUTAM RASIKLAL PATEL	05330874
4.	MANOJ ROHITBHAI PATEL	01920438
5.	RAKESH MANVENDRABHAI PATEL	00342838
6.	RAVI HEMNATKUMAR PATEL	02017962

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They have given their consent to act as designated partners.

The designated partners may be changed and new partners may be appointed as designated partners with their consent. It will not be necessary to amend the LLP agreement for this purpose.

4.1 ACTS TO BE DONE BY DESIGNATED PARTNERS:

The designated partners shall be responsible for all acts specified in section 8(a) and all other statutory requirements of Limited Liability Partnership Act and other provisions. The designated partners shall be responsible for all authenticating and signing of statement of account and solvency as required under LLP Act and LLP Rules.

4.2 OTHER POWERS AS PER LLP AGREEMENT:

The designated partners will exercise other powers relating to management of LLP only as per provisions of this agreement and subject to powers as given to designated partners and general body of partners as specified in this LLP agreement.

4.3 APPOINTMENT / REMOVAL OF DESIGNATED PARTNERS:

Designated partners will be appointed and/ or removed by unanimously by all partners of LLP.

5. CONTRIBUTION:

The total monetary value of contribution of LLP shall be Rs. 1,00,000/- (Rs. One lakh only). Obligation of each partner to contribute is as follows:

Sr. No.	Name of Partner	Designation	Nature and specification	Monetary value
1.	ASHESH MANVENDRABHAI PATEL	Designated Partner	Cheque	18,750

2.	RAJIV RAMANLAL PATEL	Designated Partner	Cheque	18,750
3.	GAUTAM RASIKLAL PATEL	Designated Partner	Cheque	12,500
4.	MANOJ ROHITBHAI PATEL	Designated Partner	Cheque	18,750
5.	RAKESH MANVENDRABHAI PATEL	Designated Partner	Cheque	12,500
6.	RAVI HEMANTKUMAR PATEL	Designated Partner	Cheque	18,750
TOTAL				**1,00,000**

Persons, who have consented to be the partner of LLP, shall be bound by the terms of this LLP agreement, as may be amended from time to time. They shall be bound to contribute as specified above.

5.1 INCREASE OR REDUCTION IN CONTRIBUTION:

The contribution can be increased or reduced with consent of all the partners.

The increase in contribution need not be in the existing ratio of the contribution. However, contribution of any partner shall not be increased without his expression consent.

Share of each partner in contribution in case of subsequent increase:

The share of each partner in the contribution will be as decided with consent of all partners.

5.2 Other provisions relating to contribution:

Share of profit of each year shall not form part of contribution-

Share of profit of each year shall not form part of contribution of the partner. The amount will be credited to a separate account of the partner.

Refund of Contribution-

The contribution of the partner will be fully refundable in the following situations:

(a) in case of death, resignation, expulsion or cessation for any other reason of the partner.

(b) Winding up LLP.

The partner's contribution may be partly or fully refunded, with consent of Executive / Managing Committee of LLP.

Refund of contribution in case of closure of business:

When it is decided that business of LLP be closed, all secured and unsecured creditors should be first paid. All liabilities of LLP shall be cleared. Balance, if any, shall be distributed among partners in the ratio of their contribution at the time of closure of business.

6. Partners' powers and duties:

6.1 Types of partners:

Partners shall be of following types-

(a) Designated partner

(b) Salaried partner

(c) Non- Executive partner

(d) Partner

Salaried partners:

Salaried partner shall devote full time to the business of LLP. The salary and perquisites shall be as mutually agreed. He shall be entitled to bonus on the basis of profit as may be decided by Designated Partners.

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Designated Partner:

Designated Partners shall devote sufficient time as may be required for purpose of business of LLP.

6.2 Powers of partners:

All the partners from first part to Sixth part will be in charge of management of LLP as Designated Partners.

6.3 General Powers to Designated Partners:

Without prejudice to the generality of powers exercisable by designated partners, the designated partners shall have following specific authorities:

(a) Borrow in ordinary course of business and repayment of loans

(b) Sale or dispose of movable or immovable property in ordinary course of business

(c) Transfer immovable property belonging to LLP

(d) Purchase and sale goods for business of LLP

(e) Employ and remove employees and fix their remuneration, perquisites and terms and conditions of employment

(f) Receive payments on behalf of LLP and giving receipt

(g) Pledge/ hypothecate/ mortgage goods of LLP for borrowing money

(h) Settling accounts with persons dealing with the LLP

(i) Making, drawing, accepting and endorsing a Negotiable Instrument on behalf of LLP

(j) Institute and defend a suit and withdraw a suit or proceedings filed by or on behalf of the LLP or enter into compromise

(k) Appoint advocate or legal representative or authorized representative to institute suit by LLP or defend suit or any legal proceedings against LLP

(l) Receive notice on behalf of LLP

(m) Acknowledging debt of the LLP

(n) Submit a dispute relating to the business of the LLP to arbitration

(o) Open, operate and close a banking account in name of LLP

(p) Compromise or relinquish any claim or portion of a claim by the LLP

(q) Admit any liability in a suit or proceedings against the LLP

(r) Give guarantees, loans and make investments in ordinary course of business

(s) Delegate powers either through authority letter or by executing general or special power of attorney in favour of delegate

(t) Do all such acts and things necessary for the business of LLP

6.4 Mutual rights and duties of each partner:

(A) Every partner shall work diligently and faithfully for purpose of business of LLP and shall be loyal to LLP.

(B) Every partner shall indemnify the LLP for any loss caused to it by his fraud in the conduct of the business the limited liability partnership.

(C) Each partner shall render true accounts and full information of all things affecting the LLP to LLP, designated partner of LLP or his legal representatives.

(D) If a partner, without the consent and/ or knowledge of the LLP, carries on any business of the same nature as and competing with the LLP, he shall account for and pay over to the LLP all profits made by him in that business.

(E) Every partner shall account to the LLP 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 LLP.

(F) Any partner shall not divulge business information, trade secrets or confidential information of LLP to any outsider, except where required by any law in force.

(G) Every partner shall make adequate disclosure of his direct or indirect interest in any contract, business deal or arrangement with the LLP by or with any person, firm, LLP, company or other body corporate.

6.5 Authority of each partner:

Authority of each category of partner shall be as provided in this LLP agreement.

6.6 Mutual rights and duties of LLP and partners:

The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him- (a) in the ordinary and proper conduct of the business of the limited liability partnership; or (b) in or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

6.7 Restriction on partner's authority:

Powers and duties of each partner will depend on the category of partner. He shall have no other powers except those available to his category of partner.

7. Management and Administration of LLP:

Overall management of LLP will be by Executive / Managing Committee of LLP. The committee will comprise of all designated partners, as named below:

1. Mr. Ashesh Manvendrabhai Patel
2. Mr. Rajiv Ramanlal Patel
3. Mr. Gautam Rasiklal Patel
4. Mr. Manoj Rohitbhai Patel
5. Mr. Rakesh Manvendrabhai Patel
6. Mr. Ravi Hemantkumar Patel

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There shall be minimum two designated partners.

Any resolution of Managing / Executive committee can be passed by circulation. It will be deemed to have been passed on the date on which the resolution is approved by majority of designated partners. Decision of Managing / Executive committee will be by majority.

The committee can meet as and when required at any place. Meeting of Managing / Executive committee can be held anywhere in the world.

Quorum for meeting of Executive / Managing Committee:

Quorum for the meeting will be 75% of current committee partners with minimum two designated partners.

Election of a partner as designated partner:

Any partner can be nominated as designated partner only by Managing or Executive committee of LLP. If number of designated partners falls below two for any reason or if there is deadlock in management of LLP, the designated partner will be elected by all partners by majority in special meeting of partners.

Delegation of powers:

Executive / Managing Committee can delegate its powers to any of its member or to any of its sub-committee by passing a resolution. All routine decisions and actions will be taken by Designated Partners. Distribution of work, duties and powers of each designated partner will be as decided by Executive / Managing Committee of LLP.

Meetings of committee:

The Executive / Managing Committee shall meet from time to time as required. Meeting can be called by any of member of committee after giving reasonable notice.

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Sub-committees:

The Executive / Managing Committee can constitute sub-committees and delegate powers to such committees. Quorum and powers of such committees will be as determined by Executive / Managing Committee.

Meetings through video conference/ teleconference:

The committee can meet either physically or through videoconference or teleconference or though any means which is technologically suitable and available.

Circular resolutions:

The Managing / Executive committee can take any decision by passing resolution through circulation. Resolution will be passed when approved by majority of members. Such approval can be through electronic means, physical means or any other technologically suitable means.

If affirmative vote of any partner or his nominee is required, circular resolution shall not be taken as passed unless his positive assent is received.

Minutes:

The Managing / Executive committee shall keep minutes of its meetings at its registered office. The minutes should be recorded within 30 days of meeting. Minutes can be maintained and authenticated electronically.

7.1 Chairman of LLP:

The Managing / Executive committee may elect a person as its chairman. If so elected and if he is present at the meeting of managing / executive committee and meeting of partners, then he will act as a chairman. In his absence, any other managing / executive partner can be elected as chairman.

The Managing / Executive committee may delegate any powers to chairman by passing a resolution.

Casting vote of chairman:

Chairman of committee shall have casting vote at the meeting of Managing / Executive committee and meeting of all partners. However, if he is absent and if another partner is elected as chairman of that meeting, he shall not have a casting vote.

7.2 Acts, matters or things which can be done with consent of requisite number or percentage of partners:

Following decisions will require 100% majority. These decisions can be taken only at the meeting of partners.

These powers will be exercised on the recommendation of Managing / Executive committee, except in case of deadlock in management of LLP-

(a) Admission of new partner and changing category of partner.

(b) Alteration of LLP agreement.

(c) Expelling a partner.

(d) Shifting of registered office outside state.

(e) Sale, merger, amalgamation or closure of entire business of LLP.

(f) Change in nature of business of LLP.

(g) Voluntary winding up or striking off of LLP.

(h) Increase or reduction in contribution of LLP.

(i) Change in name of LLP.

(j) Application for investigation into affairs of LLP.

Explanation: In case of resolution proposing expulsion of partner, the partner proposed to be expelled shall not be entitled to vote on the resolution and his presence shall not be counted for quorum.

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7.3 Procedure for calling, holding and conducting meeting:

The meeting will be termed as general meeting of partners of LLP.

The meeting can be convened by any Managing / Executive partner. Meeting can be convened anywhere in the state in which registered office of LLP is situated.

Meeting will be convened with notice of seven days. This period of notice can be reduced if 75% of partners give consent.

Quorum for meeting shall be 75% of partners.

A partner can attend the meeting either in person or proxy. Proxy should be duly stamped. Proxy should be submitted at least one hour before the meeting.

Chairman of LLP shall be chairman of meeting. If he is absent, the meeting will elect its own chairman who shall be Managing / Executive committee designated partner. Chairman shall have a casting vote.

No resolution shall be passed at the general meeting of partners unless notice of proposed resolution is given.

The decision in matters enumerated above can be taken only at meeting of partners.

Any other major decision in relation to LLP can be taken either by calling a meeting or through circular resolution or through formal or informal communication.

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Provisions as applicable to meetings of Executive / Managing Committee regarding affirmative vote, Chairman of meeting etc. will apply *mutatis mutandis* to general meeting of partners also.

Minutes of meeting:

Decisions taken at the meeting of partners shall be recorded in the minutes within thirty days of taking such decisions and shall be kept and maintained at the registered office of the LLP.

7.4 Special meeting of all partners for resolution of deadlock:

Partners, other than designated partners shall not have powers in day to day management of LLP.

However, if there is deadlock in management of LLP, a meeting of all partners can be convened collectively by 75% of partners. The meeting will be termed as special meeting of partners.

A partner can be present personally or through proxy. Proxy shall be submitted at least one hour before the meeting. Proxy should be duly stamped.

Quorum of such special meeting shall be 75% of partners present personally or through proxy.

Resolution will be passed if at least 75% of partners present vote in favour of the resolution.

Minutes of meeting:

Decisions taken at the meeting of partners shall be recorded in the minutes within thirty days of taking such decisions and shall be kept and maintained at the registered office of the LLP.

8. **Nominees of partners who are body corporate:**

Body corporate will nominate their representative who will be exercising all powers as a partner for purpose of meetings of partners, meeting of Managing / Executive Committees and taking part in management of LLP.

The nomination may be communicated to LLP in writing or through electronic means.

The nominee can be changed any time by communicating in writing or through electronic means.

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9. **No common seal:**

LLP shall not have common seal.

All the correspondence, letters, purchase orders, sale orders etc. in normal course of business shall be signed by any partners or any employee of LLP authorised for this purpose or by any other person holding power of attorney given by LLP.

Where any authority, bank or financial institution requires signature under a resolution of LLP, the document shall be signed/ executed by any two persons authorised by resolution of Executive / Managing Committee of LLP, partners of LLP, out of the two persons authorised, one must be an existing partner of LLP.

The document shall indicate the date on which resolution for authorising execution of the document was passed by Executive / Managing Committee of LLP.

Such document duly signed will be binding on the LLP for all legal purposes.

10. Indemnity:

Indemnity by partner to LLP and by LLP to partners will be as provided in clauses above.

11. Admission, retirement, cessation, expulsion and resignation of partner:

Admission of partner:

A partner shall be admitted and his category will be determined by partners in general meeting of partners as per aforesaid provisions.

Partners, by giving consent to be partner of LLP, will be deemed to be consented to the terms of LLP agreement and shall be bound by the terms of this LLP agreement, as may be amended from time to time.

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Retirement of partner:

A salaried partner an ordinary shall retire at the age of 75.

A designated partner shall retire at age of 75.

Notwithstanding above, the partner can continue as such beyond the aforesaid retirement age if the Executive / Managing Committee of LLP so decides.

Cessation of a partner:

A partner ceases to be a partner on his death or date on which he is declared insolvent by competent court.

A partner shall cease to be a partner if he is physically or mentally incapable of working as partner, as certified by a qualified medical practitioner, not below an MBBS.

He will also cease to be a partner if he resigns or retires or if he is expelled.

Expulsion of partner:

A partner can be expelled by passing resolution at the general meeting of the partners with majority as specified above. Such resolution can be passed only on recommendation of Executive / Managing Committee of LLP.

Before expelling a partner, a notice shall be given to the concerned partner giving reasons and his representation if any, shall be circulated among all partners either electronically or physically.

In case of resolution proposing expulsion of partner, the partner proposed to be expelled shall not be entitled to vote on the resolution and his presence shall not be counted for quorum.

Incompatibility with other partners shall be sufficient reason for expelling a partner.

A partner who is having affirmative vote cannot be expelled under above provisions.

An expelled partner shall be entitled to all the benefits as are available to a retiring partner.

However, if he is being expelled for reasons of fraud or misappropriation or criminal negligence, he shall not be entitled to any retirement benefit, if specific resolution to that effect is passed in meeting of partners.

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Resignation of a partner:

A partner can resign by giving 30 days notice in writing to LLP.

12. Obligations and rights on admission, retirement or cessation of a partner:

Obligation and rights on admission:

On admission of partner, he shall be liable to pay the contribution to LLP as agreed by him. He shall be entitled to benefits of salary and/ or percentage of profits as agreed at the time of his admission. A partner who has been admitted to partnership of LLP shall be bound by all terms of LLP agreement as existing on date of his admission and as may be amended from time to time as per provisions of LLP agreement.

Obligation and rights of partner on cessation as partner:

On cessation of person as a partner, his contribution will be refunded. His share of goodwill will be paid to him by LLP. Value of goodwill shall be determined by auditors of LLP.

No goodwill will be paid in following cases:

(a) A person who was a partner for less than five years

(b) Salaried partner, irrespective of number of years of his partnership

(c) If his share is purchased by other partner/ s

(d) If a partner declines to agree to non- compete agreement as detailed below.

12.1 Non compete agreement:

Goodwill shall be paid to partner only if he agrees in writing not to compete with LLP in its business and not to poach its customers for two years from cessation as member.

For removal of doubts, it is clarified that the goodwill amount paid to the partner shall be the consideration for non-compete agreement.

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13. Purchase of shares of person who has ceased to be a partner:

Share of a partner who ceases to be a partner shall be purchased by any other partner or partners at mutually agreed price.

In such an event, no goodwill shall be payable to the person who is ceasing to be a partner by LLP. However, such partner shall be bound by non compete agreement as if he has received the goodwill from LLP.

14. Bank accounts:

LLP may open and operate any bank account(s) with nationalized / scheduled / private sector bank and /or co-operative bank(s). The account(s) may be operated by the signature of any two of the partners of LLP.

15. Borrowings:

LLP shall borrow any money from any Bank(s), Financial Institution(s), NBFCs, Finance Company or any other person(s). The borrowing may be secured or unsecured.

The security for borrowing may be created by any Designated Partners.

16. Share of profit or loss:

The profit or Losses arising out of the LLP business after considering all income and expenses (including taxation thereon) shall be divided among the partners in the following ratio:

Sr. No.	Name	Profit /(Loss) Ratio (%)
1	ASHESH MANVENDRABHAI PATEL	18.75%
2	RAJIV RAMANLAL PATEL	18.75%
3	GAUTAM RASIKLAL PATEL	12.50%

4	MANOJ ROHITBHAI PATEL	18.75%
5	RAKESH MANVENDRBHAI PATEL	12.50%
6	RAVI HEMANTKUMAR PATEL	18.75%
	TOTAL	**100%**

17. Remuneration to partners:

The total remuneration payable to the Partners (working partners) shall be worked out as under:

In case of loss / book profit upto Rs. 1,50,000/- for the year	100% of book profit
On the amount of book profit exceeding Rs. 1,50,000/- but not exceeding Rs. 3,00,000/- for the year	Rs. 1,50,000/- or 90% of the book profit whichever is higher
On the amount of book profit exceeding Rs. 3,00,000/- for the year	Rs. 2,70,000/- plus 60% of the excess over Rs. 3,00,000/-

Explanation: For the purposes of this clause, the expression "Book Profits' shall mean the "Book profits as defined in section 40(b) of the Income-tax Act, 1961 or any statutory modification or re-enactment thereof, for the time being in force".

Such total remuneration shall be distributed / paid to the Partners (working partners) in the following ratio:

Sr. No.	Name	Share in remuneration (%)

1	ASHESH MANVENDRABHAI PATEL	18.75%
2	RAJIV RAMANLAL PATEL	18.75%
3	GAUTAM RASIKLAL PATEL	12.50%
4	MANOJ ROHITBHAI PATEL	18.75%
5	RAKESH MANVENDRABHAI PATEL	12.50%
6	RAVI HEMANTKUMAR PATEL	18.75%
	TOTAL	**100%**

18. Loans to LLP from partners:

LLP may obtain loans from its partners. The acceptance of such loan and rate of interest on loans will be determined by 75% of partners.

Maximum interest payable on such loan will be @ 12% per annum or such lower rate as may be mutually agreed between the LLP and the partner.

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19. Loans by LLP to partners:

LLP may grant loans to its partners. The giving of such loans and interest chargeable on loans will be determined by Executive / Managing Committee of LLP.

20. Accounts:

Financial year of LLP shall end on 31st March every year. Accounts shall be maintained on mercantile basis.

21.1 Audit of accounts:

Where accounts are required to be audited by practicing chartered accountant, auditor will be appointed by designated partners. Their remuneration will be fixed by them.

If they fail to appoint an auditor, auditor will be appointed and their remuneration will be fixed by all the partners of LLP.

Removal of auditors:

Auditors can be removed by resolution of Executive / Managing Committee of LLP, passed by majority.

If audit by practicing chartered accountant not required:

When audit of accounts of LLP by practicing chartered accountant is not required under any law, designated partners may appoint any person who, in their opinion, has sufficient knowledge of accounting, to prepare and check accounts of LLP.

21.2 Copy of account to each partner, but no adoption of accounts not required:

Copy of account (audited if required by law, otherwise self prepared and certified by designated partners) shall be furnished to each partner within 30 days after accounts are ready.

For removal of doubts, it is clarified that approval or adoption of accounts by partners either at general meeting or otherwise is not required.

22. Liability for compliance of statutory obligations and statutory tax and other liabilities:

Following partners of LLP have been entrusted with responsibility of ensuring compliance with all statutory rules, provisions and obligations and timely and due payment of all taxes, duties, fees, cesses and other statutory liabilities.

Sr. No.	Name of the partner
1	ASHESH MANVENDRABHAI PATEL
2	RAJIV RAMANLAL PATEL
3	GAUTAM RASIKLAL PATEL

K. R. PATEL
AHMEDABAD
GUJARAT STATE
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4	MANOJ ROHITBHAI PATEL
5	RAKESH MANVENDRABHAI PATEL
6	RAVI HEMANTKUMAR PATEL

The aforesaid partners will be jointly and severally liable for timely payment of any taxes, duties, cesses and fees due to LLP. If there is any default or likely default in payment of taxes due, the aforesaid partners shall immediately bring it to notice in writing of other partners.

If no such information is received, the other partners shall be entitled that all taxes, duties, cesses, fees etc. due are being properly paid.

Any partner accepting the position of designated/ designated partner of LLP shall deemed to have accepted the aforesaid liability while accepting aforesaid post.

If the remaining partners so require, designated partners shall submit annually a certificate of compliance of all statutory rules, provisions and obligations and timely and due payment of all taxes, duties, fees, cesses all other statutory liabilities.

23. Secrecy provisions, non- disclosure, confidentiality

A partner while his association as partner of LLP or after he ceases to be a partner, shall not disclose any trade secret or confidential information obtained during his association with LLP, so as to harm commercial interest of LLP, except when required under any law.

24. Resolution of Disputes between partners:

Dispute among partners and dispute between partner and LLP will be settled through conciliation, first by remaining designated partners and then by auditors of LLP.

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If conciliation fails, disputes among partners (other than Designated partner) shall be resolved by a committee appointed by the partners, whose decision shall be binding on LLP. However, a partner aggrieved by the decision may apply for arbitration as per following clause.

Disputes among Designated partner shall be referred to arbitration.

24.1 Arbitration:

Following will apply to disputes between partners other than those stated above and disputes between LLP and partner.

All disputes, claims and difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this LLP Agreement of breach, termination or invalidity thereof, will be settled in accordance with provisions of Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be binding upon the parties. Arbitration will be by single arbitrator.

Auditor of the LLP shall be the arbitrator. If for any reason, he cannot function as arbitrator, the appointment of arbitrator shall be as per provisions of Arbitration Act.

25. Duration of LLP:

The LLP will have perpetual succession, unless LLP is wound up or is stuck off as defunct.

26. Voluntary winding up:

Voluntary winding up of LLP can be done if required resolution is passed at general meeting of partners as above.

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27. Information of clauses in agreement:

(a) Relating to rule 16(2) regarding notices to other address of LLP-

Notices and documents to LLP shall be at the registered office of LLP. Other additional address for serving of notices as per provisions of rule 16(2) shall be decided by Executive / Managing Committee of LLP by a resolution.

(b) Relating to rule 17(1) - Change of registered office:

Change of registered office within the state shall be by resolution of Executive / Managing Committee. Change of registered office outside state will be by resolution at the meeting of all partners.

(c) Relating to rule 20(1) – Change of name:

Change of name of LLP shall be by resolution at the general meeting of the partners.

(d) Relating to rule 24(18)(a) – Removal of auditors:

Auditors can be removed by resolution of Executive / Managing Committee of LLP passed by majority.

28. Pre-incorporation expenses:

Expenses incurred by designated partners prior to incorporation shall be reimbursed to them by LLP.

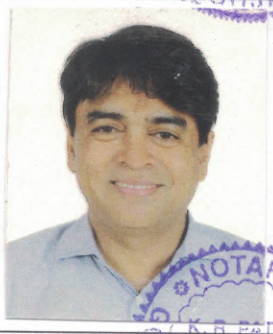
29. Alteration of LLP agreement:

Any clause of the LLP agreement can be amended, altered, deleted or added by passing resolution at the general meeting of partners. After passing of such resolution, the agreement amending LLP may be executed by two designated partners on the authority of aforesaid resolution.

Such amendment shall be binding on all existing partners and also on those persons who will become partners subsequent to the amendment of agreement.

Execution of LLP Agreement:

This LLP agreement executed and signed by partners as stated below at place at date as mentioned in opening paragraph of this agreement.

First Part	Ashesh Manvendrabhai Patel (Designated Partner)	
Second Part	Rajiv Ramanlal Patel (Designated Partner)	
Third Part	Gautam Rasiklal Patel (Designated Partner)	

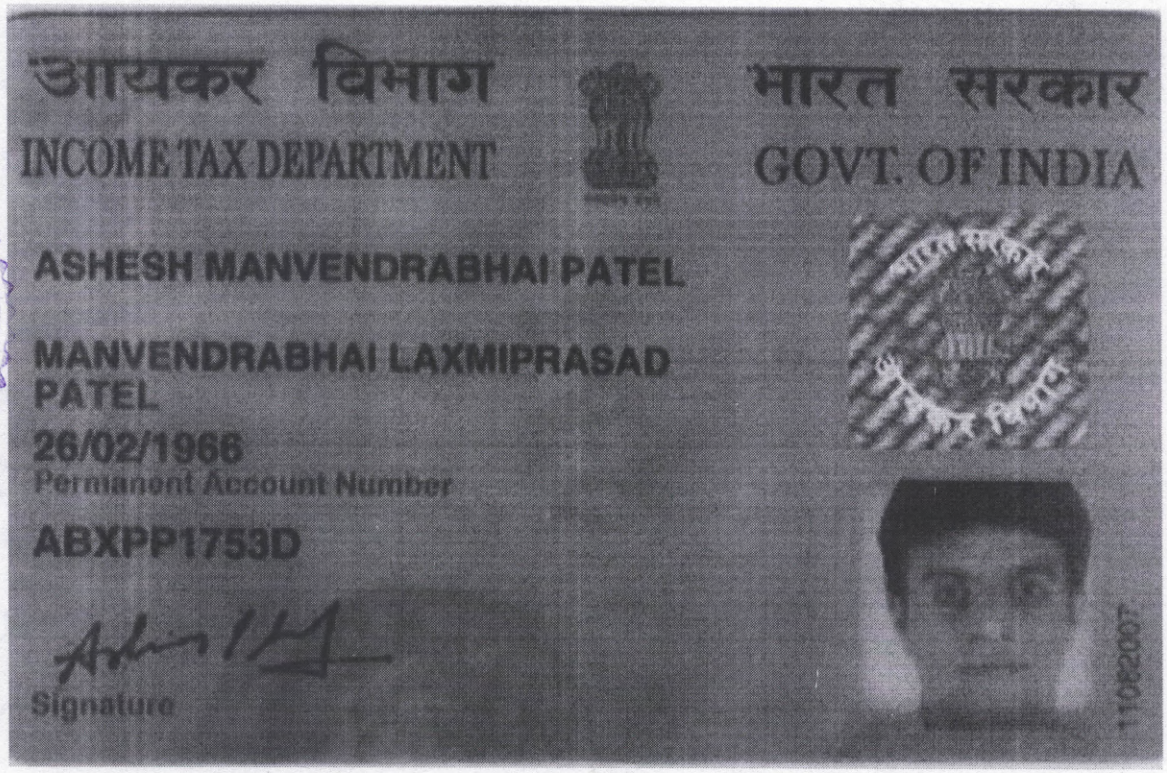
Fourth Part	Manoj Rohitbhai Patel (Designated Partner)	
Fifth Part	Rakesh Manvendrabhai Patel (Designated Partner)	
Sixth Part	Ravi Hemantkumar Patel (Designated Partner)	

IN THE PRESENCE OF

SIGNED BEFORE ME
K. R. PATEL
NOTARY
GOVT. OF GUJARAT
- 2 MAY 2022

1. KAMESH D. BHAVSAR

2. JAGDIP B. PATEL



NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
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GOVERNMENT OF INDIA



અશેષ માંન્વેન્દ્રભાઈ પટેલ
Ashesh Manvendrabhai Patel
જન્મનું વર્ષ / Year of Birth : 1966
પુરુષ / Male

5048 8483 2447

આધાર – સામાન્ય માણસનો અધિકાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું:
W/O અશેષ માંન્વેન્દ્રભાઈ પટેલ,
૬, શાલીન બંગલો, સરદાર પટેલ
રીંગ રોડ, શીલજ, દસક્રોઈ, શીલજ,
અમદાવાદ, ગુજરાત, 380058

Address:
W/O Ashesh Manvendrabhai Patel, 6, Shalin Bunglow, Sardar Patel Ring Road, Shilaj, Daskroi, Shilaj, Ahmadabad, Gujarat, 380058

1947
1800 180 1947

help@uidai.gov.in

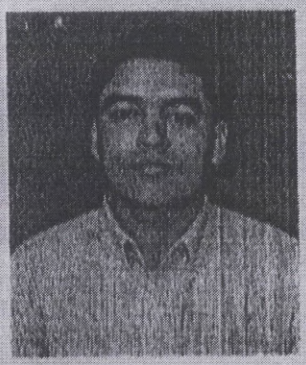
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P.O. Box No.1947,
Bengaluru-560 001

R. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024

स्थाइं लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABBPP2578G



नाम /NAME

RAJIV RAMANLAL PATEL

पिता का नाम /FATHER'S NAME

RAMANLAL PATEL

जन्म तिथि /DATE OF BIRTH

06-10-1967

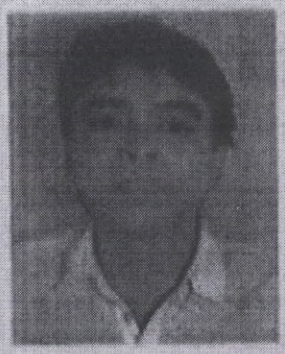
हस्ताक्षर /SIGNATURE

आयकर आयुक्त, गुज.-1, अहमदाबाद

COMMISSIONER OF INCOME-TAX, GUJ.-1, AHMEDABAD

NOTARY
K. R. PATEL
AHMEDABAD
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ભારત સરકાર
GOVERNMENT OF INDIA



રાજીવ રમણભાઈ પટેલ
Rajiv Ramanbhai Patel
જન્મનું વર્ષ / Year of Birth : 1967
પુરુષ / Male

9753 7015 1981

આધાર – સામાન્ય માણસનો અધિકાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું:
S/O રમણભાઈ આશાભાઈ પટેલ, ૪૦૧, સંજવન એપાર્ટમેન્ટ, નેહરુ ફાઉન્ડેશન ની સામે, બોડકદેવ, અમદાવાદ સીટી, બોડકદેવ, અમદાવાદ, ગુજરાત, 380054

Address:
S/O Ramanbhai Ashabhai Patel, 401, Sanjavan Appartment, Opp Nehru Foundation, Bodakdev, Ahmadabad City, Bodakdev, Ahmadabad, Gujarat, 380054

1947
1800 180 1947

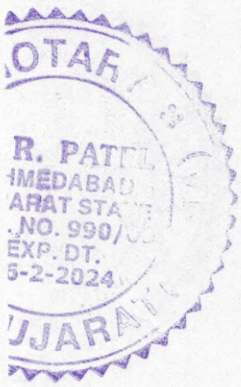
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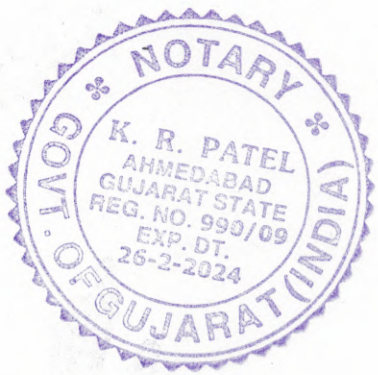
www.uidai.gov.in

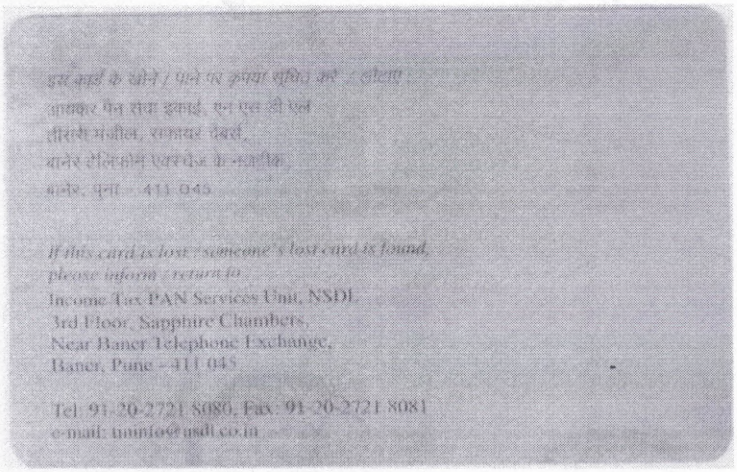
P.O. Box No.1947, Bengaluru-560 001

NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024
GOVT. OF GUJARAT (INDIA)


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
GAUTAM RASIKLAL PATEL
RASIKLAL PATEL
03/10/1961
Permanent Account Number
AAUPP1281E
Signature


R. PATEL
AHMEDABAD
ARAT STATE
NO. 990/09
EXP. DT.
5-2-2024
UJARAT


NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
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GOVT. OF GUJARAT (INDIA)


If this card is lost / someone's lost card is found,
please inform / return to
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in



भारत सरकार

Unique Identification Authority of India

Government of India

નોંધણી ક્રમાંક / Enrollment No.: 1207/92130/01460

To
ગૌતમ રસિકલાલ પટેલ
Gautam Rasiklal Patel
S/O Rasiklal Shankarlal Patel
3-B/55 Shyamal Row House Satellite Ring Road
Nr Sanjay Tower Satellite Ahmadabad City
Ambawadi Vistar Ahmadabad
Gujarat 380015
9687605625

08/11/2011

UH0040126531N

તમારો આધાર નંબર / Your Aadhaar No. :

6968 7051 5005

આધાર – સામાન્ય માણસનો અધિકાર

ભારત સરકાર
GOVERNMENT OF INDIA

ગૌતમ રસિકલાલ પટેલ
Gautam Rasiklal Patel
જન્મનું વર્ષ / Year of Birth : 1961
પુરુષ / Male

6968 7051 5005

આધાર – સામાન્ય માણસનો અધિકાર

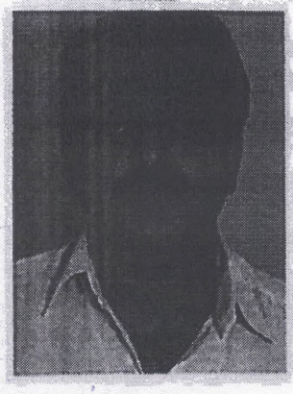
NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024
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ભારત સરકાર

Government of India



મનોજ રોહિતભાઇ પટેલ

Manoj Rohitbhai Patel

જન્મ તારીખ / DOB : 10/10/1964

પુરુષ / Male

4123 3227 1504

મારો આધાર, મારી ઓળખ

NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
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26-2-2024
GOVT. OF GUJARAT (INDIA)

આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

Unique Identification Authority of India

સરનામું:

ઍફ 96/97, ચેતનેશ્વર, સ્ટર્લિંગ સિટી, બોપલ, હેબતપુર, અમદાવાદ, બોપલ, ગુજરાત, 380058

Address:

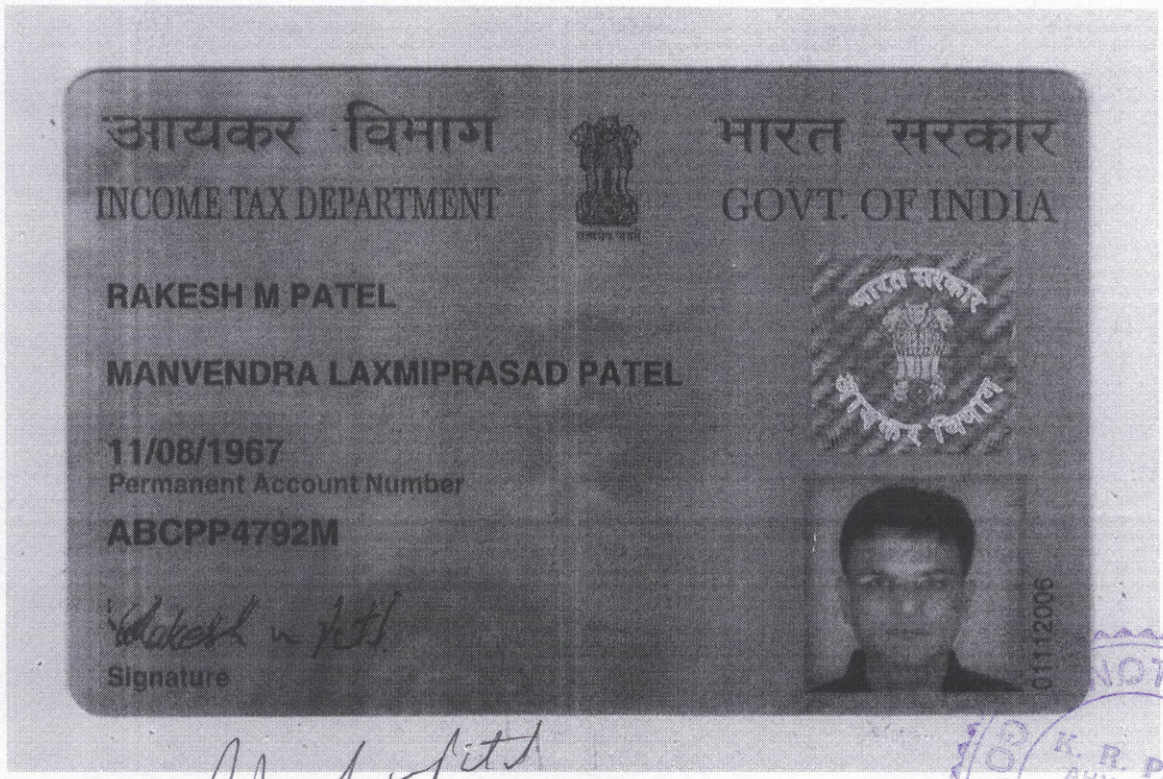
F 96/97, Chetneshwar, Sterling City, Bopal, Hebatpur, Ahmedabad, Bopal, Gujarat, 380058

4123 3227 1504

1947

help@uidai.gov.in

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Rakesh M Patel

NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024
GOVT. OF GUJARAT (INDIA)

ભારત સરકાર
GOVERNMENT OF INDIA



રાકેશ માનવેન્દ્ર પટેલ
Rakesh Manvendra Patel
જન્મનું વર્ષ / Year of Birth : 1967
પુરુષ / Male

5530 9099 7289

આધાર – સામાન્ય માણસનો અધિકાર

NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
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25-2-2024
GOVT. OF GUJARAT (INDIA)

આધાર
ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું:
S/O માનવેન્દ્ર લક્ષ્મીપ્રસાદ પટેલ,
૫ , શાલીન બંગ્લોઝ, સરદાર પટેલ
રીંગ રોડ, શીલજ તા. દસક્રોઈ,
અમદાવાદ સીટી, શીલજ,
અમદાવાદ, ગુજરાત, 380058

Address:
S/O Manvendra Laxmiprasad
Patel, 5 , Shalin Bunglows,
Sardar Patel Ring Road,
shilaj Ta. dascroi,
Ahmedabad City, Shilaj,
Ahmadabad, Gujarat,
380058

1947
1800 180 1947

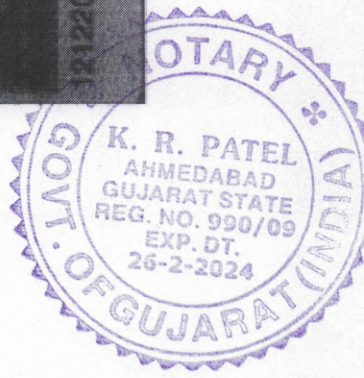
help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Rakesh Patel


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
RAVI H PATEL
HEMANTKUMAR CHHABILDAS PATEL
13/01/1980
Permanent Account Number
ANHPP7203N
Signature
12122005


NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024
GOVT. OF GUJARAT (INDIA)

भारत सरकार

आधार

भारतीय विशिष्ट ओळखपत्र प्राधिकरण

ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણીની ઓળખ / Enrollment No.: 2115/10168/52222

30/06/2017

To,
રવિ હેમંત પટેલ
Ravi Hemant Patel
78,
Kalhar Exotica,
Nr.Science City, Sola,
Sola
Sola Daskroi Ahmedabad
Gujarat 380060
9825337735

Ref: 280 / 13S / 36309 / 36351 / P

SB373321049FH

તમારો આધાર નંબર / Your Aadhaar No. :

2240 4296 2170

મારો આધાર, મારી ઓળખ

ભારત સરકાર
Government of India



રવિ હેમંત પટેલ
Ravi Hemant Patel
જન્મ તારીખ / DOB : 13/01/1980
પુરુષ / Male

2240 4296 2170

NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024
GOVT. OF GUJARAT (INDIA)

Government of India

AADHAAR

નિર્દેશ

- આધાર ઓળખનું પ્રમાણ છે, નાગરિકતાનું નહિ .
- ઓળખનું પ્રમાણ ઓનલાઇન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો .

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- આધાર દેશભરમાં માન્ય છે .
- આધાર ભવિષ્યમા સરકારી અને બિન-સરકારી સેવાઓનો લાભ મેળવવામા ઉપયોગી થશે .
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

13S / 36309

આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું: 78., કલહાર એક્સોટીકા,, સાયન્સ સિટી પાસે,, સોલા,, સોલા, અમદાવાદ, સોલા, ગુજરાત, 380060

Address: 78., Kalhar Exotica,, Nr.Science City,, Sola,, Sola, Ahmedabad, Sola, Gujarat, 380060

2240 4296 2170

www

NOTARY
K. R. PATEL
AHMEDABAD
GUJARAT STATE
REG. NO. 990/09
EXP. DT.
26-2-2024
GOVT. OF GUJARAT (INDIA)