

S.R. No. B-38 Dt. 8/2/2023

ANURADHA C. SHETH
NOTARY
GOVT. OF INDIA

8 FEB 2023

LIMITED LIABILITY PARTNERSHIP AGREEMENT

BEQUEST INFRAPROJECTS LLP

This Limited Liability Partnership Agreement (the "LLP Agreement") made and entered into on this 08th February, 2023 at Ahmedabad, Gujarat, India by and among:

1. **Mr. Manish Dilipbhai Shah** son of Late Shri Dilipbhai Shah, Indian Inhabitant, Adult, Occupation Business, residing at 2, Aarjav Society, Opp. Fun Republic, Nr. Satellite Police Station, Ramdevnagar, Ahmedabad-380015, Gujarat, India, act as Designated Partner hereinafter referred to as the party of the First Part; (Retiring Designated Partner)

2. **Mr. Yash Manish Shah**, son of Mr. Manish Dilipbhai Shah, Indian Inhabitant, Adult, Occupation Business, residing at 2, Aarjav Society, Opp. Fun Republic, Nr. Satellite Police Station, Ramdevnagar, Ahmedabad - 380015, Gujarat, India and act as Designated Partner hereinafter referred to as the party of the Second Part; (Retiring Designated Partner)

× Yash
× Bhavesh Pandya

× Manish
× Bhavesh

3. **Mr. Mitesh Dineshbhai Chhag**, son of Dineshbhai Lakshmidas Chhag, Indian Inhabitant, Adult, Occupation Business, residing at Radha Krishna, Janta Society, Behind K V School, Una, Junaghad 362560, Gujarat India and act as Partner hereinafter referred to as party of the Third Part; (Incoming Partner) (PAN: AHQPC9822R)

4. **Mr. Bhaveshbhai Balkrishna Pandhi**, son of Balkrishna Madhavji Pandhi, Indian Inhabitant, Adult, Occupation Business, residing at Raslila, Anandvatika Society, Una, Junagadh, Gujarat 362560 India and act as a Partner hereinafter referred to as party of the Fourth Part; (Incoming Partner) (PAN: ACTPP5517C)

5. **Mr. Mayur Dhawajsinh Jadeja**, son of Kantubha Surubha Jadeja, Indian Inhabitant, Adult, Occupation Business, residing at Aadarsh Society – 1, Khodiyar Colony, Jamnagar, Gujarat 361006 India and act as a Partner hereinafter referred to as party of the Fifth Part; (Incoming Partner) (PAN: AGVPJ1013B)

6. **Mr. Kalpesh Thakkar**, son of Dhirubhai Kalidas Thakkar, Indian Inhabitant, Adult, Occupation Business, residing at 11 Sugam Elegance, Dudhiya dairy Gali Fatehpura, Paldi, Ahmedabad 380007 Gujarat India and act as a Designated Partner hereinafter referred to as a party of the Sixth Part; (Incoming Designated Partner) (DIN: 02186172)

7. **Mr. Bhavesh Natvarlal Shah**, son of Natvarlal Hiralal Shah, Indian Inhabitant, Adult, Occupation Business, residing at A/12, Anita Society, Near Vishvkunj Char Ratsa, Paldi, Ahmedabad 380007 Gujarat India and act as a Designated Partner hereinafter referred to as a party of the Seventh Part; (Incoming Designated Partner) (DIN: 02011634)

8. **Ms. Gayatriben Ramchand Sujnani**, daughter of Tabumal Nenumal Sujnani, Indian Inhabitant, Adult, Occupation Business, residing at C/O, 202 Ratnakar Caledonia, Balaji Garden Restaurant Lane, Prernatirth Derasar Road, Ahmedabad 380015 Gujarat India and act as a Designated Partner hereinafter referred to as a party of the Eight Part; (Incoming Designated Partner) (DIN: 03355636)

(Which expression shall unless, it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators, legal representatives, successors, transferees and assignees.)

(Depending on the context in which such term is used, each party to this Agreement shall be singularly known as 'Partner' or 'Party' and collectively as 'Partners' or 'Parties')

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WITNESSETH AS FOLLOWS:

WHEREAS:

A. The parties of the First and Second Part are carrying on business under the name and style of "M/s. BEQUEST INFRAPROJECTS LLP" incorporated on 17th February, 2022 vide LLPIN: ABA-6925 in terms of the provisions of the Limited Liability Partnership Act, 2008. The parties to this agreement and the LLP as well, are governed under the provisions of the LLP Act and the LLP Agreement dated 21st February, 2022 (hereinafter collectively referred to as "the said Deed").

B. The Parties of the Third to Eight Part have express their desire and shown their willingness to joint as a Designated Partners and Partners in the LLP Business and accordingly the existing partners agreed to their appointment with effect from 06th February , 2023.

C. The Parties of the First and Second Part namely Mr. Manish Dilipbhai Shah and Mr. Yash Manish Shah desired to retire as Designated Partners of the LLP w.e.f. 06th February, 2023 and accordingly they have been retired as partners as per their request with effect from 06th February, 2023 (Hereinafter referred to as "the retiring designated partners").

x Yshal
x Bhavesh pandhi
x Mayur
x Bhavesh

D. The Retiring partners have satisfactorily understood LLP'S Balance Sheet, Profit and Loss Account and other Books of Accounts up to 05th February, 2023 and they have verified, approved, confirmed and accepted Accounts of the LLP which were finalized as at the close of business hours of 05th February, 2023 The retiring Partners have agreed to settle their accounts, if required, in due course of time.

E. The retiring partners have agreed to execute all necessary deeds and documents in favour of the incoming partners hereto to enable them to recover all the assets and pay and discharge all the liabilities of the LLP.

F. All the assets of the LLP, including goodwill, tradename, tangible and intangible assets, shall be retained by the incoming partners w.e.f. 06th February, 2023 and they shall carry on and are entitle to continue to carry on the partnership as hitherto. The parties of Third to Eight part shall have full rights, power and liberty in name of the LLP business, to collect all the properties and assets including outstanding amounts of the LLP business and to ask, demand and recover and give full and effectual receipt and discharges against receipt thereof.

G. All statutory dues of the LLP if any upto the date of resignation for which retiring partners are liable to do so, shall be paid and discharged by the retiring partners, and the remaining partners shall not be responsible or liable in respect thereof.

H. Further Parties have changed the address of Registered office from one place to another place w.e.f 06th February, 2023 The Parties hereto are desirous of recording the same in Agreement.

I. Further Parties are desirous to increase the Fixed Capital of the Limited Liability Partnership from existing Rs. Twenty Thousand (Rs. 20,000/-) to Ten Lakhs (Rs. 10,00,000/-) w.e.f 06th February , 2023. All the existing partners agreed and are desirous of recording the same in Agreement.

J. The parties hereto are desirous of recording into writing the terms and conditions subject to and upon which the parties accept the appointment of party of the Third to Eight Part and change in the ratio of partner's capital contribution and ratio of profit and loss account of the LLP with effect from 06th February, 2023 by executing this Fresh LLP Agreement.

NOW, THEREFORE, THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1: RECITALS

The Parties hereto have agreed and hereby consent to this LLP Agreement: -

to continue the Limited Liability Partnership in the name and style of **'BEQUEST INFRAPROJECTS LLP'**;
to provide for their respective rights, powers, duties and obligations as Partners; and
to reduce the terms and conditions relating to the management, operations and closure of the LLP in writings.

This LLP Agreement shall be filed with the Registrar in accordance with the provisions of the LLP Act for the modifications made therein.

ARTICLE 2: DEFINITIONS

2.1 In this LLP Agreement and the Schedules annexed hereto the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

(a) **"Address",** in relation to a partner of a LLP, means an individual, their usual residential address mentioned hereinabove;

(b) **"Agreement' or LLP Agreement'** means this Agreement, as originally executed and as amended, modified or supplemented from time to time;

(c) **"Accounting Year" or "Financial year"** of the LLP means the year ending on the 31st day of March of the subsequent year or as may be define time to time;

(d) **"Business"** means the business to be conducted by the LLP as mentioned in clause 3.3 below and as amended, modify or supplemented from time to time.

(e) **"Capital contributions"** means the contributions made by the Partners to the LLP pursuant to Article 8 hereof and, in the case of all the Partners, the same would refer to the aggregate of all such capital contributions;

(f) **"Confidential Information"** means and includes, but is not limited to, all information of a secret or confidential nature relating to the affairs of **'BEQUEST INFRAPROJECTS LLP'** or any person related to the LLP whose information is held within the LLP. This kind of information would also include in its ambit, any and all information that is essential to carry on day-to-day business of the LLP and as may be decided by a majority of the Partners from time to time;

(g) **"Designated Partner(s)"** mean the Partner(s) whose name is/are set forth in this Agreement and include any Partner designated as such pursuant to the provisions of this LLP Agreement, and who has given their prior consent to act as such to the LLP in the prescribed form;

(h) **"LLP Act"** or **"the Act"** shall mean the Limited Liability Partnership Act, 2008, as amended from time to time;

(i) **"LLP Rules" or "the Rules"** mean the Limited Liability Partnership Rules, 2009, as amended from time to time;

(j) **"Partner(s)"** in relation to this LLP, means any person who becomes a partner in this LLP in accordance with the LLP Agreement from time to time.

(k) **"Partners 'Interest"** means the ownership interest of a Partner in the LLP, including a Partners' right to share in the income, gain, loss, deduction and credits of and the right to receive distributions from the LLP. It also includes a Partners' right to vote and otherwise participate in the operation or affairs of the LLP as provided for in this Agreement and under the LLP Act;

(l) **"Registrar"** shall have the meaning, as assigned under the LLP Act.

2.2 Terms not defined herein but defined under the LLP Act or LLP Rules, shall have the respective meaning assigned to them under the LLP Act or LLP Rules.

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ARTICLE 3: NAME, OBJECTIVES AND FORMATION

3.1 Name

The business of the LLP shall be carried on in the name and style of **'BEQUEST INFRAPROJECTS LLP'**. Any change in the name of the LLP shall be notified to the Registrar by the Designated Partner(s) in accordance with the provisions of the LLP Act and the Rules.

3.2 Registered Office

The LLP shall have its new registered office situated at Third Floor, KIFS House (KHANDWALA HOUSE), Nr. Landmark Hotel, Ambli Bopal BRTS Road, Ambli, Ahmedabad, Gujarat 380058 India and/or at such other place as may be mutually agreed upon by the parties hereto.

3.3 Business

AND WHEREAS The object of the LLP shall be to carry on the business in India or elsewhere the business of Infrastructure Developers, Real Estate Developers, Land Developers, Builders, Contractors, Property Developers, and for that purpose to own, construct, develop, improve, take on lease basis or to acquire in any other manner and to hold, manage and operate and to sell or deal in any other manner land, plots, houses, apartments, premises, bungalows, flats, units, sheds, shops, offices, shopping malls, go-downs, service apartments, hotels, business centers, multiplexes, and other commercial and residential premises, and to provide in connection thereto all facilities and services and to engage in project and construction management services and to execute contracts in relation to infrastructure projects like airports, seaports, roads, bridges, water & sanitation projects, solid waste management, power projects, industrial and technology parks, special economic zones and other projects in the name and style of "**BEQUEST INFRAPROJECTS LLP**" on the terms set forth in this LLP Agreement.

x Bhavesh Bandhi

3.4 Term

The LLP as constituted under this Agreement shall be deemed to have commenced its business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in this Agreement and as provided under the Act and/or the Rules.

3.5 Banker(s)

The authorized/designated Partners/Partners of the LLP shall open a bank account/s in such bank/s in the name of the LLP, as the Partners may from time to time unanimously agree upon. The bank account shall be operated by any partner/s as may be decided unanimously by all the Partners present in the meeting in which such decision is taken.

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ARTICLE 4: PARTNERS / DESIGNATED PARTNERS

4.1 Designated Partners

Following are the partners and designated partners who gave their consent:

Name of the Partner / Designated Partners

Sr. No.	NAME OF THE PARTNERS	DESIGNATION	DPIN / PAN
1.	Mr. Mitesh Dineshbhai Chagg	Partner	AHQPC9822R
2.	Mr. Bhavesh Balkrishna Pandhi	Partner	ACTPP5517C
3	Mr. Mayur Dhawajsinh Jadeja	Partner	AGVPJ1013B
4	Mr. Kalpesh Kumar Thakkar	Designated Partner	02186172
5	Mr. Bhavesh Natvarlal Shah	Designated Partner	02011634
6	Ms. Gayatriben Ramchand Sujanani	Designated Partner	03355636

4.2 Responsibility of legal compliance

All the Partners hereto are responsible for doing of all such acts, matters and things as are required to be done by the LLP in respect of compliance with the provisions of the LLP Act including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act or as specified in this LLP Agreement.

4.3 General role

In addition to their specific role and responsibility under any Article(s) of this Agreement, the Partners / Designated Partners shall be responsible for carrying out the provisions and the purpose(s) of this Agreement.

4.4 Remuneration

Party of the Third, Fourth, Fifth, Sixth, Seventh and Eighth Part shall be entitled to the Remuneration as may be mutually agreed to by the Partners. Such Remuneration shall be called as 'Partner's Remuneration'.

They shall be entitled to draw salary/remuneration to the extent and in the manner provided u/s. 40 (b) of the Income Tax Act, 1961 (As amended from time to time) as under:

Sr. No.	NAME OF THE PARTNERS	Remuneration in %
1.	Mr. Mitesh Dineshbhai Chagg	50
2.	Mr. Bhavesh Balkrishna Pandhi	20
3	Mr. Mayur Dhawajsinh Jadeja	10
4	Mr. Kalpesh Kumar Thakkar	8
5	Mr. Bhavesh Natvarlal Shah	7
6	Ms. Gayatriben Ramchand Sujanani	5

In case of loss, remuneration shall be paid by mutual consent of all the partners. Further, the partners shall be entitled to increase or reduce the remuneration

ARTICLE 5: MANAGEMENT OF THE PARTNERSHIP

5.1 Day to day management

Subject to the provisions of this Agreement, day-to-day operations of the LLP shall be vested with the Designated Partners hereto, who shall have the power on behalf and in the name of the LLP to carry business and execute, sign all of the papers of the LLP in accordance with the powers delegated to them by the Partners, in the manner prescribed herein below.

5.2 Decision taking power

Unless otherwise provided herein or prescribed in the Act, all specific decisions will be made by consent of all partners.

5.3 Delegation of authority

All the parties through a resolution passed at their meeting authorize the Designated Partners to do such specific acts, deeds and things, as they may think fit and proper.

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5.4 Matters requiring approval of All Partners

Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all partners:

(a) Change of name of the LLP
(b) Change in business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
(c) Admission of new Partner;
(d) Increase in the capital contribution of the Partners;
(e) Appointment or removal of a Designated Partner;
(f) Opening of new bank account in the name of the LLP;
(g) Purchase of any fixed assets or such other things or incurring of any capital expenditure
(h) Amendment to any Article of this Agreement;
(i) Removal of Auditor;
(j) Finalizing and signing the annual statement of accounts and statement of solvency.

ARTICLE 6: MEETING

6.1 Frequency of meetings

Meetings shall be held as determined by the Partners of LLP at mutually agreed time intervals. Meetings of the Partners for any specific purpose may be called at any time by way of the Designated Partners or by any other Partner.

x Mayur
x Bhavesh
x Bhavesh pandhi

6.2 Service of notice for meeting of Partners

The meeting of Partners may be called by giving 7 days' notice to all the Partners at their residential address or electronically to the email addresses provided by the individual Partners in writing to the LLP. The meeting may be called at a shorter notice, provided consent of the all Partners agree there to either by way of an advance communication to the LLP or in the concerned meeting itself.

6.3 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media

A meeting of the Partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

6.4 Appointment of Chairman

At each meeting, a Chairman shall be appointed from amongst the parties hereto, who shall preside over the proceedings of the said meeting.

6.5 Venue of meeting

The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as may be unanimously decided by the Partners.

6.6 Quorum

Two Partners, personally present throughout the meeting, shall constitute the quorum for a meeting of the Partners. In case the quorum is not present at the beginning of the meeting or where the attendance falls below two at any time during the meeting, the meeting shall be adjourned to the same time and place on the next working day. In case quorum is not present at such adjourned meeting also, a fresh notice calling the meeting shall have to be sent to all the Partners in the manner prescribed herein.

6.7 Voting Rights:

Unless otherwise specified in this Agreement, all the matters and issues relating to the LLP shall be decided in a meeting by majority of partners present, and in case of equality of votes, the chairperson shall have a second or casting vote.

6.8 Minutes

The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of a meeting shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

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ARTICLE 7: PARTNERS' CONTRIBUTION

7.1 Capital Account:

The LLP shall maintain fixed and variable capital accounts of each partner.

The LLP shall maintain separate capital contribution account for each Partner. The fixed capital of the LLP shall be contributed in the proportion detailed in the following SCHEDULE.

x Yohal x Mayur

x Bhavesh pandhi x Bhavesh

CAPITAL CONTRIBUTION BY PARTNERS

Sr. No.	NAME OF PARTNER	Contribution (IN %)	Contribution (AMT. IN ₹)
1.	Mr. Mitesh Dineshbhai Chagg	50	5,00,000
2	Mr. Bhavesh Balkrishna Pandhi	20	2,00,000
3	Mr. Mayur Dhawajsinh Jadeja	10	1,00,000
4	Mr. Kalpesh Kumar Thakkar	8	80,000
5	Mr. Bhavesh Natvarlal Shah	7	70,000
6	Ms. Gayatriben Ramchand Sujanani	5	50,000
Total		**100%**	**10,00,000**

7.2 Forms of contribution

The contribution of the Partner may be tangible, intangible, movable or immovable property or in the form of contract of service, etc. However, the contribution in a form other than money shall be valued by an approved valuer, as provided under the LLP Act/Rules.

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7.3 Nature of contribution

Subject to the provisions of this Agreement, the capital commitment of all the parties hereto shall represent the maximum aggregate amount of cash and property that each party is required to contribute to the capital of the LLP in the proportion of their contribution and in terms of this Agreement and shall not be changed during the term of the LLP, without all Partner's consent.

7.4 Additional contribution

The additional funds required for the purpose of LLP business may be brought in by way of current capital or loans as may be mutually agreed upon from time to time. There shall be a separate account in the nature of current account for such contribution in respect of each of the partners for their transactions having credit/debit effects thereto.

Partners shall have option to bring and contribute additional capital in such proportion as may be agreed upon between them. Contribution may make in cash, in the form of properties, assets, or a running business, as may be decided by the partners from time to time.

7.5 Additional contribution by way of Borrowing:

WHEREAS the Firm can borrow money from any Bank / Financial Institution / NBFC etc. and mortgaged any of its Property / Properties / Assets with any Bank / Financial Institution / NBFC etc and to give guarantee for the same for loan taken by firm.

7.6 Withdrawal/ Transfer/sell of contribution:

Subject to the provisions of this aggregate, partner shall have the right to withdraw/transfer/sell from the LLP all or any part of their capital contribution with the consent of the other partner.

7.7 Mode of return of capital contribution:

A partner, irrespective of the nature of their capital contribution, shall only have the right to demand and receive cash or cheque in return for their capital contribution. This shall however be subject to the agreement of the partners in duly convened meeting.

Bhavesh pandhi

7.8 Interest on contribution:

Interest shall be paid /charged on the capital accounts of the partners' @ 12% per annum or at such other rate or rates as may be specified as the maximum rate of interest in section 40(b) (IV) of the Income Tax Act, 1961, from time to time. The Partners can decide not to pay interest also.

7.9 Liability in case of death or disability of Partner:

The interests of Partners in the LLP constitute their personal estate. In the event of the death or legal disability of any Partner, the legal heirs of such Partner become the partner of the LLP. In case a Partner is not a natural person, the authorized representative of such Partner shall be bound by the provisions of this LLP Agreement.

ARTICLE 8: ADMISSION OF PARTNERS/DESIGNATED PARTNERS

8.1 Admission of a new Partner

A new Partner may be introduced with the consent of all the parties hereto on such terms and conditions as the parties hereto may agree with the person to be introduced as a Partner in the LLP.

8.2 Changes in Designated Partner

The LLP may appoint or remove a Designated Partner with the approval of all the existing partners hereto. In any decision concerning removal of a Designated Partner, the concerned Designated Partner shall not be a party and shall not be titled to cast his vote.

8.3 Number of Designated Partners

The LLP shall, at all given times have at least two Designated Partners, one of whom shall be resident in India. In case no Designated Partner is appointed or if at any time there is only one or no Designated Partner, each Partner shall be deemed to be a Designated Partner.

ARTICLE 9: CESSATION OF PARTNERS

9.1 Resignation/Voluntary withdrawal

If any partner desires to retire from the partnership, he/she/it may do so by giving one month advance notice in writing of his/her intention to retire, to the other partners and at the expiry of the said one month period, he/she shall cease to be a partners and the partnership shall not be dissolved on such retirement but shall be continued by the remaining partners.

9.2 Entitlement of resigning/Deceased Partner

The resigning Partner/the former Partner or a person entitled to their share in consequence of the death or insolvency of the former partner, shall be entitled to receive following from the LLP:

(a) an amount equal to the capital contribution of the former Partner actually made to the LLP; and

(b) Their right to share in the accumulated profits of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the former Partner ceased to be a Partner.

Such, entitlements shall however be subject to deduction/charging of applicable taxes, if any.

9.3 Death of a Partner

On the death of any Partner, the LLP shall not be dissolved. In such a case, the following order of preference shall be followed:

(i) the deceased Partner's legal heir shall have the choice of either being admitted as a Partner in his/her place; or

(ii) selling of their share to any of the existing Partner's with the consent of their legal heir/s.

9.4 Expulsion of Partner and termination of their partnership

If any Partner-

- Becomes insolvent, the LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in the LLP;
- commit a material breach (other than a technical/procedural default) of any of the provisions of this Agreement; or
- Commits any criminal offence or does or suffers any act which would be a ground for the dissolution of the LLP by the Court/Tribunal,

It shall be, in such a case, lawful for the other Partners by notice in writing to the offending or incapacitated Partner or their trustee or official assignee to expel/terminate such Partner and the other Partners shall have the option to purchase their share and pay the purchase price to the offending Partner or their trustee.

9.5 Insolvency of Partner

If a Partner becomes insolvent, the LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in LLP. The remaining Partners shall have the option to purchase the share of such insolvent Partner.

9.6 Other effects of cessation

The cessation of a Partners/Designated Partners from a LLP shall not by itself discharge the Partners from any obligation towards the LLP or to the other Partners or to any other person which they incurred, while being a Partner/Designated Partner.

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ARTICLE 10: BOOKS OF ACCOUNTS

10.1 Business to be carried out in the name of LLP

All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold by and in the name of the LLP. Similarly, all services be availed or rendered by and in the name of the LLP. All the bills, vouchers, delivery notes, etc. shall be issued in the name of the LLP.

10.2 Accounting of LLP expenses

All outgoing and expenses of the LLP and all losses or damages incurred, interest payable for any loans received and taxes, etc shall be paid first out of the profits of the LLP and next out of Partners' capital account in the shares in which they are entitled to the net profits of the LLP.

10.3 LLP receivables

All moneys, bills notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the Designated Bank to the credit of the amount of LLP, except such amount of cash sum(s) as are immediately required to meet the current expenses of the LLP.

10.4 Maintenance and audit of books of account

The accounts of the LLP shall be maintained according to the accounting year (April to March), and Statement of Account and solvency shall be drawn of all the capital assets and liabilities of the LLP, as at 31st March in each year and, if required by the LLP Act/Rules, the statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of this Agreement and applicable provisions of the LLP Act.

x x x x x Bhavesh pandya x x x x

10.5 Approval of accounts

The accounts of the LLP as on 31st March each year shall be approved by all the Partners of LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of the Partners.

10.6 Basis of maintenance of accounts

Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP as conducted in each financial year. Such books and records shall be maintained on an accrual basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or the Rules or by the Institute of Chartered Accountants of India; or any other competent authority.

ARTICLE 11: STATUTORY RECORDS AND FILINGS

11.1 Maintenance of records

The LLP shall keep at its registered office:

(a) A current list of the full name and last known business, residence or mailing address of each Partner and Designated Partner in alphabetical order;
(b) Copies of this LLP Agreement, and all amendments and modifications hereto;
(c) Copies of the income-tax returns and reports of the LLP, if any; and
(d) Copies of any financial statements of the LLP.

11.2 Annual filing

The LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period prescribed in the rules in each financial year and an Annual Return with the Registrar within a period prescribed in the rules in each financial year, in the form prescribed under the LLP Act.

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ARTICLE 12: STATUTORY AUDITORS

12.1 Appointment by Designated Partners of auditor:

Upon reaching the prescribed threshold limit of contribution or turnover for appointment of auditor, as provided under the LLP Act/Rules, the Designated Partners shall, by passing a resolution at their meeting, appoint the first statutory auditor within three months of reaching the above threshold limit, to audit the accounts of the LLP. Further, in case of resignation/death or removal of auditor, the Designated Partners may appoint the statutory auditor to fill the vacancy.

12.2 Audit fee

The fee to be paid to the statutory auditor shall be collectively decided by the Designated Partner(s), subject to such restrictions as may be imposed by the Partners through a resolution passed at their meeting.

12.3 Qualification for appointment as Auditor

A person shall not be qualified to be appointed as statutory auditor of the LLP unless he is a Chartered Accountant in practice. A firm of Chartered Accountants in practice or a Limited Liability Partnership formed exclusively by Chartered Accountants in practice may also be appointed as statutory auditor, subject to the permissibility thereof by their governing body, the Institute of Chartered Accountants of India.

x x x Bhavesh pandya

x x x x

12.4 Appointment on annual basis

An auditor of a LLP shall be appointed for each financial year of the LLP for auditing its accounts. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period:

(a) new auditors are appointed, or

(b) They are re-appointed.

12.5 Effect of failure to appoint auditor

Where no auditor has been appointed as above, any auditor holding the office of statutory auditor shall be deemed to have been re-appointed, unless the majority of Partners have determined that they should not be re-appointed and have given a notice to this effect to the LLP.

ARTICLE 13: PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS

13.1 Drawings

Partners shall be entitled to withdraw any amount during the year from the Partnership towards their share of Profit or out of their current, Loan or Capital Account from time to time as may be decided by the Partners by mutual consent. The aforesaid withdrawal shall be first adjusted against their share of profit and then Capital Account.

13.2 Profit & Loss sharing

The net profits of the LLP arrived at after payment of applicable taxes and providing for payment of remuneration to the Designated Partners and interest to Partners on the loan given by them shall be divided in the proportion specified in the following SCHEDULE of this Agreement. Losses, if any shall be borne by the Partners in the same proportion as profits.

SCHEDULE

PROFIT & LOSS SHARING

Sr. No.	PARTICULARS	RATIO (%)
1	Mr. Mitesh Dineshbhai Chagg	50
2	Mr. Bhavesh Balkrishna Pandhi	20
3	Mr. Mayur Dhawajsinh Jadeja	10
4	Mr. Kalpesh Kumar Thakkar	8
5	Mr. Bhavesh Natvarlal Shah	7
6	Ms. Gayatriben Ramchand Sujanani	5
	Total	**100**

NOTARY ANURADHA C. SHETH AHMEDABAD DIST GUJARAT STATE Reg. No. 3678 EXPIRY DATE 19/09/2026 GOVT. OF INDIA

ARTICLE 14: RIGHTS OF PARTNERS

14.1 Right to take part in business

Every Partner shall have the right to take part in conduct of business of the LLP.

14.2 Rights, title and interest in assets and properties

In the event of any distribution, all Partners shall have the rights, title and interest in all the assets and properties in the LLP. Such rights, title and interest shall be in the proportion of their respective capital contribution.

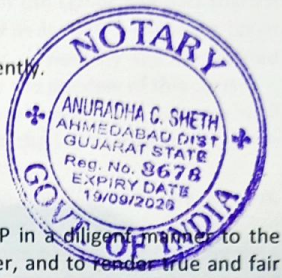
However, if a Partner becomes insolvent during their tenure as a Partner in the LLP, their rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

14.3 Right to access and inspect books

All the Partners shall have the right to access, inspect and copy any books of the LLP.

14.4 Right to continue independent business

Each of the Partners can continue the existing business independently.



ARTICLE 15: DUTIES OF PARTNERS

15.1 Fiduciary duties

Each Partner shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

15.2 Duty to indemnify loss caused by fraud

The defaulting Partner(s) shall indemnify the LLP and the other existing Partners for any loss caused to it by their fraud/fraudulent conduct of the business of the LLP.

15.3 Duty to pay back personal profits earned by Partners

If any Partner derives any profit for him/her without the consent of the LLP from any transaction concerning the LLP, or from use of the property or business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

15.4 Confidentiality of a partnership information

(a) Disclosure of a Partners' confidential information to any of the officer, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.

Further, such disclosure shall be limited to the extent consistent with the rights and responsibilities enumerated under this Agreement, and shall only be made to persons who are bound to maintain the confidentially thereof and not to use such confidential information except as expressly permitted by this Agreement.

(b) All the partners shall exercise the same standard of prudence and diligence, but no less than a reasonable standard of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

(c) Within sixty days following termination or expiration of this Agreement, each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of document.

(d) Any employee who has access to confidential information of another Partner is liable to maintain such information in confidence and not to use such information except as expressly permitted in this Agreement. All the partners hereby agree to enforce confidentiality obligations by which its employees and consultants are bound.

15.5 Other duties

None of the Partner shall without the written consent of other Partners:

(a) Engage or except for gross misconduct, dismiss any employees of the LLP.

(b) Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business to the account and for the benefit of the LLP.

(c) Enter into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the Designated Partners in the ordinary course of the business shall be outside the purview of this clause.

(d) Assign, mortgage or charge any asset or property of the LLP. However, the Partners shall have right to assign/transfer their share of profits and losses in the LLP as well as to receive distributions in the LLP, in full or in part.

(e) Lend money or give credit on behalf of the LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.

(f) Compromise or compound or release or discharge (except upon payment in full) any debt due to the LLP except upon the consent of the LLP in a meeting or though specific delegation of such powers on the Designated Partner(s).

(g) Buy, order, contract or procure any property, goods or services for the LLP without prior written consent of the Designated Partners.

15.6 Liability of Partners to make good losses incurred in certain cases

Any loss incurred through breach of the provisions mentioned above shall be made good to **'BEQUEST INFRAPROJECTS LLP'** by the Partner whose conduct caused the LLP to incur the same.

ARTICLE 16: PARTNERS' RELATIONS, AUTHORITIES, RESTRICTIONS AND LIMITATION OF LIABILITIES

16.1 Inter se relation among Partners and their relation with the LLP

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

NOTARY ANURADHA C. SHETH AHMEDABAD DIST GUJARAT STATE Reg. No. 8678 EXPIRY DATE 31/03/2025 GOVT. OF INDIA

16.2 Restriction on authority

No Partner shall:

(a) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the purpose of the LLP;

(b) use the LLP name, credit, or property for other than the purpose of the LLP;

(c) Do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

16.3 Prohibited acts

Except as otherwise expressly provided in an Agreement:

(a) Partners or Designated Partners of the LLP and others employees of the LLP shall not compete with the LLP in the conduct or winding upon the activities of the LLP.

(b) Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of the Partners in a properly and physically convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP business and had made a declaration of their interest in such business to the LLP at the time of being admitted as a Partner thereto.

16.4 Extent of Partner's liability

The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this Agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise

any deficit in its capital account or the capital account of any other Partner, if such deficits occur.

16.5 Protection to Partners by LLP

The 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 the LLP, except for the gross negligence or willful misconduct of the Partner or the officer(s) seeking indemnification.

16.6 LLP not to be bound by certain acts

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

(a) The Partner in fact has no authority to act for the LLP in doing a particular act and;

(b) The person knows that he has no authority or does not know or believe him to be a Partner of the LLP.

ARTICLE 17: CONSEQUENCES OF BREACH OF COVENANTS

17.1 Default in performance of obligations by Partners

If a Partner materially defaults in the performance of their obligations under this Agreement, and such default is not cured within 3 days after notice of such default is given by the LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 3 days after notice of such default is given by a Partner to the defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement.

17.2 Available rights and remedies

If a Partner fails to perform their obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

NOTARY GOVT. OF INDIA ANURADHA C. SHETH AHMEDABAD DIST GUJARAT STATE Reg. No. 8678 EXPIRY DATE 19/09/2026

17.3 Waiver or consent to breach

No consent or waiver, express or implied, by a Partner of any breach or default by other Partner in the course of performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner. Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under this Agreement.

17.4 Remedy for material breach

If material breach of this Agreement is committed by a Partner then the scope of cure of such breach shall conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the Arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted for such breach then the Partner serving notice to the defaulting Partner has the right to request dissolution of the LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting partner(s) would be in addition and without prejudice to his/their right to seek indemnification under Article 20 and 21 of this Agreement.

ARTICLE 18: TITLE TO PROPERTY

18.1 The immovable properties purchased by the LLP shall have clear and marketable title free from all encumbrances. All properties of the LLP shall be held and registered, where necessary, in the name of the LLP.

ARTICLE 19: INDEMNIFICATION

19.1 Indemnification by, and among, the Partners

None of the Partners shall indemnify the other Partner(s) or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("Indemnities") for any loss, claim, damage, liability or action except to the extent resulting from their gross negligence, misconduct, willful wrong doing or breach of their obligations(s) in terms of Article 18 of this Agreement. This provision does not seek to limit other remedies available to the Partners under the existing laws.

19.2 Procedure for indemnification

An indemnity (the "Indemnitee") that intends to claim indemnification under Article 21 shall promptly notify the other Partner (the "Indemnitor") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel of its own choice.

19.3 Limitation of indemnity

The provisions of indemnity in this Agreement shall not be withheld unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such action, if prejudicial to their/its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnities under this Article.

19.4 Co-operation

At the Indemnitor's request, the Indemnities under this Article and its employees and agents, shall co-operate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

19.5 Notice of indemnification and payment of legal costs

Any indemnification of, or payment of legal costs to, a Partner or a Designated Partner or any other employee in accordance with this Article, if arising out of a proceeding by or on behalf of the LLP shall be reported in writing to the Partners.

NOTARY ANURADHA C. SHETH AHMEDABAD DIST. GUJARAT STATE Reg. No. 8678 EXPIRY DATE

ARTICLE 20: WINDING UP AND DISSOLUTION

20.1 Voluntary winding up

The LLP shall be liquidated pursuant to the terms and conditions contained in this agreement and the provisions of the LLP Act upon a decision to dissolve the LLP by a written consent of the Designated Partners of the LLP, in terms of the value of their 'capital contribution' to the LLP.

20.2 Compulsory winding up

Notwithstanding anything contained in this Agreement, the LLP shall be deemed to be terminated in the following cases:

(a) Number of Partners falls below two, and the LLP continue to carry on its business with less than two Partners for a period of six months;

(b) Partner's non-economic right (viz., right to take part in the management, etc.) is transferred to a third party without the approval of the existing Partners.

20.3 Appointment of Liquidator

Upon the occurrence of an event of dissolution as defined in the LLP Act or in this Agreement, that would trigger winding-up action, the LLP shall cease to engage in any further business,

except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets in the manner prescribed in the LLP Act and Rules.

The Designated Partner shall appoint a liquidator, who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding-up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be file a statement of intent to dissolve the LLP as required by the LLP Act and/or the Rules.

20.4 Status during liquidation

During the course of liquidation, the Partners shall continue to share profits and losses of the LLP but there shall be no cash distributions to the Partners until the Distribution Date as defined in Article 21.5 hereof.

20.5 Distribution Date

Liquidation shall continue until the affairs of the LLP are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for. When the liquidator has determined that there can be a final accounting, the liquidator shall fix a date (note to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceased to be a going concern, or if later, ninety days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the Partners as provided in Article 21.6 hereof not later than the Distribution Date.

20.6 Appropriation of proceeds of liquidation

Subject to provisions of the LLP Act, upon the winding up and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

(a) First, to pay all expenses of liquidation and winding up;

(b) Second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;

(c) Third, to pay all debts of the LLP owing to a Partner; and

(d) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest-bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners in proportion of their respective profit-sharing ratio.

NOTARY ANURADHA C. SHETH AHMEDABAD DIST GUJARAT STATE Reg. No. 8678 EXPIRY DATE 30/03/2026 GOVT. OF INDIA

ARTICLE 21: GENERAL PROVISIONS

21.1 Amendment, repeal or modification

Subject however to any contrary provisions in the LLP Act, this Agreement may be amended only by the affirmative vote of the designated partners only. Any such amendment shall be in writing and shall be duly executed.

21.2 Binding effect

Subject to the provisions of this Agreement, the terms and conditions made herein shall have precedence over any other Agreement concluded before the execution of this Agreement. The Partners shall be bound by the terms of this Agreement and any change in the said terms shall be expressly reflected in their Agreement and the required amendment shall be made only with the consent [of all the Partners] and in writing.

X Bhavesh pandya

X Bhavesh pandya

X Meyur

X Bhavesh

21.3 Construction

The agreement shall be construed as per the provisions of the LLP Act and other laws, notifications, circulars and rules for the time being in force in India.

21.4 Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by email, express courier, registered/speed post or facsimile to:

BEQUEST INFRAPROJECTS LLP
Third Floor, KIFS House (KHANDWALA HOUSE),
Nr. Landmark Hotel, Ambli Bopal BRTS Road,
Ambli, Ahmedabad, Gujarat 380058 India
Email ID: shyaswainfra@gmail.com

21.5 Severability

If one or more provisions of this Agreement are held by a proper Court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

21.6 Waiver

No part of this Agreement shall be deemed to have been waived by any Partner or any other person thereof unless such statement of waiver is submitted in writing by the Partner or such person seeking the waiver and shall be subject to unanimous consent of the remaining or all the Partners as the case may be.

NOTARY
ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
Reg. No. 8678
EXPIRY DATE
GOVT. OF INDIA

21.7 Dispute Resolution

In case of any dispute or differences among the Partners or between the Partners and the legal heirs/representatives of the deceased Partner or between Partner and LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue. Where such dialogue fails, the matter shall be referred to a single arbitrator, if the parties agree upon one, or if the parties fail to reach a consensus on such appointment, then such appointment shall be made in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 (the 'Arbitration Act') and/or any statutory modification or re-enactment thereof for the time being in force. Such arbitral awards(s) shall be binding on all parties to the dispute.

21.8 Entire agreement

Subject to the provisions of this Agreement, the Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the Partners as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the Partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable to bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reasons of this Agreement, except as expressly provided herein. In addition, none of the Partners can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the other Partners.

21.9 Savings

In the absence of any specific provisions to the contrary, nothing in this Agreement shall be deemed to limit or otherwise affect any special or local law now in force or any special jurisdiction or power conferred, or any special form of procedure prescribed, by or under any other law for the time in force.

21.10 Governing law

This Agreement shall be governed by the laws of India which are in force and which may been enacted by the Government of India from time to time.

21.11 Jurisdiction

Subject to the provisions mentioned hereinbefore, competent courts in the State of Gujarat, Ahmedabad City shall have exclusive jurisdiction to adjudicate over matter relating to or arising out of the present Agreement.

NOTARY
ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
Reg. No. 8678
EXPIRY DATE
19/09/2026
GOVT. OF INDIA

THE PARTIES TO THIS AGREEMENT HAVE SIGNED THIS AGREEMENT ON 06th February, 2023 **AT THE PLACE MENTIONED HEREIN ABOVE.**

Signed and delivered by the, in the presence of;

1. **Mr. Manish Dilipbhai Shah**
   Being the party of the First Part,



2. **Mr. Yash Manish Shah**
   Being the party of the Second Part,



3. **Mr. Mitesh Dineshbhai Chagg**
   Being the party of the Third Part,



4. **Mr. Bhavesh Balkrishna Pandhi**
   Being the party of the Fourth Part,



5. **Mr. Mayur Ddawajsinh Jadeja**
   Being the party of the Fifth Part,



6. **Mr. Kalpesh Kumar Thakkar**
   Being the party of the Sixth Part,



7. **Mr. Bhavesh Natvarlal Shah**
   Being the party of the Seventh Part,



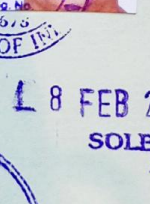
8. **Ms. Gayatriben Ramchand Sujanani**
   Being the party of the Eighth Part,

Common Witness:

1. Name: Vaishal Shah
   Address: True Value House
   Satellite
   Ahmedabad

Name: Bakush Thakor
Address: True Value House
opp: Sandarvan, NR, ISRO
Satellite. Ahmedabad-380015







18 FEB 2023
SOLEMNLY AFFIRMED
BEFORE ME
ANURADHA C. SHETH
NOTARY
GOVT. OF INDIA

B-22
22-02-22

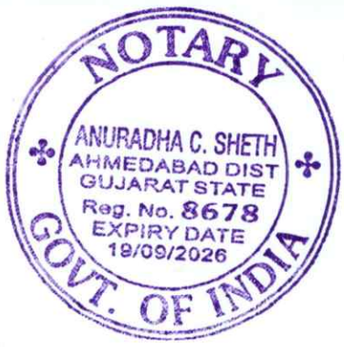
LIMITED LIABILITY PARTNERSHIP AGREEMENT

WITH EFFECT FROM 21st FEBRUARY, 2022

BEQUEST INFRAPROJECTS LLP







S.R. No. B. 22 Dt. 22/2/2022

ANURADHA C. SHETH
NOTARY
GOVT. OF INDIA

22 FEB 2022

THE AHMEDABAD MERCANTILE CO-OP. BANK LTD PREMCHANDNAGAR ROAD, AHMEDABAD-380015. No.GUJ/SOS/AUTH/AV/214/2008

INDIA NON JUDICIAL GUJARAT STAMP DUTY PB6701 ₹10000000 FEB 21 2022 12:14 भारत गुजरात

LIMITED LIABILITY PARTNERSHIP AGREEMENT
BEQUEST INFRAPROJECTS LLP

This Limited Liability Partnership Agreement (the "LLP Agreement") made and entered into on this 21st February, 2022 at Ahmedabad, Gujarat, India by and among:

1. **Mr.Manish Dilipbhai Shah** son of Late Shri Dilipbhai Shah, Indian Inhabitant, Adult, Occupation Business, residing at2, Aarjav Society, Opp. Fun Republic, Nr. Satellite Police Station, Ramdevnagar,Ahmedabad-380015, Gujarat, India, act as Designated Partner hereinafter referred to as the party of the First Part;

2. **Mr. Yash Manish Shah**, son of Mr. Manish Dilipbhai Shah, Indian Inhabitant, Adult, Occupation Business, residing at 2, Aarjav Society, Opp. Fun Republic, Nr. Satellite Police Station, Ramdevnagar,Ahmedabad-380015, Gujarat, India and act as Designated Partner hereinafter referred to as the party of the Second Part;

(Which expression shall unless, it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators, legal representatives, successors, transferees and assignees.)

(Depending on the context in which such term is used, each party to this Agreement shall be singularly known as 'Partner' or 'Party' and collectively as 'Partners' or 'Parties')

WHEREAS the parties hereto are desirous to start and carry on the business in the form of Limited Liability Partnership ('LLP')

AND WHEREAS pursuant to this LLP Agreement, the parties hereto have agreed to incorporate a Limited Liability Partnership in the name and style of **'BEQUEST INFRAPROJECTS LLP'** in accordance with the provisions of the Limited Liability Partnership Act, 2008, and as amended from time to time.

AND WHEREAS The object of the LLP shall be to carry on the business in India or elsewhere the business of Infrastructure Developers, Real Estate Developers, Land Developers, Builders, Contractors, Property Developers, and for that purpose to own, construct, develop, improve, take on lease basis or to acquire in any other manner and to hold, manage and operate and to sell or deal in any other manner land, plots, houses, apartments, premises, bungalows, flats, units, sheds, shops, offices, shopping malls, go-downs, service apartments, hotels, business centers, multiplexes, and other commercial and residential premises, and to provide in connection thereto all facilities and services and to engage in project and construction management services and to execute contracts in relation to infrastructure projects like airports, seaports, roads, bridges, water & sanitation projects, solid waste management, power projects, industrial and technology parks, special economic zones and other projects in the name and style of " **BEQUEST INFRAPROJECTS LLP** " on the terms set forth in this LLP Agreement.

NOW, THEREFORE, THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSETH AS FOLLOWS:

NOTARY ANURADHA C. SHETH AHMEDABAD DIST GUJARAT STATE Reg. No. 8678 EXPIRY DATE 19/09/2026 GOVT. OF INDIA

ARTICLE 1: RECITALS

The Parties hereto have agreed and hereby consent to this LLP Agreement:

- to form a Limited Liability Partnership in the name and style of **'BEQUEST INFRAPROJECTS LLP'**;
- to provide for their respective rights, powers, duties and obligations as Partners; and
- to reduce the terms and conditions relating to the management, operations and closure of the LLP in writings.

This LLP Agreement shall be filed with the Registrar at the time of incorporation of the LLP in accordance with the provisions of the LLP Act and subsequently on each modification(s) thereto.

ARTICLE 2: DEFINITIONS

2.1 In this LLP Agreement and the Schedules annexed hereto the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

(a) **"Address",** in relation to a partner of a LLP, means an individual, their usual residential address mentioned hereinabove;

(b) **"Agreement' or LLP Agreement'** means this Agreement, as originally executed and as amended, modified or supplemented from time to time;

(c) **"Accounting Year" or "Financial year"** of the LLP means the year ending on the 31st day of March of the subsequent year or as may be define time to time;

(d) **"Business"** means the business to be conducted by the LLP as mentioned in clause 3.3 below and as amended, modify or supplemented from time to time.

(e) **"Capital contributions"** means the contributions made by the Partners to the LLP pursuant to Article 8 hereof and, in the case of all the Partners, the same would refer to the aggregate of all such capital contributions;

(f) **"Confidential Information"** means and includes, but is not limited to, all information of a secret or confidential nature relating to the affairs of **'BEQUEST INFRAPROJECTS LLP'** or any person related to the LLP whose information is held within the LLP. This kind of information would also include in its ambit, any and all information that is essential to carry on day-to-day business of the LLP and as may be decided by a majority of the Partners from time to time;

(g) **"Designated Partner(s)"** mean the Partner(s) whose name is/are set forth in this Agreement and include any Partner designated as such pursuant to the provisions of this LLP Agreement, and who has given their prior consent to act as such to the LLP in the prescribed form;

(h) **"LLP Act"** or **"the Act"**shall mean the Limited Liability Partnership Act, 2008, as amended from time to time;

(i) **"LLP Rules" or "the Rules"** mean the Limited Liability Partnership Rules, 2009, as amended from time to time;

(j) **"Partner(s)"** in relation to this LLP, means any person who becomes a partner in this LLP in accordance with the LLP Agreement from time to time.

(k) **"Partners'Interest"** means the ownership interest of a Partner in the LLP, including a Partners' right to share in the income, gain, loss, deduction and credits of and the right to receive distributions from the LLP. It also includes a Partners' right to vote and otherwise participate in the operation or affairs of the LLP as provided for in this Agreement and under the LLP Act;

(l) **"Registrar"** shall have the meaning, as assigned under the LLP Act;

2.2 Terms not defined herein but defined under the LLP Act or LLP Rules, shall have the respective meaning assigned to them under the LLP Act or LLP Rules.

ARTICLE 3: NAME, OBJECTIVES AND FORMATION

3.1 Name

The business of the LLP shall be carried on in the name and style of **'BEQUEST INFRAPROJECTS LLP'**. Any change in the name of the LLP shall be notified to the Registrar by the Designated Partner(s) in accordance with the provisions of the LLP Act and the Rules.

3.2 Registered Office

The LLP shall have its registered office situated at Bunglow No 3, Satellite Co. Op. HSL, Nr. Bhavnirzar, Satellite Road, Ahmedabad - 380015, India and/or at such other place as may be mutually agreed upon by the parties hereto.

3.3 Business

AND WHEREAS The object of the LLP shall be to carry on the business in India or elsewhere the business of Infrastructure Developers, Real Estate Developers, Land Developers, Builders, Contractors, Property Developers, and for that purpose to own, construct, develop, improve, take on lease basis or to acquire in any other manner and to hold, manage and operate and to sell or deal in any other manner land, plots, houses, apartments, premises, bungalows, flats, units, sheds, shops, offices, shopping malls, go-downs, service apartments, hotels, business centers, multiplexes, and other commercial and residential premises, and to provide in connection thereto all facilities and services and to engage in project and construction management services and to execute contracts in relation to infrastructure projects like airports, seaports, roads, bridges, water & sanitation projects, solid waste management, power projects, industrial and technology parks, special economic zones and other projects in the name and style of " **BEQUEST INFRAPROJECTS LLP** " on the terms set forth in this LLP Agreement.

3.4 Term

The LLP as constituted under this Agreement shall be deemed to have commenced its business on and from the date of incorporation of the LLP and shall continue until dissolved and liquidated in accordance with the provisions set forth in this Agreement and as provided under the Act and/or the Rules.

3.5 Incorporation

The incorporation of LLP shall be duly organized and continue to validly exist under the laws applicable to it. The LLP, upon its Incorporation into the LLP shall be qualified to do business and shall have all the requisite powers and authorities to inter alia conduct its business, to own, lease and operate its properties and to execute, deliver and perform this Agreement.

The Partners shall complete and deliver such forms as may be required to the Registrar and pay all required fee to incorporate the LLP in accordance with the LLP Act. The certificate of registration of the LLP shall be kept at the registered office of the LLP.

3.6 Banker(s)

The authorized/designated Partners of the LLP shall open a bank account/s in such bank/s in the name of the LLP, as the Partners may from time to time unanimously agree upon. The bank account shall be operated by any partner/s as may be decided unanimously by all the Partners present in the meeting in which such decision is taken.

ARTICLE 4: PARTNER AT THE TIME OF INCORPORATION

4.1 The partners who have subscribed their names to this LLP Agreement and to the incorporation document to be filed with the Registrar on the incorporation of the LLP shall be the Partners of the LLP at the time of its incorporation.

4.2 Changes in Partners

Any change in the Partnership shall be reflected in this Agreement and shall be intimated to the Registrar in a manner and by giving such notice, as prescribed under the LLP Act.

ARTICLE 5: DESIGNATED PARTNER

5.1 Designated Partners at the time of incorporation

The names of the Designated Partners, as on the date of incorporation, along with their corresponding Designated Partner Identification Number ("DPIN") have been provided in the following SCHEDULE.

Name Of The Designated Partners

Sr. No.	NAME OF THE PARTNERS	DESIGNATION	DPIN
1.	Mr. Manish Dilipbhai Shah	Designated Partner	00715551
2.	Ms. Yash Manish Shah	Designated Partner	06904294

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5.2 Responsibility of legal compliance

Both the Designated Partners hereto be responsible for doing of all such acts, matters and things as are required to be done by the LLP in respect of compliance with the provisions of the LLP Act including filing of any document, return, statement and the like report pursuant to the provisions of the LLP Act or as specified in this LLP Agreement.

5.3 General role

In addition to their specific role and responsibility under any Article(s) of this Agreement, the Designated Partners shall be responsible for carrying out the provisions an5d the purpose(s) of this Agreement.

5.4 Remuneration

Party of the First and Second Part shall be entitled to the Remuneration as may be mutually agreed to by the Partners. Such Remuneration shall be called as 'Partner's Remuneration'.

They shall be entitled to draw salary/remuneration to the extent and in the manner provided u/s. 40 (b) of the Income Tax Act, 1961 (As amended from time to time) as under:

Sr. No.	NAME OF THE PARTNERS	Remuneration in %
1.	Mr. Manish Dilipbhai Shah	50
2.	Mr. Yash Manish Shah	50

In case of loss, remuneration shall be paid by mutual consent of all the partners. Further, the partners shall be entitled to increase or reduce the remuneration

ARTICLE 6: MANAGEMENT OF THE PARTNERSHIP

6.1 Day to day management

Subject to the provisions of this Agreement, day-to-day operations of the LLP shall be vested with the Designated Partners hereto, who shall have the power on behalf and in the name of the LLP to carry business and execute, sign all of the papers of the LLP in accordance with the powers delegated to them by the Partners, in the manner prescribed herein below.

6.2 Decision taking power

Unless otherwise provided herein or prescribed in the Act, all specific decisions will be made by consent of all partners.

6.3 Delegation of authority

All the parties through a resolution passed at their meeting authorize the Designated Partners to do such specific acts, deeds and things, as they may think fit and proper.

6.4 Matters requiring approval of All Partners

Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all partners:

(a) Change of name of the LLP
(b) Change in business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
(c) Admission of new Partner;

(d) Increase in the capital contribution of the Partners;
(e) Appointment or removal of a Designated Partner;
(f) Opening of new bank account in the name of the LLP;
(g) Purchase of any fixed assets or such other things or incurring of any capital expenditure
(h) Amendment to any Article of this Agreement;
(i) Removal of Auditor;
(j) Finalizing and signing the annual statement of accounts and statement of solvency.





ARTICLE 7: MEETING

7.1 Frequency of meetings

Meetings shall be held as determined by the Partners of LLP at mutually agreed time intervals. Meetings of the Partners for any specific purpose may be called at any time by way of the Designated Partners or by any other Partner.

7.2 Service of notice for meeting of Partners

The meeting of Partners may be called by giving 7 day's notice to all the Partners at their residential address or electronically to the email addresses provided by the individual Partners in writing to the LLP. The meeting may be called at a shorter notice, provided consent of the all Partners agree thereto either by way of an advance communication to the LLP or in the concerned meeting itself.

7.3 Meeting through teleconferencing, videoconferencing, or through any other telecommunication/electronic media

A meeting of the Partners may be conducted through teleconferencing, videoconferencing, or through any other telecommunication/electronic media, to which the Partners may agree to.

7.4 Appointment of Chairman

At each meeting, a Chairman shall be appointed from amongst the parties hereto, who shall preside over the proceedings of the said meeting.

7.5 Venue of meeting

The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as may be unanimously decided by the Partners.

7.6 Quorum

Two Partners, personally present throughout the meeting, shall constitute the quorum for a meeting of the Partners. In case the quorum is not present at the beginning of the meeting or where the attendance falls below two at any time during the meeting, the meeting shall be adjourned to the same time and place on the next working day. In case quorum is not present at such adjourned meeting also, a fresh notice calling the meeting shall have to be sent to all the Partners in the manner prescribed herein.

7.7 Voting Rights:

Unless otherwise specified in this Agreement, all the matters and issues relating to the LLP shall be decided in a meeting by majority of partners present, and in case of equality of votes, the chairperson shall have a second or casting vote.

7.8 Minutes

The decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes and such minutes shall be maintained at its registered office. The minutes of a meeting shall be signed by the Chairman of that meeting or by the Chairman of the immediate next meeting.

ARTICLE 8: PARTNERS' CONTRIBUTION

8.1 Capital Account:

The LLP shall maintain fixed and variable capital accounts of each partner.

8.2 Initial contribution

The LLP shall maintain separate capital contribution account for each Partner. The fixed capital of the LLP shall be contributed in the proportion detailed in the following SCHEDULE.

CAPITAL CONTRIBUTION BY PARTNERS

Sr. No.	NAME OF PARTNER	Contribution (IN %)	Contribution (AMT. IN ₹)
1.	Mr. Manish Dilipbhai Shah	50	10,000
2.	Mr. Yash Manish Shah	50	10,000
Total		**100%**	**20,000**

8.3 Forms of contribution

The contribution of the Partner may be tangible, intangible, movable or immovable property, or in the form of contract of service, etc. However, the contribution in a form other than money shall be valued by an approved valuer, as provided under the LLP Act/Rules.

8.4 Nature of contribution

Subject to the provisions of this Agreement, the capital commitment of all the parties hereto shall represent the maximum aggregate amount of cash and property that each party is required to contribute to the capital of the LLP in the proportion of their contribution and in terms of this Agreement and shall not be changed during the term of the LLP, without all Partner's consent.

8.5 Additional contribution

The additional funds required for the purpose of LLP business may be brought in by way of current capital or loans as may be mutually agreed upon from time to time. There shall be a separate account in the nature of current account for such contribution in respect of each of the partners for their transactions having credit/debit effects thereto.

Partners shall have option to bring and contribute additional capital in such proportion as may be agreed upon between them. Contribution may make in cash, in the form of properties, assets, or a running business, as may be decided by the partners from time to time.

8.6 Additional contribution by way of Borrowing :

WHEREAS the Firm can borrow money from any Bank / Financial Institution / NBFC etc. and mortgaged any of it's Property / Properties / Assets with any Bank / Financial Institution / NBFC etc and to give guarantee for the same for loan taken by firm.

8.7 Withdrawal/ Transfer/sellof contribution

Subject to the provisions of this aggregate, partner shall have the right to withdraw/transfer/sell from the LLP all or any part of their capital contribution with the consent of the other partner.

8.8 Mode of return of capital contribution

A partner, irrespective of the nature of their capital contribution, shall only have the right to demand and receive cash or cheque in return for their capital contribution. This shall however be subject to the agreement of the partners in duly convened meeting.

8.9 Interest on contribution

Interest shall be paid /charged on the capital accounts of the partners' @ 12% per annum or at such other rate or rates as may be specified as the maximum rate of interest in section 40(b) (IV) of the Income Tax Act, 1961, from time to time. The Partners can decide not to pay interest also.

8.10 Liability in case of death or disability of Partner

The interests of Partners in the LLP constitute their personal estate. In the event of the death or legal disability of any Partner, the legal heirs of such Partner become the partner of the LLP. In case a Partner is not a natural person, the authorized representative of such Partner shall be bound by the provisions of this LLP Agreement.

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ARTICLE 9: ADMISSION OF PARTNERS/DESIGNATED PARTNERS

9.1 Admission of a new Partner

A new Partner may be introduced with the consent of all the parties hereto on such terms and conditions as the parties hereto may agree with the person to be introduced as a Partner in the LLP.

9.2 Changes in Designated Partner

The LLP may appoint or remove a Designated Partner with the approval of all the existing partners hereto. In any decision concerning removal of a Designated Partner, the concerned Designated Partner shall not be a party and shall not be titled to cast his vote.

9.3 Number of Designated Partners

The LLP shall, at all given times have at least two Designated Partners, one of whom shall be resident in India. In case no Designated Partner is appointed or if at any time there is only one or no Designated Partner, each Partner shall be deemed to be a Designated Partner.

ARTICLE 10: CESSATION OF PARTNERS

10.1 Resignation/Voluntary withdrawal

If any partner desires to retire from the partnership, he/she/it may do so by giving one month advance notice in writing of his/her intention to retire, to the other partners and at the expiry of the said three months period, he/she shall cease to be a partners and the partnership shall not be dissolved on such retirement but shall be continued by the remaining partners.

10.2 Entitlement of resigning/Deceased Partner

The resigning Partner/the former Partner or a person entitled to their share in consequence of the death or insolvency of the former partner, shall be entitled to receive following from the LLP -

(a) an amount equal to the capital contribution of the former Partner actually made to the LLP; and

(b) Their right to share in the accumulated profits of the LLP, after the deduction of accumulated losses of the LLP, determined as at the date the former Partner ceased to be a Partner.

Such, entitlements shall however be subject to deduction/charging of applicable taxes, if any.

10.3 Death of a Partner

On the death of any Partner, the LLP shall not be dissolved. In such a case, the following order of preference shall be followed:

(i) the deceased Partner's legal heir shall have the choice of either being admitted as a Partner in his/her place; or

(ii) selling of their share to any of the existing Partners' with the consent of their legal heir/s.

10.4 Expulsion of Partner and termination of their partnership

If any Partner-

- Becomes insolvent, the LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in the LLP;
- commit a material breach (other than a technical/procedural default) of any of the provisions of this Agreement; or
- Commits any criminal offence or does or suffers any act which would be a ground for the dissolution of the LLP by the Court/Tribunal,

It shall be, in such a case, lawful for the other Partners by notice in writing to the offending or incapacitated Partner or their trustee or official assignee to expel/terminate such Partner and the other Partners shall have the option to purchase their share and pay the purchase price to the offending Partner or their trustee.

10.5 Insolvency of Partner

If a Partner becomes insolvent, the LLP will not be dissolved. The insolvency shall cause automatic vacation of office of such Partner in LLP. The remaining Partners shall have the option to purchase the share of such insolvent Partner.

10.6 Other effects of cessation

The cessation of a Partners/Designated Partners from a LLP shall not by itself discharge the Partners from any obligation towards the LLP or to the other Partners or to any other person which they incurred, while being a Partner/Designated Partner.

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ARTICLE 11: BOOKS OF ACCOUNTS

11.1 Business to be carried out in the name of LLP

All transactions of the LLP shall be done in the name of the LLP and all goods shall be purchased or sold by and in the name of the LLP. Similarly, all services be availed or rendered by and in the name of the LLP. All the bills, vouchers, delivery notes, etc. shall be issued in the name of the LLP.

11.2 Accounting of LLP expenses

All outgoing and expenses of the LLP and all losses or damages incurred, interest payable for any loans received and taxes, etc shall be paid first out of the profits of the LLP and next out of Partners' capital account in the shares in which they are entitled to the net profits of the LLP.

11.3 LLP receivables

All moneys, bills notes, cheques and other instruments received by the LLP shall as and when received be paid and deposited in the Designated Bank to the credit of the amount of

LLP, except such amount of cash sum(s) as are immediately required to meet the current expenses of the LLP.

11.4 Maintenance and audit of books of account

The accounts of the LLP shall be maintained according to the accounting year (April to March), and Statement of Account and solvency shall be drawn of all the capital assets and liabilities of the LLP, as at 31st March in each year and, if required by the LLP Act/Rules, the statement of Account and Solvency shall be audited by a Chartered Accountant appointed in terms of this Agreement and applicable provisions of the LLP Act.

11.5 Approval of accounts

The accounts of the LLP as on 31st March each year shall be approved by all the Partners of LLP which shall then be binding on all the Partners and a copy thereof shall be distributed to each of the Partners.

11.6 Basis of maintenance of accounts

Complete books and records of the LLP shall be maintained accurately reflecting the accounts, business and transactions of the LLP as conducted in each financial year. Such books and records shall be maintained on an accrual basis according to the double entry system of accounting and in accordance with such standards and guidelines as may be prescribed under the LLP Act and/or the Rules or by the Institute of Chartered Accountants of India; or any other competent authority.

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ARTICLE 12: STATUTORY RECORDS AND FILINGS

12.1 Maintenance of records

The LLP shall keep at its registered office:

(a) A current list of the full name and last known business, residence or mailing address of each Partner and Designated Partner in alphabetical order;

(b) Copies of this LLP Agreement, and all amendments and modifications hereto;

(c) Copies of the income-tax returns and reports of the LLP, if any; and

(d) Copies of any financial statements of the LLP.

12.2 Annual filing

The LLP shall prepare and file with the Registrar, a Statement of Account and Solvency, within a period prescribed in the rules in each financial year and an Annual Return with the Registrar within a period prescribed in the rules in each financial year, in the form prescribed under the LLP Act.

ARTICLE 13: STATUTORY AUDITORS

13.1 Appointment by Designated Partners of auditor:

Upon reaching the prescribed threshold limit of contribution or turnover for appointment of auditor, as provided under the LLP Act/Rules, the Designated Partners shall, by passing a resolution at their meeting, appoint the first statutory auditor within three months of reaching the above threshold limit, to audit the accounts of the LLP. Further, in case of resignation/death or removal of auditor, the Designated Partners may appoint the statutory auditor to fill the vacancy.

13.2 Audit fee

The fee to be paid to the statutory auditor shall be collectively decided by the Designated Partner(s), subject to such restrictions as may be imposed by the Partners through a resolution passed at their meeting.

13.3 Qualification for appointment as Auditor

A person shall not be qualified to be appointed as statutory auditor of the LLP unless he is a Chartered Accountant in practice. A firm of Chartered Accountants in practice or a Limited Liability Partnership formed exclusively by Chartered Accountants in practice may also be appointed as statutory auditor, subject to the permissibility thereof by their governing body, the Institute of Chartered Accountants of India.

13.4 Appointment on annual basis

An auditor of a LLP shall be appointed for each financial year of the LLP for auditing its accounts. An auditor so appointed shall hold office in accordance with the terms of his appointment and shall continue to hold such office till the period:

(a) new auditors are appointed, or

(b) They are re-appointed.

13.5 Effect of failure to appoint auditor

Where no auditor has been appointed as above, any auditor holding the office of statutory auditor shall be deemed to have been re-appointed, unless the majority of Partners have determined that they should not be re-appointed and have given a notice to this effect to the LLP.

ARTICLE 14: PROFIT SHARING AND OTHER DISTRIBUTIONS TO THE PARTNERS

14.1 Drawings

Partners shall be entitled to withdraw any amount during the year from the Partnership towards their share of Profit or out of their current, Loan or Capital Account from time to time as may be decided by the Partners by mutual consent. The aforesaid withdrawal shall be first adjusted against their share of profit and then Capital Account.

14.2 Profit & Loss sharing

The net profits of the LLP arrived at after payment of applicable taxes and providing for payment of remuneration to the Designated Partners and interest to Partners on the loan given by them shall be divided in the proportion specified in the following SCHEDULE of this Agreement. Losses, if any shall be borne by the Partners in the same proportion as profits.

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SCHEDULE

PROFIT & LOSS SHARING

Sr. No.	PARTICULARS	RATIO (%)
1	Mr. Manish Dilipbhai Shah	50%
2	Mr. Yash Manish Shah	50%
	TOTAL	**100%**

ARTICLE 15: RIGHTS OF PARTNERS

15.1 Right to take part in business

Every Partner shall have the right to take part in conduct of business of the LLP.

15.2 Rights, title and interest in assets and properties

In the event of any distribution, all Partners shall have the rights, title and interest in all the assets and properties in the LLP. Such rights, title and interest shall be in the proportion of their respective capital contribution.

However, if a Partner becomes insolvent during their tenure as a Partner in the LLP, their rights, title and interest in the LLP shall vest with the official assignee or the liquidator, as the case may be.

15.3 Right to access and inspect books

All the Partners shall have the right to access, inspect and copy any books of the LLP.

15.4 Right to continue independent business

Each of the Partners can continue the existing business independently.

ARTICLE 16: DUTIES OF PARTNERS

16.1 Fiduciary duties

Each Partner shall be bound to carry on the business of the LLP in a diligent manner to the greatest common advantage, to be just and faithful to each other, and to render true and fair statements of account and solvency, and other information relating to the state of affairs of the LLP.

16.2 Duty to indemnify loss caused by fraud

The defaulting Partner(s) shall indemnify the LLP and the other existing Partners for any loss caused to it by their fraud/fraudulent conduct of the business of the LLP.

16.3 Duty to pay back personal profits earned by Partners

If any Partner derives any profit for him/her without the consent of the LLP from any transaction concerning the LLP, or from use of the property or business connection of the LLP or the name of the LLP, he shall account for that profit and pay the same to the LLP.

16.4 Confidentiality of a partnership information

(a) Disclosure of a Partners' confidential information to any of the officer, employees, consultants or third party shall be made only if required and to the extent necessary to carry out rights and responsibilities under this Agreement, or as required under any law for the time being in force, or by any statutory authority.

Further, such disclosure shall be limited to the extent consistent with the rights and responsibilities enumerated under this Agreement, and shall only be made to persons who are bound to maintain the confidentially thereof and not to use such confidential information except as expressly permitted by this Agreement.

(b) All the partners shall exercise the same standard of prudence and diligence, but no less than a reasonable standards of prudence, as he exercises to protect its own confidential information to ensure that the employees, consultants and other representatives of the LLP, or the entity with which such Partner is related, do not disclose or make any unauthorized use of confidential information of another Partner. Each Partner shall promptly notify the other Partner of any unauthorized use or disclosure of confidential information of another Partner.

(c) Within sixty days following termination or expiration of this Agreement, each Partner will return to the other Partner, or destroy, upon the written request of the concerned Partner, all confidential information disclosed to it by the concerned Partner pursuant to this Agreement, including all copies and extracts of document.

(d) Any employee who has access to confidential information of another Partner is liable to maintain such information in confidence and not to use such information except as expressly permitted in this Agreement. All the partners hereby agree to enforce confidentiality obligations by which its employees and consultants are bound.

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16.5 Other duties

None of the Partner shall without the written consent of other Partners:.

(a) Engage or except for gross misconduct, dismiss any employees of the LLP.

(b) Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business to the account and for the benefit of the LLP.

(c) Enter into any bond or become surety or security with or for any person or do such act or knowingly cause such act to be done whereby the property of the LLP or any part thereof may be attached, seized, hypothecated, mortgaged or offered as security. The loans taken from the banks or financial institutions in exercise of their powers by the Designated Partners in the ordinary course of the business shall be outside the purview of this clause.

(d) Assign, mortgage or charge any asset or property of the LLP. However, the Partners shall have right to assign/transfer their share of profits and losses in the LLP as well as to receive distributions in the LLP, in full or in part.

(e) Lend money or give credit on behalf of the LLP or carry out any dealings with any persons, company or firm whom the other Partners have forbidden to trust or deal with.

(f) Compromise or compound or release or discharge (except upon payment in full) any debt due tothe LLP except upon the consent of the LLP in a meeting or though specific delegation of such powers on the Designated Partner(s).

(g) Buy, order, contract or procure any property, goods or services for the LLP without prior written consent of the Designated Partners.

16.6 Liability of Partners to make good losses incurred in certain cases

Any loss incurred through breach of the provisions mentioned above shall be made good to' **BEQUEST INFRAPROJECTS LLP'** by the Partner whose conduct caused the LLP to incur the same.

ARTICLE 17: PARTNERS' RELATIONS, AUTHORITIES, RESTRICTIONS AND LIMITATION OF LIABILITIES

17.1 Inter se relation among Partners and their relation with the LLP

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

17.2 Restriction on authority

No Partner shall:

(a) have the right or authority to bind or obligate the LLP to any extent whatsoever with regard to any matter outside the scope of the purpose of the LLP;

(b) use the LLP name, credit, or property for other than the purpose of the LLP;

(c) Do any act detrimental to the interests of the LLP or which would make it impossible to carry on the business or affairs of the LLP.

17.3 Prohibited acts

Except as otherwise expressly provided in an Agreement:

(a) Partners or Designated Partners of the LLP and others employees of the LLP shall not compete with the LLP in the conduct or winding upon the activities of the LLP.

(b) Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of the Partners in a properly and physically convened meeting. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP business and had made a declaration of their interest in such business to the LLP at the time of being admitted as a Partner thereto.

17.4 Extent of Partner's liability

The liability of the Partners shall be limited as provided in the LLP Act and as set forth in this Agreement. Partners shall not be obliged to restore by way of capital contribution or otherwise any deficit in its capital account or the capital account of any other Partner, if such deficits occur.

17.5 Protection to Partners by LLP

The 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 the LLP, except for the gross negligence or willful misconduct of the Partner or the officer(s) seeking indemnification.

17.6 LLP not to be bound by certain acts

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

(a) The Partner in fact has no authority to act for the LLP in doing a particular act and;

(b) The person knows that he has no authority or does not know or believe him to be a Partner of the LLP.

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ARTICLE 18: CONSEQUENCES OF BREACH OF COVENANTS

18.1 Default in performance of obligations by Partners

If a Partner materially defaults in the performance of their obligations under this Agreement, and such default is not cured within 3 days after notice of such default is given by the LLP or a Partner to the defaulting Partner for a default that can be cured by the payment of money, or within 3 days after notice of such default is given by a Partner to the defaulting Partner, then the non-defaulting Partners shall have the rights and remedies described in this Agreement.

18.2 Available rights and remedies

If a Partner fails to perform their obligations under this Agreement, any other Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity.

18.3 Waiver or consent to breach

No consent or waiver, express or implied, by a Partner of any breach or default by other Partner in the course of performance by such other Partner of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Partner. Failure by a Partner to complain of any act or omission to act by another Partner, or to declare such other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights under this Agreement.

18.4 Remedy for material breach

If material breach of this Agreement is committed by a Partner then the scope of cure of such breach shall conclusively established by the binding arbitration provisions under this Agreement. If it is determined by the Arbitrator that a material breach did occur and a satisfactory remedy cannot be instituted for such breach then the Partner serving notice to the defaulting Partner has the right to request dissolution of the LLP pursuant to the provisions contained under the LLP Act as well as under this Agreement. This right of the non-defaulting partner(s) would be in addition and without prejudice to his/their right to seek indemnification under Article 20 and 21 of this Agreement.

ARTICLE 19: TITLE TO PROPERTY

19.1 The immovable properties purchased by the LLP shall have clear and marketable title free from all encumbrances. All properties of the LLP shall be held and registered, where necessary, in the name of the LLP.

ARTICLE 20: INDEMNIFICATION

20.1 Indemnification by, and among, the Partners

None of the Partners shall indemnify the other Partner(s) or LLP or its respective officers, directors, employees and its respective successors, heirs and assigns ("Indemnities") for any loss, claim, damage, liability or action except to the extent resulting from their gross negligence, misconduct, willful wrong doing or breach of their obligations(s) in terms of Article 18 of this Agreement. This provision does not seek to limit other remedies available to the Partners under the existing laws.

20.2 Procedure for indemnification

An indemnity (the "Indemnitee") that intends to claim indemnification under Article 21 shall promptly notify the other Partner (the "Indemnitor") in writing of any loss, claim, damage, liability or action in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel of its own choice.

20.3 Limitation of indemnity

The provisions of indemnity in this Agreement shall not be withheld unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such action, if prejudicial to their/its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnities under this Article.

20.4 Co-operation

At the Indemnitor's request, the Indemnities under this Article and its employees and agents, shall co-operate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto.

20.5 Notice of indemnification and payment of legal costs

Any indemnification of, or payment of legal costs to, a Partner or a Designated Partner or any other employee in accordance with this Article, if arising out of a proceedings by or on behalf of the LLP shall be reported in writing to the Partners.

ARTICLE 21: WINDING UP AND DISSOLUTION

21.1 Voluntary winding up

The LLP shall be liquidated pursuant to the terms and conditions contained in this agreement and the provisions of the LLP Act upon a decision to dissolve the LLP by a written consent of the Designated Partners of the LLP, in terms of the value of their 'capital contribution' to the LLP.

21.2 Compulsory winding up

Notwithstanding anything contained in this Agreement, the LLP shall be deemed to be terminated in the following cases:

(a) Number of Partners falls below two, and the LLP continue to carry on its business with less than two Partners for a period of six months;

(b) Partner's non-economic right (viz., right to take part in the management, etc.) is transferred to a third party without the approval of the existing Partners.

21.3 Appointment of Liquidator

Upon the occurrence of an event of dissolution as defined in the LLP Act or in this Agreement, that would trigger winding-up action, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets in the manner prescribed in the LLP Act and Rules.

The Designated Partner shall appoint a liquidator, who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding-up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to be file a statement of intent to dissolve the LLP as required by the LLP Act and/or the Rules.

21.4 Status during liquidation

During the course of liquidation, the Partners shall continue to share profits and losses of the LLP but there shall be no cash distributions to the Partners until the Distribution Date as defined in Article 21.5 hereof.

21.5 Distribution Date

Liquidation shall continue until the affairs of the LLP are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the LLP are satisfied or can be adequately provided for. When the liquidator has determined that there can be a final accounting, the liquidator shall fix a date (note to be later than the end of the taxable year of the liquidation, i.e., the time at which the LLP ceased to be a going concern, or if later, ninety days after the date of such liquidation) for the distribution of the proceeds of liquidation of the LLP (the "Distribution Date"). The net proceeds of liquidation of the LLP shall be distributed to the Partners as provided in Article 21.6 hereof not later than the Distribution Date.

NOTARY ANURADHA C. SHETH AHMEDABAD DIST GUJARAT STATE Reg. No. 8678 19/09/2026 GOVT. OF INDIA

21.6 Appropriation of proceeds of liquidation

Subject to provisions of the LLP Act, upon the winding up and liquidation of the LLP, the proceeds of liquidation shall be applied as follows:

(a) First, to pay all expenses of liquidation and winding up;

(b) Second, to pay all debts, obligations and liabilities of the LLP, in the order of priority as provided by law, other than debts owing to the Partners or on account of Partners' contributions;

(c) Third, to pay all debts of the LLP owing to a Partner; and

(d) To establish reasonable reserves for any remaining contingent or unforeseen liabilities of the LLP not otherwise provided for, which reserves shall be maintained by the liquidator on behalf of the LLP in a regular interest bearing trust account for a reasonable period of time as determined by the liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the LLP to the Partners in proportion of their respective profit sharing ratio.

ARTICLE 22: GENERAL PROVISIONS

22.1 Amendment, repeal or modification

Subject however to any contrary provisions in the LLP Act, this Agreement may be amended only by the affirmative vote of the designated partners only. Any such amendment shall be in writing and shall be duly executed.

22.2 Binding effect

Subject to the provisions of this Agreement, the terms and conditions made herein shall have precedence over any other Agreement concluded before the execution of this Agreement. The Partners shall be bound by the terms of this Agreement and any change in the said terms shall be expressly reflected in their Agreement and the required amendment shall be made only with the consent [of all the Partners] and in writing.

22.3 Construction

The agreement shall be construed as per the provisions of the LLP Act and other laws, notifications, circulars and rules for the time being in force in India.

22.4 Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given when received and may be sent by email, express courier, registered/speed post or facsimile to:

BEQUEST INFRAPROJECTS LLP
Bunglow No 3, Satellite Co. Op. HSL,
Nr. Bhavnirzar, Satellite Road,
Ahmedabad - 380015
Email ID: vaishal.truevalue@gmail.com

NOTARY
ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
Reg. No. 8678
EXPIRY DATE
19/09/2026
GOVT. OF INDIA

22.5 Severability

If one or more provisions of this Agreement are held by a proper Court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms.

22.6 Waiver

No part of this Agreement shall be deemed to have been waived by any Partner or any other person thereof unless such statement of waiver is submitted in writing by the Partner or such person seeking the waiver and shall be subject to unanimous consent of the remaining or all the Partners as the case may be.

22.7 Dispute Resolution

In case of any dispute or differences among the Partners or between the Partners and the legal heirs/representatives of the deceased Partner or between Partner and LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue. Where such dialogue fails, the matter shall be referred to a single arbitrator, if the parties agree upon one, or if the parties fail to reach a consensus on such appointment then such appointment shall be made in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 (the 'Arbitration Act') and/or any statutory modification or re-enactment thereof for the time being in force. Such arbitral awards(s) shall be binding on all parties to the dispute.

22.8 Entire agreement

Subject to the provisions of this Agreement, the Agreement and the exhibits and schedules hereto and any side letter agreements entered into by the Partners as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire agreement between the Partners with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable to bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reasons of this Agreement, except as expressly provided herein. In addition, none of the Partners can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the other Partners.

22.9 Savings

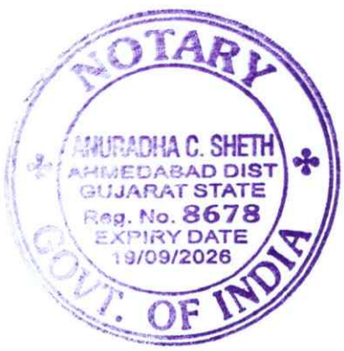
In the absence of any specific provisions to the contrary, nothing in this Agreement shall be deemed to limit or otherwise affect any special or local law now in force or any special jurisdiction or power conferred, or any special form of procedure prescribed, by or under any other law for the time in force.

22.10 Governing law

This Agreement shall be governed by the laws of India which are in force and which may been enacted by the Government of India from time to time.

22.11 Jurisdiction

Subject to the provisions mentioned hereinbefore, competent courts in the State of Gujarat, Ahmedabad City shall have exclusive jurisdiction to adjudicate over matter relating to or arising out of the present Agreement.



THE PARTIES TO THIS AGREEMENT HAVE SIGNED THIS AGREEMENT ON 21st FEBRUARY, 2022 AT THE PLACE MENTIONED HEREIN ABOVE.

Signed and delivered by the, in the presence of;

1. **Mr. Manish Dilipbhai Shah**
   Being the party of the First Part,



2. **Mr. Yash Manish Shah**
   Being the party of the Second Part,



Common Witness:

1. _____
   Name: Prakash Thakor
   Address: True Value House
   Opp: ISRO, Satellite
   Ahmedabad

2. _____
   Name: Vaishal Shah
   Address: True Value House
   OPP ISRO,
   Satellite Ahmedabad-15

22 FEB 2022

SOLEMNLY AFFIRMED
BEFORE ME

ANURADHA C. SHETH
NOTARY
GOVT. OF INDIA

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

MANISH DILIPBHAI SHAH

DILIPBHAI POPATLAL SHAH

01/01/1967

Permanent Account Number

ALSPS8777P

Signature

ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
Reg. No. 8678
EXPIRY DATE
19/09/2026
NOTARY
GOVT. OF INDIA





09102013



भारत सरकार

आधार

ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણીની ઓળખ / Enrollment No.: 1308/90441/00244

To
શાહ મનીષ
Shah Manish
S/O: Dilipbhai
2, aarjav society
Nr satellite police station, S.M. road satellite
Ahmadabad City
Ambawadi Vistar
Ahmadabad City Ahmedabad
Gujarat 380015
9825034570

18/12/2013

9065682942

MN906682942FT

તમારો આધાર નંબર / Your Aadhaar No. :

8226 0368 3063

આધાર – સામાન્ય માણસનો અધિકાર

ભારત સરકાર

Government of India

શાહ મનીષ
Shah Manish
જન્મ તારીખ / DOB : 01/01/1967
પુરુષ / Male

8226 0368 3063

આધાર – સામાન્ય માણસનો અધિકાર

ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
Reg. No. 8678
EXPIRY DATE
19/09/2026
NOTARY
GOVT. OF INDIA



Government of India

AADHAAR

નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિં .
- ઓળખાણનું પ્રમાણ ઑનલાઈન ઑથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો .

INFORMATION

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



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

આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું:
S/O: દિલીપભાઇ, 2, , આરજાવ સોસાઇટી, સેટેલાઇટ પોલીસ સ્ટેશન પાસે, એસ.એમ. રોડ, સેટેલાઇટ, અમ્બવાદ શહેર, આંબાવાડી વિસ્તાર, અમદાવાદ, ગુજરાત, 380015

Address:
S/O: Dilipbhai, 2, , aarjav society, Nr satellite police station, S.M. road, satellite, Ahmadabad City, Ambawadi Vistar, Ahmedabad, Gujarat, 380015

8226 0368 3063

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

YASH MANISH SHAH

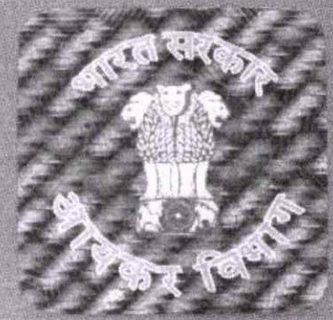
MANISH DILIPBHAI SHAH

14/02/1996

Permanent Account Number

FOFPS8534K

Signature





NOTARY
ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
REG. No. 8678
EXPIRY DATE
19/09/2026
GOVT OF INDIA



ભારત સરકાર

આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણીની ઓળખ / Enrollment No 1308/22043/00690

To,
શાહ યશ
Shah Yash
S/O: Manish
2
aarjav society
gulmohar park satellite
Ahmadabad City
Ambawadi Vistar Ahmadabad City Ahmedabad
Gujarat 380015
9909034570

31/12/2013

Ref: 1164 / 14A / 832012 / 832175 / P

SH773828429FT

તમારો આધાર નંબર / Your Aadhaar No. :

5832 6189 7125

આધાર – સામાન્ય માણસનો અધિકાર

ભારત સરકાર

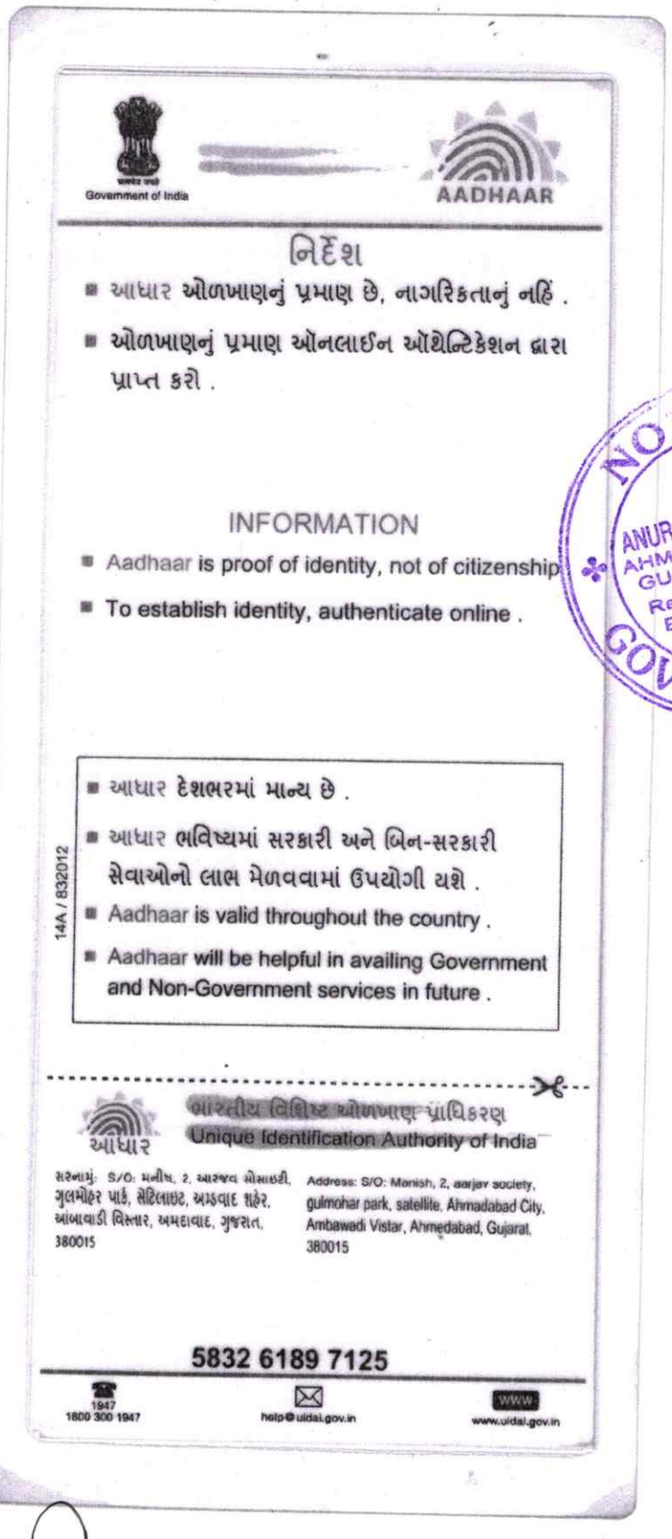
Government of India

શાહ યશ
Shah Yash
જન્મ તારીખ / DOB : 14/02/1996
પુરુષ / Male

5832 6189 7125

આધાર – સામાન્ય માણસનો અધિકાર

NOTARY
ANURADHA C. SHETH
AHMEDABAD DIST
GUJARAT STATE
Reg. No. 8678
EXPIRY DATE
19/08/2026
GOVT. OF INDIA



Government of India

AADHAAR

નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિં .
- ઓળખાણનું પ્રમાણ ઓનલાઈન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો .

INFORMATION

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14A / 832012

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

આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું: S/O: મનીષ, 2, આરજવ સોસાઇટી, ગુલમોહર પાર્ક, સેટેલાઇટ, અમદાવાદ શહેર, આંબાવાડી વિસ્તાર, અમદાવાદ, ગુજરાત, 380015

Address: S/O: Manish, 2, aarjav society, gulmohar park, satellite, Ahmadabad City, Ambawadi Vistar, Ahmedabad, Gujarat, 380015

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AHMEDABAD DIST
GUJARAT STATE
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