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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹2,000

Certificate No. : IN-GJ17607317378658V
Certificate Issued Date : 01-Mar-2023 04:48 PM
Account Reference : IMPACC (SV)/ gj13198304/ MEHSANA/ GJ-MS
Unique Doc. Reference : SUBIN-GJGJ1319830462468236150196V
Purchased by : EMS INFRA PROJECT LLP
Description of Document : Article 44 Partnership
Description : LLP AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : EMS INFRA PROJECT LLP
Second Party : Not Applicable
Stamp Duty Paid By : EMS INFRA PROJECT LLP
Stamp Duty Amount(Rs.) : 2,000
(Two Thousand only)

₹2,000 ₹2,000 ₹2,000



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JD 0011829404

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2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

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Serial No.....668-20 P3.1/2023

RAJESHKUMAR A. DESAI
NOTARY
GOVT. OF INDIA
20 MAR 2023

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- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.



સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

2023

LLP AGREEMENT

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

THIS Agreement of LLP made at Ahmedabad in respect of

EMS INFRA PROJECT LLP

This 01ST day of March, 2023

BETWEEN

1. Mr. KANJIBHAI MANSANGBHAI CHAUDHARY S/o MANSANGBHAI DEVJIBHAI CHAUDHARY Born on 01/05/1964 residing at 02, KRISHNA BUNGLOWS, BARODA EXPRESS HIGHWAY, C.T.M, AMRAIWADI, AHMEDABAD 380026, GUJARAT, INDIA which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the FIRST PART
2. Mr. PARESHKUMAR KANTILAL PATEL S/o KANTILAL JETHABHAI PATEL Born on 06/10/1972 residing at 1, UMA BUNGLOWS, GHATLODIA, R C TECHNICAL ROAD, AHMEDABAD 380061, GUJARAT, INDIA which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the SECOND PART
3. Mr. SUNILBHAI GORDHANBHAI PATEL S/o GORDHANBHAI RAMDAS PATEL Born on 26/07/1975 residing at 8-AKSHATVILLA BUNGLOWS, NR GREEN VALLEY FLAT, B/H HETARTH PARTY PLOT, SCIENCE CITY ROAD, AHMEDABAD-380060, GUJARAT, INDIA which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the THIRD PART
4. Mr. SHASHIKANT KANTILAL PATEL S/o KANTILAL ISHWARDAS PATEL Born on 18/08/1983 residing at B-303, RATNAM STATUS, B/H. FUN POINT CLUB, SOLA, AHMEDABAD-380060, GUJARAT, INDIA which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the FORTHPART, AND
5. Mr. BHAVIKKUMAR NARSINHBHAI CHAUDHARY S/o NARSINHBHAI VELJIBHAI CHAUDHARY Born on 31/01/1992 residing at H 502, WHITE ELEGNACE, OPP. VIMAL PARK SOCIETY, NARODA DEHGAM ROAD, WHITE BUSINESS HUB, HANSPURA, AHMEDABAD 382330, GUJARAT, INDIA which expression shall, unless it berepugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the FIFTH PART.



PARTIES OF FIRST TO FIFTH PARTS SHALL BE DESIGNATED PARTNERS.

(THE FIVE PARTS SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW Parties of the all Five Parts are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

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

INTERPRETATION

In this Agreement unless the context otherwise requires: -

“Accounting Year” means the financial year as defined in the LLP Act, 2008.

“Act” or “LLP Act” means the Limited Liability Partnership Act, 2008.

“Business” includes every trade, profession service and occupation.

“Change” means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

“Designated Partner” means any partner designated as such.

“LLP” means the limited liability partnership formed pursuant to this LLP Agreement.

“LLP Agreement” means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

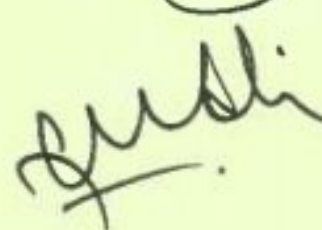
“Partner” means any person who becomes a partner in the LLP in accordance with this LLP Agreement.

1. NAME:

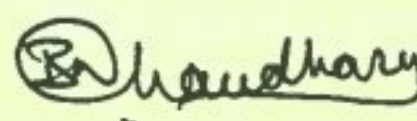
A Limited Liability Partnership shall be carried on in the name and style of M/s. EMS INFRA PROJECT LLP and hereinafter called as **THE LLP**.

2. INCORPORATION DATE:

EMS INFRA PROJECT LLP as constituted under this deed has come into existence on 01st day of March, 2023.







3. REGISTERED OFFICE:

The LLP shall have its registered office at and/or at such other place or places, as shall be agreed to **8-AKSHATVILLA BUNGLOWS, NR GREEN VALLEY FLAT, B/H HETARTH PARTY PLOT, SCIENCE CITY ROAD, AHMEDABAD-380060, GUJARAT, INDIA** by the majority of the partners from time to time.

4. PRINCIPAL PLACE OF BUSINESS:

The principal place of business of The LLP shall be at Ahmedabad or any other place in the state of Gujarat.

5. CAPITAL CONTRIBUTION:

The initial contribution of the LLP shall be contributed by the partner in the following matters:

SR NO.	NAME OF THE PARTNER	CAPITAL CONTRIBUTION
1.	KANJIBHAI MANSANGBHAI CHAUDHARY	25,000/-
2.	PARESHKUMAR KANTILAL PATEL	25,000/-
3.	SUNILBHAI GORDHANBHAI PATEL	25,000/-
4.	SHASHIKANT KANTILAL PATEL	15,000/-
5.	BHAVIKKUMAR NARSINHBHAI CHAUDHARY	10,000/-

If at any time after the commencement of the Partnership as LLP any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their respective proportion of capital contributions made, unless otherwise agreed upon by all the then Partners. Existing loans advance or deemed as advance by the partner to the LLP shall not be convertible into such capital contribution.

INTEREST

Interest shall be paid/credited on the credit debit balance in the account of the partner on the rate mutually agreed by the designated partner from time to time however the rate of interest exceed if any above the rate specified from time to time in the section 40(b) (iv) of the income tax act, 1961 may be disallowed at the time of computing tax liability.

COMMON SEAL

The LLP shall have a common seal to be affixed on a document as defined by partner under the signature of any the designated partner.

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6. PURPOSE:

To carry on the business of construction, consultants, civil engineering, mechanical engineering, fabrication work, builders and developers of land contractors, colonizers, civil contractors and undertake or construct any types of residential, commercial or Industrial Properties.

7. ACCOUNTING AND SHARE IN PROFIT AND LOSS:

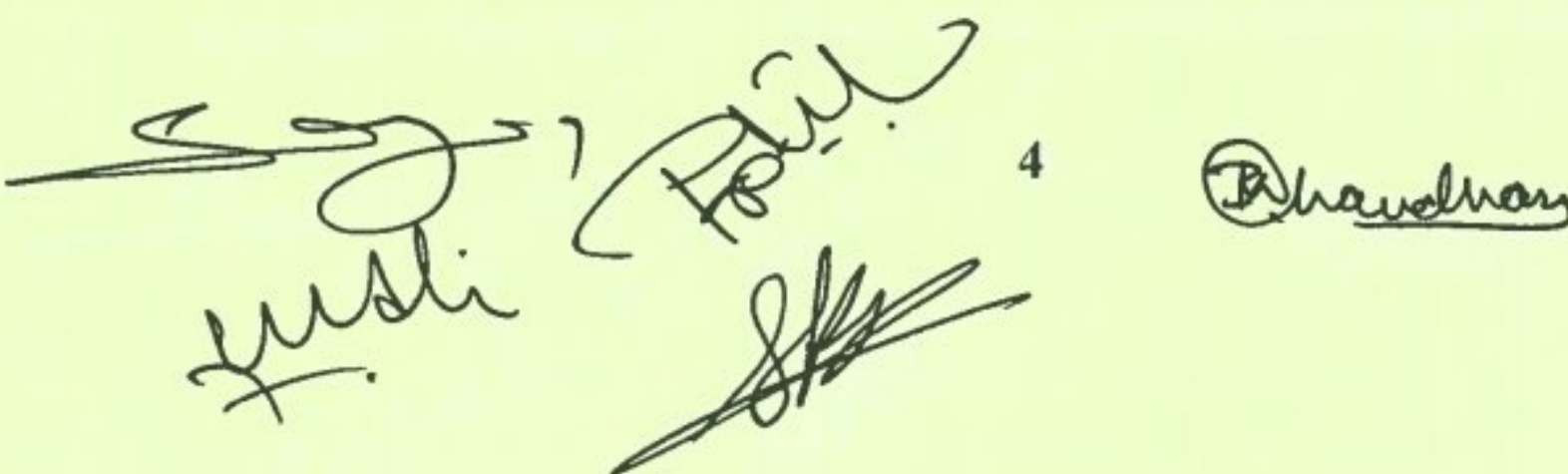
1. Subject to the applicable provision of law LLP shall follow the method of accounting and for valuation of properties and assets as may be agreed upon by the partners.
2. The first accounting year of the LLP shall commence from the date of its registration in the term of the provision of the LLP act up to the period ending on the ensuing 31st March, 2024. Subsequent accounting years shall be from 1st April to 31st March and so on.
3. The profit and/or loss of the LLP shall be divided among the partner as follow

SR NO.	NAME OF THE PARTNER	SHARE OF PROFIT / LOSS
1.	KANJIBHAI MANSANGBHAI CHAUDHARY	25%
2.	PARESHKUMAR KANTILAL PATEL	25%
3.	SUNILBHAI GORDHANBHAI PATEL	25%
4.	SHASHIKANT KANTILAL PATEL	15%
5.	BHAVIKKUMAR NARSINHBHAI CHAUDHARY	10%

4. The account of the partnership shall be duly and properly maintained under the supervision of the designated partner and all the transaction of the business of the LLP shall be duly recorded in the books of accounts of the LLP. The account shall be made up and close once in the year ending on 31st March and balance sheet shall be prepared as on such date.
5. During continuation of the LLP, partners shall be entitled to draw such or sum of money per month or otherwise as may be decided by the partner from time to time. All drawings made by the partner shall be debited to their respective personal account and shall be taken into account in making up the final account.

8. REMUNERATION:

All Partners of LLP shall be working partners of LLP and shall actively engage themselves in carrying out of the business and affairs of the LLP and they shall be entitled to remuneration as may be agreed by them from time to time. However, such remuneration cannot exceed the allowable remuneration as per the Provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof, for the time being in force. All the working partners shall be paid remuneration as mutually decided amongst the partners.


4



It hereby agreed that in consideration of the service to render by designated partner, they shall be paid yearly remuneration at the following scale.

The yearly remuneration shall be calculated as percentage of BOOK PROFIT as defined in explanation 3 of section 40(b) of the income tax, 1961 as per return of income of the firm each accounting year of period or any other applicable provision as may be in force for the relevant accounting year.

9. ADMISSION OF NEW PARTNER:

- (a) No Person shall be admitted without the consent of designated partner and upon such term and condition as may be agreed upon by designated partner.
- (b) Persons admitted as partners shall duly comply with the provisions of section 25(1) of LLP Act and Rule 22(1) and Form 6 of the LLP Rules & Forms, 2008.
- (c) The contribution of the partner may be tangible, intangible, movable or immovable property. Contribution of an incoming partner will be mutually decided by all existing designated partner.

10. RIGHTS OF PARTNER:

- (a) All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Contribution.
- (b) Every partner has a right to have access to and to inspect and copy any books of the LLP.
- (c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover, he shall not use the name of the LLP to carry on the said business.
- (d) LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the LLP unless there remains only one partner in this LLP for period exceeding six months.
- (e) If the Premises, Plant and machinery and Furniture of any partner are utilized by the LLP, the same shall carry Rent/Hiring Charges as mutually agreed upon. If any of the employees of the existing business of any partner is utilized for the business of the LLP, the same shall be at stipulated rate and with all the benefits as continuous service.

11. RETIREMENT AND DEATH OF PARTNER:

- (a) On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will

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be admitted as a partner of the LLP in place of such deceased partner with the permission of all remaining partners as on date. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

- (b) On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the LLP.

12. DUTIES OF PARTNER:

- (a) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the limited liability partnership from any transaction concerning the limited liability partnership, or from any use by him of the property, name or any business connection of the limited liability partnership.
- (b) Every partner shall indemnify the limited liability partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- (c) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
- (d) In case any of the Partners of the LLP desires to transfer or assign his interest or shares in the LLP he has to offer the same to the remaining partners.
- (e) Each partner shall Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
- (f) The following two designated partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP business and they shall be the working partners.
1. Mr. SHASHIKANT KANTILAL PATEL
 2. BHAVIKKUMAR NARSINHBHAI CHAUDHARY
- (g) The above two working partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008 and shall be responsible for the doing of all acts arising out of this agreement.
- (h) The above two partners shall be liable for any liabilities relating to the operation and execution of work related to the LLP's business.

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13. OBLIGATION OF PARTNER:

No partner shall, without consent of all designated partner in writing.

- (a) Introduce any partner to the LLP
- (b) Employ any money, goods or effect of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of LLP
- (c) Lend money or give credit on behalf of the LLP or to have any dealing with any person, company or firm whom the other partner previously in writing have forbidden it to trust or deal with any loss incurred through any breach of provision shall be made good with the LLP by the partner incurring the same.
- (d) Enter into any bond or become surety or security with or for any person do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
- (e) Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a partner therein.
- (f) Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by the other partner.

14. EXPULSION OF THE PARTNER:

- (a) This provision of this Agreement shall operate as an express agreement of the partner: A partner may not be expelled by unanimous decision of the partners save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on that partner or designated partner giving 7 days' time for his response; and in that event the partner expelled shall be entitled to the benefits of a retiring Partner in accordance with provisions of this Agreement in that behalf.
- (b) No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying on activity/business of the LLP with fraudulent purpose.

15. RESIGNATION / CEASATION OF PARTNER:

- (a) Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 days to the other partners of his intention to resign as partner. Notice may be given through hand delivery, or through electronic mail, or through R.P.A.D. or through courier.
- (b) The LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008
- (c) On the resignation of any partner, the remaining partners shall have the right to continue the same business either jointly with others or in proprietorship in the same or different name as mutually decided.
- (d) The designated partners shall not be liable to retire by rotation but will retire only on decision of the majority of the partners.



16. DESIGNATED PARTNERS:

The first Designated Partners of **EMS INFRA PROJECT LLP** are as follows:

Sr. No.	Name of the Designated Partner
1.	KANJIBHAI MANSANGBHAI CHAUDHARY
2.	PARESHKUMAR KANTILAL PATEL
3.	SUNILBHAI GORDHANBHAI PATEL
4.	SHASHIKANT KANTILAL PATEL
5.	BHAVIKKUMAR NARSINHBHAI CHAUDHARY

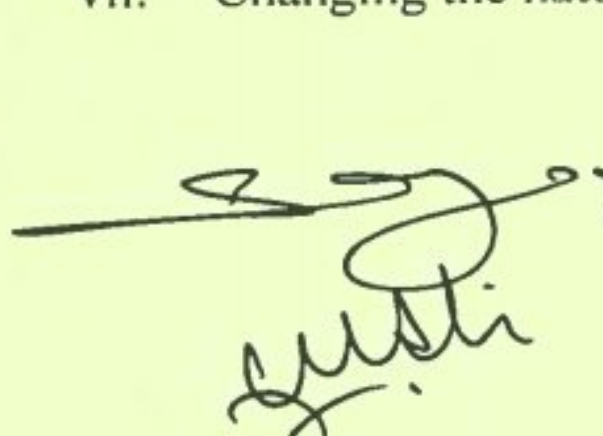
1. The Partners of **EMS INFRA PROJECT LLP** agree and confirm that they vest all authority on the Designated Partners, to take necessary decisions. It is also agreed upon that the Designated Partners as far as possible will try to take each partner in confidence before taking the decision but ultimately the decision of the Designated Partners will be accepted by all partners as full and final.

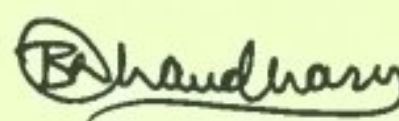
2. The following two designated partners are working partners of the LLP.

1. Mr. SHASHIKANT KANTILAL PATEL
2. BHAVIKKUMAR NARSINHBHAI CHAUDHARY

It is hereby mutually decided amongst the partners that the above two partners only shall be liable for any liabilities relating to the operation and execution of work related to the LLP's business.

3. The Designated Partners will take necessary decisions by majority on the following points especially
 - i. Amendments of any of the clause of this agreement,
 - ii. Who to be given the power to decide upon the timing of the crediting/ debiting of profits/ losses to partner's accounts,
 - iii. To provide any other address as the address for service of documents,
 - iv. Changing of Registered Office address of **EMS INFRA PROJECT LLP** to another place (Subject to LLP Rule no.16 [2]),
 - v. Change of name of **EMS INFRA PROJECT LLP** (Subject to LLP Rule no.20 [1]),
 - vi. To enter into any partnership or any arrangement for sharing or pooling profits,
 - vii. Changing the nature of the business,







- viii. Admissions of new partner,
 - ix. Change in Designated Partner,
 - x. Change in Registered Office (Subject to LLP Rule no. 17 [1]).
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- 4. No Partner shall have any grievance or objection of whatsoever nature including any allegation of oppression pursuant to the decision arrived at by the majority of Designated Partners and the same shall be binding on all the partners of **EMS INFRA PROJECT LLP**.
 - 5. In the event of the retirement, resignation, illness or death of any of the Member of the Designated Partners, their nominees, who becomes the partner of LLP, shall become the member of Designated Partners.
 - 6. The designated partners can call a meeting of the Designated Partners by sending 3 (three) days prior notice to the partners, who are majority of Designated Partners at their residential address or by sending electronic mail at their email address or in case of urgent meetings the same can be called by telephonic conversation but the notice requirement is to be ratified by the partners.
 - 7. The meeting of Designated Partners and meeting of the Partners of **EMS INFRA PROJECT LLP** shall be held at any place as decided by the Designated Partners but as far as possible convenient to all members.
 - 8. All the decisions taken in the meeting of Designated Partners or meeting of Partners of **EMS INFRA PROJECT LLP** shall be recorded in the Minute Books. The Minute Books shall be kept and maintained at the registered office of **EMS INFRA PROJECT LLP**.
 - 9. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
 - 10. Five of the Three Designated Partners personally present shall be the quorum of meeting of designated partners.
 - 11. Remuneration to the Designated Partners will be given as decided by majority of Designated Partners from time to time in accordance with the provisions of Income Tax Act applicable for rendering of their services.
 - 12. The **EMS INFRA PROJECT 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 **EMS INFRA PROJECT LLP**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

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17. INTEREST ON PARTNERS LOAN:

Per annum Interest at the maximum rate mutually decided by the partners of the LLP or as per the Income-tax Rules, shall be paid on the loan given or credited as given by each of the partners and standing to his credit as on the first day of each calendar month.

18. WITHDRAWAL OF CAPITAL:

Every Partner may withdraw Capital standing to his credit as mutually decided.

19. MEETING:

- (a) All the matters related to the LLP as mutually decided by all partners shall be decided by a resolution passed unanimously by all partners. For the purpose of all Meetings each person shall have one vote.
- (b) The meeting of the Partners may be called by sending 7 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in writing to the LLP. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
- (c) The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.
- (d) With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing or video conferencing.
- (e) Every limited liability partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

20. TERMINATION & DISSOLUTION:

The LLP can be wound up with the consent of the entire partner subject to the provision of Limited Liability Partnership act, 2008.

21. EXTENT OF LIABILITY OF EMS INFRA PROJECT LLP

LLP is not bound by anything done by a partner in dealing with a person if—

- 1. The partner in fact has no authority to act for the LLP in doing a particular act; and
- 2. 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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22. MISCELLANEOUS PROVISIONS

The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

1. In the ordinary and proper conduct of the business of the limited liability partnership; or
2. In or about anything necessarily done for the preservation of the business or property of the limited liability partnership.

The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this LLP till 31st March of the subsequent year.

23. BOOK OF ACCOUNTS

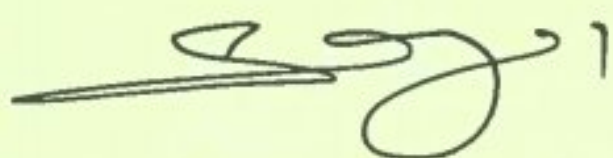
All necessary books of account and other papers relating the affairs of the LLP as prescribed under Rule 24 of LLP Rules & Forms, 2008 pursuant to section 34(1) of the LLP Act 2008 shall be ensured by the designated partners for the time being to be kept at the principal place of business of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day up-to-date on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP.

24. ANNUAL STATEMENTS OF ACCOUNTS AND SOLVENCY

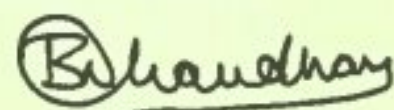
The Designated Partners of the LLP shall, within a period of six months from the end of each financial year, prepare the Annual Statements of Accounts and Solvency for the financial year as at its last day of all the capital contributions, assets and liabilities and of the profits and losses of the LLP, and the same shall be signed by each Partner in addition in addition to the signing thereof by the Designated partners of the LLP as required under section 34(2) of the Act in token of his being bound thereby. If, in the event, any Partner refuses to sign the Annual Statements of Accounts and Solvency giving no valid reason, a copy of the same shall be posted to him by Registered Post Acknowledgement Due to his last known address as supplied by him to the LLP, and same shall be deemed to have been signed by him on the date of such posting.

25. AUDIT

The Statements of Accounts and Solvency of the LLP made each year shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(4) of the LLP Act, 2008, namely, Rule 24(10) of the LLP Rules, 2009 & Rule 24(11) of the LLP Rules, 2009. It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.


Sudhi


11
SKP


Bhaudhary



26. AUDITOR

Designated Partners are authorized to appoint/ reappoint The Auditors of the LLP, if required such appointment may be of the first auditors or on causal vacancy or on Resignation or removal of the Auditors.

LLP may case the removal of the Auditor/s before expiry of his term. LLP may issue a notice of such auditor/s of its intention to do so and seek his representation of reasonable length in writing. Such representation should be made by such auditor/s to the LLP within Two weeks from the date of receipt of such notice. Upon considering the said representation, if any, tendered by the said Auditor/s, if all the designated partners are having consensus for his removal, said Auditor/s shall be removed and he shall be informed about the decision of the designated partners by the LLP within seven days from the date thereof.

27. DIVISION OF ANNUAL PROFIT OF THE LLP

As soon as the Annual Statements of Accounts and Solvency shall have been signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any, of the LLP business, shall be divided between the Partners in the proportion specified in and in accordance with the provisions of this Agreement.

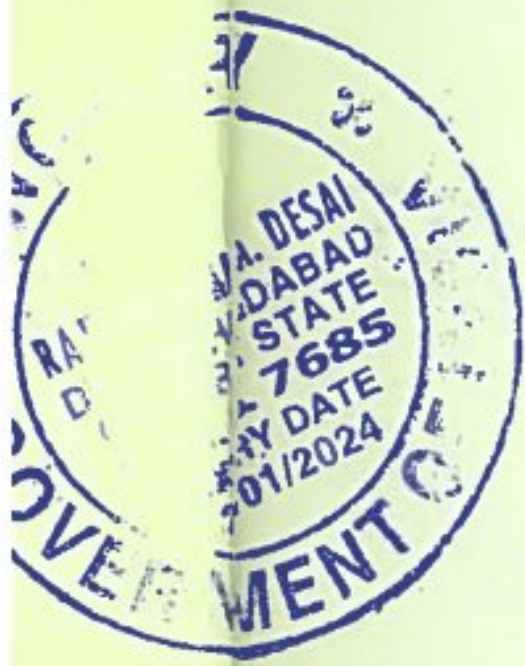
28. THE DESIGNATED PARTNERS HAVE THE FOLLOWING ADDITIONAL POWERS AND RESPONSIBILITIES:

- (a) To retain any existing Auditors for the following Accounting Period;
- (b) To appoint new Auditors;
- (c) To remove any existing Auditors from their office;
- (d) The power to agree to the rate of remuneration for any Auditors.
- (e) At the end of each Accounting Period a profit and loss and balance sheet shall be prepared and audited in accordance with all relevant financial reporting standards, including the disclosure of Partner's interests in the LLP and further notes or information and in a format as required by the Act.
- (f) The Partners shall meet and approve the accounts, in accordance with the Act.
- (g) After approval, the accounts will become binding upon all Partners.
- (h) After approval, each Partner will receive a copy of the accounts in accordance with the Act.

[Signature]
[Signature]

[Signature]

[Signature]



29. BANKING:

The bankers of the partnership shall be any Nationalized, Private, scheduled bank or such other banks as the majority of Designated Partners may decide from time to time.

- (a) All funds of the Partnership business shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. All withdrawals are to be made by Cheques signed by any Two Designated Partner and all instructions for the electronic transfer of funds from any LLP account shall be in writing signed by any Two Designated Partner.
- (b) The writing and signing of cheques or instructions for electronic transfers will only be done for the business purposes of the LLP; any personal use is strictly prohibited and would breach any Partner's duties and responsibilities to the LLP.

30. BORROWING

LLP may borrow any money from any bank, financial institution, NBFC, finance company and any other person. The borrowing may be secured or unsecured.

The security for borrowing may be created as may be decided with the consent of a simple majority of designated partners.

31. ARBITRATION:

- (a) All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.
- (b) If any question arises whether the dispute relates to formation, management or business of the LLP, the question shall be referred to the arbitrator, whose decision thereon shall be final.

13



IN WITNESS WHERE OF the parties have here unto put and subscribed their signature respective hands in the presence of the witness the day and year first hereinabove written.

SIGNED & DELIVERED BY EMS INFRA PROJECT LLP

[Signature]

KANJIBHAI MANSANGBHAI CHAUDHARY

[Signature]

PARESHKUMAR KANTILAL PATEL

[Signature]

SUNILBHAI GORDHANBHAI PATEL

[Signature]

SHASHIKANT KANTILAL PATEL

[Signature]

BHAVIKKUMAR NARSINHBHAI CHAUDHARY



SIGNED BEFORE ME

[Signature]

RAJESHKUMAR A. DESAI
NOTARY
GOVT. OF INDIA

20 MAR 2023



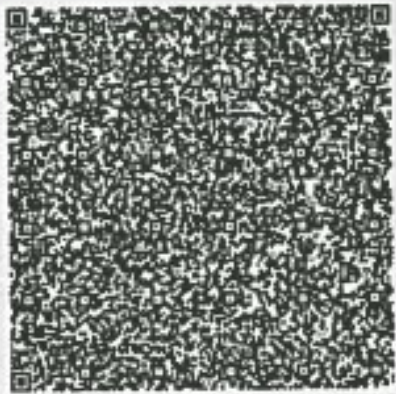
ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 2141/43306/01183

To
ચૌધરી કાન્હુભાઈ
Chaudhary Kanjibhai
S/O: Mansangbhai
02
Krishna Bunglows
Baroda Express Highway
C T M
Ahmedabad City
Ahmedabad Gujarat - 380026
9099060283

Signature Not Verified
Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA 05
Date: 2023.02.19 18:34:48
UTC



તમારો આધાર નંબર / Your Aadhaar No. :

8160 9481 6627

VID : 9194 3230 8155 4997

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



ચૌધરી કાન્હુભાઈ
Chaudhary Kanjibhai
જન્મ તારીખ/DOB: 01/05/1964
પુરુષ/ MALE

8160 9481 6627

VID : 9194 3230 8155 4997

મારો આધાર, મારી ઓળખ



Government of India



માહિતી / INFORMATION

- આધાર એ ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ.
- આધાર અનન્ય અને સુરક્ષિત છે.
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ/ ઓફલાઇન XML/ ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો
- આધારના તમામ સ્વરૂપો જેમ કે આધાર કાર્ડ, PVC કાર્ડ્સ, eAadhaar અને mAadhaar સમાન રીતે માન્ય છે. 12-અંકના આધાર નંબરની જગ્યાએ વર્ચ્યુઅલ આધાર ઓળખ (VID)નો પણ ઉપયોગ કરી શકાય છે.
- 10 વર્ષમાં ઓછામાં ઓછું એકવાર આધાર અપડેટ કરો.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી લાભો/સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- આધારમાં તમારો મોબાઇલ નંબર અને ઇમેઇલ આઈડી અપડેટ રાખો.
- આધાર સેવાઓ મેળવવા માટે સ્માર્ટફોન પર mAadhaar એપ ડાઉનલોડ કરો.
- સુરક્ષા સુનિશ્ચિત કરવા માટે લોક/અનલોક બાયોમેટ્રિક્સ/આધાર સુવિધાનો ઉપયોગ કરો.
- આધાર મેળવવા માંગતા સંગઠનોએ યોગ્ય સંમતિ મેળવવી જરૂરી છે.
- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non- Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.

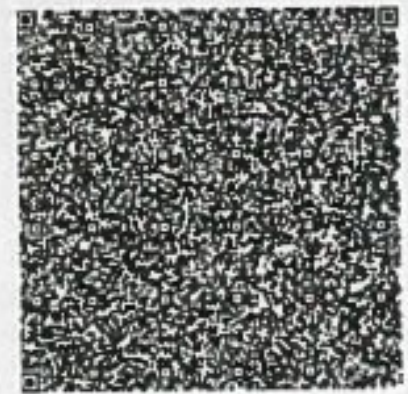


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું :
પિતાનું/માતાનું નામ: માન્સંગભાઈ, 02, ક્રિષ્ના બંગ્લોઝ, બરોડા
એક્સપ્રેસ હાઇવે, સી ટી એમ, અમદાવાદ શહેર, અમદાવાદ,
ગુજરાત - 380026

Address:
S/O: Mansangbhai, 02, Krishna Bunglows,
Baroda Express Highway, C T M, Ahmedabad
City, Ahmedabad,
Gujarat - 380026



8160 9481 6627

VID : 9194 3230 8155 4997

☎ 1947

✉ help@uidai.gov.in

🌐 www.uidai.gov.in

Handwritten signature



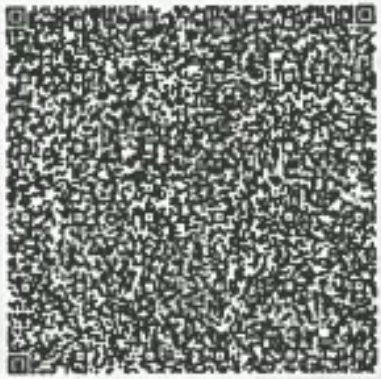
ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
ભારત સરકાર
Unique Identification Authority of India
Government of India

સંમતિ ક્રમ સંખ્યા/ Enrolment No.: 1067/00223/01161

To
પટેલ પરેશભાઈ
Patel Pareshbhai
S/O: Kantilal
Uma Bungalows
Ghatlodia
R C Technical Road
Ahmedabad City
Ghatlodia
Ahmedabad Gujarat - 380061
9099060284

Validity unknown

Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2019.05.28 12:28
IST



QR Code with Photograph

તમારો આધાર નંબર / Your Aadhaar No. :

6369 7928 1208

VID : 9145 0398 3413 5594

મારો આધાર, મારી ઓળખ



ભારત સરકાર

Government of India



પટેલ પરેશભાઈ
Patel Pareshbhai
જન્મ તારીખ/DOB: 06/10/1972
પુરુષ/ MALE



6369 7928 1208

VID : 9145 0398 3413 5594

મારો આધાર, મારી ઓળખ



Government of India



AADHAAR

સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિ.
- ઓળખાણનું પ્રમાણ ઓનલાઈન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- 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.

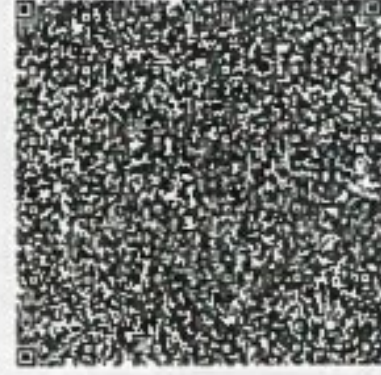


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

Unique Identification Authority of India

સરનામું :
S/O: કાંતિલાલ, 1, ઉમા બંગલોઝ, આર સી ટેકનિકલ
રોડ, ઘાટલોડીયા, અમદાવાદ શહેર, અમદાવાદ,
ગુજરાત - 380061

Address:
S/O: Kantilal, 1, Uma Bungalows, R C
Technical Road, Ghatlodia, Ahmedabad
City, Ahmedabad,
Gujarat - 380061



QR Code with Photograph

6369 7928 1208

VID : 9145 0398 3413 5594

1947

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www.uidai.gov.in



ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામીકરણ ક્રમ સંખ્યા / Enrolment No.: 0646/00093/46852

સુનિલભાઈ પટેલ
Sunilbhai Patel
C/O: Gordhanbhai Patel
No-8
Akshat Villa Bungalows
Near Green Vally Flat
B/H Hetarth Party Plot
Sola
Ahmedabad Gujarat - 380060
9099605000

Validity unknown

Digital
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2021-12-01 12:49:03
UTC



તમારો આધાર નંબર / Your Aadhaar No. :

5830 4542 8609

VID : 9178 3735 3212 5837

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



સુનિલભાઈ પટેલ
Sunilbhai Patel
જન્મ તારીખ/DOB: 26/07/1975
પુરુષ/ MALE

5830 4542 8609

VID : 9178 3735 3212 5837

મારો આધાર, મારી ઓળખ



Government of India



નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ / ઓફલાઈન XML / ઓનલાઈન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

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- This is electronically generated letter.

- આધાર સમગ્ર દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- તમારા મોબાઈલ નંબર અને ઈમેઇલ આઈડીને આધારમાં અપડેટ કરો.
- તમારા સ્માર્ટ ફોનમાં આધાર રાખો - એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

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- Carry Aadhaar in your smart phone - use mAadhaar App.



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું :
શ્રી દ્વારા: ગોરધનભાઈ પટેલ, નંબર-8, અક્ષત વિલા બંગ્લોઝ,
ગ્રીન વેલી ફ્લેટ પાર્ક, ટેલાર્થ પાર્ટી પ્લોટની પાછળ, સોલા,
અમદાવાદ,
ગુજરાત - 380060
Address:
C/O: Gordhanbhai Patel, No-8, Akshat Villa
Bungalows, Near Green Vally Flat, B/H Hetarth
Party Plot, Sola, Ahmedabad,
Gujarat - 380060



5830 4542 8609

VID : 9178 3735 3212 5837

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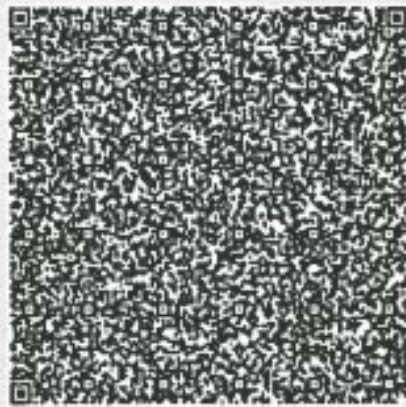


ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 0000/00595/74031

શશિકાંત પટેલ
Shashikant Patel
C/O PATEL KANTILAL ISHWARDAS, PATEL SHASHIKANT
KANTILAL
B-303 RATNAM STATUS,
B/H FUN POINT CLUB
SOLA
Solagam
Sola
Ahmedabad Gujarat - 380060
9998866499
Validity unknown
Download Date: 02/12/2020
Issue Date: 18/09/2019



તમારો આધાર નંબર / Your Aadhaar No. :

6075 5485 7237

VID : 9185 8833 3764 1381

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



શશિકાંત પટેલ
Shashikant Patel
જન્મ તારીખ/DOB: 18/08/1983
પુરુષ/ MALE

Issue Date: 18/09/2019

6075 5485 7237

VID : 9185 8833 3764 1381

મારો આધાર, મારી ઓળખ



Government of India



નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ / ઓફલાઈન XML / ઓનલાઈન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

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- આધાર સમગ્ર દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
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- તમારા સ્માર્ટ ફોનમાં આધાર રાખો - એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

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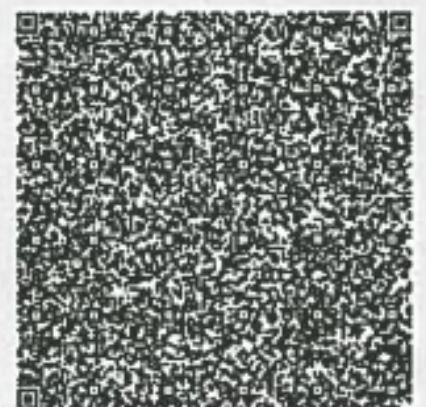


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું :
પટેલ કાંતિલાલ ઇશ્વરદાસ, પટેલ શશિકાંત
કાંતિલાલ, બી-303 રત્નમ સ્ટેટસ, બી/એચ ફન
પોઇન્ટ ક્લબ, સોલગામ, સોલા, અમદાવાદ,
ગુજરાત - 380060

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PATEL SHASHIKANT KANTILAL, B-303
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6075 5485 7237

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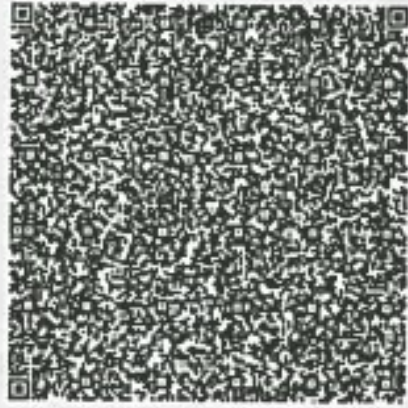
ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નિર્માણ ક્રમ સંખ્યા / Enrolment No.: 0000/00423/10959

ભવિકુમાર નરસિંહભાઈ ચૌધરી
Bhavikkumar Narsinhbhai Chaudhary
H502, WHITE ELEGANCE
OPPOSITE VIMAL PARK SOCIETY, NARODA DEHGAM ROAD
WHITE BUSINESS HUB
NEW NARODA
Hanspura
Ahmedabad Gujarat - 382330
9723668576

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Date: 2023.07.09 09:34:24
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તમારો આધાર નંબર / Your Aadhaar No. :

2703 6042 1519

VID : 9100 1400 9730 6264

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



ભવિકુમાર નરસિંહભાઈ ચૌધરી
Bhavikkumar Narsinhbhai Chaudhary
જન્મ તારીખ/DOB: 31/01/1992
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VID : 9100 1400 9730 6264

મારો આધાર, મારી ઓળખ



Government of India



નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ / ઓફલાઈન XML / ઓનલાઈન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- આધાર સમગ્ર દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- તમારા મોબાઈલ નંબર અને ઈમેલ આઈડીને આધારમાં અપડેટ કરો.
- તમારા સ્માર્ટ ફોનમાં આધાર રાખો - એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone - use mAadhaar App.

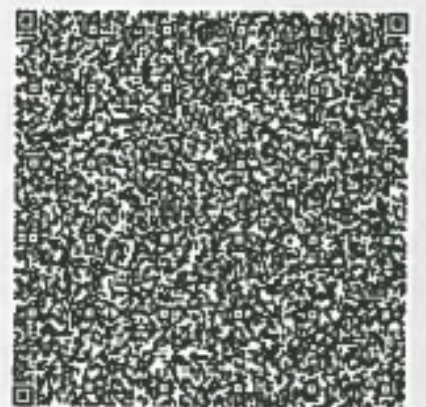


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Unique Identification Authority of India



સરનામું :
એચપીસી, વ્હાઇટ એલિગન્સ, વિમલ પાર્ક સોસાયટી સામે, નરોડા
દેહગમ રોડ, વ્હાઇટ બિઝનેસ હબ, ન્યુ નરોડા, હંસપુરા,
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Bhauddhary