

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 26/02/2021

Certificate No. T0Z2021B420



GRN No. 73957025



Stamp Duty Paid : ₹ 2000  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Amika Developers Llp

H.No/Floor : 654

Sector/Ward : 22

LandMark : Prabhu nagar

City/Village : Sonipat

District : Sonipat

State : Haryana

Phone: 88\*\*\*\*\*31



**Buyer / Second Party Detail**

Name : Na

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Na

District : Na

State : Na

Phone : 88\*\*\*\*\*31

Purpose : LLP PARTNERSHIP DEED

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

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

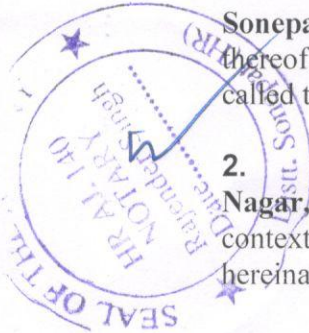
THIS Agreement of Limited Liability Partnership made at Sonapat, Haryana this 09th Day of February, 2021.

**BETWEEN**

1. **Sh. Harsh**, son of **Ashwani Kumar**, residing at **House No. 654/22, Prabhu Nagar, Sonapat – 131001**, which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

2. **Sh. Ashwani Kumar**, son of **Sh. Puran Singh**, residing at **House No. 654/22, Prabhu Nagar, Sonapat – 131001**, which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

3. **Sh. Rakesh Kumar**, son of **Sh. Singh Ram**, residing at **Vpo Shahzadpur, Sandal Kalan, Sonapat – 131001**, which expression shall, unless it be repugnant to the subject or



*[Signature]*

*[Signature]*

*[Signature]*



context thereof, include her legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PARTY**,

And

**4. Sh. Dharmbir Kadian**, son of **Sh. Sukh Ram**, residing at **588, Ward-5, Adarsh Nagar, Gohana, Sonipat - 131001**, which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees and hereinafter called the **FOURTH PARTY**,

(ALL THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the above mentioned **PARTIES** have mutually agreed **TO CARRY ON THE BUSINESS OF DEVELOPING, PLANING AND CONSTRUCTING BUILDINGS, COLONIES, RESIDENTIAL, NON RESIDENTIAL ESTABLISHMENTS AND PROVIDING REAL ESTATE SERVICES** alongwith other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

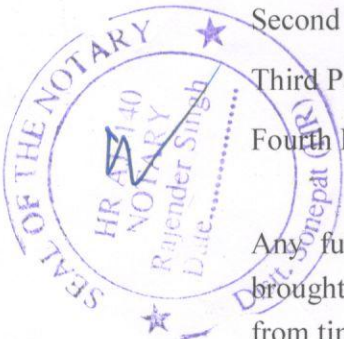
NOW All the Parties are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

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

A Limited Liability Partnership shall be carried on in the name and style of **M/s. ARNIKA DEVELOPERS LLP** and hereinafter called as **ARNIKA DEVELOPERS LLP**.

1. The **ARNIKA DEVELOPERS LLP** as constituted under this deed shall be deemed to be have commenced on the 09<sup>th</sup> Day of February 2021.
2. The **ARNIKA DEVELOPERS LLP** shall have its registered office at **House No. 654/22, Prabhu Nagar, Near Gopi Mandir, Sonapat – 131001** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. The initial contribution of **ARNIKA DEVELOPERS LLP** shall be Rs 5,00,000/(Rupees FIVE LAC only) which shall be contributed by the Partners in the following proportions :  
First Party: 50 % i.e. Rs. 2,50,000/(Rupees Two Lac Fifty Thousand only)  
Second Party: 50 % i.e. Rs. 2,50,000/(Rupees Two Lac Fifty Thousand only)  
Third Party: 50 % i.e. Rs. 2,50,000/(Rupees Two Lac Fifty Thousand only)  
Fourth Party: 50 % i.e. Rs. 2,50,000/(Rupees Two Lac Fifty Thousand only)

Any further contributions, if required by the **ARNIKA DEVELOPERS LLP** shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.



Handwritten signatures and marks at the bottom of the page, including a large checkmark and several illegible signatures.



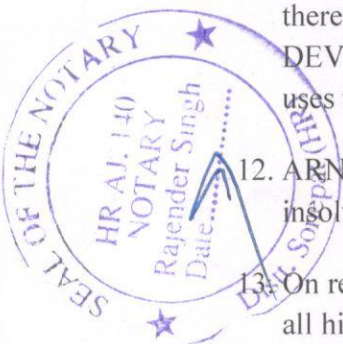
4. The ARNIKA DEVELOPERS LLP shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
5. All the Partners of the ARNIKA DEVELOPERS LLP are entitled to share profit and losses in the equal ratio.
6. The business of the ARNIKA DEVELOPERS LLP shall be **TO CARRY ON THE BUSINESS OF DEVELOPING, PLANING AND CONSTRUCTING BUILDINGS, COLONIES, RESIDENTIAL, NON RESIDENTIAL ESTABLISHMENTS AND PROVIDING REAL ESTATE SERVICES** alongwith other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

#### **Admission of New Partner**

7. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the ARNIKA DEVELOPERS LLP.
8. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property.

#### **Rights of Partner**

9. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said ARNIKA DEVELOPERS LLP in the proportion of their Contribution.
10. Every partner has a right to have access to and to inspect and copy any books of the ARNIKA DEVELOPERS LLP.
11. 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 ARNIKA DEVELOPERS LLP shall have no objection thereto provided that the said partner has intimated the said fact to the ARNIKA DEVELOPERS LLP before the start of the independent business and moreover he shall not uses the name of the ARNIKA DEVELOPERS LLP to carry on the said business.
12. ARNIKA DEVELOPERS LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the ARNIKA DEVELOPERS LLP.
13. 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 ARNIKA DEVELOPERS LLP shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the ARNIKA DEVELOPERS LLP in place of such deceased



*[Handwritten signatures]*



partner. 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.

14. 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 ARNIKA DEVELOPERS LLP.

#### **Duties of Partners**

15. 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.
16. 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.
17. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
18. In case any of the Partners of the ARNIKA DEVELOPERS LLP desires to transfer or assign his interest or shares in the ARNIKA DEVELOPERS LLP he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
19. No partner shall without the written consent of the ARNIKA DEVELOPERS LLP,--
  - I. Employ any money, goods or effects of the ARNIKA DEVELOPERS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the ARNIKA DEVELOPERS LLP.
  - II. Lend money or give credit on behalf of the ARNIKA DEVELOPERS LLP or to have any dealings with any persons, 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 provisions shall be made good with the ARNIKA DEVELOPERS LLP by the partner incurring the same.
  - III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the ARNIKA DEVELOPERS LLP property or any part thereof may be seized.
  - IV. Assign, mortgage or charge his or her share" in the ARNIKA DEVELOPERS LLP or any asset or property thereof or make any other person a partner therein.



*[Handwritten signatures]*



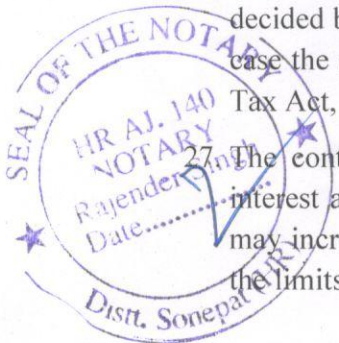
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the ARNIKA DEVELOPERS LLP except upon the written consent given by the other partner.

### Meeting

20. All the matters related to the ARNIKA DEVELOPERS LLP as mentioned in schedule II to this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
21. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the ARNIKA DEVELOPERS 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.
22. The meeting of Partners shall ordinarily be held at the registered office of the ARNIKA DEVELOPERS LLP or at any other place as per the convenience of partners.
23. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
24. 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 ARNIKA DEVELOPERS LLP.
25. Each partner shall--
- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the ARNIKA DEVELOPERS LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
  - II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the ARNIKA DEVELOPERS LLP business and they all shall be the working partners.

### Duties and Remuneration of Designated Partners

26. All the partners shall be working partner and shall be paid such remuneration as may be decided by the majority of the Partners for rendering their services as such. However in any case the remuneration shall not exceed the limit prescribed under section 40(b) of Income Tax Act, 1961.
27. The contribution account, current account and Loan account of all partners shall bear interest and interest to be paid shall not exceed 12% p.a. The partners by mutual consent may increase, reduce, waive or alter the rate of interest; however the same shall be within the limits prescribed under section 40(b) of the Income Tax Act, 1961.





28. The ARNIKA DEVELOPERS 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 ARNIKA DEVELOPERS LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

#### **Cessation of existing Partners**

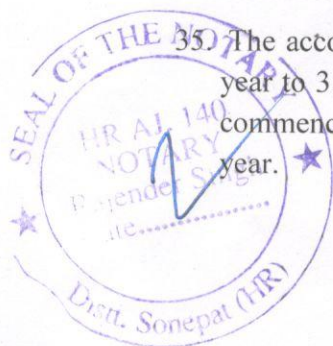
29. Partner may cease to be partner of the ARNIKA DEVELOPERS LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
30. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of ARNIKA DEVELOPERS LLP with fraudulent purpose.
31. The ARNIKA DEVELOPERS LLP can be wound up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

#### **Extent of Liability of ARNIKA DEVELOPERS LLP**

32. ARNIKA DEVELOPERS LLP is not bound by anything done by a partner in dealing with a person if—
- I. The partner in fact has no authority to act for the ARNIKA DEVELOPERS LLP in doing a particular act; and
  - II. The person knows that he has no authority or does not know or believe him to be a partner of the ARNIKA DEVELOPERS LLP.

#### **Miscellaneous Provisions**

33. The limited liability partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
- I. In the ordinary and proper conduct of the business of the limited liability partnership; or
  - II. In or about anything necessarily done for the preservation of the business or property of the limited liability partnership.
34. The books of accounts of the firm shall be kept at the registered office of the ARNIKA DEVELOPERS LLP for the reference of all the partners.
35. The accounting year of the ARNIKA DEVELOPERS 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 ARNIKA DEVELOPERS LLP till 31st March of the subsequent year.



A handwritten signature in blue ink.

A handwritten signature in blue ink.

A handwritten signature in blue ink.

A handwritten signature in blue ink.



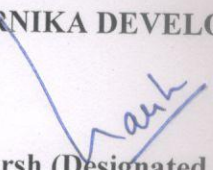
36. It is expressly agreed that the bank account of the ARNIKA DEVELOPERS LLP shall be operated by the as all the partners decide time to time.
37. All disputes between the partners or between the Partner and the ARNIKA DEVELOPERS LLP arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

IN WITNESS WHEREOF the parties have put their respective hands the 09<sup>th</sup> day of February 2021 first hereinabove written

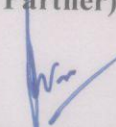
Signed and delivered by the


For and on behalf of

ARNIKA DEVELOPERS LLP

  
Harsh (Designated Partner)

  
Ashwani Kumar (Designated Partner)

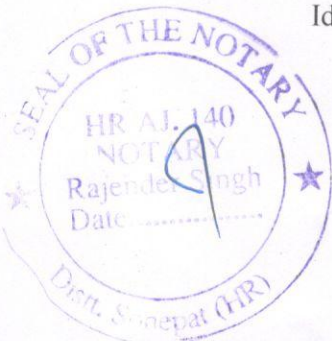
  
Rakesh Kumar (Designated Partner)

  
Dharmbir Kadian (Designated Partner)

Witness:

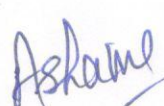


a) Name: Jagmohinder Singh  
Address: 297/31, Gali No 17, Mayapuri Vihar, N.P.  
Signature: Jagmohinder Singh  
Id No. 8302 5557 3997

b) Name: Mohar Kumar  
Address: 1213/21, Gali No 1 Pragati Nagar, N.P.  
Signature: Mohar Kumar  
Id No. 2795 7459 7386



ATTESTED

  
NOTARY



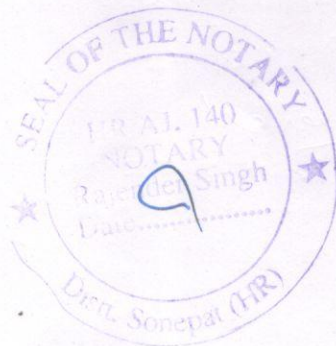
**SCHEDULE I**

**(A) THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:**

1. To developing, planning and constructing buildings, colonies, residential and non residential establishments and real estate properties and to work as broker and dealer of real estate.
2. To set up construction and building projects and proposals and provide, encourage, initiate or promote programs for residential and non-residential developments.
3. To import, export, produce, exhibit, use, work, distribute, buy, sell, or otherwise deal in all kinds of construction, building, and development materials and consumables.

**(B) THE OTHER BUSINESSES ARE:**

**ANY OTHER BUSINESS RELATED TO THE PROPOSED BUSINESS FIELD AS AND WHEN THE PARTNERS REQUIRE IT TO BE DONE AS PER THE EXISTING AGREEMENT OR AS THE MODIFICATION DONE FROM TIME TO TIME.**



**ATTESTED**

**NOTARY**  
**Distt. Sonapat**

02/3/2021



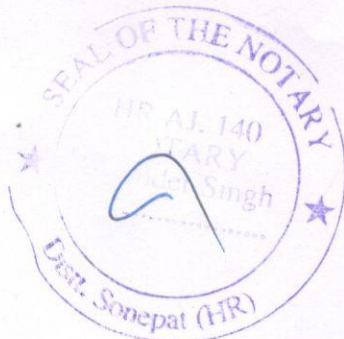
## SCHEDULE II

### MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF ARNIKA DEVELOPERS LLP

The following acts on behalf of the ARNIKA DEVELOPERS LLP or any business controlled by the ARNIKA DEVELOPERS LLP or for its benefit, must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

- (a) Increase or reduction in contribution.
- (b) Increase/Decrease or removal of designated partners or change in working designated partners.
- (c) Alteration of ARNIKA DEVELOPERS LLP Agreement.
- (d) Modification in the right of Designated Partners,
- (e) Placing of the ARNIKA DEVELOPERS LLP in voluntary dissolution or liquidation.
- (f) Amalgamation or merger of the ARNIKA DEVELOPERS LLP with other business.
- (g) Declaration of Dividend or other appropriation of the profits.
- (h) Termination/modification of lease or license agreement for the premises/equipments taken on lease by the ARNIKA DEVELOPERS LLP before the expiration of the term of lease or license.
- (i) Any sale or lease of the whole or substantial part of the business or undertaking of the ARNIKA DEVELOPERS LLP.
- (j) Sale or Assignment of goodwill of the ARNIKA DEVELOPERS LLP.
- (k) The approval of the annual financial, economic and investment plan as well as profit planning.

*[Handwritten signatures]*



ATTESTED

*[Handwritten signature]*  
NOTARY

Distt. Sonapat

02/3/2021