

# e-Challan

Registration and Stamps department  
Government of Rajasthan

GRN: 0030787424



Payment Date: 30/05/2019 15:33:56

Office Name: SUB REGISTRAR-VI REGISTRATION & STAMPS, JAIPUR  
Location: JAIPUR (CITY)  
Period: 01/04/2019-To-31/03/2020

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-02-00-स्टाम्प शुल्क पर अधिभार	200.00
2	0030-02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार	200.00
3	0030-02-102-02-00-अन्य गैर अदालती स्टाम्प की बिक्री से आय	2000.00

Commission(-):

0.00

Total/NetAmount:

2400.00

Two Thousand Four Hundred Rupees and Zero Paise Only

## Payee Details:

Full Name: JVJ DREAM DEVELOPERS LLP

Tin/Actt.No./VehicleNo./Taxid :

Pan No.(If Applicable):

City(Pincode): JAIPUR(302004)

Address:B-173-B, Anandpuri, Moti Doongri Road Adarsh Nagar,  
Jaipur

Remarks:Stamp duty in respect of LLP Agreement

## Payment Details:

Challan No. - 0

Bank: IDBI Bank

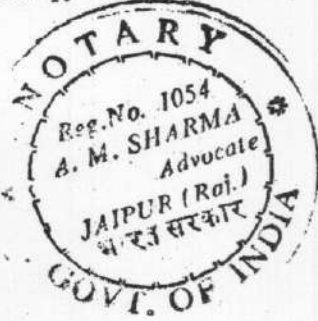
Bank CIN No: 691021310053030052019

Date: 30/05/2019 15:33:56

Reference No: 217066919

Computer generated copy on : 30/05/2019

Courtesy : <https://Egras.raj.nic.in>



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JAIPUR

7 JUN 2019

*Wajay Laitan*

*Laitan*

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

THIS LLP Agreement OF **JVJ DREAM DEVELOPERS LIMITED LIABILITY PARTNERSHIP** made at Jaipur on this 30<sup>th</sup> day of May 2019

BETWEEN

1. **Mr. VIJAY JAIN** age about 47 S/o **Mr. Bhupendra Kumar Jain** residing at **B-173-B, Anandpuri, Adarsh Nagar, Jaipur, 302004 Rajasthan, India** having DIN: 08461680 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,
2. **Mr. JAI KUMAR LODHA** age about 44 S/o **Mr. Bhupendra Lodha** residing at **B-173-B, Anandpuri, Adarsh Nagar, Jaipur 302004, Rajasthan, India**, having DIN : 08461681 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

**WHEREAS**

The parties have agreed to form and constitute a Limited Liability Partnership under the provisions of the Limited Liability Partnership Act, 2008 in the name and style of "**JVJ DREAM DEVELOPERS LLP**", in order to combine their business acumen, experience, expertise, efforts and energies, and to regulate and control the relationship between the parties are desirous of reducing to writing the terms of the Partnership agreed upon between themselves by executing a formal instrument of Partnership on the terms and conditions as hereinafter appearing.

(ALL THE DESIGNATED PARTNERS SHALL BE COLLECTIVELY REFERRED TO AS DESIGNATED PARTNERS/ PARTNERS)

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

**1. LLP NAME**

The business of LLP shall be carried on under the name and style of "**JVJ DREAM DEVELOPERS LLP**" (hereinafter called as "Limited Liability Partnership" or "LLP"). The name of the LLP may be changed at any time by the consent of majority of the designated partners, in accordance with the provisions of the LLP Act and the rules made there under.

**2. REGISTERED OFFICE**

The registered office of the LLP shall be situated at **B-173-B, ANANDPURI, MOTI DOONGRI ROAD ADARSH NAGAR, JAIPUR, 302004, RAJASTHAN, INDIA** and/or at such other place or places, as shall be agreed upon by the consent of majority of the Designated partners and following the procedure as laid down in the said Act from time to time.

*Vijay Jain*

*Jai Jain*

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### 3. BUSINESS

The business of LLP shall be to deal in immovable properties such as land and buildings on installments or otherwise and to purchase, acquire, take on lease or in exchange or in any other lawful manner in India or abroad any area, land including agriculture land, buildings, structures, industrial land, commercial land, residential land, all types land, factories, hotels, motels, resorts, farm houses, cinema houses and other commercial properties, estates, real estates or interest therein and any rights over or connected with them and to develop the same for sale on installments or otherwise, or for any other purpose by preparing building sites and by constructing, reconstructing, altering, improving, developing, marketing, promoting, decorating, furnishing and maintaining heritage spots, hotels, resorts, malls, plazas, apartments, shopping malls, farm houses, complex, multiplexes, amusement park, gardens, group housing, commercial and residential building, colonization, multi-story offices, flats, houses, shops, showrooms and townships, row houses, bungalows, industrial area (SEZ), hostels, hotels, township, cinema, community center and to equip them or any part thereof with all or any amenities or conveniences thereon and by consolidating or connecting or subdividing properties and leasing or disposing off the same and manage such land and buildings.

The agreement shall come into effect from the date of registration of the LLP i.e. 24<sup>th</sup> May, 2019 and shall continue until struck off, dissolved or liquidated in accordance with the provisions of this agreement or as provided under the LLP Act and rules made there under.

### 5. CAPITAL CONTRIBUTION

The Capital Contribution of LLP shall be Rs 50,000/- (Rupees One Only) which shall be contributed by the designated partners in the following proportions: -

- (a) First Party, Rs. 25,000/- (Rupees Twenty-Five Thousand only).
- (b) Second Party, Rs. 25,000/- (Rupees Twenty-Five Thousand only).

The Contribution can be increased or reduced with the consent of the all the Designated Partners subject to provisions of LLP Act & rules framed thereunder.

### 6. ADDITIONAL FUNDS, CURRENT CAPITAL OF PARTNERS & LOANS

- (a) Necessary current capital as well as further funds required, if any, for the business of the LLP shall be contributed or arranged by the partners in the form of their Current Capital and / or Loan or in any other manner, in such proportion as may be mutually agreed.

(b) The partners shall be paid interest on capital @ 12% per annum or at such other rates as may be otherwise mutually agreed among partners.

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- (c) The working partners of the LLP as agreed among partners of LLP shall be paid such remuneration salary as may be agreed among the partners.

**7. COMMON SEAL / RUBBER STAMP**

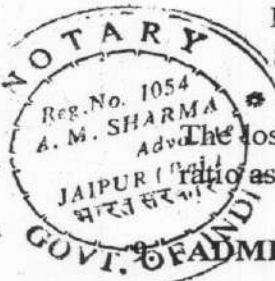
The LLP may have a common seal / rubber stamp to be affixed on the documents as defined by partners under the signature of any of the designated partners.

**8. PROFIT SHARING AND OTHER DISTRIBUTION TO PARTNERS**

The net profits / losses of the LLP as per the accounts maintained after deduction of all direct & indirect expenses relating to office and establishment expenses of the partnership including rent, salaries, interest, depreciation, and all other expenses relating to LLP as well as interest on capital and remuneration payable to the partners shall be divided and distributed among the partners on the close of the accounting year in the following proportions:

First Party / Partner	-	50%
Second Party / Partner	-	50%

The loss if any including loss of capital suffered shall be apportioned in the same ratio as above.



**ADMISSION OF NEW PARTNER:**

- (a) 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 LLP.
- (b) The Contribution of the new partner may be tangible, intangible, moveable or immoveable property or as may be decided by the existing partners from time to time.
- (c) The Profit-sharing ratio of the incoming partner will be decided by the existing partners by mutual agreement.
- (d) Any person having any business interest which is in conflict with the business of the LLP shall not be admitted as a Partner of the LLP.
- (e) Persons admitted as partners shall duly comply with the provisions of Section 25(1) of LLP Act and Rule 22(1) framed thereunder. The LLP shall have perpetual succession and the death, retirement, expulsion, cessation or insolvency of any partner shall not dissolve the LLP.

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## 10. CESSATION OF EXISTING PARTNERS

### (a) RETIREMENT

- (i) A Partner may cease to be partner of the LLP by giving a notice in writing of not less than 30 (thirty days) to the other partners of his intention to retire as partner.
- (ii) Upon receipt of the said notice, the value of the assets and liabilities shall be determined, and a statement of accounts shall be taken and the share of capital contribution and undistributed profits/loss upto the date of retirement of such partner shall be determined
- (iii) The Retiring Partner shall be entitled to the credit balance or be liable for the debit balance as arrived as per the said accounts which shall be payable to him or receivable from him, as the case may be, as may be mutually agreed upon. A Statement of Accounts shall be taken and made out of the Retiring Partner's share of the capital and effects of the LLP and of all unpaid profits and other amounts due to him up to the time of his retirement, subject to required adjustments between his capital account and income account transactions and transfers made till the date of retirement, as the case may be, and balances struck as certified by the Auditor. Such outstanding balance shall be disbursed or settled within a reasonable time as may be mutually agreed upon between the retiring and the continuing partners. Interest shall be payable or receivable on such balance payable or receivable as may be mutually agreed upon
- (iv) The continuing partner reserves his right to induct before the formal retirement of the outgoing partner another person as partner in this partnership on such terms and conditions as may be decided by the continuing partner but not so as to prejudice the interest of the Retiring Partner.

### (b) EXPULSION

- (i) No Partner can be expelled by the other Partners or a majority of Partners except in where he /she have been found guilty of carrying on any activity/business of LLP for fraudulent purposes.
- (ii) A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such partner, to be heard.

### (c) RESIGNATION

None of the partner of the LLP shall resign from the LLP without the prior consent of other partners provided such consent is not unreasonably withheld or delayed. The LLP shall pay the partner who is withdrawing a portion or all the value of his capital account in the LLP. Upon the withdrawal of a partner from

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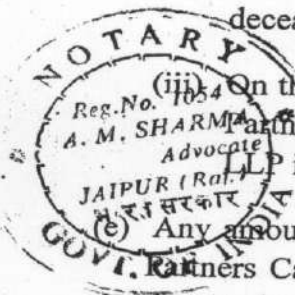
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the LLP for any reason, such partner shall cease to have any further right or interest in the LLP.

(d) DEATH OF PARTNER:

(i) On the death of any partner/ designated partner, the remaining partners/ designated partners agree to admit within thirty (30) days, spouse of deceased partner as a Partner on the same terms and conditions of the deceased partner. In the event of his/ her spouse not being alive or not agreeing to be admitted as a partner, the remaining partner agree to admit within thirty (30) days, his children in equal share as Partners on the same terms and conditions of the deceased partner.

(ii) Upon the death of any of the Partners herein 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.



(iii) On the death of any Partner, if his or her heir / heirs opt not to become the Partner, the surviving Partners shall have the option to get the profits of the LLP in the profit-sharing ratio of the deceased partner.

(e) Any amount or benefit similar to Goodwill, premium or otherwise in excess of Partners Capital Account shall not be paid to any retiring/ outgoing/ incoming/ deceased partner except as otherwise agreed among the partners.

**11. MUTUAL RIGHTS OF PARTNER**

- (a) All the partners hereto shall have the rights, title and interest in all the assets and properties in the 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 uses the name of the LLP to carry on the said business.
- (d) The LLP shall have perpetual succession; death, retirement or insolvency of any partner shall not dissolve the LLP.
- (e) 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.

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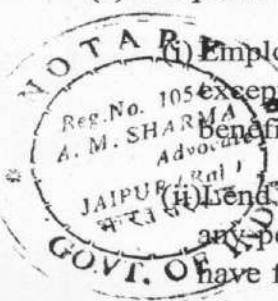
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## 12. DUTIES OF PARTNERS

- (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 by giving 45 days' notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.
- (e) No partner shall without the written consent of LLP:



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

(ii) Lend money or give credit on behalf of the 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 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 LLP property or any part thereof may be seized.

(iv) 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.

(v) 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.

## 13. DESIGNATED PARTNERS & THEIR DUTIES

- (a) All the parties shall be designated partners of the LLP. The Designated Partner shall act in terms of the Requirements of the LLP Act.
- (b) 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,

*Vijay Saini*

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statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

- (c) The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

#### 14. TRANSFER OR ASSIGNMENT OF RIGHTS

- (a) In case any of the Partners of LLP desires to transfer or assign his interest in LLP, he has to offer the same to the remaining Partners by giving 15 days' notice.
- (b) In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
- (c) Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

#### RESTRICTION ON THE PARTNERS' AUTHORITY

Without the written consent of the other partner, no partner shall: -

- (a) Transfer assign or mortgage his share of interest in the LLP.
- (b) Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP
- (c) Enter into any bond or stand surety or guarantee with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized or attached.
- (d) Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP.
- (e) Encumber or otherwise charge or pledge the properties of the LLP.
- (f) Draw or accept or endorse unauthorizedly any bill of exchange or promissory note on LLP's account.
- (g) Remit the whole or part of any debt due to the LLP.
- (h) Lease, sell, pledge or otherwise transfer any of the properties of the LLP otherwise than in the ordinary course of business.
- (i) Commit to buy or buy any immovable property for the LLP.
- (j) Do any act or omission rendering the LLP liable to be wound up.

*Wijay Laiter*

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- (k) Discuss business secrets of the LLP with outsiders.
- (l) Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection.
- (m) Submit any dispute relating to the LLP's business to arbitration.
- (n) Open a banking account on behalf of the LLP in his own name.
- (o) Commit to compromise or relinquish any claim in whole or in part of the LLP.
- (p) Withdraw or not prosecute any claims or proceedings filed on behalf of the LLP
- (q) Admit on behalf of the LLP any liability or claim in a suit or proceeding against the LLP.
- (r) Transfer, assign or otherwise encumber his share in the assets or profits of the LLP.
- (s) Engage or be concerned or interested in any other business, directly or indirectly competing with the business of the LLP.

(t) Do any act that may conflict his interest with the interest of the LLP or its other Partner.

#### 16. MEETING

(a) 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 written to the LLP.

(b) 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.

(c) 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.

#### 17. INDEMNITY

(a) The LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him.

- (i) In the ordinary course and proper conduct of the business of the LLP; or
- (ii) In or about anything necessarily done for the preservation of the business or property of the LLP.

(b) 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

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criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except in the event of gross negligence or willful misconduct of the partner or officer seeking indemnification.

- (c) Each partner shall indemnify the LLP and the other partner for any loss caused to it by his unauthorized acts or any fraud committed by him in the conduct of the business of the LLP.

#### 18. ALTERATION OF LLP AGREEMENT

- (a) Notwithstanding anything stated or provided herein the Partners hereto have full powers and discretion to modify, after or vary the terms and conditions of the Partnership Agreement in any manner whatsoever they think fit by mutual consent, which shall be reduced to writing to be signed by the partners and shall be duly registered.

- (b) With respect to any matter connected with the affairs of the LLP, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

- (c) The partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary Agreement and such deed when executed shall have effect unless otherwise provided from the first part of this LLP Agreement.

- (d) No alteration to or amendment or changes in this LLP Agreement including any change of business of the LLP shall be valid or effective or binding upon the Partners or the LLP unless reduced to writing as a Supplemental to this Agreement and duly signed and accepted by the Partners of the LLP as on the relevant date of alteration, amendment or change.

#### 19. EXTENT OF LIABILITY OF LLP

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.

#### 20. TITLE TO PROPERTY

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 wherever necessary in the name of LLP.

#### 21. BOOKS OF ACCOUNTS

The books of accounts of the firm shall be kept at the registered office of the LLP.

*M. J. Singh*

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## 22. ACCOUNTING YEAR

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. BANK ACCOUNT

- (a) All the funds and securities belonging to the LLP shall be deposited in current account or accounts of the LLP for safe custody.
- (b) The Bank account(s) shall be opened in the name of LLP by signatures all the partners.
- (c) The Bank account (s) opened shall be operated by the signatures of designated partner or partners jointly or severally in such manner as may be mutually agreed between partners.

## 24. GOVERNING LAW

All disputes between the partners or between the Partner and the 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).

## 25. JURISDICTION

Subject to the provisions mentioned herein competent court in the city of Jaipur, Rajasthan shall have the exclusive jurisdiction to adjudicate over matters relating to or arising out of the present agreement.

IN WITNESS WHEREOF the parties to this agreement have signed the agreement on the day and year and at the place mentioned herein below.

Signed and delivered by the parties:

*Vijay Jain*  
VIJAY JAIN (First Party)

*Jai Kumar Lodha*  
JAI KUMAR LODHA (Second Party)

Witness-1:

Signature:

*Dhara*

DHARA SINGH RAJPUT

Name & Add: 126, Chetak Vihar, Jandoli, Jaipur.

Witness-2:

Signature:

*Cheetar Mal Sharma*

Name & Add: CHEETAR MAL SHARMA

S/o Late Badrinarayan Sharma

Village - CHOP. Dist - JAIPUR.

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