



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar Rajasthan
G/6-7, Second Floor, Residency Area, Civil Lines, Jaipur - 302001, Rajasthan,
INDIA

FORM 16

[Refer Section 12(1)(b) of the LLP Act, 2008]

CERTIFICATE OF INCORPORATION

LLP Identification Number: AAB-1059

I hereby certify that ARYAN LANDMARK DEVELOPERS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given at Rajasthan this Sixth day of September Two Thousand Twelve.

Signature of Registrar
Rajasthan

Registrar, Rajasthan

Note: The corresponding form has been approved by RAMESH KUMAR MEENA, Registrar and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:
ARYAN LANDMARK DEVELOPERS LLP
2-C, SWAROOP COLONY, D.C.M, AJMER ROAD,
JAIPUR - 302021,
Rajasthan, INDIA



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

THIS Agreement of LLP made at Jaipur 6th Day of September, 2012

BETWEEN

1. Dr. Ram Chandra Yadav S/o Shri Harsahai Yadav Residing at Plot No. 2, Pawan Puri, Sodala, Jaipur, Rajasthan which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted and hereinafter called the FIRST PARTY, and
2. Rajendra Kumar Yadav S/o Shri Harsahai Yadav residing at 30, Yadav Farm, Ramchandrapura, Teh. Sanganer, Jaipur, Rajasthan 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,
3. Hem Raj Yadav S/o Shri Harsahai Yadav residing at Ramchandrapura, Teh. Sanganer, Jaipur, Rajasthan 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 THIRD PARTY,

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

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

For Aryan Landmark Developers LLP


Designated Partner

For Aryan Landmark Developers LLP

ATTESTED
Designated Partner

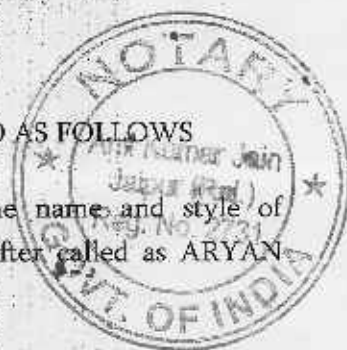
Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

For Aryan Landmark Developers LLP


Designated Partner

- 9 NOV 2012

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



1. A Limited Liability Partnership shall be carried on in the name and style of M/s. ARYAN LANDMARK DEVELOPERS LLP and hereinafter called as ARYAN LANDMARK DEVELOPERS LLP
2. The ARYAN LANDMARK DEVELOPERS LLP shall have its registered office at 2-C, Swaroop Colony, D.C.M., Ajmer Road, Jaipur, 302021(Raj.) 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 Contribution of ARYAN LANDMARK DEVELOPERS LLP shall be Rs. 25,00,000/- (Rupees Twenty Five Lacs only) which shall be contributed by the partners in the following proportions.

First Party 36 % i.e. Rs .900000 (Rupees Nine Lacs only)

Second Party 32 % i.e. Rs .800000 (Rupees Eight Lacs only)

Third Party 32 % i.e. Rs .800000 (Rupees Eight Lacs only)

The further Contribution if any required by the ARYAN LANDMARK DEVELOPERS LLP shall be brought by the partners in their profit sharing ratio.

4. The ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP are entitled to share profit and losses in the ratio of their respective contribution in the ARYAN LANDMARK DEVELOPERS LL
6. The business of the ARYAN LANDMARK DEVELOPERS LLP shall be of the limited liability partnership shall be that of To purchase, sell, acquire, get convert, equip, develop, improve, decorate, hold with absolute or limited rights or on lease, sub lease or otherwise and to deal, erect, construct, build, demolish, re-erect, alter, repair, furnish, model or remodel and maintain or otherwise deal in land, estates, buildings, houses, flat(s), commercial properties, commercial complexes, township, colonies, markets and other building/ structure for shops, factories, mills, god owns, hotels, restaurants, cinema halls, roads, bridge, dams, canals, wells and all other lands and properties of any description in India or abroad and to sell, exchange and to collect rents and income and to supply and provide tenants, occupiers and others refreshment, attendance, massage, light, waiting rooms, reading rooms, meeting rooms, lavatory, water, lifts, fans, air conditioners and all other conveniences including inter communication equipments and To acquire by purchase, lease, exchange, transfer or otherwise agricultural land, land under forestry, farms, farm houses, resorts and any estate or interest therein and any rights over all connected with the land so situate and to turn the same to account as may seem expedient and in particular by developing farms, gardens, forests and by constructing, reconstructing, altering, improving and maintaining farm houses and holiday resorts and by consolidating or connecting or sub dividing properties and by leasing and disposing of the same and realizing cost in lumpsum or easy installments or by hire

ATTESTED

Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

- 9 NOV 2017

For Aryan Landmark Developers LLP

Designated Partner

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Designated Partner

For Aryan Landmark Developers LLP

Designated Partner

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purchase system and raise plants, trees, flowers, food grains, oil seeds, fruits and seeds, nuts, vegetables and other produce of agriculture and horticulture.



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 ARYAN LANDMARK DEVELOPERS LLP
8. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution as mutually decided by existing partners.
9. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards ARYAN LANDMARK DEVELOPERS LLP

Rights of Partner

10. Mr. Jitendra Nagori Shall is Managing Partner and He is authorized to take decision in all the matter of LLP on behalf existing partners. Consent of Mr. Jitendra Nagori is must for any decision in LLP
11. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said ARYAN LANDMARK DEVELOPERS LLP in the proportion of their Contribution.
12. Every partner has a right to have access to and to inspect and copy any books of the ARYAN LANDMARK DEVELOPERS LLP
13. 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 ARYAN LANDMARK DEVELOPERS LLP shall have no objection thereto provided that the said partner has intimated the said fact to the ARYAN LANDMARK DEVELOPERS LLP Before the start of the independent business and moreover he shall not uses the name of the ARYAN LANDMARK DEVELOPERS LLP to carry on the said business.
14. ARYAN LANDMARK DEVELOPERS LLP shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve ARYAN LANDMARK DEVELOPERS LLP
15. 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 ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP in place of such deceased 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.
16. 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 ARYAN LANDMARK DEVELOPERS LLP

For Aryan Landmark Developers LLP

Designated Partner

For Aryan Landmark Developers LLP

Designated Partner

For Aryan Landmark Developers LLP

Designated Partner

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JAIPUR (Raj.)

9 NOV 2017

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Duties of Partners

17. 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.
18. 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.
19. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
20. In case any of the Partners of the ARYAN LANDMARK DEVELOPERS LLP desires to transfer or assign his interest or shares in ARYAN LANDMARK 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.
21. No partner shall without the written consent of the ARYAN LANDMARK DEVELOPERS LLP Employ any money, goods or effects of the ARYAN LANDMARK DEVELOPERS LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the ARYAN LANDMARK DEVELOPERS LLP
 - I. Lend money, or give credit on behalf of the ARYAN LANDMARK 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 by the ARYAN LANDMARK DEVELOPERS LLP partner incurring the same.
 - II. 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 ARYAN LANDMARK DEVELOPERS LLP property or any part thereof may be seized,
 - III. Assign, mortgage or charge his or her share" in the ARYAN LANDMARK DEVELOPERS LLP or any asset or property thereof or make any other person a partner therein.
 - IV. Compromise or compound or (except upon payment in full) release or discharge any debt due to the ARYAN LANDMARK DEVELOPERS LLP except upon the written consent given by the other partner.

Meeting

22. All the matters related to the ARYAN LANDMARK 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.

For Aryan Landmark Developers LLP

Designated Partner

For Aryan Landmark Developers LLP

Designated Partner

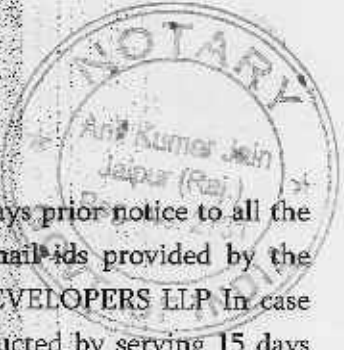
For Aryan Landmark Developers LLP

Designated Partner

ATTESTED
Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

NOV 2011

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23. 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 ARYAN LANDMARK 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.
24. The meeting of Partners shall ordinarily be held at the registered office of the ARYAN LANDMARK DEVELOPERS LLP or at any other place as per the convenience of partners.
25. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
26. 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 ARYAN LANDMARK DEVELOPERS LLP
 - I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP business and they all shall be the working partners.

Duties of Designated Partner

27. Mr. Ram Chandra Yadav, Mr. Rajendra Kumar Yadav and Mr. Hem Raj Yadav shall act as the Designated Partner of the ARYAN LANDMARK DEVELOPERS LLP in terms of the requirement of the Limited Liability Partnership Act, 2008.
28. 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.
29. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
30. The ARYAN LANDMARK DEVELOPERS LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
31. The ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

ATTESTED
Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

9 NOV 2012

For Aryan Landmark Developers LLP

For Aryan Landmark Developers LLP

For Aryan Landmark Developers LLP

Designated Partner

Designated Partner

Designated Partner

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Cessation of existing Partners

32. Partner may cease to be partner of the ARYAN LANDMARK 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.
33. 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 ARYAN LANDMARK DEVELOPERS LLP with fraudulent purpose.
34. The ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP

ARYAN LANDMARK 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 ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP

Interest on capital

35. Interest @12% per annum shall be paid to partners on their capital.

Remuneration to working partners

37. That all the parties of this agreement shall be working partners in the firm. That in consideration in respect of working of the partners, for running the business, the partners are entitled to the remuneration calculated as under, the said remuneration shall be treated as an expenses of the LLP which shall be debited to

the P. & L. A/c of the firm, the amount of such remuneration based on book profits shall be calculated in the manner mentioned in section 40(b) of the Income tax Act, 1961, shall be determined as under:—

- | | |
|--|-------------------------------|
| I In case of loss | NIL |
| II On the first Rs. 300000/-
Of Book profit | 90% of book profit |
| III On the balance of
Book profit | at the rate of 60% of thereof |

The amount of remuneration worked out as above shall be shared by the working partners in their capital ratio.

ATTESTED

Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

- 9 NOV 2017

For Aryan Landmark Developers LLP

Designated Partner

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Designated Partner

For Aryan Landmark Developers LLP

Designated Partner

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Miscellaneous Provisions

38. 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.

39. The books of accounts of the firm shall be kept at the registered office of the ARYAN LANDMARK DEVELOPERS LLP for the reference of all the partners.

40. The accounting year of the ARYAN LANDMARK 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 ARYAN LANDMARK DEVELOPERS LLP till 31st March of the subsequent year.

41. It is expressly agreed that the bank account of the ARYAN LANDMARK DEVELOPERS LLP shall be operated by any of the partner either severally or jointly.

42. All disputes between the partners or between the Partner and the ARYAN LANDMARK 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 WHERE OF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

For and on behalf of

For Aryan Landmark Developers LLP

ARYAN LANDMARK DEVELOPERS LLP

For Aryan Landmark Developers LLP

For Aryan Landmark Developers LLP

Designated Partner

RAM CHANDRA YADAV

(Designated Partner)

Designated Partner

RAJENDRA KUMAR YADAV

(Designated Partner)

Designated Partner

HEM RAJ YADAV

(Designated Partner)

Designated Partner

Witness:

a) Name: Dilip Singh Yadav S/o Hazu Mahan Yadav

Address: A-224 Nehru Nagar Jaipur-16

Signature:

b) Name: Sohan Sharma. S/o. Damodar Lal Sharma.

Address: 346. Baby Katiya, Surajpale Bazar Jaipur.

Signature:

ATTESTED

Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

9 NOV 2012

M. No. 9829061577

ARYAN LANDMARK DEVELOPERS LLP

2 C, Swaroop Colony, DCM, Ajmer Road, Jaipur

AUTHORIZATION LETTER

To whom so ever it may concern

We All Partners on behalf of the Firm M/s Aryan Landmark Developers LLP do hereby engage and authorize to Mr. Ram Chandar Yadav Partner of our firm M/s Aryan Landmark Developers LLP to act execute and take decisions for matter relating to Land Purchase, Sales & Legal Matters to JDA & other Authorities.

For and on behalf of Firm

ARYAN LANDMARK DEVELOPERS LLP

DESIGNATED PARTNER

ARYAN LANDMARK DEVELOPERS LLP

DESIGNATED PARTNER

ARYAN LANDMARK DEVELOPERS LLP

DESIGNATED PARTNER

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

ARYAN LANDMARK DEVELOPERS LLP



06/09/2012

Permanent Account Number

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