

SL NO 103 DT 18/11/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 346130



SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS AGREEMENT made at Howrah on 18th day of November, 2023 by and between:

1. PARAKH PROJECTS PRIVATE LIMITED, (PAN : AADCP3705B) (CIN : U65921WB1990PTC049910), a Company within the meaning of the Companies Act, 2013 having its Registered Office at 51, Moulana Abul Kalam Azad Road, Howrah – 711 101, P.O. : Howrah, P.S. : Golabari, represented by its Director SRI JATAN LAL PARAKH, (PAN: AGDPP2846C) (Aadhar No.: 4326-8048-8377) son of Late Jiwraj Parakh at present residing at 51, Moulana Abul Kalam Azad Road, Howrah – 711 101 hereinafter called the FIRST PARTY (which terms or expression shall unless excluded or there be something repugnant to the subject or context be deemed to mean and include its successor-in-interest and assigns) of the FIRST PART;

SWAPNA DAS
NOTARY GOVT. OF INDIA
Reg. No. 13814/18
Judges' Court, Howrah

[Handwritten signatures]

18 NOV 2023

[Handwritten signature: Aditya Lakhotia]

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Jatan Lal Parakh

Howrah
স্বাক্ষরিত করিয়া
স্বাক্ষরিত করিয়া

AN 048180

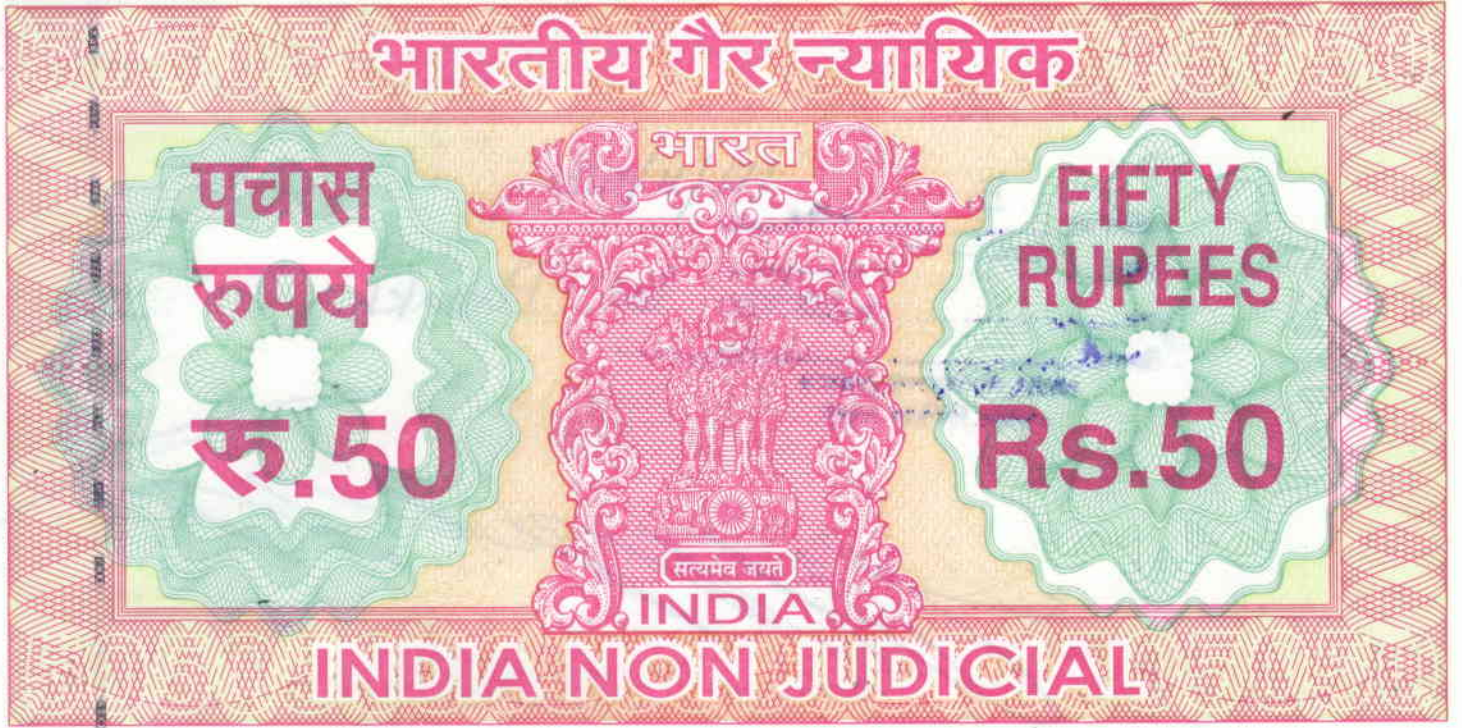
NOTARY PUBLIC HOWRAH WEST BENGAL



Supplementary Limited Liability Partnership Agreement
This Agreement made at Howrah on 17th day of November 2023 by and between
PARTY PROJECTS PRIVATE LIMITED, PAN: AAAC12008B, INCORPORATED IN INDIA
AND SWAPNA DAS, A COMPANY WITHIN THE MEANING OF THE COMPANIES ACT, 2013
HAVING ITS REGISTERED OFFICE AT 21, MIDLAND ROAD, HOWRAH, WEST BENGAL
AND JATAN LAL PARAKH (PAN: AADP18234C) (A PARTNER IN THE SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP OF
PARTY PROJECTS PRIVATE LIMITED, INCORPORATED IN INDIA, PAN: AAAC12008B, AND
SWAPNA DAS, INCORPORATED IN INDIA, PAN: AAAC12008B, AND JATAN LAL PARAKH, INCORPORATED IN INDIA, PAN: AADP18234C)
AND THE FIRST PART

SWAPNA DAS
NOTARY GOVT. OF INDIA
REG. NO. 1081478
Howrah, West Bengal

18 NOV 2023



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AF 052979

2. BHAGYALAXMI CONCLAVE PRIVATE LIMITED (PAN : AADCB8033E) (CIN : U45400WB2009PTC136674), a Company within the meaning of the Companies Act, 2013 having its Registered Office at 10, Dr. Abani Dutta Road, P.O. Salkia, P.S. Golabari, District – Howrah : 711106, represented by its Director Sri Mahesh Kumar Sharma (PAN: AKUPS8227K) (Aadhaar No.: 3063-0701-8720) son of Sri Keshardeo Sharma residing at 34, R.N.R.C Ghat Road, Shibpur, Howrah-711102 hereinafter called the SECOND PARTY (which terms or expression shall unless excluded or there be something repugnant to the subject or context, be deemed to mean and include its successor-in-interest and assigns) of the SECOND PART;

3. BINDHYAWASNI DEVELOPERS PRIVATE LIMITED (PAN : AADCB8031G) (CIN : U45400WB2009PTC136687), a Company within the meaning of the Companies Act, 2013 having its Registered Office at 10, Dr. Abani Dutta Road, P.O. Salkia, P.S. Golabari, District – Howrah : 711106 represented by its Director Sri Sunil Kumar Mehata (PAN: AVBPM2253R) (Aadhaar No.: 6900-8294-3504) son of Sri Mahabir Prasad Mehata residing at 23/1, Lala Babu Sayar Road, Belur, Howrah-711202 hereinafter called the THIRD PARTY (which terms or expression shall unless excluded or there be something repugnant to the subject or context be deemed to mean and include its successor-in-interest and assigns) of the THIRD PART ;






18 NOV 2023
Karan Darsi Parakh

কমিউনিটি ডেভেলপমেন্ট

5

17/11/23

নাম: 54
ঠিকানা: Jatan Lal Parakh.
বাস: Howrah

সেবা পী স্ট্যান্ড স্টেশন
হাওড়া সিভিল কোর্ট

AI 025277

পশ্চিমবঙ্গ রাজ্য সরকার

INDIATAXAM CONCIAVT PRIVATE LIMITED (PAN: ANDCB0030110H)
A company with the trading name of the Company
having its Registered Office at 18, Dr. Abanindranath Road, P.O. Sankar
F.2, Gopaband District - Howrah; T-1-104, represented by its Director Mr. Mahesh
Kumar Sharma (PAN: AKUP2823T) Member No. 3063 & 301-8700) son of Shri
Keshavnand Sharma residing at 24, R.A.C. Club Road, Howrah, West Bengal
hereafter called the SECOND PARTY, in pursuance of Section 138 and
Section 139 of the Income Tax Act, 1961, in the subject to the extent of
the order to mean and include its representatives and agents of the
SECOND PARTY.

INDIATAXAM DEVELOPER PRIVATE LIMITED (PAN: ANDCB0030110H)
A company with the trading name of the Company
having its Registered Office at 18, Dr. Abanindranath Road, P.O. Sankar
F.2, Gopaband District - Howrah; T-1-104, represented by its Director
Mr. Mahesh Kumar Sharma (PAN: AKUP2823T) Member No. 3063 & 301-8700
residing at 24, R.A.C. Club Road, Howrah, West Bengal
hereafter called the FIRST PARTY, in pursuance of Section 138 and
Section 139 of the Income Tax Act, 1961, in the subject to the extent of
the order to mean and include its representatives and agents of the
FIRST PARTY;



(Faint handwritten notes and signatures at the bottom of the page)

4. Smt. Kanchan Devi Parakh, (PAN: ALIPP9560D) (Aadhar No.: 8744-4042-1391) wife of Sri Jatan Lal Parakh at present residing at 51, Moulana Abul Kalam Azad Road, Howrah – 711 101 hereinafter called the FOURTH PARTY (which expression shall unless excluded or there be something repugnant to the subject or context shall mean and include her heirs, executors, legal representatives and assigns) of the FOURTH PART;

AND

5. SRI ADITYA VIKRAM LAKHOTIA, (PAN: AAVPL7669K) (Aadhar No.: 9831-1673-2049) son of Sri Ashok Kumar Lakhotia at present residing at 241/16, G.T.Road, Liluah, Howrah-711204 hereinafter called the FIFTH PARTY (which expression shall unless excluded or there be something repugnant to the subject or context shall mean and include his heirs, executors, legal representatives and assigns) of the FIFTH PART.

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

WHEREAS the parties hereto of the FIRST, SECOND, THIRD, FOURTH AND FIFTH PART entered into a Limited Liability Partnership Agreement (hereinafter referred to as the "said LLP Agreement") on the 7th day of July, 2023, for the purpose of carrying on business under the name and style as 'DREAM ROYALLY LLP' (hereinafter referred to as the "LLP"), incorporated on 26/6/23 vide LLPIN: ACB-7189.

AND WHEREAS the party hereto of the Fifth Part (hereinafter also referred to as the "Retiring Partner"), expressed his desire to retire from the Limited Liability Partnership, for which the said Retiring Partner has given notice dated 18th October 2023 in terms of the LLP Agreement.

AND WHEREAS the parties hereto of the First, Second, Third and Fourth Part (hereinafter also referred to as the "Continuing Partners") accepted the said retirement and accordingly, the Retiring Partner herein retired from the business of the said LLP with effect from this 17th November 2023, on the terms mutually agreed as contained herein.

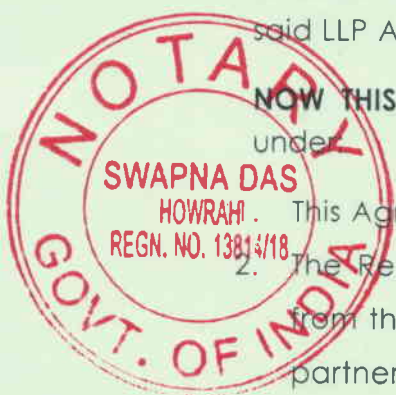
AND WHEREAS the Continuing Partners have mutually decided to carry on the business of the said LLP as a going concern and modify certain terms of the said LLP Agreement dated 7th July 2023 as stated hereinunder.

NOW THIS AGREEMENT WITNESSETH that the Parties hereto mutually agreed as under

This Agreement is Supplemental to the LLP Agreement dated 7th July 2023.

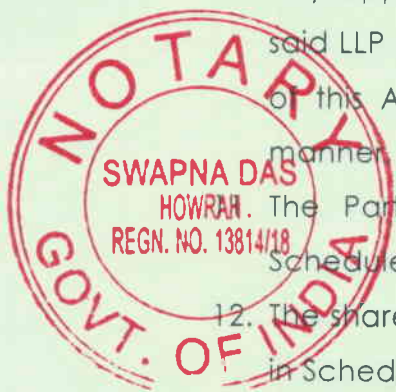
2. The Retiring Partner namely the party hereto of the Fifth Part has retired from the said LLP effective from the 17th November, 2023 and ceases to be partner thereof and no longer be interested in the said LLP in any manner whatsoever.

3. The LLP business shall continue to be in the name of 'DREAM ROYALLY LLP, without any dissolution or disruption, with its principal office at 51, Moulana Abul Kalam Azad Road, Howrah – 711 101, P.S.: Golabari [Herein also referred to as "Reconstituted LLP"].



[Handwritten signatures]
Kanchan devi Parakh 18 NOV 2023
Aditya Lakhotia

4. That the running business of the said LLP shall be deemed to continue as a going concern as a Limited Liability Partnership with all its assets and liabilities as well as the benefits, privileges and obligations of the LLP business as subsisting on the 16th November 2023. The Retiring Partner hereby agrees and undertakes to execute such other documents which may be necessary for the purposes aforesaid at the cost and request of the Reconstituted LLP.
5. The accounts of the said LLP shall be taken, settled, examined and gone through by the parties hereto for the period ended 16th November 2023.
6. The Retiring Partner doth hereby assign, release and transfer all his share, right, title and interest in the said LLP and in all the properties, assets, credits, effects, securities, permits, licenses, quota rights, ownership rights, trade name and goodwill and contracts entered into by the said LLP on the consideration and other terms herein stated.
7. The Retiring Partner shall be entitled to receive from the LLP an amount equal to the contribution in his capital & current accounts and the share of profits after deduction of losses if any, determined as at and upto period ended 16th November 2023. The said amount shall be payable within three months of the execution of this agreement. In case the LLP is unable to repay the same within three months, an interest @ 12% shall be payable to the Retiring Partner on the unpaid amount.
8. All the books of account of the said LLP have been made over to the Reconstituted LLP and shall remain in its custody provided that the Reconstituted LLP shall produce the same if required in connection with the Income Tax and other matters of the Retiring Partner.
9. All deeds, contracts, schemes, bonds, Agreements, applications, instruments and arrangements subsisting immediately before the date of this Agreement, relating to the said LLP or to which the said LLP is a party, shall continue in force on and after that date.
10. Any approval, permit, license or sanction issued to or applied for by the said LLP under any other Act which is in force immediately before the date of this Agreement, shall continue to be in force or effect, in the same manner, in the name of the Reconstituted LLP.
11. The Partners/Designated Partners of the LLP shall be as specified in Schedule 1 attached hereto.
12. The share of Profits & Losses of each partner of the LLP shall be as specified in Schedule 2 attached hereto.
13. The capital of the LLP shall continue to be a sum of Rs 6,50,00,000/- or such sum as may be mutually agreed upon by the Continuing Partners. Capital contributions of the respective Partners shall be as per the details provided in Schedule 2 attached hereto.



[Signature]

[Signature]

[Signature]

Amitya Lakshmi

Kanchan devi Pasarkh

18 NOV 2023

14. Sub clause (g) of Clause 5.1 of the said LLP Agreement dated 7th July 2023, shall be modified as under:

(g) No Designated Partner shall without the approval obtained in the Executive Meetings, do any of the following acts:

- i. Release or compound any debt or claim owing to the LLP;
- ii. Guarantee the payment or discharge of any sum or claim;
- iii. Execute any deed or stand surety for any payment for or acknowledge any liability on behalf of the LLP;
- iv. Transfer in any manner or by any mode whatsoever his interest in the LLP;
- v. Convey, assign, alienate or part with possession or deal with or transfer any interest or create any encumbrance(s) in/over the Said Property and/or the Units, except in the ordinary course of the LLP's business herein for the development & commercial exploitation of the said Property;

15. Clause 6.2 of the said LLP Agreement dated 7th July 2023, shall be substituted as under:

"6.2 Decision by the Partners and Designated Partners

All decisions by the Partners shall be taken by 2/3rd majority of Partners (in terms of the respective capital contribution) at the meetings of the Partners called general meetings. Decisions by Designated Partners at meetings called executive meetings ("Executive Meetings") shall be taken by such Partners attending the meetings. In case of any difference of opinion on any issue relating to planning, execution, construction and commercial exploitation of Project, the decision of Sri Jatan Lal Parakh, Designated Partner, Nominee of party of the First Part hereto shall be final and binding."

16. Clause 7.7 of the said LLP Agreement dated 7th July 2023, shall be substituted as under:

"7.7 Quorum

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

17. The Parties hereto hereby agree to abide by the terms of LLP Agreement dated 7th July 2023 and as may be amended from time to time.

Ranjan Dixi Parakh
18 NOV 2023

SCHEDULE 1

NAME OF DESIGNATED PARTNERS/PARTNERS

SERIAL NUMBER	NAME OF DESIGNATED PARTNERS/PARTNERS	NAME OF NOMINEE IN CASE OF BODY CORPORATE	DPIN/PAN	DESIGNATION
1.	Parakh Projects Private Limited	Jatan Lal Parakh	00762877	Designated Partner
2.	Bhagalaxmi Conclave Private Limited	Mahesh Kumar Sharma	03315360	Designated Partner
3.	Bindhyawasni Developers Private Limited	Sunil Kumar Mehata	06536209	Designated Partner
4.	Kanchan Devi Parakh	NA	00762912	Designated Partner

SCHEDULE 2

DETAILS OF CAPITAL CONTRIBUTION AND PROFIT/SHARING RATIO

Sl. No.	Name of Designated Partner/ Partner	Capital Contribution (in ₹)	% of Profit Sharing
1.	Parakh Projects Private Limited	3,00,00,000	40
2.	Bhagalaxmi Conclave Private Limited	1,62,50,000	25
3.	Bindhyawasni Developers Private Limited	1,62,50,000	25
4.	Kanchan Devi Parakh	25,00,000	10
TOTAL		6,50,00,000	100

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

Signed Sealed and delivered by
the within named First Party at

Howrah in the presence of

1. *Shanti Kant Rai*

*5/0 Late Shree Nath Rai
80-Shibatala Street, Hooghly*

Signed Sealed and delivered by

the within named Second Party at

Howrah in the presence of

1. *Ashwani Paswan*
84/2 Panchanan Tala Road
Citruk, Howrah-04

For Parakh Projects Private Limited

J Parakh

(Jatan Lal Parakh, Designated Partner)

For Bhagalaxmi Conclave Private Limited

Mahesh Kumar Sharma

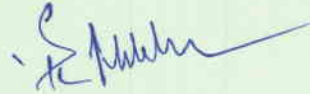
(Mahesh Kumar Sharma, Partner)

18 NOV 2023

Signed Sealed and delivered by
the within named Third Party at
Howrah in the presence of

1. Manish Maheshwari
274, G.T. Road,
Liluah, Howrah-711204

For Bindhyawasni Developers Private Limited



(Sunil Kumar Mehata, Partner)

Signed Sealed and delivered by
the within named Fourth Party
at Howrah in the presence of

1. RAKESH DUGAR
S/O, Late Indarchand Dugar
18/19, S.N. Bamerjee Lane, Howrah



(Kanchan Devi Parakh, Partner)

Signed Sealed and delivered by
the within named Fifth Party
at Howrah in the presence of

1. Pawan Khandelwal
92, B.K. Paul Avenue,
Kolkata-700005



(Aditya Vikram Lakhota, Designated Partner)



ON IDENTIFICATION OF THE
ADVOCATE SIGNATURE/L.T.
ATTESTED

SWAPNA DAS
NOTARY GOVT. OF INDIA
Regn. No. 13814/18
Judges' Court, Howrah

Identified by me

Advocate

Maniklal Chakraborty
Advocate
Judges' Court Howrah
F-910/2004, M-9432472888

18 NOV 2023