



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 483618

**ADDENDUM TO INITIAL LLP AGREEMENT DATED 17<sup>TH</sup> DAY OF  
AUGUST, 2018, AS AMENDED BY VARIOUS ADDENDUM  
THEREAFTER, OF A T K MANOR DEVELOPERS LLP.**

This Addendum to initial Agreement dated 17<sup>th</sup> August, 2018, is made and executed at Kolkata on this 20<sup>th</sup> Day of October, 2020.

**BETWEEN**

1. Mr. Arpit Giria ( PAN NO; BKKPG0009G), S/o Sunil Kumar Giria, residing at 36, Rowland Road, Euphoria Heights, 10<sup>th</sup> Floor, Kolkata 700020.
  2. Mr. Syed Abrar Imam ( PAN NO; AAHP18261L), S/o Syed Mohammed Nemet Imam, residing at 72, Tiljala Road, BL-V, FL-A, Gobinda Khatick Road, Kolkata 700046.
  3. Mr. Md. Nisar Rabbani ( PAN NO; AQTPR1488N) , S/o Mohammed Tahir Hussain, residing at Near Shaukat Ali House, Vill – Modidih, P.O.- Basodih, Koderma, Jharkhand 825132.
- (hereinafter collectively referred to as the **Existing Partners**) of the '**ONE PART**' ;

**AND**

1. Mr. Arihant Kochar ( PAN NO; DAWPK5817G), S/o Mr. Devendra Kumar Kochar, residing at CF- 247, Salt Lake Sector 1, Near Tank No.6, Kolkata 700064 (hereinafter called the **New Partner**) of the '**OTHER PART**';

ATK MANOR DEVELOPERS LLP

  
Designated Partner

ATK MANOR DEVELOPERS LLP

  
Designated Partner

ATK MANOR DEVELOPERS LLP Contd ..... ATK MANOR DEVELOPERS

  
Designated Partner

  
Designated Partner

of A T K MANOR DEVELOPERS LLP (hereinafter referred to as LLP) (LLP No. AAM-9681) in terms of Limited Liability Partnership Agreement dated 17<sup>TH</sup> August, 2018 as amended by various addendum thereafter.

Whereas the **New Partner** is desirous to become a Partner in the A T K MANOR DEVELOPERS LLP and the **Existing Partners** have already given their written consent and also give their consent here again to Admit/Appoint Mr. Arihant Kochar - Party of the 'OTHER PART', as a Partner in the said LLP on the following terms and conditions:

NOW, THIS DEED WITNESSETH AS FOLLOWS: -

1. THAT This agreement is supplemental to the Limited Liability Partnership Agreement made and executed on 17<sup>th</sup> August, 2018, between the then Existing Partners as amended by various Addendum thereafter.
2. THAT From the date hereof of this addendum, 'New Partner' shall be eligible to be a Partner with the Existing Partners, subject to the terms and conditions of the initial LLP Agreement as amended by various Addendum thereafter. It is clarified and agreed between the Parties of the 'ONE PART' AND Party of the 'OTHER PART' that the Terms and Conditions mentioned herein, will always prevail over the Initial LLP agreement dated 17.08.2018 and various subsequent addendums thereafter.
3. THAT The Contribution as mentioned in clause 4 of the initial agreement and subsequent addendums of the A T K MANOR DEVELOPERS LLP shall become Rs. 2,70,000/- (Rupees Two Lakh Seventy thousand only) contributed by the parties thereto in the manner below mentioned:

Sl. No.	Name of Partner	Contribution Amount (Rs)	% of Share in LLP
1	Arpit Giria	Rs. 1,01,250.00	37.50%
2	Syed Abrar Imam	Rs. 50,625.00	18.75%
3	MD. Nisar Rabbani	Rs. 50,625.00	18.75%
4	Arihant Kochar	Rs. 67,500.00	25.00%

4. THAT The partners shall be entitled to share the profits of the LLP in proportion to their respective shares in the LLP. It is expressly being mentioned here that in case of any loss in the LLP, the New Partner will not be required/liable to share the loss in any circumstances. In such case the share of loss with the notional proportionate share of loss of the New Partner i.e., Arihant Kochar, will be shared by the remaining three Partners namely Arpit Giria, Syed Abrar Imam and MD. Nisar Rabbani in proportion to their respective share in the LLP as follows: -

A T K MANOR DEVELOPERS LLP

  
Designated Partner

Contd .....3

A T K MANOR DEVELOPERS LLP  
Arihant Kochar  
Partner

  
A T K MANOR DEVELOPERS LLP  
Designated Partner

A T K MANOR DEVELOPERS LLP  
  
Designated Partner

Sl. No.	Name of Partner	% of Share in case of Profit	% of Share in case of loss
1	Arpit Giria	37.50%	50%
2	Syed Abrar Imam	18.75%	25%
3	Nisar Rabbani	18.75%	25%
5.	Arihant Kochar	25.00%	NIL

5. THAT Apart from the contribution of Rs.67,500/- (Rupees Sixty-seven thousand five hundred only) in capital, The New Partner Arihant Kochar will make Further Investment of Rs.1,40,00,000/- (Rupees One Crore Forty Lakh only) in instalments in the LLP on or before 30.07.2021. From the First instalment an amount of Rs.67,500/- will be transferred to Capital Account of New Partner as his agreed contribution in Capital and the balance will be treated as Further Investment under this clause. It is mutually agreed here that for the said amount of Further Investment of Rs.1,40,00,000/- (Rupees One Crore Forty Lakh only), Total Minimum Guaranteed Return (including Further Investment) will be Rs.4,50,00,000/- (Rupees Four Crore Fifty lakh only). It is further agreed and mentioned here that the said amount of Further Investment Rs.1,40,00,000/- (Rupees One Crore Forty Lakh only) and Minimum Guaranteed Return on Investment Rs.3,00,00,000/- (Rupees Three Crore only) totalling to Rs.4,50,00,000/- (Rupees Four Crore Fifty lakh only) will be refunded / paid back to the New Partner Arihant Kochar (which shall include in successors/legal heirs) **on or before 01.06.2024**. Time being the essence of this agreement. In case there is any delay in repayment and the New Partner agrees to the said delay, interest @ 18% for such delayed period will also be payable by the LLP to the New Partner Arihant Kochar.
6. THAT the LLP and the Existing Partners will always be jointly and severally liable to Pay to the New Partner Mr. Arihant Kochar the amount as mentioned in clause 5 herein above. It is also agreed that the Existing Partner will not retire from the partnership of the LLP before making the Repayment to the New Partner, the amount mentioned in clause 5 above. Any change in the constitution of the said LLP and Admission of any Further Partner/Partners can be done only with the Prior written consent of the New Partner Mr. Arihant Kochar.
7. THAT The New Partner Arihant Kochar will not be required/liable to intimate the LLP about his other business & also about his business similar to LLP. The New Partner may also do directly or indirectly any business competing with that of this LLP.
8. THAT in any circumstances No Partner or Partners or Majority of Partners or Designated Partners can Expel the New Partner Mr. Arihant Kochar.
9. THAT The New Partner Arihant Kochar will not be responsible & will not look after the day-to-day business activities of the LLP.

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A T K MANOR DEVELOPERS LLP

*[Signature]*  
Designated Partner

A T K MANOR DEVELOPERS LLP

*[Signature]*  
Designated Partner

Designated Partner

A T K MANOR DEVELOPERS LLP

*[Signature]*  
Designated Partner

A T K MANOR DEVELOPERS LLP

*[Signature]*  
Designated Partner

Designated Partner

10. THAT In the event of any violation, breach, non-compliance of ANY Act, Rules, Regulations, Civil/Criminal Laws, including RERA/HIRA, be committed by the LLP or its Partners/Designated Partners and in the event of any claim action initiated by any Third Party or any Govt Department or any buyer / prospective buyer of the Property being developed/to be developed, by the LLP, the New Partner Arihant Kochar will not be held responsible in any circumstances and the liability to bear all loss, fine, penalty/prosecution, will be solely on account of the remaining Partners & Designated Partners.

IN WITNESS WHEREOF the parties hereto have executed this instrument on the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE EXISTING PARTNERS.

1. Signature of Arpit Giria.

A T K MANOR DEVELOPERS LLP

Designated Partner

2. Signature of Syed Abrar Imam.

A T K MANOR DEVELOPERS LLP

Designated Partner

3. Signature of MD. Nisar Rabbani.

A T K MANOR DEVELOPERS LLP

Designated Partner

SIGNED SEALED AND DELIVERED BY THE NEW PARTNER.

1. Signature of Arihant Kochar.

A T K MANOR DEVELOPERS LLP

Partner

SIGNED SEALED AND DELIVERED in the presence of WITNESS

(1) AZAD TANVEER KALIM :

(2) ANAND SHAW :

**RESOLUTION PASSED AT MEETING OF PARTNERS AND DESIGNATED PARTNERS.**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED UNANIMOUSLY AT THE MEETING OF THE PARTNERS / DESIGNATED PARTNERS OF M/s. ATK MANOR DEVELOPERS LLP ,HELD ON 20<sup>th</sup> October, 2020, AT Registered office 63, Rafi Ahmed Kidwai Road, Kolkata 700 016

**RESOLVED THAT** Mr. Arihant Kochar Son of Mr. Devendra kumar Kochar be Admitted as Partner.

**RESOLVED FURTHER THAT** for Admitting Mr. Arihant Kochar as a Partner of ATK MANOR DEVELOPERS LLP, an Addendum to initial LLP Agreement dated 17<sup>th</sup> day of august, 2018, as amended by various addendum thereafter, be made and the Alteration / modification in the said initial LLP Agreement be made.

**RESOLVED FURTHER THAT**, a copy of the above resolution duly certified as true by Designated Partner / authorised signatory of the company be furnished to such parties as may be required from time to time in connection with the above matter.

Certified True Copy  
For ATK MANOR DEVELOPERS LLP

ATK MANOR DEVELOPERS LLP



Designated Partner

DESIGNATED PARTNER.

Place: KOLKATA

Date: 20.10.2020

**CONSENT OF EXISTING PARTNERS FOR ADMITTING/APPOINTING**  
**MR. ARIHANT KOCHAR, AS A NEW INCOMING PARTNER.**

**TO WHOM IT MAY CONCERN**

We, (1) Mr. Arpit Giria & (2) Mr. Syed Abrar Imam, & (3) Mr. Nisar Rabbani all Existing Partner / Existing Designated Partners of the LLP , M/s. ATK MANOR DEVELOPERS LLP, do hereby give our consent to Admit/Appoint Mr. Arihant Kochar, son of Mr. Devendra kumar Kochar, residing at CF- 247, Salt Lake Sector 1, Near Tank No.6, Kolkata 700064, as a New Incoming Partner of the M/s. ATK MANOR DEVELOPERS LLP as per the mutually agreed terms and conditions to be mentioned in the Addendum Agreement being made today on 02.11.2020 to Initial LLP Agreement dated 17<sup>th</sup> day of august, 2018, as amended by various addendum thereafter, of A T K MANOR DEVELOPERS LLP. It is clarified, that, Mr. Arihant Kochar will be a Partner and will Not be a Designated Partner.

Signature of Arpit Giria.

ATK MANOR DEVELOPERS LLP

  
Designated Partner

Signature of Syed Abrar Imam.

ATK MANOR DEVELOPERS LLP

  
Designated Partner

Signature of Nisar Rabbani.

ATK MANOR DEVELOPERS LLP

  
Designated Partner

Date : 20.10.2021

Place : KOLKATA.

Seal of LLP :

**Consent of Arihant Kochar**

I, Arihant Kochar, do hereby give my consent to act as a Partner of M/s. ATK MANOR DEVELOPERS LLP as per the mutually agreed terms and conditions to be mentioned in the Addendum Agreement being made today on 02.11.2020 to Initial LLP Agreement dated 17<sup>th</sup> day of august, 2018, as amended by various addendum thereafter, of A T K MANOR DEVELOPERS LLP

Signature of Arihant Kochar

ATK MANOR DEVELOPERS LLP  


Partner

Date : 20.10.2020

Place : KOLKATA.

11803

20 OCT 2020

DATE \_\_\_\_\_  
 SOLD TO..... ATK Manoo Developers LLP  
 ADDRESS..... G3, Rafi Ahmed Kidwai Rd  
 RS..... 100/- Kolkata - 16

CODE NO. (1007)  
 LICENCED NO.  
 20 & 20A/1973

ANUSHREE BANERJEE  
 L. S. VENDOR (O.S.)  
 HIGH COURT, KOLKATA-700 001

20 OCT 2020