



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

65AB 874388

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

1. **THIS MODIFICATION AGREEMENT** ("this Agreement") made and entered into;

1.1 **On Date:** this 15<sup>th</sup> day of June, 2022.

1.2 **At Place:** Kolkata;

1.3 **By and between Parties:**

1.3.1 **NORTECH PROPERTY PRIVATE LIMITED** (having CIN: U70101WB2005PTC101041 and PAN: AACCN0602N), a Company registered under the provisions of Companies Act, 1956, as extended by the Companies Act, 2013, having its Registered Office at 17/1, Lansdowne Terrace, Post Office Kalighat, Police Station Rabindra Sarobar, Kolkata, PIN: 700026 represented by its Nominee, Mr. Anirudh Modi (DIN: 00267181 and PAN: ACUPM7446C), son of Mr. Ashok Kumar Modi, aged about 44 years, by religion Hindu, by occupation Business, by nationality Indian, residing at 10, Lord Sinha Road, Kolkata-700071, Post Office Middleton Row, Police Station Shakespeare Sarani, hereinafter called "the **FIRST PARTY**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns); **AND;**

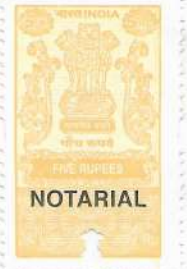
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Meeta modi, 11 JUL 2022

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12 MAY 2022

No.....Rs. **10/-** Date.....

Name:.....

Address:.....

Vendor:.....

SANJAY KUMAR JAIN  
ADVOCATE  
HIGH COURT, CALCUTTA

Alipur Collectorate, 24 Pgs. (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Koi-27



**1.3.2 BHAGIRATHI ABASAN PRIVATE LIMITED**, (having CIN: U70101WB1995PTC074570 and PAN: AABCB0743M), a Company registered under the Provisions of Companies Act, 1956, as extended by Companies Act, 2013, having Registered Office at 17/1, Lansdowne Terrace, Post Office Kalighat, Police Station Rabindra Sarobar, Kolkata, PIN: 700026 represented by its Nominee, Mrs. Meeta Modi (DIN: 00267678 and PAN : AAPPG5317H), wife of Mr. Anirudh Modi, aged about 42 years, by religion Hindu, by Occupation Business, by nationality Indian, residing at 10, Lord Sinha Road, Ankur Apartments, 5<sup>th</sup> Floor, Kolkata-700071, Post Office: Middleton Row, Police Station Shakespeare Sarani, hereinafter called "the **SECOND PARTY**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns); **AND;**

**1.3.3 NIKHIL KARNANI** (DIN: 00918389 and PAN: AKNPK3653L), son of Mr. Mahesh Karnani, aged about 38 years, by Occupation - Business, by Nationality - Indian, by Faith - Hindu, residing at 1, Auckland Square, Circus Avenue, Kolkata - 700 017, Post Office - Circus Avenue, Police Station - Shakespeare Sarani, hereinafter called "the **THIRD PARTY**" (which term and expression shall unless excluded by or repugnant to the context to be deemed to include his heirs, executors, administrators, legal representatives and permitted assigns); **AND;**

**1.3.4 YOGESH CHANDRA AGRAWALLA** (DIN: 00452622 and PAN: ACVPA3930A), son of Late Naresh Chandra Agrawalla, aged about 46 years, , by Occupation - Business, by Nationality - Indian, by Faith - Hindu, residing at 5, Tilak Road, Kolkata - 700 029, Kolkata - 700 017, Post Office - Lansdowne Lane, Police Station - Lake, hereinafter called "the **FOURTH PARTY**" (which term and expression shall unless excluded by or repugnant to the context to be deemed to include his heirs, executors, administrators, legal representatives and permitted assigns) **AND;**

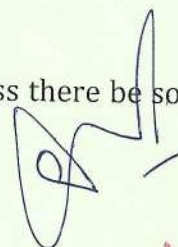
**1.3.5 ARJUN SINGH MEHTA** (DIN: 01123411 and PAN: ALUPM9955B), son of Mr. Dileep Singh Mehta, aged about 35 years, by Occupation - Business, by Nationality - Indian, by Faith - Hindu, residing at Abhinandan, 13, Deshapriya Park West, Kolkata - 700 026, Post Office - Kalighat, Police Station - Tollygunge, hereinafter called "the **FIFTH PARTY**" (which term and expression shall unless excluded by or repugnant to the context to be deemed to include his heirs, executors, administrators, legal representatives and permitted assigns).

**PART-I # DEFINITIONS AND INTERPRETATION:**

**2. DEFINITIONS:**

**2.1** In this Agreement the terms or expression used herein shall unless there be something contrary to the subject or context:

 YCA  Meeta Modi



11 JUL 2022





- 2.1.1 **"Appointed Date"** shall mean the date of execution hereof [being 15<sup>th</sup> June 2022].
- 2.1.2 **"Effective Date"** this agreement shall be effective from **15 February, 2022**.
- 2.1.3 **"LLP"** shall mean the Limited Liability Partnership formed under the name and style of **PIANO REAL ESTATES LLP** and registered under the Limited Liability Partnership Act, 2008 and in case of any change of name hereafter, shall include such changed name.
- 2.1.4 **"LLP Agreement"** shall mean the Agreement dated 14<sup>th</sup> January, 2016 between Bhagirathi Abasan Private Limited and Brindaban Enclave Private Limited read with Agreement dated 17<sup>th</sup> December, 2021 between Bhagirathi Abasan Private Limited, Nortech Property Private Limited and Brindaban Enclave Private Limited (whereby the said Nortech Property Private Limited was inducted and Brindaban Enclave Private Limited retired from the LLP and wherever the context so permits or intends shall include the modifications made by this Agreement.
- 2.1.5 **"New Designated Partners"** shall mean the partners named in the **SCHEDULE 1** hereto and include their respective successors or successors-in-office.
- 2.1.6 **"LLP Act"** shall mean the Limited Liability Partnership Act, 2008 and rules, regulations and bye-laws thereunder and include any amendments, re-enactments, replacements thereof and/or subordinate legislations thereunder.
- 2.1.7 **"Eden"** shall mean Nortech Property Private Limited.
- 2.1.8 **"Isha"** shall mean Nikhil Karnani.
- 2.1.9 **"Adya"** shall mean Yogesh Chandra Agrawalla.
- 2.1.10 **"Multicon"** shall mean Arjun Singh Mehta.
- 2.1.11 **"New Partners"** shall mean the Third Party, the Fourth Party and the Fifth Party hereto;
- 2.1.12 **"Outgoing Partner"** shall mean the Second Party hereto;
- 2.1.13 **"Continuing Partner"** shall mean the First Party hereto.

### PART-III # BACKGROUND & RECITALS

- 2.2 **WHEREAS** the LLP namely 'Piano Real Estates LLP' was, upon conversion from Piano Real Estates Private Limited, incorporated as per the provisions of the LLP Act effective from the date of incorporation of the LLP on 14<sup>th</sup> January, 2016, with the First Party and Brindaban Enclave Private Limited as partners and on the terms and conditions contained in Agreement dated 14<sup>th</sup> January, 2016 between them.

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2.3 **AND WHEREAS** on and with effect from 17<sup>th</sup> December, 2021, the Second Party was introduced and admitted as partner to the LLP and the said Brindaban Enclave Private Limited retired from the same and an Agreement dated 17<sup>th</sup> December, 2021 was entered in connection therewith.

2.4 **AND WHEREAS** for the purpose of better advancement of the business of the LLP the First Party and the Second Party on the one hand and the Third Party, the Fourth Party and the Fifth Party on the other hand have mutually entered upon discussions and negotiations whereupon it was decided that the Third Party, the Fourth Party and the Fifth Party would be inducted into the LLP and the Second Party would simultaneously resign and retire from the LLP.

2.5 **AND WHEREAS** to record the said induction and retirement/resignation and the consequential modification of the LLP Agreement arising thereby, the parties are entering upon this agreement as hereinafter contained.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:

**Article-1: Introduction and Induction:**

**1. Introduction and Induction:**

1.1 With effect from the Appointed Date, the Third Party, the Fourth Party and the Fifth Party shall be inducted into the LLP and shall be partners of the LLP.

1.2 The New Partners have already signed statements prescribed by LLP Act consenting to be a partner of the LLP.

**Article-2: Retirement and Resignation:**

**2. Retirement and Resignation:**

2.1 Simultaneously upon the induction of the New Partners as partners of the LLP, the Second Party has retired and resigned from the LLP forever and for all intents and purposes.

2.2 The Outgoing Partner has prior to its resignation/retirement assigned its share in the LLP to the Continuing Partner and received the full consideration thereof in full and final settlement and has voluntarily resigned from the LLP and agrees and records that no amount on any account is payable by the LLP or its partners to the Outgoing Partner nor is any obligation pending towards the Outgoing Partner by the LLP or its Partners and that the Outgoing Partner has no share, right, title, interest or claim of any nature whatsoever in the LLP nor has any dues, claim or dispute against the LLP or its partners or any objection to the business or affairs of the LLP.

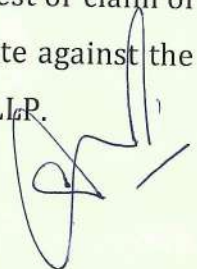


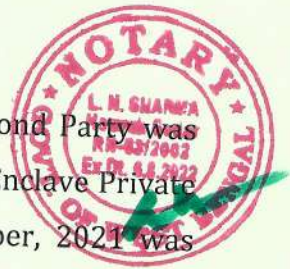




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2.3 The Outgoing Partner hereby acquits releases and discharges the Continuing and New Partners and the LLP in respect of any claim of the Outgoing Partner towards them and hereby record and confirm that they have no claim whatsoever against the continuing and New Partners and/or the LLP and/or its assets and properties whatsoever or howsoever.

2.4 With effect from the Appointed Date, the Outgoing Partner shall irrevocably cease to be partner of the LLP and have no right to interfere in the management of the LLP. The Outgoing Partner further records and confirms that it has no complaints or grievances against the LLP or its partners on any account whatsoever or howsoever.

3. **Continuance of Business and Modifications of LLP Agreement:**

3.1 The business of the LLP shall with effect from the Appointed Date be carried on in the name and style of '**PIANO REAL ESTATES LLP**' having LLP Identification Number: AAF-4948 in terms of the LLP Agreement with the following modifications.

3.1.1 **CHANGE IN DESIGNATED PARTNERS:**

The Designated Partners shall be the New Designated Partners as mentioned in the **SCHEDULE 1** hereto.

3.1.2 **CHANGE IN PROFIT SHARING RATIO:**

The ratio of profit sharing between the Continuing Partner and the New Partners shall be as mentioned in the **SCHEDULE 2** hereto.

3.1.3 **CHANGE IN BANK SIGNATORIES:**

The signatory to the Bank Accounts shall be changed to substitute the nominee of the First Party with the nominee of the New Partners or as mutually agreed between the Continuing and the New Partners.

3.1.4 **CHANGE IN CAPITAL CONTRIBUTION:**

The Capital of the LLP as on the Appointed Date shall be Rs.4,00,000/- (Rupees Four Lacs only) to be contributed by the Continuing Partner and the New Partners as follows:-

3.2 The Continuing and Outgoing Partners have represented that the unaudited Balance Sheet as on the Appointed Date submitted by them to the New Partners duly initialed is true and correct and the New Partners have, relying upon the said representation, accepted the same and any liability mentioned therein shall henceforth be that of the LLP and all assets and properties of the LLP including benefits of concluded and contingent contracts shall be that of the LLP.

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11 JUL 2022

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3.3 That the Continuing Partner and the Outgoing Partner shall be liable jointly and/or severally for all compliances and liabilities (including contingent liabilities, if any) of the LLP related to the date upto the Appointed Date and shall be liable to complete such compliance and discharge such liabilities at their own cost and shall indemnify and do all acts deeds and things to fully and effectually discharge the other partners and LLP in this regard.

4. **LLP Agreement:** The LLP Agreement shall stand supplemented and modified by this agreement with effect from the Appointed Date and shall be read together for all intents and purposes and if anything contained herein is contrary to or inconsistent with the provisions of the LLP Agreement, then the provisions herein contained shall prevail on and with effect from the Appointed Date.

#### SCHEDULE 1

The Designated Partners shall be:

Sl.No.	Names of the Designated Partners	Nature and specification of obligation to contribute (Rs.)
1.	Nortech Property Private Limited	1,00,000/- (Rupees One Lac) Only (Monetary Contribution)
2.	Nikhil Karnani	1,00,000/- (Rupees One Lac) Only (Monetary Contribution)
3.	Yogesh Chandra Agrawalla	1,00,000/- (Rupees One Lac) Only (Monetary Contribution)
4.	Arjun Singh Mehta	1,00,000/- (Rupees One Lac) Only (Monetary Contribution)

#### SCHEDULE 2

New Agreed Profit Sharing Ratio:

Sl.No.	Names of the Designated Partners	Profit Sharing Ratio
1.	Nortech Property Private Limited	25%
2.	Nikhil Karnani	25%
3.	Yogesh Chandra Agrawalla	25%
4.	Arjun Singh Mehta	25%
	<b>TOTAL</b>	<b>100%</b>

*[Signature]*

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11 JUL 2022



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to this Agreement on the day month and year and at the place first above written.



**EXECUTED AND DELIVERED** by the **FIRST PARTY** namely **NORTECH PROPERTY PRIVATE LIMITED** through its Nominee Mr. Anirudh Modi pursuant to Resolution passed in its Board of Directors Meeting held on 15<sup>th</sup> February, 2022 at Kolkata in the presence of:

**EXECUTED AND DELIVERED** by the **SECOND PARTY** namely **BHAGIRATHI ABASAN PRIVATE LIMITED** through its Nominee Mrs. Meeta Modi pursuant to Resolution passed in its Board of Directors Meeting held on 15<sup>th</sup> February, 2022 at Kolkata in the presence of:

*Meeta Modi*

**EXECUTED AND DELIVERED** by the **THIRD PARTY** namely **NIKHIL KARNANI** at Kolkata in the presence of:

*N. Karnani*

**SOLEMELY AFFIRMED &  
DECLARED BEFORE ME ON  
IDENTIFICATION OF ADVOCATE**

**L. N. SHARMA  
NOTARY, GOVT. OF WEST BENGAL  
REG. NO. 63/2002**

**11 JUL 2022**

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EXECUTED AND DELIVERED by the  
FOURTH PARTY namely YOGESH  
CHANDRA AGRAWALLA at Kolkata in  
the presence of:

*Yogesh Chandra Agrawal*

EXECUTED AND DELIVERED by the  
FIFTH PARTY namely ARJUN SINGH  
MEHTA at Kolkata in the presence of:

*Arjun Singh Mehta*

SOLEMNLY AFFIRMED &  
DECLARED BEFORE ME ON  
IDENTIFICATION OF ADVOCATE

*LN*  
L. N. SHARMA  
NOTARY, GOVT. OF WEST BENGAL  
REG. NO. 63/2002



*Arjun Singh Mehta*

11 JUL 2022







DATED THIS 15<sup>TH</sup> DAY OF JUNE 2022

BETWEEN

NORTECH PROPERTY PVT. LTD.  
.... FIRST PARTY

AND

BHAGIRATHI ABASAN PVT. LTD.  
.... SECOND PARTY

AND

NIKHIL KARNANI  
... THIRD PARTY

AND

YOGESH CHANDRA AGRAWALLA  
... FOURTH PARTY

AND

ARJUN SINGH MEHTA  
... FIFTH PARTY



LLP AGREEMENT

11 JUL 2022

M/S. PIANO REAL ESTATES LLP



