



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 622305

LLP AGREEMENT

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP made at Kolkata on this 24th day of January, 2016 by and between

1. BHAVNA BELANI, wife of Mr. Nandu K Belani, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as "PARTNER A" [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns"] of the FIRST PART, and

2. GAURAV BELANI, son of Mr. Nandu K Belani, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as "PARTNER B" [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns"] of the SECOND PART,

For Vista Highrise LLP

Gaurav Belani
Partner

For Vista Highrise LLP

Bhavna Belani
Partner

89697

07 DEC 2015

No.	—	Date	—
Sr.	—	Sumit Biswas	—
App.	—	Advocate	—
Opp.	—	High Court	Calcutta
ANJUSHREE BANERJEE			
L.S. VENDOR (O.S.)			
HIGH COURT, KOLKATA-700 001			

07 DEC 2015

1. **"Accounting Year"** means the financial year as defined in the LLP Act, 2008;
2. **"Act"** or **"LLP Act"** means the Limited Liability Partnership Act, 2008 read with the Third Schedule;
3. **"Business"** includes every trade, profession service and occupation;
4. **"Change"** means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh;
5. **"Company"** means the private limited Company incorporated under the Companies Act, 1956 which is being converted into a Limited Liability Partnership;
6. **"Designated Partner"** means the shareholders of the said Company or their nominee if any who have consented to become the designated partner of the LLP formed by conversion of the said Company in accordance with the provisions of the LLP Act;
7. **"LLP"** means the limited liability partnership registered under the Limited Liability Partnership Act, 2008 and formed pursuant to this LLP Agreement by conversion of the private limited Company;
8. **"LLP Agreement"** means this Agreement or any supplement thereof determining the mutual rights and duties of the Partners and their rights and duties in relation to the LLP;
8. **"Partner"** means any person who becomes a partner in the LLP in accordance with this LLP Agreement and in accordance or conformity with the provisions of the LLP Act.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS:

1. **Name** – The Limited Liability Partnership shall be carried on in the name and style of **"VISTA HIGHRISE LLP"** (hereinafter referred to as **"the LLP"**).
2. **Business** – The business of the LLP shall be to carry on the business of construction, building and developing housing complexes, real estate and other building construction activities, more particularly described in the **"Schedule – I"** annexed herewith. Other ancillary business of the LLP are also particularly described in the said **"Schedule – I"**. The LLP may have and carry on any other business in any other manner as may be mutually agreed upon by all the partners for the time being of the LLP, as particularly described in the said **"Schedule – I"**.
3. **Place**– The LLP shall have its registered office at INDIA HOUSE, 9TH FLOOR 69 GANESH CHANDRA AVENUE KOLKATA 700013, WEST BENGAL, INDIA as the principal place of business and/or at such other place or places as the Partners shall from time to time unanimously agree upon.

4 Term of the LLP – The LLP shall commence on the date of registration/incorporation of the LLP and shall continue to operate thereafter subject to the provisions of the LLP Act until termination of this LLP Agreement by consent of all Partners for the time being of the LLP.

5 LLP Capital, Partners' Contribution and Liability –

(a) The initial Contribution of the LLP shall be Rs.1,00,000/- (Rupees One Lakh only) which shall be contributed by the designated partners in the following proportions.

- Designated Partner A: Bhavna Belani :- 50% i.e. Rs 50,000/- (Rupees Fifty Thousand only)
- Designated Partner B: Gaurav Belani :- 50% i.e. Rs 50,000/- (Rupees Fifty Thousand only)

(b) If at any time after the commencement of the Partnership as LLP, any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their capital contribution ratio unless otherwise agreed upon by all the then Partners. Existing loans advanced or deemed as advanced by the Partners to the LLP shall not be convertible into such capital contribution.

(c) The net profits/losses of the LLP arrived at after providing for payment of interest to partners on the capital contributed and the loan given by them shall be divided between and borne by the Partners in the following proportions:

- Partner – A: 50 %
- Partner – B: 50 %

The LLP profits and losses so computed shall be charged or credited to the separate capital account of each Partner.

(d) The Parties hereto shall be bound to be Partners of the LLP till the loan component, if any, of theirs is completely paid back to them by the LLP as aforesaid whereupon their capital contribution standing at their respective accounts, shall become re-payable in one lump-sum; and should they cease to be Partners earlier for any reason beyond their control, that shall not alter the scheme of return of loan and capital to them or their other claimants on their behalf, as aforesaid.

(e) The obligation of a Partner to contribute money or other property or benefit or to perform services to the LLP under this LLP Agreement shall be a debt due from the said Partner to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP for any loss caused to the LLP as a result of any fraud committed by such Partner in conduct of business of LLP. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made

and personal liabilities incurred by him (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.

- (f) This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within thirty (30) days of the LLP's registration/incorporation, and it shall be the responsibility of the Designated Partners of the LLP to comply with the same.
- (g) After the LLP's registration/incorporation, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners, with the approval of the general meeting of Partners mentioned in (g) above.
- (h) All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs), if any of whatever kind shall be the property of the LLP and no partner shall be entitled to use for himself any such property otherwise than as a client or customer.
- (i) No resolution or decision carried by a majority of Partners of the LLP shall be valid to be given effect to unless it includes the Partners being the original Parties hereto.

6. Admission of a Partner –

- (a) No new partner shall be introduced 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 incoming partner may be tangible, intangible, moveable or immovable property
- (c) The profit or loss sharing ratio of the incoming partner will be in accordance with the mutual consent of the incoming and the existing partners of the LLP and such profit or loss sharing ratio shall be incorporated in the LLP Agreement as a modification and such modified Agreement or any supplement thereof shall be filed with the Registrar in consonance with the provisions of the LLP Act.
- (d) Persons admitted as partners shall duly comply with the provisions of the LLP Act and the LLP Rules & Forms, 2008 within a period of 15 days of such change in the composition.

- 7. Interest on Capital –** Interest at the rate of 12% per cent per annum on the capital contributed by each of the partners may be credited in the respective accounts for

each accounting year. The Partners may decide to postpone accrual of interest on capital till the commencement of business operations.

8. **Withdrawal of Loans** – Every Partner may withdraw the loans advanced or deemed as advanced by him to the LLP business in accordance with the terms of such sums advanced or deemed as advanced from time to time, and if any such terms are fixed for any such loan amount, the partner may withdraw the same after serving a notice of 3 calendar months on the LLP demanding repayment.
9. **Business transactions of Partner with LLP** – A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.
10. **Partner's Drawings** – Each Partner may draw out of the LLP funds as drawings from the credit balance of his capital account, subject to such draws to be duly accounted for in each yearly settlement of account and division of profits or losses of the LLP at the end of each financial year.
11. **Books of Accounts** –
 - (a) All funds of the LLP business shall be deposited in its name in such banking account or accounts maintained in such branch of such Bank as the partners may from time to time unanimously agree upon. All withdrawals are to be made by Cheques signed by any one of the Designated Partner.
 - (b) All necessary books of account and other papers relating the affairs of the LLP as prescribed under the LLP Rules, 2008 pursuant to the provisions of the LLP Act 2008 shall be for the time being kept at the registered office of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.
12. **Remuneration** – The LLP shall pay such remuneration to a Partner for rendering such services from time to time as may be decided by the majority of the partners for the time being of the LLP and in accordance with the provisions of the Income Tax Act, 1961.
13. **Borrowings** – The LLP may borrow from time to time from any persons, firms, companies, any other LLPs, HUFs, trusts, financial institutions, banks, corporations, governments, local authorities, boards, etc. such monies as may be required for the

purpose of the LLP business as deposit or deposits or loan or loans, at an agreed rate of interest.

14. Rights of Partner –

- (a) All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their capital 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 it shall not use the name of the LLP to carry on the said business.
- (d) If any partner shall advance any loan to the LLP over and above his due contribution to the capital of the LLP, then the same shall be debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of 15% per annum or any other rate decided by the partners unanimously from time to time.
- (e) LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.
- (f) On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his/its rights and interest in the LLP as herein provided. However, upon insolvency of a partner, his/its rights and interest in the LLP shall come to an end.

15. Duties of Partners –

- (a) Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP.
- (b) Each partner shall render true accounts and full information of all things affecting the LLP to any partner or his legal representatives.
- (c) Every partner shall account to the limited liability partnership for any benefit derived by him without the consent of the LLP of any transaction concerning the LLP, or for any use by him of the property, name or any business connection of the LLP.

- (d) Every partner shall indemnify the LLP and the other existing partner(s) for any loss caused to it by his fraud in the conduct of the business of the LLP.

16. Acts forbidden –

Without the consent given in writing of the other Partners, no Partner while he is a Partner for the time being of the LLP shall -

- (a) Transfer, assign otherwise encumber his share in the assets or profits of the LLP;
- (b) Do any act that may conflict his interest with the interest of the LLP or any of its other Partners;
- (c) Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
- (d) Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
- (e) Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
- (f) Draw or accept or endorse unauthorisedly 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 do other disposition of any of the LLP's property 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 by the Tribunal;
- (k) Share 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 by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- (m) Submit a 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 a suit filed on behalf of the LLP;
- (q) Admit any liability in a suit or proceeding against the LLP;
- (r) Enter into any partnership or joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.

17. Designated Partners –

(a) It is agreed and recorded that the first designated Partners of the LLP shall be following:

Sr. No.	Name of the Designated Partner	DPIN
1.	Bhavna Belani	00180745
2.	Gaurav Belani	00401507

(b) The Designated Partners of the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners as agreed upon mutually between them by themselves or otherwise and that they shall be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008.

- (a) The Partners may appoint more Designated Partners, provided all the Partners being Parties to this Agreement as originally made approve the names proposed.
- (b) The Designated Partners may by their unanimous decision delegate their powers to any one Designated Partner or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.
- (c) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008 including filing of any document, return, statement and the like report pursuant to the provisions of LLP Act, 2008.
- (d) The Designated Partners shall be responsible for the doing of all acts arising out of this LLP Agreement.
- (e) Banking arrangements for the LLP shall be as unanimously decided by the Designated Partners at any time and from time to time, subject to ensuring that all monies received be promptly paid into the LLP's banking account.

- (f) The Designated Partners of the LLP shall at all times –
- i. Protect the property and assets of the LLP;
 - ii. Devote the whole of their attention to the said LLP business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the LLP;
 - iii. Punctually pay their separate debts to the LLP, if any, duly and indemnify the LLP or other Partners towards charges, expenses or costs incurred to protect the assets of the LLP against any failure to do so; and
 - iv. Upon every reasonable request, inform the other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.
- (g) The maximum number of Designated Partners appointed for the LLP shall be such as mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the LLP unanimously at any time and from time to time not exceeding ten.
- (h) All contracting by way of placement of orders for supplies to the LLP shall be carried out only by the Designated Partners in the manner as mutually agreed upon between them at any time and from time to time.
- (i) No Designated Partner shall lend money or give credit to or have any dealings on behalf of the LLP with any person or company or LLP or other entity whose credit-worth is doubtful and who is forbidden due to former crisis of confidence confronted by the LLP in dealing with him or it.

18. Meetings –

- (a) All the matters specified below, except expulsion of any partner, shall require a unanimous decision of all the Partners present at a meeting of Partners duly called and held, excluding the Partner proposed to be expelled:
- i. Ratification of this LLP Partnership Agreement post-incorporation of the LLP;
 - ii. Any alteration to this LLP Agreement;
 - iii. The admission of new Partners;
 - iv. Appointment of any new Designated Partner;
 - v. Raising further capital;
 - vi. Assignment and transfer of partnership rights, by the Partners in anyway;
 - vii. Expulsion of any Partner;
 - viii. Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
 - ix. Change of business;
 - x. Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or „wasted to the property of the

LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and

- xi. Winding up and dissolution of the LLP
- (b) All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in 17(a) above shall be called General Meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The provisions as are applicable to calling, holding and conducting/adjourning etc., of General Meetings and Board Meetings and keeping of Minutes of such meetings shall be as kept in such mode as may be decided amongst the partners in respect of the above said meetings, excluding the special resolutions, requisitioned resolutions, special notices, special business and explanatory statements, requisitioned meetings and default meetings and the related jurisdiction as well as powers of the Court/Tribunal/Central government conferred under the said Act. Every such meeting shall be called by any Designated Partner on the basis of a decision of the Executive Meeting or by circular resolution passed by majority of Designated Partners in any exigency.
- (c) The matters discussed in the General Meeting of the Partners or the Meeting of the Designated Partners shall be decided by a resolution passed by a majority in the number of Partners or Designated Partners, and for this purpose, each Partner or each Designated Partner shall have one vote each irrespective of their capital contribution to the LLP's capital.
- (d) 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.
- (e) The decisions so taken in a General Meeting or an Executive Meeting shall be recorded in the Minutes within thirty days of such meetings and the same kept at the Registered Office of the LLP.

(f) A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

19. **Voluntary retirement of Partner** - If any Partner shall have voluntarily retired, a statement of account shall be taken and made out of his share of the capital and effects of the LLP and of all unpaid interest and profits due to him up to the time of its retirement and be paid at the earliest as may be decided by the Designated Partners of the LLP, subject to required adjustments in his capital account, and balances struck as certified by the Auditor for the time being of the LLP. The said statement of account shall include the Partner's share of profit and loss for the period from the beginning of the financial year in which such retirement occurs until the day/date on which the event takes place.
20. **Representative of retired Partner** - At the discretion of the remaining Partners, the nominee or representative of the voluntarily retired Partner, may be admitted Partner against retention of the dues to the former Partner by the LLP.
21. **Purchase of share of retiring, expelled or insolvent Partner** - If a Partner shall voluntarily retire or be expelled or become insolvent, then, the remaining Partners shall have the right of first refusal to buy the share of such a partner in the LLP.
22. **Indemnification** - 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 criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

23. **Notice** -

(a) To the LLP – Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP.

(b) To a Partner – Any notice to a Partner shall have been sufficiently given by the LLP or any other Partner by leaving it addressed to the said Partner at the registered office of the LLP or by sending the same by registered post to his usual or last known address.

24. Partners and LLP to ratify this agreement to be bound – This agreement shall become valid to bind the LLP on its incorporation on it being ratified by all of its partners both for themselves and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.

25. Arbitration – All the matters not expressly provided in this agreement shall be decided by the consent of all the Partners in writing. Failing that all disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them or the legal representative of the Partners with the LLP, at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply accordingly.

26. Alteration or amendment – No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

27. Entire agreement, Severability & Waiver –

(a) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.

(b) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.

(c) A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

Executed and Delivered by
the Partner - A : Bhavna Belani (DPIN 00180745)
For Vista Highrise LLP

Bhavna Belani

at Kolkata in the presence of: ^{partner}

Shilpishree Choudhary
69, G.C Avenue
Kolkata - 700013

Executed and Delivered by
the Partner B : Gaurav Belani (DPIN 00401507)
For Vista Highrise LLP

Gaurav Belani

at Kolkata in the presence of: ^{Partner}

Shilpishree Choudhary
69, G.C Avenue
Kol- 700013.

SCHEDULE - I

(A) THE MAIN BUSINESS TO BE PURSUED BY THE LLP ON ITS INCORPORATION ARE:

1. To engage in the business of construction and investors in real estate and in particular engage in purchase, trading of land, building, owing, buying, selling, developing, hiring, letting, sub-letting, maintaining, allotting, transferring, allotment, administering, exchanging, mortgaging, accepting mortgage, renting, leasing, sub leasing, surrendering, accepting, lease, tenancy or sub-tenancy, construction, re-constructing, re-pairing, maintaining, extending, altering, demolishing land, estates, building, tenements, blocks, flats, apartments, offices, godowns, garages, building sites through its own agency or through contractors and purchasing, holding in stock, selling materials or trading in construction materials, building accessories, electrical, sanitary, plumbing other fixtures, fittings, equipments, plant, machinery, tools appliances including furniture, fixtures, household goods and decoration materials.
2. To act as builders, contractors, promoters, developers of land, building, building sites, building complexes, township, roads, bridges, undertake in connection therewith, act as contractors, engineers, architects, draughtsman generally deal in immovable properties of all descriptions, tenures by purchase and sale or otherwise as may be necessary to purchase for investment, re-sale, traffic in land, house, other property of any tenure and any interest therein and to create, set, deal in freehold and leasehold ground activity, rent, make advances upon the security of land, house, other property any interest therein and generally deal in by way of sale, lease, exchange or otherwise with land, house property, other property whether real, personal, purchase or otherwise acquire and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, assign, deal with property, rights of all kinds, book debts, business concerns, acquiring any rights, title, interest in any agreement or any such rights, title, interest, claim in any pending suit or action and to act as contractor or sub-contractor in the field of civil, mechanical, electrical, electronic and other activities related with construction along with liaison work.
3. To purchase, take in exchange or on lease, rent, hire, occupy, allow to be occupied or otherwise acquire and use any lands, estates, offices, buildings, premises, machinery, plant and works, stock-in-trade, or other rights or interest in any land, buildings and premises or any other immovable or movable, real or personal property or right the Company may think necessary or convenient for the purpose of its business and as to any real property either in consideration of a gross sum or of a rent, charge in cash, services or kind or on perpetual lease, rent in manner aforesaid or partly in one way and partly in another or others.

4. To purchase, take on lease or otherwise acquire and carry on the business of holiday resort, club, hotel, restaurant, café, tavern, beer-house, refreshment room and lodging house keepers, licensed victuallers, beer and spirit merchants, brewers, malt esters, distillers, importers and manufacturers, caterers for public amusements, generally proprietors of clubs. Baths dressing rooms, laundries, reading writing and newspapers rooms, libraries, ground and place of amusements, recreation, sports, entertainment and instruction for all kinds, agents for railway shipping and aero plane companies and carriers, theatrical and opera box office proprietors.
5. To appropriate any parts of the property of the Company for the purpose of and to build or let offices, and other places of business and to use or lease any part of the property of the Company not required for the purpose aforesaid or for any purpose for which it may be conveniently used or let.

THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN BUSINESS ARE:

6. To acquire and undertake the whole or any part of the goodwill, business, concern, undertaking, property rights, assets and liabilities or any person, firm, association, society, company or corporation carrying on business which this Company is authorized to carry on and pay for the same by shares or debentures of this Company, or by cash or otherwise, or partly in one way and partly in another or others and to conduct, expand and develop or wind up and liquidate such business and to purchase and take steps for the acquisition of existing new licences in connection with any such business.
7. To invest and deal in personal property movable and immovable and rights and in particular lands, buildings, hereditaments, business concerns and undertakings, debenture-stock, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, privileges and chose in action including any interest in real or personal property.
8. To form, establish, promote, subsidise, aid, acquire, organise, or be interested in any other company(ies) syndicate or Partnership for the purpose of acquiring all or any of the undertaking, property and liabilities of this Company or of any share therein by way of exchange for its shares or otherwise or for any purpose which may seem calculated directly or indirectly to benefit the Company.
9. To enter, into Partnership or into any agreements for sharing profit, union of interest, cooperation, joint venture, reciprocal concession, licence or otherwise with any person, firm, association, society, company so as to directly or indirectly benefit the Company and to give to any person, firm or company, special rights, licences and privileges in connection with the above.
10. To take or otherwise acquire and hold, sell, exchange, mortgage, charge or otherwise deal with shares or stock of any other company having objects altogether or in part

similar to those of this Company or otherwise, or such as may be likely either directly or indirectly to benefit this Company.

11. To amalgamate with any other company having objects altogether or in part similar to those of this Company or otherwise.
12. To erect, build, construct, improve, maintain, develop, alter, enlarge, pull down, replace, work, manage, any building, house, factories, works, engine houses, boiler houses, shops, workshops, offices, warehouses, show-rooms, refreshment rooms, lavatories and other conveniences, cottages and any other buildings with engines, boilers, light and power generating plant and other fixtures and fittings and apparatus for working and turning machinery and for the comfort and accommodation of working people and roads, quays, wharfs, ways, and other works and conveniences, which may seem calculated directly or indirectly to advance the Company's interest and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof on any land or waterways purchased, leased or otherwise acquired.
13. To improve, manage, develop, mortgage, charge, sell, transfer, exchange, lease, underlease, surrender or otherwise deal with, dispose of or turn into account, all or any part of the business, immovable or movable property, rights and effects for the time being, of the Company in such manner, on such terms and for such purposes as the Company may think fit and to pay, to sell, transfer or dispose of the whole undertaking of the Company or any part thereof, for cash or such other consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
14. To borrow, raise and secure the payment and repayment of money for any of the purposes of the Company's business or otherwise, in such manner as the Company shall think fit and in particular, by the issue of Redeemable Preference Shares, mortgage Debentures or Debenture Stock, perpetual or otherwise and issuable or payable at par or at a premium or discount and repayable by periodical drawings or otherwise to bearer or otherwise, charged upon all or any of the Company's undertaking and/or property (both present and future and movable or immovable) or by other obligations or securities of the Company or by mortgage or charge on all or any part of the property of the Company present and future movable or immovable including its uncalled capital or without any charge, and to purchase, redeem or pay off, cancel and discharge and such securities, subject to the provision of Section 58A of the Companies Act, 1956 and the directive of Reserve Bank of India then in force.
15. To receive money on deposit and to obtain loans for the day to day operation of the Company from Banks, Financial Institutions, Corporate bodies and all such entities, individuals as may be permitted by the companies Act, 1956 and the rules pursuant to the provision of section 372A of the Companies Act, 1956 and other applicable laws provided that the Company shall not carry on any banking business as defined by Banking Regulation Act, 1949.

16. To draw, make, accept, endorse, discount, execute, retire, discharge, negotiate, issue and honour bills of exchange, cheques, promissory notes or securities.
17. To open current, overdraft, loan, cash credit, or deposit account(s) with any bank, company, firm or person.
18. To deposit, invest and deal with moneys of the Company not immediately required in such manner and upon such terms as may from time to time be determined by the Directors.
19. 16. To incur debts and obligations for the conduct of any business of the Company, and to purchase or hire goods, material or machinery on credit or otherwise for any business or purpose of the Company.
20. To guarantee the performance of contracts and obligations or debts of any other company, corporation, firm or person (including without prejudice to the said generally) bank overdrafts, bills of exchange and promissory notes and generally to give securities and indemnities with or without consideration as per the provision of section 372A read with applicable laws.
21. To establish, maintain and conduct or discontinue or close agencies and branches and appoint representatives in any part of the world for the conduct of the business of the Company.
22. To employ or otherwise acquire technical expertise, for any of the purposes of the business of the Company.
23. To establish, provide, maintain and conduct or otherwise subsidise research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical researches, experiments and tests of all kinds and to undertake and carry out research and investigations, to process, improve and invent new and better techniques and methods of manufacturing any products and improving or securing any process(es), patent(s) or copyrights(s) which the Company may acquire or deal with and to promote studies, research, survey and investigations both scientific and technical by providing, subsidising, endowing or assisting laboratories, colleges, Universities, workshops, libraries, lectures, meetings, exhibitions and conference and by providing for the remuneration to scientists, scientific or technical personnel or teachers, research workers and inventors or otherwise generally to encourage, promote and reward studies, research investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business of the Company.
24. To adopt such means of making known any services and products offered by the Company as may seem expedient and in particular by advertising in the press by circulars, radio news channels of television, films by purchase and exhibitions or works

of art or interest and by registering and establishing and protecting trademarks, publication of books and periodicals and by granting prizes, rewards and donations.

25. To continue, establish and support or aid in the establishment or support of co-operative societies, associations and other institutions, funds, trusts, amenities and convenience/s and at its discretion to grant bonuses, pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or by the allotment of shares credited as fully or partly paid up or in any other manner (so far as by law allowed) to any party for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any Debentures, Debenture Stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of any of its business.
26. To donate, contribute, subscribe, promote, support or aid or otherwise assist or guarantee money or charitable, benevolent, religious, scientific, national, public or other institutions, funds or objects or for any exhibition or for any public, general or other objects.
27. To create any Depreciation Funds, Reserve Fund, Sinking Funds, Insurance Funds or any other special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or any other purposes conducive to the interests of the Company.
28. To place, to reserve or to distribute dividends or bonus in respect of dividends on forfeited shares and moneys arising from the sale by the Company, of forfeited shares or from unclaimed dividends, in conformity with the provisions of law. 26. To distribute among the members in specie or kind or to gift in favour of any person, firm, body corporate or institute, any property of the Company or any proceeds of sale or disposal of any property of the Company, subject to provisions of the Companies Act, 1956 in the event of winding up of the Company.
29. To refer or agree to refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member(s) or his or their representatives or between the Company and third party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
30. To pay all or any expenses incurred in connection with the formation, promotion or incorporation of this Company or any other company or any amount incidental to the winding up of any company the whole or part of the property whereof is acquired by this Company.
31. To procure the incorporation, registration or other recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the

Company's business and to apply or join in applying to any Parliament, local Government, Municipal or other authority or body for any rights, or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

32. To do the above things in all or any of the states in India and/or in any part of the world and either as principal, agents, contractors, trustees or otherwise and by or through trustees, attorneys, agents or otherwise, and either along or in conjunction with others.
33. To engage in research into problems relating to personnel, industrial, business management, distribution, marketing, selling, collect, prepare distribute, information, statistics relating to any type of business or industry and to promote or propose such methods, proceeds and measures as may be considered desirable or beneficial for all or any of the Company's objects.
34. To provide for the welfare of Directors, or employees, or the ex-employees of the Company or its predecessors in business and the wives, widows and families or the dependants or connections of such persons, by building of houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses profit – sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident funds and other associations, institutions, funds, profit sharing or other schemes, or trust and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical attendance another assistance as the Company shall think fit.
35. To indemnify Members, Officers, Directors, Agents and servants of the Company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company for any loss, damage or misfortune whatsoever which shall happen in the execution of their duties or their offices or by relation thereto.
36. To acquire from any person, firm or body corporate or unincorporate, whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data plans, lay-outs and blue prints useful for the designing, erection and operation of plant, machinery of apparatus required for attaining the main objects

of the Company and to acquire any grant or license and other rights and benefits in connection therewith.

37. To perform or generally to do or perform all such other acts and things as may in the opinion of the Company be incidental or conducive to the attainment of the above objects or any of them.

THE OTHER BUSINESS ARE:

1. To purchase, take on lease, tenancy or license or in exchange, hire, take over option or otherwise acquire any estate or interest in any property whether movable or immovable and any rights or privileges which the company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the company and particular land (free hold, lease hold, or other tenure), buildings, easements, machinery plant, implements, provisions, hardware and stock in and on any such lands to build, construct, maintain, enlarge, pull down, remove, or replace, improve or develop and to work, manage and control any buildings, offices, factories, mills, foundries, refineries, furnaces, sheds, godowns, shops, roads, ways, bridges or other structures for the purposes of the company and also for the residence amenity of its employees, staff and other workmen and to erect and install machinery and plants and other equipments deemed necessary or convenient or profitable for the purposes of the company.
2. To carry on in India or elsewhere in the world the business of housing in all its branches and to Promote, provide, lend, assist, subsidise and arrange for construction, renovation, reconstruction, repairing, remodeling, furnishing and establishing of all descriptions, utilities, modalities, capacities, dimensions, specifications and uses of houses, house building, row house, bungalows, low cost houses, flats, apartments, multistoried buildings, chawls, residential complexes, towns, shops, colonies, commercial complexes and other

similar structures to individuals, Hindu undivided families, group of persons, Government authorities, companies, firms, cooperative societies etc. on suitable terms and conditions, with or without securities and for the purpose to acquire and purchase lands and buildings and other immovable and movable properties and to develop, construct or build, all type of structures, buildings and houses and to act as buyers, sellers, traders, importers, exporters, stockists, distributors, commission agents, brokers, contractors, estate owners or otherwise to deal in all such immovable and movable properties goods, articles or things which are necessary for the purpose of accomplishment of objects under these presents.

15. To carry on the business in India and elsewhere as manufactures, assemblers, designers, builders, Sellers, buyers, exporters, importers, factors, agents, hirers and dealers of electronic goods, digital and analogue data processing devices and systems, electronics computers, mini and micro-processor based Devices and systems, office automation systems, electro data processing equipment, central processing units, memory, peripherals of all kinds, data communication equipments and system, telephone exchange, remote control system, software of all kinds including machine oriented and/or problem oriented, software data entry devices, data collecting system, accounting and invoicing machines, intelligent terminal controllers, media solid state devices, integrated circuits, transistors, liquid crystals, liquid display systems, diodes, resistors, capacitors, transformers and all related and auxiliary item and accessories including all components of electronics, hardware and appliances of any type and description.
16. To carry on business as manufacturers, fabricators, assemblers, developers, processors, consultants, programmers, importers, exporters and dealers of and in, all kinds and descriptions of electronic electromechanical, and electrical goods, products, apparatus, materials, computer softwares, components, parts and things (whether for industrial , business or household use or otherwise) including without limiting the generality thereof, computers, accounting and business machines, communication, telecommunication and telecommunication devices, artificial intelligence based system, robots, process or environmental control and adaptor devices, automation devices, transistors, receivers, transformers, conductors, magnetic materials, microware components, video games, tapes, discs, switches and all hardware, and software and peripherals thereto and thereof required for or capable of being for or in connection with the manufacture, maintenance, working or servicing of the same and also to establish and for the company and for others, data banks, dissemination network and services.
17. To carry on the business of manufactures, producers, processors, traders, importers, exporters, consignors, consignees, principles, owners, agents, factors, buyers, sellers of and dealers in all kinds of textiles, fabrics, hosiery goods, yarn, nylon, polyester, acrylic, rayon, silk, linen, cotton, wool, staple, viscose, synthetics and any other fibre or fibrous materials, whether synthetic, artificial or natural textiles substances, allied products, by-products and substitutes for all or any of them and to treat and utilise any

waste arising from any such manufacture, product or process whether carried on by the company or otherwise.

Ratification of the LLP Agreement

POST-INCORPORATION OF "Vista Highrise LLP"

By Partner/ Designated Partner -

"The LLP Agreement hereinabove is hereby ratified"

(a) Ms. Bhavna Belani: For Vista Highrise LLP

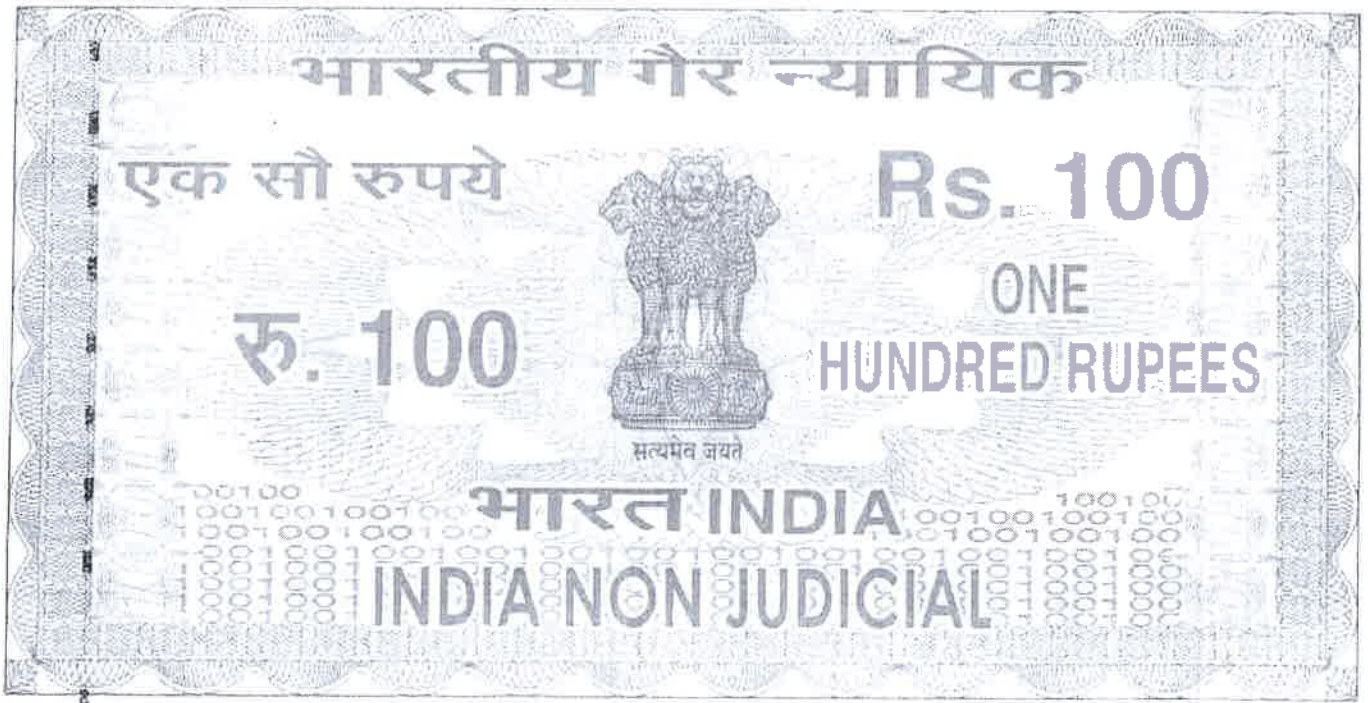
Bhavna Belani
Partner

(b) Mr. Gaurav Belani For Vista Highrise LLP

Gaurav Belani
Partner

Place: Kolkata

Date: 24.01.2016.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 674967

FIRST SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS FIRST SUPPLEMENTARY AGREEMENT made at Kolkata on this 25th day of August, 2017, by and between:-

- 1. BHAVNA NANDU BELANI (DPIN 00180745), wife of Mr. Nandu K Belani, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as "CONTINUING PARTNER A" [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns"] of the FIRST PART,**

**BHAVNA
A
NANDU
BELANI**

AND

**GAURAV
BELANI**

**NIKITA
BELANI**

Digitally signed by BHAVNA
NANDU BELANI
DN: cn=BHAVNA NANDU BELANI,
o=INDIA NON JUDICIAL, ou=INDIA NON JUDICIAL,
c=IN
Date: 2017.08.25 11:54:47 +0530

Digitally signed by GAURAV BELANI
DN: cn=GAURAV BELANI, o=INDIA NON JUDICIAL,
ou=INDIA NON JUDICIAL, c=IN
Date: 2017.08.25 12:13:11 +0530

Digitally signed by NIKITA
BELANI
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Date: 2017.08.25 11:57:34
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VHLLF

40139

Serial No. TUHIN BANJAN CHAKRABORTY

Name Advocate

69, Ganesh Chandra Avenue, Kol-19

Address

Prop:- Srikant Tivari
Licenced Stamp Vender
BACHAN GANGA
2 & 3, Bankshall Street
Kolkata - 700 001

10 AUG 2017

10 AUG 2017

2. **GAURAV BELANI (DPIN 00401507)**, son of Mr. NANDU K BELANI, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as **"CONTINUING PARTNER B"** [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns"] of the **SECOND PART**,

AND

3. **NIKITA BELANI (DPIN 07407395)**, daughter of Mr. NANDU K BELANI by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as **"INCOMING PARTNER C"** [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns"] of the **THIRD PART**,

(The parties of the First and Second Part shall be individually referred to as a 'Party' OR a 'Partner' and collectively referred to as 'Parties' OR 'Partners')

WHEREAS:-

- A. Ms. Bhavna N. Belani and Mr. Gaurav Belani have entered into a LLP Agreement dated 24th day of February, 2016 ("the Principal LLP Agreement") in order to define their mutual rights and obligations and set out the terms and conditions governing their relationship with regard to the Limited Liability Partnership incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act, 2008 ("LLP ACT") on the 24th day of February, 2016 by the name **'VISTA HIGHRISE LLP'** having LLP Identification Number **AAF-5478** ("the LLP") to carry on business with a view to sharing profits or losses upon the terms mentioned therein.
- B. Ms. Nikita Belani be appointed as the Partner with effect from 25.08.2017, subsequent to receipt of consent letter from Ms. Nikita Belani to act as the Partner of the LLP and capital contribution of Rs 50,000/- each (Rupees Fifty Thousand only) from the **Incoming Partner 'C'**.

C. In terms of the Principal LLP Agreement, any alteration to or amendment or change in the same shall have to be reduced to writing as a Supplement to the Principal LLP Agreement duly accepted by every Partner of the LLP as on the relevant date of alteration, amendment or change.

AND WHEREAS:

A. The Partners now are desirous of recording the change in PARTNER & DESIGNATED PARTNER, by way of executing this Supplementary Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS:

1. After the Existing Sub Clause 17(a) of the PRINCIPAL AGREEMENT the following clause shall be inserted:-

17(a) (i) At the Designated Partners Meeting held on 25.08.2017, Ms. Nikita Belani was appointed the Partners of the LLP subsequent to receipt of their consent to act as Partners of the LLP and the following personnel shall act as the Partners the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008:-

- i) BHAVNA NANDU BELANI
- ii) GAURAV BELANI
- iii) NIKITA BELANI

2. After the Existing Sub Clause (5) (a) of the PRINCIPAL AGREEMENT the following Clause shall be inserted:-

(5)(a)(i) Additional Capital Contribution of total Rs 50,000/- (Rupees Fifty Thousand only) by contributing Rs 50,000/- (Rupees Fifty Thousand only) each by the Incoming Partners namely Ms. Nikita Belani.

3. Existing Clause (5) (c) of the PRINCIPAL AGREEMENT shall be deleted and shall be replaced by the following clause:-

(5) (c) The net profits/losses of the LLP arrived at after providing for payment of interest to partners on the capital contributed and the loan given by them shall be divided between and borne by the Partners in the following proportions:

- i) Continuing 'Partner A' - BHAVNA NANDU BELANI – 33.33%

**BHAVNA
NANDU BELANI**

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2.5.4.20=c5f82b3546498b2978ace99539466252a95e1143,
serialNumber=95a831f09097a55462776622426c7728115,
email=BHAVNA.NANDU.BELANI@GMAIL.COM, c=BHAVNA NANDU
BELANI
Date: 2017.08.25 11:56:49 +05'30'

**GAURAV
BELANI**

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serialNumber=95a831f09097a55462776622426c7728115,
email=GAURAV.BELANI@GMAIL.COM, c=GAURAV BELANI
Date: 2017.08.25 12:23:53 +05'30'

**NIKITA
BELANI
I**

Digitally signed by NIKITA
BELANI
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Bengal,
2.5.4.20=c5f82b3546498b2978ace99539466252a95e1143,
serialNumber=95a831f09097a55462776622426c7728115,
email=NIKITA.BELANI@GMAIL.COM, c=NIKITA BELANI
Date: 2017.08.25 18:49:14
+05'30'

- ii) Continuing 'Partner B' GAURAV BELANI – 33.34%
- iii) Incoming 'Partner C' - NIKITA BELANI – 33.33%

4. PROVIDED ALWAYS and it is hereby agreed that subject to the aforesaid modification, the Principal LLP Agreement dated 24TH February, 2016 and the statements, recitals, terms and conditions contained therein, shall remain intact and as it is and the same will remain in full force, effect and virtue and shall be read together with these presents and this Supplementary Agreement shall be construed as the terms and conditions of the Principal LLP Agreement subject to the modification made by these presents as stated hereinbefore by way of substitution and modification.

**BHAVNA
NANDU BELANI**

Digitally signed by BHAVNA NANDU BELANI
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c=IN, o=KSRV, ou=KSRV, email=BHAVNA@KSRV.COM, c=IN
c=IN, o=KSRV, ou=KSRV, email=BHAVNA@KSRV.COM, c=IN
Date: 2017.06.25 11:27:30 +05'30'

**GAURAV
BELANI**

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Date: 2017.06.25 11:27:30 +05'30'

NIKITA BELANI

Digitally signed by NIKITA BELANI
DN: cn=NIKITA BELANI, o=KSRV, ou=KSRV, email=NIKITA@KSRV.COM, c=IN
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c=IN, o=KSRV, ou=KSRV, email=NIKITA@KSRV.COM, c=IN
Date: 2017.06.25 11:27:30 +05'30'

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THESE PRESENTS ON THE DATE, MONTH AND YEAR HEREINABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

for and on behalf of **BHAVNA N. BELANI**

at Kolkata in the presence of:

1. Shilpishree Choudhary
India House,
69, G.C Avenue
Kolkata - 700013.

**BHAVNA
NANDU BELANI**

Digitally signed by BHAVNA NANDU BELANI
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378451c9730a771e72a875a31, cn=BHAVNA NANDU BELANI
Date: 2017.06.25 12:16:59 +05'30'

2. Kashifa Zoya Saifdaraz
INDIA HOUSE
69, G. C. AVENUE
KOLKATA - 700013.

SIGNED, SEALED AND DELIVERED

for and on behalf of **NIKITA BELANI**

at Kolkata in the presence of:

1. Shilpishree Choudhary
India House
69, G.C Avenue
Kolkata - 700013.

**NIKITA
BELANI**

Digitally signed by NIKITA BELANI
DN: cn=NIKITA BELANI, postalCode=700022, st=West Bengal, 2.5.4.20=10020131bca704504241c5e1d1dc157167670000 (7000131bca704504241c5e1d1dc157167670000), serialNumber=64786d1b04d45597a0295b0d44081871056
378451c9730a771e72a875a31, cn=NIKITA BELANI
Date: 2017.06.25 12:16:59 +05'30'

2. Kashifa Zoya Saifdaraz
INDIA HOUSE
69, G.C. AVENUE.
KOLKATA - 700013.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 772499

SECOND SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP

AGREEMENT

THIS SECOND SUPPLEMENTARY AGREEMENT made at Kolkata on this 25TH DAY OF OCTOBER, 2017 by and between

**BHAVNA
NANDU
BELANI**

Digital Signature of BHAVNA NANDU BELANI
DN: cn=BHAVNA NANDU BELANI, o=, ou=, email=bhavna.nandubelani@gmail.com, c=IN

- GAURAV BELANI (DPIN 00401507)**, son of Mr. NANDU K BELANI, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as "**CONTINUING PARTNER A**" [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns"] of the **FIRST PART**,

**NIKITA
BELANI**

Digital Signature of NIKITA BELANI
DN: cn=NIKITA BELANI, o=, ou=, email=nikita.belani@gmail.com, c=IN

**GAURAV
BELANI**

Digital Signature of GAURAV BELANI
DN: cn=GAURAV BELANI, o=, ou=, email=gaurav.belani@gmail.com, c=IN

053919

Serial No.....

Name.....Tisha Ranjan Chakraborty (Adv)

Address.....5A, Bibhabati Gose Sohani, Kol - 20
71, Park Street, (Room No. - 101)
Kolkata-700 016

25 OCT 2017

Licensed Stamp Vendor

Date..... Srijit Sarkar

AND

2. NIKITA BELANI (DPIN 07407395), daughter of Mr. NANDU K BELANI, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as "CONTINUING PARTNER B" [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns"] of the SECOND PART,

AND

3. BHAVNA NANDU BELANI, wife of Mr. Nandu K Belani, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027, hereinafter referred to as "OUTGOING PARTNER C" [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns"] of the THIRD PART, and

(The parties of the First and Second Part shall be individually referred to as a 'Party' OR a 'Partner' and collectively referred to as 'Parties' OR 'Partners')

WHEREAS:-

A. Ms. Bhavna N. Belani and Mr. Gaurav Belani have entered into a LLP Agreement dated 24th day of February, 2016 ("the Principal LLP Agreement") in order to define their mutual rights and obligations and set out the terms and conditions governing their relationship with regard to the Limited Liability Partnership incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act, 2008 ("LLP ACT") on the 24th day of February, 2016 by the name 'VISTA HIGHRISE LLP' having LLP Identification Number AAF-5478 ("the LLP") to carry on business with a view to sharing profits or losses upon the terms mentioned therein.

B. MS. Nikita Belani was appointed to act as Partner & Designated Partners with effect from 25.08.2017 vide Supplementary LLP Agreement dated 25.08.2017 ("The Supplementary LLP Agreement") in order to define their mutual rights and

BHAVNA
A
NANDU
BELANI

Digitally signed by
BHAVNA NANDU BELANI
DN: cn=Bhavna N. Belani,
serial=1000000000,
c=IN, o=Vista Highrise
LLP,
ou=Vista Highrise LLP,
email=Bhavna.N.Belani@vista
highrise.com,
dnQualifier=Bhavna.N.
Belani

NIKITA
BELANI

Digitally signed by NIKITA
BELANI
DN: cn=Nikita Belani,
serial=1000000000,
c=IN, o=Vista Highrise
LLP,
ou=Vista Highrise LLP,
email=Nikita.Belani@vista
highrise.com,
dnQualifier=Nikita.Belani

GAURAV
BELANI

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DN: cn=Gaurav Belani,
serial=1000000000,
c=IN, o=Vista Highrise
LLP,
ou=Vista Highrise LLP,
email=Gaurav.Belani@vista
highrise.com,
dnQualifier=Gaurav.Belani

3. Existing Clause (5) (c) of the FIRST SUPPLEMENTARY AGREEMENT shall be deleted and shall be replaced by the following clause:-

(5) (c) The net profits/losses of the LLP arrived at after providing for payment of interest to partners on the capital contributed and the loan given by them shall be divided between and borne by the Partners in the following proportions:

- CONTINUING PARTNER A : 50.00 %
- CONTINUING PARTNER B : 50.00 %

2. **PROVIDED ALWAYS** and it is hereby agreed that subject to the aforesaid modification, the Principal LLP Agreement dated 24th February, 2016 and Supplementary LLP Agreement dated 25th August, 2017, the statements, recitals, terms and conditions contained therein, shall remain intact and as it is and the same will remain in full force, effect and virtue and shall be read together with these presents and this Second Supplementary Agreement shall be construed as the terms and conditions of the Principal LLP Agreement subject to the modification made by these presents as stated hereinbefore by way of substitution and modification.

**BHAVNA
NANDU BELANI**

Digitally signed by BHAVNA NANDU BELANI
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Bengal,
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5011625d6171e55717e6a6566a14,
serialNumber=1509891, c=IN, o=20170822042607
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NANDU BELANI
Date: 2017.10.25 13:02:45+05'30'

**GAURAV
BELANI**

Digitally signed by GAURAV BELANI
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Bengal,
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JAGT10011061000175409769465d1, email=GAURAV BELANI
Date: 2017.10.25 13:02:45+05'30'

**NIKITA
BELANI**

Digitally signed by NIKITA BELANI
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Bengal,
2.5.4.201.005F20931064036296200009590206252e19
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serialNumber=1509891, c=IN, o=20170822042607
JAGT10011061000175409769465d1, email=NIKITA BELANI
Date: 2017.10.25 13:02:45+05'30'

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THESE PRESENTS ON THE DATE,
MONTH AND YEAR HEREINABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

for and on behalf of **GAURAV BELANI**

at Kolkata in the presence of:

1. *Swipishree Choudhary*
5A, Bibhabati Bose Sarani,
2nd floor, Kolkata-700020.

2. *Arindam Mishra*
5A, Bibhabati Bose Sarani
2nd floor, Kolkata-700020

**GAURAV
BELANI**

Digitally signed by GAURAV BELANI
DN: cn=GAURAV BELANI, o=GAURAV BELANI
Date: 2023.02.23 15:34:59 +05'30'
Serial: 1
Reason: I have signed this document with my private key
Date: 2023.02.23 15:34:59 +05'30'

SIGNED, SEALED AND DELIVERED

for and on behalf of **NIKITA BELANI**

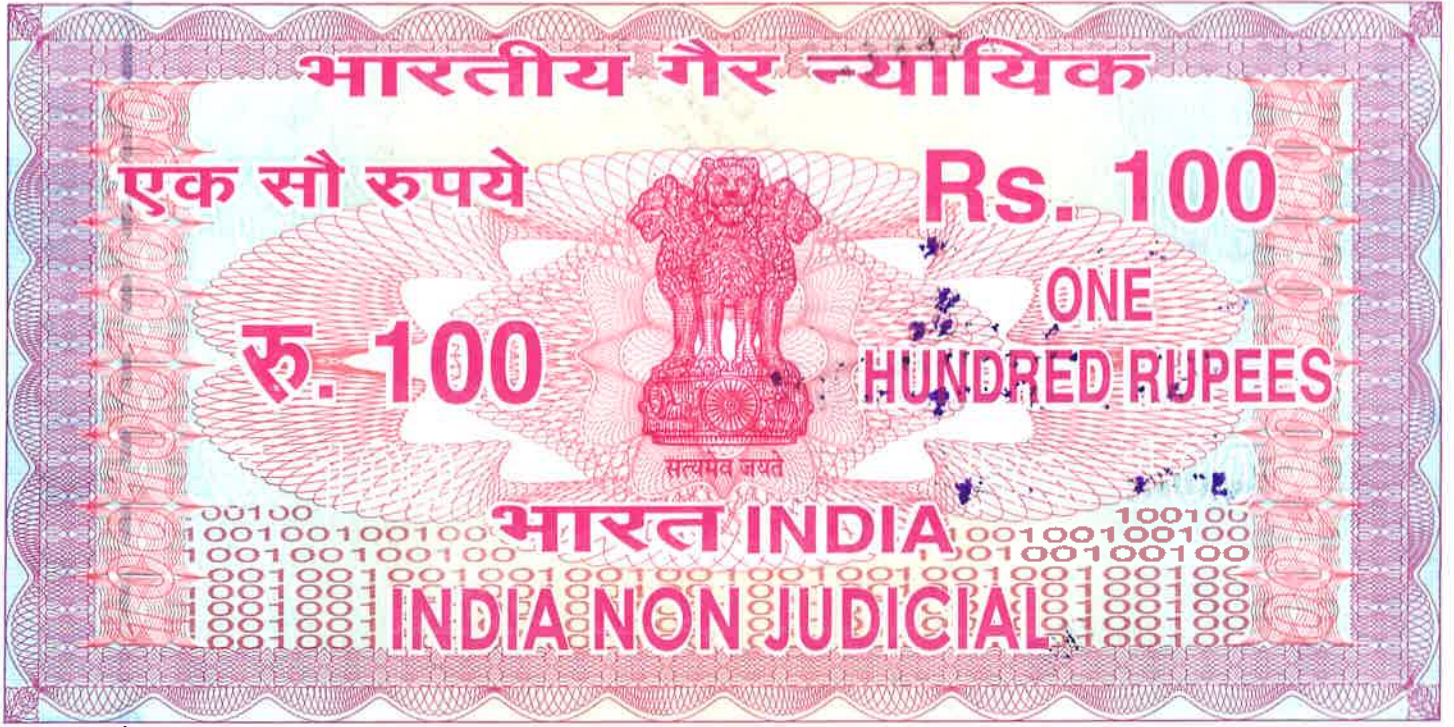
at Kolkata in the presence of:

1. *Swipishree Choudhary*
5A, Bibhabati Bose Sarani
Kolkata - 700020.

2. *Arindam Mishra*
5A, Bibhabati Bose Sarani
2nd fl. Kolkata-700020

**NIKITA
BELANI**

Digitally signed by NIKITA BELANI
DN: cn=NIKITA BELANI, o=NIKITA BELANI
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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 734658

**THIRD SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP
AGREEMENT**

THIS THIRD SUPPLEMENTARY AGREEMENT made at Kolkata on this
1st DAY OF APRIL, 2019 by and between

1. **GAURAV BELANI (DPIN 00401507)**, son of Mr. NANDU K BELANI, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027;
2. **NIKITA BELANI (DPIN 07407395)**, daughter of Mr. NANDU K BELANI, by faith Hindu, by Occupation: Business and residing at No. 5B, Debendra Lal Khan Road, [P.S. Alipore, Kolkata-700027;

For HORIZON PLAZA PVT. LTD.

Horizon Estates (P) Ltd

Gaurav Belani

Nikita Belani

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

286460

SUBHASH CH. SAHA
(Advocate)
Sealdah Court, Kol-14

S.L. No.....Sd/M To.....

Rs.....Advs.....

G.C. SANA

(Govt.) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87

.....

Issue Date.....Sign.....

01 FEB 2019

The Parties numbering 1-2 hereto hereinafter jointly referred to as the "Party of the other part (which term and expression shall unless excluded by or repugnant to the subject or context hereto be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) herein known as the Continuing Partners

3. **HORIZON ESTATES PRIVATE LIMITED** a private limited Company bearing CIN as U70101WB2005PTC106477 having its registered office at WOODBURN CENTRAL, 2NDFLOOR, 5A BIBHABATI BOSE SARANI (FORMERLY KNOWN AS 5A WOODBURN PARK) KOLKATA 700020 being represented by Mr. Sourav Dasgupta;
4. **HORIZON PLAZA PRIVATE LIMITED** a private limited Company bearing CIN as U70101WB2005PTC106482 having its registered office at WOODBURN CENTRAL, 2NDFLOOR, 5A BIBHABATI BOSE SARANI (FORMERLY KNOWN AS 5A WOODBURN PARK) KOLKATA 700020 being represented by Mr. Lachman P. Belani;

The Parties numbering 3-4 hereto, hereinafter jointly referred to as the "Party of the First part (which term and expression shall unless excluded by or repugnant to the subject or context hereto be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) herein known as the Incoming new Partners."

(The parties shall be individually referred to as a 'Party' OR a 'Partner' and collectively referred to as 'Parties' OR 'Partners')

WHEREAS:-

A. Ms. Bhavna N. Belani and Mr. Gaurav Belani have entered into a LLP Agreement dated 24th day of February, 2016 ("the Principal LLP Agreement") in order to define their mutual rights and obligations and set out the terms and conditions governing their relationship with regard to the Limited Liability Partnership incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act, 2008 ("LLP ACT") on the 24th

G. Belani

Nibita Belani

For HORIZON PLAZA PVT. LTD. Horizon Estates (P) Ltd

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

day of February, 2016 by the name 'VISTA HIGHRISE LLP' having LLP Identification Number AAF-5478 ("the LLP") to carry on business with a view to sharing profits or losses upon the terms mentioned therein.

- B. MS. Nikita Belani was appointed to act as a Partner & Designated Partners of Vista Highrise LLP along with the existing partners namely Ms. Bhavna N. Belani and Mr. Gaurav Belani with effect from 25.08.2017 vide Supplementary LLP Agreement dated 25.08.2017 ("The Supplementary LLP Agreement") in order to define their mutual rights and obligations and set out the terms and conditions governing their relationship with regard to the Limited Liability Partnership.
- C. MS. Bhavna Nandu Belani resigned as a Partner & Designated Partner of Vista Highrise LLP with effect from 25.10.2017 vide Second Supplementary LLP Agreement dated 25.10.2017 ("The Second Supplementary LLP Agreement").
- D. M/s Horizon Estates Pvt Ltd, M/s Horizon Plaza Pvt Ltd expressed their intention to be appointed as the Partners of the said LLP vide Third Supplementary LLP Agreement dated 01.04.2019 ("The Supplementary LLP Agreement") in order to define their mutual rights and obligations and set out the terms and conditions governing their relationship with regard to the Limited Liability Partnership.
- E. In terms of the Principal LLP Agreement, any alteration, amendment and/or change to be made in the same shall have to be reduced to writing as a 'Supplement' to the Principal LLP Agreement, duly accepted by every Partner of the LLP as on the relevant date of such alteration, amendment and/or change.

AND WHEREAS:

- A. M/s Horizon Estates Pvt Ltd. and M/s Horizon Plaza Pvt Ltd. expressed their intention to be appointed as the Partners of the said LLP and proposed to contribute Rs. 98,000 and Rs. 2,000/- respectively.
- B. The Partners now are desirous of recording this change in PARTNER & DESIGNATED PARTNER, by way of executing this third Supplementary Agreement.

For HORIZON PLAZA PVT. LTD.

Horizon Estates (P) Ltd



Nikita Belani


Authorised Signatory
Authorised Signatory

IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS:

1. In place and stead of the "**Existing Sub Clause 17(a)**" of the SECOND SUPPLEMENTARY AGREEMENT dated 25th October, 2017, the following clause shall be modified as follows:-

17(a)(i) - "At the Designated Partners Meeting held on the 1st Day of April, 2019, hereinafter referred to as the "Said Date", M/s Horizon Estates Pvt. Ltd. and M/s Horizon Plaza Pvt. Ltd. vide Board Resolutions, both dated 28th March, 2019 expressed their intention to be appointed as the Partners of the said LLP besides Mr. Gaurav Belani and Ms. Nikita Belani, who shall continue to act as the 'Partners & Designated Partners' of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008. Accordingly, the LLP shall comprise of the following Partners and Designated Partners:

- i) HORIZON ESTATES PVT. LTD. being represented by Mr. Sourav Dasgupta
- ii) HORIZON PLAZA PVT. LTD. being represented by Mr. Lachman P. Belani
- iii) GAURAV BELANI
- iv) NIKITA BELANI

Copies of the Board Resolutions dated 28th March, 2019 are annexed hereto marked as Annexure 'A' & 'B'.

2. The **Existing Clause (5) (c)** of the SECOND SUPPLEMENTARY AGREEMENT shall be deleted and replaced with the following clause:-

(5) (c) The net profit/loss of the LLP arrived at after providing for payment of interest to partners on the capital contributed and the loan given by them shall be divided between and borne by the Partners in the following proportions:

- i) HORIZON ESTATES PVT. LTD. – Profit Sharing Ratio [P.S. ratio] 25%
- ii) HORIZON PLAZA PVT. LTD. – Profit Sharing Ratio [P.S. ratio] 25%
- iii) GAURAV BELANI - Profit Sharing Ratio [P.S. ratio] 25%
- iv) NIKITA BELANI - Profit Sharing Ratio [P.S. ratio] 25%



Nikita Belani

For HORIZON PLAZA PVT. LTD.  Horizon Estates (P) Ltd

Authorised Signatory



Authorised Signatory

3. **PROVIDED ALWAYS**, the changes and modifications made in these presents shall form part of the Principal LLP Agreement and shall be read in conjunction with the Principal LLP Agreement along with the First Supplementary Agreement and the Second Supplementary Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THESE PRESENTS ON THE DATE, MONTH AND YEAR HEREINABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

for and on behalf of **GAURAV BELANI**

at Kolkata in the presence of:

1. *Shilpishree Choudhary*
SHILPISHREE CHOUDHARY
WOODBURN CENTRAL, 2nd floor,
5A Bibhabati Bose Sarani
Kolkata - 700020
2. *Suvanki Ghosh.*
SUVANKI GHOSH
Woodburn Central, 2nd Floor
5A, Bibhabati Bose Sarani
KOLKATA - 700020

Gaurav Belani

SIGNED, SEALED AND DELIVERED

for and on behalf of **NIKITA BELANI**

at Kolkata in the presence of:

1. *Shilpishree Choudhary*
SHILPISHREE CHOUDHARY
Woodburn Central, 2nd floor,
5A Bibhabati Bose Sarani
Kolkata - 700020.
2. *Suvanki Ghosh.*
SUVANKI GHOSH
Woodburn Central, 2nd Floor,
5A, Bibhabati Bose Sarani,
KOLKATA - 700020

Nikita Belani

For HORIZON PLAZA PVT. LTD.

Authorised Signatory

Horizon Estates (P) Ltd

Authorised Signatory

SIGNED, SEALED AND DELIVERED

for and on behalf of **HORIZON ESTATES PVT LTD**

at Kolkata in the presence of:

1. Suvanki Ghosh.
SUVANKI GHOSH
5A, Bibhabati Bose Sarani, 2nd Floor,
Woodburn Central, KOLKATA - 700020

Horizon Estates (P) Ltd



Authorised Signatory

2. Shilpishree Choudhary
SHILPISHREE CHOUDHARY
5A, Bibhabati Bose Sarani, 2nd Floor
Woodburn Central, Kolkata - 700020

SIGNED, SEALED AND DELIVERED

for and on behalf of **HORIZON PLAZA PVT LTD**

at Kolkata in the presence of:

1. Suvanki Ghosh.
SUVANKI GHOSH
5A, Bibhabati Bose Sarani, 2nd Floor
Woodburn Central, KOLKATA - 700020

For HORIZON PLAZA PVT. LTD.



Authorised Signatory

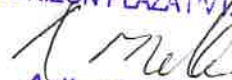
2. Shilpishree Choudhary
SHILPISHREE CHOUDHARY
Woodburn Central, 2nd floor,
5A, Bibhabati Bose Sarani,
Kolkata - 700020.

Horizon Estates (P) Ltd



Authorised Signatory

For HORIZON PLAZA PVT. LTD.



Authorised Signatory

Nikita Bhalari

Ghosh