

Sl. No. 56/18



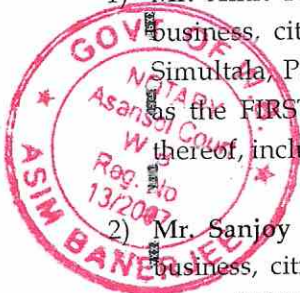
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Supplementary Limited Liability Partnership Agreement

This agreement is made at Asansol this 08th Day of August, Two Thousand and Seventeen between:

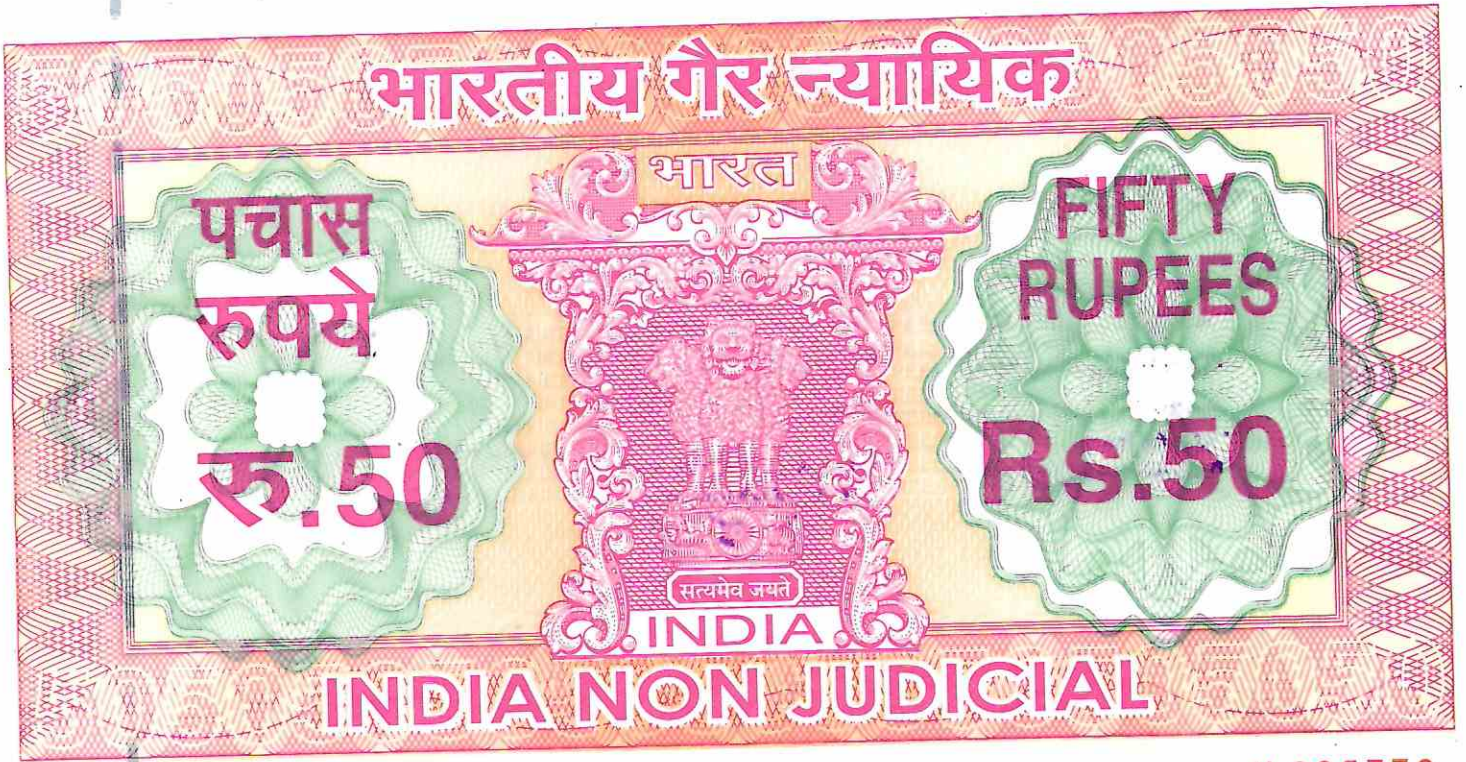
- 1) Mr. Amit Kumar Rai, s/o Mr. Kailash Rai aged about 35 years by faith Hindu, by occupation business, citizenship Indian, presently residing at Radhika Apartment, 1 No. Mohisila Colony, Simultala, P.O. Asansol-713303, P.S. Asansol(South), Dist- Burdwan (W.B), hereinafter referred to as the FIRST PARTY (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the FIRST PART.
- 2) Mr. Sanjoy Roy s/o Mr. Chandra Nath Roy, aged about 45 years, by faith Hindu, by occupation business, citizenship Indian, presently residing at S.B. Gorai Road, East of Ramsayer Maidan, P.O. Asansol-713301, P.S. Asansol(South), Dist- Burdwan (W.B), hereinafter referred to as the SECOND PARTY (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the SECOND PART.
- 3) Mr. Pranab Banik, son Mr. Krishan Chandra Banik by faith Hindu presently residing at 182, Sanghati Nagar, Mohishila Colony, Asansol (M Corp), Asansol South, Burdwan-713 303, hereinafter referred to as the THIRD PARTY (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the THIRD PART.
- 4) Mr. Sriram Sharma s/o Mr. Nemi Chand Sharma aged about 37 years, by faith Hindu, by occupation business, citizenship Indian, presently residing at Aradanga, Rambandhu Talaw, G.T. Road, Asansol-713303, P.S. Asansol(South), Dist- Burdwan (W.B), hereinafter referred to as the FOURTH PARTY (which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the FOURTH PART.



Amit Kumar Rai
Sanjoy Roy

Pranab Banik
Sriram Sharma
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AND

- 5) Mrs. Rita Jha w/o Late Devdutta Jha aged about 43 years, by faith Hindu, by occupation business, citizenship Indian, presently residing at 1/F03, Radhika Apartment, 1 No. Mohisila Colony, Simultala, Asansol-713303, P.S. Asansol(South), Dist- Burdwan (W.B), hereinafter referred to as the FIFTH PARTY (which expression shall, unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees) of the FIFTH PART.

(The FIRST PARTY, SECOND PARTY, and the THIRD PARTY are hereinafter collectively referred to as the 'CONTINUING PARTNERS' and the FOURTH PARTY and FIFTH PARTY are hereinafter referred to as the 'RETIRING PARTNERS')

Whereas,

- 1) The continuing partners and the retiring partners have been carrying on the business of builders and developers in the name of Siddhivinayaka Realty LLP (LLPIN.AAH-8678) (herein referred to as 'LLP') upon the terms and conditions contained in the Limited Liability Partnership agreement dated 23rd Day of November, 2016 and supplemented by LLP Agreement dated 16th Day of May, 2017 entered into by and between the continuing partners and the retiring partners.

- 2) The Retiring Partners have expressed her willingness to retire from the Firm.
- 3) The Continuing Partners have accorded their consent to the retirement of the Retiring Partners and agreed to carry on business on the terms and conditions contained hereinafter.

Amit Kumar Rai
Sanjay Ray

Pranab Bora
Ajay Sharma
Rishi Khan

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Now therefore it is agreed between the parties hereto as follows:

1. This Agreement is supplementary to the Limited Liability Partnership Agreement dated 23rd November, 2016 and supplemented by LLP Agreement dated 16th May, 2017 entered into by and between the continuing partners and the retiring partners.
2. The partners of the LLP are authorized to execute any of the agreements/deeds/ any other documents, either singly/jointly on behalf of the LLP to give effect to any of the business transactions as and when needed. Provided the transactions should be entered in the capacity of the partner of the LLP and not in individual capacity.
3. From the date of this Agreement, the Retiring Partners shall retire from the Firm and shall be entitled to full payment in respect of all their rights, title, assets, goodwill, trademark and interest, if any, in the Firm.
4. The registered office address of the firm shall continue to be Unit No. 9, Ground Floor, Vishnupriya I Apartment, Simultala, 1 No. Mohisila Colony, Asansol- 713303 or any such other place as all the designated partners mutually agreed upon.
5. The capital of the LLP shall be Rs.5,00,000 contributed by the continuing partners in the manner below mentioned-

Amit Kumar Rai	Rs.1,70,000
Sanjoy Roy	Rs.1,65,000
Pranab Banik	Rs.1,65,000

6. The Continuing Partners shall be entitled to share profits and losses as under:

Amit Kumar Rai	34.00%
Sanjoy Roy	33.00%
Pranab Banik	33.00%

7. The continuing partners shall be entitled to share the profits and bear the losses of the LLP in proportion to their respective shares in the LLP.
8. The voting rights of all the all the partners shall be in the ratio of their respective share in the profits of the LLP.
9. The Bankers of the LLP shall be such Bank(s), as all the partners may from time to time agree unanimously. Such account shall be operated in such manner as may be mutually agreed to by all the partners.
10. Except as modified by this agreement, the said LLP Agreement dated 23rd November, 2016 and supplemented by LLP Agreement dated 16th May, 2017 shall be read and construed as if the same had been executed by the Continuing Partners and continue to remain in force with the above amendments and shall be binding on the Parties hereto.

11. Notwithstanding anything said or provided herein, the Continuing Partners shall have full discretion to modify, alter, or vary the terms and conditions of this Agreement along with the LLP Agreement dated 23rd November, 2016, and 16th May, 2017, subject to the provisions of the Act, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Continuing Partners and thereupon the said writing shall become part of the LLP Agreement dated 23rd November, 2016 and supplemented by LLP Agreement dated 16th May, 2017.

12. In case of any dispute or difference between the Partners in relation to this agreement and/or LLP Agreement dated 23rd November, 2016, supplemented by LLP Agreement dated 16th May, 2017, the same shall be resolved amicably at the first instance, failing which it shall be referred to Sole Arbitration. The Sole Arbitrator shall be appointed by the consensus of the Partners and the arbitration shall be conducted in accordance with the provisions of the Arbitration and

Amit Kumar Rai
Sanjoy Roy

Pranab Banik
Rita Khan.

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Reconciliation Act, 1996 as amended from time to time. The venue of Arbitration shall be Asansol and the cost of Arbitration shall be borne by the Partners equally.

13. This Agreement shall be subject to the jurisdiction of Asansol Courts only.

IN WITNESS WHEREOF the above said parties have signed the supplementary deed of retirement on the day, month and year first above mentioned on their own free will and consent in the presence of the witnesses.

Signed and delivered by the within named Continuing Partners

Amit Kumar Rai

(First Party)

Sanjay Roy

(Second Party)

Pranab Borik

(Third Party)

Signed and delivered by the within named Retiring Partners

Arun Sharma

(Fourth Party)

Rishi Kha.

(Fifth Party)

In the presence of
Witnesses



(BRAHUL KUMR AGARWAL)

DURGAMONDIR - ASANSOL-03

2.

(Anand Gopal Paswan)

(ANAND GOPAL PASWAN)

SRIPUR - ASANSOL

I have Authenticated attested this
Instrument "A" being executed
admitted identified by the respective
Signatories before me

(Signature)
ASIM BANERJEE
NOTARY Reg. No 13/2007
Govt of W B. Asansol Court

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Annexure I and II to the Original LLP Agreement is substituted with the following Annexure I and

II

Annexure I

Details of Partners

Sl. No.	Name	Date of Birth	PAN	Communication Address
1	Mr. Amit Kumar Rai	05/08/1981	ARUPR1718F	Radhika Apartment, 1 No. Mohisila Colony, Simultala, Asansol- 713303
2	Mr. Pranab Banik	10/01/1973	AJYPB0503G	182, Sanghati Nagar, Mohisila Colony, Asansol- 713303
3	Mr. Sanjoy Roy	23/04/1972	ACQPR5422D	S.B. Gorai Road, East of Ramsayer Maidan, Asansol-713301

Annexure II

Details of Designated Partners

Sl. No.	Name	Date of Birth	PAN	Communication Address
1	Mr. Amit Kumar Rai	05/08/1981	ARUPR1718F	Radhika Apartment, 1 No. Mohisila Colony, Simultala, Asansol- 713303
2	Mr. Pranab Banik	10/01/1973	AJYPB0503G	182, Sanghati Nagar, Mohisila Colony, Asansol- 713303
3	Mr. Sanjoy Roy	23/04/1972	ACQPR5422D	S.B. Gorai Road, East of Ramsayer Maidan, Asansol-713301

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Amit Kumar Rai
Sanjoy Roy

Pranab Banik

Hilmi Khan.