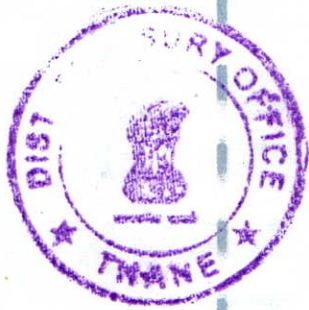




महाराष्ट्र MAHARASHTRA

2016

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SUPPLEMENTAL AGREEMENT TO THE ORIGINAL LLP
AGREEMENT
ON ADMISSION OF A NEW PARTNER
AND
FOR THE RETIREMENT OF PARTNER

For TRICITY REALTY LLP

For RPLK TRICITY REALTY LLP

Designated Partner / Authorised Signatory

Authorised Signatory / Designated Partner

SUPPLEMENTAL AGREEMENT TO THE ORIGINAL LLP AGREEMENT
ON ADMISSION OF A NEW PARTNER
AND
FOR THE RETIREMENT OF PARTNER

This **Supplemental LIMITED LIABILITY PARTNERSHIP Agreement** is dated 20th August, 2016 is made between the following parties viz. A, B, C and D:

A. Retiring Partner:

RPLK TRICITY REALTY LLP a registered LLP having no LLPIN- AAA-2499 and having Registered Office At 404, J K Chamber, Plot No 76, Sector No 17, Nr Golden Punjab Hotel, Vashi, Navi Mumbai, Thane, Maharashtra 400703 through its Authorised Signatory/ Designated Partner MR. SAVINDER SINGH LAMBAParty of the First Part. Herein after, party of the First Part is referred to as the retiring Partner.

B. LLP

TRICITY REALTY LLP (hereinafter called LLP) a Limited Liability Partnership, incorporated under the Limited Liability Partnership, Act 2008 (6 of 2009) under LLPIN AAF-1737of 2015, having its registered office at 1001/1002, Bhumiraj Costarica, Plot No. 1 & 2, Sector 18, Sanpada (E),Navi Mumbai Thane - 400705 (This expression unless repugnant to context or meaning where of shall include its successor to the title or assigns).... Party of the Second Part or the LLP.

C. Continuing Partners:

- I. **MANISH SRICHAND PARDASANI**son of SRICHAND LILARAM PARDASANI residing at 801, Laxmi Niwas, 16th Road, Khar (West), Mumbai, Maharashtra, India, 400052..... Hereinafter referred to as **Continuing Partner I.**
- II. **MOKSH SHRICHAND PARDASANI**son of SHRICHAND LEELARAM PARDASANIresiding at 701,Laxmi Niwas, 16 Th Rd, Khar(W), Mumbai, Maharashtra, India, 400052..... Hereinafter referred to as **Continuing Partner II.**
- III. **SAVINDER SINGH DEVINDER SINGH LAMBA** son of DEVINDER SINGH RAMSINGH LAMBAresiding at 501 / B, Sea Gull Chs , Shirley Rajan Road, Bandra (W), Mumbai, Maharashtra, India, 400050. Hereinafter referred to as **Continuing Partner III.**
- IV. **KULBIR SINGH DAYAL SINGH REKHI** son of DAYAL SINGH REKHI residing at 1202, Sabari Basera, Central Avenue Road, Opp Diamond Garden, Chembur, Mumbai, Maharashtra, India, 400071. Hereinafter referred to as **Continuing Partner IV**
- V. **HARVINDERSINGH DEVENDERSINGH LAMBA** son of DEVENDERSINGH LAMBA residing at A - 501, Sea Gull Chsl, Shirley Rajan Road, Bandra (W), Mumbai, Maharashtra, India, 400050. Hereinafter referred to as **Continuing Partner V.**

For TRICITY REALTY LLP

For RPLK TRICITY REALTY LLP

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VI. ANGAD KULBIRSINGH REKHI son of KULBIRSINGH REKHI residing at 1201, Sabari Basera, Central Avenue Rd, Chembur, Mumbai, Maharashtra, India, 400071..... Hereinafter referred to as **Continuing Partner VI**.

(Designated partners of the LLP, a Consenting Party, this expression unless repugnant to context or meaning where of shall include their legal heirs, administrators or successor or assigns) Party of the Third Part. Herein after, collectively referred to as the party of the Third Part or Continuing Partners or Consenting Party

D. Incoming Partner:

ARJUN KULBIRSINGH REKHI S/o. KULBIR SINGH REKHI residing at, at 1201, Sabari Basera, Central Avenue Rd, Chembur, Mumbai, Maharashtra, India, 400071 (this expression unless repugnant to context or meaning where of shall include his legal heirs, administrators or successor or assigns)... Party of the Fourth Part. Herein after, party of the Fourth Part is referred to as the **Incoming Partner**.

WHEREAS, the LLP has been formed, registered and on the date of execution constituted with the partners who have signed and executed LLP Agreement dated 16th November, 2015(hereinafter called LLP Original Agreement)read with Deeds of Admission / retirement as executed by the LLP along with Deed of Adherence, if any.

WHEREAS the Retiring partner has expressed its desire to retire from the LLP vide its LLP Resolution dated 01/08/2016 on the terms and conditions of LLP Agreement (Which has meaning as defined in clause 27 of LLP Agreement referred above and also on the other terms to be incorporated in this Deed.)

WHEREAS

The **Incoming Partner, ARJUN KULBIRSINGH REKHI** has agreed to contribute to the capital of the LLPas a Partner of the LLP and LLP Original Agreement shall be amended to this effect.

WHEREAS

The **Continuing Partner III**, has given his consent to increase his contribution and to alter his the share of Profit and Loss accordingly.

WHEREAS

The **Continuing Partner VI**has requested to reduce his contribution and to alter his share of profit and loss accordingly.

NOW WITH EFFECT FROM THE DATE OF EXECUTION OF THIS SUPPLEMENTAL LLP AGREEMENT IT IS HEREBY AGREED BY PARTIES (CONTINUING PARTNERS AND INCOMING PARTNER) THAT-

1. The Agreement is supplemental to LLP Original Agreement and made between the parties to the LLP on the terms of which the mutual rights and duties of the partners and their rights and duties in relation to the LLP is determined.
2. all the Continuing partners accepted the retirement of the retiring partners on the terms and the conditions of the LLP Agreement and also on the terms that

For TRICITY REALTY LLP



Designated Partner / Authorised Signatory

For RPLK TRICITY REALTY LLP



Authorised Signatory / Designated Partner



- a. The Retiring Partners offers and Continuing Partners Consents and the LLP accepts the retirement of retiring Partner from the LLP with effect from the date of execution of this agreement.
 - b. His account shall be settled as provided in the LLP Agreement.
 - c. The Retiring Partner shall adhere to the Confidentiality Agreement signed by him.
 - d. LLP shall intimate required procedure within the statutory period to intimate the retirement of the retiring partner to the Registrar.
 - e. LLP undertakes to indemnify the retiring partner from all actions, suits, proceedings arising out of any cause or action happening after the date of his retirement and to which he is not a party as a partner of LLP or holding out as a Partner of the LLP.
 - f. The retiring Partner confirms that he has been supplied with a copy of the LLP Agreement as amended from time to time till this date and he will maintain the same confidential even after his retirement and shall not copy, circulate or cause to be copied or circulated to any competitor or person having interest in the business of the LLP.
 - g. The retiring Partner hereby confirms and hereby covenants with the continuing Partners and the LLP to observe, perform and be bound by all the terms thereof which are applicable to the Retired Partners.
 - h. The Retiring Partners hereby covenants that he shall not do any act or commit any omission that derogates from the provisions of the LLP Agreement.
3. the LLP agreement shall be amended as follows:
- i. **In Clause 6, after Clause 6.2 of Original Agreement following shall be inserted:**

6.3 "A partner can reduce his Contribution of funds, towards the Limited Liability Partnership after obtaining the consent in writing of all the partners. Such Contribution and thus the consequent profit and loss sharing ratio shall be reduced by the partner in the ratio of above fixed capital unless otherwise agreed upon by all the partners. Such reduction in the contribution shall be debited from the current capital of partner in the books of LLP."
 - ii. **in Clause 21.1 of the Original Agreement**, in the matter in which Partners other than Designated Partners have right to participate, following shall be inserted:
 - Reduction of Capital Contribution under para 6.3 above.
4. the contribution of **ARJUN KULBIRSINGH REKHI (Incoming Partner)** shall be accepted.
 5. **ARJUN KULBIRSINGH REKHI (Incoming Partner)** shall also be a Designated Partner in the said LLP up on the terms and conditions of the said LLP Original Agreement thereby fixed with such modification as are hereinafter contained.
 6. Contribution and profit and loss sharing ratio of **SAVINDER SINGH DEVINDER SINGH LAMBA (Continuing Parnter III)** shall be increased.

For TRICITY REALTY LLP

Designated Partner / Authorised Signatory

For RPLK TRICITY REALTY LLP

Authorised Signatory / Designated Partner

7. Contribution and profit and loss sharing ratio of **ANGAD KULBIR SINGH REKHI (Continuing Partner)** shall be reduced.
8. The table provided under **Clause 6.1** of the Original Agreement w.r.t. Partners' Capital contribution will be substituted with the following table:

Sr No	Name	Nature of Contribution	Contribution towards Capital (in Rs.)
1	MANISH SRICHAND PARDASANI	Cash	16,670
2	MOKSH SHRICHAND PARDASANI	Cash	16,660
3	SAVINDER SINGH DEVINDER SINGH LAMBA	Cash	16,670
4	KULBIR SINGH DAYAL SINGH REKHI	Cash	25,330
5	HARVINDERSINGH DEVENDERSINGH LAMBA	Cash	16,670
6	ANGAD KULBIRSINGH REKHI	Cash	4,000
7	ARJUN KULBIR REKHI	Cash	4,000
	TOTAL		1,00,000

9. The table provided under **Clause 13.1** of the Original Agreement w.r.t. Profit/Loss sharing ratio, will be substituted with the following table :

Sr No	Name	Profit/Loss (in %)
1	MANISH SRICHAND PARDASANI	16.67
2	MOKSH SHRICHAND PARDASANI	16.66
3	SAVINDER SINGH DEVINDER SINGH LAMBA	16.67
4	KULBIR SINGH DAYAL SINGH REKHI	25.33
5	HARVINDERSINGH DEVENDERSINGH LAMBA	16.67

For **TRICITY REALTY LLP**

For **RPLK TRICITY REALTY LLP**

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6	ANGAD KULBIRSINGH REKHI	4
7	ARJUN KULBIR REKHI	4
	TOTAL	100

10. In "Clause 22" of the Original LLP Agreement, the words, "Shri Manish Pardasani, Shri Angad Rekhi, Shri Harvindersingh Lamba, Shri. Moksh Pardasani, Shri. Kulbir Singh Rekhi, Savinder Singh Lamba and M/s. RPLK Tricity Realty LLP through its one of the designated partners shall be designated partners." shall be removed and following table giving names and addresses of the Designated Partners shall be inserted :

Name of Designated Partner	Address
MANISH SRICHAND PARDASANI	801, Laxmi Niwas, 16th Road, Khar (West), Mumbai, Maharashtra, India, 400052
MOKSH SHRICHAND PARDASANI	701, Laxmi Niwas, 16 Th Rd, Khar(W), Mumbai, Maharashtra, India, 400052
SAVINDER SINGH DEVINDER SINGH LAMBA	501 / B, Sea Gull Chs , Shirley Rajan Road, Bandra (W), Mumbai, Maharashtra, India, 400050
KULBIR SINGH DAYAL SINGH REKHI	1202, Sabari Basera, Central Avenue Road, Opp Diamond Garden, Chembur, Mumbai, Maharashtra, India, 400071
HARVINDERSINGH DEVENDERSINGH LAMBA	A - 501, Sea Gull CHSL, Shirley Rajan Road, Bandra (W), Mumbai, Maharashtra, India, 400050
ANGAD KULBIRSINGH REKHI	1201, Sabari Basera, Central Avenue Rd, Chembur, Mumbai, Maharashtra, India, 400071
ARJUN KULBIR REKHI	1201, Sabari Basera, Central Avenue Rd, Chembur, Mumbai, Maharashtra, India, 400071

Except as modified by this agreement, the LLP Agreement of the date 16th November, 2015 (Original LLP Agreement Date) shall hereafter be read and construed as if the same had been executed by the Continuing Partners and Incoming Partner hereto.

The Parties hereby represents and warrants that:

- Authority: Each Party is fully empowered and has authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement.
- Validity: This Agreement has been duly executed and delivered by the Parties and constitutes a legal, valid and binding obligation of the Parties.
- This Deed shall be governed in all respects by the laws of India.

For TRICITY REALTY LLP

Designated Partner / Authorised Signatory

For RPLK TRICITY REALTY LLP

Authorised Signatory / Designated Partner

IN WITNESS WHEREOF THIS SUPPLEMENTAL AGREEMENT IS SIGNED BY THE PARTIES HERETO THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

FOR TRICITY REALTY LLP

For TRICITY REALTY LLP



Designated Partner / Authorised Signatory

KULBIR SINGH DAYAL SINGH REKHI

(On behalf of Continuing Partners)

Name :

Address:

For RPLK TRICITY REALTY LLP



Authorised Signatory / Designated Partner

SAVINDER SINGH DEVINDER SINGH LAMBA

(Retiring partner)

Name :

Address :



ARJUN KULBIRSINGH REKHI

(Incoming partner)

Name :

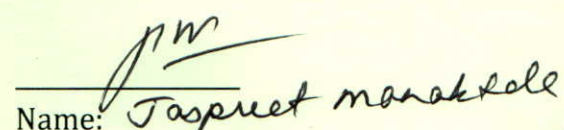
Address :

Witness to above signature



Name: Priyanka Telkar.

Address: 214-1st, Sector-3, Kalambohi, Navi Mumbai



Name: Jaspreet Manakale
Address: 501, Sai Swarna CHSL, Plot-5, Loc-11,
Koperkhairone, Navi Mumbai 400708.