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MTR Form Number-6



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| GRN | MH002128602202122E | BARCODE | [Barcode] | | Date | 11/06/2021-15:27:05 | Form ID | | |
| Department | | | | Inspector General Of Registration | | | | | |
| Type of Payment | | | | Non-Judicial Stamps General Stamps SoS Mumbai only | | | | | |
| Office Name | | | | GENERAL STAMP OFFICE MUMBAI | | Payer Details | | | |
| Location | | | | MUMBAI | | Full Name | | | |
| Year | | | | 2021-2022 One Time | | SUPREME SKY HIGH LLP | | | |
| Account Head Details | | | Amount In Rs. | | Premises/Building | | | | |
| 0030056201 General Stamps | | | 10000.00 | | 301 EVEREST CLASSIC | | | | |
| Road/Street | | | | LINKING ROAD KHAR WEST | | | | | |
| Area/Locality | | | | MUMBAI | | | | | |
| Town/City/District | | | | | | | | | |
| PIN | | | | 4 0 0 0 5 2 | | | | | |
| Remarks (If Any) | | | | STAMP DUTY ON LIMITED LIABILITY PARTNERSHIP AGREEMENT OF SUPREME SKY HIGH LLP | | | | | |
| Amount In | | | | Ten Thousand Rupees Only | | | | | |
| Total | | | | 10,000.00 | | Words | | | |
| Payment Details | | | | IDBI BANK | | | | | |
| Cheque/DD Details | | | | FOR USE IN RECEIVING BANK | | | | | |
| Cheque/DD No. | | | | Bank CIN | | Ref. No. | | 69103332021061112649 697546079 | |
| Name of Bank | | | | Bank Date | | RBI Date | | 11/06/2021-15:27:52 Not Verified with RBI | |
| Name of Branch | | | | Bank-Branch | | IDBI BANK | | | |
| | | | | Scroll No. , Date | | Not Verified with Scroll | | | |

Department ID :

Mobile No : 9892052456

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सादर घालणे केवळ दुय्यम निबंधक कार्यालयात नोंदणी करायच्या दस्ताव्याची लागू आहे. नोंदणी न करायच्या दस्ताव्याची सादर घालणे लागू नाही.

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Sunny Ramesh Bijlani
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LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED LIABILITY PARTNERSHIP is made at MUMBAI on 11th day of June, 2021

BETWEEN

SRB
Sunny Ramesh Bijlani

MR. SUNNY RAMESH BIJLANI, having residential address at 901, Elegant Co-op. Hsg. Soc. Ltd., 8th & 12th Road, Corner, Khar (West), Mumbai-400052, hereinafter referred to as the "Sunny" [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns] of the First Part.

AND

Sunny

MR. VISHAL SURESH JUMANI, having residential address at Flat nos. 701 and 702, 7th floor, Gym View Co-op. Hsg. Soc. Ltd., Plot no. 658, 16th Road, Khar (West), Mumbai-400052, hereinafter referred to as the "Vishal" [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns] of the Second Part.

AND

M/s. BIJLANI REALTY LLP a LLP incorporated under the Limited Liability Partnership Act 2008 having its registered address at 301, Everest Classic, Linking Road, Khar West, Mumbai-400052, hereinafter referred to as the "BRL" [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its heirs, executors, administrators and assigns] of the Third Part.

AND

M/s. JUMANI LANDMARKS LLP, a LLP incorporated under the Limited Liability Partnership Act 2008 having its registered 301, Everest Classic, Linking Road, Khar West, Mumbai-400052, hereinafter referred to as the "JLML" [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its heirs, executors, administrators and assigns] of the Fourth Part.

The First Part, Second Part, Third Part and Fourth Part are collectively referred to as the 'Parties'.

The First Part, Second Part, Third Part and Fourth Part are collectively referred to as the 'Partners'.

The First Part and Second Part are jointly referred to as the 'Designated Partners'.

WHEREAS:

- (A) The Parties of the First Part, Second Part, Third Part and Fourth Part have decided to form a Limited Liability Partnership for the purpose of undertaking some business as defined hereinbelow;
- (B) All the partners now entering into this Deed accepting the terms, undertakings and covenants contained herein and providing framework for satisfactory relationship between them and also defining the specific rights and obligations of each of them.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS:

In this Deed unless the context otherwise requires:

- 1.1. "Act" or "LLP Act" means the Limited Liability Partnership Act, 2008;
- 1.2. "Business" includes as follows
 - 1.2.1. To acquire land by purchase, lease or otherwise and to develop the same for residential, industrial, commercial purpose and to dispose them off by way of sale, lease or otherwise and to act as land developers, promoters, landscape planners, civil/layout consultants and /or to exploit, deal in properties, any interest, rights, privileges therein in any part of the world.
 - 1.2.2. To carry on in India or in part of the world, the business of civil engineers, structural engineers, property developers, civil constructions such as flyovers, dams, bridges etc, promoters and developers of commercial and residential complexes, city planners, residential layout developers, civil engineering projects, consultancy in civil engineering projects, construction works, architecture.
 - 1.2.3. To carry on the business of estates/property management including property, maintenance, renting, liason, service apartments, recreational facilities, property related activities and services including buying and selling, consultancy and to act as brokers and commission agents and to provide property related consultancy and management services.
- 1.3. "Contribution" means tangible or intangible property, movable or immovable property or other benefit provided by the Partners in the LLP, including money, promissory notes, other agreements to contribute cash or property, contract for services performed or to be performed by the Partner, as determined by the LLP Agreement from time to time;
- 1.4. "Control" means ability to influence any decision of a firm, limited liability partnership, body corporate /LLP through ownership, voting rights or control of the Partners, members or the Board of Directors as the case may be;

- 1.5. "Deed" or "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;
- 1.6. "Designated Partner" means any Partner designated as such;
- 1.7. "LLP" mean "Supreme Sky High LLP" incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act, 2008 dated 8th June, 2021 and holding LLP identification no. AAX-3164.
- 1.8. "Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement; and
- 1.9. "Registered Office" shall be 301, 3rd Floor, Everest Classic, Linking Road, Khar West, Mumbai – 400 052, or such other place as may be decided by the Partners from time to time.

2. INTERPRETATIONS:

- 2.1. References to any decisions of the Partners shall mean the approval by the Partners representing majority interest in the LLP in the ratio as set out in Clause 8, as amended from time to time, at such time, unless otherwise stated in this Deed or the context otherwise requires.
- 2.2. Reference to any statute or statutory provision includes a reference to that statute or provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments or orders made there under.
- 2.3. The plural includes the singular and references to any gender include references to all other genders. Words denoting persons include firms and body corporate.
- 2.4. Unless the context otherwise requires, reference to any Clause, paragraph or schedule shall mean reference to a Clause, paragraph or schedule (as the case may be) of or to this Deed.
- 2.5. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 2.6. Lists of examples shall be non-exhaustive and words such as "including" and "in particular" shall not be construed as limiting a wider class of things.

3. NAME OF LLP:

The name of LLP shall be "Supreme Sky High LLP".

4. PLACE OF EXECUTION:

Place of execution of the Agreement is Mumbai.

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5. DATE OF COMMENCEMENT:

The LLP shall commence its Business on the date of execution hereof.

6. REGISTERED OFFICE:

6.1. The LLP shall have its registered office at 301, 3rd Floor, Everest Classic, Linking Road, Khar West, Mumbai – 400 052 and/or at such other place or places, as shall be agreed to by the majority of the Partners from time to time.

6.2. Upon any change in the Registered Office, it shall be the responsibility of the Designated Partners to notify the LLP Registrar of any such change in accordance with the Act.

7. BUSINESS:

The Business of the LLP shall be as described in Clause 1.2 to this LLP Agreement or otherwise as the Partners shall, from time to time decide in accordance with the provisions of the Agreement

8. PARTNERS:

The capital contribution and the profit and loss sharing ratio of the Partners in the LLP shall be as set out in Clause 8 herein under.

9. CAPITAL CONTRIBUTION AND PROFIT AND LOSS SHARING RATIO:

9.1. The initial capital contribution of the partners to the LLP will be Rs.10,00,000/- (Rupees Ten Lakh Only) to be contributed in the ratio as mentioned below and any further capital shall be contributed by the Partners in their respective proportion as mentioned below. The Partners agree to contribute capital for purchase of any land or contribute to the capital of this LLP in the ratio as follows;

| Name of the Partners | Capital (INR) | Capital Contribution and Profit and Loss Sharing Ratio |
|---------------------------|------------------|--|
| Sunny Ramesh Bijlani | 10,000 | 1% |
| Vishal Suresh Bijlani | 10,000 | 1% |
| M/s. Bijlani Realty LLP | 4,90,000 | 49% |
| M/s. Jumani Landmarks LLP | 4,90,000 | 49% |
| Total | 10,00,000 | 100% |

Further contribution, if any, required by the LLP shall be brought by the Partners in their existing Fixed Capital Contribution ratio or at such ratio as may be agreed and decided by all of the Partners.

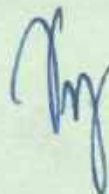
9.2. Profit and Loss Sharing Ratio:

- a) The profits or losses of the LLP shall be calculated at the end of every Financial Year and the same shall be allocated amongst the Partners at the end of every Financial Year in their profit and loss sharing ratio mentioned in Clause 9.1 hereinabove. Any change in the profit and loss sharing ratio shall be consented by all the Partners.
- b) In the event of any change in the profit and loss sharing ratio as mentioned above, during any Financial Year, the profit or losses for the period before change in the said ratio shall be allocated amongst the Partners in the old ratio and profit or losses for the period after change in the said ratio shall be allocated amongst the Partners in the new ratio.

10. ASSETS AND LIABILITIES:

- 10.1. On and from the date of commencement, all properties of the LLP, whether movable or immovable, tangible or intangible, including actionable claims, rights, interest belonging to the LLP statutorily vests in the LLP and all liabilities of the LLP also statutorily becomes the liabilities of the LLP in accordance with the provisions of the LLP Act without any further assurance, act or deed.
- 10.2. The said assets and liabilities of the LLP shall be recorded by the LLP at their respective book values as recorded in the books of accounts of the LLP as on the Date of Commencement.
- 10.3. Loans and others debts due to Partners by LLP on the Date of Commencement shall be recorded as Partners Loan Account.
- 10.4. All the assets acquired by the LLP shall be assets of the LLP. No Partner or Former Partner shall have any direct personal financial interest in the assets of the LLP apart from:
 - a) any amounts recorded in such Fixed Capital Account and Partner's Current Account;
 - b) any amounts withheld in such Fixed Capital Account and Partner's Current Account by the LLP to be paid on his behalf or to be paid to such Partner by the LLP in order that such Partner may pay such amount to a Revenue Authority; or

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- c) the share in the accrued distributable Profits of the LLP as shown in the Accounts to which he is entitled but which has not yet been credited to his Fixed Capital Account and Partner's Current Account.

10.5. If at any time, any Partner agrees to assign to the LLP any asset which such Partner would contribute to the LLP as his/her/its contribution, such Partner shall waive all right, title and interest in respect of any such asset assigned in favor of the LLP.

11. RIGHTS AND POWERS OF PARTNERS:

- 11.1. Every Partner shall have the right to access and to inspect and copy any books of the LLP during normal business hours.
- 11.2. Each of the Partner hereto shall be entitled to carry on their own, separate and independent business as hereto 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 it/he/she shall not use the name of the LLP to carry on the said business.
- 11.3. Every Partner may seek repayment of the loans advanced or deemed as advanced by him to the LLP in accordance with the terms of such sums advanced or deemed as advanced from time to time.
- 11.4. On voluntary retirement of a Partner, the retiring Partner shall be entitled to full payment in respect of all its/his/her rights, title and interest in the LLP.
- 11.5. On voluntary retirement or death of a Partner 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, if any, due to him up to the time of his demise or retirement and be paid at the earliest as may be decided by the other Partners of the LLP, subject to required adjustments between his Fixed Capital Account and Partner's Current Account and income account transactions and transfers made till the death or retirement as the case may be, 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 his death or retirement occurs until the end of the calendar month in which the event takes place. However, in the event any one of his heir or heirs will be admitted as a Partner with the consent of all other Partners then such heir or heirs will step into the shoes of the deceased Partner and there will be no settlement in cash / cheque of the Deceased Partner's account.
- 11.6. Rights and Duties of the Partners shall be governed by the Deed.
- 11.7. Changes in the Deed from time to time, if any, must be filed with the Registrar.

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11.8. A person / entity may cease to be a Partner in accordance with the Deed, and it/he/she shall give 30 (Thirty) days prior notice to the LLP.

11.9. Every Partner shall intimate to the LLP any change in its/his/her name or address.

12. DUTIES OF PARTNERS:

12.1. Each Partner shall be just and faithful to the other Partners in all transactions relating to the LLP.

12.2. Each Partner shall render true accounts and full information of all things affecting the LLP to any Partner.

12.3. Every Partner shall provide to the LLP an account of any benefit derived by it/him/her, without the consent of the LLP, of any transaction related to the LLP or for any use by it/him/her of the property, name or any business connection of the LLP.

12.4. Punctually pay and discharge the separate debts and engagement and indemnify and keep indemnified the other partners and the LLP against the same and all proceedings, costs, claims and demands in respect thereof.

12.5. Unless otherwise decided, each of the Partners shall give time and attention as may be required for the fulfillment of the objectives of the LLP's business.

12.6. The Partners shall be responsible for all acts arising out of this Deed and required to be done in accordance with the provisions of the Act.

12.7. Every partner shall indemnify the LLP and the other existing Partners for any loss caused to it by his fraud in the conduct of the business of the LLP.

13. BORROWINGS:

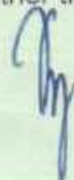
For the purpose of the business of the LLP, the LLP shall be at liberty to borrow any money by raising loan from any Bank, Financial Institutions, NBFC or any other person at the prevailing rate of interest with the consent from all the Partners. The Borrowing may be secured or unsecured, and the security may be created by the parties wherever required.

14. TRANSFER / ASSIGNMENT OF PARTNERSHIP INTEREST / SHARE:

In case any of the Partner or Partners of the LLP desire to transfer or assign his/her/its interest or share in the LLP, he/she/they has to offer the same only to the remaining Partners by giving 30 days' notice ('the Offer'). In the absence of any reply communication by the remaining Partners, the concerned Partner cannot transfer or assign his share to any other person and shall be required to continue as a Partner till



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such time that the LLP decides to return the capital contribution and the share in the profits or losses (if any) of the Partner in the LLP.

15. INTER SE RELATION AMONG PARTNERS AND THEIR RELATION WITH THE LLP:

Every Partner shall for the purpose of the business of the LLP, be the agent of the LLP, but not of other Partners.

16. LLP NOT TO BE BOUND BY CERTAIN ACTS:

16.1. The LLP shall have no liability if:

- a. A Partner does anything for which he has no authority.
- b. The person who is dealing with a Partner knows or has reason to believe that such Partner has no authority to act.
- c. The LLP shall not be liable to any person if a Partner has acted wrongfully, in violation of his authority.
- d. Any obligation of the LLP arising out of contract or otherwise shall solely be that of the LLP and shall not bind the Partners.
- e. No Partner shall be liable, directly or indirectly, for any wrongful act or omission by any other Partner.

17. ACTS AND THINGS REQUIRED TO BE DONE BY THE PARTNERS IN RESPECT OF THE COMPLIANCE REQUIREMENTS UNDER THE APPLICABLE PROVISIONS OF THE ACT:

17.1. Majority of the Partners shall appoint the Designated Partners.

17.2. Every Partner/ Designated Partner shall cease to be a Partner of the LLP in accordance with the Agreement and not otherwise.

17.3. Designated Partners shall give at least 30 (Thirty) days prior notice in writing before resigning from the LLP.

17.4. A resigning Partner / Designated Partner shall file a notice of resignation with the Registrar if it / he have reason to believe that the LLP would not file the same with Registrar.

17.5. Every Partner/ Designated Partner shall furnish all necessary information which may be required by the Registrar.

18. POWERS TO BE EXERCISED BY PARTNERS ONLY WITH THE CONSENT OF MAJORITY OF THE PARTNERS:

18.1. No Partner shall without the written consent of other Partners, transfer or assign its/his/her interest in the LLP to a person other than a Partner.

- 18.2. Adoption of annual accounts and distribution of profit of the LLP.
- 18.3. Shifting of registered office of the LLP.
- 18.4. Changing the objects as stated in Clause 1.2 of this Agreement.
- 18.5. Changing the Designated Partners either by addition or by removal.
- 18.6. To pay any remuneration to the Designated Partners.
- 18.7. To expel any Partner found acting in a fraudulent manner.
- 18.8. To accept resignation of any Partner from the LLP.
- 18.9. To admit new Partner or heir / heirs of any Deceased Partner as a new Partner.
- 18.10. Winding up the LLP.
- 18.11. The majority of Partners shall have the right, to engage or, except for gross misconduct, dismiss any employee of the LLP.
- 18.12. Employing any money, goods or effects of the LLP or pledging the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
- 18.13. Declare any other address as its address for service of documents, under sub-section (2) of Section 13 of the Act.

19. DESIGNATED PARTNERS:

The following individuals shall be the "Designated Partners" of the LLP:

| Sr. No. | Name | DIN / DPIN |
|---------|----------------------|------------|
| 1. | Sunny Ramesh Bijlani | 05004664 |
| 2. | Vishal Suresh Jumani | 02298802 |

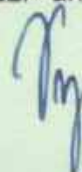
In the event that if there are only two Partners, being individuals, both shall be Designated Partners. If any of the Partners is a Person other than an individual, then such Person shall nominate an individual through a resolution to be the Designated Partner of the LLP. Such Partner shall be at liberty to also authorize another individual to act for such Designated Partner during his absence.

20. DUTIES OF DESIGNATED PARTNERS:

- 20.1. The Designated Partners shall appoint such individuals as they shall deem necessary for the day-to-day operation and management of the LLP and shall




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delegate such duties, responsibilities and authorities to such individuals as may be necessary for the Business purpose.

- 20.2. 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 this Act and other applicable Acts including filing of any document, return, statement of accounts, etc.
- 20.3. All funds of the LLP shall be deposited in its name in such banking account or accounts as shall be determined by the Designated Partners. The LLP's bank account shall be operated by the Designated Partners or in such manner as may be unanimously decided by all the Partners present in the meeting in which such decision is taken. It is hereby also provided that, any authorized signatory of the LLP for the purpose of operating the bank accounts shall continue to act as an authorized signatory of the LLP for the purpose of operation of LLP bank accounts.
- 20.4. The Designated Partners of the LLP shall, within a period of six months from the end of each Financial Year shall cause to be prepared the annual statements of accounts and solvency for the Financial Year including the capital account, assets and liabilities, profits and losses of the LLP, and shall sign the same for submission to the Statutory Authorities.
- 20.5. The statements of accounts and solvency of the LLP made each year, as above, shall be audited by a qualified Chartered Accountant in practice in accordance with the rules prescribed under section 34(3) of the Act, namely, Rule 24 of the LLP Rules & Forms, 2009 ("said Rules"). It shall be the responsibility of the Designated Partners of the LLP to comply with Rule 24 of the said Rules in every respect.
- 20.6. The Designated Partners shall be responsible for the doing of all acts arising out of this Agreement.
- 20.7. Every Designated Partner should ensure the following from the time to time:
- a) Protect the property and assets of the LLP;
 - b) To carry on the business for the greatest advantage of the LLP;
 - c) Ensure statutory compliance by the LLP;
 - d) 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;

21. MANAGEMENT AND ADMINISTRATION:

i. Management Rights:

The Partners hereby delegate to the Designated Partners, the day to day management of the LLP and compliance requirements under the Act and all other statutory regulations. The said Designated Partners shall be responsible for the overall management of the LLP, including implementation of its policies, direction and management of the Business, and shall call and hold such meetings and take such decisions as they, in their absolute discretion deem fit, from time to time. The said Designated Partners shall keep a record of their decisions.

ii. Decision by Majority:

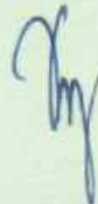
Unless otherwise provided herein or prescribed in the Act, all specific decisions will be made on a 'majority' basis. Reference to 'majority' shall be made to in the context of the profit sharing ratio of the Partners.

iii. Meetings of Partners:

- a) Any meeting of the Partners may be called by giving 7 (seven) days' notice to all the Partners at their residential address or by email or by fax. In case any urgent meeting is to be convened the requirement of notice has to be ratified by all the Partners. The notice may be also being given by way of electronic means. The Quorum for the meeting of Partners shall be at least two (2) or one third ($1/3^{\text{rd}}$) of the total number of Partners, whichever is higher, present either in person or through teleconferencing, videoconferencing, or through any other telecommunication / electronic media, to which the Partners may agree to.
- b) Any matter discussed in a meeting of the Partners shall be decided by a resolution passed by a majority of the Partners and for this purpose, each Partner shall have voting rights equal to his/her capital contribution ratio.
- c) Any meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of all the Partners or by way of any electronic mode, which may include video conferencing, teleconferencing, etc.
- d) A resolution pertaining to any business of the LLP required to be passed at a meeting of the Partners may also be passed by way of resolutions by circulation.
- e) The LLP shall ensure that decisions taken by it are recorded in the minutes within 30 (thirty) days of taking such decisions and are kept and maintained at the registered office of the LLP.



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22. DETAILS OF INDEMNITY:

- 22.1. The LLP shall indemnify each partner in respect of any payments made and personal liabilities suffered by him—
- a) in the ordinary and proper conduct of the Business of the LLP; or
 - b) in or about anything necessarily done for the preservation of the Business or property of the LLP.
 - c) 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.
- 22.2. Every partner shall indemnify the LLP for any loss caused to it by his / her fraud in the conduct of the Business of the LLP.

23. ADMISSION OF NEW PARTNERS:

- 23.1. A new Partner shall not be introduced in the LLP unless consent of all the Partners is obtained. Such incoming Partner shall give his prior consent to act as Partner of the LLP.
- 23.2. The contribution of the partner may be tangible, intangible, moveable or immoveable property and the incoming partner shall bring a minimum contribution as may be decided by all the Partners.
- 23.3. The profit sharing ratio of the incoming partner shall be as per the mutual agreement between the ensuing partners and new partners.

24. RETIREMENT & RESIGNATION:

24.1. Resignation of Designated Partners

A Designated Partner may resign from the LLP upon giving notice in writing to the LLP and to the other Designated Partners and Partners. Such notice shall take effect upon the expiry of 30 (thirty) days from the date of the said notice, save that in the event that such resignation would reduce the number of Designated Partners of the LLP to one, then the notice shall not take effect until the Partners appoint at least one new Designated Partner in accordance with the provisions of this Deed to fill the vacancy to be created by the said notice.

24.2. Retirement of Partners

If any Partner gives to other Partners, notice of intention to retire from the LLP, such notice shall be of not less than 30 (thirty) day's duration or such other period as the Partners may mutually agree and shall be made in writing. On the expiry of the said notice, the Partner shall retire from the LLP.

24.3. Deemed Retirement on Death and Incapacity

- a) A Partner who is suffering from Incapacity may be required to retire from the LLP by the other Partners by giving him at least 30 (thirty) days' notice.
- b) A Partner shall be deemed to have retired from the LLP upon his death. The other Partners shall have liberty to invite legal heir(s) of the deceased Partner, to become a Partner in accordance with the provisions of this Deed. Such legal heir shall within thirty (30) days of receipt of the request from the other Partners convey his decision in writing whether he shall opt for or not to becoming a Partner in the LLP.
- c) A Partner shall be deemed to have retired on his being expelled from the LLP in accordance with the provisions of this Deed.

25. EXPULSION OF PARTNER AND TERMINATION OF HIS PARTNERSHIP

If any Partner assigns, or encumbers his / her share in the LLP without the consent of the other partner(s) or becomes bankrupt or a lunatic or otherwise permanently incapable of attending to the LLP Business or commits breach of any of the provisions of this Agreement or commits any criminal offence or does or suffer from any act which would be a ground for the dissolution of the Partnership by the Court/Tribunal and in any such case it shall be lawful to Expel or Terminate such Partner if the majority of partners so decide.

26. FURTHER PROVISIONS RELATING TO DEATH OR RETIREMENT:

- 26.1. The share in the Profits or Losses of the LLP attributable to a Partner on his retirement or death shall be calculated as follows:
- 26.2. such Partner's share in the Profits or Losses of the LLP shall be determined in accordance with the audited accounts made up to the date of his death or retirement or expulsion and the same shall be adjusted to his Fixed Capital and Current Accounts;
- 26.3. such Partner or his Representatives, as the case may be, shall be bound by a certificate signed by the Auditor setting out the balance in the Fixed Capital and Current Accounts of such Partner of the LLP;



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26.4. in the event the Auditor certifies that a sum is owed to such Partner or his Representative, as the case may be, by the LLP, then the same shall be payable as may be mutually decided by the other partners or his Representative, as the case may be.

27. RESOLUTION OF DISPUTES:

All disputes between the Partners or between any Partner(s) and the LLP arising out of the Agreement, which cannot be resolved in terms of this Agreement, shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996. The disputes shall be subject to Mumbai Jurisdiction.

28. DURATION AND VOLUNTARY WINDING UP:

The LLP shall be in existence till such time that the majority of Partners decide that the LLP shall be liquidated. Death, retirement or insolvency of any Partner shall not dissolve the LLP.

29. MISCELLANEOUS PROVISIONS:

a) Change in name and/or registered office address

The LLP may change its name and/or registered office from one place to another by following the procedure as laid down in the Act.

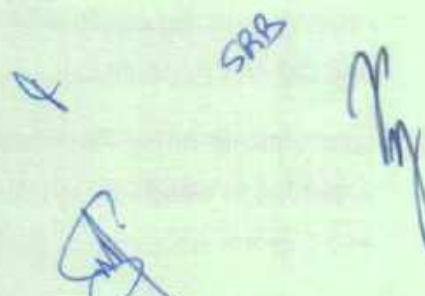
b) Appointment / Removal of Auditor

The Partners of the LLP may appoint or remove an auditor from office at any time by following the procedure as laid down in the Act.

c) Accounting year

The accounting year of the LLP shall be from April 1 of each year to March 31 of the subsequent year. The first accounting year shall be from the date of commencement of the LLP till March 31 of the subsequent year. The Partners may decide to change the accounting year, as may be required, if the same is made permissible under the applicable law.

IN WITNESS WHEREOF the Parties have put their respective hands the day and year first hereinabove written.



SIGNED as a deed by)

MR. SUNNY RAMESH BIJLANI)



SIGNED as a deed by)

MR. VISHAL SURESH JUMANI)



SIGNED as a deed by)

M/s. BIJLANI REALTY LLP)

Through its designated Partner)

Mr. Ramesh T. Bijlani)

For BIJLANI REALTY LLP



Designated Partner

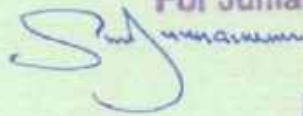
SIGNED as a deed by)

M/s. JUMANI LANDMARKS LLP)

Through its designated Partner)

Mr. Suresh Juman")

For Juman" Landmarks LLP



Designated Partner

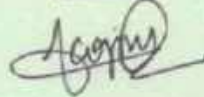
In Witness

1. M. SREEKUMAR NAIR.
[ACCOUNTANT]

2. SANDEEP AGINE
(Manager - Liaisoning)



Add:- 3/16, Krishna Bldg, Dr. Batliwala
road, Parel. Mumbai - 400012.



A/402, Ambika Heritage,
Plot no. 1, Sector No. 1, Kharapur
Navi Mumbai - 410210.

DATE: 11/06/2021

PLACE: MUMBAI

3.

For JASJIT & CO.
CHARTERED ACCOUNTANTS


(JASJIT SINGH NARANG)
FRN : 149247W
MEMBERSHIP NO : 126988

403-B WING,
LEO BLDG, 24th ROAD,
KHAR(W), MUMBAI-52.

**LIMITED LIABILITY PARTNERSHIP DEED
OF
SUPREME SKY HIGH LLP**

BETWEEN

**MR. SUNNY RAMESH BIJLANI
(FIRST PART)**

AND

**MR. VISHAL SURESH JUMANI
(SECOND PART)**

AND

**M/s. BIJLANI REALTY LLP
(THIRD PART)**

AND

**M/s. JUMANI LANDMARKS LLP
(FOURTH PART)**

DATED [____] June 2021

