



महाराष्ट्र MAHARASHTRA

2024

CR 976547

SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT

OF

'EUROPATIK INTEX LLP'
(Section 23(1) of LLP Act, 2008)



श्रीम. एल. एस. सांगळे

THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT ("Agreement") is made and executed at Mumbai on this 12th day of August, 2024.

BY AND AMONG:

1. **Mr. Amit Dhannalal Jalan** (DIN 0021069), an Indian inhabitant, aged about 48 years and presently residing at 101, Uday Joy Apartment, Plot No. 52, N.S. Road No. 4, Near Cooper Hospital, Juhu, Vile Parle (West), Mumbai - 400056, Maharashtra, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, legal representatives, successors and administrators) (hereinafter referred to as **Continuing Partner No. 1**);
2. **Mr. Vedant Jalan** (DIN 10729574), an Indian inhabitant, aged about 25 years and presently residing at 503, Chalet Amar, C D Barfiwala Road, Juhu, Vile Parle (West), Mumbai - 400049, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, legal representatives, successors and administrators) (hereinafter referred to as **Continuing Partner No. 2**);

I. G. Singh

Vedant

Pratik A. Singh





3. **Mr. Jai Gunvantraj Singhvi** (DIN 00408876), an Indian inhabitant, aged about 40 years and presently residing at 801, Liva Roca, Gulmohar Cross, Road No. 12, Juhu, Mumbai - 400049, Maharashtra, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, legal representatives, successors and administrators) (hereinafter referred to as **Retiring Partner**);

AND

4. **Euro Pratik Sales Private Limited** (CIN: U74110MH2010PTC199072), a Company registered under the provisions of the Companies Act, 1956, presently having its Registered Office at 602, Peninsula Heights, Near C D Barfiwala Bridge, Andheri (West), Mumbai - 400058, Maharashtra, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns, liquidators and administrators) (hereinafter referred to as **Incoming Partner**).

WHEREAS

1. The Continuing Partners along with Retiring Partner hereto above referred have been carrying on the business under the name and style of **"EUROPRATIK INTEX LLP"** **Registration No.: ACI-7517** (hereinafter referred to as "the LLP"), an LLP registered under Limited Liability Partnership Act, 2008 on 2nd August, 2024, in terms of Limited Liability Partnership Agreement ended into on 8th August, 2024 ("Initial Limited Liability Partnership Agreement").
2. The Retiring Partner Mr. Jai Gunvantraj Singhvi has desired and decided to retire from the LLP w.e.f. 12th August, 2024. The Incoming Partner Euro Pratik Sales Private Limited intends to join the LLP with effect from 12th August 2024.
3. The remaining Partners have no objection in admitting Incoming Partner as Partner of the LLP.
4. It has been agreed among the parties hereto that the retirement shall not affect the continuance of the business of the said LLP and the business to be carried by the Continuing Partners and Incoming Partner.

NOW THEREFORE THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT executed in terms of Section 23(1) of the Limited Liability Partnership Act, 2008 **WITNESSETH** and it is hereby agreed by and among the parties hereto as follows:

1. The Retiring Partner do hereby declare and confirm that he has retired from the LLP constituted under the Initial LLP Agreement dated 8th August, 2024 executed among the Continuing Partner No. 1, Continuing Partner No. 2 and Retiring Partner and the business of the said LLP shall as from the date of this Agreement be carried on by the Continuing Partners along with Incoming Partner for their own benefit in such manner as they may deem fit.

J. G. Singhvi

Nedant
Ambar

Pratik Singhvi





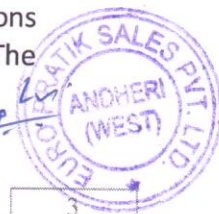
2. The Retiring Partner do hereby admit and acknowledge unequivocally that upon the execution of this Supplementary Agreement, the retiring partner has received from LLP as in full and final payment and satisfaction of all the amounts standing to the credits of Retiring Partner in the accounts of the LLP including amount of his capital, interest and share of profits in the LLP as well as in full payment of the amount due on account of all the share, rights, titles and the interest of the Retiring Partner in the LLP and in all the capital, assets, effects and goodwill thereof and the Retiring Partner has accepted all the consideration money in full discharge and satisfaction of all rights conferred upon the Retiring Partner on his retirement from the LLP.
3. The Retiring Partner do hereby agree, confirm and acknowledge that he do not have and shall not have any claim or demand against the Continuing Partners and each of them doth hereby release the Retiring Partner from all actions, accounts, claims and demands in relation to the said Initial LLP Agreement dated 8th August, 2024 and the Continuing Partners do hereby agree, confirm and acknowledge that they do not have and shall not have any claim or demand against the Retiring Partner from all actions, accounts, claims, demands, covenants, agreements, matters and things in relation to the said Initial LLP Agreement dated 8th August, 2024.
4. The Continuing Partners shall be entitled to collect all the assets of the LLP and to demand, sue for, recover, receive and give full and effectual receipts and discharges for all debts and effects of or due or arising or belonging to the LLP and to settle all accounts relating to any of the said debts or claims and to institute and to prosecute any suits, actions or other proceedings for compelling payment or delivery thereof.
5. In order to enable the Continuing Partners to get in and receive the LLP assets, effects and premises, the Retiring Partner do hereby irrevocably authorize the Continuing Partners and each of them acting jointly and severally to do all acts and deeds in the name of the LLP with right and authority to the Continuing Partners with effect from execution of this Agreement to ask, demand, sue for, recover and receive and to sign and give full and effectual receipts and discharges for all and singular the assets and effects of or due or owing or otherwise belonging to the LLP or any part thereof and otherwise to act in the premises for the purposes aforesaid as the Continuing Partners may think proper and generally to use, take and prosecute every or any method or expedient whatsoever for recovery and receiving the LLP assets and effects or any part thereof in as full, ample and beneficial in a manner as the Retiring Partner and Continuing Partners might or could jointly have done in case the Retiring Partner had continued to be a partner in the LLP. The Continuing Partners agree to indemnify and shall at all times keep the Retiring Partner save, harmless and indemnified of, from and against any claims, actions or demands made by any person or authority for any action or deed undertaken by the Continuing Partners as above in relation to the said LLP with effect from execution of this Agreement.
6. The Continuing Partners hereby agree, acknowledge and accept that from the date of retirement, the Retiring Partner shall not be liable or responsible for any acts or omissions of the LLP or any of the Continuing Partners or from any tax or liabilities of the LLP. The

I. G. Singh

Vedant

Arul

Pratik G. Singh





Continuing Partners do and each of them doth hereby agree to indemnify and shall keep the Retiring Partner save, harmless and indemnified of, from and against any actions taken against the Retiring Partner and/or any claims, demands or proceedings made and/or filed against the Retiring Partner or any of them from any act or omission of the Continuing Partners or the LLP with effect from the date of execution of this Agreement. Any stamp duty or any other charges or dues payable by reason of the Retiring Partner retiring from the LLP and the Continuing Partners continuing with the LLP and the business thereof and/or any stamp duty and other taxes or charges payable on any of the properties and assets of the LLP by reason of the Retiring Partner retiring from the LLP shall be to the account of and paid and cleared by the Continuing Partners / LLP. In the event of any demands, and/or claims filed by any person or authority in relation to any taxes, duties, charges or dues in relation to the Retiring Partners retiring from the LLP and the business thereof, the Continuing Partners shall be liable and responsible to clear the same and under no circumstances shall the Retiring Partner be liable in respect thereof.

7. The Continuing Partners do and each of them doth hereby jointly and severally covenant with the Retiring Partner that they the Continuing Partners will at all times hereafter bear and pay and discharge all the debts and liabilities including tax liabilities of the said LLP and indemnify and keep indemnified the Retiring Partner from all actions, proceedings, claims, costs, duties, charges, expenses and demands in respect thereof including any claim or demand of any taxes, duties, charges or dues in relation to the Retiring Partner retiring from the LLP and the Continuing Partners continuing with the LLP and the business thereof and/or any taxes, duties or charges payable on any of the assets and properties of the LLP by reason of the Retiring Partner retiring from the said LLP.
8. The necessary intimation of the retirement of the Retiring Partner shall be given by the Continuing Partners or any of them to requisite authorities and to all persons concerned in the manner provided under LLP Act.
9. The Retiring Partner shall upon such request being made and at the costs of the Continuing Partner / LLP sign, execute and do such further documents, deeds, papers, acts and things as the Continuing Partner may reasonably require for completely effectuating this Agreement.

NOW THEREFORE WITH CONTINUING PARTNERS AND INCOMING PARTNER THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT executed in terms of Section 23(1) of the Limited Liability Partnership Act, 2008 **WITNESSETH** and it is hereby agreed by and among the parties hereto as follows:

1. The LLP business will be carried on in the same name and at the same place of business as at present.
2. The business of the LLP will be the same as presently carried on and may be changed or added to with the consent of all the remaining partners.

J. C. Singh

Vedant

Pratik Singh



3. The new contribution ratio and capital amount of the partners after the aforesaid changes will be as follows:

Sl. No.	Name of Partners	Capital Contribution	
		(Amount in Rs.)	%
1.	Mr. Amit D. Jalan	11,750	23.50
2.	Mr. Vedant Jalan	11,750	23.50
3.	Euro Pratik Sales Private Limited	26,500	53.00
Total		50,000	100.00

4. The Europratik Sales Private Limited shall introduce its capital contribution of Rs. 26,500/- (Rupees Twenty-Six Thousand Five Hundred only).
5. The excess capital employed by the Continuing Partner No. 1 and Continuing Partner No. 2 be refunded upon execution of this Agreement.
6. The revised share of the parties hereto in the net profit and loss of the LLP will be as follows:

Sl. No.	Name of Partners	Share in the profit and loss (%)
1.	Mr. Amit D. Jalan	23.50
2.	Mr. Vedant Jalan	23.50
3.	Euro Pratik Sales Private Limited	53.00
Total		100.00

7. With effect from execution of this Agreement, the Designated Partners of the LLP shall be as follows:
- (i) Mr. Amit Dhannalal Jalan, (DIN 00211069);
- (ii) Mr. Vedant Jalan, (DIN 10729574); and
- (iii) Euro Pratik Sales Private Limited through its Authorised Representative Mr. Jai Gunvantraj Singhvi (DIN 00408876).
8. Subject to otherwise provided herein, the terms and conditions mentioned in the Initial Limited Liability Partnership Agreement dated 8th August, 2024 shall be binding on the parties as if the same formed part and parcel thereof.
9. The change in the constitution of the said LLP made by this Agreement be notified or registered under the LLP Act, and Income Tax Act, as per the legal requirements thereof.

J. C. Singhvi

Vedant

Pratik Singhvi



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

Signed by the within named

PARTNERS:

Amit

Mr. Amit Dhannalal Jalan
(Continuing Partner No. 1)

Vedant

Mr. Vedant Nitesh Jalan
(Continuing Partner No. 2)

Jai Singhvi

Mr. Jai Gunvantraj Singhvi
(Retiring Partner)

Pratik Singhvi

Euro Pratik Sales Private Limited
(Incoming Partner)
Represented through Authorized Signatory
Mr. Pratik Gunwatraj Singhvi, authorized by
resolution passed by the Board of Directors of
the Company in its meeting held on 12/08/24



WITNESSES:

1) Rohit Varpe
Varpe

14, Jay Bharat Soc.,
389, Patel Nagar,
Santacruz (E), Mum-55.

2) Anil Kumar A. Jadhav

Anil
Ambika Nagar,
Dombivli (E) - 421 201.

Brajesh C. Yadav
13/8/24
BRAJESH C. YADAV
ADVOCATE & NOTARY
GOVT. OF INDIA
Flat No. 505, Bldg. No. 21-G, Laxmi C.H.S.,
Sangharsh Nagar, Chandivali Farm Road,
Andheri (East), Mumbai - 400 072