



MAHARASHTRA
14 AUG 2018
मुद्रांक प्रमुख लिपीक
व. को. अ. औरंगाबाद.

2018

23 AUG 2018

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Shiny Sabir L.L.P.

रामेश्वर शिखरे
स्टॅम वेन्डर कोर्ट, औरंगाबाद
परवाना क्र. 3101004

Second Supplemental Agreement
to Limited Liability Partnership Agreement
(AVENUEGOLD LANDMARKS LLP)

This Agreement is made and executed on this 23rd August, 2018 at Aurangabad between;

1. Mr Deepak Jethmalji Parmar, S/o Jethmal Ratanchandji Parmar, aged 44 years, Occ: Business, Flat No 20 Vh Heights, Anguribagh, Aurangabad - 431001.

(hereinafter collectively called as the Continuing Partners); Party of the First Part, First Party.

2. (i) Mr Sambhaji Ramkrishna Atkare, S/o Ramkrishna Radhakrishna Atkare, aged 45 years, -
Occ: Business, R/o N-3, Plot No 89, Cidco, Aurangabad - 431005.

(ii) Mr Vinay Chandmal Surana, S/o Chandmal Sumermal Surana, aged 42 years, Occ:
Business, Sumermal Surana Traders, First Floor, Mahavir Chowk, Aurangabad - 431005.
(hereinafter collectively called as Continuing Partners); Party of the Second Part, Second
Party.

Whereas the Continuing Partners are carrying on the business of constructions and real
estate under the title & name, M/s AVENUEGOLD LANDMARKS LLP (hereinafter referred as
LLP) carried on from the premises at Shop No 4/5, 02nd Floor, P No G - 8, Town Center,
Aurangabad - 431003 in terms of Limited Liability Partnership Agreement dated 15.03.2016
and First Supplemental Agreement dated 07.06.2018.

Whereas the Continuing Partners desirous of doing Project-A and Project-B on
Amalgamated Plot No 1 & 2 through Order No-JK.MNP/NRV/SSNR/2018/156, Dated-
03/02/2018, totally Admeasuring 2963.39 Sq.Mtr at Gut No 31, Itkheda, and Aurangabad.
The Plot is owned by the LLP but both the Projects are separate from each other and not
connected in any manner whatsoever.

The permission for the construction is received; vide permission No 971/2017-18 through
File No 263/17/2017-18 Dt 06.02.2018.

Project -A shall be of flatted building (A) with 24 flats at initial stage and after the additional
FSI is obtained, it shall construct additional 18 flats that means there will be total 42 flats in
Project-A . & Project-B shall be of 14 Row Houses.

Now this Deed witnessed as follows:

1) That this agreement is a Second supplement to the Deed of Limited Liability
Partnership Agreement dated 15.03.2016 and First Supplemental Agreement dated
07.06.2018 made and executed at Aurangabad.

- 2) Project-A of 42 flats and Project-B of 14 Row Houses shall be considered as separate Projects, though constructed at same premises. Deepak Parmar (Party of the First Part, First Party) shall construct Project-A and Sambhaji Atkare and Vinay Surana (Party of the Second Part, Second Party) shall construct Project-B.
- 3) First Party shall plan, construct, sell, dispose off, and maintain the Project-A. Flatted building (A) with 24 flats at first stage and 18 flats thereafter with the help of purchase of additional FSI. TDR or paid premium FSI cost shall be borne by First Party and shall be utilized for construction of said additional 18 flats only.
- 4) Second Party shall plan, construct, sell, dispose off, maintain the Project-B (14 row houses).
- 5) Separate RERA registration shall be done & obtained, for each of the Projects by Parties A & B separately. All compliances under RERA Act shall be done by Parties independently, without any role/responsibility/liability of the other Party, for its Projects including but not limited to, quality construction, statutory permissions & approvals, in time project completion, & obtaining the occupancy certificate from corporation, sanitation & sewage system, rates & taxes of State & Central Government, etc.
- 6) Each Party shall deal with the customer compliant, waivers, guarantees relating to its Project independently. The liabilities/penalties/duties/taxes, whether existing or contingent, relating to the Project shall be borne by each Party independently. First Party shall not be held responsible for Project-B of 14 Row houses and Second Party shall not be held responsible for Project-A of 42 flatted building.
- 7) Separate Bank Accounts shall be maintained by both the Projects for expenses and income. Separate Books of Accounts shall be maintained for each Project and shall be audited as Branch Audit by the Auditors of the LLP. Consolidation of books of Accounts shall be done at end of each year.
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8) First Party shall be entitled to share the profits and bear the losses of Project A, as per the Branch Audit and Second Party shall be entitled to share the profits and bear the losses of Project B.

That except as modified by this agreement, the Limited Liability Partnership Agreement dated 15.03.2016 and First Supplemental Agreement dated 07.06.2018 shall hereafter be read and construed as if the same had been executed by the Partners hereto.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.



Signed and Delivered by Deepak Jethmalji Parmar
(Continuing Partner) First Party



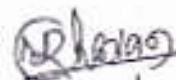
Signed and Delivered by Vinay Chandmal Surana
(Continuing Partner) Second Party



Signed and Delivered by Sambhaji Ramkrishna Atkare
(Continuing Partner) Second Party

Witnesses:

1. Name:  Ramesh S. Gajke
Address: Harsul, Aurangabad
Occ: Service

2. Name:  Nazendra R. Charan
Address: Harsul, Aurangabad
Occ: Service

