

महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुबई प.मु.वि.क. ८००००३ 22 FEB 2024 सक्षम अधिकारी श्री. अतुल कि. किरडे

SUPPLEMENTARY DEED OF ADMISSION AND RE-CONSTITUTION OF

FABL INTERNATIONAL TECHNOLOGIES LLP

(FORMERLY KNOWN AS FABLIFE PROCESS TECHNOLOGIES LLP)

This Supplementary Agreement is made on this Of day of March, 2024 at Mumbai,

Maharashtra, in continuation of the initial LLP Agreement dated 04th October, 2016, and

first supplementary agreement dated 15th May, 2018 and second supplementary agreement
dated 2nd November, 2023 entered

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BETWEEN

1. Fabtech Technologies International Limited, a Public Limited Company incorporated under Companies Act, 1956 having its Registered office at 717, Janki Centre, Off. Veera Desai, Road, Andheri (West), 400053, Maharashtra, India, through its Authorised Representative, Mr. Ausaf Ahmed Usmani, which expression shall, unless it be repugnant to the context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the "Outgoing/Retiring Partner" of the First Part;

2. Fabtech Technologies Private Limited, a Private Limited Company incorporated under Companies Act, 2013 having its Registered office at 715, Janki Centre, Off. Veera Desai, Road, Andheri (West), 400053, Maharashtra, India, through its Authorised Representative, Mr. Amjad Adam Arbani which expression shall, unless it be repugnant to the context thereof, include their legal heirs, successors, nominees and permitted assigned and thereinafter called the "Incoming Partner" of the Second Part;

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3. FABL International Technologies LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at 503, Vishakha Arcade, Off. Veera Desai Road, Amboli, Next to M.V.M School, Andheri (West), Mumbai City, Mumbai. Maharashtra, India, 400053 through its Designated Partner, Mr. Aasif Ahsan Khan, with DPIN- 00156111, which expression shall, unless it be repugnant to the context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the "Continuing Partner" of the Third Part.

RECITALS:

- Mr. Aasif Ahsan Khan and Mr. Ausaf Ahmed Usmani are the current Designated Partners of the LLP.
- The Fixed Capital contributed by the Outgoing and Continuing Partner as under vide its agreement dated 04th October, 2016 was INR 1,00,000/- (One Lakh Only).
- 3. Fabtech Technologies International Limited (Outgoing Partner) and Aasif Ahsan Khan (Continuing Partner) are carrying on business in partnership in the name of M/s. FABL International Technologies LLP under the Agreement dated 04th October, 2016, first supplementary agreement dated 15th May, 2018 and second supplementary agreement dated 2nd November, 2023, and having registered office at 503, Vishakha Arcade, Off. Veera Desai Road, Amboli, Next to M.V.M School, Andheri (West), Mumbai City, Mumbai, Maharashtra, India, 400053.
- The Continuing partner and the Outgoing Partner have agreed to admit the Incoming Partner-Fabtech Technologies Private Limited as a partner in place of the Retiring Partner.
- The Incoming Partner in its Board Meeting held on 5th February, 2024 approved its admission in FABL International Technologies LLP as Partner having nominated Mr. Amjad Adam Arbani as the Designated Partner.
- The Outgoing Partner desires to assign or transfer his share in the said Partnership to the Kar.
 New Partner and retire from the partnership.
- 7. It is agreed to enter into this agreement to give effect to the said transaction.

NOW THIS SUPPLEMENTARY LLP AGREEMENT WITNESSES AND HEREBY MUTUALLY AGREED BY AND BETWEEN THE ABOVE SAID PARTIES HERETO:

1. The Continuing Partner admits the Incoming Partner as a Designated Partner of the said Partnership in place of the Outgoing Partner and on the basis of the same terms and conditions as are contained in the said Deed of Partnership dated 04th October, 2016, and first supplementary agreement dated 15th May, 2018 and second supplementary agreement dated 2nd November, 2023 as if the Incoming Partner was a party to the said Deed of Partnership in place or instead of the Outgoing Partner except that the New Partner will not

He is only

be entitled to the benefits by way of profits earned during the period up to the date of these presents.

 That pursuant to the admission of the Incoming Partners, the following are the Designated Partners of the LLP-

Sr. No.	Name of the Designated	100 W	PAN of the Designated Partners
1	Amjad Adam Arbani	02718019	
2	Aasif Ahsan Khan	02/10019	AEFPA2994C
- Lusti Alisan	Alisan Khan	00156111	AAQPK2312P

 The share of the Incoming Partner in the capital assets and profits and losses of the Incoming Partner in the said Partnership will be the same as that of the Retiring Partner under the said Deed of Partnership.

 The capital contribution between the Continuing Partner and the Incoming Partner is same as before with the exception of Change in name of partner.

5. The proportion of the net profits and losses as allocated between the Incoming Partner and the Continuing Partner is same as before with the exception of Change in name of partner:

Sr. No.	Name of the Partner	% of Share of Profit/Loss
1	Fabtech Technologies Private Limited	99.99
2	Aasif Ahsan Khan	0.01
		100



Purchase Consideration: The Purchase Consideration for change in Partner in the LLP i.e.
 Purchase from Retiring Partner by the Incoming Partner is to be payable as per the Valuation
 Report given by the Registered Valuer/Merchant Banker.

7. The Continuing Partner agree to indemnify and keep indemnified the Retiring Partner against all loss, costs, charges and expenses that the Retiring Partner may suffer or incur on account of any claim being made against him as a Partner of the said firm.

 The said Partnership between the Continuing Partner and the New Partner will continue hereafter on the same terms and conditions as are contained in the said Deed of Partnership.

9. The change in the Constitution of the said Partnership hereby affected will be notified to the Registrar's office by the Designated Partners in accordance with the provisions of the Act within the prescribed time and will also be widely published amongst the business

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community in due course. The continuing partner and the new partner give unconditional undertaking that name of the retiring partner shall not be used in any business transaction from date of this retirement.

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

SIGNED, SEALED AND DELIVERED

FABTECH TECHNOLOGIES INTERNATIONAL LIMITED (Through its Authorized Representative Mr. Ausaf Ahmed Usmani)

In presence of:

Witness:

Name: Kiran Pawar

Address: 407, Street Shiyum Sankool, Bhandar Aari, Halusopaba (447) - 401203

Signature: HIV

SIGNED, SEALED AND DELIVERED

FABTECH TECHNOLOGIES PRIVATE LIMITED (Through its Authorized Representative Mr. Amjad Adam Arbani)

In presence of:

Name: Lohi 1 Mas K1 Address: Yashoda Balan chaul, 6, Nandas Magan Bhandup West 400078

Signature: \

SIGNED, SEALED AND DELIVERED

FABL INTERNATIONAL TECHNOLOGIES LLP (Through its Authorized Representative Mr. Aasif Ahsan Khan)

In presence of:

Witness:

Address: Ate lung, Count for, Samuel Ashou Bidy, Vitur (Less)
Signature. Moldos

Signature:

MRS, KASTURI G. KARKER ADVOCASE / NOTATIV PUBLIC GR. BOMBAY Righ. No. 546 Shop No. 11, Mona Shopping Centre. Near Navrang Cinama, Andher (Vest), Mumbai - 400 GSB, Expiry Date-06/06/2027

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Before me

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