भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँचसौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ 10 MAR 2026 EK 680010

जिल्हा कोषागार कार्यालय ठाणे

26 FEB 2026

सह दुय्यम निबंधक / निबंधक

SUPPLEMENTARY LLP DEED

(DEED OF RECONSTITUTION AND ACQUISITION OF CONTROLLING RIGHTS)

(Executed pursuant to Section 23 of the Limited Liability Partnership Act, 2008)

This **Supplementary LLP Deed** (hereinafter referred to as the **"Deed"**) is executed at Mumbai, Maharashtra, on the **1st day of April, 2026** (hereinafter referred to as the **"Execution Date"**), by and between the Parties described hereinbelow:

(1) **Mr. Nilesh Futarmal Jain**, S/o Mr. Futarmal Dalichand Jain, an adult Indian national residing at A-4903, Floor 49th, One Avighna Park, Mahadev Palav Marg, Near Curry Road Station, Parel, Mumbai – 400 012, Maharashtra, India, which expression shall, unless repugnant to the context

जोडपत्र-२ / Annexure-II 237159

10 MAR 2026

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक	दिनांक
२. दस्ताचा प्रकार	Agr / AFF / POA / Bank / I. Bond / Shipping / Tender
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव	VISHWAS V. AWAGHADE B.A. LL.B.
६. दुसऱ्या पक्षकाराचे नाव	Advocate High Court Mumbai Kurla - 400 070.
७. हस्ते असल्यास त्यांचे नाव	Lalit
८. मुद्रांक शुल्क रक्कम	१०० / ५००
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रिचे ठिकाण/ पत्ता	रामदास कि. महारनवर जुना परवाना क्र.०१५/०[illegible] नवीन परवाना क्र.१२०१०२८ ए-५८/१०, सेक्टर-२१, तुर्भे, नवी मुंबई-४०० ७०५.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्याबाबत १ महिन्यात याबाबी लेखापरीक्षक आहे

or meaning thereof, be deemed to include his legal heirs, executors, administrators, successors-in-interest, nominees and permitted assigns (hereinafter referred to as the **"First Party"**);

(2) **Mrs. Sheela Suresh Jain**, W/o Mr. Suresh Futarmal Jain, an adult Indian national residing at Flat No. C-5301/5302, The World Towers, World View, Off Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, Maharashtra, India, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include her legal heirs, executors, administrators, successors-in-interest, nominees and permitted assigns (hereinafter referred to as the **"Second Party"**);

(3) **Mr. Naman Manish Jain**, S/o Mr. Manish Futarmal Jain, an adult Indian national residing at 1803 A Wing Vardhaman Heights, Byculla (East), Mumbai 400027, Maharashtra, India, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, executors, administrators, successors-in-interest, nominees and permitted assigns (hereinafter referred to as the **"Third Party"**);

AND

(3) **Royal Chain Limited** *(Formerly known as Royal Chains Private Limited and Royal Chain Private Limited)*, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 101, Floor 1st, Plot No. 127/129, Bhagat Building, Shaikh Memon Street, Zaveri Bazar, Kalbadevi, Mumbai – 400 002, Maharashtra, India (CIN: U74120MH2013PLC247888), duly represented by its Managing Director, **Mr. Suresh Futarmal Jain**, who is duly authorised to execute this Deed on its behalf, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns (hereinafter referred to as the **"Fourth Party"**or **"RCL"**).

The First Party, Second Party, Third Party and Fourth Party are hereinafter collectively referred to as the **"Partners"** and individually as a **"Partner"**.

RECITALS

A. The First and Second Parties are partners in a limited liability partnership known as **Aalishaan Jewels LLP** (hereinafter referred to as the **"LLP"**), incorporated under the provisions of the Limited Liability Partnership Act, 2008 (the **"LLP Act"**) and governed by a limited liability partnership agreement dated April 06, 2023 (the **"Original Agreement"**), as amended by supplementary deeds dated April 01, 2024 and June 11, 2024 (the Original Agreement together with all amendments thereto is hereinafter referred to as the **"Existing LLP Agreement"**).

B. The Partners have mutually agreed to reconstitute the LLP with effect from the Execution Date by (i) inducting Mr Naman Jain as the incoming partner with 0.33% share in profit and loss and (ii) inducting Royal Chain Limited as the Incoming Partner with majority capital contribution and , controlling ownership, and governing rights in the LLP (hereinafter referred to as the "**Acquisition of Controlling Rights**").

C. RCL has agreed to infuse substantial capital contribution into the LLP and, consequent thereto, acquire majority economic interest, controlling rights and operational oversight in the LLP, thereby effectuating a commercial and legal acquisition of control in the LLP.

D. The First and Second Parties shall continue to contribute to operational execution, business development, client management and day-to-day administration of the LLP, in their capacity as Designated Partners and subject to such directions and conditions as determined in this Deed.

E. The Partners are desirous of recording the revised capital structure, profit-sharing arrangement, governance framework, management rights, reserved matters and other terms and conditions governing the reconstituted LLP through this Deed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, the following expressions shall have the meanings ascribed to them herein below, unless the context otherwise requires:

(a) **"Deed"** means this Supplementary LLP Deed (Deed of Reconstitution and Acquisition of Controlling Rights), together with all schedules, annexures and amendments thereto;

(b) **"Execution Date"** means April 01, 2026, being the date on which this Deed is executed by all the Parties;

(c) **"Existing LLP Agreement"** means the Original Agreement dated April 06, 2023 as amended on April 01, 2024 and June 11, 2024;

(d) **"Incoming Partners"** means Royal Chain Limited, the Fourth Party and Mr. Naman Manish Jain, the Third Party herein, which are being admitted as Partners in the LLP pursuant to this Deed;

(e) **"Continuing Partners"** means Mr. Nilesh Futarmal Jain, the First Part and Mrs. Sheela Suresh Jain, the Second Party herein.

(e) **"LLP"** means Aalishaan Jewels LLP, the limited liability partnership to which this Deed relates;

(f) **"Reserved Matters"** has the meaning ascribed to it in Clause 5 of this Deed;

(g) **"Acquisition of Controlling Rights"** means the acquisition by RCL of majority capital contribution and controlling economic interest in the LLP pursuant to this Deed;

(h) **"Acquisition Effective Date"** means the Execution Date, being the date from which the Acquisition of Controlling Rights shall be deemed to have taken effect.

1.2 Interpretation

Unless the context otherwise requires: (a) words importing the singular include the plural and vice versa; (b) references to one gender include all genders; (c) references to 'Clauses' are to clauses of this Deed; (d) references to any statute or statutory provision include any subordinate legislation made thereunder, and any amendment, re-enactment or replacement thereof; (e) the word 'including' shall mean 'including without limitation'; and (f) headings are for convenience only and shall not affect construction of this Deed.

2. RECONSTITUTION OF THE LLP

2.1 Mr. Naman Manish Jain (Third Party) is hereby admitted as a **Partner** of the LLP with effect from the Execution Date and willing to bring in capital contribution.

2.2 Royal Chain Limited (Fourth Party) is hereby admitted as a **Partner** of the LLP with effect from the Execution Date, with majority capital contribution and controlling rights as more particularly described in this Deed.

2.3 The constitution of the LLP shall stand reconstituted as stated herein, and all requisite filings, intimations and registrations shall be made with the Registrar of Limited Liability Partnerships within the timelines prescribed under the LLP Act and the Limited Liability Partnership Rules, 2009.

3. ACQUISITION OF CONTROLLING RIGHTS BY ROYAL CHAIN LIMITED

3.1 Acquisition of Controlling Rights

With effect from the Acquisition Effective Date, Royal Chain Limited shall, by virtue of its majority capital contribution and by express agreement of all Partners, be deemed to have taken over the controlling interest and management supervision of the LLP.

3.2 Scope of Acquisition

The Acquisition shall extend to and include all of the following:

(a) overall strategic direction, framing of business policy and long-term planning of the LLP;

(b) approval rights in respect of all Reserved Matters specified in Clause 5; and

(c) such other rights and powers as are necessary to give full effect to the Acquisition and RCL's controlling interest in the LLP.

3.3 Acknowledgement by Continuing Partners

The Continuing Partners hereby irrevocably acknowledge, consent and confirm that: (a) the acquisition by RCL is in the best interest of the LLP; (b) they shall not challenge, contest or impede the exercise by RCL of its controlling rights under this Deed; and (c) they shall promptly execute such further documents and take such further steps as may be required to give full force and effect to this Deed.

4. CAPITAL CONTRIBUTION AND PROFIT/LOSS SHARING

4.1 With effect from the Execution Date, the revised capital contributions and the profit and loss sharing ratios of the Partners in the LLP shall be as set out in the table below:

Sr. No.	Name of Partner	Capital Contribution (INR)	Profit & Loss Sharing (%)
1.	Royal Chain Limited (Fourth Party / RCL)	INR 99,000/-	99.00%
2.	Mr. Nilesh Futarmal Jain (First Party)	INR 340/-	0.34%
3.	Mrs. Sheela Suresh Jain (Second Party)	INR 330/-	0.33%
4.	Mr. Naman Manish Jain (Third Party)	INR 330/-	0.33%

4.2 The capital contributions set out above represent the revised total capital structure of the LLP as on and from the Execution Date. Incoming Partners shall make or shall be deemed to have made its capital contribution in such manner and within such timelines as may be agreed between Incoming Partners and the LLP.

4.3 All profits and losses of the LLP shall be shared and borne by the Partners in the ratios specified above, unless otherwise mutually agreed in writing by all the Partners.

5. RESERVED MATTERS

5.1 Notwithstanding anything to the contrary in the Existing LLP Agreement or otherwise, the following matters (collectively, the **"Reserved Matters"**) shall require the prior, express and written consent of Royal Chain Limited before any action is taken or commitment made:

Suresh J Sheela S. Jain

(a) admission, induction, expulsion or removal of any Partner;

(b) any change in the capital structure, capital contribution amounts or profit/loss sharing ratios of the Partners;

(c) any amendment, modification or restatement of this Deed, the Existing LLP Agreement or any other constitutional document of the LLP;

(d) any conversion, amalgamation, merger, demerger, restructuring, dissolution or winding up of the LLP;

(e) any borrowings, loans, credit facilities, guarantees or financial commitments beyond the ordinary course of business, or beyond such limits as may be mutually agreed between the partners;

(f) creation of any charge, mortgage, pledge, lien, hypothecation or other encumbrance over the assets or property of the LLP;

(g) any capital expenditure exceeding such threshold as mutually agreed between the partners from time to time;

(h) opening, closing or modification of the operating mandate of any bank account of the LLP;

(i) entry into any related party transactions, contracts or arrangements;

(j) any change in or expansion of the principal business activities or objects of the LLP;

(k) acquisition or disposal of any material asset, undertaking or business of the LLP;

(l) entry into any joint venture, strategic alliance, partnership or long-term commitment on behalf of the LLP;

(m) appointment, removal or variation of the terms of engagement of any key managerial personnel, auditor, legal advisor or other significant consultant;

(n) settlement, compromise or withdrawal of any material dispute, claim or litigation involving the LLP;

(o) commencement or authorisation of any legal proceeding or arbitration that may result in material financial exposure or reputational risk to the LLP;

(p) No Partner shall take any unilateral action, incur any liability, enter into any commitment or bind the LLP in any manner that exceeds the scope of ordinary day-to-day operational activity

(q) any response to, or action arising from, a material regulatory action, inquiry or investigation affecting the LLP's business; and

(r) any other matter that may, in the reasonable opinion of RCL, materially affect the ownership, management, finances, reputation, operations or strategic interests of the LLP.

5.2 Any purported action taken in respect of a Reserved Matter without the prior written consent of RCL shall constitute material breach of the LLP Agreement and the LLP and defaulting partner shall be liable for consequences arising therefrom.

6. MANAGEMENT AND GOVERNANCE

6.1 Strategic Control

The overall strategic direction, governance supervision and controlling interest of the LLP shall vest primarily with RCL. RCL shall exercise its controlling rights through its authorised representative(s) and may issue such directions, guidelines and approvals as is appropriate for the efficient management and governance of the LLP.

6.2 Role of Designated Partners

The Designated Partners shall be responsible for the following operational and administrative functions of the LLP:

(a) day-to-day administration and operational management of the LLP;

(b) implementation of business plans, strategies and decisions as approved by partners;

(c) business development, sourcing of new opportunities and management of client relationships;

(d) supervision and management of staff, employees and service providers;

(e) compliance with applicable laws, regulatory requirements and statutory filings; and

(f) such other duties and responsibilities as may be assigned or delegated to them by RCL from time to time.

Nothing contained herein shall relieve designated partners from statutory responsibilities under LLP Act.

7. BANKING AND FINANCIAL CONTROLS

7.1 The bank accounts of the LLP shall be operated by the Designated Partners of the LLP and subject to such signatory authorities as may be determined and notified by Partners from time to time.

7.2 All financial records, books of accounts and statements of the LLP shall be maintained in such form and produced for inspection as and when required by the Partners.

8. REPRESENTATIONS AND WARRANTIES

Each of the Continuing Partners hereby severally represents and warrants to Incoming Partners as of the Execution Date that:

(a) they have full legal capacity, authority and power to enter into this Deed and to perform their obligations hereunder;

(b) this Deed constitutes valid, binding and enforceable obligations upon them;

(c) there is no litigation, proceeding, arbitration, claim or investigation pending or threatened against them or the LLP which would materially affect the Acquisition or the terms of this Deed;

(d) neither the LLP nor any of the continuing Partners is in material breach of any law, regulation, contract or obligation as of the Execution Date; and

(e) all information furnished to Incoming Partners in connection with this Deed and the Acquisition is true, complete and accurate in all material respects.

9. COVENANTS OF CONTINUING PARTNERS

Each of the Continuing Partners hereby undertakes and covenants that, from and after the Execution Date, they shall:

(a) diligently discharge their respective roles and responsibilities as assigned from time to time;

(b) promptly disclose to LLP any conflict of interest, competing business or other circumstance that may be adverse to the interests of the LLP;

(c) not, without the prior written consent of LLP, engage directly or indirectly in any business activity that competes with or is adverse to the interests of the LLP;

(d) maintain strict confidentiality in respect of all financial, operational, commercial and strategic information of the LLP; and

(e) not take any action, or omit to take any action, the result of which would be to prejudice, dilute or undermine the controlling interest of RCL in the LLP.

10. PREVAILING EFFECT

10.1 In the event of any inconsistency, conflict or ambiguity between the provisions of this Deed and the provisions of the Existing LLP Agreement, the provisions of this Deed shall prevail and govern to the extent of such inconsistency or conflict.

10.2 This Deed shall be read and construed harmoniously with the Existing LLP Agreement to the extent that both instruments can operate concurrently without inconsistency.

11. CONTINUING VALIDITY

11.1 Except to the extent expressly modified, supplemented or superseded by this Deed, all terms and conditions of the Existing LLP Agreement shall continue in full force and effect and be binding upon all Partners.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Deed shall be governed by and construed in accordance with the laws of India, including the Limited Liability Partnership Act, 2008, and the rules and regulations made thereunder.

12.2 Any dispute, difference or claim arising out of or in connection with this Deed, or the breach, termination or invalidity thereof, shall first be attempted to be resolved by good-faith negotiations between the Partners. If such dispute is not resolved within thirty (30) days of written notice by the aggrieved Party, the matter shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. The seat and venue of arbitration shall be Mumbai, Maharashtra, India. The language of arbitration shall be English.

12.3 Subject to the arbitration clause above, the Courts at Mumbai, Maharashtra shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Deed.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Deed, read together with the Existing LLP Agreement, constitutes the entire agreement between the Partners with respect to the subject matter hereof and supersedes all prior representations, understandings, negotiations and agreements in respect thereof.

13.2 Severability

If any provision of this Deed is held to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and the remaining provisions of this Deed shall continue in full force and effect.

13.3 Waiver

No failure or delay by any Party in exercising any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof.

13.4 Notices

All notices, communications and other documents to be given under this Deed shall be in writing and delivered by hand, registered post with acknowledgment due, email (with read receipt confirmation) or courier to the addresses of the Partners as set forth in this Deed or as notified in writing from time to time.

13.5 Execution

This Deed may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed valid and binding.

IN WITNESS WHEREOF, the Partners have executed this Supplementary LLP Deed (Deed of Reconstitution and Acquisition of Controlling Rights) at the place and on the date first written above.

For Royal Chain Limited Name: Suresh Futarmal Jain Designation: Managing Director	Witness 1: Name: Occupation: Address:
  Mr. Nilesh Futarmal Jain Designated Partner	
  Mrs. Sheela Suresh Jain Designated Partner	Witness 2: Name: Occupation: Address:
  Mr. Naman Manish Jain Partner	