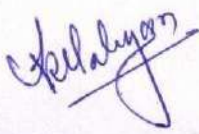


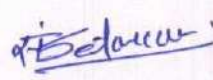
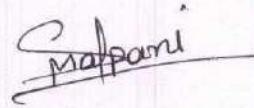
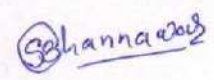
3. Shri. Kailash Chaudhari S/o Arun Chaudhari, Age 42 years R/o Plot no 10 Ushakiran Housing Society, Mahasoba Nagar, Harsool Aurangabad:- 431003. Hereinafter referred to as the "party of the Third Part" or the Third Partner. (Continuing partner)
4. Shri. Madhukar Sarode, S/o Bhagwat Sarode Age 54 years, R/o Plot No. 5, "Akash" Mahasoba Nagar, Harsool Aurangabad:-431003. Hereinafter referred to as the "party of the Fourth Part" or the Fourth Partner. (Continuing partner)
5. Shri. Ravindra Rambhau Mahajan, Age 65 Years, R/o House no 3, Hirkan Housing Society, Vedant Nagar Aurangabad, Maharashtra-413005. Hereinafter referred to as the "party of the Fifth Part" or the fifth Partner. (Continuing partner)
6. Mr. Santosh Bhagwanrao Satarkar, Age 44 Years, R/o, Plot no. 88, opposite Balaji Mandir, Tilak Nagar, Aurangabad, Maharashtra - 431001. Hereinafter referred to as the party of the Sixth Part or the sixth partner. (Continuing partner)
7. Mrs. Sarika Nandkishor Malpani D/o Subhashchandra Bihani , Age 40 Years, R/o Ramkunj, Railway Station Road, New Osmanpura, Aurangabad Maharashtra-431005. Hereinafter referred to as the party of the Seventh Part or seventh partner. (Continuing partner)
8. Mrs. Sunita w/o Venkatesh Shrinewar, Age: 42 Years, Row House No - E 04, R/o Sara Samrudhi, Wadgao Kolhati, Near Dashinmukhi Balaji Mandir, Waluj, Bajaj Nagar, Aurangabad-431001. Hereinafter referred to as the party of the Eighth Part. (Continuing partner)

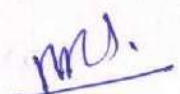
And

9. Mr. Rahul Satarkar s/o Bhagwanrao Satarkar, Age 40 years, R/o. 88, Tilak Nagar, Opp Balaji Mandir, Aurangabad, Maharashtra 431001. Hereinafter referred to as the party of the Ninth Part or Ninth Partner. (Continuing partner)

(Which expression shall, wherever the context so requires or admits, is deemed to mean and include them, their respective heirs, executors, administrators and assigns.)



Whereas the all partners except the second partner have been carrying on the business of Builders & Developers under the name and style as M/s Gurudatta Towers, at Aurangabad in partnership, according to the terms and conditions recited in the Deed of partnership, dated 10th May, 2016 and duly amended admission deed dated 01st January, 2023.

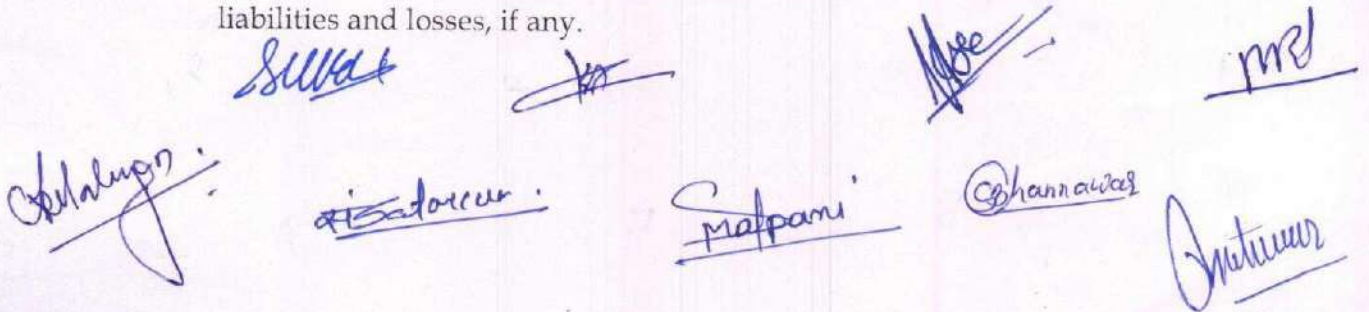
Whereas the second partner namely Mr. Gaurav Narkhede have expressed his desire to retire from the firm with effect from the close of business at date of retirement. The parties hereto have mutually agreed to the retirement and the terms of retirement are as below.

And whereas the parties hereto, in mutual interest and with a view to avoid controversies between the parties hereto, have deemed it expedient to reduce to writing and are desirous of recording the terms and conditions governing the retirement and their relation inter-se as partners.

Now this Indenture witnesseth and it is hereby agreed and declared by and between the parties hereto as under:

Terms of Retirement:

1. As per the mutual consent and decision of all partners party of second part namely Mr. Gaurav Narkhede shall be deemed to have retired from the partnership firm with the closing hours of business on date of retirement and his share of business shall be taken over by Mr. Hitesh Narkhede (his brother and continuing partner in firm). Henceforth Hitesh belong to and shall be entitled to all its properties, assets, credits, goodwill and all profits and benefit thereof and shall remain jointly and severally responsible for its present and future loan, liabilities and losses, if any.

The block contains eight handwritten signatures in blue ink, arranged in two rows. The top row has four signatures, and the bottom row has four signatures. The signatures are: Top row (left to right): 1. A signature that appears to be 'Gaurav Narkhede' with a large flourish. 2. A signature that appears to be 'Hitesh Narkhede'. 3. A signature that appears to be 'S. Narkhede'. 4. A signature that appears to be 'M. Narkhede'. Bottom row (left to right): 1. A signature that appears to be 'S. Narkhede'. 2. A signature that appears to be 'H. Narkhede'. 3. A signature that appears to be 'S. Narkhede'. 4. A signature that appears to be 'M. Narkhede'.

2. The said continuing partners shall be jointly and severally liable for the debts and liabilities of the said partnership. Each of the parties hereto shall respectively since execute and do, all such further documents, deeds, acts and things as the other parties may reasonably require for completely effectuating this agreement and each party shall pay his own costs in connection therewith.
3. The parties hereto agree that the changes herein recorded are changes consequent upon change in the constitution of the firm not involving the Dissolution of the firm.
4. The amount of capital balances of retiring partner Mr Gaurav Narkhede of Rs. 5,500/- is paid by Mr. Hitesh Narkhede in cash. Retiring partner hereby acknowledge the receipt of same.
5. In view of the retirement with effect from the close of date of retirement, Retiring Partner Mr. Gaurav Narkhede, will have no share, right, title or interest or claim of any nature whatsoever to or in the said partnership firm or business or assets of its name or its properties, whether tangible or intangible, including the outstanding etc. whatsoever and whosoever, save and except as herein provided.
6. It is hereby covenanted that from and since the date of retirement the Retiring Partner has no claim or interest in the running business of the firm or in the benefits, rights, enjoyment and advantages of established name, licenses, registrations and all tangible and intangible advantages and incidental rights held by the firm and they continue to belong to the firm.

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Subramaniam

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7. The CONTINUING PARTNERS confirm that they will duly discharge the liabilities of the firm which may arise after date of retirement, in respect of the business carried on by the said firm at any time during the existence of the firm.
8. The Retiring Partners hereby covenants with the CONTINUING PARTNERS that they have not in any way heretofore contracted any debts or obligations save and except those which are recorded in the books of accounts. If, however, any such debts or liabilities be found to exist or due on the date of retirement but not recorded in the books of accounts, the same shall be discharged by the concerned Retiring Partner. Save and except as provided in this clause, the CONTINUING PARTNERS shall have no claim against the Retiring Partner of any nature whatsoever.
9. Save and except as herein otherwise provided the Retiring Partner shall in no way be responsible for any of the liabilities of the firm relating to the business carried on by the firm after the date of retirement and without effecting the generality, this will include registered firm's tax and indirect taxes and dues to any Government and/or Municipal or any other semi Government body. The CONTINUING PARTNERS shall reimburse and keep the Retiring Partner indemnified against all such liabilities and claims and against all costs and charges that may become liable to the third parties claiming against the firm of M/s Gurudatta Towers.

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10. That the Retiring Partner shall pay and discharge his personal liabilities for Income tax in respect of the profit of the partnership firm up to the date of retirement and shall keep others and each of the Continuing Partners indemnified against all claims, actions, demands and/or suits or proceedings, costs, charges or expenses arising out of or concerning the same or relating thereto.
11. The Retiring Partner shall not have any claim to and shall not share the profit including gains, and/or surplus or accretion as also loss, damage, etc. arising to CONTINUING PARTNERS from the ownership of various assets of the firm or for carrying on of the firm's business after date of retirement.
12. The parties hereto shall co-operate with each other in completing the pending work such as Income-tax assessments & GST tax assessments etc., and shall sign execute any deed, agreement, applications, release discharge etc., to further assure the carrying into effect the terms of this agreement.

Terms of Partnership:

1. The partnership business shall continue to be carried on with same name, business activity, duration as mentioned in the original partnership deed executed on 10th May, 2016 as amended on 01st January, 2023.
2. PLACE OF BUSINESS:-
The registered office of the firm shall be situated At "Ramkunj" Ramkunj, Railway Station Road, New Osmanpura, Ch. Sambhajinagar, Maharashtra-431005, any other place/s of the business shall be decided by the partners mutually, However the same can be

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shifted or carried on at any other place/places as shall be required & mutually agreed upon by the partners from time to time.

3. The capital of the firm will be Rs. 50,000/- contributed by the partners as under -

Sr. No.	Name of Partner	Capital
1	Shri Hitesh Sopan Narkhede	11,000/-
2	Shri Kailash Arun Chaudhari	3,000/-
3	Shri Madhukar Bhagwat Sarode	3,000/-
4	Shri Ravindra Rambha Mahajan	3,000/-
5	Mr Santosh Bhagwanrao Satarkar	7,500/-
6	Mrs Sarika Nandkishor Malpani	7,500/-
7	Mrs Sunita Venkatesh Shrinewar	7,500/-
8	Mr Rahul Bhagwanrao Satarkar	7,500/-
	Total	50,000/-

4. Remuneration to Partners & Mode of determination of Aggregate Remuneration:

- Parties of fifth to eighth part shall be the working partners for the purposes of calculation of remuneration & will share remuneration in their profit sharing ratio.
- At the end of each year and on finalization of the accounts, the book profit of the firm will be determined as specified here in below.
- The partners shall be entitled to salary not be exceeding the sum allowable u/s 40(b) (v) of the Income Tax Act, 1961 & shall be arrived at as follows:

Sekhar

KR

M/S

M/S

Shrinewar

Shrinewar

Malpani

Bhannawar

Shrinewar

Sr. No.	Particulars	Maximum Remuneration
I	In respect of book profit up to Rs. 300,000/- or in case of loss.	Rs. 150,000/- or 90 % of book profit, whichever is greater.
II	In respect of the balance of book profit.	60 % of book profit

4. Mode of determination of "Book Profit": For the purpose of calculating the aggregate remuneration, "book profit" shall mean the net profit, as shown in the Profit & Loss account for relevant previous year, computed in the manner laid down in Chapter IV-D of the Income-tax Act, 1960 as increased by the aggregate remuneration paid or payable to the working partner, if such amount has been deducted while computing the net profit of the firm and after allowing for interest on the capital and loan accounts of the partners if such interest is payable on accordance to this indenture.

5. The partners may reduce the salary, commission or remuneration as and when agreed mutually depending on the Net Profits of the firm.

4. **Payment of Interest to Partners:**

The partners shall be entitled to 12% pa interest whatsoever on their capital accounts. The rate may be varied by mutual consideration.

5. **Distribution of Profits/losses:**

Proper books of accounts shall be maintained for the partnership business and at 31st March every year, the net resultant, profit or loss, as the case may be shall be shared by the partners as follows:

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Mge

MRJ

Chelalayas

Dr. S. S. S. S.

S. S. S. S.

S. S. S. S.

Antunur

Sr. No.	Name of Partner	Ratio
1	Shri Hitesh Sopan Narkhede	22%
2	Shri Kailash Arun Chaudhari	6%
3	Shri Madhukar Bhagwat Sarode	6%
4	Shri Ravindra Rambha Mahajan	6%
5	Mr Santosh Bhagwanrao Satarkar	15%
6	Mrs Sarika Nandkishor Malpani	15%
7	Mrs Sunita Venkatesh Shrinewar	15%
8	Mr Rahul Bhagwanrao Satarkar	15%

6. The bank accounts shall be opened in firm name only and shall be operated with signature of two partners, one partner of serial number one to four and one partner of serial number five to eight. As well the power to operate such accounts can be given to such other person/s as the parties desire to on behalf of the firm.
7. THAT any of the partners of part fifth to eight is individually authorized by this deed to execute Sale deed, agreement to sale, contracts or any other relevant document on behalf of the firm.
8. All other terms of Point No. 11 to 17 of the partnership deed dated 10th May, 2016 will prevail as it is.
9. The terms and conditions of this Partnership Deed may be amended, altered, modified or changed with the mutual consent of all the partners and through a supplementary agreement and such alterations, amendments, modifications or changes as the case may be effective from the date expressly agreed by the partners and shall be treated as part and parcel of this agreement from such date.

Sellers

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Age

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Shrinewar

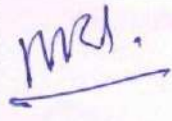
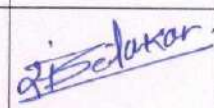
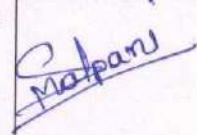
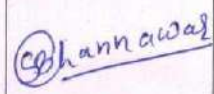
Satarkar

Malpani

Bhannurkar

Sunita

In witness whereof the said partners have set their hands to this deed of Partnership of the date and in the year first here in above mentioned.

Witness	Sign	Partner	Sign
Adv. Pratik Agrawal Flat No. 2, Anandnagar Arya Homes, Ship Nagari, Amalner		1. Mr. Gaurav Sopan Narkhede	
Nandkishor Malpani Ramkunj, Railway station Road, New Osmanpura, Aurangabad		2. Mr. Hitesh Sopan Narkhede	
		3. Mr. Kailash Arun Chaudhari	
		4. Mr. Madhukar Bhagwat Sarode	
		5. Mr. Ravindra Rambhau Mahajan	
		6. Mr. Santosh Bhagwanrao Satarkar	
		7. Mrs. Sarika Nandkishor Malpani	
		8. Mrs. Sunita Venkatesh Shrinewar	
		9. Mr. Rahul Bhagwanrao Satarkar	