



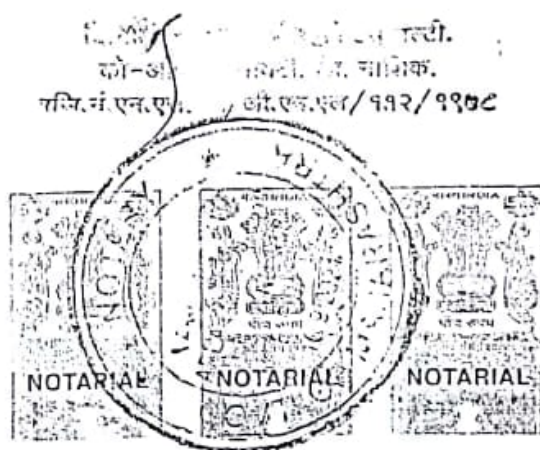
महाराष्ट्र MAHARASHTRA

2016

AA 157575
29 MAR 2017

मिसे दिनांक नासिक कोर्ट क... 30/03/2017
प घेणाराचे नांव... प्रिपकादा... 21/03/2017
को... 30/03/2017

STPLC ATO



DEED OF ADMISSION CUM RETIRMENT

THIS DEED OF ADMISSION CUM RETIREMENT is made and
executed at 30th day of March 2017

B E T W E E N:

M/s. Shree Prakash Developers Pvt. Ltd. (previously Known as Shree Prakash Developer), a company registered under Companies Act, 1956, having its registered office at 2A, Shree Prakash Complex, Sharanpur Road, Near Kulkarni Garden, Nashik - 422002 through its director (1) Shree Prakash S. Patil & (2) Shree Shrikant G. Gaikwad (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns) hereinafter referred to as the party of the First Party;

A N D



Creative Buildcon Pvt. Ltd. , a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 1, Amber Apartment, Plot No. 59, Ramdas Colony, Opp Ramdas Garden, Vise mala, Nashik - 422005 through its Directors (1). Mr. Ameya Prakash Patil, an adult, (2). Abhijeet Prakash Patil (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns) hereinafter referred to as party of the Second Party.

A N D

Mr. Prakash P. Patil , age: 61 years, Indian Inhabitant, having his address at Sahajivan Colony, Vise Mala, College Road, Nasik,
(which expression shall unless it be repugnant to the context or meaning thereon mean and include his legal heirs, executors, and assigns) of the Third Party

A N D

Mr. Shrikant G. Gaykwad, age: 60 years, Indian Inhabitant, having his address at Plot no.3, Varad Bunglow, Opp: Divya Prasad, Aakashwani Road, Nashik.,

(which expression shall unless it be repugnant to the context or meaning thereon mean and include his legal heirs, executors, and assigns) of the Fourth Party

Hereinafter Parties of the First part & Second part will jointly be referred to as "Retiring Partners" and Parties of the Third part & Fourth part will jointly be referred to as "Incoming Partners"/"continuing partner"

WHEREAS:

- a) The Party of the first part and Second Part were carrying on business in partnership firm in the name and style of "M/s. Shree Prakash-Creative Buildcon (JV)" having office at 2A, Shree Prakash Complex, Sharanpur Road, Near Kulkarni Garden, Nashik - 422002, under the Deed of Partnership dated 21st August, 2009 entered into by and between the said Retiring Partners.
- b) Partnership firm has undertaken a project being "LeRegala" situated at Gat No. 106, Chunchale Shiwar, Chunchale, Nasik - 422010.
- c) The Retiring Partners now desire to retire on admission of Incoming Partners as partners and Incoming Partners are also willing to get admitted as partners on the terms hereinafter provided.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS:

1. The Party of First Part & Second Part admits Incoming partners as Partners.
2. Thereby Party of First Part & Second Part desires to retire to which party of Third Part & Fourth Part accepts the same.

3. The said admission of Incoming partners and retirement of retiring Partners will be effected from this date of this deed.
4. The Incoming partners shall continue partnership in the same name and style of "M/s. Shree Prakash-Creative Buildcon (JV)" and any other name as the partners may think fit and proper from time to time.
5. The partnership business henceforth will be carried on from Office No.2-A, Shreeprakash Complex, Sharanpur Road, Near Kulkarni Garden, Nashik 422002 and/or at such other place or places, as shall be agreed to by the partners from time to time.
6. The business of the partnership shall be that of Construction of building or civil structure and/or any other business as partners shall think fit and proper from time to time.
7. The Profit sharing ratio & capital contribution in the partnership firm shall be in the following proportions:

Party	Share
M/s. Shree Prakash Developers Pvt. Ltd (Party of First Part)	NIL/Retiring Partner
Creative Buildcon Pvt. Ltd (Party of Second Part)	NIL/Retiring Partner
Mr. Prakash P. Patil (Party of Third Part)	90%
Mr. Shrikant G. Gaykwad (Party of Forth Part)	10%

8.

The Incoming Partners shall contribute Rs. 25000/- each as Capital contribution. Further any fresh capital to be introduced in the firm

- e) Give any security or promise for the payment of money on account of the firm except in the ordinary course of business.
- f) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the partnership property may be endangered.
- g) Buy, order or contract any property or goods for the firm.
- h) Compromise or compound or, release or, discharge any debt due to the partnership.

12. The Powers of Incoming Partners:-

- a) The Incoming Partner shall be in charge and control for the daily business of the firms project respectively,
- b) The Incoming Partner will represent firm and its project respectively;
- c) The Incoming Partner will enter into contracts and conclude contracts in the name of the firm for their respective projects and accordingly enter and execute into Agreements, deeds and documents;
- d) The Incoming Partner will have full Irrevocable Power, Authority to represent, act and sign and execute all necessary Agreements, documents, deeds and papers pertaining to the firms business.
- e) To admit the executions and register the same before the Registration Authorities from time to time.

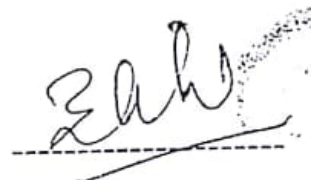
13. The firm shall maintain usual account and other books at the place of business and they shall be kept properly posted up to date. The books of accounts of the partnership firm shall be closed on the last

- i) The Parties hereto agree that, they will use all reasonable efforts to resolve the Dispute between themselves through negotiations. In the event the Parties are unable to resolve a Dispute through negotiations within 21 days, the Parties shall refer the Dispute to arbitration.
- ii) The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Both the parties may by mutual consent appoint a Sole Arbitrator failing which both the Parties may appoint their respective arbitrators who will appoint the third arbitrator.
- iii) The language of arbitration shall be English. The said award made in pursuance thereof shall be binding on the Parties. The seat of arbitration will be at Mumbai.

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

Signed and delivered by the
Within named Party of the First Part
M/s. Shree Prakash Developers Pvt. Ltd.,
through its Directors

(1) Mr. Prakash Sadashiv Patil



(2) Mr. Shrikant Gangadhar Gaikwad



Signed and delivered by the
Within named Party of the Second Part
Creative Buildcon Pvt Ltd

through its Directors

(1) Mr. Ameya Prakash Patil



Ameya Patil



(2) Mr. Abhijeet Prakash Patil



Abhijeet Patil



Signed and delivered by the
Within named Party of the Third Part
Mr. Prakash Sadashiv Patil,



Prakash Patil



Signed and delivered by the
Within named Party of the Fourth Part
Mr. Shrikant Gangadhar Gaykwad,



Shrikant Gaykwad



ed & Registered
Serial Number

668/17
16/6/17

Witness

1.

S. D. Lokare

S. D. Lokare

2.



BEFORE ME

P. R. Gite 16/6/17

P. R. GITE
Advocate & Notary
Ramchandra Niwas,
Mahavi Co-Op Society, Peth Road,
Panchavati Nashik-422 003.

P. R. GITE
Advocate & Notary
Ramchandra Niwas, Mahavi Co-Op Society,
Peth Road, Panchavati, Nashik-422 003.
Mob. 982311681

