भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

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अ.मु.क्र. 2486 रु. १०० पैकी ५०० जोडपत्र१/२ दि. / /२०१९ कारण

प्रतिज्ञापत्र कोणाकडे सादर C I A-

मुद्रांक घे. नांव शिवम डेव्हलपर्स रा.

दस्ताचा प्रकार स.असोसीएशन पत्र दस्त नोंदणी करणार का-होय / नाही

ए.निबंधक कार्यालय -नाशिक/इतर मो.रक्कम

दुसऱ्या पक्ष. नां. रा.

मिळकती व. सायशी अजित गायकवाड एम.जी.रोड, नाशिकरोड ला.नं. ३९/२००३

स्वत:/हस्ते/ सही

RAMJIBHAI K. VIRANI NOTARY SURAT CITY Reg. No.1080/2010 EXPIRY DATE 07-02-2020 GOVT. OF GUJARAT (INDIA)

Serial No.:- 1209

Date :- 25/05/2019

25 MAY 2019

SUPPLIMENTARY DEED OF PARTNERSHIP
(ADMISSION CUM RETIREMENT)
OF SHIVAM DEVELOPERS

THIS SUPPLIMENTARY DEED OF PARTNERSHIP is made and executed at Nasik on this 20th day of May, 2019 by and between:

1) MR. HASMUKHBHAI KALUBHAI JOGANI
(PAN – AAQPJ7186G)
Aged about 43 years, Occupation : Business
Resident of Flat No. 2, Aishwarya Vihar, Bandavane Nagar, Kamatwada, Nashik - 422008 (Maharashtra). Hereinafter referred to as the party of the "FIRST PART".

GUJARAT (INDIA)

2) MR. MUKESHCHANDRA CHHAGANBHAI MULANI
(PAN – AOEPP9698M)
Aged about 40 years, Occupation : Business
Resident of 17, Asvin Society, V-1, Khodiyar Nagar, A. K. Road, Surat – 395007 (Gujarat). Hereinafter referred to as the party of the "SECOND PART".

Hereinafter party of the First AND Second part jointly referred to as the CONTINUING PARTNERS.

3) MR. KANTIBHAI KALUBHAI JOGANI
(PAN – ADWPJ0405F)
Aged about 40 years, Occupation : Business
Resident of Flat No. 21, Vishwa Heights, Krushnai Nagar, Sonawane Mala, Near Karuna Residency, Rane Nagar, Nashik – 422009 (Maharashtra). Hereinafter referred to as the party of the "THIRD PART", also referred to as the DECEASED PARTNER.

4) MR. ANKUR RAJESHKUMAR SHAH
(PAN – BBNPS7679J)
Aged about 31 years, Occupation : Business
Resident of 8/A, Shiddakshetra Apartment, A Tower, Above Sargam Shopping Centre, Opp. Modi Bunglow, Parle Point, Surat – 395007 (Gujarat). Hereinafter referred to as the party of the "FOURTH PART".

5) MR. NIKUNJKUMAR NANALAL SANGHVI
(PAN – ANDPS3005R)
Aged about 50 years, Occupation : Business
Resident of 702, Harmain Garden Apartment, Above Central Bank, Opp. Kakadiya Complex, Ghod Dod Road, Surat – 395007 (Gujarat). Hereinafter referred to as the party of the "FIFTH PART".

Hereinafter party of the Fourth part and Fifth part referred to as the RETIRING PARTNER.

AND

6) MR. NAROTTAMBHAI RAGHAVBHAI GEDIYA
(PAN – ABKPG0933D)
Aged about 55 years, Occupation: Business
Resident of S.No.A, Plot No. 40, Happy Bungalow, Near Chamunda Nagar, Sapana Co-op. Hsg., Soc., L. M. Road, Road, Surat- 395006 (Gujarat State).
Hereinafter referred to as the party of the "SIXTH PART".

7) SMT. GEETA KANTIBHAI JOGANI
(PAN – BIEPJ0378R)
Aged about 38 years, Occupation : Business
Resident of Flat No. 21, Vishwa Heights, Krushnai Nagar, Sonawane Mala, Near Karma Residency, Rane Nagar, Nashik - 422009 (Maharashtra).
Hereinafter referred to as the party of the "SEVENTH PART".

Hereinafter party of the Sixth & Seventh part referred to as the INCOMING PARTNER.

WHEREAS the first five partners hereinabove had formed the partnership firm under the name and the style of SHIVAM DEVELOPERS by executing an Indenture of Partnership on, 12th Day of September, 2011 to carry on the business of Builder and Developers and other allied business.

AND WHEREAS the party of the Third Part i.e. MR. KANTIBHAI KALUBHAI JOGANI has deceased on 20th day of March, 2019 and his share is to be transferred to his wife, SMT. GEETA KANTIBHAI JOGANI, as his legal heir.

AND WHEREAS the party of the Fourth Part i.e. MR. ANKUR RAJESHKUMAR SHAH and Fifth Part MR. NIKESHKUMAR NANALAL SANGHVI Retiring Partner have expressed their desire to retire from the firm with effect from 20th day of May 2019 and have given the required notice as per Para no. 5 of the indenture of partnership.

AND WHEREAS the party of the Sixth Part MR. NAROTTAMBHAI RAGHAVBHAI GEDIYA and Seventh Part SMT. GEETA KANTIBHAI JOGANI i.e. Incoming Partners are desirous of joining the firm, as Partner, with effect from 20th day of May 2019, to carry on the business and expand the Business of the firm. The CONTINUING PARTNERS are also desirous of admitting the incoming partner with effect 20th day of May 2019, for the development of the firm.

AND WHEREAS it is deemed desirable and expedient to put the terms and conditions, mutually agreed upon, in writing.

NOW THIS SUPPLIMENTARY DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS :

1] THAT, the Partnership business shall continue to be carried on and conducted in the firm name and style of M/S. SHIVAM DEVELOPERS, or such other name/names as the partners may mutually agree upon from time to time.

2] THAT, the registered office of the firm shall be shifted to Flat no. 21, Vishwa Heights, Krushnai Nagar, Sonawane Mala, Near Karma Residency, Rane Nagar, Nashik - 422009 (Maharashtra State)". And firm may also carry on the business at any other place or places as may be mutually agreed by and between the partners from time to time.

3] THAT, the Nature of Business of the firm shall continue to be that of the Dealing in Immovable Properties, Construction of Buildings, Row houses etc., Consignment Work, and any type of Civil Construction as Contractors, Job work, Broker, Developers etc. & / or such other Business as may be decided by the partners from time to time.

4] THAT, the partnership shall be deemed to have commenced the business under the revised term and conditions of partnership with effect from 20th day of May, 2019.

5] THAT, the duration of the partnership shall continue to be "AT WILL". But in case, any partner desires to retire from the partnership he shall be at liberty to do so by giving notice in writing to the other partners.

6] THAT, the existing business shall be continued by the Continuing Partners and Incoming Partner with all its assets, liabilities, etc. as a going concern and the retirement of the Retiring Partners or Death or Bankruptcy of a partner shall not amount to the dissolution, discontinuation of the Business of the firm under any circumstances.

7] THAT, the tentative accounts of the partnership firm are made upto the date of 20th day of May, 2019 and have been duly scrutinized, verified and inspected by the parties herein above and are fully satisfied regarding genuineness, correctness and veracity of all the transactions and accepted the accounts from the beginning till 20th day of May, 2019 and have no objection, grievances of any nature regarding the same.

8] THAT, the amount standing to the credit / debit of the retiring partners account shall be paid off by / to the CONTINUING PARTNERS within a period of three months from the date of retirement. However, if the retiring partner so desires, in writing, they may continue the amount as loan within the Partnership Firm at an interest as might be mutually agreed from time to time between the parties. The RETIRING PARTNERS shall have no right or interest in the immovable properties or goodwill of the firm.

THAT, the amount standing to the credit / debit of the deceased partner 's account shall be transferred to his legal heir, SMT. GEETA KANTIBHAI JOGANI. Since she is being admitted to the Partnership firm, the same shall be taken as her Capital introduced.

9] THAT, the CONTINUING PARTNERS do hereby covenant with the RETIRING PARTNER that hereinafter they shall pay, discharge and fulfill all the debts, liabilities of the erstwhile Partnership business and the retiring partner shall not be liable for any liability, claim or responsibility in future and is relieved from the personal guarantee, liability if any given by them during the tenure as a Partners. The incoming partner shall not be responsible in any way for the activities of erstwhile partnership.

10] THAT, the parties hereby agree that the above change shall be communicated to the Registrar of Firms, Income Tax, Banks, Local Authorities and other parties who have interest or dealing in the business of the erstwhile firm and it is further agreed that the Retiring Partner shall upon such request being made by the Continuing Partners, sign, execute documents, papers, etc. as may be required and shall personally attend at the request of the Continuing Partners whenever necessary to give effect to this Deed of Retirement to notify the same in the mode and manner required.

11] THAT, the necessary capital as well as further funds required for the purpose of the partnership shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partner from time to time. Interest at the rate of 12% per annum or such rates as may be prescribed by section 40(b) of the Income Tax Act, 1961 or amendment thereof which may be in force in the relevant financial year shall be payable on the amount standing to the credit of the account of partners. Such in. rest shall be calculated and credited to the account of each partner at the close of the accounting year. The partners are at liberty to decrease or waive interest by mutual agreement, if circumstances warrant in any particular year or years.

12] THAT, all the partners hereinabove have agreed upon to work in the partnership firm as working partners. They shall be responsible for the conduct of the business, and shall be entitled to draw remuneration as under:

a) The maximum remuneration payable to working partners shall be calculated on book profits for each accounting period in following manner.

i)	On the first Rs.300000/- of the book profit, or in case of a loss	...	Rs.150000 or at the rate of 90% of book profit whichever is more
ii)	On the balance of the book profit	...	at the rate of 60%

The remuneration so worked out shall be shared by all the working partners in following ratio:

Name of the Partner	Share in Remuneration
1) Mr. Hasmukhbhai K. Jogani	35 %
2) Smt. Geeta K. Jogani	25 %
3) Mr. Mukeshchandra C. Mulani	20 %
4) Mr. Narottambhai Raghavbhai Gediya	20%
	100 %

b) For the purpose of the above calculation of remuneration Book Profit shall be computed as defined in explanation 3 to section 40(b) of the Income Tax Act, 1961, or any other applicable provision as may be in force for the Income Tax assessment of the partnership firm for the relevant accounting period.

c) The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners hereto may also agree to revise the mode of calculation of the above said remuneration as may be agreed to by and between the partners from time to time.

d) The remuneration payable to the above said partner shall be credited to their respective accounts at the close of the accounting period when final accounts of partnership are made.

e) The said partners shall be entitled to draw his/her remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude the said partners from withdrawing any amount from the partnership firm against the amount standing to the capital and/or current or loan account or their share of profit for the relevant accounting period in such manner as may be decided by the partners by mutual consent.

Mukesh Mulani

Geeta K. Jogani

भारत सरकार
GOVERNMENT OF INDIA

हसमुखभाई कालुभाई जोगाणी
Hasmukhbhai Kalubhai
Jogani
जन्म तारीख/ DOB: 25/11/1975
पुरुष / MALE



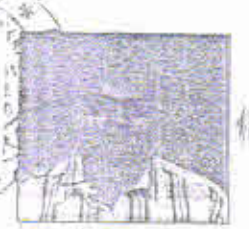
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आयकर विभाग
INCOME TAX DEPARTMENT
भारत
GOVT. OF I

ANKUR RAJESHKUMAR SHAH
RAJESHKUMAR JAGJIVANDAS SHAH
/1987
Permanent Account Number
[illegible]7679J
Signature





NIKESHKUMAR NANALAL SANGHVI
NANALAL POPATLAL SANGHVI
/1988
Permanent Account Number
ANDPS8005R
Signature





Government of India

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आपले आधार, माझी ओळख

13] THAT, the net Profits and/or Loss of the firm shall be determined after allowing for all expenses incidental and necessary to the business such as rent, rates, taxes, salaries, electricity, premium on partners life policies, including interest and remuneration to partners, etc., and such net profit or loss determined shall be divided or distributed amongst the partners in the following proportion.

Name of the Partner	Share in Profit/Loss
1) Mr. Hasmukhbhai K. Jogani	35 %
2) Smt. Geeta K. Jogani	25 %
3) Mr. Mukeshchandra C. Mulani	20 %
4) Mr. Narottambhai Raghavbhai Gediya	20%
	100 %

14] THAT, the books of account shall be made and maintained regularly and punctually as it is done in the ordinary course of businesses and continue to be closed on 31st March every year.

15] THAT all other terms of the Partnership shall continue to be in effect as per the Deed of Partnership dated 12th Day of September, 2011.

IN WITNESS WHEREOF THE parties hereunto put their signatures on the date, day and year first above mentioned.

WITNESSES :

1)

Mr. Hasmukhbhai Kalubhai Jogani
(Party of the FIRST PART)

Mr. Mukeshchandra Chhaganbhai Mulani
(Party of the SECOND PART)

Mr. Ankur Rajeshkumar Shah
(Party of the FOURTH PART)

Mr. Nikeshkumar Nanalal Sanghvi
(Party of the FIFTH PART)

Mr. Narottambhai Raghavbhai Gediya
(Party of the SIXTH PART)

Smt. Geetaben Kantibhai Jogani
(Party of the SEVENTH PART)

1209
NOTARY
RAJUBHAI K. VIRANI
SURAT CITY
Reg. No. 10901201
EXPIRY DATE
07-02-2020
GOVT. OF GUJARAT (INDIA)
NOTARIAL NOTARIAL

BEFORE ME

(R. K. VIRANI)
NOTARY
SURAT CITY
STATE OF GUJARAT

Serial No.:- 1209
Date :- 25/05/2019

My Commission expires on 7th Febuary 2020

25 MAY 2019

NOTARY
RAJUBHAI K. VIRANI
SURAT CITY
GOVT. OF GUJARAT (INDIA)

ATTESTED COPY

(R. K. Virani)
NOTARY
SURAT CITY
State of Gujarat