

भारतीय न्यायिक

भारत INDIA

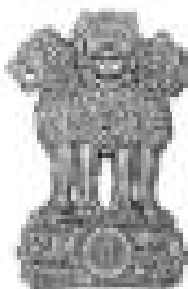
रु. 500

पाँच सौ रुपये

INDIA NON JUDICIAL

FIVE HUNDRED
RUPEES

Rs. 500



11 2004-01-01

- 1 JAN 2018



GOVERNMENT OF INDIA

MEMO

[Handwritten notes:]
T. F. [unclear]
at least 1-1
[unclear] [unclear]
[unclear] [unclear]

Trimmer
at least 1/2" with case of
cellulose
penetration

BETWEEN

1) MRS. ARCHANA KUNDAN MHATRE.

Age :- 37 Yrs, Occupation :- Business
R/at :- D-105, Pragati Sanikul,
Subhash Road, Kumbharkhan Peda,
Dombivli (West), Dist- Thane.
Thane - 421202.
Pan Card No. :- AOSPM2364P

HEREINAFTER called as "CONTINUING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include herself, her heir's executors, assigns and administrators.)

..... **PARTY OF THE FIRST PART**

AND

2) MR. SUNIL LAXMAN PATEL.

Age :- 42 Yrs, Occupation :- Business
R/at :- 202, Surya Prabha,
Plot No. 10/P, Sector No. 30, Kharghar,
Navi Mumbai - 410210.
Pan Card No. :- AJPP6437H

HEREINAFTER called as "CONTINUING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

..... **PARTY OF THE SECOND PART**

AND

3) MR. ASHWINKUMAR DANYABHAI PATEL.

Age :- 42 Yrs, Occupation :- Business
R/At :- B-601, Ambika Towers,
Aayodhya Nagari, Manpada Road,
Dombivli East, Thane - 421202.
Pan Card No. :- AATPP8139Q

HEREINAFTER called as "CONTINUING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

..... **PARTY OF THE THIRD PART**

AND

4) MR. DINESHKUMAR RAMANLAL PATEL.

Age :- 42 Yrs, Occupation :- Business
R/at :- Flat No. 1, Plot No. 618,
Sector No. 28, Nigdi Pradhikaran,
Pune - 411044.
Pan Card No. :- ARKPP2055K

Handwritten notes and signatures on the left margin:
- "Subst. Partul" (top)
- "H. H." (below)
- "R. K. Patel" (signature)
- "D. K. Patel" (signature)
- "S. K. Patel" (signature)
- "T. K. Patel" (signature)
- "R. K. Patel" (signature)
- "D. K. Patel" (signature)
- "S. K. Patel" (signature)
- "T. K. Patel" (signature)
- "R. K. Patel" (signature)
- "D. K. Patel" (signature)
- "S. K. Patel" (signature)
- "T. K. Patel" (signature)

HEREINAFTER called as "CONTINUING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE FOURTH PART

AND

5) MR. KUNAL HISKAR MHATRE.

Age :- 29 Yrs, Occupation :- Business
R/at :- Laxman Smriti, Subhash Road,
Chinchodya Pada, Dombivli (West)
Thane - 421202.
Pan Card No. :- BDOPM8097B

HEREINAFTER called as "INCOMING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE FIFTH PART

AND

6) MR. HITENDRAKUMAR RAMANLAL PATEL.

Age :- 43 Yrs, Occupation :- Business
R/at :- Flat No. 1, Plot No. 618,
Sector No. 28, Nigdi Pradhikaran,
Pune - 411044.
Pan Card No. :- AHYPP9994M

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE SIXTH PART

AND

7) MR. HIRALAL BHIMJIBHAI PATEL.

Age :- 57 Yrs, Occupation :- Business
R/At :- A-6/12, Jal Vayu Vihar,
Greenlands, Sector No. 6, Plot No. 20,
Mashil, Tal. Havell, Dist. Pune.
Pune - 412105.
Pan Card No. :- AJHPP4341D

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE SEVENTH PART

AND

8) MR. KETANKUMAR HARISCHANDRA PATEL.

Age :- 41 Yrs, Occupation :- Business
R/At :- A-5/1, Jal Vayu Vihar,
Greenlands, Sector No. 6, Plot No. 20,
Moshi, Tal. Haveli, Dist. Pune,
Pune - 412105.
Pan Card No. :- AVPPP3543H

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

..... PARTY OF THE EIGHTH PART

AND

9) MR. PRAYINKUMAR VADILAL PATEL.

Age :- 46 Yrs, Occupation :- Business
R/At :- A-7/2, Jal Vayu Vihar,
Greenlands, Sector No. 6, Plot No. 20,
Moshi, Tal. Haveli, Dist. Pune,
Pune - 412105.
Pan Card No. :- AWYPP7127K

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

..... PARTY OF THE NINTH PART

AND

10) MR. MAHESHKUMAR ISHWARBHAI PATEL.

Age :- 43 Yrs, Occupation :- Business
R/At :- A-5/14, Jal Vayu Vihar,
Greenlands, Sector No. 6, Plot No. 20,
Moshi, Tal. Haveli, Dist. Pune,
Pune - 412105.
Pan Card No. :- AJPPP1286R

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

..... PARTY OF THE TENTH PART

AND

11) MR. MITESH SURESHBHAI PATEL.

Age :- 37 Yrs, Occupation :- Business
R/At :- Flat No. 5, Creative Rainbow,
Sector No. 6, Plot No. 39,
Moshi, Tal. Haveli, Dist. Pune,
Pune - 412105.
Pan Card No. :- AKDPP3865F

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE ELEVENTH PART

AND

12) MR. RASIK SOMJIJIJI PATEL Alias POKAR.

Age :- 45 Yrs, Occupation :- Business

R/At :- A-4/1, Jal Vayu Vihar,
Greenlands, Sector No. 6, Plot No. 20,

Moshi, Tal. Haveli, Dist. Pune,

Pune - 412105.

Pan Card No. :- ABKPP3983A

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE TWELVE PART

AND

13) MR. NILPESH VITTHAL PATEL.

Age :- 36 Yrs, Occupation :- Business

R/at :- At Post - Madhavkampa,

District - Sabarkantha,

Gujarat - 383330.

Pan Card No. :- AQGP8221Q

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE THIRTEEN PART

AND

14) MR. PARTH PURSHOTTAMDAS PATEL.

Age :- 37 Yrs, Occupation :- Business

R/At :- A-2/1, Jal Vayu Vihar,
Greenlands, Sector No. 6, Plot No. 20,

Moshi, Tal. Haveli, Dist. Pune,

Pune - 412105.

Pan Card No. :- AYEPP5827F

HEREINAFTER called as "RETIRING OR OUTGOING PARTNER" (Which expression shall unless it be repugnant to the context shall be deemed to mean and include himself, his heir's executors, assigns and administrators.)

PARTY OF THE FOURTEEN PART

WHEREAS M/S. KUBER ABHIRAJ INFRA having its Registered Office At :- 202, Surya Prabha, Plot No. 10/F, Sector

No. 20, Kharghar, Navi Mumbai - 410210 had constituted a Partnership Firm on 10/09/2012 and subsequently all the Partners had executed the Partnership Deed in that regard on 06/04/2013. And subsequently the said Partnership Firm had registered itself with Registrar of Partnership Firm, Thane District Thane.

AND WHEREAS after the constitution of M/S. KUBER ABHIRAJ INFRA some Partners have retired and some Partners have joined the said Partnership Firm and subsequently the "Supplementary Admission cum Retirement Deed of Partnership" was executed between all the Partners. That the said "Supplementary Admission cum Retirement Deed of Partnership" was executed on 06/04/2013.

AND WHEREAS the Party of the Fifth Part is having knowledge and experience of Construction Business and all related work thereto thereby intend to carry on the business of Construction as Builders and Promoters/ Developers and for good and sufficient reasons Party of the Fifth Part herein has expressed his desire to join the said Partnership firm i.e. M/S. KUBER ABHIRAJ INFRA with effect from 01/01/2018.

AND WHEREAS for good and sufficient reasons the Party of the Sixth Part to Party of the Fourteenth Part has expressed their desire to retire from the said Partnership firm i.e. M/S. KUBER ABHIRAJ INFRA with effect from 01/01/2018.

AND WHEREAS as the Party of the First Part to the Party of the Fourth Part are the "Continuing Partners" and Party of the Fifth Part is the "Incoming Partner" and Party of the Sixth Part to Party of the Fourteenth Part are the "Retiring Or Outgoing Partner" and henceforth they shall carry out the business of the said Partnership Firm hence there has been change in the constitution of the said Partnership Firm. Hence all the Partners herein have executed the present RECONSTITUTION DEED OF PARTNERSHIP on its new terms and conditions.

AND WHEREAS Party of the First Part to Party of the Fourteenth Part have also decided to intimate the Reconstitution of the said Partnership Firm with the Registrar of Partnership Firm, Thane District Thane under Indian Partnership Act, 1932. And the Parties thought it prudent and desirable to reduce into writing the mutually agreed terms and conditions on which the parties have agreed to carry on business of Partnership.

NOW THEREFORE THIS RECONSTITUTION DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO HEREBY MUTUALLY AGREE AS UNDER:-

1) COMMENCEMENT AND DURATION:-

Notwithstanding the date of execution of this Deed of Partnership business as constituted under this deed shall deem to

have commenced and has in fact commenced with effect from 10/09/2012 and the same shall continue AT WILL.

2) **NAME OF PARTNERSHIP FIRM:-**

The business of Partnership Firm shall be carried on under the name and style of "M/S. KUBER ABHIRAJ INFRA" for such other name or names as the partners may mutually agree from time to time.

3) **REGISTERED OFFICE ADDRESS:-**

The Partnership firm carries on the business at **OLD OFFICE ADDRESS :-** 202, Surya Prabha Bldg., Plot - 107, Sector - 20, Kharghar, Panvel - 410210 Now shifted to **NEW OFFICE ADDRESS :-** Kuber Ganraj, Ganesh Nagar, Behind Gajanan Maharaaj Temple, Titwala (East), Tal. Kalyan, Dist. Thane, Thane - 421605. The firm may also carry on business from such other place or place as the Parties may mutually agree upon from time to time.

4) **NATURE OF BUSINESS:-**

That the said Partnership Firm shall carry out their Business Activity under the name and style of "M/S. KUBER ABHIRAJ INFRA" and the nature of the said Partnership Firm shall be of the Business of the following :-

- To Purchase the Property.
- To Develop the Property and construct a multistoried building consisting of Residential and/or Commercial Premises.
- To Sell out Property or Sell out Construction consisting of Flat, Shop, Gala's, Row House, Bungalow, Godown etc.,
- To Carry out all the Business Activity in the Capacity of Promoters, Builders and Developers.
- To Carry out the Work relating to Estate Agent, Building Material, Bricks manufacturing and trading, Civil Contractors Job work and related work thereto.
- To Carry out all the relating work thereto.

5) **CAPITAL:-**

That the Initial capital introduced by the Partners of the said Partnership Firm is of Rs. 50,000/- (Rupees Fifth Thousand Only) And the capital of the said firm have been contributed by the Partners as per their share in the said Firm. That if more capital is required by the said Firm then in that case the required capital shall be brought by the partners, which may be mutually decided

between them.

6) ACCOUNTING YEAR:-

Accounting year of the said Partnership Firm shall commence on 1st April to 31st March of every year.

7) SHARE IN PROFIT & LOSS:-

The Accounts of the Partnership Business shall be properly and regularly maintained. And the Books of Accounts shall be systematically maintained by all Partners. That after examination of the Books of Accounts of the Partnership Firm it shall be closed only at the end of each Accounting year and profit and loss Account and Balance Sheet shall be drawn up. And it shall be deemed to accrue evenly from day-to-day through out the year. That the said Books of Accounts shall be kept at the registered office of the said Firm and all the Partners shall have access and examination of the said Books of Accounts.

That all the Partners shall have right to avail certified copies of the Books of Accounts. That the said Books of Accounts shall be examine by Authorized persons/Firm that the profit and loss Account and Balance Sheet shall be drawn up only once in a year. That the said Books of Accounts shall be authenticated by all the partners and the same shall be binding on them.

The Net profit or loss of the partnership business, after deduction of all expenses relating to business activities as well as remuneration payable to the partners in accordance with this Deed, shall be divided and distributed amongst the partners in the following proportion:-

SR. NO.	NAME OF PARTNERS	SHARE IN PROFIT & LOSS
1)	MRS. ARCHANA KUNDAN MHATRE	61 %
2)	MR. SUNIL LAXMAN PATEL	13 %
3)	MR. ASHWINKUMAR DAHYARHAI PATEL	12 %
4)	MR. DINESHKUMAR RAMANLAL PATEL	02 %
5)	MR. KUNAL BHASKAR MHATRE	12 %

8) BANK ACCOUNTS:-

The said Partnership Firm is having Bank Account in the Bank of Baroda & UCO Bank. The Partners shall operate through said Account. The said Account shall be operated either by Party of the First Part or Party of the Fifth Part jointly or by Party of the Second Part, Third Part or Fourth Part, any one, as per mutually agreed between them.

9) INTEREST:-

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

Sister Ruth
 John
 C. C. C.
 D. C. C.
 no more
 Joy
 T. C. C.
 at last H
 with you in
 Allah's
 arms & love
 J. C. C.
 J. C. C.

ii) The above partner shall not be entitled to draw any remuneration in the relevant accounting period in which the partnership firm suffered losses in the basis of the books results as computed under the provision of the income tax referred to in (b) above.

iii) That the remuneration of all the Partners shall be subject to the provision as may be in force for the Income Tax assessment of the Partnership Firm for the relevant accounting period.

12) RESPONSIBILITIES OF THE CONTINUING AND INCOMING PARTNERS :-

i) That the said Partnership Firm i.e. "M/S. KUBER ABHIRAJ INFRA" had executed registered Development Agreement and Irrevocable Power of Attorney in respect of Property bearing Survey No. 155/2(A), Survey No. 155/2(B), Survey No. 166/2 having total admeasuring area about 10240 Sq. Mtrs., situated at village Tirwala, Taluka Kalyan, District Thane dated 15/03/2013. And subsequently "M/S. KUBER ABHIRAJ INFRA" had executed registered Development Agreement and Irrevocable Power of Attorney in the office of Joint Sub Registrar Kalyan 3 at their Sr. No. 1222/2013 & 1223/2013 dated 15/03/2013.

ii) That after the execution of the Development Agreement and Irrevocable Power of Attorney "M/S. KUBER ABHIRAJ INFRA" had obtained all the legal rights relating to the above mentioned land Property And therefore "M/S. KUBER ABHIRAJ INFRA" had constructed a residential project known as "KUBER GANRAJ" with the due permission of concerned Government Authority.

iii) That Party of the Sixth Part to Party of the Fourteenth Part i.e. "Retiring Or Outgoing Partner" are Retiring from the said Partnership Firm i.e. "M/S. KUBER ABHIRAJ INFRA". That "M/S. KUBER ABHIRAJ INFRA" have decided to release some part of constructed property in the project known as KUBER GANRAJ constructed and situated at village Tirwala, Taluka Kalyan, District Thane against the realization of their Share in Capital, Remuneration, Interest, Profit and the overall Account Settlement of all the Retiring Partners herein.

iv) That "M/S. KUBER ABHIRAJ INFRA" have allotted the Flats/Units in the project known as "KUBER GANRAJ" of the Building/Wing No. "A" constructed at Property bearing Survey No. 166/2 having admeasuring area about 5285 Sq. Mtrs., and situated at village Tirwala, Taluka Kalyan, District Thane, which is mentioned in the schedule written hereinbelow :-

SR. NO.	FLAT/ UNIT NO.	FLOOR NO.	BENEFICIARY PARTNER NAMES
11	907	NINTH FLOOR	MR. MITESH SURESHBHAI PATEL