1)	1986	[illegible]	[illegible]
2)	1987	[illegible]	[illegible]
3)	1988	[illegible]	[illegible]
4)	1989	[illegible]	[illegible]

That "M/S. [illegible]" had allowed the above mentioned Plots/Units in favour of the Party of the Sixth Part to Party of the Fourteenth Part i.e. "Building Or Designing Partner" upon their satisfactions. Therefore, Party of the Sixth Part to Party of the Fourteenth Part i.e. "Building Or Designing Partner" shall not create any dispute in future regarding the said allocation of the Plots/Units.

That it is mutually agreed between the parties hereto that if any of the Building Partners dreams to sell off any of the above mentioned allotted Plots/Units to the Prospective Purchasers then in that case "M/S. [illegible]" shall have all kinds of legal assistance for the aforesaid transfer of the said Plots/Units without making any extra consideration amongst those the Party of the Sixth Part to Party of the Fourteenth Part i.e. "Building Or Designing Partner".

That "M/S. [illegible]" have also agreed to allot constructed area of Plots/Units having advertising area about [illegible] Sq. Fts. (Carpet Area) in the Property bearing Survey No. 181/2A1, Survey No. 181/2B, Survey No. 182/1 having total advertising area about [illegible] Sq. Mtrs. situated at village Tirwada, Taluka Kalawad, District Jamnagar in favour of Party of the Sixth Part to Party of the Fourteenth Part i.e. "Building Or Designing Partner" in discharge of their outstanding liability and full and final settlement of accounts.

That it is the exclusive responsibility of "M/S. [illegible]" to allot the Plots/Units of [illegible] Sq. Fts. (Carpet Area) in the Property bearing Survey No. 181/2A1, Survey No. 181/2B, Survey No. 182/1 having total advertising area about [illegible] Sq. Mtrs. situated at village Tirwada, Taluka Kalawad, District Jamnagar in favour of Party of the Sixth Part to Party of the Fourteenth Part i.e. "Building Or Designing Partner". That until the allocation of the said Constructed Property the Party of the Sixth Part to Party of the Fourteenth Part i.e. "Building Or Designing Partner" shall have the legal right of ownership and charge over the Land Property bearing Survey No. 181/2A1, Survey No. 181/2B, Survey No. 182/1 having total advertising area about [illegible] Sq. Mtrs. situated at village Tirwada, Taluka Kalawad, District Jamnagar and the said Partnership Firm and the "Developing Partners" and "Building Partners" have given their absolute consent for the same.

(d) That after the commencement of the construction of said wing on said plinth in the Property bearing Survey No. 135/1(P), Survey No. 135/1(B), Survey No. 140/2 having total admeasuring area about 01240 Sq. Mtrs., situated at village Vavadia, Taluka Kalavad, District Jamnagar and also in the common responsibility of "M/S. KODAK ABHIRAJ (1992)" to handover constructed area of Party Units having admeasuring area about 6113 Sq. Mts. (Carpet Area) in favour of Party of the Sixth Part to Party of the Fourteenth Part i.e. "Retiring Or Outgoing Partner" in discharge of their outstanding liability and full and final settlement of accounts and said Partnership "M/S. KODAK ABHIRAJ (1992)" shall sell the outstanding Party Unit to the prospective purchasers subject to the clearance and settlement of accounts of Party of the Sixth Part to Party of the Fourteenth Part i.e. "Retiring Or Outgoing Partner".

(e) That it has been mutually decided between all the Partners hereto that hereafter Party of the First Part to Party of the Third Part i.e."Continuing Partners" and Party of the Fifth Part i.e. "Incoming Partner" shall bear all the [illegible] cost all the day to day Business expenses of the said Partnership Firm, all ongoing charges, and all Government Taxes and Charges on their own becoming and they shall always keep the Party of the Fourth Part and Party of the Sixth Part to Party of the Fourteenth Part i.e. "Retiring Or Outgoing Partner".

(f) That it has been mutually decided between all the Partners hereto that after the allocation of the 6113 Sq. Mts. (Carpet area) in the Property bearing Survey No. 135/1(P), Survey No. 135/1(B), Survey No. 140/2 having total admeasuring area about 01240 Sq. Mtrs., situated at village Vavadia, Taluka Kalavad, District Jamnagar in favour of Party of the Sixth Part to Party of the Fourteenth Part i.e. "Retiring Or Outgoing Partner", the Party of the Fourth Part shall thereafter receive from the Present Partnership Firm.

(g) That Party of the Sixth Part to Party of the Fourteenth Part i.e. "Retiring Or Outgoing Partner" shall not have any claim over the project land after transfer subject to the allotment of the 6113 Sq. Mts. (Carpet Area) in the Property bearing Survey No. 135/1(P), Survey No. 135/1(B), Survey No. 140/2 having total admeasuring area about 01240 Sq. Mtrs., situated at village Vavadia, Taluka Kalavad, District Jamnagar.

(h) That it has been mutually decided between all the Partners hereto that – (i) in the future the Original Land Owner i.e. Mr. Bhimaji Bansal Singh collects any litigations or disputes with "M/S. KODAK ABHIRAJ (1992)" then (ii) then next the Party of the First Part to the Party of the Third Part i.e. "Continuing Partners" and Party of the Fifth Part i.e. "Incoming Partner" shall be obliged to clear the said dispute and the Party of the Fourth Part and Party of the Sixth Part to Party of the Fourteenth Part shall always be kept indemnified.

(c)(i) That it shall be the mutual responsibility of the Party of the First Part to the Party of the Third Part i.e. "Developing Partners" and Party of the Fifth Part i.e. "Housing Partner" to clear all the pre-sales, ongoing and future Encumbrances, Local, Town Commitment Charges/dues, Taxes, Liabilities, Incidence etc., and the Party of the Fourth Part and Party of the Sixth Part to Party of the Fourteenth Part shall always be kept indemnified.

(c)(ii) That it shall be the mutual responsibility of the Party of the First Part to the Party of the Third Part i.e. "Developing Partners" and Party of the Fifth Part i.e. "Housing Partner" to clear all the pre-sales, Encumbrances, Litigations, Charges/dues of the residential project known as "KUMAR GARRAJ" and the Party of the Fourth Part and Party of the Sixth Part to Party of the Fourteenth Part shall always be kept indemnified.

(c)(iii) That "The Real Estate (Regulation & Development) Act, 2016" has come into force w.e.f. 01/05/2017. That "KUMAR GARRAJ" is an ongoing project and the Party of the First Part to the Party of the Third Part i.e. "Developing Partners" and Party of the Fifth Part i.e. "Housing Partner" shall be obliged to comply with all the legal obligations of the said Act and the Party of the Fourth Part and Party of the Sixth Part to Party of the Fourteenth Part shall always be kept indemnified.

(c)(iv) That due to pending disputes with the adjoining land owners and original Land Owner i.e. Mr. Manraj Kunwal Singh of the said property for demarcating the boundaries so that proper land use matter of promotion concerns to be decide with. The original Land Owner i.e. Mr. Manraj Kunwal Singh of the said land has deliberately and intentionally obstructed Partners from carrying out construction work in the building, by causing undue hardship to respective Purchasers of the said project at large. The implementation of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017, and Goods Service Tax Act 2017 had affected market conditions leading to slowdown in business. Demonetization has stopped the flow flow of income. Therefore, the Partners found it difficult to carry out the construction work in scheduled manner.

That thereafter, due to personal issues the "Retiring cum Outgoing Partner" have voluntarily decided to retire themselves from the business of Partnership Firm by accepting amount of their investment from the Partnership Firm by way of allocation of Developed Property admeasuring area about 1211 Sq. Mts. (Carpet Area) in the Property bearing Survey No. 115/1/A, Survey No. 115/2/B, Survey No. 116/2 having total admeasuring area about 11240 Sq. Mts., situated at village Dahisar, Taluka Borivali, Eastern Dist. That the Party of the Fifth Part is the "Incoming Partner" has agreed to enter into the said business at the stage left by the "Retiring cum Outgoing Partner". That the "Continuing Partners" and "Incoming Partner"

are willing and ready to complete the project by paying [illegible] as it. That the "Retiring Partner" have agreed to [illegible] with all the terms both completion of project and the "Retiring Or Outgoing Partner" shall not [illegible] for any income pertaining to development of said property and the "Retiring Or Outgoing Partner" shall always be kept indemnified.

13) DUTIES OF THE PARTNERS:-

That all Partners of the said Partnership Firm shall be active Partners in the said Firm and all the Business Activity shall be jointly owned and by all the Partners. That all the Partners shall maintain complete accounts of the said Firm. That each Partner of the said Firm shall diligently and faithfully discharge their duties and liabilities. That any Partner in the said Firm shall not carry out any illegal business activity in the name of said Firm. That any Partner shall not carry any illegal activity which may cause adverse effect on the business of the said Firm. If he does so then the concerned Partner shall be held liable for the same and the other Partners and the said Firm shall have the absolute authority to render legal action in the proper Court of Law.

14) SEVERANCE OF PARTNER :-

That if any of the Partner/Partners of the said Partnership Firm intends to retire from the said Firm, then in that case the concerned Retiring Partner/Partners shall give written intimation to the said Firm and remaining Partner/Partners prior to one month of his retirement. The other Partner/Partners shall have the choice and authority to wind up all the Business activity or to continue the same. The choice of the continuity of the Business activities of the said Firm shall be of the remaining Partner/Partners of the said Firm.

That the Retiring Partner/Partners shall surrender the Goodwill of the said Firm and existing Bridge Density to the said Firm to the remaining Partner/Partners of the said Partnership Firm and shall not acquire the Goodwill of the said Firm after his retirement for his personal benefit in the future.

That Partner/Partners who fail to contribute his/her capital/share in the said Partnership Firm for any specified project or any specified stage of work / project, shall not have any authority to stop the work or obstruct other Partner/Partners from completing the project. The Remaining Partner/Partners shall raise the funds, update the Book accounts, sell/assign / transfer the project fully or partially to the Party of their choice for any consideration also if in their opinion. However such Partner/Partners shall be liable to get back consideration in such project along with interest @ 12 % per annum from the date of withdrawal of such Partner/Partners from the activities Partner/Partners out of the sale proceeds from such project after the same is completed or within any such period which shall be decided by all the Partner/Partners at the time of withdrawal.

That if any of the Partner/Partners commits default in Payment or any other amounts due and payable of the said Partnership Firm or any material breach of any terms and conditions of the said Partnership Firm, The Remaining Partner/Partners shall in their sole discretion be entitled to unanimously Retire such defaulter Partner/Partners.

Provided always that the Remaining Partner/Partners of the said Partnership Firm shall issue fifteen days prior notice in writing to such defaulter Partner/Partners. And thereafter if the said defaulter Partner/Partners continue to breach the terms and conditions of the said Partnership Deed or fails to comply the said notice then the Remaining Partner/Partners shall unanimously retire the said defaulter Partner/Partners and execute Reconstitution Deed of Partnership in the absence of defaulter Partner/Partners as he when required by the Remaining Partner/Partners of the said Partnership Firm.

(8) DISSOLUTION OF PARTNERSHIP FIRM:-

That in the event of death, retirement, insolvency, lunacy of the any Partner of the said Firm the said Partnership Firm shall not stand Dissolved. That the Legal representative or Legal heir of the concerned Partner shall take over his positions in the said Firm. However all the term and condition of the said Firm shall be binding on the said Legal representative or Legal heir and they shall abide by the same. However if the said Legal representative or Legal heir does not wish to continue in the said Firm then in such case they shall intimate the same to the said Firm or continuing Partners. That after the closing of the financial year the account of the concerned Partner shall be settled as per the Profit and Loss on the financial year and thereby the concerned Partner or his Legal representative or Legal heir shall completely retire from the said Firm and the concerned person shall give necessary undertaking unto the said Firm.

(9) THE ASSETS/ PROPERTIES OF THE FIRM :-

That all the Partners of the said Partnership Firm shall have the right over the all the Assets and Properties of the said Partnership Firm as per their respective shares. That if in the future the said Partnership Firm required to purchase any Assets and Properties, the same shall be purchase in the name of the said Firm and all the Partners shall have the right over those Assets and Properties as per their respective shares. That the said Partnership Firm shall have absolute right over the Assets and Properties of the said Partnership Firm and no Person shall claim any personal right over the Assets and Properties of the said Partnership Firm. That any Partner of the Partnership Firm shall have no authority of whatsoever nature to deal with the Assets and Properties of the said Partnership Firm without the consent of said Firm and other Partners. That any Partner is also forbidden from creating any Charge/Lien etc., over the Assets and Properties of the said Partnership Firm.

(11) DISPUTES :-

In the event of any difference or dispute concerning or in respect of any matters relating to the Partnership Firm and its Business, including the meaning and interpretation of this Deed of Partnership, shall be referred to the Arbitrators. The appointment of arbitrators shall be made and the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940.

(12) GOODWILL :-

Any Goodwill accruing to the Business of the Firm for any reason whatsoever shall wholly and exclusively belong to the Firm (and/ and no Partners shall have a right to demand a share in the Goodwill of the Firm, either during the continuance as Partner or on the retirement or expulsion or the dissolution and upon the death of any Partner his heirs will not be entitled to claim any share in the Goodwill of the Firm.

(13) INTRODUCTION OF NEW PARTNER :-

Any person may be introduced as New Partner with and only with the written consent of all the existing Partners with such conditions and terms as may be agreed upon by all the Partners at the time of such introduction and the terms and conditions agreed hereinafter and hereinafter shall extend altered to the extent they are inconsistent with the terms and conditions agreed upon at the time of the introduction.

(14) REGISTRATION / ASSESSMENT FEES :-

The Partnership shares can be transfer, shared or Gifted but such transfer cannot be executing a Deed of Amendment.

(15) CERTAIN ACTS BARRED FOR PARTNERS :-

None of the Partners without the written consent of the Firm and other Partners shall carry out the following :-

(a) Lend any of the monies or extend credit to any one to the business of the firm.

(b) Except in the ordinary course of business give any security or promise for the payment of money on account or Assets and Properties of the firm.

(c) Become, accept surety or guarantee for any person or do or knowingly suffer anything whereby the partnership property may be endangered.

(d) Assign or charges his/ their share in the Assets or Profits of the Firm.

k) Loan, accept or receive any kind of exchange or Promissory Note on account of the Firm.

12) PERSONAL LIABILITY, DUTIES & RIGHTS OF THE PARTNERS OF THE FIRM :-

a) That the said Partnership Firm shall avail loan or the limit of cash from any Bank, Financial Institution etc., as required by the said Firm. That the Partners of the said Firm shall be liable for the said Loan as per their respective share.

b) That the Partners of the Partnership shall be responsible to pay Income Tax for their respective income from the said Firm.

c) That the Partners of the said Firm shall have the authority to appoint new employees, to decide their salary, to change the employees etc. for the business activity of the said Firm.

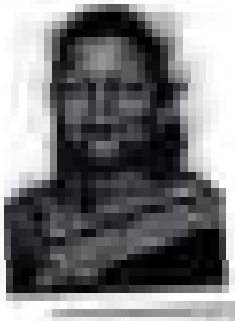
13) GENERAL:-

Subject to the provisions in this Deed, the Business of the Partnership Firm shall be run under the provisions laid down in the Indian Partnership Act, 1932 together with the modifications for the time being in force.

That all the terms and conditions of the present Partnership Firm shall be binding on all the Partners and their Legal Representatives and Legal Heirs and they shall abide by the same.

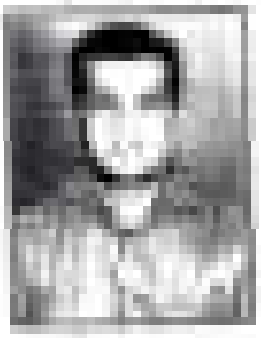
That the present RECONSTITUTION DEED OF PARTNERSHIP is the sum and parcel of the original Partnership Deed dated 01/04/2015. That the Party of the FIRST Part (or) the said Partnership Firm and Party of the Nine Part in Part of the Fourteenth Part have never had the said Partnership Firm and hence there has been change in the Constitution of the Partnership Firm. That the Parties hereto have hereby executed the present RECONSTITUTION DEED OF PARTNERSHIP to record in writing the changes of the said Partnership Firm.

In WITNESS WHEREOF the parties hereto have put their respective signatures on the deed of partnership on the day and month of the year first mentioned herein.



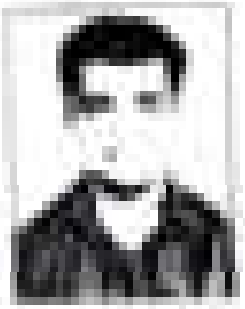
1)

(MRS. ARCHANA KUMARI MISHRA)
PARTY OF THE FIRST PART



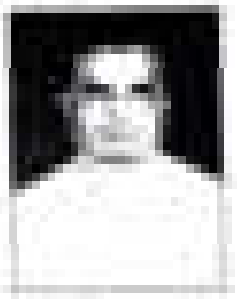
(1)

(MR. SUNIL LAXMAN PATEL.)
PARTY OF THE SECOND PART



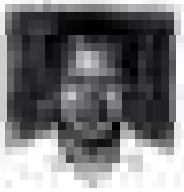
(2)

(MR. ABHISHEKBHAI DAHYABHAI PATEL.)
PARTY OF THE THIRD PART



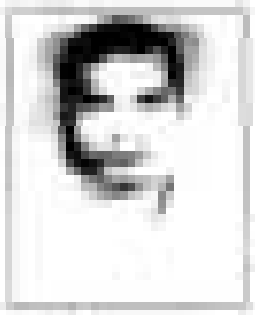
(3)

(MR. DINESHKUMAR BABARLAL PATEL.)
PARTY OF THE FOURTH PART



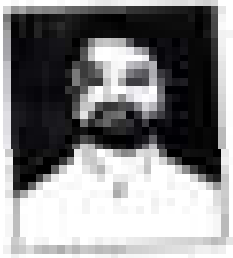
(4)

(MR. SUNIL ISHWAR MAKTED.)
PARTY OF THE FIFTH PART

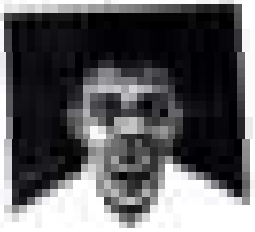


(MR. SITTHIRAVEDUL RAMANLAL PATEL.)
PARTY OF THE SIXTH PART

(MR. KIRAJAL SHRIJEERAJ PATEL.)
PARTY OF THE SEVENTH PART

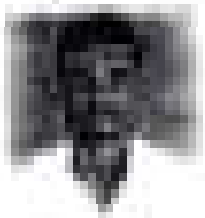


(MR. SITTANKUMAR SUKHTHANKUMA PATEL.)
PARTY OF THE EIGHT PART

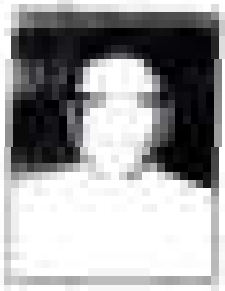


(MR. PRAVINKUMAR VARAJAL PATEL.)
PARTY OF THE NINTH PART

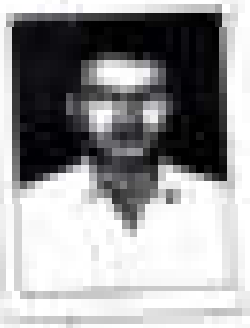
(10)
(MR. MAHESHKUMAR ISHWARBHAI PATEL)
PARTY OF THE TENTH PART

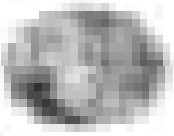


(11)
(MR. NITESH ISHWARBHAI PATEL)
PARTY OF THE ELEVENTH PART

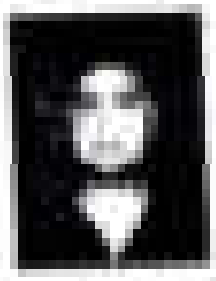


(12)
(MR. HARIS KURJIBHAI PATEL AND ANOTHER)
PARTY OF THE TWELVE PART





(13)
(MR. AJAYSINH VITTHAL PATEL)
PARTY OF THE THIRTEENTH PART



(4) [redacted]

[redacted]
[redacted]
PARTY OF THE FOURTEENTH PART

IN THE PRESENCE OF :-

1. [redacted]
   NAME :- [redacted]
   ADDRESS :- [redacted]

2. [redacted]
   NAME :- [redacted]
   ADDRESS :- [redacted]