भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

24 MAR 2017



महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ Y 223790

उप कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुरवठा दिनांक
10 MAR 2017
उप कोषागार अधिकारी, उल्हासनगर
10/3/17

AMEYA DEVELOPERS

DEED OF RE-CONSTITUTION PARTNERSHIP

THIS DEED OF RECONSTITUTION OF PARTNERSHIP, made at Mumbai on 25th March, 2017 between:

1. **SMT JYOTI PRAFUL SHAH**, the Party of the **First Part**, (which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

2. **SHRI SHAILESH KANTILAL SHAH**, the Party of the **Second Part**, (which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees), hereinafter referred to as continuing partner, all are Indian Inhabitants.

3. **SMT DARSHANA SHAILESH SHAH**, the Party of the **Third Part**, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

Rmity Maya

A. J.P.S. D.S.Shah. Ramakani

24 MAR 2017

जोडपत्र-२/Annexure-II

दस्ताचा प्रकार/अनुच्छेद क्र.
Nature of Document/Article No _____

दस्त नोंदणी करणार आहेत का ?
Whether it is to be registered _____

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव
If Registrable Name of S.R.O. _____

मिळकतीचे वर्णन
Property description in brief _____

मोबदला रक्कम
Consideration Amount _____

मुद्रांक विकत घेणाऱ्याचे नाव
Stamp Purchaser's Name Ashish Shah (Amb)

दुसऱ्या पक्षकाराचे नाव
Name of Other Party _____

हस्त असल्यास त्यांचे नाव व पत्ता
If through other person than
Name & Address Pravin B. Sabe (Amb)

मुद्रांक शुल्क रक्कम
Stamp Duty Amount _____

मुद्रांक विक्री नोंदवही अनु. क्र./दिनांक.
Serial No. 27317 Date _____

मुद्रांक विकत घेणाऱ्याची सही
Stamp Purchaser's Sign./Date _____

परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्र.
तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

VIMLA K. ATMARAMANI
Stamp Vendor, Lic. No. 1212002
Opp. Tahsildar Office, Ulhasnagar - 421 005.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

24 MAR 2017

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

24 MAR 2017



महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ Y 223789

उप कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुरवठा दिनांक
10 MAR 2017
उप कोषागार अधिकारी, उल्हासनगर
10/3/17

4. **SMT NARMADA KARSAN MAKANI**, the Party of the **Fourth Part**, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

5. **SHRI RAMBHAGAT MALCHAND AGARWAL**, the Party of the **Fifth Part**, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

6. **SMT MAYADEVI RAMBHAGAT AGARWAL**, the Party of the **Sixth Part**, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

Maya

R. J.P.S.

RKmakani

24 MAR 2017

जोडपत्र-२/Annexure-II

दस्ताचा प्रकार / अनुच्छेद क्र
Nature of Document / Article No _____

दस्त नोंदणी करणार आहेत का ?
Whether it is to be registered _____

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव
If Registrable Name of S.R.O. _____

मिळकतीचे वर्णन
Property description in brief _____

मोबदला रक्कम
Consideration Amount _____

मुद्रांक विकत घेणाऱ्याचे नाव
Stamp Purchaser's Name Ashish. Shah. (Amb)

दसऱ्या पक्षकाराचे नाव
Name of Other Party _____

हस्ते असल्यास त्यांचे नाव व पत्ता
If through other person than
Name & Address Pravin. B. Sabe (Amb)

मुद्रांक शुल्क रक्कम
Stamp Duty Amount _____

मुद्रांक विक्री नोंदवही अनु. क्र. / दिनांक.
Serial No. 27317 Date _____

24 MAR 2017

मुद्रांक विकत घेणाऱ्याची सही
Stamp Purchaser's Sign./Date _____

परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्र.
तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता

VIMLA R. AYMARAMANI
Stamp Vendor, Lic. No. 1212002
Opp. Tahsildar Office, Ulhasnagar - 421 005.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

7. **SHRI AMEYA SHRIRAM KURDUKAR, as Karta representing M/S SHRIRAM M. KURDUKAR H.U.F**, the Party of the **Seventh Part**, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

8. **SHRI AMEYA SHRIRAM KURDUKAR,** the Party of the **Eighth Part**, which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as continuing partner, all are Indian Inhabitants.

9. **SHRI ASHISH PRAFUL SHAH,** the Party of the **Nineth Part** which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include his heirs, administrators, executors and assignees) hereinafter referred to as incoming partner, all are Indian Inhabitants.

WHEREAS the parties of the First to Ninenth Parts were carrying on business in the partnership alongwith **SHRI KARSAN DEVJI MAKANI** in the firm name and style of **M/S. AMEYA DEVELOPERS** (hereinafter referred to as "the said firm") at its premises at B-10, Satyam Shopping Centre, M. G. Road, Ghatkopar (East), Mumbai - 400 077 on the terms and conditions as per the reconstitution deed of partnership dated 31th March, 2011 with effect from 25 th March, 2011 .

WHEREAS the said party **SHRI KARSAN DEVJI MAKANI** has expired on 22nd day of February, 2017 and ceased to be a partner. The parties of the First to Ninenth Parts herein have mutually decided and agreed to reconstitute the partnership of the firm with effect from 22nd day of February ,2017 upon the terms and conditions as mentioned hereinafter.

WHEREAS the said Deceased Partner has on account of death ceased to be partner with effect from 22nd day of February 2017, and henceforth the partnership business as a going concern with all its benefits, goodwill, trade-name, licenses, rights, assets and liabilities, books of accounts and outstanding shall be carried on and continued by the remaining Continuing Partners.

AND WHEREAS the parties herein have mutually decided and agreed to modify the terms and conditions of the Partnership contained in the Deeds of Partnership referred above, to the extent provided hereunder, with effect from 22nd day of February, 2017.

NOW THEREFORE THIS INDENTURE WITNESS and it is hereby agreed to by and between the parties hereto as follows:

1. NAME AND STYLE

The Partnership business has been and shall be carried on under the firm name and style of "**AMEYA DEVELOPERS**" and the business of Partnership is being carried on and shall be carried on in MUMBAI or at any other place or places and in such firm name and style as may from time to time be agreed upon mutually between the parties hereto.

RMAY Maya

A. J.P.S.

D.S.Sleech

AFMakani

2. COMMENCEMENT

The Partnership business as carried on immediately prior to these presents as per the terms of the Deed Reconstitution of Partnership dated 31th March ,2011 shall continue to be carried on under these presents from 22nd February, 2017. The parties hereto confirm that the present Partnership as constituted by the Continuing Partners hereto have taken over the entire business of Partnership as constituted by the Deed of Partnership dated 1st March,1995 referred to hereinabove with all the assets and liabilities as existing on that day.

3. NATURE OF BUSINESS

The Business of Partnership shall be that of Developers, Builders, Contractors, Dealers in Real Estate and / or such other business as may be mutually agreed upon.

4. DURATION OF PARTNERSHIP

The Partnership shall be at WILL and can be dissolved and/or reconstituted at any time by unanimous consent of all the Partners hereto and it will not be open to any one or more partners to dissolve the firm. Provided however that if any Partner desires to withdraw or retire from the Partnership, he / she shall be at liberty to do so by giving three month's notice in writing to the other Partners and at the expiration of the said notice period he/ she shall withdraw or retire.

5. BANK ACCOUNTS

The existing Bank Account or Accounts shall be continued and/or new bank Account or Accounts shall be opened with such Bank or Banks as may mutually be agreed upon by and between the Parties hereto. The said account or accounts shall be in the name of the Partnership firm and shall be operated upon either jointly or severally by the Partners as may be mutually agreed upon between the Parties hereto.

All sums received by the firm whether in cash or through cheque or other negotiable instruments or otherwise shall be deposited in such Bank Account except as may be required for the emergencies and current expenses of the business of the Partnership.

6. CAPITAL OF THE PARTNERSHIP

The capital required for the business of the partnership shall be brought in such manner and at such time as may mutually be agreed among the partners from time to time.

7. INTEREST TO PARTNERS

Each of the parties shall be entitled to simple interest at the rate of 12% per annum or such lower / higher rate as may be prescribed u/s 40(b) (iv) 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 shall be payable by the partnership on the amount standing to the credit of the capital and/ or current or loan accounts. If there is any debit balance in the account of the any of the above partner, interest at the above rate shall be payable by them. The partners shall be at liberty to increase or reduce the above rate of interest from time to time. It is also agreed that such interest shall be worked out on day to day basis.

AMB Maya

A. J.P.S.

D. S. Sheela Ramakrishna

8. REMUNERATION TO WORKING PARTNER

(1) SHRI SHAILESH KANTILAL SHAH, the Party of the **Second Part**, **(2) SMT NARMADA KARSAN MAKANI**, the Party of the **Fourth Part**, **(3) SHRI RAMBHAGAT MALCHAND AGARWAL**, the Party of the **Fifth Part** ,**(4) SHRI AMEYA SHRIRAM KURDUKAR**, the Party of the **Eighth Part** and **(5)SHRI ASHISH PRAFUL SHAH**, the Party of the **Nineth Part**, have agreed to actively devote their time and attention to the business of the
partnership. It is hereby agreed that in consideration of the above parties actively devoting their time and attention to the business of the partnership, they shall be entitled to draw yearly remuneration as under :

i) The yearly remuneration payable to the above partner shall be calculated as percentage of the book profit for each accounting year the following manner:-

In respect of First Rs. 3,00,000 of Book Profit	90%
In respect of Balance of Book Profit	60%

ii) For the purpose of the above calculation, the book profit shall be calculated on the basis of book profits as shown by the books and computed as provided in section 28 to 44D (Chapter IV - D) of the Income-Tax Act without deducting the remuneration paid or payable to the partner for the relevant accounting year.

iii) It is hereby agreed that the total remuneration as calculated above shall be distributed equally amongst the above five partners.

The profit for the year ended 31st March, 2017 is to be divided and calculated on pro-rata basis till the date of death and also remuneration to working partners calculated accordingly.

9. PROFIT SHARING RATIO

The balance Profit or Loss as the case may be, of the Partnership, after deducting all expenses incidental to carrying on of the business of the Partnership and after charging interest on capital shall be divided amongst the Partners in the following Proportions:-

NAME OF THE PARTNER		SHARING RATIO
1)	Smt. Jyoti Praful Shah	15%
2)	Shri. Shailesh Kantilal Shah	5%
3)	Smt. Darshana shailesh Shah	15%
4)	Smt. Narmada Karsan Makani	20%
5)	Shri. Rambhagat Malchand Agarwal	5%
6)	Smt. Mayadevi Rambhagat Agarwal	15%
7)	M/s. Shriram M. Kurdukar HUF	15%
8)	Shri. Ameya Shriram Kurdukar	5%
9)	Shri. Ashish Praful Shah	5%
		100%

A. J. P. S.

D. S. Shah

Narmada Karsan

10. ACCOUNTS

All necessary and proper books of accounts shall be maintained to give true and correct view of the business of the Partnership. The Accounting year of the Partnership shall be ending on 31st March, every year. For the year ending 31 st March, 2017 the profits will be calculated on pro- rata basis.

11. BORROWINGS

The Partnership firm may borrow, from time to time from such persons, firms, companies or banks, such money as may be required for the purposes of the business, as deposits or loans at an agreed rate of interest.

12. WITHDRAWAL AND DRAWINGS

It is agreed by and between the parties hereto that each of them is entitled to such withdrawals and/ or drawing as may from time to time be agreed by them.

13. DEATH, RETIREMENT OR INSOLVENCY OF A PARTNER

Death, Insolvency or Retirement of any Partner shall not dissolve the Partnership but the same shall continue as regards the Continuing Partners.

In the event of retirement, the Continuing Partners shall make up the accounts of the Partnership upto the date of retirement and pay to the retiring partners the value of the share of the retiring partners in the Partnership assets and for the purpose of the determining the value of the share of the retiring partners, the partnership Assets shall be taken at book value. The Continuing Partners shall pay to the Retiring partners the value of his / her share within three years by six half-yearly installments or earlier as may be agreed upon.

IN WITNESS THEREOF THE PARTIES, to these, PRESENTS, have set their respective hands and seals the day and year herein above mentioned.

SIGNED, SEALED AND DELIVERED
by withinnamed
SMT JYOTI PRAFUL SHAH
the Continuing partner

Jyoti P. Shah

In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SHRI SHAILESH KANTILAL SHAH
the Continuing partner

In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SMT DARSHANA SHAILESH SHAH
the Continuing partner

In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SMT NARMADA KARSAN MAKANI
the Continuing partner

In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SHRI RAMBHAGAT MALCHAND AGARWAL
the Continuing partner
In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SMT MAYADEVI RAMBHAGAT AGARWAL
the Continuing partner

In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SHRI AMEYA SHRIRAM KURDUKAR, Karta
Representing **M/S. SHRIRAM M. KURDUKAR H.U.F**
the Continuing partner

In the presence of

For SHRIRAM M. KURDUKAR (H.U.F.)

KARTA.

SIGNED, SEALED AND DELIVERED
by withinnamed
SHRI AMEYA SHRIRAM KURDUKAR
the Continuing partner

In the presence of

SIGNED, SEALED AND DELIVERED
by withinnamed
SHRI ASHISH PRAFUL SHAH
the incoming partner

In the presence of
