

महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ BW 199472

जिल्हा कोषागार कार्यालय, ठाणे
8 FEB 2023
मुद्रांक प्रमुख लिपीक / लिपीक

AGREEMENT OF ADMISSION & RETIREMENT OF PARTNER IN EXISTING LIMITED LAIBILITY PARTNERSHIP

This agreement of **Joshi And Yash Developers LLP** made and enter into at Thane on this .16th.... **Day of February, 2023.**

BETWEEN

1. **MR. KAUSTUBH GAJANAN KALKE** S/o **MR. GAJANAN DATTATRAYA KALKE**, Indian habitant, having PAN Number – AJGPK1602F, residence at, 501, SHRUSHTI REGENCY, NEAR MAHAJANWADI KHARKAR ALI, THANE (W) 400601. [Which expression shall, unless it be repugnant to the subject or context thereof, including his heirs, successors, and permitted assigns.], hereinafter referred to as **RETIRING PARTNER** of the **FIRST PART**

And

जोडपत्र - २

13 FEB 2023

दुय्यम निबंधक नोंदणी
सहदुय्यम निबंधक 560957 दिनांक .....
दस्तऐवज प्रकार - Par Deed
सदर नोंदणी करण्यात आहे का ? होय/नाही
निष्पादकाचे जोडपत्रात वर्णन - Thane
दुय्यम निबंधक भेगाव्याचे नांव - M/s Joshi And Yash Developers LLP
हजर असलेल्या व्यक्तीचे नांव, पत्ता व सही - Ritesh Pawala - 9766851
हजर पक्षकाराचे नांव -
दुय्यम दुय्यम रक्कम -

दुय्यम निबंधकाची सही - (शंकर साहेबराव यादव .....)
दुय्यम निबंधक निबंधक/पक्ष - ठाणे जिल्हा सह न्यायालय.
ठाणे (प.) - ४०० ६०१.
परकल्न दुय्यम क्रमांक - १२०१०३१

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

NOTARY ★ GOVT. OF INDIA



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BW 199473







2. **MR. JAYANTILAL KEWALCHAND JAIN** S/o **MR. KEWALCHAND KESHRIMAL JAIN**, Indian habitant, having PAN Number – ACKPJ2518C, residence at, 803, TEJADEEP TOWER, KHEMA GALI, JAMBHALI NAKA, THANE (W) 400601. [which expression shall, unless it be repugnant to the subject or context thereof, including his heirs, successors, and permitted assigns.], hereinafter referred to as **CONTINUING PARTNER** of the **SECOND PART**

And

3. **MR. RAVI RAMESH PUNAMIYA** S/o **MR. RAMESH THAKARCHAND PUNAMIYA**, Indian habitant, having PAN Number – AGYPP5632M, residence at, PUNAMIYA HOUSE, EDULJEE ROAD, TEMBHI NAKA, THANE (W) 400601 [which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, and permitted assigns.], herein after referred to **CONTINUING PARTNER** of the **THIRD PART**

K.G.Kalka R.R. Punamiya Navneet R.R. Punamiya

जोडपत्र - २

दस्त क्रमांक नोंदणी 5699 58 13 FEB 2023

सादरकर्ता ..... दिनांक .....

दस्ताचा प्रकार - Par Deed

दस्त नोंदणी करण्यात आहे का ? होय/ नाही

मिळकतीचे थोडक्यात वर्णन - Thane

मुद्रांक विकत घेणाऱ्याचे नांव - M/s Joshi And Yash Developers LLP.

दस्ते असल्यास त्यांचे नांव, पत्ता व सही - Pitesh Rawal

दुसऱ्या पक्षकाराचे नांव - .....

मुद्रांक शुल्क रक्कम - .....

मुद्रांक विकत्याची सही - (शंकर साहेबराव वादव .....

मुद्रांक विक्रीचे ठिकाण/ पत्ता - ठाणे जिल्हा सत्र न्यायालय.

ठाणे (प.) - ४०० ६०१.

परवाना मुद्रांक क्रमांक - १२०१०३१

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

NOTARY GOVT. OF INDIA

And

4. **MR. RAKESH RAMESH PUNAMIYA** S/o **MR. RAMESH THAKARCHAND PUNAMIYA**, Indian habitant, having PAN Number – AAUPP3293Q, residence at, PUNAMIYA HOUSE, EDULJEE ROAD, TEMBHI NAKA, THANE (W) 400601. [Which expression shall, unless it be repugnant to the subject or context thereof, including his heirs, successors, and permitted assigns.], hereinafter referred to as **CONTINUING PARTNER** of the **FOURTH PART**

And

5. **MR. HARSHIT JAYANTILAL JAIN** S/o **MR. JAYANTILAL KEWALCHAND JAIN**, Indian habitant, having PAN Number – CEIPJ5075G residence at, 803, TEJADEEP TOWER, KHEMA GALI, JAMBHALI NAKA, THANE (W) 400601. [Which expression shall, unless it be repugnant to the subject or context thereof, including his heirs, successors, and permitted assigns.], hereinafter referred to as **INCOMING PARTNER** of the **FIFTH PART**

WHEREAS

1) The Continuing Partners & Retiring Partners were carrying on the business of Construction, Development, Redevelopment of Real Estate Projects, Real Estate Developer & Builder for residential & commercial projects, Real estate Contractor, Construction & Real Estate Project Management, Trading of construction and related Material & equipment's, Leasing Real Estate Properties, Real estate Broker, Trading in Immovable Properties. This will be done through various channels like retail, online, export & wholesale distribution ship, etc. under the name & style of "**JOSHI AND YASH DEVELOPERS LLP**" Register with ministry of corporate affairs as Limited Liability Partnership under LLPIN - AAX-5026 at Thane as per LLP Deed dated **22nd June, 2021.**

2) From the date thereof, the said **FIFTH PART** (Incoming Partner) shall be the partner subject to the terms and condition of the said LLP deed except in so far as the some are varied by this agreement.

3) From the date thereof after the admission of the new partner, **FIRST PART** (Retiring partner) hereby record & confirm that they are retired from the said LLP & release all there right and claims to and in the said Firm and its assets of all kinds.

4) The Continuing Partner has agreed to allow the Retiring Partner to Retire and allow Incoming Partner to Continue as a partner in said running Limited Liability Partnership Business of "**JOSHI AND YASH DEVELOPERS LLP**"

5) It is therefore agreed that the Continuing Partner and Incoming Partner shall continue the Limited Liability Partnership Business of "**JOSHI AND YASH DEVELOPERS LLP**" on the Terms and Conditions hereinafter appearing.

ICICI Bank JKJoshi H. Punamiya H. Punamiya Harshit

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES/PARTNERS HERETO AS FOLLOWS:

1. This Agreement is supplemental to the LLP deed dated **22nd June, 2021** made between the said partners.

2. From ...16th..... **FEBRUARY, 2023** the said **SECOND PART, THIRD PART & FOURTH PART** (Continuing partner) **FIFTH PART** (Incoming Partner) shall be the partners of LLP subject to the terms and condition of the original LLP deed except in so far as the some are varied by this agreement.

3. From ...16th..... **FEBRUARY, 2023** the said **FIRST PART** (Retiring partner) hereby record & confirm that they are retired from the said LLP & The Retiring partner doth hereby assign, release and transfer unto the Continuing partner all their share, right, title and interest in the LLP and in all the properties, assets, credits, effects, securities, permits, licenses, quota rights, ownership rights, trade name and goodwill and contracts entered into and works executed and work-in-progress and deposits paid and moneys and properties due to the said LLP TO HOLD the same unto the Continuing Partner & Incoming Partner absolutely

4. Bank Accounts of the LLP including Loans, Advances & Credit Limits, if any, from the Banks and Financial Institutions taken by the LLP, operated by the Designated Partners & Partners i.e. operated jointly by two partners. One of them should be the PARTY OF THE SECOND PART or PARTY OF THE FIFTH PART & Second should be PARTY OF THIRD PART or PARTY OF THE FOURTH PART.

5. The capital contribution of LLP shall be the sum of Rs. 1,00,000 i.e. (Rupees One Lac Only) brought in cash/ money's worth of any property agreed by all Continuing partners and Incoming Partner for the time being of the LLP. The Capital Contribution of the LLP shall be contributed by the partners in the following form:

MR. JAYANTILAL KEWALCHAND JAIN	35,000
MR. RAVI RAMESH PUNAMIYA	17,500
MR. RAKESH RAMESH PUNAMIYA	17,500
MR. HARSHIT JAYANTILAL JAIN	30,000

6. The Continuing partners & Incoming Partner shall share the profit and losses in the LLP after payment of interest of partners' capital/Current/Loan Account and remuneration to the working partner, if any, as above and/or in accordance with any subsequent variation hereof and/or in accordance with the provision of Income-Tax Act, 1961 and or any statutory modification or re-enactment thereof as may be in force from time to time and same shall be divided between the parties hereto as under:

MR. JAYANTILAL KEWALCHAND JAIN	35.00%
MR. RAVI RAMESH PUNAMIYA	17.50%
MR. RAKESH RAMESH PUNAMIYA	17.50%
MR. HARSHIT JAYANTILAL JAIN	30.00%

J.K.Kdia JKJain R.R.Punamiya Harshit R.R.Punamiya

7. **FIRST PART** (Retiring partner) will received after the execution of this Deed Rs. 30,000.00 (Rupees Thirty Thousand only) i.e. share in Contribution in full and final payment against satisfaction of all amounts standing to the credit of the Retiring Partner in the accounts of the firm including amount of capital, interest and share of profits of the Retiring Partners in the said LLP as also in full payment of the purchase money of all the share, right, title and interest of the Retiring Partner in the said LLP in all the capital, assets, effects and goodwill thereof and the Retiring Partners will accepted payment of the said sum of Rs 30,000.00 as aforesaid in full discharge and satisfaction of all rights conferred upon the Retiring Partner on his retirement from said LLP.

8. **FIRST PART** (Retiring partner) hereby assign, release and transfer into the **SECOND PART, THIRD PART & FOURTH PART** (Continuing partners) and **FIFTH PART** (Incoming partner) all his share, right, title and interest in the LLP and in all the properties, assets, credits, effects, securities, permits, licenses, quota rights, ownership rights, trade name and goodwill and contracts entered into and works executed and work-in-progress and deposits paid and moneys and properties due to the said firm TO HOLD the same unto the Continuing Partners absolutely.

9. The New Registered Office of the LLP will be **Punamiya Bhavan, Eduljee Road, Tembhi Naka, Thane (W) 400601 Maharashtra** and/or at such other place / places as may be decided among the partners from time to time

10. The LLP shall pay such Remuneration to the working partners, it is hereby agreed that in consideration of the parties hereto actively devoting their time and attention to the LLP business as working partners as aforesaid, the LLP herein shall pay salary or remuneration out of book profit, to the both working partners every year. The quantum of such salary or remuneration payable to the said working partners shall be worked out as under:

a) on the first Rs.300,000/- of the book- profit, or in case of loss		Rs. 150,000/= or at the rate of 90% of the book-profit, whichever is more.
b) on the balance of the book-profit		at the rate of 60% of the book-profit

Remuneration payable to the said working partners calculated in above mention manner will be credited to their respective Current Capital Account of Working Partners

11. Except by modified by this agreement, the said LLP Deed of dated **22nd June, 2021** shall hereafter be read and construed as if the same had been executed by the partners hereto.

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

Signed and delivered by:
Within named, the party of the first part,
Mr. Kaustubh Gajanan Kalke
Retiring Partner, In the presence of K.G.Kalke



1) RITESH P RAWAL Ritesh Rawal
ADDRESS: Punamiya Bhavan Tembi
NAKA Thane
occupation Salaried

2) Rohit BHASKAR Gaikwad
ADDRESS: Bavdhanwada Chunge
Karjat Raigarh MAHARASHTRA
410201
occupation: Salaried

Signed and delivered by
Within named, the party of the second part,
Mr. Jayantilal Kewalchand Jain
Continuing Partner, In the presence of J.K.Jain



1) RITESH P RAWAL Ritesh Rawal
ADDRESS: Punamiya Bhavan TEMBHI NAKA
Thane
occupation: Salaried

2) ROHIT BHASKAR GAIKWAD
ADDRESS: BAVDHWADA - CHUNGE
KARJAT RAIGARH MAHARASHTRA
occupation: salaried



Signed and delivered by:
Within named, the party of the third part,
Mr. Ravi Ramesh Punamiya
Continuing Partner, In the presence of R.R.Punamiya



1) RITESH P RAWAL Ritesh Rawal
ADDRESS: Punamiya Bhavan Tembi NAKA
Thane
occupation: salaried

2) ROHIT BHASKAR GAIKWAD
ADDRESS: Bavdhwada - Chunge
Karjat Raigarh MAHARASHTRA
occupation: salaried

Signed and delivered by:
Within named, the party of the fourth part,
Mr. Rakesh Ramesh Punamiya
Continuing Partner, In the presence of



1) RITESH P RANAC Ritesh Rawal
Address Punamiya Bhavan Tembi Naka
Thane
Occupation: salaried

2) ROHIT BHASKAR GAIKWAD
Address : Bandhwada gunage
Karjat Raigarh Maharashtra
Occupation : salaried

Signed and delivered by:
Within named, the party of the fifth part,
Mr. Harshit Jayantilal Jain
Incoming Partner, In the presence of Harshit



1) RITESH P RANAC Ritesh Rawal
Address Punamiya Bhavan Tembi Naka
Thane
Occupation : salaried

2) ROHIT BHASKAR GAIKWAD
Address : Bandhwada gunage
Karjat Raigarh Maharashtra
Occupation Salaried

NOTARISED
M. F. KHAN
B.Com., LL.B.
Advocate & Notary Govt. of India
Thane, Maharashtra
Subject to Registration
16 FEB 2023