भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ AA 351554

Treasury Allotment Date and No. 23.08.2017 (AA 351554)	Serial No. 3985/17 Date 08.09.2017
Nature of Document/Article No.	
Whether it is to be Registered -	If Registrable Name of S.R.O-
Property Description in brief	As per the Document
Stamp Purchaser's Name	**Chandrakant N. Bhosale,** Kalyan (W),
If through other person then Name & Address	Self,
Name of the Other Party	-
Stamp Duty Amount	Rs.500/-
Stamp Purchaser's Signature and Date	Shri **Jay R. Birwadkar,** Stamp Vendor, Lic. No. 1206030 Kumbhar Chawl, Netivali, Kalyan (E) 421 306 (M) 9890732173

SUB-TREASURY OFFICE KALYAN

Sub-Treasury Officer Kalyan

23 AUG 2017

...ी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून सहा महिन्यात वापरणे बंधनकारक आहे

NOTARY R. S. PRADHAN THANE Regd. No. 624 / 93 GOVERNMENT OF MAHARASHTRA

NOTARY R. S. PRADHAN Dist. Thane Regd. No. 624/93 GOVT. OF MAHARASHTRA

DEED OF ADMISSION OF NEW PARTNER IN PARTNERSHIP

THIS SUPPLEMENTARY DEED OF PARTNERSHIP is made and entered into at **KALYAN** on this 12 day of September, 2017

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BETWEEN

1. **SHRI RAJESH CHANDRADEV RAI,** aged 47 years, residing at 301,C wing ,Manali Higut,Chikanghar, Kalyan West, District Thane – 421301, Indian Inhabitant, **PAN AOXPR5063H** hereinafter referred to as the party of the **FIRST PART** or **existing partner.**

2. **SHRI VIJAY G. PANDEY, aged 54 years, residing at A/4-12 Durga Nagar Complex, Chinchpada, Kalyan East, District Thane – 421306, Indian Inhabitant, PAN AACPP6755H hereinafter referred to as the party of the SECOND PART or existing partner.**

3. **SHRI CHANDRAKANT NIVRUTTI BHOSALE,** aged 53 years, residing at Viprachandhi Bhavan, Near Marathi School, Chikanghar, Kalyan West, District, Thane-421301, Indian Inhabitant, **PAN AOBPB1891H** hereinafter referred to as the party of the **THIRD PART** or **existing partner.**

AND

4. **SHRI UMESH DWARKADAS TANNA,** aged 58 years, residing at 1001 Mangeshi Sahara, Near Chhatri Bunglow, Chikanghar, Kalyan West, District Thane – 421301, Indian Inhabitant, **PAN ADCPT8619D** hereinafter referred to as the party of the **FOURTH PART** or **New Partner.**

WHEREAS the parties first, second and third part hereto are carrying on the business of **Builders and Developers** under the name and style of **M/s. Shiv Shakti Developers** at **R1, Mangeshi Sahara, Near Chattri Bungalow, Chickanghar, Kalyan West 421301, Dist. Thane** upon the terms and conditions contained in Deed of partnership dated **22nd March, 2012.**

AND WHEREAS based on request of the New Partner, the existing partners have agreed to introduce him as a partner in the partnership firm.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. This Deed is supplementary to Deed of Partnership dated 22nd March, 2012 and made between the existing partners.

2. From the date hereof, the said New Partner Shri Umesh Dwarkadas Tanna shall be a partner in M/s. Shiv Shakti Developers with the existing partners subject to the terms and conditions of the said partnership deed except in so far as the same are varied by this agreement.

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3. The existing partners shall be liable for the debts, liabilities and obligations of the old partnership and they shall indemnify and keep indemnified the new partner and also all the assets and rights of the partnership firm against such debts, liabilities and obligations and against all proceedings, costs,

claims and expenses in respect thereof. Any liability of whatsoever nature arising against the partnership firm with effect from the date of admission of new partner on account of any act done or omission of any act to be done by the existing partners shall be discharged in full by the existing partners only and the new partner shall not bear any such cost or liability.

4. The partnership business is and shall be that of providing **Builders and Developers** and or such other business or businesses as the partners may agree upon from time to time.

5. The principal place of partnership business shall be **AT R1, Mangeshi Sahara, Near Chattri Bungalow, Chickanghar, Kalyan West 421301, Dist. Thane** and or at such other place or places as the partners may from time to time agree upon.

6. The duration of partnership shall be **AT WILL** as per the mutual understanding between partners.

7. Bank account or accounts shall be opened & maintained in any bank or banks and shall be operated by the partners as per their mutual consent and understanding.

8. The fixed capital of the firm shall be Rs. 50,000/- and shall be contributed by the partners as per their sharing ratio.

   Any sum brought in by partners over and above shall be credited to personal current account of the said partner and if the partners mutually agree then simple interest @12% p.a. on credit balance in their respective fixed capital a/c & current a/c or at such rate as may be prescribed by section 40(b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force for the relevant period be paid on the same. Similarly interest shall be charged on debit balance if any at the same rate and in the same manner as provided above for payments of interest.

9. It is agreed by and between the parties hereto that the following partners (hereinafter referred to as working partners) shall devote their time and attention in the conduct of the affairs of the firm, as the circumstances and business needs may require.

   1. **SHRI UMESH DWARKADAS TANNA**
   2. **SHRI CHANDRAKANT NIVRUTTI BHOSALE**
   3. **SHRI RAJESH CHANDRADEV RAI**
   4. **SHRI VIJAY G PANDEY**

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10. The net profit & losses of the partnership business after deduction of all expenses relating to the partnership business as well as interest and remuneration payable to the partners in accordance with this deed or any supplementary deed as may be executed by the partners shall be divided between or borne by the partners in the following proportion:-

NAME OF THE PARTNERS	SHARE OF PROFIT/LOSS
1. SHRI UMESH DWARKADAS TANNA	50%
2. SHRI CHANDRAKANT NIVRUTTI BHOSALE	15%
3. SHRI RAJESH CHANDRADEV RAI	20%
4. SHRI VIJAY G PANDEY	15%
Total	100%

The total remuneration payable to the working partners shall be worked out as under:

In case of loss or profit Upto Rs. 3,00,000/- for the year	: Rs. 1,50,000/- or 90% of the book profit whichever is higher
On the book profit Exceeding Rs. 3,00,000/- for the year	: 60% of the excess over Rs. 3,00,000/-

Such total remuneration shall be paid to the working partners in their profit sharing ratio as under:

1. SHRI UMESH DWARKADAS TANNA	50%
2. SHRI CHANDRAKANT NIVRUTTI BHOSALE	15%
3. SHRI RAJESH CHANDRADEV RAI	20%
4. SHRI VIJAY G PANDEY	15%
	100%

The remuneration payable to the working partners as above shall be credited to his respective accounts on ascertainment of book profit which shall be calculated in accordance with the provisions of section 40(b) of the Income Tax Act 1961 or any other applicable provision that may be in force from time to time.

11. No partner without the consent of others:

a) Employ any of the moneys, goods and effects of the partnership or pledge the credit thereof except in the usual and ordinary course of business and for the benefit of the partners.

b) Lend any money or give credit on behalf of the partnership or have any dealings with any person, company or firm whom the other partners shall previously in writing have forbidden him or her to trust or deal with and any loss incurred through any breach of this provision shall me made good to the partnership by the partner incurring the same.

c) Enter into any bond or become bail or surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership properly or any part thereof shall be waived, attached or taken in execution.

d) Assign or mortgage his/her share or interest in the partnership. Any person committing breach of any of the foregoing stipulations shall indemnify the others of them from all loss expenses on and account thereof.

e) Admit any person into the partnership business or give any share of profit or any remuneration or any other payment by whatever name called except for the purpose of business of partnership.

12. Each partner shall at all time duly and punctually pay and discharge his/her separate and private debts and engagements whether present or future and keep indemnified there from and from all actions. A proceeding, costs, claims, and demands in respect thereof, the partnership property and the other partners and their representatives the estate and effects.

13. Proper books of accounts shall be kept wherein shall be entered particulars of all moneys, goods or effects belonging to or owing to or by the partnership or paid, received sold or purchased in the course of the partnership business and of all such other transactions, matters or things relating to the business as are usually entered in the books of account kept by persons engaged in the business of like character. The books of accounts shall be kept at the place or places as the partners hereto may agree upon and each partner shall at all times have free access to and right to inspect and copy the same.

14. As soon as practicable after 31st March on each and every year during the continuance of the partnership a personal account shall be taken and made up to 31st March. If in every such account manifest error is detected, such error forthwith be rectified.

15. Death, Insolvency or Retirement of any partner shall not dissolve the partnership between the surviving, solvent & continuing partners. In the event of insolvency of any partner he/she shall be deemed to have retired from the partnership from the date of insolvency. In the case of death of any partner, hereto agree to admit the legal heirs and representatives of the deceased partner as partner and/ or beneficiary, as the case may be.

16. In the event of death, retirement or insolvency of any partner, the continuing partners shall not be bound to close the books of accounts of business, but they shall be entitled to continue the same books of accounts up to such period to as they may decide, but not exceeding the end of the accounting year of the partnership, in which event, the profits of losses as the case a may be, deemed to have accrued at an even rate throughout and shall be appropriated accordingly.

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17. Any partner of the partnership will be entitled to represent the firm and the other partners in connection with the business and affairs of the firm before any Income-tax, Sales-tax, Central and State Excise officer or authorities before any court, Tribunal Magistrate or any government or semi-government or municipal or local bodies, authorities or offices or before any company, firm or person and any of the partner will be entitled to sign,

execute and do such acts, deeds and things as may be required for the aforesaid purpose for and on behalf of the firm and other partners and they shall be deemed as good and effectual as it the same has been executed and done by all the partners and as it all partners had authorized such partner to do so and each of the parties hereto hereby appoint the other partners or other of them as his/her attorney to the aforesaid acts, deeds and things.

18. All disputes and difference and questions whatsoever which shall either during the partnership or afterwards arise between the partners or respective representatives or between the partner and the representatives of the other partners touching these persons or things herein contained or as to any act, deed or omission of any partner or as the any other matter in any way relating to the partnership business or the affairs there of, the rights, duties or liabilities of any person under these presents shall be referred to a single arbitrator in case the parties agree upon one, otherwise two or more arbitrators, one to be appointed by each party to the difference in accordance with and subject to the Indian Arbitration Act & reconciliation 1996 or statutory modifications for the time being in forces.

IN WITNESS WHEREOF the Parties hereby have set here into their respective hands and seal, the day and the year herein above written.

SIGNED, SEALED & DELIVERED
by the withinnamed
Shri Umesh Dwarkadas Tanna
in the presence of
Witness : JAYESH RATHOD



SIGNED, SEALED & DELIVERED
by the withinnamed
Shri Rajesh Chandradev Rai
in the presence of
Witness : P. A. Landge

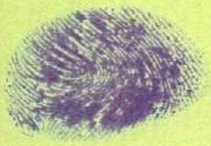


SIGNED, SEALED & DELIVERED
by the withinnamed
Shri Vijay G Pandey
in the presence of
Witness :

Harish. A. Solanki



SIGNED, SEALED & DELIVERED
by the withinnamed
Shri Chandrakant Nivrutti Bhosale
in the presence of
Witness: Ravindran Vasu Acharya.





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Shri Chandrakant Bhosale

BEFORE ME

16/9/2017

R. S. PRADHAN
M.A. LL.B., LL.M.
ADVOCATE & NOTARY
For DISTRICT THANE

16 SEP 2017

NOTED & REGD AT S. NO. 10748
DATED 16/9 OF 2017