

MAHARASHTRA ◐ 2023 ◐ CC 045912

उप कोषागार कार्यालय, भिवंडी
11 MAR 2024
उप कोषागार अधिकारी, भिवंडी.

उप कोषागार कार्यालय भिवंडी

NOTARY Faizan Ahmed M. N. Khan Bhiwandi, Dist. Thane (Maharashtra) Regd. No.:15186 Expiry Date 23/10/2024 GOVT. OF INDIA

RECONSTITUTION DEED

OF M/s. M R DEVELOPERS

This RECONSTITUTION DEED is made at Bhiwandi on this 23rd day of **March, 2024,**

BETWEEN

जोडपत्र-२

दस्ताचा प्रकार अनुक्रमांक/क्र. ..... पार्टनरशिप डिड

दस्त नोंदणी करणार आहेत का ..... [illegible]

नोंदणी होणार [illegible] ..... [illegible]

मिळकतीचे वर्णन ..... राम. आर डेव्हलपर्स तर्फे पार्टनर रिजवान अली मो. मुलतानी

मोबदला रक्कम ..... [illegible]

[illegible] ..... अदनान मुश्ताक अहमद अंसारी - परेजनगर

[illegible] .....

[illegible] .....

[illegible] .....

मुद्रांक शुल्क [illegible] ..... 406 रुपये

[illegible] 20066 18/3/24

[illegible] .....

[illegible] .....

[illegible] .....

[illegible] .....

[illegible] .....

[illegible] .....

B. S. THAKUR
STAMP VENDOR - BHIWANDI

[illegible] ..... [illegible]

[illegible] ..... आहे

NOT[illegible]
Faizan [illegible]
M. N. [illegible]
Bhiwandi, Dist.
Maharashtra
Regd. No.:151[illegible]
Expiry Date
[illegible]/10/2024
GOVT. OF IN[illegible]

BETWEEN

MR. RIZWAN ALIMOHAMMAD MULTANI, an adult Indian inhabitant having PAN ABLPM6155A and residing at, Flat No. 204, Marva Apartment, B-1 wing, Aam Pada, Behind Super Bakery, Bhiwandi, Thane - 421302 hereinafter referred to as the said **"Continuing Partner no. 1"** (which expression shall mean to include his heirs, successors and permitted assigns);

AND

MRS. FARZANA REHAN MULTANI, an adult Indian inhabitant having PAN AIIPM6290L and residing at Flat No. 803/4. Dar-Al-Aman, Paradise Park, Millat Nagar-4, Bhiwandi, Thane - 421302, hereinafter referred to as the said **"Continuing Partner no. 2"** (which expression shall mean to include her heirs, successors and permitted assigns);

AND

MR. SAUMAAN AQEEL AHMAD MOMIN, an adult Indian inhabitant having PAN EHSPM7563K and residing at 101, B-Wing, Stone Flower, Thana Road, Gauripada, Opp. Rais High School, Bhiwandi, Thane 421302, hereinafter referred to as the said **"Continuing Partner no. 3"** (which expression shall mean to include his heirs, successors and permitted assigns);

AND

MRS. RESHMA RIZWAN MULTANI, an adult Indian inhabitant having PAN ADVPM5138P and residing at, Flat No. 204, Marva Apartment, B-1 wing, Aam Pada, Behind Super Bakery, Bhiwandi, Thane - 421302, hereinafter referred to as the said **"Incoming Partner"** (which expression shall mean to include her heirs, successors and permitted assigns);

RR. multani

The Continuing Partner no. 1 to 3 are hereinafter referred to as the said **"Continuing Partners"**. The Continuing Partners and the Incoming Partner are individually hereinafter referred to as the said **"Partner"** or **"Party"** and collectively referred to as the **"Partners"** or **"Parties".**

WHEREAS:

A. The Continuing Partner no. 1 to 3 formed a partnership firm under the name and style of "M/s. M R Developers" to carry on the business of development and sale of properties which is hereinafter referred to as the said **"Firm"** and recorded the terms and conditions of the said partnership in the Partnership Deed entered between then on 28th February 2023 **("Principal Deed")**.

B. The Continuing Partner no. 1 and the Incoming Partner (hereinafter referred to as the **"Owner partners"**) are the joint owners of ALL THAT piece and parcel of N. A. land admeasuring 799.50 sq. mt. or thereabout bearing survey no. 62/6/7, Revenue village – Chavindre, Taluka – Bhiwandi, District – Thane, which is within the city limits of the Bhiwandi Nizampur City Municipal Corporation ("BNCMC") and within the registration district of Thane and sub-registration district of Mumbai (hereinafter referred to as the said **"Property"**).

C. The parties have decided to carry out the development of the said Property jointly by pooling of resources and on such terms and conditions in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. RECITALS:

The recital herein above shall form an integral part of this deed.

RR Choultani Choultani

2. **NAME & ADDRESS:**

2.1. The name of the Firm shall remain **M/s. M R Developers** as already agreed under the said Principal Deed between the partners thereto.

2.2. The address of the Firm shall be H. No. 406, Flat 102, 1st Floor, Varsha Apartment, A-Wing, Kap-Kaneri, Opp. Gore Hospital, Bhiwandi-421302.

3. **OBJECTS:**

3.1. The object of the business shall be to commence the development of the said Property and to construct units in the new building and sell the same for valuable consideration with a view of profit.

3.2. The firm shall carry out all such ancillary activities related to the abovesaid main object like renting of units constructed in the said Property, buying and amalgamating adjoining property/s, letting out any space for advertisements, hoarding, mobile tower etc.

4. **CAPITAL CONTRIBUTION:**

4.1. The initial capital of the Firm shall be Rs. 50,000/- (Rupees Fifty Thousand Only) which shall be brought in by the Partners in their profit sharing ratio.

4.2. The Partners shall be entitled to an interest @ 12% p.a. on the capital contributions brought in by them.

4.3. Further capital, as may be required, to continue the business of the Firm i.e. for the development of the said Property shall be brought in by the Continuing Partner no. 2 & 3 equally.

R.R. Multani

5. **SHARING RATIO:**

5.1. The Profits and/or losses of the business of the Firm shall be shared by the Partners in the following proportions:

Sr. No.	Name of Partner	% of Profit/loss
1.	Mr. Rizwan Ali Mohammad Multani	25.00 %
2.	Mrs. Farzana Rehan Multani	25.00 %
3.	Mr. Saumaan Aqeel Ahmad Momin	25.00 %
4.	Mrs. Reshma Rizwan Multani	25.00 %
	TOTAL	**100.00%**

6. **DESIGNATION OF THE PARTNERS:**

6.1. The designation of the Partners shall be in the following manner:

Sr. No.	Name of Partner	Designation
1.	Mr. Rizwan Ali Mohammad Multani	Working Partner
2.	Mrs. Farzana Rehan Multani	Working Partner
3.	Mr. Saumaan Aqeel Ahmad Momin	Partner
4.	Mrs. Reshma Rizwan Multani	Partner

6.2. The working partners of the Firm shall be entitled to remuneration not exceeding the limits specified under section 40(b) of the Income Tax Act, 1961.

RR. multani

6.3. No deeds, instruments or documents in respect of the said property or its developments thereof shall by binding upon the firm unless it is signed by all the partners. Alternatively, any partner may authorised in writing any of the other partner or partners to execute any such documents in his behalf.

7. RIGHTS AND DUTIES OF THE WORKING PARTNERS:

The Working Partners of the Firm shall be entitled –

7.1. to be in possession of the property for its development thereof;

7.2. to issue public notices to investigate the title of the said Property or for any other purposes as may be required;

7.3. to apply to any of the offices under the Department of Revenue to get the property surveyed and demarcated, to pay any outgoings, obtain refund, obtain certified copies, to do any other correspondence or for any other purpose as may be required;

7.4. to appoint architects, engineers, structural engineers, advocates, chartered accountants and other consultants required for the development of the said Property;

7.5. to plan the layout and building and specifications in respect of the construction proposed to be carried out on the said Property and obtain approvals for the same with the BNCMC;

7.6. to revalidate or revise and/or modify the said layout/building plans and specifications from time to time and for this purpose, if required, the Owner Partners shall be obliged to execute written consent in any prescribed format;

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7.7. to utilize the FSI of the said Property, premium FSI, ancillary FSI, available TDR and/or any other development potential as per the bye-laws of BNCMC available on the said Property entirely or in any proportion as they may deem fit;

7.8. to commence construction of the proposed building on the said Property and appoint contractors and their labour and supervisory staff inclusive of foreman, and visitors to the site etc. duly insured against all risks or workers compensation, insurance or by taking any other insurance that may be deemed necessary in law;

7.9. to register the proposed development on the said Property as single project or register various phases in the proposed development as separate projects under Real Estate (Regulation and Development) Act, 2016 (RERA) and shall also be entitled to execute necessary Flat Sale Agreement as per the standard draft to be prepared in accordance with the provisions of RERA. For this purpose, the Owner Partners, being the owners of the project land, shall be treated as 'Co-promoters' and the Firm shall be treated as 'Promoters'. The Working Partners shall take care of all the compliances with regards to MahaRERA. The Working Partners shall be entitled to represent the Firm as well as the Owner Partners before MahaRERA for the registration of project to be developed on the said Property and shall also be entitled to execute necessary forms, declarations, affidavits, indemnities, etc;

7.10. to exclusively sell the newly constructed premises to third parties and receive consideration in the Firm and apply the said consideration for the business of the Firm; for this purpose the Owner Partners shall execute or cause to execute every Agreement for Sale as 'confirming parties' and appear or cause to appear before the office of the Sub-registrar of Bhiwandi for registration of the same;

RR. multani

7.11. to do and carry out all other incidental acts, deeds and/or things required for the complete and proper development of the said Property.

8. WARRANTIES OF THE OWNER PARTNERS:

The Owner Partners hereby represents that -

8.1. they are well and sufficiently entitled to the said Property and their title to the said Property is free and marketable;

8.2. they are in possession of the original deeds and documents recited hereinabove to confirm their title of the said Property and that they shall produce the same to any lender or any authority and will permit the same to be examined, inspected or given in evidence as occasion may require;

8.3. they have not created any third party rights or any other encumbrance whatsoever on the said Property or any part thereof;

8.4. they have not entered into any agreement or arrangement, oral or written with regard to the sale of the said Property or part thereof with any third party;

8.5. there is no injunction, prohibitory order, suit or proceedings including title suit, proceedings for insolvency, taxation, requisition or acquisition proceedings nor notice of lis-pendens nor attachment either before or after judgement, including under Section 281B of the Income-tax Act, 1961, is pending in respect of the said Property or any part thereof whereby the rights of the Owner Partners are jeopardized;

8.6. there is no restriction for development of the said Property agreed in the manner set-out herein nor there is any pre-

RR. multani

requisite to obtain any approval from any authority for the same;

8.7. they shall convey the said Property to the society/association to be formed by the allottees of the proposed project on the said Property without any cost and compensation within the statutory time limit;

8.8. they shall co-operate and shall do or cause to do all such acts which shall be required for the furtherance of the development of the said Property.

9. **AMENDMENTS IN THE EARLIER AGREEMENTS:**

9.1. Clause 3 of the said Partnership Deed dated 28th February 2023 (the said "Principal Deed") to be replaced with clause 3 hereinabove.

9.2. Clause 4 of the said Principal Deed to be replaced with clause 4 hereinabove.

9.3. Clause 6 & 8 of the said Principal Deed to be replaced with clause 6 hereinabove.

9.4. In sub-clause (a) & (g) of clause 15, the words 'except in regular course of business' shall be added at the end.

9.5. Save and except the above modifications, all the terms and conditions of the said Principal Deed shall remain applicable to the partners herein.

10. **MISCELLANEOUS:**

10.1. The parties shall be entitled to envisage specific performance of the obligations agreed upon by the parties hereunder.

R.R. multani

10.2. Income Tax liabilities of the Firm shall be paid by the Firm. Individual income tax shall be paid by the respective parties on their own share. If by operation of section 9B of the Income Tax Act or any other section or any subsequent amendment thereof, the Income Tax liability of the entitlements of any of the Partner/s is to be paid by the Firm, then such Partner shall reimburse the said liability borne by the Firm to Firm promptly.

10.3. Any notices given by Registered Post at the address of the Parties herein before given shall be deemed to be sufficient service of the said notice.

10.4. This Agreement shall be subject to the exclusive jurisdiction at Bhiwandi.

10.5. If there is any dispute or differences by and between the parties or in respect of interpretation of any of the Clauses of this Agreement or otherwise the same shall be referred to a common Arbitrator before referring the Arbitration as per the provisions of Indian Arbitration Act and its amendment thereof.

IN WITNESS WHEREOF the parties have signed and subscribed their respective hands on the day and the year first herein written.

SIGNED AND DELIVERED)

By the withinnamed)

"Continuing Partner no. 1")

MR. RIZWAN ALIMOHAMMAD MULTANI)

)

)

)



FAIZAN AHMED M. N. ADVOCATE & NOTARY Bhiwandi, Dist. Thane (Maharashtra) Regd. No.:15186 GOVT. OF IN

SIGNED AND DELIVERED)

By the withinnamed)

"Continuing Partner no. 2")

MRS. FARZANA REHAN MULTANI)



Multani

FAIZAN AHMED M. N. KHAN ADVOCATE & NOTARY Bhiwandi, Dist. Thane (Maharashtra) Regd. No.:15186 GOVT. OF INDIA

SIGNED AND DELIVERED)

By the withinnamed)

"Continuing Partner no. 3")

MR. SAUMAAN AQEEL AHMAD)



ADVOCATE & NOTARY Bhiwandi, Dist. Thane (Maharashtra) Regd. No.:15186 GOVT. OF INDIA

SIGNED AND DELIVERED)

By the withinnamed)

"Incoming Partner")

MRS. RESHMA RIZWAN MULTANI)



RR. multani

FAIZAN AHMED M. N. KHAN ADVOCATE & NOTARY Bhiwandi, Dist. Thane (Maharashtra) Regd. No.:15186 GOVT. OF INDIA

Witness:

1.

S. R. A. MULTANI
B.Com., LL.B., G D C A.
Advocate High Court
101, Varsha Complex, 406/6, Kap Kaneri,
Agra Road, Kalyan Naka, Bhiwandi-421302 (Thane)

2.

NOTARIZED 15816149 23/3/14
Noted & Regd. at Sr. No.
Date
Faizan Ahmed M. N. Khan
Advocate & Notary
Regd. No. 15186 (GOVT. OF INDIA)
408, Madho Nagar, Dhamankar Naka, Bhiwandi, Dist. Thane

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABLPM6155A

नाम/ Name
RIZWAN ALIMOHAMMAD MULTANI

पिता का नाम/ Father's Name
ALIMOHAMMED MULTANI

02122019

जन्म की तारीख/
Date of Birth
11/08/1970

हस्ताक्षर / Signature

भारत सरकार
GOVERNMENT OF INDIA



रिज़वान अलीमोहम्मद मुलतानी
Rizwan Alimohammad Multani

जन्म वर्ष / Year of Birth : 1970
पुरुष / Male

4277 8102 9879

आधार — सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता: मारवा अपार्टमेंट,बी विंग,२ रा मजला,फ्लॅट नं.-२०४, सुपर बेकरी जवळ, आम पाडा, भिवंडी, ठाणे, महाराष्ट्र, 421302

Address: MARWA APT.,B WING,2ND FLOOR,FLAT NO-204, BEHIND SUPER BEKARI, AAM PADA, Bhiwandi, Thane, Maharashtra, 421302

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

FARZANA REHAN MULTANI

ABDUL KADIR HAJI ADAMJI MULLA

04/12/1974
Permanent Account Number
AIIPM6290L

Signature

09092016

Multani

भारत सरकार



फरजाना रेहान मुलतानी

Farzana Rehan Multani

जन्म तिथि / DOB: 04/12/1974

महिला / FEMALE

Mobile No.: 9890755488

5041 2342 4398

VID : 9196 1521 5430 8101

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

QR Code with Photograph

पता:
डब्ल्यू/ओ रेहान मुलतानी, फ्लैट 803, 8वाँ एफएलआर, ब्लॉग ई, विंग बी,, दर ऑल अमन ब्लदग,, चौथा निजामपुरा,, भिवान्दी, ठाणे, महाराष्ट्र - 421302

Address:
W/O Rehan Multani, Flat 803, 8th Flr, Bldg E, Wing B,, Dar Al Aman Bldg,, 4th Nizampura,, Bhiwandi, Thane, Maharashtra - 421302

Generation Date: 18/09/2019

5041 2342 4398

VID : 9196 1521 5430 8101

1947
1800 300 1947

help@uidai.gov.in

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P.O. Box No. 1947,
Bengaluru-560 001

Rulfani


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
EHSPM7563K
नाम / Name
SAUMAAN AQEEL AHMAD MOMIN
पिता का नाम / Father's Name
AQEEL AHMAD NAZEER MOMIN
जन्म की तारीख / Date of Birth
20/12/1998

आधार

भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0000/00963/60295

To
सौमान अकील अहमद मोमिन
Saumaan Aqeel Ahmad Momin
101/B-wing/Stone Flower
Thana road
Gauripada
Opp. Rais High School
Bhiwandi
Thane Maharashtra - 421308
9503079456

Signature Not Verified
Digitally signed by UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Date: 2022.08.22 04:21:01 IST

आपका आधार क्रमांक / Your Aadhaar No. :

8216 3700 1059
VID : 9173 7685 5599 6268

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India

आधार



सौमान अकील अहमद मोमिन
Saumaan Aqeel Ahmad Momin
जन्म तिथि/DOB: 20/12/1996
पुरुष/ MALE

8216 3700 1059
VID : 9173 7685 5599 6268

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

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- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

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- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
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Unique Identification Authority of India

पता:
१०१/बी-विंग/स्टोन फ्लावर, थाना रोड, ऑप. राईस हाई स्कूल, गौरीपाड़ा, भिवंडी, ठाणे,
महाराष्ट्र - 421308

Address:
101/B-wing/Stone Flower, Thana road, Opp. Rais High School, Gauripada, Bhiwandi, Thane,
Maharashtra - 421308

Download Date: 22/08/2022

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VID : 9173 7685 5599 6268

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/PERMANENT ACCOUNT NUMBER
ADVPM5138P
RESHMA RIZWAN MULTANI
RAFIQUE GANI LULANIYA
21-12-1977
/SIGNATURE

RR. multani

भारत सरकार
GOVERNMENT OF INDIA



रेश्मा रिजवान मुलतानी
Roshma Rizwan Multani

जन्म वर्ष / Year of Birth : 1977
स्त्री / Female

3564 2792 2830

आधार – सामान्य माणसाचा अधिकार

आधार

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता मारवा अपार्टमेंट,बी-विंग,२रा मजला,फ्लॅट नं.२०४, सुपर बेकरी च्या मागे, आम पाडा, भिवंडी, ठाणे, महाराष्ट्र, 421302

Address: MARWA APT,B-WING,2ND FLOOR,FLAT NO.204, BEHIND SUPER BAKERY, AAM PADA, Bhiwandi, Thane, Maharashtra, 421302

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1800 180 1947

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