

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

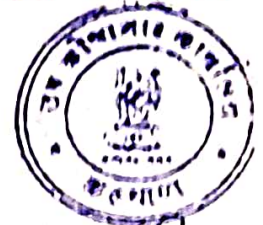


(सत्यमेव जयते)

महाराष्ट्र MAHARASHTRA

2021

BM 366109



ब. कोषागार अधिकारी
कल्याण

DEED OF ADMISSION

THIS AGREEMENT is made and executed at Dombivli on 1st October, 2022.

BETWEEN

- 1) MR. MILIND JAGANNATH WALEKAR, aged about 57 years, residing at Shanti Apartment, Ambarnath-Badlapur Road, Belavi, Badlapur (West) Thane, Maharashtra - 421503, Indian Inhabitant, (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "CONTINUING PARTNERS" of the ONE PART;

1) Milind

2) Bhavesh

3) Prasad

4) Prasad Walekar

5) Prasad

6) Prasad

7) Bhavesh

8) Prasad

9) Prasad

पृष्ठ संख्या - 2

12/15

पुस्तक संख्या
पुस्तक
पृष्ठ
दिनांक
पुस्तक
पृष्ठ

For Sai Ganesh Enterprises

Partner

8 SEP 2022

पुस्तक
पृष्ठ संख्या
दिनांक

[Signature]

पुस्तक संख्या
पुस्तक पृष्ठ संख्या
पुस्तक पृष्ठ संख्या
पुस्तक पृष्ठ संख्या

[Signature]

ज्या साधनासाठी पुस्तक संख्या 12 केला त्याची पुस्तक पृष्ठ संख्या
पुस्तक पृष्ठ संख्या 12 केला त्याची पुस्तक पृष्ठ संख्या

8 SEP 2022



2) MR. BHAVESH JAYANTILAL PATEL aged about 39 years, residing at R L – 41, 2nd Floor, Shree Umiya Palace, Milap Nagar, MIDC, Opp AIMS Hospital, Dombivli (East) Kalyan, Thane, Maharashtra-421201 Indian Inhabitant, (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "CONTINUING PARTNERS" of the SECOND PART;

3) MR. SURESH SHANTARAM MHATRE aged about 55 years, residing at Shri Saldham Bungalow, Retibandar Cross Road, Devicha Pada, Dombivli (West) Kalyan, Thane, Maharashtra – 421 202 Indian Inhabitant, (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "CONTINUING PARTNERS" of the THIRD PART;

4) MR. AMOL TANAJIRAO WALEKAR aged about 40 years, residing at Shanti Apartment, Ambarnath-Badlapur Road, Belavali, Badlapur (West) Thane, Maharashtra - 421503 Indian Inhabitant, (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "CONTINUING PARTNERS" of the FORTH PART;

AND

5) MR. AJINKYA SHIVKUMAR WALEKAR, aged about 29 years, residing at Shanti Apartment, Ambarnath-Badlapur Road, Belavali, Badlapur (West) Thane, Maharashtra - 421503 Indian Inhabitant, (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "INCOMING PARTNERS" of the FIFTH PART;

" Suresh

" Bhaves

" Amol

" Ajinkya

" Amol

" Amol

" Bhaves

" Amol

" Prasad Mhatre

- 6) MR. MIRAJ MILIND WALEKAR, aged about 28 years, residing at Shanti Apartment, Ambarnath-Badlapur Road, Belavali, Badlapur (West) Thane, Maharashtra – 421503 Indian Inhabitant, (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "INCOMING PARTNERS" of the SIXTH PART;
- 7) MRS. BHAVNA BHAVESH PATEL aged about 38 years, residing at R L – 41, 2nd Floor, Shree Umiya Palace, Milap Nagar, MIDC, Opp AIMS Hospital, Dombivli (East) Kalyan, Thane, Maharashtra-421201 Indian Inhabitant (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "THE INCOMING PARTNER" of the SEVENTH PART;
- 8) MR. SUNIL SHANTARAM MHATRE aged about 52 years, residing at Shri Saidham Bungalow, Retibandar Cross Road, Devicha Pada, Dombivli (West) Kalyan, Thane, Maharashtra – 421 202 Indian Inhabitant (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "THE INCOMING PARTNER" of the EIGHTH PART;
- 9) MR. PRASAD SURESH MHATRE aged about 24 years, residing at Shri Saidham Bungalow, Retibandar Cross Road, Devicha Pada, Dombivli (West) Kalyan, Thane, Maharashtra – 421 202 Indian Inhabitant (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors or administrators) hereinafter called "THE INCOMING PARTNER" of the NINTH PART;

WHEREAS the CONTINUING PARTNERS are carrying on business in partnership in the name of "M/s. SAI GANESH ENTERPRISES" having their office A-9, Balkrishna Apartment, Near Vishnu Nagar Police Station, Ghanshyam Gupte Road, Dombivli (West) Kalyan, Thane, Maharashtra – 421202 by virtue of the deed of partnership dated the 20th December, 2012 entered into between them.

" Miraj Walekar

" Bhavna Patel

" Sunil Mhatre

" Prasad Suresh Mhatre

" Prasad Suresh Mhatre

" Prasad Suresh Mhatre

" Bhavna Patel

" Prasad Suresh Mhatre

" Prasad Suresh Mhatre

AND WHEREAS the **CONTINUING PARTNERS** now desire to admit the **INCOMING PARTNERS** as an additional partner in the said partnership and the **INCOMING PARTNERS** are also willing to join the said partnership on the terms hereinafter provided.

AND WHEREAS each of the **INCOMING PARTNERS** are willing to bring in a capital contribution of Rs 5,000/- (Rupees Five Thousand only) in the Firm. Further Capital Shall be brought in as and when required as per need of business.

AND WHEREAS the Continuing Partners desire to share of profit and loss sharing ratio in the said firm to the Incoming Partners as per change in ratio stated in the deed herein below.

CONTINUING PARTNERS	INCOMING PARTNERS	PSR RATIO
Mr. Milind Jagannath Walekar	Mr. Ajinkya Shivkumar Walekar	10.00%
Mr. Milind Jagannath Walekar	Mr. Miraj Milind Walekar	10.00%
Mr. Milind Jagannath Walekar	Mr. Prasad Suresh Mhatre	2.00%
Mr. Bhavesh Jayantilal Patel	Mrs. Bhavna Bhavesh Patel	15.00%
Mr. Bhavesh Jayantilal Patel	Mr. Prasad Suresh Mhatre	3.00%
Mr. Suresh Shantaram Mhatre	Mr. Sunil Shantaram Mhatre	10.00%
Mr. Suresh Shantaram Mhatre	Mr. Prasad Suresh Mhatre	5.00%

AND WHEREAS the Continuing and Incoming partners have agreed to contribute capital as per same ratio of profit and loss as provided hereinafter and also to put in their efforts, knowledge and experience for the business of the partnership.

NOW IT IS AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS –

1. That The **CONTINUING PARTNERS** hereby admit “THE **INCOMING PARTNERS**” as partners along with the **CONTINUING PARTNERS** of the said firm carried on in the name of “M/s. SAI GANESH ENTERPRISES” as with effect from the 1st October, 2022.
2. That the partnership business will be carried on in the same name as above mentioned and at the same place of business as at present.

1) Milind

2) Bhavesh

3) Prasad

4) Prasad

5) Prasad

6) Prasad

7) Bhavesh

8) Prasad

9) Prasad

3. The partnership business is of Builders and Developers & Constructions and other business or business as the parties hereto may agree upon time to time.
4. All parties hereto hereinafter (hereinafter called the working partners) have agreed to devote their such time and attention in conduction the affairs of the firm as may be mutually agreed upon by them from time to time as the circumstances and business needs may require.

The total remuneration including salary, bonus, commission etc. payable to the working partners shall be worked out as under,

I	On the first Rs.3,00,000/- of the profit, or in case of loss.	Rs.1,50,000 or @ 90% of book profit whichever is more ,
II	On the balance amount of book profit	@ 60% of book profit

EXPLANATION: - For the purpose of this clause the expression "Book Profit" shall mean the Book Profit as defined in U/S. 40 (b) of Income Tax Act 1961 or any statutory modification or re-enactment thereof for the time being in force.

Such total remuneration shall be paid to all working partners in their profit-sharing ratio.

5. That the shares of the parties hereto in the net profits and losses of the partnership business including the capital gains and losses shall be shared and / or borne by the parties hereto as under -:

1) M. S. Kumar 2) Bhuvag 3) Blad

4) AT. W. K. K. K. 5) V. S. D. 6) Q. D.

7) Bhuvag 8) Q. D. 9) P. S. D.

SHARE of profit and loss in %

CONTINUING PARTNERS

1. MR. MILIND JAGANNATH WALEKAR	10 %
2. MR. BHAVESH JAYANTILAL PATEL	15 %
3. MR. SURESH SHANTARAM MHATRE	10 %
4. MR. AMOL TANAJIRAO WALEKAR	10%

INCOMING PARTNER

5. MR. AJINKYA SHIVKUMAR WALEKAR	10%
6. MR. MIRAJ MILIND WALEKAR	10%
7. MRS. BHAVNA BHAVESH PATEL	15%
8. MR. SUNIL SHANTARAM MHATRE	10%
9. MR. PRASAD SURESH MHATRE	10%

.....
100%

6. That the duration of this fresh partnership will be at will and any partner may retire from the partnership by one month's prior notice.
7. That subject to what is otherwise provided herein the terms and conditions mentioned in the said deed of partnership dated 20th December, 2012 will be binding on the parties, as if the said "THE INCOMING PARTNER" was a party thereto and subject as aforesaid the said the deed of partnership as amended by this agreement will be treated the deed of partnership between the parties hereto.

1)

Milind

2)

Bhaves

3)

Prasad

4)

Amol Tanajirao

5)

Miraj

6)

Bhavna

7)

Bhumi

8)

Sunil

9)

Prasad Mhatre

8. That the change in the constitution of the said firm made by this agreement will be notified or registered under the Indian Partnership Act, 1932 and the Income-tax Act, 1961, as per the legal requirements thereof.
9. That Death, retirement or insolvency of a partner shall not dissolve the partnership firm.
10. That in case of death or retirement of any partner, all share capital, income, deposits of the partnership firm up to the date of such death shall be accounted for and such amount shall be paid to the heirs of such deceased partner or retired partner as may be mutually agreed upon. Also, such amount shall be paid in such manner, or in such installments, with or without interest, and at such rate of interest as may be mutually agreed.
11. That the goodwill of the organization shall not be treated as income of the organization for the purpose of calculating share of capital of the retired partner or deceased person and the goodwill of the organization shall remain the property of the organization.
12. All disputes and difference whatsoever which shall either during the partnership or after the termination thereof arise between the partners or their respective representative or between any partner and the representative of the other partner touching these presents on the construction or application these of or any clause or thing therein contained ; or any account, valuation , division , debts on liabilities to be made hereunder or as to any other matter in or the rights duties or liabilities or any person under these presents shall be referred to a sole arbitrator, to be appointed in accordance with and subject to the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the award or awards of such arbitrator of the Umpire as the case may be shall be binding on all the parties to the said disputes. The place of arbitration shall be at Dombivli.

1)

Munim

2)

Bhaves

3)

Arad

4)

Arad

5)

Arad

6)

Arad

7)

Bhaves

8)

Arad

9)

Prasad Mahatra

IN WITNESS WHEREOF THE parties hereto have hereinto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY THE }

Within named CONTINUING PARTNER } ✓

MR. MILIND JAGANNATH WALEKAR, }



Milind

SIGNED SEALED AND DELIVERED BY THE }

Within named CONTINUING PARTNER } ✓

MR. BHAVESH JAYANTILAL PATEL }



Bhavesh

SIGNED SEALED AND DELIVERED BY THE }

Within named CONTINUING PARTNER } ✓

MR. SURESH SHANTARAM MHATRE }



Suresh

SIGNED SEALED AND DELIVERED BY THE }

Within named CONTINUING PARTNER } ✓

MR. AMOL TANAJIRAO WALEKAR }



Amol

1) *Milind*
2) *AT Walekar*

2) *Bhavesh*

3) *Suresh*

3) *Amol*

3) *Amol*

2) *Bhavesh*

3) *Amol*

2) *Prasad Mhatre*

SIGNED SEALED AND DELIVERED BY THE }
Within named INCOMING PARTNER } ✓
MR. AJINKYA SHIVKUMAR WALEKAR }



SIGNED SEALED AND DELIVERED BY THE }
Within named INCOMING PARTNER } ✓
MR. MIRAJ MILIND WALEKAR }



SIGNED SEALED AND DELIVERED BY THE }
Within named INCOMING PARTNER } ✓
MRS. BHAVNA BHAVESH PATEL }



SIGNED SEALED AND DELIVERED BY THE }
Within named INCOMING PARTNER } ✓
MR. SUNIL SHANTARAM MHATRE }



SIGNED SEALED AND DELIVERED BY THE }
Within named INCOMING PARTNER } ✓
MR. PRASAD SURESH MHATRE }



" *Miraj*

" *Bhavesh*

" *Prasad*

" *Prasad Suresh Mhatre*

" *Prasad*

" *Prasad*

" *Bhavna*

" *Prasad*

" *Prasad Mhatre*