भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

12 APR 2022

जोडपत्र - २/ Annexure-II

महाराष्ट्र MAHARASHTRA

2021

ZX 413080

Nature of document/ Article No.	25(b)
Whether it is to be Registered	–
If Registrable Name of S.R.O	–
Property Description in brief	–
Consideration Amount	–
Stamp Purchaser's Name	Krishna Buildcon
Name of the other Party	–
If through other person then Name & Address	thr. Nirad D. Kasikar Badlapur
Stamp Duty Amount	100/-
Serial No. /Date	4357/2022 12/04/2022
Stamp Purchaser's sign/Date	12 APR 2022

कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुरवठा दिनांक
- 8 APR 2022
उप कोषागार अधिकारी, उल्हासनगर

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

RAVINDRA W. JADHAV
STAMP VENDOR
Gurukrupa, Opp. Forest Office,
Station Pada, Kulgaon, Badlapur (E)
Lic. No. 1212013

M/s. KRISHNA BUILDCON
SUPPLIMENTARY DEED OF PARTNERSHIP

THIS SUPPLIMENTARY DEED OF PARTNERSHIP is made and entered into at Badlapur on this 12th day of April, 2022 BETWEEN

(1) Mr. SANDEEP DAHYABHAI PATEL aged about 57 years residing at 204, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503. Indian Inhabitant hereinafter referred to as the party of the FIRST PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

1) 3) 5) Ishwar Pokar

2) 4)

(2) Mr. PRAMOD VISHNU PATIL aged about 44 years residing at House No., 937, Barku Pada, Shiv Mandir Road, Ambernath (e), Dist-Thane-421 501. Indian Inhabitant hereinafter referred to as the party of the SECOND PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

(3) Mr. ABHISHEK NARAYAN PATHADE aged about 27 years residing at 101, Shree Samarth Arcade CHS Ltd, Near Deshmukh Garden, Mulund (East), Mumbai (Suburban), Maharashtra, 400081, India. Indian Inhabitant hereinafter referred to as the party of the THIRD PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

(4) Mr. KISHAN SANDEEP PATEL aged about 26 years residing at 204, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503. Indian Inhabitant hereinafter referred to as the party of the FOURTH PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

(5) Mr. ISHWAR LALJI POKAR aged about 39 years residing at 704, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503.. Indian Inhabitant hereinafter referred to as the party of the FIFTH PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

WHEREAS THE PARTIES hereto of First to Fifth part were carrying on the business of **Builders and Developers, Purchasing, Developing and Selling of Plots Lands and Properties, and Civil Constructions and related business**, and such other business or businesses having their office at Shop No.11,12, Anandi Avenue Building, Bharat College Road, Near Mohan Green Wood, Manjarli, Badlapur (West) – 421 503 under the name and style of **M/s. KRISHNA BUILDCON** from **9TH AUGUST, 2021** as per Deed of Partnership executed on **9TH AUGUST, 2021** between them.

1 Saty 2 [signature] 5 Ishwar Pokar

3 Apathade 4 Bishan

Now from 12th day of April, 2022 we have shifted our office at 204, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503. The property belongs to Sandeep Dayabhai Patel, a partner in this partnership firm.

We declare that now our office address of our Partnership firm M/s. KRISHNA BUILDCON will be 204, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503.

Declared on this day 9TH AUGUST of 2021.

(1) Mr. SANDEEP DAHYABHAI PATEL

(2) Mr. PRAMOD VISHNU PATIL

(3) Mr. ABHISHEK NARAYAN PATHADE

(4) Mr. KISHAN SANDEEP PATEL

(5) Mr. ISHWAR LALJI POKAR

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

7 JUL 2021



महाराष्ट्र MAHARASHTRA ◑ 2021 ◑ BD 629823

उप कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुस्तक दिनांक
11 JUN 2021
उप कोषागार अधिकारी, उल्हासनगर
11/6/2021

7 JUL 2021

M/s. KRISHNA BUILDCON

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made and entered into at Badlapur on this **9th day of August, 2021** **BETWEEN**

(1) **MR SANDEEP DAHYABHAI PATEL** aged about 57 years residing at 204, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503.. Indian Inhabitant hereinafter referred to as the party of the **FIRST PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

1 Sandy. 3 Aprathade 5 Ishwar Pokar

2 Dipali 4 Rishan

07 JUL 2021

Vinod D. Kalikar - BDL

07 JUL 2021

(2) **Mr. PRAMOD VISHNU PATIL** aged about 44 years residing at House No., 937, Barku Pada, Shiv Mandir Road, Ambernath (East), Dist-Thane-421 501. Indian Inhabitant hereinafter referred to as the party of the **SECOND PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

(3) **Mr. ABHISHEK NARAYAN PATHADE** aged about 27 years residing at 101, Shree Samarth Arcade CHS Ltd, Near Deshmukh Garden, Mulund (East), Mumbai (Suburban), Maharashtra, 400081, India. Indian Inhabitant hereinafter referred to as the party of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

(4) **MR KISHAN SANDEEP PATEL** aged about 26 years residing at 204, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503.. Indian Inhabitant hereinafter referred to as the party of the **FOURTH PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

(5) **MR ISHWAR LALJI POKAR** aged about 39 years residing at 704, A Wing, Satyam Prime, Near Tulsi Angan Soc., Badlapur (East), Dist-Thane-421 503.. Indian Inhabitant hereinafter referred to as the party of the **FIFTH PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, legal representative, executors, administrators and assigns).

WHEREAS, the parties hereto have agreed to commence and have commenced the business of **Builders and Developers, Purchasing, Developing and Selling of Plots Lands and Properties, and Civil Constructions and related business** having their office at **Shop No.11,12, Anandi Avenue Building, Bharat College Road, Near Mohan Green Wood, Manjarli, Badlapur (West) – 421 503** under the name and style of " **M/s. KRISHNA BUILDCON**" as and from **9th day of August, 2021** under certain terms and conditions agreed to by and between them.

And whereas the party of the First part to Fifth part mutually decided to construct multi storied building and develop the said land jointly in partnership under the name and style of Partnership Firm **M/s. KRISHNA BUILDCON**.

1> 3> 5> Ishwar Pokar

NOW, the parties hereto have deemed it expedient and are desirous of recording the terms and conditions including interest, salary and remuneration to Partners of their Partnership business as agreed between them.

NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER :-

1. The Partnership business is and shall be carried on under the name and style of **" M/s. KRISHNA BUILDCON"** and or such other name or names as the parties hereto may agree upon from time to time.

2. The Partnership firm carries on the business having their office at **Shop No.11,12, Anandi Avenue Building, Bharat College Road, Near Mohan Green Wood, Manjarli, Badlapur (West) – 421 503.** The firm may also carry on business from such other place or Places as the parties hereto may agree upon from time to time.

3. The Partnership business is that of **Builders and Developers, Purchasing, Developing and Selling of Plots Lands and Properties, and Civil Constructions and related business,** and such other business or businesses as the parties hereto may agree upon time to time.

4. The partnership business shall be deemed to have been commenced as and from **9th day of August, 2021.**

5. The Duration of the Partnership business shall be **"AT WILL".**

6. The Accounting year of the Partnership shall be financial year (1st April to 31st March Next) and accordingly, first accounting year shall end on 31-3-2022.

7. At the end of every such accounting year, a profit and loss Account and a Balance Sheet shall be drawn up and approved by All Partners.

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

1) 3) 5) Ishwar Lokar

2) 4) Kishan

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

(a) In case of Book Loss for the year	NIL
(b) In the case of book-profit up to Rs. 3,00,000/- for the year;	Rs.1,50,000/- or 90% of the book-profit which ever is higher,
(c) On the balance of the book-profit	at the rate of 60 percent;

Explanation:- For the purpose of this clause the expression "Book Profit" shall mean the "Book profits as defined in section 40(b) of the Income – Tax Act, 1961 or any statutory modifications or reenactment thereof, for the time being in force."

The remuneration payable to the working partner as above shall be credited to his respective accounts on ascertainment of book profit in their profit sharing ratios.

9) (i) **Initially capital of Rs.50,000/=** will be contributed by the Partner in their profit sharing ratio.

ii) Additional capital necessary for business shall be brought in by the partners in such manner and on such terms as may be mutually agreed upon by the partners from time to time.

(iii) Simple Interest per annum at the rate of 12 % or such lower or higher rate as may be prescribed under section 40(b)(iv) of the Income Tax Act, 1961 or any applicable provisions, as may in force for the Income Tax Assessment of the Partnership Firm, Or as decided by the Partners from time to time, For the relevant accounting period shall be payable by the Partnership firm on the amount standing to the credit in the capital or loan account of the Partners. If there is a debit balance in the account of any Partner, Interest at the rate of it shall be payable by him to the firm. The Partners shall be at the liberty to increase or reduce the above rate of interest from time to time.

2) 3) 5)

1) 4)

10. The Net Profit/or losses of the partnership business, including the capital gains and losses shall be shared and/or borne by the parties hereto as under :-

	PARTNERS	SHARE %
(1)	MR SANDEEP DAHYABHAI PATEL	30.00 %
(2)	Mr. PRAMOD VISHNU PATIL	30.00 %
(3)	Mr. ABHISHEK NARAYAN PATHADE	17.50 %
(4)	Mr. KISHAN SANDEEP PATEL	15.00 %
(5)	Mr. ISHWAR LALJI POKAR	07.50 %
		100.00 %

11. Right, title and interest over the Goodwill of Partnership business shall belong to all the parties in the same proportion in which their share ratio.

12. All pertinent books of accounts shall be maintained passing genuine, regular entries therein for all moneys, goods or effects received or paid, sold or purchased in the course of the Partnership business and shall keep such account books, papers, files, documents, if any, in the business premises or such other places as the parties hereto may from time to time decide and each partner shall at all times have free access to the same.

(13) That the Bank Account shall be opened in the name of the firm and same shall be jointly operated by any two partners or as decided by the partners as from time to time.

14. Each Partner shall:-

a. be just faithful to the other in all transaction and dealing relating to the said partnership business;

b. at all times give to the other of them just and faithful and account of the Partnership business without any concealment or suppression and shall also upon every reasonable request furnish a full and correct explanation thereof to the other of them;

c. when attending to the Partnership business shall carry on the same to the greatest common advantage.

d. indemnify the Partnership or the other Partner thereof from any loss caused to it or them by fraud or willful neglect in the conduct of the Partnership business; and

1) 3) 5)

e. shall bear and pay his separate and private debts and liabilities and other Partner shall not be responsible for the same and shall indemnify the Partnership and other partners from any loss caused to it or their by his individual dealings or deeds which are not done or committed in ordinary course of the Partnership business.

15. Neither Partner shall, without the written consent of the other Partners:-

a. be entitled to transfer or charge his respective shares, right, or interest in the firm to any person or persons introduce any new Partner in the business;

b. assign, mortgage, charge or create any lien, right or interest, on his share in the assets or profit of the firm; and

c. employ any of the moneys, goods or effects of the said partnership or the pledge the credit thereof except in the ordinary course of the business and for the benefit of the said partnership.

16. If any Partner desires to retire from the Partnership business he shall give one month prior notice in writing to the other partner upon expiry of such period he shall be deemed to have retired from the Partnership business.

17. That the death or retirement of any partner shall not dissolve the firm and the surviving or continuing partners along with legal heirs of deceased partners shall be entitled to continue the business. It is agreed by the parties that the legal heirs of the deceased partner shall be entitle the same percentage of share profit as of the deceased partner.

18. On dissolution of the Partnership a full and general account shall be taken of all moneys, stock-in-trade, debts and affects that belong or due to partnership and of all the liabilities of the Partnership including capital and same shall be dealt with in the accordance the provisions of Indian Partnership Act,1932.

19. Any clause of this Partnership Deed can be "Altered/Deleted or New Clause can be added thereof with the written consent of all the partners hereto by executing supplementary deed & same should be considered as Part of the Partnership Deed.

20. None of the partners hereto shall pledge the credit of the partnership business except in the usual and regular course of the business or give credit to any other firms, company or person without prior written consent of the other partner.

1) 3) 5)

21. All outgoings and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profit, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the partnership business. The partners shall not take/withdraw their profits and capital before clearing and discharging of all the liabilities of the firm.

22. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

23. Each partner shall at all times duly and punctually pay and discharge his separate and private debts and engagements whether present or future and keep indemnified therefrom and from all actions, proceedings, costs, claims and demands in respect thereof the partnership property and other partners, their representatives and their estates and effects.

24. All disputes and questions which shall arise either during the continuance of the partnership or afterwards between the Parties or their respective representatives or any of them touching these presents or the construction or application, thereof, or any clause or things herein contained or any account, valuation or divisions of the assets, of debts or liabilities of the Partnership business or any valuation of the share of Partners or relating to the partnership business, or the affairs thereof or the rights, duties or liabilities of any persons under these presents shall be referred to Arbitration in accordance with and subject to the provisions of the Indian Arbitration Act,1940 or any statutory modification or such re-enactment thereof for the time being in force.

1) Sutty 3) Apathade 5) Ishwar Pokar

2) Dipali 4) Kishan

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HAND THE DAY AND THE YEAR FIRST MERE IN ABOVE MENTIOED

SIGNED AND DELIVERED by the withinnamed)
MR SANDEEP DAHYABHAI PATEL)
In the presence of Govind B. Patel.)
)

SIGNED AND DELIVERED by the withinnamed)
Mr. PRAMOD VISHNU PATIL)
In the presence of Govind B. Patel.)
)

SIGNED AND DELIVERED by the withinnamed)
Mr. ABHISHEK NARAYAN PATHADE)
In the presence of Govind B. Patel.)
)

SIGNED AND DELIVERED by the withinnamed)
Mr. KISHAN SANDEEP PATEL)
In the presence of Govind B. Patel.)
)

SIGNED AND DELIVERED by the withinnamed)
Mr. ISHWAR LALJI POKAR)
In the presence of Govind B. Patel.)
)

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