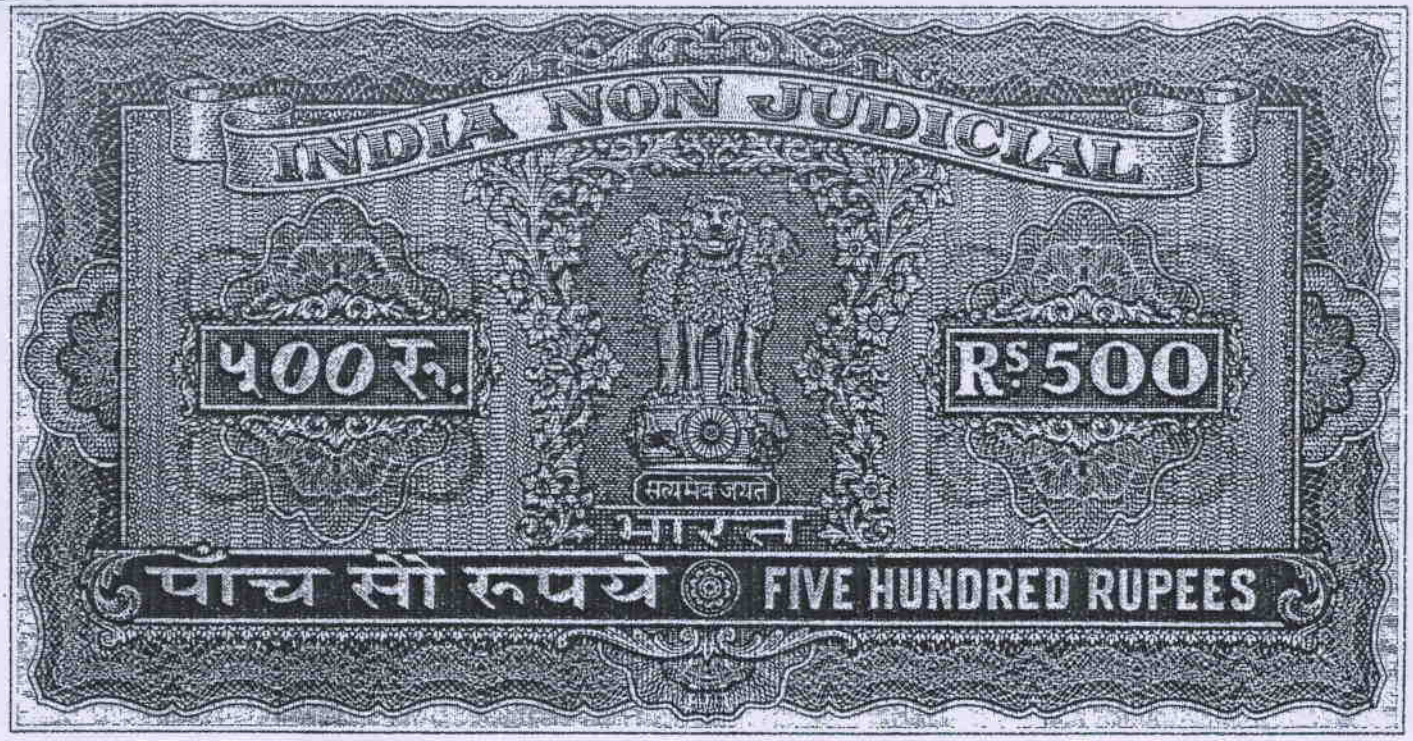
500Rs.



आर.के. कांबळे
स्टॅम्प व्हेन्डर कलेक्टर
कंपाऊंट, नागपूर

अनु. क्र. 2697 कि. ५०० दिनांक 22/5/2001
नांव सहारा विडर्स नागपूर

DEED OF PARTNERSHIP.

THIS DEED OF PARTNERSHIP is executed on this 22nd day of May, 2001 BETWEEN (1)SHRI RAVINDRA S/o. KAWDUJI NAGPURE aged about 25 years, resident of Nagpur, hereinafter referred to as Party No.1 of the First Part; (2) SHRI VIVEK S/o. CHIRABRATA MAJUMDAR aged about 28 years, resident of Nagpur, hereinafter referred to as Party No.2 of the Second Part; (3) SHRI SUNIL KUMAR S/o. RAJENDRA RAI about 29 years, resident of Nagpur, hereinafter referred to as Party No.3 of the Third Part; witnesseth as under:

WHEREAS the above referred parties agreed to constitute the partnership and carry on business on the terms and conditions agreed to among them today i.e. 22/05/2001. It is, however, thought proper and expedient to reduce the terms and conditions governing the partnership in writing. The partners hereby declare that they constitute the firm on the following terms and conditions.

NOW THIS DEED WITNESS AS UNDER :-

1.NAME OF THE FIRM: That the business of the firm shall be carried on under the name and style of " M/S. SAHARA BUILDERS ". The same can be carried on under any other name or names as mutually agreed to between the parties from time to time.

2. PLACE OF BUSINESS: That for the present the place of business of the firm is at Plot No.17, Mahatma Gandhi Nagar, Hudkeshwar Road, Nagpur, the same can be shifted to other place or new branch or branches can be opened as may be decided by the partners from time to time.

3.NATURE OF BUSINESS:

a) That the nature of firms business shall be that of a Builder and a Developer. The partners shall be at liberty to carry on any other business, as may be mutually decided between them from time to time.

4. COMMENCEMENT: That the terms and conditions of this partnership shall commenced w.e.f.22/05/2001.

5. BANKERS: That the bank account in the name of the firm shall be operated with joint signature of any two of the partners.

6. INVESTMENTS: That the Capital of the firm shall be managed or contributed by the partners in any proportion as may be convenient to them at the time of need of the firm.

7.INTEREST TO PARTNERS: That simple interest calculated at the rate of 18% or at such reduced rate of interest shall be allowed to the partners on their respective capital contributions so that the total interest on such capital do not exceed the maximum amount of interest allowable under the Income Tax Act. Such interest would however not be allowed in the event of losses. However, the partners may by the mutual consent add, amend, alter, modify, reduce, vary or cancel this clause in any manner as may be mutually decided between them from time to time.

8.REMUNERATION TO PARTNERS: That all the three partners have agreed to work in he partnership firm as working partners. It is hereby agreed that for consideration of the day to day working and services rendered for working in the partnership the working partners shall be entitled to a remuneration inclusive of salary, bonus and commission as under:

i) That the total remuneration payable to all the working partners shall be the amount calculated as such percentage of the book profits as are prescribed in clause (v) of section 40(b) of the I.T. Act, 1961 and such working partners shall be entitled such remuneration in the following ratio.

a)	Shri.Ravindra Kawduji Nagpure	33.33%
b)	Shri.Vivek C. Majumdar	33.33%
c)	Shri.Sunil Kumar Rai	33.33%

ii) The above partners shall not be entitled to draw any remuneration for the accounting period in which the partnership firm has suffered loss on the basis of the book profit as computed under Explanation 3 to section 40(b) of the Income Tax Act,1961.

9.SHARES IN PROFIT OR LOSSES:That the net profit of the Partnership business, as per accounts of the firm, after deduction of all expenses and outgoing including interest and remuneration payable to the working partners, as authorized by and in accordance with the terms of this partnership deed as above, shall be divided and distributed amongst the partners at the close of the accounting year in the following proportion:

PARTY NO.1	..	33.33%
PARTY NO.2	..	33.33%
PARTY NO.3	..	33.33%

The loss if any including loss of capital suffered in any year shall also be apportioned in the above proportion.

10.ACCOUNTING YEAR: That proper books of accounts of the firm shall be kept and maintained as far as possible at the principle place of firms business which shall be closed on 31st day of March each year.

11.DURATION OF FIRM: That the duration of the partnership shall be at 'WILL' of the partners. Any of the partners desirous of retiring from the partnership business shall be required to give an authentic notice to the remaining partners atleast one calender month before the proposed date of retirement. On the retirement, such partner shall be entitled to be paid all amounts standing credited in the books of this firms in any form, whatsoever alongwith unwithdrawn share of profit upto the date of retirement if any.

That, in case of death of any of the partner the legal heir of such partner shall be admitted in the firm as a new partner and all rights of the deceased partner shall be transfered to the legal heir of such partner. The share of profit or loss in the firm shall be restricted to the maximum of present share of the deceased partner.

12. REFERENCE TO ARBITRATION: That if under any circumstances any dispute arises among the partners, the same shall be referred to Arbitrators, one arbitrator to be appointed by each party, and the decision of the Arbitrators shall be binding on all parties, and in case of disagreement amongst arbitrators, the decision of the Umpire, appointed by the arbitrators, shall be final and binding on all the partners.

13. That any of the above terms may be amended, varied, altered, deleted or added to by mutual consent of the partners hereof to be either expressed in writing or implied from conduct.

14. That unless it is inconsistent to context, the parties shall mean and include their respective heirs, executors, administrators, successors and assignees too.

15. That for any other matter or matters for which no provisions are made in this Deed, the same shall be governed with the provisions of the Indian Partnership Act, 1932.

IN WITNESS WHEREOF the parties have set their respective hands hereunto at Nagpur on the date, month and year, hereinabove first referred with full knowledge of the fact and contents of this instrument using their complete free will and in absence of any kind of misrepresentation or undue influence before the attesting witnesses.

WITNESSES:

1. _____
(SHRI SAMAR. GUPTA)

PARTY NO.1 _____
(SHRI RAVINDRA K. NAGPURE)

2. _____
(P. B. THAMKE)

PARTY NO.2 _____
(SHRI VIVEK C. MAJUMDAR)

PARTY NO.1 _____
(SHRI SUNIL R. RAI)



महाराष्ट्र MAHARASHTRA ◑ 2020 ◑

NAGPUR TREASURY
AY 319233
28 OCT 202
Stamp Head Clerk / Sr. Clerk

AGREEMENT MODIFYING THE PARTNERSHIP DEED

THIS DEED is made at Nagpur on this **15th day of December , 2020,** between Ravindra, son of Shri Kawduji Nagpure resident of Nagpur of the ONE PART and Shri Vivek, son of Shri Chirabrata Majumdar resident of Nagpur of the SECOND PART and Shri Sunil Kumar, son of Rajendra Rai resident of Nagpur of the THIRD PART.

WHEREAS the parties hereto are carrying on the business of Builders & Devolopers under the name and style of M/s. Sahara Builders at Plot No. 17, Mahatma Gandhi Nagar, Hudkeshwar Road, Nagpur upon the terms and conditions contained in Deed of partnership dated 22/05/2001;

Contd...

भारतीय गैर-न्यायिक

भारत INDIA

500

₹. 500 FIVE HUNDRED RUPEES

सत्यमेव जयते

पाँचसौ रुपये Rs. 500

INDIA NON JUDICIAL

MAHARASHTRA ◑ 2020 ◑

NAGPUR TREASU

AY 319234

28 OCT 2020

Stamp Head Clerk / Sr C

Contd

Rajkumar

D Majumdar

AND WHEREAS clause 2 of the said partnership deed provides for the place of business & clause 6 of the partnership deed provides for the Investments & Capital of the partnership firm

AND WHEREAS clause 8 of the said partnership deed provides that all the partners shall be working partners and will devote their whole time and attention to the business of the partnership and in return shall be entitle to remunaration;

AND WHEREAS clause 9 of the said partnership deed further provides for the Ratio of sharing in Profit & Losses of the firm.

AND WHEREAS Party of the First Part Shri Ravindra Kawduji Nagpure & Party of the third Part Shri Sunil Kumar Rajendra Rai agrees to bring in additional capital for further expansion of the business, it is mutually decided amongst all the partners to change the profit / loss sharing ratio and thereby change in ratio of sharing remuneration. Simillarly all the partners mutually agrees to change the place of business & that, firm can borrow funds from Banks, Finance Companies, etc by way of Term Loan, Cash Credit, OD, etc Accordingly Clause 2, 6, 8 & 9 of the Partnership deed dated 22/05/2001 stands altered in the manner and to the extent hereinafter appearing :

Clause 2 : PLACE OF BUSINESS : That for the present the place of business of the firm is at Shivam Palace, Plot No. 13, Block No. F-01/A Shilpa Society, Manish Nagar, Main

Contd....

Road, Nagpur – 440015 , the same can be shifted to other place or new branch or branches can be opened as may be decided by the partners from time to time.

Clause 6 : INVESTMENTS : That the Capital of the firm shall be managed or contributed by the partners in any proportion as may be convenient to them at the time of need of the firm.

It is further mutually decided amongst all the partners that, firm can borrow funds in its name from Banks, Finance Companies, any other Financial institutions etc by way of Term Loan, Cash Credit, OD, etc. For this purpose partners may mortgage any immoveable property in the name of firm with these Banks or Financial Institutions, etc for the loan in the name of firm as the case may be

Clause 8 : REMUNARATION TO PARTNERS : That all the three partners have agreed to work in the partnership firm as working partners. It is hereby agreed that for consideration of the day to day working and services rendered for working in the partnership the working partners shall be entitled to a remuneration inclusive of salary, bonus and commission as under :

i) That the total remuneration payable to all the working partners shall be the amount calculated as such percentage of the book profits as are prescribed in clause (v) of section 40 (b) of the I.T. Act, 1961 and such working partners shall be entitled such remuneration in the following ratio.

Contd....

a) Shri. Ravindra Kawduji Nagpure 41.67%

b) Shri. Vivek C. Majumdar 16.66%

c) Shri. Sunil Kumar Rai 41.67%

ii) The above partners shall not be entitled to draw any remuneration for the accounting period in which the partnership firm has suffered loss on the basis of the book profit as computed under Explanation 3 to section 40 (b) of the Income Tax Act, 1961.

Clause 9 : SHARE IN PROFIT OR LOSSES: That the net profit of the Partnership business, as per accounts of the firm, after deduction of all expenses and outgoing including interest and remuneration payable to the working partners, as authorized by and in accordance with the terms of this partnership deed as above, shall be divided and distributed amongst the partners at the close of the accounting year in the following proportion :

Shri. Ravindra K. Nagpure (PARTY NO. 1) 41.67%

Shri. Vivek C. Majumdar (PARTY NO. 2) 16.66%

Shri. Sunil Kumar Rai (PARTY NO. 3) 41.67%

The loss if any including loss of capital suffered in any year shall also be apportioned in the above proportion.

Contd....

This Deed is supplemental to the Deed of Partnership dated 22/05/2001 and made between the said parties. The terms and condition of the Deed of Partnership dated 22/05/2001 shall except in so far as the same are modified by this agreement, continues to be same and in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto put and subscribed their respective hands on this 15th Day of December 2020.

1) Ravindra Kawduji Nagpure (Party of the First Part)

2) Vivek Chirabrata Majumdar (Party of the Secod Part)

3) Sunil Kumar rajendra Rai (Party of the ~~Third~~ Part)

WITNESSES;

1. (Sameer S. Wahab)

2. Agent

Agent 9/01/2021