

PARTNERSHIP DEED

O F

“ M/S. SOMNATH REALTORS ”

W . E . F .

19TH DAY OF DECEMBER, 2016

PRASHANT SHAH & ASSOCIATES

Chartered Accountants

1010, 10th Floor,

Gold Crest Business Centre,

Opp. Manubhai Jewellers,

L. T. Road,

Borivali (West),

Mumbai - 400 092.



महाराष्ट्र MAHARASHTRA
 Sub Treasury Office
 Tandi.
 06 OCT 2016
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 Sub Treasury Office
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 06-10-16

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PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP made at MUMBAI on this 19th day of December, 2016 (Two Thousand Sixteen) BETWEEN ::

- 1) MR. KARUNASHANKAR HARIRAM OZA of B-601, Manan, New Link Road, Dahisar (East), MUMBAI - 400 068, HINDU Indian Inhabitant being the party of the FIRST PART ;
 - 2) MR. JAGDISH KARUNASHANKAR OZA, of B-601, Manan, New Link Road, Dahisar (East), MUMBAI - 400 068, HINDU Indian Inhabitant being the party of the SECOND PART ;
- AND ;
- 3) MR. SHIVANG ROHIT OZA, of B-601, Manan, New Link Road, Dahisar (East), MUMBAI - 400 068, HINDU Indian Inhabitant being the party of the THIRD PART ;

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P. O. JHA
ADVOCATE HIGH COURT
BORIVALI, MUMBAI

मुद्रांक विधी ली...
मुद्रांक विधी ली...
परमनाथारक...
मुद्रांक विधी ली...
श्री. शैलेश किर्लोस्कर १२०२०१०, मालाजीवास (प). ३
(ज्या करपासाठी वजाती मुद्रांक जावे ती केला वजाती त्याच कारणासाठी
चरक खरेदी करपापासून ६ महिन्यात वापरणे बंधनकारक आहे.)

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WHEREAS prior to this date the party of the **FIRST PART**, Mr. Karunashankar Hariram Oza and **SECOND PART**, Mr. Jagdish Karunashankar Oza have been carrying on the business alongwith Mr. Rohit Karunashankar Oza as per the deed of partnership dated 1st day of **January, 2010** of Builders and Developers and also to render services as property consultants and to act as brokers in real estate and to do any such other allied matters or business or businesses as the partners at 6, Sanskruti Apartment, New Link Road, Dahisar (East), Mumbai - 400 068 in the terms of Deed of Partnership dated 1st day of **January, 2010** upon the terms and conditions contained therein under the firm name and style of "**M/S. SOMNATH REALTORS**".

AND WHEREAS **MR. ROHIT KARUASHANKAR OZA** has expired on 18th day of **December, 2016**, leaving the same to be carried on by the parties of the **FIRST PART** and **SECOND PART** either in partnership between themselves or in partnership with other or others with effect from 19th day of **December, 2016**.

25 OCT 2016 781

जोडपत्र - २

मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक

25-10/16

दस्तावा प्रकार

दस्त नोंदणी करणार आहेत का?

मिळकतीचे घोडवयात वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव व सही

हस्ते असल्यास त्याचे नांव, पत्ता व सही

दुसऱ्या पक्षाच्या नांव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच

मुद्रांक विक्रीचे ठिकाण/पत्ता

श्री. शीकत विचोळकर 9202090, नालासोपारा (प).

(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केली त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे)

K. K. BABBAR
ADVOCATE HIGHCOURT
PANVEL, NAVI MUMBAI

::: 4 :::

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:

1. NAME AND PLACE OF BUSINESS:

The Partnership business shall continue to be carried on under the firm name and style of "M/S. SOMNATH REALTORS" at registered office of the firm at 6, Sanskruti Apartment, New Link Road, Dahisar (East), Mumbai - 400 068, or at such other places and in such other name as may from time to time be decided mutually by the parties hereto.

2. COMMENCEMENT:

The business of partnership hereby shall continue to carry on the business of partnership as carried on immediately prior to these PRESENTS under the terms of Deed of Partnership dated 1st day of January, 2010, shall continue to be carried on under these presents and shall stand reconstituted under these PRESENTS with effect from the 19th day of December, 2016.

25 OCT 2016 781

जोडपत्र - २

क्रमांक/दिनांक 25-10/16

मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक
दस्ताचा प्रकार
दस्त नोंदणी करणार आहेत का?
मिळकतीचे थोडक्यात वर्णन
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हस्ते असल्यास त्यांचे नांव, पत्ता व सही
दुसऱ्या पक्षाच्या नांव
मुद्रांक शुल्क रक्कम
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच
मुद्रांक विक्रीचे ठिकाण/पत्ता
श्री. शौकत विचोळकर १२०२०१०, नालासोपारा (प)
(ज्या कोरणासाठी ज्यांनी मुद्रांक खरेदी केल्या त्यांनी रथाच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे)

K. K. BABBAR
ADVOCATE HIGHCOURT
PANVEL, NAVI MUMBAI

::: 4 :::

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:

1. NAME AND PLACE OF BUSINESS:

The Partnership business shall continue to be carried on under the firm name and style of "M/S. SOMNATH REALTORS" at registered office of the firm at 6, Sanskruti Apartment, New Link Road, Dahisar (East), Mumbai - 400 068, or at such other places and in such other name as may from time to time be decided mutually by the parties hereto.

2. COMMENCEMENT:

The business of partnership hereby shall continue to carry on the business of partnership as carried on immediately prior to these PRESENTS under the terms of Deed of Partnership dated 1st day of January, 2010, shall continue to be carried on under these presents and shall stand reconstituted under these PRESENTS with effect from the 19th day of December, 2016.



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AND WHEREAS the party of the FIRST PART, Mr. Karunashankar Hariram Oza and SECOND PART, Mr. Jagdish Karunashankar Oza have agreed to admit the party of the THIRD PART, Mr. Shivang Rohit Oza as partner with effect from 19th day of December, 2016.

AND WHEREAS the party hereto of the THIRD PART Mr. Shivang Rohit Oza was willing to join and has accordingly joined the said partnership business with effect from 19th day of December, 2016.

AND WHEREAS the parties hereto are desirous of varying some of the terms and conditions upon which they will continue to carry on the said business of " M/S. SOMNATH REALTORS " w. e. f. 19th day of December, 2016.

25 OCT 2016 782

जाहपत्र - २

मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक

25.10.16

दस्तावा प्रकार

दस्त नोंदणी करणार आहेत का ?

गिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव व सही

हस्त अस्तित्वात त्यांचे नांव, पत्ता व सही

दुसऱ्या पक्षाकरिता नांव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच

मुद्रांक विक्रीचे ठिकाण/पत्ता

श्री. शैलेश शिंदेकर १२०२०१०, नालासोपारा (प).

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

K. K. BABBAR
ADVOCATE HIGHCOURT
PANVEL, NAVI MUMBAI

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5. CAPITAL OF THE PARTNERSHIP:

The Partners shall invest initially a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) towards Fixed Capital proportionate to their respective shares. The further Capital required for the conduct of the business of Partnership shall be brought in by the parties hereto in such manner & proportions and at such time or times as may mutually be agreed to by and between the parties hereto and will be transferred to partners current capital account. Further it is also agreed that capital brought in by the parties hereto shall bear simple interest @ 12% p.a. or at such other rate as may be mutually agreed upon or prescribed under section 40 (b) of the Income Tax Act, 1961.

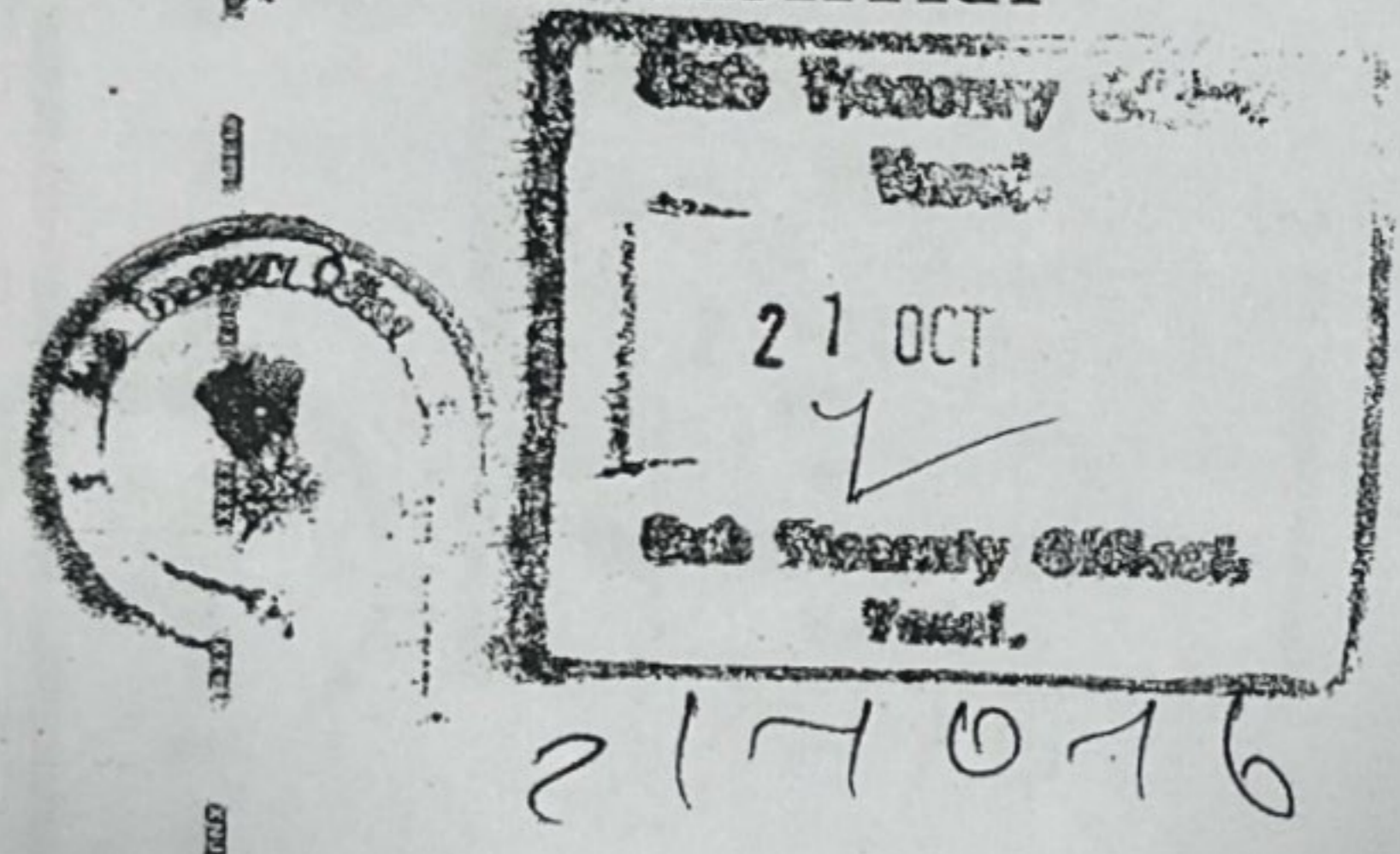
It is also further agreed that interest @ 12% p.a. to be charged on debit balance of partner's capital account.



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3. LINES OF BUSINESS ACTIVITIES:

The business of the partnership shall continue to be that of carrying on the business of Builders and Developers and also to render services as property consultants and to act as brokers in real estate, and to do any such other allied matters or business or businesses as the partners may decide from time to time by and between them under the firm name and style of " M/S. SOMNATH REALTORS ".

4. DURATION OF PARTNERSHIP:

The duration of the Partnership shall be "AT WILL" and can be dissolved and / Or reconstituted at any time by mutual consent of the parties hereto.

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मुद्रांक विवरी नोंदवही अनु. क्रमांक/दिनांक

दस्तावेज प्रकार

दस्ता नोंदणी करणार आहेत का ?

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव व सही

हस्त अडवल्यास त्याचे नांव, पत्ता व सही

दुसऱ्या पक्षाकरिता नांव

मुद्रांक शुल्क रकम

परवानगारक मुद्रांक विक्रीच्याची सही व परवाना क्रमांक तसेच

मुद्रांक विक्रीचे ठिकाण/पत्ता

श्री. शीवत विचोळकर १२०२०१०, मालासोपारा (प).

(ज्या करपासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यांत बापरणे बंधनकारक आहे.)

K. K. BABBAR
ADVOCATE HIGHCOURT
PANVEL, NAVI MUMBAI

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8. ACCOUNTS:

All necessary and proper Books of Accounts shall be maintained to give true and correct view of the business of Partnership. The Accounting Year of the Partnership shall be from 1st April to 31st March and accordingly the Books of Accounts of the Partnership shall be closed and adjusted for the first year under THESE PRESENTS on 31st March, 2017 and for subsequent years on 31st March of each subsequent year when profit/loss of the business for the year shall be ascertained and apportioned between the parties hereto in the shares and proportions hereinbefore recited.

9. BANK ACCOUNTS:

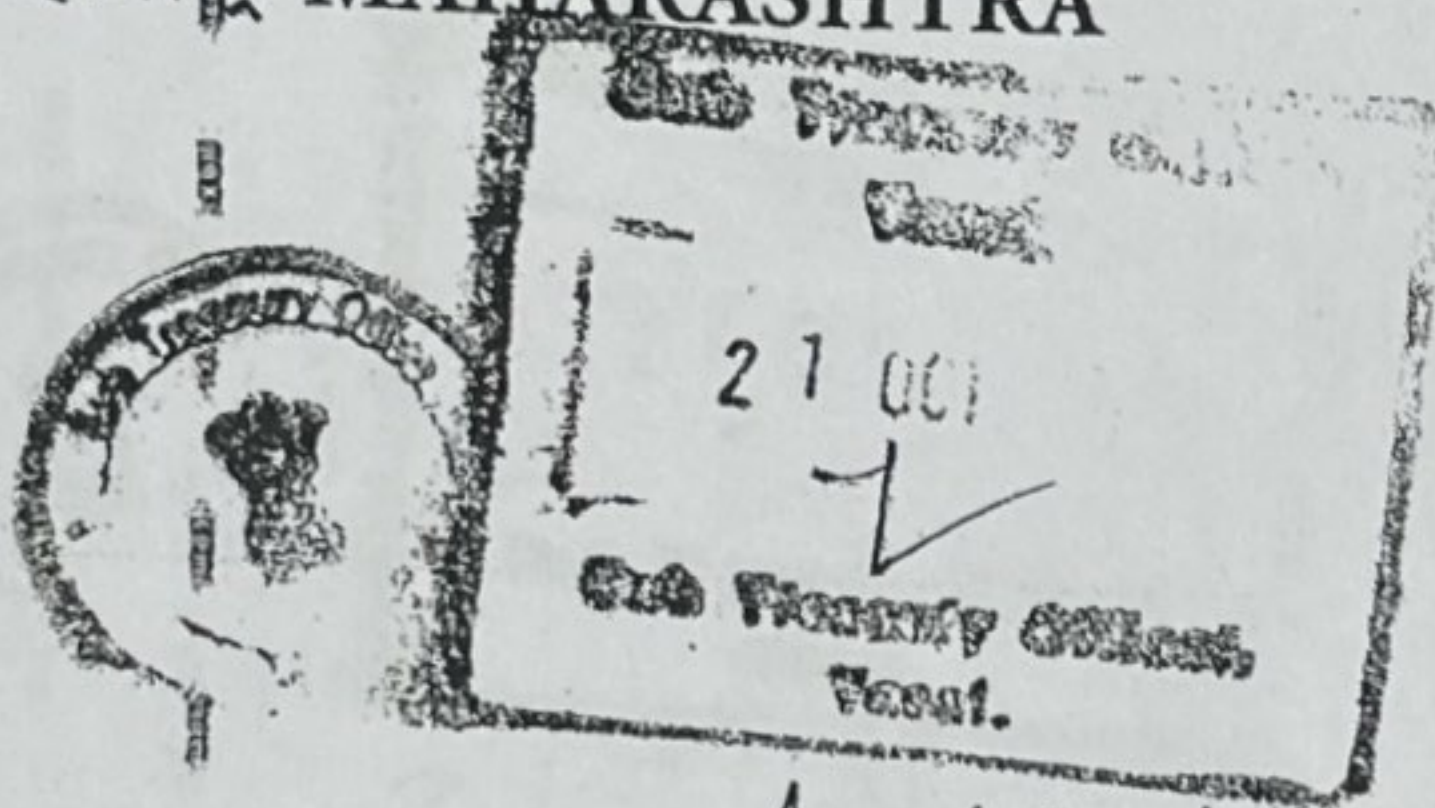
A Bank Account or Accounts shall be opened with such bank or banks as may mutually be agreed upon by and between the parties hereto. The said account or accounts shall be in the name of the Partnership Firm and shall be operated upon by any of the partner signing on behalf of the firm.



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6. LOAN ACCOUNT OF PARTNERS:

If any partner shall with the consent of the others advance any sum to the Partnership over and above his agreed contribution as hereinabove recited by way of his capital in the Partnership, the same shall be considered as a loan and a debt due to him from Partnership and shall bear simple interest @ 12 % P.A. or at such other rate as may be mutually agreed upon or prescribed under section 40 (b) of the Income Tax Act, 1961.

7. SHARING OF PROFITS AND LOSSES:

The net profits of the Partnership (after payment of interest and remuneration to partners) shall belong to and to be shared by the parties hereto and losses including loss of capital, if any, shall be borne by the parties hereto in the following shares and proportions:

1. MR. KARUNASHANKAR HARIRAM OZA	50%
2. MR. JAGDISH KARUNASHANKAR OZA	25%
3. MR. SHIVANG ROHIT OZA	25%
TOTAL	100%

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जाहपत्र - २

मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक

25-10-16

दस्तावा प्रकार

दस्त नोंदणी करणार आहेत का?

मिळवणीचे थोडक्यात वर्णन

मुद्रांक विक्रीचे पत्राचे नांव व सही

हरते असल्यास त्याचे नांव, पत्ता व सही

दुसऱ्या पत्राचे नांव

मुद्रांक शुद्ध रक्कम

परवानाधारक मुद्रांक विक्रीच्या सही व परवाना क्रमांक तसेच

मुद्रांक विक्रीचे ठिकाण/पत्ता

श्री. शैकत विचोकर १२०२०१०, नालासोपारा (प).

(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात दारुणे बंधनकारक आहे !

K. K. BABBAR
ADVOCATE HIGHCOURT
PANVEL, NAVI MUMBAI

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Such total remuneration shall be paid to the working partners in their profit sharing ratio, that is to say,

1. MR. KARUNASHANKAR HARIRAM OZA	50%
2. MR. JAGDISH KARUNASHANKAR OZA	25%
3. MR. SHIVANG ROHIT OZA	25%
TOTAL	100%

However the total Remuneration payable to working partners shall not exceed Rs.24,00,000/- in any financial year.

11. WITHDRAWALS AND DRAWINGS:

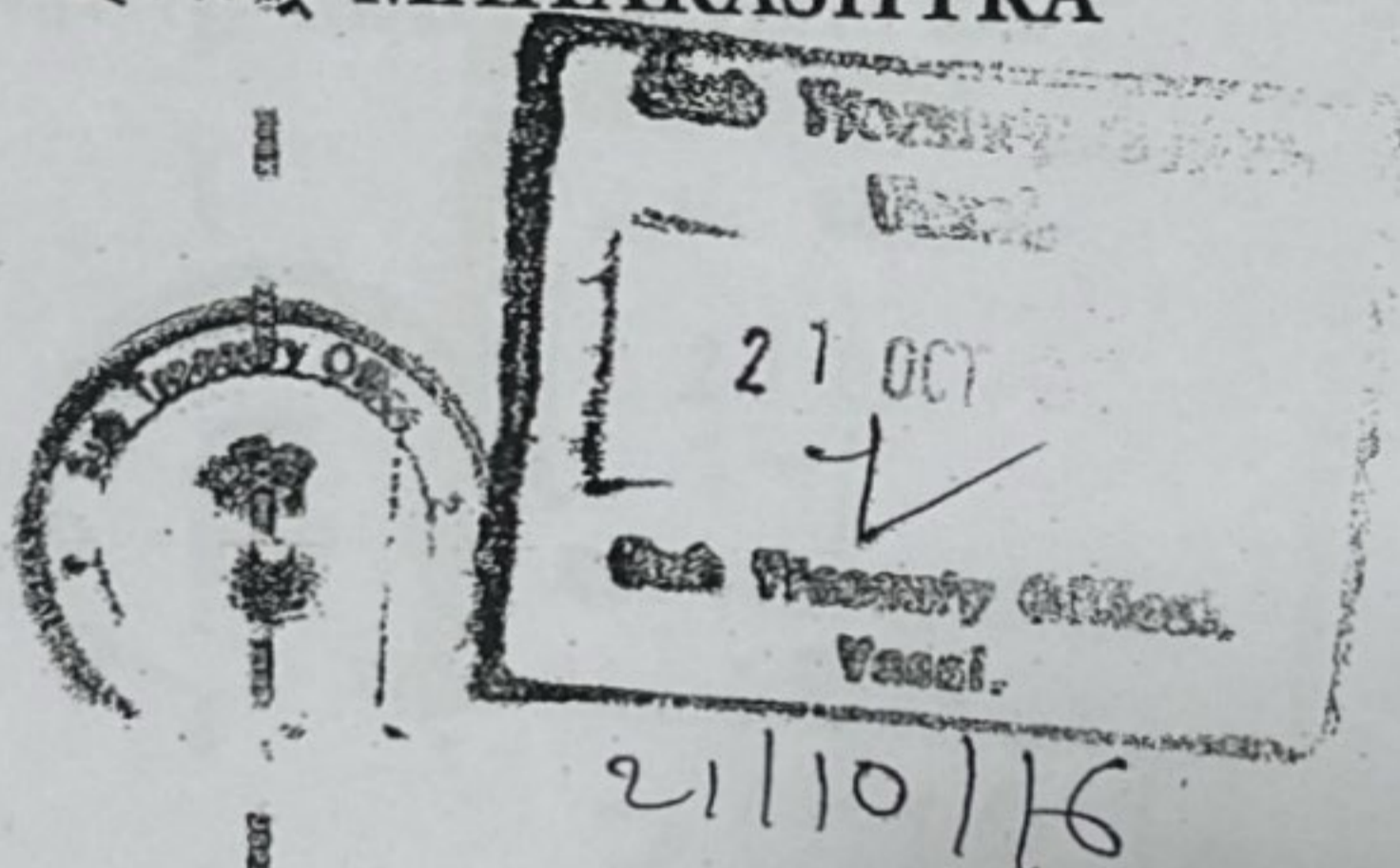
It is agreed by and between the Partners that each of them is entitled to such withdrawals and/or drawings as may from time to time agreed by the Partners.



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10. REMUNERATION TO PARTNERS:

It is agreed by & between the parties hereto that Party of the First Part, Second Part and Third Part (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 required.

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

- | | |
|---|--|
| a) In case of loss or book profit upto Rs.3,00,000/- for the year | Rs.1,50,000/- or 90% of the profit whichever is higher |
| b) On the book profit exceeding Rs.3,00,000/- for the year | 60% of the excess over Rs.3,00,000/- |

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

12. DEATH OF PARTNER:

Death of a partner shall not dissolve the partnership as to the surviving partners. In case of death of any partner, the partnership shall continue to carry on business by admitting a nominee of such deceased partner and failing such nomination, the legal representative or any one of legal representatives shall be admitted as a partner. If no such nominee is appointed and legal representative or all of the legal representatives, as the case may be, refuse to join the partnership then the business shall continue to be carried on with such changes as may mutually be agreed by and between the surviving partners.

13. RETIREMENT AND INSOLVENCY OF A PARTNER:

Retirement or insolvency of a partner or partners shall not dissolve the Partnership as to the solvent and continuing partners but the partnership shall continue to carry on business with such changes as may mutually be agreed to by the solvent and continuing partners and the retiring partner or assignee of the estate of the insolvent partner as the case may be shall be paid only such amount as is lying to the credit of such retiring or insolvent partner.

14. ARBITRATION:

If any, dispute, doubt or difference shall arise either before or after the expiration or determination of the partnership between the partners or their respective representatives, or between any partner and the representatives of the other partner under or touching or relating to the construction of these presents or to the partnership property, rights, liabilities or effects or to any of the partnership account, business or transaction whatsoever, the same shall be referred to a sole arbitrator appointed by the parties hereto and decided in accordance with and subject to the provisions on the Arbitration and the Conciliation Act, 1996 or any statutory modification thereof for the time being in force and the decision or the award of the Arbitrator shall be final, conclusive and binding upon the parties to the dispute doubt or difference.

IN WITNESS WHEREOF the parties to these PRESENTS HAVE HEREUNTO set their respective hands and seals the day and years here in above written:::

SIGNED, SEALED AND DELIVERED)

by the within named)

MR.KARUNASHANKAR HARIRAM OZA ,)

being the party hereto of the)

FIRST PART, in the presence of.....)

..... Jay N. Oza.....
JAY. OZA

