

# DIPESH GOPALBHAI PATEL

B.Com. LL.B., Advocate

Address : C-301, Divine Life, Ramdevnagar, Ahmedabad-380015.

Ref. No. NEC/F.No.5110/2023

## NON-ENCUMBRANCE CERTIFICATE



To,

**M/s. ARC Spaces**

Non-Agricultural Land admeasuring 1183 sq. mtrs. of Final Plot No.320/8 of Town Planning Scheme No.3[Varied] which is included in City Survey record and allotted City Survey No.2956 situate, lying and being at Mouje-Changispur, Taluka-Sabarmati in the Registration District of Ahmedabad and Sub District Ahmedabad-3 [Memnagar] [hereinafter referred to as "said Land"] Belonging to **M/s. Arc Spaces, a Partnership Firm through its Partners [1] Nirmal Purshottam Bhatia and [2] Jigar Varvubhai Bharvad** on which Project known as "MERCADO" is being constructed.

**M/s. Arc Spaces, a Partnership Firm** has filed a Declaration cum Indemnity Bond notarized before Notary Tejash R. Desai under serial No.163 dated 25.06.2023. It is declared in the said Declaration cum Indemnity Bond that the said Land has not been given in security neither any charge, lien nor encumbrance has been created of any nature whatsoever thereon, and the said Land is neither a subject matter of any pending proceedings nor any order; decree, attachment of any court/authority is operating against the said Land which adversely affects the title.



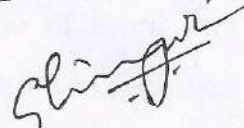
On the basis of the Declaration cum Indemnity Bond and in furtherance of our Title Certificate & Report dated 29.02.2020, we hereby opine that the said Land is clear, marketable and free from all encumbrance, subject to the terms and conditions stated in the Title Report.

This Certificate is issued for submission before Gujarat Real Estate Regulatory Authority, Gandhinagar.

DATED THIS 26<sup>th</sup> DAY OF JUNE 2023.

**Place: Ahmedabad.**

**Dipesh G. Patel**



**Advocate**

**(Dipesh G. Patel)**





## ARC SPACES

SR. NO. : 2-2.2022

4-1-2022.

### CHANGE IN PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made and entered in to at AHMEDABAD on this 04, January 2022, BETWEEN :

1) **Shri Nirmal Purshottamdas Bhatia**, aged about 54 years, residing at C/2/74, Goyal Intercity, Drive in Road, Ahmedabad-380054, hereinafter referred to as the party of the FIRST PART (which expression unless repugnant to the context or meaning thereof shall mean and include his nominees, heirs, relatives, administrators, assignees, and representatives from time to time).

2) **Shri Jigar Varvubhai Bharwad**, aged about 41 years, residing A-03, Jivandhara Society, Mahavirnagar, Himatnagar, Sabarkantha,-383001, hereinafter referred to as the party of the SECOND PART (which expression unless repugnant to the context or meaning thereof shall mean and include his nominees, heirs, relatives, administrators, assignees and representatives from time to time).

AND

3) **Shri Durgesh Vamanray Buch**, S/o Mr. Vamanray Buch, Hindu Inhabitant, aged 62 years, Occupation Business, Resident of E 1101, Indraprasth 8, Nr. Surdhara Circle, B/s Tulip Bunglow, Thaltej, Ahmedabad -380054, hereinafter referred to as the party of the THIRD PART - New Partner (which expression unless repugnant to the context or meaning thereof shall mean and include his nominees, heirs, relatives, administrators, assignees and representatives from time to time).

WHERE AS the Parties from First and Second Part were carrying on business of Partnership upon the terms and condition mutually agreed upon between them W.E.F. 10<sup>th</sup> May, 2018.

*(Signatures of the parties)*

NUTAN NAGRIK SANKARI BANK LTD.  
LAW GARDEN BRANCH  
AHMEDABAD  
STAMP DUTY  
00000  
SPECIAL ADHESIVE  
GUJARAT  
0021 1308980  
36195  
000590  
-4.1.2022  
\*\*Zero\*Zero\*Zero\*Five\*Zero\*Zero\*\*

Now on account of an admission of a New Partner, parties to the Third Part w.e.f. 04, January 2022 there is a need to amend Partnership Deed.

NOW, THEREFORE, THIS INEDNTURE WITNESSES that the partnership shall carry on the partnership on the following terms and conditions.

1) This change in partnership is effective from 04, January 2022 is at will and the partnership shall continue till the same is terminated in the manner hereafter provided.

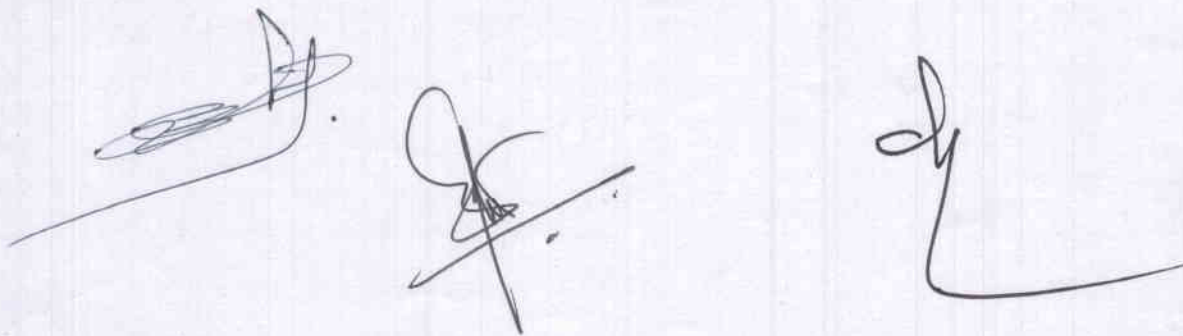
2) That business of partnership shall be carried in the name and style of **M/S. ARC SPACES** or in such other name as may be mutually agreed upon between all partners.

3) The business of the partnership firm shall be construction of building commercial and/or residential and sale of units called shops, offices and apartments and business of real estate and development of properties on its own and/or jointly any where in India with effect from 10<sup>th</sup> May, 2018. However the firm may also carry on any other business as may be mutually agreed upon between all the partners.

4) The office of the partnership shall be at UL-3, Samedh, Nr. Associated Petrol Pump, C.G.Road, Ahmedabad-380009 and business may be carried on at such other place any where in India and/or abroad as the partners may decide from time to time.

5) This partnership shall make up its accounts on Financial year basis. , i.e. starting from 1st Day of April to ending on 31st Day of March, every year.

6) That each of the said parties has assured the others and warrants that except as recorded in the books and papers of the partnership, each of them has not received, collected, discharged or compromised any claim, demand or other credit due or becoming due to the partnership or contracted or otherwise incurred any liability, debut or obligation that may now or hereafter, directly or indirectly, charge or affect the partnership or any of its property.



7) That the net profits/losses of the firm, after making provision of interest on all capital accounts of the partners payable in accordance with this deed of partnership shall be divided and distributed to the partners hereto as under:-

| SR.NO.  | NAME OF PARTNERS                 | SHARES IN<br>PROFIT/LOS<br>S |
|---------|----------------------------------|------------------------------|
| 1.      | Shri Nirmal Purshottamdas Bhatia | 50.00 %                      |
| 2.      | Shri Jigar Varvubhai Bharwad     | 45.00 %                      |
| 3.      | Shri Durgesh Vamanray Buch       | 5.00%                        |
| Total : |                                  | 100.00 %                     |

8) Interest @ 12% will be given on partners' capital. However, in need of funds, deposit will be brought to the firm from any continuing partners or any of their family members or any persons. Interest on such deposits will be given and rate of interest will be decided time to time as may be mutually agreed upon between all partners of the firm.

9) Each Partner shall be at liberty to carry on any other business whether or not competing with the business of partnership.

10) Bank account of the partnership firm shall be in firm's name with any bank /banks. Such account shall be operated jointly by Jigar Bharwad and Nirmal Bhatia on behalf of the firm.

11) Shri Nirmal Purshottamdas Bhatia and/or Shri Jigar Varvubhai Bharwad have power to do work and business and to sign documents and application to AUDA, Ahmedabad Municipal Corporation and/or to any semi Government or Government authorities for any legal work etc. on behalf of the firm. Either of partners is entitled to sign the above on behalf of the firm.

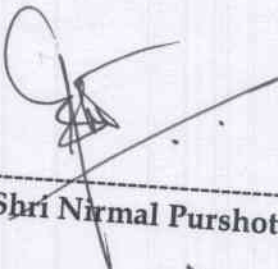
12) Shri Nirmal Purshottamdas Bhatia and Shri Jigar Varvubhai Bharwad, both partners shall sign and execute all sale deed for purchase and sale of land, building or offices and shops jointly. Both partners shall jointly sign all dastavej for purchase or sale of any immovable properties.

- 13) The partnership will be at Will.
- 14) That each of the parties has agreed to assure the other that they shall execute any other deed or deeds or release to further assure the carrying into effect the terms agreed to herein at the expenses of the requisitioning parties.
- 15) That death or retirement of any partner shall not dissolve the partnership so far as the other partners are concerned. If all the continuing partners unanimously agree, the heirs of the deceased partner or nominee of the retiring partner will have a right to join the firm. The capital accounts so standing to the credit of such partner, subject to the provision contained in Clause No.3, will be refunded. Retirement of any one or more partners shall not dissolve the firm nor shall it be termed or treated as dissolution for the purposes of section 45(4) of the Income-tax Act, as it stands today.
- 16) Any partner who intends of retiring from the partnership firm may retire from the firm by giving 90 days prior notice in writing to the other partners of his intention to retire and the partner giving such notice may retire from the firm after settling accounts till the date of retirement, however if the continuing partners of the firm may be mutually agreed upon, the retiring partner shall have right to use the goodwill or any intangible assets like patent, trade mark etc.
- 17) All the disputes and questions whatsoever which shall arise during the continuance of the partnership or there after between partners or their legal representative concerning the indenture or the construction or application thereon of any clause or thing contained therein or any account valuation, division of assets, debts and liabilities of the firm or any other matter in the way relating to the partnership of the affairs of the partnership or the rights and duties of liabilities of any person here under shall be referred to a single arbitrator if the partners agree upon one, or if not, two arbitrators one to be appointed by each of the partner to the dispute or difference in accordance with and subject to the provision of the Indian Arbitration Act-1940, or any other subsisting statutory modification thereof or subtracted enactment thereof.



IN WITNESS WHEREOF THE PARTIES NAMED HEREINTO HAVE SET AND  
SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FRIST HEREINABOVE  
WRITTEN.

Signed and delivered by  
The within named,  
the Party of the **FIRST Part**

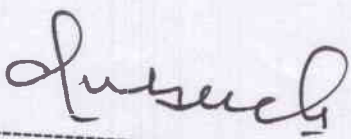
  
Shri Nirmal Purshottamdas Bhatia



Signed and delivered by  
The within named,  
the Party of the **SECOND Part**

  
Shri Jigar Bharwad

Signed and delivered by  
The within named,  
the Party of the **THIRD Part -Incoming  
Partner**

  
Shri Durgesh Vamanray Buch

Place : Ahmedabad  
Date : 04, January 2022

Common Witness:

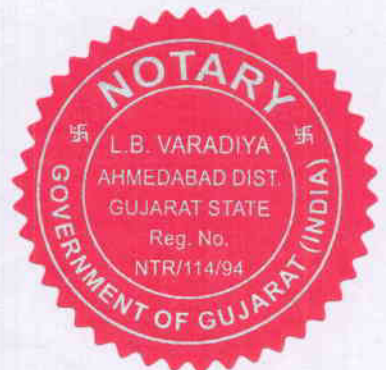
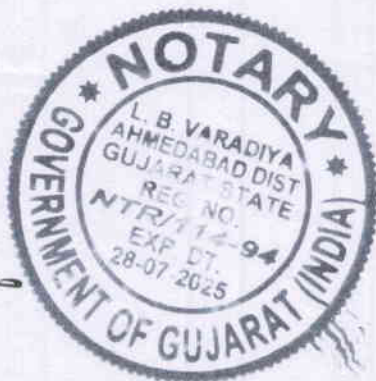
1. \_\_\_\_\_  
Name :  
Occupation :  
Address :
2. \_\_\_\_\_  
Name :  
Occupation :  
Address :

**SIGNED BEFORE ME**



**L. B. VARADIYA  
NOTARY  
GOVT. OF GUJARAT  
(INDIA)**

4-1-2022





ભારત સરકાર  
Government of India



નિર્મલ ભટ્ટિયા  
Nirmal Bhatia  
જન્મ તારીખ / DOB : 20/12/1965  
પુરુષ / Male



6438 7771 4699

આધાર - સામાન્ય માણસનો અધિકાર



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ  
Unique Identification Authority of India

સરનામું:

નો પુત્ર: પુરષોત્તમ, સી/2/74, ગોયલ  
ઇન્ટરસિટી, ડ્રાઇવ ઇન રોડ, ટી.વી  
ટાવર સામે, થાલેજ, અમદાવાદ  
શહેર, અમદાવાદ, બોડકદેવ, ગુજરાત,  
380054

Address:

S/O: Purshottam, C/2/74, Goyal  
Intercity, Drive In Road, Opp, T.V  
Tower, Thaltej, Ahmedabad City,  
Ahmedabad, Bodakdev, Gujarat,  
380054

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1800 300 1947



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www

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ભારત સરકાર  
GOVERNMENT OF INDIA

જીગર વરવુભાઈ ભરવાડ  
Jigar Varvubhai Bharwad  
જન્મ તારીખ/ DOB: 14/06/1979  
પુરુષ / MALE

2352 6202 2427

ભારતીય વિશિષ્ટ પહચાન પ્રાધિકરણ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું :  
પિતાનુ/માતાનુ નામ:  
વરવુભાઈ ભરવાડ, ઓ-03,  
જીવનધારા સોસાયટી,  
મહાવીરનગર, હિમતનગર,  
સાબરકાંઠા,  
ગુજરાત - 383001

Address:  
S/O: Varvubhai Bharwad, a-03,  
jivandhra society, mahavirnagar,  
Himatnagar, Sabarkantha,  
Gujarat - 383001

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Government of India

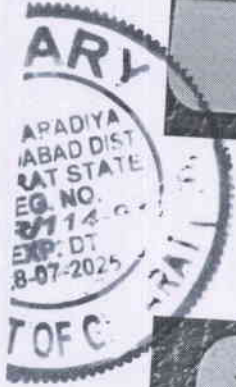
આધાર

Issue Date: 24/03/2013

દુર્ગેશ વામનરાય બુચ  
Durgesh Vamanray Buch  
જન્મ તારીખ / DOB : 05/05/1959  
પુરુષ / MALE

9504 2677 9077

मेरा आधार, मेरी पहचान



*Durgesh Buch*

ભારતીય વિશિષ્ટ પહચાન પ્રાધિકરણ  
Unique Identification Authority of India

સરનામું : S/O વામનરાય બુચ, ઈ-1101,  
ઇન્દ્રપ્રસ્થ-8, ફ્રાંગીપાની, સુરધારા સર્કલ પાસે,  
ઔડા સ્પોર્ટ્સ અકેડમી ની પાછળ, ઠલતેજ,  
અમદાવાદ શહેર, અમદાવાદ, ગુજરાત, 380054  
Address: S/O Vamanray Buch, E-1101,  
Indraprasth-8, Frangipani, Near Surdhaara  
Circle, Behind Auda Sports Academy,  
Thaltej, Ahmedabad City, Ahmedabad,  
Gujarat, 380054

Print Date: 23/10/2020

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