

भारतीय गैर न्यायिक भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT



क्रमांक नं. 22608
ता. 26/10/2014 के. 523361
नाम..... ललितेश कुमार
सहभागी..... 2, पलीक पार्क, गोरवा रोड
हस्ते..... (Signature)

श्री ललितेश कुमार प्रविश्याच नं. 26/10/2014, लक्ष्मी हिल, प्रथम भाग, लक्ष्मी हिल महारथ मंदिर सामने, पांडी रंगमहाल, पडोदा.
ड. सिविल कोर्ट योगान, न्यायमंडिर, पडोदा.

स्टैम्प वेन्डर :-
ला. नं. 11/03
ता. 20/12/03

REGD. SR. No. 12069
Date: 1/10/14

19 SEP 2014

DEED OF PARTNERSHIP OF TABREJ ENTERPRISE

This indenture of Partnership Deed is made and executed at Vadodra on 01ST day of OCTOBER 2014.

BETWEEN

(Signature)

(Signature)

(Signature)

(Signature)

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- (1) MR. MOHMED HANIF MOHMED YUSUF SHAIKH, Age around 40 years, residing at D/31, AAMEEN PARK, NEAR SHALIMAR DUPLEX, TANDALAJA ROAD, VADODARA-390012, **Pan No. AQYPS 9657 B**

(Hereinafter referred to as party of FIRST PART)

- (2) MRS. PARVINBANU MOHMED HANIF SHAIKH, Age around 41 years, residing at D/31, AAMEEN PARK, NEAR SHALIMAR DUPLEX, TANDALAJA ROAD, VADODARA-390012, **Pan No. AFRPS 0483 H**

(Hereinafter referred to as party of SECOND PART)

- (3) MR. MOHMED JUNED MOHMED HUSAIN SHAIKH, Age around 33 years, residing at A/8, AADIL PARK, NEAR HAMJA PARK, TANDALAJA ROAD, VADODARA-390012, **Pan No. BEUPS 0943 B**

(Hereinafter referred to as party of THIRD PART)

- (4) MR. FIROZ HARISINGH RANA, Age around 42 years, residing at A/2, VAARIS PARK, NEAR MADHUNAGAR, GORWA, VADODARA-390016, **Pan No. ADVPR 7041 L**

(Hereinafter referred to as party of FOURTH PART)

- (5) MR. HAMID BHARATSING RANA, Age around 65 years, residing at 11, SHAHALLAM SOCIETY, NEAR CHANDOLA TALAV, SHAHALLAM, AHMEDABAD-380028, **Pan No. ABNPR 4081 L**

(Hereinafter referred to as party of FIFTH PART)

- (6) MR. MOHSINKHAN ABDULLATIF PATHAN, Age around 26 years, residing at 28, MASJID CHAL, 'D' CABIN, NAVAYARD, VADODARA-390002, **Pan No. AMQPP 2652 M**

(Hereinafter referred to as party of SIXTH PART)

- (7) MRS. MUMTAZ BASIRBHAI DOODWALA, Age around 55 years, residing at 65, BINANAGAR, VASNA ROAD, VADODARA, **Pan No. _____**

(Hereinafter referred to as party of SEVENTH PART)

M. J. Shaikh

H. Rana

M. Hamid

M. Mohsin Khan

M. M. M. M.

M. Mumtaz Basirbhai Doodwala

(Which expression shall, unless It repugnant to the context or meaning thereof include there legal heirs, executors, administrators and assignees.)

WHEREAS :

The Parties hereto are desirous of starting the business of Contractors for building, Factories etc. and/other allied activities and dealing in land and civil construction and that of decorators designers developers and organizers of real estate like buildings, shopping centers, residential apartments, societies, tenements leasing and renting estate broker, commission agent for the land etc. or any other such business etc in the firm name and style of **"TABREJ ENTERPRISE"** at A/2, **VAARIS PARK, NEAR MADHUNAGAR, GORWA, VADODARA-390016.**

AND WHEREAS it has been desirous to reduce in to writing the terms and conditions of the said **PARTNERSHIP AS UNDER.**

1. NAME :

That the partnership business shall be carried on as heretofore under the name and style of **"TABREJ ENTERPRISE"** the partner shall be entitled to carry on business under any of other names as may be mutually agreed upon from time to time.

2. PLACES OF BUSINESS :

The business of the partnership shall be carried on at **A/2, VAARIS PARK, NEAR MADHUNAGAR, GORWA, VADODARA-390016** or at any other place or places in addition to or in substitution of the earlier mentioned one, as may be decided among the parties hereto from time to time.

3. COMMENCEMENT / EFFECT :

That all the terms and conditions including provision for payment of interest, salary bonus and commission or any other matter provided herein shall be applicable with effect **1ST OCTOBER 2014.**



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4. **BUSINESS OBJECTS :**

That the business of the partnership shall continue to be that of Contractors for building, Factories etc. and/or allied activities and dealing in land civil construction and that of decorators designers developers and organizers of real estate like buildings, shopping centers, residential apartments, societies, tenements leasing and renting estate broker, commission agent for the land etc. or any other such business etc. of any items or any other such business which the partnership firm may decide from time to time.

5. **CAPITAL OF THE PARTNERS :**

The capital of the firm shall be contributed by the partners as and when required in such manner as may be mutually agreed upon.

6. **NATURE OF PARTNERSHIP :**

That the duration of partnership shall be "AT WILL".

7. **REMUNERATION PAYABLE TO WORKING PARTNER SHALL BE AS UNDER :**

1. Partner no. 1, 2, 3, 4 & 5 the parties have agreed to actively devote there time and attention to the business of the partnership and they will be solely responsible for the day to day affairs of the partnership firm. It is hereby agreed that in consideration of the parties of the 1, 2, 3, 4 & 5 part actively devoting there time and attention to the business of partnership they shall be entitled to draw yearly remuneration as under :

(i) The yearly remuneration payable to each of the above partners shall be calculated as percentage of the book profits for each accounting year in the following manner :



- (a) In respect of first Rs. 3,00,000/- of book profit or in case of loss 90 % or Rs. 1,50,000/- which ever is more in respect

Name of working Partners	Remuneration Share
1 Mohmed Hanif Mohmed Yusuf Shaikh	5 %
2 Pravinbanu Mohmed Hanif Shaikh	20 %
3 Mohmed Juned Mohmed Husain Shaikh	10 %
4 Firoz Harisingh Rana	10 %
5 Hamid Bharatsing Rana	10 %
6 Mohsinkhan Abdulatif Pathan	20 %
7 Mumtaz Basirbhai Doodwala	25 %
	100 %

- (b) In respect of balance of book profit 60 %

Name of working Partners	Remuneration Share
1 Mohmed Hanif Mohmed Yusuf Shaikh	5 %
2 Pravinbanu Mohmed Hanif Shaikh	20 %
3 Mohmed Juned Mohmed Husain Shaikh	10 %
4 Firoz Harisingh Rana	10 %
5 Hamid Bharatsing Rana	10 %
6 Mohsinkhan Abdulatif Pathan	20 %
7 Mumtaz Basirbhai Doodwala	25 %
	100 %

- (ii) For the purpose of the above calculation the book profit shall be calculated on the basis of book profit as shown by the books and computed as provided in S 28 to S 44d (Chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to partners for the relevant accounting year.
- (iii) The above partners shall be entitled to draw minimum remuneration in the accounting year in which the partnership firm has made inadequate profits or suffered losses on the basis of the calculation referred to in (ii)

Mohsin
Pravin
Mumtaz
Mohmed Juned
Hamid
Mohsinkhan
Firoz
Basirbhai
Doodwala
M.B.



- (iv) The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other partner or partners.
- (v) The partners shall be entitled to withdraw mutually agreed amount during the year from the partnership towards their yearly remuneration, share of profit or out of their current, loan or capital account from time to time as may be decided by the partners by mutually consent only.

8. INTEREST ON CAPITAL PAYABLE TO PARTNER SHALL BE AS UNDER :

Interest at the rate of 12 % per annum simple interest or such lower/higher rate as may be prescribed U/s. 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax assessment of partnership firm for the relevant accounting period shall be payable by the partnership on the amount standing to the credit of the capital and/or loan account or the accounts of the partners, interest at the above rate shall be payable by him. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

9. SHARE OF PROFIT / LOSS :

The net profit or loss of the partnership business as per the account maintained by the partners after deduction of all expenses relating to activities of the partnership including rent, salaries, and other establishments expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership shall be divided and distributed amongst the partners and beneficiary in the following proportion.



Sr. No.	Name	Profit	Loss
1	Mohmed Hanif Mohmed Yusuf Shaikh	5 %	5 %
2	Pravinbanu Mohmed Hanif Shaikh	20 %	20 %
3	Mohmed Juned Mohmed Husain Shaikh	10 %	10 %
4	Firoz Harisingh Rana	10 %	10 %
5	Hamid Bharatsing Rana	10 %	10 %
6	Mohsinkhan Abdulatif Pathan	20 %	20 %
7	Mumtaz Basirbhai Doodwala	25 %	25 %
Total %		100 %	100 %

10. BORROWINGS :

The partnership firm may however borrow from time to time, from persons, firms companies, or banks such as may be required for the purpose of the business as deposit or loans at and agreed rate of interest with mutual consent of the partners.

11. ACCOUNTING YEAR :

The accounts of the said partnership shall be properly and regularly maintained as on 1st April and shall be made up and prepared at the close of each year ending on the 31st Day March And First Financial Year of the firm is from 1st April 2015 to 31st March 2016.

12. BOOKS OF ACCOUNTS :

All necessary, proper, full, correct, and regular account of the sales, purchases, receipts, payments, engagements, transactions, dealings and things relating to the business of the firm shall be mad up and maintain at the premises of the firm under the direct supervision of the partners. The said book of accounts, vouchers, receipts securities, paper, letters and writings concerning or belonging to the partnership shall be kept in the safe custody at the relevant or appropriate place or places in accordance with the requirements of the business of the



partnership and each of the partners shall have free access at all times without interruption or hindrance by and any other to inspect scrutinizes or copy of the same Bank account of the partnership firm shall be opened in any Scheduled/Co-operative bank as may be mutually agreed upon by the partners and bank accounts shall be operated by any one of partners. Further it is decided by all the partners that (1) **Mohmed Hanif Mohmed Yusuf Shaikh** and (2) **Firoz Harisingh Rana**, will act as administrative/managing partner of the firm and they are authorized to act for any, matter on behalf of the firm.

13. **ADMISSION OF NEW PARTNERS :**

The partners hereto may admit any new partner or partners upon such terms and conditions as may be agreed upon by all the partners.

14. **RETIREMENTS :**

In the event of any partner desiring to retire for any reason whatever from the said partnership, he shall give a previous notice of three months to that effect on such notice being received by the firm. The account-books of the firm such be brought up to date and balance sheet as at the end of the period of the said notice shall be made up the outgoing-partner shall be paid his share of the net profits as on the date of retirement and shall be required to pay all his dues or debts, if any to be paid to the firm and after all the claims and dues or debts, if any to be paid to the firm and after all the claims and dues of and or against the firm are satisfied. He shall be deemed to be free from the partnership and other partners shall be entitled to continue the business of the partnership.



15. DEATH :

In the event of death of any of the partners occurring during the currency of the said partnership, surviving partners shall be entitled to continue and carry on the said business in partnership with the legal heirs successors or legal representative of the deceased partners and if such heir, successors or legal representative of the deceased partner decide not to carry on the said business in the partnership then the surviving partners may carry on the said business as the sole proprietor or in partnership with any other person or person thereof in the same name and style after working out and paying the dues and claims of the deceased partner to his heirs successors or legal representatives as the case may be who also shall have full power to inspect accounts and obtain such information as may be necessary for ascertaining that share of deceased partners has been properly worked out and paid.

16. COVENANTS :

(1) Each partner shall :

(a) Punctually pay and discharge his or its separate debts and indemnify the other and the partnership assets against the same and all proceedings, costs claims or demands respect thereof.

(b) Be just and faithful to the other partners in all transactions and relating to the partnership business at all times give to the other a true account of all such dealings and offer every assistance in his or its power in carrying on the partnership business to their mutual advantage.

(c) Forthwith pay all money, cheques and negotiable instruments received by him or it on the account of the firm into the said bank to the firm's account.

(2) No partner shall without the consent of the other :

(a) Engage, make any contract with or dismiss any

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Bhargava

M. S. Rao

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- (b) Enter into agreement whereby the partners may risk the loss of or be liable for any sum or any number of sums in respect of the same transaction. +
 - (c) Except in the ordinary course of business dispose of loans, pledge, sell or otherwise deal with any part of the partnership property.
 - (d) Forego the whole or any part of any debt or sums due to the partnership.
 - (e) Become bail or guarantor or surety for any person or persons or do or knowingly suffer anything to be done whereby the partnership property may be endangered.
 - (f) Assign, mortgage or charge its or his interest in the firm or in the assets or profits of the firm.
 - (g) Draw, accept or endorse any bill of exchange or promissory note on account of the partnership unless in the ordinary course of business.
 - (h) Lend any of the moneys or deliver upon credit any of the goods of the firm to any person or person whom the other partners shall have previously in writing forbidden him or it to trust.
- (3) The partners shall in consultation with each other look after the day to day management of the partnership business and do all acts and things for the proper conduct of the business or businesses of the partnership.

17. DISSOLUTION:

On the dissolution of the partnership the full and general account shall be taken of all moneys, stock in trade, machineries, buildings, debts and effects the belong or due to the partnership and of all the liabilities of the partnership including capital. Such account shall be made up within six months from the date of dissolution and the amount payable as our such general account to each partner shall be paid to him.

18. ARBITRATION :

If any dispute shall arise between the parties hereto in respect of conduct of the business of the partnership or in respect of interpretation, operation or enforcement of the terms and conditions of this deed or in respect of any other matter cause or thin whatsoever not herein otherwise provided fro, the same shall be referred for adjudication to the Arbitration subject to the proyisions of the Indian Arbitration Act, 1940, or any statutory modification for reenactment thereof for the time being in force whose decision shall be binding on the parties and their legal representatives.

19. ALTERED AND ADDITION OF ANY CLUASE OF THIS PARTNERSHIP :

Not with standing any thing stated or provided herein, the partners shall have full powers and discretion to modify, alter any of the terms and conditions of this partnership deed in any manner whatsoever they think fit, by mutual consent, which shall be reduce to writing and signed by the partners and there upon the said writing shall become appendage and part of the deed. This indenture of partnership is made on the stamp paper of Rs. 500/- bearing No. C-523361, serial No. 01, dated 19/09/2014 stamp vendors name : Upeshkumar Pravinchandra Gandhi, address : 105, Laxmi Flats, 1st Floor, Hari Hareshwar Mahadev, Wadi Rangmahel, Vadodara.

IN WITNESS WHEREOF, the partners have affixed their respective hands and seals on this deed of partnership this day and year first herein above written in the presence of witnesses.

(1) SIGNED, SEALED & DELIVERED BY
Mr. Mohamed Hanif Mohamed Yusuf Shaikh
In the presence of

M. M. Shaikh



- (2) SIGNED, SEALED & DELIVERED BY
Mrs. Pravinbanu Mohmed Hanif Shaikh
In the presence of



Pravinbanu Mohmed Hanif Shaikh

- (3) SIGNED, SEALED & DELIVERED BY
Mr. Mohmed Juned Mohmed Hu
In the presence of



Mr. Mohmed Juned Mohmed Hu

- (4) SIGNED, SEALED & DELIVERED BY
Mr. Firoz Harisingh Rana
In the presence of



Firoz Harisingh Rana

- (5) SIGNED, SEALED & DELIVERED BY
Mr. Hamid Bharatsing Rana
In the presence of



Hamid Bharatsing Rana

- (6) SIGNED, SEALED & DELIVERED BY
Mr. Mohsinkhan Abdulatif Pathan
In the presence of



Mohsinkhan Abdulatif Pathan

- (6) **SIGNED, SEALED & DELIVERED BY**
Mrs. Mumtaz Basirbhai Doodwala
In the presence of

Doodhwala M-B.



..... **END**



BEFORE ME

Pradip J. Shah 07/11/19

PRADIP J. SHAH
NOTARY
Government of India