

M/S. SAMUH CHEMICALS

W/101, M.I.D.C. PHASE II, MANPADA ROAD, DOMBIVALI (EAST)

DIST-THANE, 421 204

ADMISSION CUM RETIREMENT DEED OF PARTNERSHIP DEED, DATED
30/08/2018

PREPARED BY

B.R DALAL & CO

CHARTERED ACCOUNTANTS.

302, Kent Enclave, Haridas Nagar, Borivali-W Mumbai-400092.
(M) 9323085349



WHERE AS:

1. The parties at rubber chem the instru supplement
2. Part W

महाराष्ट्र MAHARASHTRA

2017

AE 873607

Serial Number 8995 for Rs. 500

Date of Issue : 31-Aug-2018

Issued To : Samuh Chemicals

Issued Through : Sahebrao K. Hule

Licence No. 1206045

STAMP VENDOR

MRS. KANCHAN S. TARTE

SAMUH CHEMICALS

W-101, MIDC, Phase II,
Dombivali (East).

Add. Shop No.2 Arisht Raja Chd Ltd.

Ground Floor, 1st Floor

Rancho, near the ... 204



Handwritten signature and name of the stamp vendor.

Handwritten signature of the parties.

DEED OF RETIREMENT CUM ADMISSION OF PARTNERSHIP

30 AUG 2018

THIS DEED OF RETIREMENT CUM ADMISSION PARTNERSHIP IS MADE AND ENTERED AT THANE, MUMBAI on 30th AUGUST, 2018.

(1) SHRI. NITIN SITARAM WAGHAMARE Residing at "vatslya" R.L.54, Milap Nagar Residential zone. M.I.D.C., Dombivali- 421 203 (herein after called as partner of second Part or continuing partner)

(2) SMT. PRATIKSHA NITIN WAGHMARE Residing at "vatslya" R.L.54, Milap Nagar Residential zone. M.I.D.C., Dombivali.-421 203 (herein after called as partner of third Par or incoming partner)

WHERE AS:

1. The parties at sr no 1 & 2 are carrying on business of manufacturing rubber chemicals under the name and style of Samuh Chemicals under the instrument of partnership executed on 19th Sept. 1992 and supplementary deed dated 05th December. 2004
2. Parties hereto are desirous of **admitting Smt. Pratiksha Nitin Waghmare**, party no 3 w e f close of business on 31/03/2018 on the terms and conditions mutually agreed among them and
3. The party at sr no. 1 **Mr. Sitaram Waghmare** is desirous of retiring from the said firm w e f close of business on 31/03/2018 due to ill health. Meanwhile Mr. S P Waghmare died and the continuing partner has agreed to retirement of said partner on the terms and conditions mutually agreed

NOW THEREFOER THIS INDUENTURE WITHNESS AS UNDER

1. The incoming partner shall become and remain as partner in the said firm M/s Samuh Chemicals w. e. f. the close of the business on 31/03/2018. The retiring partner who was the partner of the said firm till the close of business on 31/03/2018 shall cease to be partner from the close of the business on 31/03/2018.
2. The partnership business shall be carried out at W-101.M.I.D.C phase II Manpada Road, Dombivali -(East) 421 204.
3. The business of partnership shall be manufacturing rubber chemicals, intermediate chemicals, fine chemicals or any other chemicals and such allied business as may be mutually agreed upon between the partners from time to time.
4. The capital shall be contributed as under, however that the profit sharing ratio need not be in the proportion to the capital contributed.

Smt. Pratiksha Nitin Waghmare Rs. 1,00,000/-

Shri. Nitin. Sitaram Waghmare, As per the books.

5. The share of the partners in the profit and loss of the partnership business and its assets and liabilities shall be:

Smt Pratiksha Nitin Waghmare 50%

Shri Nitin. Sitaram Wghamare 50%.

Shri Nitin. Sitaram Wghamare 50%.

6. The accounting year of the firm shall be from 1st April to 31st March.

7. The retiring partner after having gone through the final accounts and books of accounts maintained by the firm and after having found them correct in all respect have agreed that in consideration of retirement the firm shall pay the credit balance lying with them.

8. On and from 1st day of April, 2018, the retiring partner shall have no claim, interest, title or right of any type whatsoever in the partnership firm, its business, property whether tangible or intangible including goodwill, outstanding etc. and all such assets right shall exclusively belong to the newly constituted partnership consisting of continuing partner and incoming partner.

9. The retiring partner is hereby agreed to sign any necessary documents, papers etc. required by the firm.

10. The retiring partner shall not use the firms name not shall represent himself as carrying on the business of the firm.

11. The property whether movable or immovable of the old partnership has been transferred to and the possession of the assets of the old partnership has been delivered to the newly constituted firm.

12. It is agreed by and between the parties hereto that Smt. P N. WAGAHMARE the party of third part and Mr. N.S.WAGHMARE the party of second part shall actively devote their time and energy and attention to the business of the partnership & it is further agreed that in consideration thereof the parties herein above mention shall be entitle to remuneration to be paid to them by the partnership firm under section 40 (b) of the Income Tax Act and the same shall be divided as under:

- i) on the first RS. 300000 of the book profits 60%.
- iii) On the balance of book profits 40%.

For the above purpose, book profits shall be defined as per explanation 3 to sec.40 (b) of the Income Tax Act.

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When the firm incurs losses or the profits are inadequate to pay the above remuneration, the remuneration payable shall be RS 50,000 divided between the parties as under.

Smt. P. N WAGHAMARE	25,000
Shri N. S. WAGAHMARE	25,000.

The partners shall be entitle to increase or decrease the above remuneration and may agree to pay remuneration to partner or partners as may mutually agree upon. The parties hereto may also revise the mode of calculating the above remuneration and decide to pay salary and grant the benefit of house rent allowance, rent free quarters, motor cars or conveyance allowance, medical expenses, accident insurance, life insurance policy premiums, provident funds, gratuity, bonus, commission on sales or gross receipts and /or other benefits to the parties herein above mentioned or to any the other partners either on monthly or yearly basis as the parties hereto may mutually agreed upon.

It is further agreed that the parties shall be entitle to draw any amount during the year from partnership towards their yearly remuneration, share of profits or out of their current loan or capital account from time to time as may be decided by the partners by mutual consents.

The funds required for the business of the partnership shall be contributed by the parties hereto in the manner as may be mutually agreed upon. Interest at the rate of NIL p.a. or such other rate as may be permissible under the laws, rules and regulations for the time being in force and as may be mutual agreed by the parties hereto on the amount standing to the credit of the partners. If there is any debit balance in the capital a/c of any partner he or she pay interest at the same rate to the partnership.

The salary and interest paid /payable to partners shall be a charge and the profits and the share of profit / loss mentioned in clause.4 is after such salary and interest.

13. The partnership shall be a "AT WILL" Any partner may retires from the firm by giving three months' notice in writing to the firm and other partners of his intentions to retire. The changes proposed shall be effective from 01/04/2018.

14. The firm shall regularly maintain in the ordinary course of business true and correct accounts of its income and expenses in proper books of accounts and profit and loss account and Balance sheet shall be prepared and signed by the partners. Each partner shall be entitled to take inspection of the said books of the accounts and shall be entitled to take copies or make extracts there from during usual business hours.

15. The firm shall regularly maintain in the ordinary course of business a true and correct account of its income and expenses in proper books of accounts and p & L ac/v and balance sheet shall be prepared and signed by all the partners. Each partner shall be entitled to take inspection of the said books of accounts and shall be entitled to take copies or make extract therefrom during usual business hours.

16. The firm shall maintain Bank accounts with Nationalized Bank or any other bank as may be decided upon by the partners and such bank account or accounts (including power of overdraw) shall be operated by any one of the partners.

17) No partner without written consent of the other partner do any of the following acts:-

a) Lend any of the money or deliver upon credit any goods of the firm to any person or persons whom the other partners shall have previously, in writing, forbidden him to trust.

b) Enter into bond or offer bail or stand surety for any person.

c) Expect in the ordinary course of business accepts or endorses any bill of exchange or promissory notes on account of the firm.

d) Do or enter into any speculative or forward business in any company.

e) Borrow money for the purpose of partnership

f) Sale, mortgage or otherwise alienate, assign or charge his share of interest in assets or profit of the firm.

g) Employ any of the money, property or effects of the partnership or pledge the credit thereof except in the ordinary course of business.

h) Do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached or taken in execution

i) open a banking account on behalf of the firm in his own name.

18 The partners shall have such drawings from the partnership as the profits of the business may allow and which the parties will mutually agree upon from time to time.

19. Each partner will be just and faithful to the other partner in all business transactions relating to the partnership and at all times give to the other a just and faithful account of the same and also upon every reasonable request furnish full and correct explanation to the other partner or to their representatives.

20. Each partner shall carry on the business of the firm to its greatest advantage. Each partner shall pay his separate and private debts and shall indemnify the other and the firm against all proceedings claims and demands in receipt thereof.

21. If any Partner shall elect to retire from the partnership he or she shall give notice as above said within three months of receipts of such notice, the accounts shall be prepared (unless agreed otherwise) as on the effective date of the retirement and the retiring partner's capital, his or her share of the profits and goodwill be paid immediately. In case of default the firm shall pay interest @ 15% p.a. on the amounts payable to the retiring partner

22. The death or insolvency of a partnership shall not dissolve the partnership. In the event of the death of any partner his or her heirs, and legal representative shall be taken in as a partner to the extent of the share of the deceased partner in the profits and losses of the firm.

23. Any dispute relating to this shall be referred to Arbitration as per Indian Arbitration and Reconciliation Act, 1996.

24. It is agreed that the newly constituted partnership firm and partners shall pay and discharge all debts and liabilities, whether provided in the books or not, whether existing or may arise in future, including statutory liabilities, of the old firm and keep retiring partner harmless & indemnify the retiring partner against any claim and demand whatsoever in that respect.

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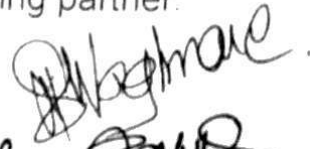

IN WITNESS WHEREOF the parties hereto have hereto set and subscribed their respective hands and seals the day and the year first herein above written.

1. SIGNED SEALED AND DELIVERED

By the part of the second part, continuing partner.

SHRI. N.S.WAGAHMARE

In presence of ~~Sahendra K. Hule~~

2. SIGNED SEALED AND DELIVERED

By the part of the third part, incoming partner.

Snt P.N.WAGAHMARE

In presence of ~~Kir.m. U. Bhadane~~

P.N. Wagahmare



set and
the year

: महाराष्ट्र औद्योगिक विकास महामंडळ : [महाराष्ट्र शासनाचा उपक्रम]

कब्जा पावती

महाराष्ट्र औद्योगिक विकास महामंडळाच्या वतीने मी एच.आर. वि.गुडे. (अवैयर्थी)
आणि श्री/मेसर्स अनुर कुशीकुल च्या वतीने श्री. एच. पी. वाहगारे.
यांनी आज डोंबीवली औद्योगिक क्षेत्राच्या रूपा ५०२, जिल्हा ठाटा
मधील १२०-०८ चौरस मिटर क्षेत्रफळ असलेला मूखंड क्रमांक ३८८५ - १०१ ५१८ हा,
मूखंडाच्या जागेवर प्रत्यक्ष मोजणी व सीमांकन केल्यानंतर, त्याचा कब्जा अनुक्रमे स्वाधीन केला व घेतला आहे.

ठिकाण : डोंबीवली,

दिनांक : १५-१२-८६

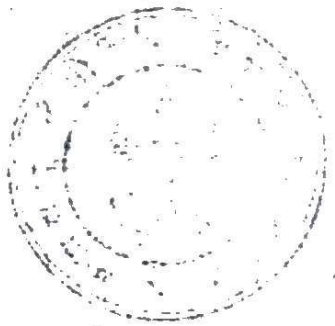
यांनी ताबा दिला

यांनी ताबा

मि.गुडे

Phangar

[अधिकार्याची सही व
पदनाम]



[वाटपप्राप्ती किंवा त्याच्या प्रतिनिधीची
सही व पदनाम]

/ TRUE COPY /

POSSESSION RECEIPE

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

I Shri. A.D.Badgajar, Deputy Engineer on behalf of Maharashtra Industrial Development Corporation, Dombivli of -Division Dombivli, under Division No.III Thane., and Shri S.P.Waghmare, have this day respectively handed over and taken over the possession of Plot No.W-101 admeasuring 482 Sq.M. Shed No.W-101 in Dombivli Industrial Area, Phase-II, Dombivli Taluka-Kalyan, The statement of description of Shed is attached herewith.

Handed over by

Taken over by

sd/-
(Signature of the officer with designation).

sd/-
(Signature of the allottee or his representative with designation)

Place : Dombivli Industrial Area,Phase-II.

Dated : 5-6-75

TRUE COPY

[Signature]
EXECUTIVE ENGINEER
M. I. D. C. DIVISION DOMBIVLI

MIDC



जा. क्र. प्राकाठा/डोंबिवली/डब्ल्यू-१०१/ १०९२४

प्रादेशिक अधिकारी,
म. औ. वि. महामंडळ, प्रादेशिक विभाग,
ऑफीस कॉम्प्लेक्स बिल्डींग, १ला मजल
ठाणे- ४०० ६०४.

दिनांक : १५/०५/१९६५

प्रति,

श्री. एस्. पी. वाघमारे,
मालक मे. समूह केमिकल्स,
झेड न. डब्ल्यू-१०१ एम. आय. डी. टी.,
फेज - २, डोंबिवली.

विषय : डोंबिवली औद्योगिक क्षेत्र...

झेड क्र. डब्ल्यू-१०१ व घटनेतील बदल
मंजूर करणे बाबत.

महोदय,

आपले दिनांक २२.५.१९६३ चे पत्र कृपया पहावे.

डोंबिवली औद्योगिक क्षेत्रातील झेड क्र. डब्ल्यू-१०१ व

डब्ल्यू-१०१ (पार्ट) हा भूखंड " श्री. एस्. पी. वाघमारे, मालक

मेसर्स समूह केमिकल्स" याचे नावावरून " श्री. एस्. पी. वाघमारे व

श्री. एन्. एस्. वाघमारे, भागिदार मे. समूह केमिकल्स" याचे नावावर
हस्तांतरित करण्यात आली आहे.

दिनांक २.६.१९६५ रोजी केलेल्या लिजवा कालावधी

संपुष्टात आल्यामुळे आपण तीन महिन्यांचे जात लिजवे नूतनीकरण करून

घेणेची तजवीज करावी ही विनंती.

आपला विश्वासू.

(सी.जे. राजेशीसले)

क्षेत्र व्यवस्थापक,
म. औ. वि. म. ठाणे विभाग ठाणे.

P. NO. W-101 PART
S. NO. 101/102

P. NO. W-101

F. 1. B-45

S. NO. 101

S. NO. 102

P. NO.
W-104

Signature



S. G. Kapre

(S. G. KAPRE)
General Manager (Legal)
Maharashtra Industrial Development Corporation

WHEREAS by a Lease (to which this Deed is supplemental and which hereinafter called " the Main Lease ") dated the 2 nd day of June 1975 and made between the Lessor of the One Part and the Lessee of the Other Part and registered at the Office of the Sub Registrar of Assurances at Bombay on the 2nd day of October 1975 under serial Nos. R. 1601 and R. 1602 in consideration of the premium there-in mentioned and paid by the Lessee to the Lessor demised unto the Lessee all that piece of land bearing Plot No. W-101 in the Dombivali Industrial Area belonging to the Lessor and more parti-cularly described in the First Schedule thereto TOGETHER with the factory building and other structures standing thereon for a term 15 (fifteen years) years commencing from the 3 rd day of February 1975 at the yearly rent of Rupee One thereby reserved and subject to the covenants and conditions therein contained;

AND WHEREAS by an application dated the 31 st day of March 1986 the Lessee requested the Lessor to grant to the Lessee a Lease of the pieces of land bearing Plot No. W-101 (part) in the said Dombivali Industrial Area of the Lessor more particularly hereinafter described and adjoining and are situated on the West of the land demised under the Main Lease for a term of 3 years 8 months coherminus with the term granted under the Main Lease but commencing from the 3 rd day of June 1986 subject to the payment of the premium of Rs. 33,000/- (Rupees Thirty three thousand only) hereto but at the same yearly rent and upon the same terms and conditions as those appearing in the Main Lease;

AND WHEREAS for the purposes of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been approximately estimated at Rs. 400/- per annum;



NOW THIS LEASE WITNESSETH as follows :

Descri-
ption of
land.

In consideration of the premises and
of the sum of Rs.33,000/- (Rupees Thirty three
thousand only) paid by the Lessee to the Lessor
as premium and of the rent hereby reserved and
of the covenants and agreements on the part of
the Lessor hereinafter contained the Lessor doth
hereby demise unto the Lessee All that piece of
land known as Plot No.W-101 (part) in the Dombivli
Industrial Area, within the village limits of sagon
and within the limits of Kalyan Municipal Corporation
Taluka and Registration/^{sub}district Kalyan District and
Registration district Thane containing by admeasure-
ment 220 square m-etres or thereabouts and more
particularly described in the Schedule hereunder-
written and delineated on the Plan thereof hereto
annexed and thereon verged red TOGETHER with the
buildings and erections now or at any time here-
after standing and being thereon AND TOGETHER
with all rights, easements and appurtenances
thereto belonging EXCEPT AND RESERVING unto the
Lessor all mines and minerals in and under the
said land or any part thereof TO HOLD the land
and premises hereinbefore expressed to be hereby
demised (hereinafter referred to as " the demised
premises") unto the Lessee for the term of 3 years
and 8 months conterminus with the term granted under
the Main Lease but commencing from the 3 rd day of
June 1986 subject nevertheless to the provisions of
the Maharashtra Land Revenue Code, 1956 and the rules
thereunder PAYING THEREFOR yearly during the said
term unto the Lessor at the Office of the Chief
Executive Officer of the Lessor (hereinafter
referred to as " the Chief Executive Officer "-

SK
G.P.

SK
G.P.

which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of Rupee One, the said rent to be paid in advance without any deduction on the 1st day of January in each and every year.

2. Except as herein expressly otherwise provided for this demise is made upon the same terms and subject to the same conditions, restrictions and covenants (including the Lessee's obligations to comply with the building regulations and user) on the part of the Lessor and Lessee respectively as were expressed and contained in the Main Lease as if the same were herein set forth at length with such modifications only as are necessary to make the same applicable to the present demise.

IN WITNESS WHEREOF SRI SHRI CHANAKAR JAYESH PABRE, the GENERAL MANAGER (LEGAL) of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovesaid, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath set his hand thereto the day and year first above written.

SCHEDULE ABOVE REFERRED TO
(Description of Land)

ALL that piece or parcel of land known as Plot No.W-101 (part) in the Dombivali Industrial Area within the village limits of sagon and within the limits of Kalyan Municipal Corporation Taluka and Registration sub-district Kalyan District and Registration district Thane, containing by admeasurement 220 square meters or thereabouts and bounded by red coloured boundary lines on the Plan annexed hereto, that is to say :-

- On or towards the North by Road,
- On or towards the South by Plot No.B-26,
- On or towards the East by Plot No.W-101 and
- On or towards the West by Plot No.W-40.

SIGNED SEALED AND DELIVERED by
SHRI SHANKAR GANESH KAPRE,
GENERAL MANAGER (LEGAL) of the
withinnamed Maharashtra Industrial
Development Corporation, in the
presence of:-

1. Shankar C.H. Kamble
2. P. P. Rao (P.D. GURAV)

(S. G. KAPRE)
General Manager
Maharashtra Industrial Development Corporation

SIGNED AND DELIVERED by
SHRI SITARAM PANDURANG WAGHMARE,
the abovenamed Lessee, in the
presence of :-

1. P. P. Rao (Gudab B. Pawale)
2. D. C. Muley (D. G. MULEY)

S. P. Waghmare