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भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES



सत्यमेव जयते

पाँच सौ रुपये

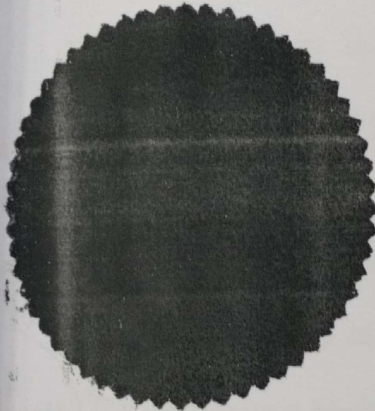
Rs. 500

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2017

AG 430674



प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क्र. ८०००००३
23 MAR 2018
संक्षम अधिकारी

श्री. ए. ए. गव

NOTED & REGISTERED
SR. NO. 307/18 PAGE NO. 21
DATE 31-07-2018

INDENTURE OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP made at Mumbai this 31st day of JULY Two Thousand Eighteen BETWEEN (1) SHRI HASMUKHLAL AMARCHAND KUBADIA an Indian Inhabitant, residing at B-61/62, Silver Apartments, Shankar Ghanekar Marg, Dadar (W), Mumbai - 400028, the party of the First Part, (2) SHRI PARESH MOHANLAL VORA an Indian Inhabitant, residing at 26, Prem Sagar, 61/62,

Handwritten signature of Shri Has Mukhlal Amarchand Kubadia

Handwritten signature of Shri Parsh Mohanlal Vora

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RCHM544-M, 0084

V.P.VORA



संज्ञा प्रमाणपत्र Only for Affidavit
संज्ञा प्रमाणपत्र
संज्ञा प्रमाणपत्र

CANCELLED

संज्ञा प्रमाणपत्र
संज्ञा प्रमाणपत्र
संज्ञा प्रमाणपत्र

002271
2 APR 2018



J. K. Mehta Road, Santacruz (W), Mumbai - 400054, the party of the Second Part,
(3) SMT. RANJANBEN MOHANLAL VORA an Indian Inhabitant, residing at 26,
Prem Sagar, 61/62, J. K. Mehta Road, Santacruz (W), Mumbai - 400 054, the
party of the Third Part AND (4) SMT. VAISHALI PARESH VORA also an Indian
Inhabitant, residing at 26, Prem Sagar, 61/62, J. K. Mehta Road, Santacruz (W),
Mumbai - 400054, the party of the Fourth Part.

RANJAN - 14, VORGA N.P.VORA
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WHEREAS the parties hereto of First and Second parts are carrying on a business in partnership under the firm name and style of MESSRS. UNITY TRADERS at Unit no. 213, Jaygopal Industrial Estate, 510, Bhawani Shankar Cross Road, Dadar (W), Mumbai - 400028 since 24-02-1997 upon the terms and conditions recorded in Indenture of Partnership dated 28-02-1997 AND WHEREAS a Supplementary Deed of Partnership was executed on 01-06-2002 to vary the interest payable to partners from 01-06-2002 AND WHEREAS a Supplementary Deed of Partnership dated 01-04-2010 was executed to vary the remuneration payable to Partnership dated 01-04-2010 AND WHEREAS the parties hereto of First and working partners from 01-04-2010 AND WHEREAS the parties hereto of First and Second parts have agreed to admit SMT. RANJANBEN MOHANLAL VORA AND SMT. VAISHALI PARESH VORA as partners in the said Partnership business from 31-07-2018 for development of Partnership business AND WHEREAS Smt. Ranjanben Mohanlal Vora and Smt. Vaishali Paresh Vora have agreed to become partners in the said Partnership business w.e.f. 31-07-2018 AND WHEREAS the parties hereto have agreed to continue the said partnership business as a going concern with all assets & liabilities from 31-07-2018 AND WHEREAS the parties hereto desire to record in writing the terms and conditions of reconstituted partnership NOW THEREFORE THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. The business of the Partnership has been and shall continue to be carried on under the firm name and style of MESSRS. UNITY TRADERS and/or under such other name or names as the partners may hereafter mutually agree.

RANJAN - 14, VORGA N.P.VORA
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2. The business of the partnership shall be carried on at Unit no. 213, Jaygopal Industrial Estate, 510, Bhawani Shankar Cross Road, Dadar (W), Mumbai - 400028 and/or at such other place or places as the partners may hereafter mutually agree.

3. The parties hereto declare that the business as per these presents has started and shall be deemed to have started on and from 31-07-2018.

4. The business of the Partnership shall continue to be that of manufacturing and trading in readymade garments and hosiery goods and allied commodities and that of General Merchant and/or such other business or businesses as the partners may agree upon from time to time.

5. The Partnership shall be a Partnership "AT WILL". Any partner shall be at liberty to retire from the partnership on his / her giving to the other partners one month's previous notice of his / her intention to do so.

6. The initial capital of the partnership shall be Rs. 50,000/- [Rupees Fifty Thousand only] and shall be contributed by the parties hereto in such share and in such proportion and in such manner in all respects as may be agreed to between them. Simple interest at the rate of 12% per annum or such lower or higher rate as may be prescribed u/s. 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provision as may be in force for the Income Tax Assessment of the 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 current and/or loan account or the accounts of the partners. If there is any debit balance in the account/ accounts of any partner, interest at the above rate shall be payable by him / her. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

7. The partnership firm may borrow from time to time from persons, firms, companies, banks, etc. such moneys as may be required for the purpose of partnership business as deposits or loans at an agreed rate of interest.

8. It is hereby agreed by and between the parties hereto that Shri Parash Mohanlal Vora, Smt. Ranjanben Mohanlal Vora and Smt. Vaishali Parash Vora [hereinafter referred to as the working partners] shall actively devote their time and attention for the conduct of the business of the firm as the circumstances and business needs may require. It is hereby further agreed by and between the parties hereto that in consideration of the above said working partners devoting their time and attention for the conduct of the business of the firm they shall be paid yearly remuneration as under:

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

In case of loss)	NIL.
In case of 'book profit' upto)	Rs. 1,50,000/- or 90% of the
Rs. 3,00,000/- for the)	'book profit' whichever
accounting year:)	is more.

Handwritten signatures and names: V.P. VORA, V.P. VORA, V.P. VORA

On the 'book profit' exceeding) 60% of the excess over
 Rs. 3,00,000/- for the) Rs. 3,00,000/-
 accounting year :)

Explanation : 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.

However, total remuneration payable to the working partners shall not exceed the amount of Book Profit.

Such remuneration shall be paid to the working partners in the following ratio:

- 1) SHRI PARESH MOHANLAL VORA, ... 50 %
- 2) SMT. RANJANBEN MOHANLAL VORA ... 10 %
- AND 3) SMT. VAISHALI PARESH VORA ... 40 %

 100 %



9. The net profit/loss of the Partnership business as per the accounts maintained by the partnership after deduction of all expenses relating to the activities of the Partnership including interest and remuneration payable to the partners and working partners respectively in accordance with this Indenture of Partnership or any supplementary deed as may be executed by the partners shall be divided and distributed among the partners in the following proportion :

α *[Signature]*
 α *[Signature]*

RANJAN-14, No 84
 N.P. VORA
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- 1) SHRI HASMUKHLAL AMARCHAND KUBADIA, ... 25 %
 - 2) SHRI PARESH MOHANLAL VORA, ... 25 %
 - 3) SMT. RANJANBEN MOHANLAL VORA ... 25 %
 - AND 4) SMT. VAISHALI PARESH VORA ... 25 %
- 100 %

10. The Partners shall be entitled to withdraw such amount during the year from the partnership towards their remuneration, interest and Share of Profit or out of their current, loan or capital account from time to time as may be decided by the partners by mutual consent.

11. The accounting year of the partnership shall be financial year and on close of the year on 31st March of every year during the continuance of the partnership, accounts shall be made up of all capital assets and liabilities of the partnership and Profit & Loss Account and Balance Sheet shall be prepared.

12. Usual books of accounts of partnership business shall be maintained properly written up and the said books of accounts with letters, papers, writings concerning or belonging to the partnership shall not be removed from the place of business without the consent of all the partners. Each partner shall have free access to the same at all reasonable times and shall have the right to inspect and copy the same.

13. The existing Bank Account/Accounts shall be continued and/or new Bank Account/Accounts shall be opened in the name of the partnership firm with Bank

α *[Signature]*
 α *[Signature]*

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 N.P. VORA
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or Banks and shall be operated upon jointly or severally as the case may be by all the partners.

14. Each of the partners shall be just and faithful to the other partners in all transactions relating to the partnership business and at all times give to the others all information and truthful explanations of all the matters relating to the affairs of the partnership business.

15. Each of the partners shall at all times duly and punctually pay and discharge his / her separate and private debts whether past, present or future and keep indemnified therefrom and from all actions and proceedings, claims costs and demands in respect thereof the partnership property and other partners or their representatives, estates and effects.

16. None of the partners shall without the consent of other partners in writing
a) Employ any of the moneys, goods or effects of the partnership or pledge the credit thereof except in the usual and regular course of business and upon the account or for the benefit of the partnership.
b) enter into bond or become bail or surety with or for any person or do or knowingly cause or suffer to be done anything whereby the said business of the partnership or its property or any part thereof may be seized or taken in execution or otherwise become liable; and

c) assign, mortgage or charge his / her share in the partnership or any part



thereof or create a charge on the partnership assets or make any other person a partner or sub-partner with him / her.

Any partner committing any breach of any of the foregoing stipulations shall indemnify the other partners and the firm against all losses and expenses on account thereof.

17. The death, retirement or insolvency of any partner, shall not dissolve the Partnership Firm so far as it concerns the other partners and the business of the Partnership shall be continued as a going concern with all its assets and liabilities by the surviving or remaining partners with such changes in the constitution of the Firm and on such terms and conditions as may be decided by the surviving or remaining partners.

18. Any controversy or claim arising out of or relating to the business of the partnership or to these presents shall, unless decided by mutual agreement of the parties, be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be at Mumbai and the decision given thereunder shall be final and binding on all the parties to the dispute.

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

[Signature]

[Signature]

[Signature]
RANJAN M. V. 1089
V.P. VORA

[Signature]
RANJAN M. V. 1089
V.P. VORA

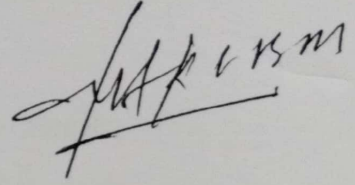
SIGNED SEALED AND DELIVERED)

by the withinnamed SHRI HASMUKHLAL)

AMARCHAND KUBADIA, the party)

of the First Part, in the presence of)

के. ए. शर्मा 

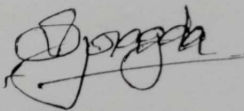


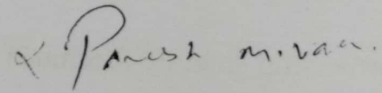
SIGNED SEALED AND DELIVERED)

by the withinnamed SHRI PARESH)

MOHANLAL VORA, the party of)

the Second Part, in the presence of)

के. ए. शर्मा 

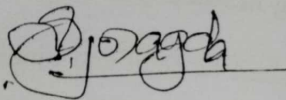


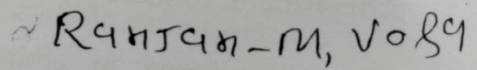
SIGNED SEALED AND DELIVERED)

by the withinnamed SMT. RANJANBEN)

MOHANLAL VORA, the party of)

the Third Part, in the presence of)

के. ए. शर्मा 

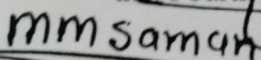


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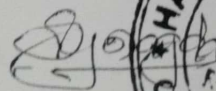
by the withinnamed SMT. VAISHALI)

PARESH VORA, the party of)

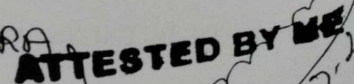
IDENTIFIED BY ME the Fourth Part, in the presence

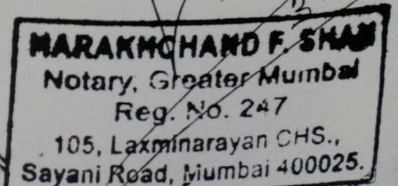


MANDAR M. SAMANT
B. Com., LL.B.
ADVOCATE HIGH COURT
Reg. No. 1000





ATTESTED BY ME 



SHARE CERTIFICATE

No. 39

**THE JAY GOPAL INDUSTRIAL PREMISES CO-OPERATIVE
SOCIETY LTD.**

Authorised Capital Rs. 24,00,000/- divided into 48,000 Shares of Rupees Fifty each.

Member's Register No. 39 Share Certificate No. 39

THIS IS TO CERTIFY that Mr./Mrs. Unity Traders

of Unit No 213 is the Registered Holder of Ten
Shares of Rupees Fifty each S. Nos. 281 To 290 inclusive in
THE JAY GOPAL INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LTD. Dadar Bombay-28.
subject to the Bye-laws of the said Society, and upon each of such Shares the sum of
Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at Bombay

this 13th day of January 1976

S. C. Navare Chairman

[Signature] Hon. Secretary

[Signature] Member of the
Committee

P. T. O.



Jay Gopal Industrial Premises Co-operative Society Ltd.

(Reg. No. BOM/HSG-1701 of 1969 dated 16 Aug. 1969)
510, Bhawani Shanker Cross Road, Dadar, BOMBAY-28.

Unit no - 213

(416 sq. ft 2nd floor)