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## PARTNERSHIP DEED

M/S. BIG VISHWA VENTURA GROUP

910/1, Brahmishtha,  
Gopal Nagar,  
Porvorim, Bardez,  
Goa - 403521.

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GOA

DATE 11/3/14 SR. 3084 VALUE Rs. 16597  
NAME OF PURCHASER Sushir S. Tengshe  
RESIDENT OF Porvorim PURPOSE  
PLACE OF VENDOR, PANAJI

VENDOR SIGN  
CHANDRAKANT PATIL  
Lic. No. AC/ST/1/VEN/LIC/23/2004

PURCHASER SIGN



### DEED OF PARTNERSHIP

#### M/S. BIG VISHWA VENTURA GROUP

THIS INDENTURE OF PARTNERSHIP is made and entered into at Panaji, Goa on this 1<sup>st</sup> day of April, in the year Two Thousand Fourteen BETWEEN (1) **MR. ANIKET HARESHWAR RAUT - PAN NO. ABIPR1998R, Aged 41 years of Padmapriya Bunglow, Chalpeth, Agashi, Virar (West), Tal- Vasai, Dist. Thane, Maharashtra - 401301 of the FIRST PART AND**

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[Signature]

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[Signature]

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**(2) MR. SIDDHARTH SHARAD PURAV - PAN NO. AHJPP8685N**, aged 33 years of 2, Nilkanth Sadan, Aarey Road, Perubaug, Goregaon (East), Mumbai, Maharashtra- 400063 of the SECOND PART AND

**(3) MR. HITEN VASANT PATIL - PAN NO. AGTPP4621R**, aged 33 years of 301/302, Sneha c.h.s., Jain Mandir Road, Virar (West), Tal- Vasai, Dist. Thane, Maharashtra- 401303 of the THIRD PART AND **(4)**

**MR. DHURV DILIPKUMAR MEHTA - PAN NO. AKIPM4036A**, aged 30 years of 101, Park view Apartment, Pleasant Park, Unitech Road, Bolinj, Virar (West), Tal. Vasai, Dist. Thane, Maharashtra - 401303 of the FORTH PART

**(5) MR. PARESH RAMESH BARIA - PAN NO. ABSPB1437B**, aged 35 years of Sudarpan, Bariwada, Agashi, Virar (West), Tal- Vasai, Dist- Thane, Maharashtra - 401301 of the FIFTH PART AND

**(6) MR. SUDHIR SHRIDHAR TENGSHI - PAN NO. ABRPT3669E**, Aged 47 years of 910/1, Brahmishtha, Gopal Nagar, Porvorim, Bardez, Goa - 403521 of the SIXTH PART AND **(7) MR.**

**AJAYKUMAR M. JAIN - PAN NO. ABPPJ2941M**, aged 50 years of K-34/A, SFS Flats, Saket, New Delhi - 110017 of the SEVENTH PART, hereinafter referred to as parties of the First, Second, Third, Fourth, Fifth, Sixth & Seventh part respectively (which expression shall unless

it be repugnant to the context and meaning thereof be deemed to include their heirs, executors, legal representatives and assigns) AND WHEREAS the parties hereto have started on and from 1<sup>st</sup> April, 2014 the business of Builders & Developers, Contractors, Dealing in Real Estate etc. at 910/1, Brahmishtha, Gopal Nagar, Porvorim, Bardez, Goa - 403521. In the name of **M/S BIG VISHWA VENTURA GROUP**. AND WHEREAS the parties to this agreement are desirous of putting in writing the terms and conditions subject to which the business of this partnership is to be carried on.

WHEREAS the parties hereto have started on and from 1<sup>st</sup> April, 2014 the business of Builders & Developers, Contractors, Dealing in Real Estate etc. at 910/1, Brahmishtha, Gopal Nagar, Porvorim, Bardez, Goa - 403521. In the name of **M/S BIG VISHWA VENTURA GROUP**. AND WHEREAS the parties to this agreement are desirous of putting in writing the terms and conditions subject to which the business of this partnership is to be carried on.

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WHEREAS the parties hereto have started on and from 1<sup>st</sup> April, 2014 the business of Builders & Developers, Contractors, Dealing in Real Estate etc. at 910/1, Brahmishtha, Gopal Nagar, Porvorim, Bardez, Goa - 403521. In the name of **M/S BIG VISHWA VENTURA GROUP**. AND WHEREAS the parties to this agreement are desirous of putting in writing the terms and conditions subject to which the business of this partnership is to be carried on.

**AND WHEREAS THIS INDENTURE NOW WITNESSETH AS UNDER:**

**1. NAME**

: The business of this Partnership shall be carried under the name and style of **M/S. BIG VISHWA VENTURA GROUP** and/or such other name as the partners may decide from time to time

**2. COMMENCEMENT**

: The business of this partnership has commenced from 1<sup>st</sup> APRIL, 2014.

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3. **PLACE OF BUSINESS** : The business of this partnership shall be carried at 910/1, Brahmishtha, Gopal Nagar, Porvorim, Bardez, Goa - 403521. And/or such other place/s as the parties may agree upon from time to time.

4. **BRANCH OF BUSINESS**: The branch of this partnership shall be carried at A-003, Padman Nagar, Opp: Balaji Complex, Agashi Road, Virar (West), Taluka-Vasai, District-Thane, Pin- 401 301. And/or such other place/s as the parties may agree upon from time to time.

5. **OBJECT** : The business of this partnership shall be that of Builders and Developers, Contractors, Dealing in Real Estate and or such other business /businesses as the partners may agree upon from time to time, to carry on.

6. **DURATION** : The duration of this partnership shall be "AT WILL".

7. **SHARING OF PROFITS & LOSSES**: Profits & Losses including those of capital nature shall be divided and distributed between the partners in following proportions:

- 1) Mr. Aniket H. Raut - 10.00%
- 2) Mr. Siddharth S. Purav - 10.00%
- 3) Mr. Hiten V. Patil - 10.00%
- 4) Mr. Dhruv D. Mehta - 10.00%
- 5) Mr. Paresh R. Baria - 10.00%
- 6) Mr. Sudhir S. Tengshe - 25.00%
- 7) Mr. Ajaykumar M. Jain - 25.00%

: Capital required for the partnership business shall be contributed by the partners as may be mutually agreed. The initial capital will be Rs.50,000/-.

9. **BORROWINGS**

: Partnership firm may borrow from time to time from person/s, firm/s, companies or bank/s such amounts as may be required for the purpose of the business as deposits or loans at an agreed rate of interest.





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10. BANK ACCOUNT

: Bank account of the firm shall be opened in one or more of the banks in the name of the partnership and shall be operated by any one partner jointly and/or severally and/or by any other person/s as the partners may mutually agree upon time to time.

11. ACCOUNTING YEAR

: The accounting year of the firm shall be financial year i.e. from 1<sup>st</sup> April to 31<sup>st</sup> March or such other year as the partners may mutually agree upon from time to time.

12. INTEREST ON CAPITAL:

Interest on capital and loans shall be paid / credited to the partner/s at the rate of 12% p.a. or at such rate/s as may be allowed by the Income Tax Act in force. In case, before charging interest on capital or loans to partners, the net result is loss, no interest shall be paid to partner. If such net result is a profit but insufficient to absorb entire interest payable to partners, the partners will be paid interest at such rate so as to bring the net result to Nil.

13. SALARY/COMMISSION:  
BONUS TO PARTNERS

All the partners of the partnership are devoting their time and attention as per the requirements of the business of the partnership. They will be paid/credited salary, commission and bonus etc. as allowed by the provisions of section 40(B) of the Income Tax Act, 1961 and any modifications done from time to time. Salary, Bonus, Commission etc., shall be paid/credited to all the partners in the Profit/Loss sharing proportions.

However, the Salary, Bonus, Commission etc. shall be subject to the following ceilings :

Profit	Maximum salary bonus and commission
a) Upto Rs.3,00,000/-	Rs.1,50,000/- or at the rate of 90% of the Book Profit whichever is more.
b) on the balance	At the rate of 60%

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**14. ACCOUNTS**

: Usual books of account shall be maintained at the place of business wherein shall be entered all receipts and/or expenditure of and incidental to the business of partnership. The books shall be closed within a reasonable time from last date of the closing of the accounting year and Profit and Loss Account shall be made and Balance Sheet shall be drawn as at the last date of the year and the Capital Accounts of the partners as per the provisions of the partnership deed. Such accounts shall be binding on all the partners.

**15. CONTINUATION OF PARTNERSHIP BUSINESS**

: In case of death or retirement of any partner, the partnership business shall be dissolved but shall be carried on by remaining partner on such terms and conditions as may be mutually decided among the partners. In case of death of the partner, the heirs of the deceased partner shall have no right or claim in the share or deceased partner and the share of deceased partner will be distributed among the remaining partners as may be mutually agreed.

**16. PARTNERS NOT TO ENGAGED IN SPECULATIVE TRANSACTIONS**

: The partners shall not enter into any wagering or speculative transactions for on or behalf of or in the name of the partnership. If any partner shall make or enter into any such transactions the same shall not in any way be binding on the firm or any other partners.

**17. SETTLEMENT OF ACCOUNT**

: In case of retirement, the retiring partner and in case of death, the deceased partner shall be entitled to the amounts standing to the credit of the retiring or deceased partner on the date of retirement or death as the case may be, in the capital account, current account or any accounts maintained in their name plus proportionate profits (minus the proportionate losses in case there be any) for the period from the first day of accounting year upto the date of retirement or death. Profit and Loss



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for such period shall be ascertained on time such basis, on completion of the accounting year. In case, partner decide to close the books of account of the retiring partner in any other manner, on account of change in the constitution, they may do so, notwithstanding whatsoever is mentioned in this clause.

**18. PARTNER NOT TO DO :  
CERTAIN ACTS**

None of the partner shall without the consent of the other :-

- a) Lend any of the money or deliver upon credit any of the goods of the firm to any person/s whom the other partner shall have previously in writing forbidden to do so;
- b) Enter into any bond or become bail or surety or surety for any person or knowingly cause or suffer to be done anything whereby the partnership property may be endangered;
- c) Give any security or promise for the payment of money on account of the firm unless in the ordinary course of business;
- d) Mortgage or charge his/her share in the estate and profit of the firm; Any partner committing any breach of any of the foregoing stipulations shall indemnify the others of them from all losses and expenses on account thereof.

**19. ALTERATION OR  
ADDITION OF ANY  
CLAUSES IN THE  
PARTNERSHIP DEED**

- : Notwithstanding anything stated or provided herein, the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of this partnership deed in any manner, whatsoever they think fit by mutual consent, which shall be reduced to writing and be signed by all the partners and thereupon the said writing shall become appendage and part of this deed.



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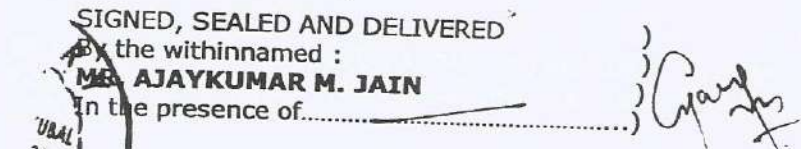
SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. PARESH RAMESH BARIA**  
In the presence of.....



SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. SUDHIR SHRIDHAR TENGSHHE**  
In the presence of.....



SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. AJAYKUMAR M. JAIN**  
In the presence of.....



In the presence of

1. *Virendra Prabhakar Jain*

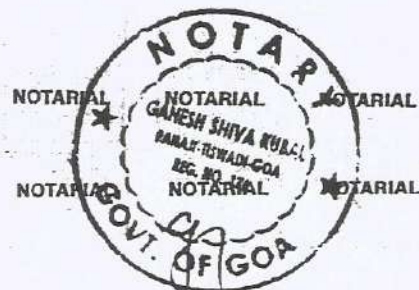
2. *Satish Nair*



EXECUTED BEFORE ME WHICH I ATTEST  
Reg. No. 01/0144  
DATE: 03.04.2014

KNOWN / IDENTIFIED TO ME BY  
*personally known Mr. Sudhir Tengshe*

*Ganesh S. Kubal*  
**GANESH S. KUBAL**  
NOTARY  
PANAJI-GOIA-INDIA





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**20. SECRECY**

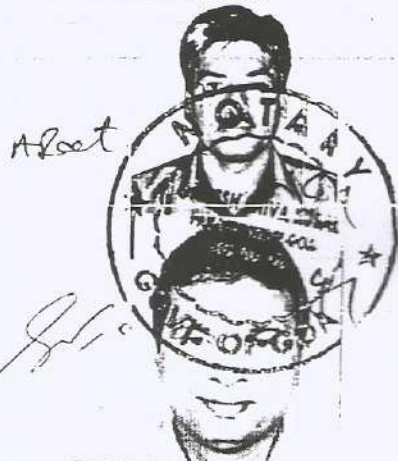
- : It is clearly understood that no partner will divulge any process/formula / method / design / system of the equipment/s developed, designed by the partnership firm or have an access to the firm to anyone else nor any of the partner will make use in any manner on his retirement or cessation as a partner. The property in this respect shall entirely and exclusively belong to the firm.

**21. ARBITRATION**

- : All the disputes and questions of whatsoever nature which will arise between the partners or their representatives touching these presents shall be referred to and decided through Arbitration in accordance with and subject to the INDIAN ARBITRATION ACT, 1940, or any statutory modifications thereof for the time being in force.

IN WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. ANIKET HARESHWAR RAUT**  
In the presence of.....

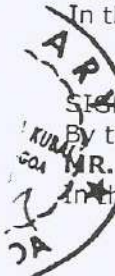


SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. SIDDHARTH SHARAD PURAV**  
In the presence of.....

SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. HITEN VASANT PATIL**  
In the presence of.....



SIGNED, SEALED AND DELIVERED  
By the withinnamed :  
**MR. DHRUV DILIPKUMAR MEHTA**  
In the presence of.....



Reg. No.

*K.H. Bhosle*  
Adv. K. H. Bhosle

Notary Reg. No. 181

1. Haliwada Penha de France,  
Bardez, Goa - 403 101

