

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

H 079125

सं. नां २३२० शेअरनी दिमत २००३१.

परिहारनु नाम राहेमत फीश सेंटर २१/१२/०८ ✓ डोजरमा

ठेका: ARIPU

तारीख २५/१२/०८

परीहारनी का २२०३

शेअरनी दिमत: २००३१ जेस. ३५२२

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REGISTER OF FIRMS

" FORM-G "

Sr. No. Of Appl- 347		08/09		Firm No. GUJ/JND/5628	
Name		RAHEMAT FISH CENTRE G.I.D.C. 812, VERAVAL, Dist. : JUNAGADH			
Business		AS PER PARTNER DID			
No. Of Entry	Date of Entry	Nature Of Entry		Date Of Joining	Remarks
1	22/12/2008	(1) Chohan Rafik Abdula		26/06/2008	
		(2) Chohan Alimohamed Abdula		26/06/2008	
		<u>Both Partner have Same Add. :-</u> Baharkot Near Chidipir, Near Bapoo Dela, VERAVAL-362265			
Duration " AT will "				REGISTER OF FIRMS JND, DIST: JUNAGADH	

R. M. KOTAK
ADVOCATE

RAHEMAT FISH CENTER

PARTNER

Sr. No. :- 394 Stamp Paper of Rs. :- 500
Date :- 26/06/2008 Signature of Stamp Vendor :- Illigible
Name of the purchaser :- Rahemat Fish Center
City :- Veraval
Licence No. :- 9 Stamp Vendor :- M.B. Halai

Translated Extract

“M/S. RAHEMAT FISH CENTER - VERAVAL”

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made and entered into at Veraval, on 26/06/2008 this BY AND BETWEEN :-

- (1) CHAUHAN RAFIK ABDULLA, an adult Indian Inhabitant, residing at Veraval, Taluka : Veraval, Dist. : Junagadh, hereinafter referred to as “THE PARTY OF THE FIRST PART”,
- (2) CHAUHAN ALIMOHAMAD ABDULLA, an adult Indian Inhabitant, residing at Veraval, Taluka : Veraval, Dist. : Junagadh, hereinafter referred to as “THE PARTY OF THE SECOND PART”,

WITNESSETH AS UNDER :-

AND WHEREAS it is agreed upon by and between "THE PARTY OF THE FIRST PART", and "THE PARTY OF THE SECOND PART", that they have become and have joined each other as partners and are now desirous of reducing into writing the said terms and conditions on which the said business shall be carried on in partnership :-

NOW THEREOF THIS INDENTURE OF PARTNERSHIP WITNESSETH as under :-

1) **NAME :-**

The partners shall carry on the partnership business in the firm name & style of "**RAHEMAT FISH CENTER**" and/or in any other name/names as the partners may decide from time to time. The name of the partnership business of the said firm may be changed at any time if the partners mutually agree upon for the same.

2) **PLACE :-**

The registered office of "The Said Business" shall be at Plot No. : 812, GIDC Estate, Somnath Road, Veraval – 362 269, District : Junagadh, or at such other place/places as the partners hereto may mutually agree upon from time to time.

3) **TYPE OF BUSINESS :-**

The partnership firm shall mainly carry on the business of dealing, reselling, export of all type of marine products including the business of fish processing, freezing, running of cold storage, export and import and generally to engage in any business or transaction of similar nature or any other business as the partner may mutually agree upon from time to time

4) **DATE OF EFFECT OF THIS CONSTITUTION :-**

This constitution shall be deemed to have commenced as and from 26/06/2008.

5) **ACCOUNTING YEAR :-**

The first accounting year of the firm shall be from 26/06/2008 to 31/03/2009 and thereafter the financial year shall be from 1st April to 31st March.

6) **CAPITAL :-**

The capital required for the partnership shall be contributed by each partner as per the commercial need and business requirements of the partnership from time to time.

7) **INTEREST ON CAPITAL :-**

At the end of the financial year the firm can pay interest to the partners on their capital at the maximum rate permissible under section 40(b) of the Income Tax Act, 1961. If the profit is less than the amount of interest the rate of interest will be reduced as per decision taken by the partners, such amount of interest will be credited to the partners at the end of the year

8) **BORROWING AND INTEREST ON IT :-**

To meet the additional financial needs, the firm may borrow with or without interest from any individual, firm, company, bank shroff, financial corporation, or other financial body giving financial assistance or aid for the business of the firm.

9) **DUTIES OF THE PARTNERS :-**

Two partners shall work with their utmost skill and ability for the firm. Partners shall devote their time and attention for the control of the management.

10) **REMUNERATION TO PARTNERS :-**

The firm shall pay remuneration to the partners as per the decision taken by the partners and permissible under section 40(b) of the Income Tax Act, 1961. Remuneration will be paid to the partners for the work and services rendered to the firm. Such remuneration will be paid to the partners from the "**BOOK PROFIT**" at the permissible rate under section 40(b). The calculation of the "**BOOK PROFIT**" will be calculated as under :-

Amount of Book Profit	Amount of Remuneration
On the first Rs. 3,00,000/- of the book profit or in case of a loss.	Rs. 1,50,000/- or at the rate of 90% of the book profit.
On the balance of the book profit.	At the rate of 60%.

Such amount of remuneration will be credited to the partners at the end of the year in the following proportions :-

Name of the Partners	Share in Remuneration
(1) Chauhan Rafik Abdulla	50.00 %
(2) Chauhan Alimohamad	50.00 %
TOTAL :	100 %

11) DISTRIBUTION OF PROFIT AND LOSS :-

At the end of the year, the share of the partners in the profit and loss will be as under :-

Name of the Partners	Share in Profit
(1) Chauhan Rafik Abdulla	50.00 %
(2) Chauhan Alimohamad	50.00 %
TOTAL :	100 %

12) WITHDRAWAL AGAINST CREDIT BALANCE :-

Partners may withdraw from their credit balance after considering the economic position of the firm and as mutually agreed upon between the partners.

13) BANKS AND FINANCIAL MATTERS :-

An account in the name of the firm shall be opened with any one or more banks or shroff or financial institution and the same shall be operated from time to time under the signature of any one of the partners as may be mutually decided whether such an account is over drawn or not.

Similarly all money received by or on behalf of the firm shall, subject to business expediency, commercial need and prudence, be deposited in the bank, likewise all expenses of the firm shall as far as possible be made by means of cheque consistent however with the smooth running of the business.

14) OTHER ACTIVITIES OF PARTNERS :-

No partners shall except with the consent in writing of all the other partners :-

- (A) Either directly or indirectly engaged himself or be concerned in or be interested in any activity as may be repugnant or detrimental to the best interest of this partnership.
- (B) Give any indemnity, undertaking, surety or security in the name of the firm except in the ordinary coarse of the carrying on the business of the firm.

15) RETIREMENT OF THE PARTNERS :-

Any partner intending to retire from the firm shall give one calendar month's notice or any earlier date if mutually agreed upon by all the partners. Such a partner will be allowed to retire and the accounts till such date shall be prepared and the partnership shall be dissolved.

16) DEATH OF THE PARTNER :-

Death of the partner shall not dissolve the firm as to other partner. In such an eventuality the heir or legal representative of the deceased may with mutual consent be admitted as a partner.

17) TYPE OF PARTNERSHIP :-

This partnership shall remain partnership at will.

18) THE INDIAN ARBITRATION ACT :-

At the time of any dispute between one or more of the partners and/or the heirs, representatives, it shall first be referred to Arbitration and the provisions of Arbitration Act and its prevailing statutory modifications shall apply, the decision of Arbitration shall be final and binding to all the partners.

19) THE INDIAN PARTNERSHIP ACT :-

The terms and conditions of the Indian partnership Act will be applied to the firm in case clauses other than those expressly shown in this deed.

This deed is written on a stamp paper of Rs. 500 of Serial No. :- 394,
Dated :- 26/06/2008.

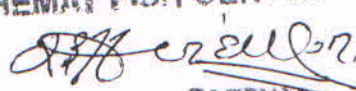
IN WITNESS WHEREOF the parties aforesaid have set their respective hands to this indenture on this the 26th Day of June, 2008.

DATED : 26/06/2008

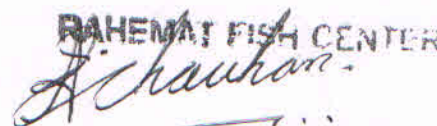
PLACE : VERAVAL

SIGNATURE OF THE PARTNER

WITNESS :

1. RAHEMAT FISH CENTER

PARTNER

1. 

2. RAHEMAT FISH CENTER

PARTNER

2. S. V. PANKAJA