



NAYSAA SECURITIES LTD.

Corp. Member: BOMBAY STOCK EXCHANGE LTD. (BSE)
CIN No.: U6720MH2007PLC175208

102/104, Shivam Chambers, Above Spectra Motors Showroom, S. V. Road, Goregaon (West), Mumbai - 400 062. INDIA.
Phone: 91-22 2676 0404 • Telefax: 91-22 2676 0202
Email: naysaa@naysaasecurities.com • Website: www.naysaasecurities.com

Date: 25.01.2024

To,
Listing Department,
BSE Limited,
25th Floor, P. J. Towers,
Dalal Street, Mumbai-400 001.

Dear Sir/Madam,
Script Code: 538668

Sub: Admission of Company as new partner in partnership firm Meghna Aakar Constructions, a partnership firm.

Pursuant to the provisions of Regulation 30 of the SEBI (Listing Obligation & Disclosure Requirements) Regulations, 2015, we wish to inform you that the Company on 25th of January, 2024 has been admitted as new partner into partnership firm, Meghna Aakar Constructions, engaged in the business related to real estate development. The profit or loss sharing ration of the Company is 90% in the said firm.

Thanking You,

For Naysaa Securities Limited

SUDHIR

SUMAN SINGH

Digitally signed by
SUDHIR SUMAN SINGH
Date: 2024.01.25
18:34:57 +05'30'

Mr. Sudhir Suman Singh
Compliance Officer & Company Secretary



महाराष्ट्र MAHARASHTRA

2023

CF 809852

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९
- 9 JAN 2024
सक्षम अधिकारी

Deed of Agreement of Admission into Firm of a New Partner

श्रीमती सुषमा चव्हाण

THIS DEED OF AGREEMENT is made on 25th day of January, 2024 BETWEEN CONTINUING PARTNERS i.e.

1. **Shri Vikram Jayantilal Lodha**, Son of Jayantilal Lodha aged about 44 years, residing at 402, 4th Floor, Neelmani – II, Bapubhai Vashi Road, Vile Parle (W), Mumbai – 400056 (which expression shall, unless it be repugnant to the subject or context or meaning thereof, include his legal heirs, executors, successors, administrators, nominees, permitted assignees and survivors) and hereinafter called and referred to as the **FIRST PARTY**,
2. **Shri Mrugesh Rajendra Shah**, Son of Rajendra Shah aged about 41 years, residing at 97/701, Krishna Apartment, L.T. Road No-6, Off. M.G. Road, Near Rosary Church, Goregaon - 400101 (which expression shall, unless it be repugnant to the subject or context or meaning thereof, include his legal heirs, executors, successors, administrators, nominees, permitted assignees and survivors) and hereinafter called and referred to as the

For MEGHNA AAKAR CONSTRUCTIONS

For MEGHNA AAKAR CONSTRUCTIONS

For MEGHNA AAKAR CONSTRUCTIONS

Partner

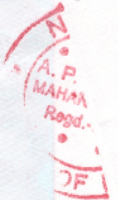
Partner



Partner

24 JAN 2024

28374



जोड़पत्र-२ / Annexure - II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक

२. दस्ताचा प्रकार

३. दस्त नोंदणी करणार आहेत का ?

४. मिळकतीचे शोडक्यात वर्णन

५. मुद्रांक विकत घेणाऱ्याचे नाव व सही.

६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही

७. दुसऱ्या पक्षकाराचे नाव

८. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक

परवाना क्रमांक ८००००१९

मुद्रांक विक्रीचे ठिकाण / पत्ता - सौ. कानन इण्डिया प्रायव्हेट लि.

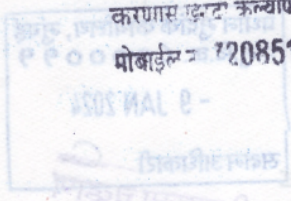
शां. नं. २, बिल्डिंग नं. ४, कालीगट पत्तण, मंगळूर.

साह्याद्री परिसरात, (विराटमि घाटा, पव), पब. ५०० ०५९.

ज्या कारणासाठी ज्ञानी मुद्रांक शिल्क 'खरत' कला त्यांनी त्याच

कारणास 'खरत' कल्याणामुन ६ पाहण्यात त्रापरण बंधकारक आहे.

मोबाईल नं. 7208510509



Partnership Deed



Pragale Naysa securities

THIS DEED OF AGREEMENT is made on 24th day of January, 2024 BETWEEN

CONTINUING PARTNERS i.e.

1. Shri Shivam Jayantlal Lohar, Son of Jayantlal Lohar aged about 44 years, residing at 402, 4th Floor, Shivam - II, Bahadur Vasti Road, Vile Parle (W), Mumbai - 400026 (which expression shall, unless it be repugnant to the subject or context or meaning thereof, include his legal heirs, executor, successor, administrator, nominee permitted assignee and survivor) and herinafter called and referred to as the FIRST PARTY.

2. Shri Mangesh Rajendra Shah, Son of Rajendra Shah aged about 41 years, residing at 97/01, Krishna Apartment, E.T. Road No-6, Old M.G. Road, Near Rotary Church, Goregaon - 400101 (which expression shall, unless it be repugnant to the subject or context or meaning thereof, include his legal heirs, executor, successor, administrator, nominee, permitted assignee and survivor) and herinafter called and referred to as the

FOR MEGHNA AAKAR CONSTRUCTIONS
FOR MEGHNA AAKAR CONSTRUCTIONS
FOR MEGHNA AAKAR CONSTRUCTIONS



SECOND PARTY,

And the **New Partner**

3. **M/s. Naysaa Securities Limited**, a Company having its registered office at 102/104, Shivam Chambers S.V. Road, Goregaon (W), Mumbai-400062 represented by its Authorised Representative Mr. Vikram Jayantilal Lodha, residing at 302/402, Neelmani-2, Bapubhai Vashi Road, Ville Parle West, Mumbai-400056, (which expression shall, unless it be repugnant to the subject or context or meaning thereof, include his legal heirs, executors, successors, administrators, nominees, permitted assignees and survivors) and hereinafter called and referred to as the **THIRD PARTY**,

WHEREAS:

1. The Parties of the **FIRST AND SECOND PART** had formed a Partnership to carry on the business of acquisition of land for land development, development of the acquired plot and construction of building/s, sale of development work including flats, shops, premises, etc. and all other allied and ancillary business activities under the name and style of "**M/s. Meghna Aakar Constructions**" which commenced w.e.f.22nd January, 2021 vide Deed of Partnership of even date.
2. **Third Party** desirous of being admitted as a member in the firm "**M/s. Meghna Aakar Constructions**" has given its consent to join the aforesaid firm as partner AND the said existing partners Shri Vikram Jayantilal Lodha and Shri Mrugesh Rajendra Shahare willing to admit the incoming partner as an additional partner.
3. Accordingly, the parties of the **THIRD PART**, have been admitted into the Partnership as partner on and from the **25th January,2024** on certain terms and conditions mutually discussed and agreed upon.

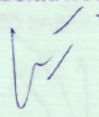
NOW THEREFORE THE DEED WITNESSES that in pursuance of the said agreement and in consideration of the said incoming partner bringing in and contributing the sum of Rupees Forty-five Thousand only (**Rs.45,000**) as **Fixed capital** of the above partnership firm.

The parties to this agreement have discussed, negotiated and agreed upon the terms and conditions of the Partnership which are now recorded and reduced into writing as under:

For **MEGHNA AAKAR CONSTRUCTIONS**


Partner

For **MEGHNA AAKAR CONSTRUCTIONS**


Partner



For **MEGHNA AAKAR CONSTRUCTIONS**


Partner

NOW THIS INDENTURE WITNESSETH THST:

1. Appointment of Third Party as partner

- (a) Upon the execution of this agreement Third Party is hereby appointed as partner of the Firm.
- (b) Capital account of Third Party in the firm shall be in accordance with the terms and conditions stipulated in the Partnership Deed.

2. First Party, Second Party and Third Party shall function as the partners of the Firm.

3. NAME: The Partnership as herein reconstituted, shall continue to be carried on under the name and style of “M/s. Meghna Aakar Constructions” or under any other name as all the partners hereto may mutually decide upon from time to time.

4. COMMENCEMENT: the Partnership hereby re-constituted has and shall be deemed to have commenced from **25th January,2024**.

5. PLACE: The partnership business shall continue to be carried at its registered office at 102/104, Shivam Chambers, SV Road, Goregaon West, Mumbai 400104 and/ or at such place or places, which the partners may mutually agree upon from time to time.

6. Duration: The Partnership shall be “**PARTNERSHIP AT WILL**”.

7. Nature of Business: The business of the partnership shall be that of acquisition of land for land development, development of the acquired plot and construction of building/s, sale of development work including flats, shops, premises, etc. and all other allied and ancillary business activities.

8. Capital: The partners shall have the undernoted shares in the capital of the Firm:

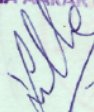
- a) First Party shall have **Rs. 2,500** in the said capital;
- b) Second Party shall have **Rs. 2,500** in the said capital;
- c) Third Party shall have **Rs. 45,000** in the said capital;

9. Borrowings: The partnership firm may borrow from time to time from persons, firm’s persons. Firms, companies or banks such money, as may be required for the purpose of the business, as deposits or loans at an agreed rate of interest.

For MEGHNA AAKAR CONSTRUCTIONS

For MEGHNA AAKAR CONSTRUCTIONS

For MEGHNA AAKAR CONSTRUCTIONS



Partner



Partner



Partner





10. Shares of profits and losses: The parties shall share the profits earned and shall contribute to the losses (including the loss of the capital) sustained by the firm in the following proportions as arrived at after providing for all the expenses and outgoings (including salary to partner) by following the traditional mercantile method and the specific provisions of the law in this behalf.

All the partners shall share the profits or losses in the following proportions ratio:

a) First Party	5.00%
b) Second Party	5.00%
c) Third Party	90.00%
TOTAL	<u>100.00%</u>

11. Bank Account operations and signing authority:

That the bankers of the firm be any nationalized and/or any other Co-operative or other bank as shall be decided from time to time and the same shall be operated and be in the custody of **MR. VIKRAM LODHA**. All the cheques, forms, documents, Agreement etc., shall be signed by **Day to Day Business of the Firm:**

The day to day activities of the firm shall be done and carried on by one or all as may be decided by all the partners on behalf of the Firm. All Agreements, Documents, Contracts, Applications, Power of Attorney, etc., in respect of the business of the firm shall be executed by one or all as may be mutually agreed upon by all the partners on behalf firm.

12. Salaries/Remuneration to working partners:

It is hereby agreed between the parties hereto that all the partners shall devote their time and attention in the conduct of the affairs of the firm as the circumstances and business needs may require.

a) Working partners :

The following partners who are the "Working partner/s" shall be entitled to salaries or/and remuneration calculated as hereinafter specified.

- i) Mr. Vikram Jayantilal Lodha
- ii) Mr. Mrugesh Rajendra Shah

b) Salary :

All the parties shall be entitled to salary as under or as may be mutually agreed upon by all the partners from time to time which shall be credited to their capital or current account as the case may be at the end of every month/year.

- | | |
|--------------------------------|----------------------|
| a) Mr. Vikram Jayantilal Lodha | Rs. NIL /- Per Month |
| b) Mr. Mrugesh Rajendra Shah | Rs. NIL /- Per Month |
| c) Naysaa Securities Limited | Rs. NIL /- Per Month |



For MEGHNA AAKAR CONSTRUCTIONS

Partner

For MEGHNA AAKAR CONSTRUCTIONS

For MEGHNA AAKAR CONSTRUCTIONS

Partner

Partner

c) Remuneration:

It is hereby also agreed that only in the accounting years in which there are profits after providing for interest on the capital of the partners as outlined in clause no. 12 and after providing for salary as specified in clause no. 10(b), the above said "working partners" shall be entitled to remuneration in the ratio of their profits and loss.

And the same shall be worked out as the percentage of book profits for each accounting year in the following manners:-

i. In case of Loss for the year No Remuneration

In the case of book profit up to Rs.3,00,000/- for the year Rs. 1, 50,000/- OR 90% of the book profit, Whichever is higher.

On the balance of Book Profit Exceeding Rs. 3,00,000/- 60% of the balance Book Profit.

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 the section 28 to section 44D (Chapter IV - D) or any other applicable provisions as may be in force of the **Income Tax Act, 1961** without deducting the remuneration paid or payable to the partner for the relevant accounting year.

i) For the purposes of this clause, "working partner" means an individual who is actively engaged in conducting the affairs of the business or profession of the firm of which he is a partner.

13. Withdrawals:

i. It is agreed that the partners shall be entitled to withdraw reasonable amounts from time to time during the year for their household's requirements as also for Life Insurance and personal taxes etc. All such withdrawals shall be debited to the Current Accounts of the respective partners.

ii. It is further agreed that the salaries/remuneration determined as payable to working partners, interest on capital of the partners and the share of profits/losses as the case may shall all be credited/debited to the Current Accounts of the partners.

For MEGHNA AAKAR CONSTRUCTIONS


Partner

For MEGHNA AAKAR CONSTRUCTIONS

Partner

For MEGHNA AAKAR CONSTRUCTIONS

Partner

- 
- iii. The balance in Current Accounts of the partner after the above said adjustment shall be transferred to Capital Accounts of the partners at the beginning of the next following accounting year.

14. Interest:

The funds required for the purpose of the partnership business shall be contributed or arranged by all the Partners as may be mutually agreed by them and Interest @ 12% p.a. simple interest or such lower or higher rate as may be prescribed us 40(b)(iv) of 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 at the commencement of accounting period and/ or current or loan account or the accounts of the partner.

15. Accounting year:

The accounting year of the partnership business shall be from 1st April to 31st March of each Christian calendar year.

16. Books of accounts:

Proper books of accounts shall be kept and maintained regularly by partners and all such books and other records or documents belonging to or concerning the partnership shall be kept at the office or place of business of the partnership or at such other place or places as the parties hereto may from time to time decide and every partner shall have free access to them at all reasonable time and shall be at liberty to inspect and make copies there from as they may deem fit and proper.

17. Admission:

Any new partner may be admitted to partnership as may be mutually agreed upon by all the partners. The new partner/s shall remit the requisite fund as to the requirements of the firm.

18. Retirement/Dissolution:

- a) The partnership firm upon dissolution be wound up & liabilities shall be dealt with in accordance with the provisions of the INDIAN PARTNERSHIP ACT, 1932.
- b) Any partner may retire from the partnership by giving to the other partners' not less than one calendar month notice in writing of his/her intention to retire. As at the expiration or such notice, the parties have to make retirement deed and after that he/she shall cease to be partner.

19. Share in assets/liabilities:

All the present and future assets of the partnership firm including goodwill, tenancy rights, outstanding and other rights, agencies (if any), quota rights, appreciation in the value of fixed assets and all benefits and other privileges and interest shall be the property of the firm.

20. Death of a partner and nomination:

It has been mutually agreed by and between the parties hereto that in the event of death,

FOR MEGHNA AAKAR CONSTRUCTIONS



FOR MEGHNA AAKAR CONSTRUCTIONS



Partner

Partner



insolvency, insanity or retirement due to any reason whatsoever of any partner the firm shall not stand dissolved but shall be carried on by the remaining partners and the balance as payable, after the valuation of the business as on date of the above mentioned event, to such retiring partner will be repaid to the legal heirs, executors, administrators and assigns of the retiring partner or transferred to his/her loan account and such amount payable shall be paid within 6 months from the date of such event and if in any unavoidable circumstances payment is delayed then interest at rate as specified in clause 12 shall be payable on balance outstanding amount OR the business of the firm shall be carried on with the legal heir/s of such deceased partner so desire on such terms and conditions as they may mutually agreed upon.

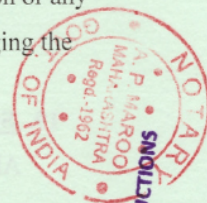
In case of death of any of the partner, consent of his/her legal heir/s in writing shall be obtained expressing their willingness to join the said firm as partner or eager to receive their amount as specified above.

21. Duties:

- i. Subject to what is otherwise provided herein, each of the partners hereto shall-
 - a) Participate and attend to the activity of the firm to the greatest common advantage of the firm
 - b) Be just and faithful to each other.
 - c) Indemnify the firm for any loss caused to it by willful negligence or fraud in the conduct to the firm activity
 - d) Attend to the firm activities diligently and actively
- ii. No parties to the partnership without the consent of all the partners shall-
 - a) Submit any dispute with any other person to arbitration or compromise or relinquish the claim;
 - b) Withdraw any suit or legal proceedings filed by the firm;
 - c) Enter into partnership or other business unilaterally with any other person;
 - d) Assign or transfer his share or any interest in the firm;
 - e) Admit any person as the partner in the firm;
 - f) Borrow any moneys for or in the name of the firm or create any security or charge on the assets of the firm;
 - g) Enter into any contracts ;
 - h) Stand as a guarantor or surety for any person in the name of the firm or for and on the behalf of the firm;
 - i) borrow the money from any bank or banks or any society or financial institution or any person or persons in the name of partnership firm either by hypothecation or pledging the assets of the partnership;
 - j) Acquire property of any kind in his own name on behalf of the firm.

22. Arbitration:

All disputes, questions of differences that may arise between parties during the continuation of Partnership Business hereto shall be referred to arbitrator under the Indian Arbitration Act, 1940 or any statutory modifications or enactment thereof for the time being in force. If during the continuance of the partnership or at any time afterward any difference arises



between the said partners or any one of them and the legal representative/s of any of the partners in regard to the construction of any of the Para herein contained or any act or thing relating to the said partnership or the affairs there of then such differences shall forthwith be referred to arbitrator under the Indian Arbitration Act, 1940 or any statutory modifications or enactment thereof for the time being in force.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written:-

First Party

SIGNED SEALED AND DELIVERED by)

The within named Mr. Vikram Jayantilal Lodha)

in the presence of Usmi. Desai)

251/11 Jawahar Nagar)

Rd No-15, Goregaon (west))

For MEGHNA AAKAR CONSTRUCTIONS



Partner



Second Party

SIGNED SEALED AND DELIVERED by)

The within named Mr. Mrugesh Rajendra Shah)

in the presence of Ruchitra Bhamberg)

Link Road Motilal Nagar)

Goregaon (W))

For MEGHNA AAKAR CONSTRUCTIONS



Partner

Third Party

SIGNED SEALED AND DELIVERED by)

The within named M/s. Naysaa Securities Limited

Represented by Mr. Vikram Lodha)

in the presence of Roshni. K. Gohil)

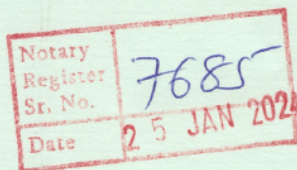
56-11, Ghankul Hsg Soc. Suvdya)

School lane Gorai-2 Borivali (W))

For MEGHNA AAKAR CONSTRUCTIONS



Partner



BEFORE ME



A. P. MAROO
NOTARY
GOVT OF INDIA
B-1202, Anand Tower,
Opp. Patel Pump,
S. V. Road, Goregaon (W)
Mumbai - 400 104.

25 JAN 2024