

FORM 'H' / नमुना 'ह'
(See rule 17 / नियम १७ पन्ना)
CERTIFICATE OF REGISTRATION
नोंदणीचे प्रमाणपत्र



THE INDIAN PARTNERSHIP ACT, 1932
(ACT NO. IX OF 1932)

भारतीय भागीदारी अधिनियम, १९३२
(सन १९३२ चा अधिनियम क्रमांक ९)

Registration No. NG000005060

It is certified that a firm by name " RAJESHWAR BUILDERS AND DEVELOPERS " with its head office at PLOT NO. 24 , YAMUNA TARANG COMPLEX , NEAR VIDARHA HOSPITAL , VIDYA NAGAR ROAD , AKOLA , Akola , Akola , Maharashtra , 444004. India has this day been duly registered under The Indian Partnership Act, 1932 (Act No. IX of 1932).

या द्वारे असे प्रमाणित करण्यात येते आहे की, प्लॉट नं. २४ , यमुना तरंग कॉम्प्लेक्स , विदर्भ हॉस्पिटल जवळ , विद्या नगर रोड , अकोला , अकोला , अकोला , महाराष्ट्र , ४४४००४.

India

येथे मुख्यालय असलेल्या " राजेश्वर बिल्डर्स अँड डेव्हलपर्स "

या नावाच्या संस्थेची 05 Jul, 2019 या दिवशी भारतीय भागीदारी अधिनियम, १९३२ (सन १९३२ चा अधिनियम क्रमांक ९) अन्वये योग्य रीतीने नोंदणी करण्यात आली आहे.

Given under my hands this 05 Jul, 2019

दिनांक 05 Jul, 2019 या दिवशी माझ्या सहीने देण्यात आले.



Signature valid

Digitally Signed by
N Deshpande
Asst. Registrar Of Firms, Nagpur



महाराष्ट्र MAHARASHTRA

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AH 630666

Sr.No.: AH 630666

Date: 27.05.2019

Rs: 500/-

For: RAJESHWAR BUILDERS AND DEVELOPERS

Place: AKOLA

By: SHUBHAM DAROKAR

Vendor: SAN SHASHI S PURWAR

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS ENTERED INTO ON THIS 30th DAY OF MAY, 2019
BETWEEN:

1. Shri Sunil Innani s/o Shri Maniklalji Innani, aged about 50 years, (PAN No. AACPI1358P), (Aadhar 9764 2236 8176), resident at Madhuram, New Vidya Nagar, Gaurakshan Road, Akola, Maharashtra - 444004, hereinafter called Party No. 1,

i. Sunil Innani

[Signature]

[Signature]

[Signature]

1 *[Signature]*

[Signature]

[Signature]

2. Shri Santoshkumar Heda w/o Shri Narendrakumar Heda, aged about 47 years, (PAN No. AAGPHS5286D), (Aadhar 9342 8809 1158), resident at House No. 2632, Ramayanam, 33/34, Near Kala Maruti Mandir, Ram Nagar, Akola, Maharashtra - 444001, hereinafter called Party No. 2,
3. Shri Saurabh Agrawal s/o Shri Kailashchandra Agrawal, aged about 27 years, (PAN No. ATYPA7012M), (Aadhar 8085 1545 4264), resident at Flat No. 2, Navneet Apartment, Near Water Tank, Toshniwal Layout, Akola - 444004, hereinafter called Party No. 3,
4. Shri Nikesh Gupta s/o Shri Gulabchand Gupta, aged about 44 years, (PAN No. AFOPG0123P), (Aadhar 6520 1316 8525), resident at House No. 2458, Gulmurti, Jawahar Nagar, Akola - 444001, hereinafter called Party No. 4,
5. Shri Lakhan Arora s/o Shri Rajesh Arora, aged about 29 years, (PAN No. ABQPA0145H), (Aadhar 3961 5750 5018), resident at House No. 129, Gurunanak Nagar, Murtizapur, Akola, Maharashtra - 444107 hereinafter or called Party No. 5,
6. Shri Prakash Pohare s/o Shri Gopalrao Pohare, aged about 65 years, (PAN No. ABPPP8924Q), (Aadhar 3977 6004 5319), resident at House No 957, Nishant Tower, Gandhi Road, Akola - 444001, hereinafter called Party No. 6, and
7. Shri Randhir Sawarkar s/o Shri Pralhadrao Sawarkar, aged about 45 years (PAN No. AMRPS7094M), (Aadhar 9041 6222 1273), resident at House No. 912, Rautwadi, Umarched, Akola - 444505, hereinafter called Party No. 7

WHEREAS all the parties i.e. Party no. 1 to Party no. 7 to this deed are desirous to carry on the business of Builders and Developers and allied activities in partnership, and

WHEREAS it is agreed by the parties to this deed that the business of the firm shall be carried on under the trade name and style of **RAJESHWAR BUILDERS AND DEVELOPERS, AKOLA**, and

WHEREAS the parties to this deed are desirous that the terms and conditions on which they agreed to enter into partnership be reduced to in writing,

NOW THIS DEED OF PARTNERSHIP WITNESSETH THAT THE PARTIES HERETO DO HEREBY AGREE:

1. **FIRM NAME:** THAT the business of the firm shall continue to be carried on under the name and style of **RAJESHWAR BUILDERS AND DEVELOPERS**.

Sumit Gnanani

Nikesh Gupta

Arora

Nikesh

2

Arora

Sumit Gnanani

Arora

2. **PRINCIPAL PLACE:** THAT the principal place of business of firm shall be at 24, Yamuna Tarang Complex, Near Vidarbha Hospital, Vidya Nagar Road, Akola - 444004. The firm may change its principal place of business and/or may have such additional place or places of the business(es) as the Partners may amongst themselves decide from time to time.
3. **COMMENCEMENT:** THAT the partnership shall be deemed to have come into existence w.e.f 30rd May 2019.
4. **DURATION:** THAT the duration of the partnership shall be "AT WILL".
5. **BUSINESS:** THAT the business of the partnership shall be of Builders, Developers. The firm may also carry on such other business or businesses as the partners may amongst themselves decide from time to time, under this or any other trade name.
6. **ACCOUNTING YEAR:** THAT the accounting year of the firm shall be ending on 31st March every year.
7. **CAPITAL:** THAT the partners shall contribute towards the fixed capital of the firm as under :
- | | |
|------------|-------------|
| Party No.1 | Rs. 12500/- |
| Party No.2 | Rs. 12500/- |
| Party No.3 | Rs. 7500/- |
| Party No.4 | Rs. 5000/- |
| Party No.5 | Rs. 5000/- |
| Party No.6 | Rs. 3750/- |
| Party No.7 | Rs. 3750/- |

Any additional sum contributed by the partners shall be treated as their loan to the firm.

8. **ACCOUNTS:** THAT the regular books of accounts shall be maintained for all the transactions and the matters connected with the business of the firm, and at the end of each accounting year (as maintained in para 6 above) the same shall be closed and annual statements of accounts shall be prepared and placed before all the partners for their approval and after such approval the said statements shall be binding on all the partners.

Sumit Sonani

Chandra

Agarwal

Nitish

Amr

3
Scrum

Farukh

9. **ADMINISTRATION:** THAT the business of the firm shall be carried on by all the partners to the greatest common advantage and they shall be just and faithful to each other and shall also render true account and full information of all the things affecting the firms to other partners.
10. **LOANS:** THAT the firm shall be entitled to raise loans from bank(s), financial institution(s) as and when required and the documents required to be executed in this behalf can be executed by any of the partners.
11. **POWER OF ATTORNEY:** THAT all the partners jointly can appoint any person(s) as their authorised representative by executing a power of attorney in his favour and acts done by such person(s) shall be binding on the firm.
12. **RESTRICTION ON POWERS:** THAT no partner shall without the consent of the other partners, sell, assign, mortgage or otherwise part with his share or interest in the partnership. As regards execution of deeds of sales of immovable properties (in the nature of stock in trade) shall be done by all the partners of the firm.
13. **BANK ACCOUNT:** THAT the firm may open bank account or accounts and it may be operated by jointly by two persons one from either of Party No. 1 Shri Sunil Innani, Party No. 2 Shri Santosh Heda and one from either of Party No. 3 Shri Saurabh Agrawal and Party No. 4 Shri Nikesh Gupta.
14. **INTEREST TO PARTNERS:** THAT the simple interest at the rate of 12% per annum on cut-miti basis shall be paid to all the partners on credit balance in their capital/loan account. The interest shall be due at the year end; however the partners shall be entitled to withdraw against their accrued interest from time to time. No interest shall be charged on debit balance in their capital account. Simple interest at the rate of 12% shall be charged on any loan/advance given to partners. No interest shall be charged on their withdrawals against their current year's interest, remuneration, etc. It is further specifically agreed amongst the partners that in case of loss or insufficient profits or otherwise the partners may mutually decide to take interest from the firm at the lower rate or that no interest is to be taken.

Sunil Innani

Santosh Heda

Saurabh Agrawal

Nikesh Gupta

Amit

Saurabh

Sunil

15. REMUNERATION TO PARTNERS: THAT party No. 1 to party No. 5 are the working partners. Party No. 6 and Party No. 7 shall not be involved in day to day affairs of firm. It is agreed by all the partners that remuneration as under shall be paid to working partners.

Name of partner	Remuneration per annum
1. Sunil Maniklalji Innani	Rs. 12,50,000/-
2. Santoshkumar Narendrakumar Heda	Rs. 12,50,000/-
3. Saurabh Kailashchandrajji Agrawal	Rs. 7,50,000/-
4. Nikesh Gulabchand Gupta	Rs. 5,00,000/-
5. Lakhan Rajesh Arora	Rs. 5,00,000/-

Remuneration so payable shall become due at the year-end, however the partners shall be entitled to withdraw against remuneration from time to time. It is further specifically agreed amongst the partners that:

- If the book profits, as per explanation 3 to section 40(b) of the Income Tax Act, 1961, are such that full amount of remuneration as above is not allowed as per clause of v(2) of section 40(b) of the Income Tax Act, 1961, or any such statute then in force, total remuneration payable to partners, shall be restricted to the maximum amount of remuneration payable as per clause v(2) of section 40(b) of the Income Tax Act 1961, or any such statute then in force.
- Excess withdrawals against remuneration in cases referred to in (i) shall be debited to his capital account in the firm.
- That the partners may decide mutually to draw lesser remuneration from the firm.

16. COMMISSION TO PARTNERS : THAT, it is agreed that after providing interest and remuneration as mentioned here-in-before if any profit is available, then a commission to working partners shall be paid. The amount of commission to be paid to the working partners shall be determined as under:

- Maximum amount admissible to firm as deduction, u/s 40(b) of the Income Tax Act, or any such statute then in force, on account of remuneration to partner shall be worked out.

Sunil Innani

Lakhan Arora

Santosh Heda

Nikesh Gupta

Arora

Santosh

Sunil

- ii) From the amount so worked out the amount of remuneration paid in terms of this deed is reduced.
- iii) The balance amount so arrived shall be termed as commission payable to the working partner and the same shall be paid to working partner in the ratio of remuneration paid to them as per above clause.
- iv) The Partners may decide mutually to draw lesser commission or not to draw any commission from the firm.

17. PROFIT AND LOSS ACCOUNT: THAT the firm's net profit or net loss, as the case may be, after providing for interest, remuneration and commission to partners shall be divided or shall be borne by the partners in following manner.

Name of partner	Share (%)
1. Sunil Maniklalji Innani	25.00%
2. Santoshkumar Narendrakumar Heda	25.00%
3. Saurabh Kailashchandra Agrawal	15.00%
4. Nikesh Gulabchand Gupta	10.00%
5. Lakhan Rajesh Arora	10.00%
6. Prakash Gopalrao Pohare	7.50%
7. Randhir Pralhadrao Sawarkar	7.50%

18. GOODWILL: THAT no partner or heir of the deceased partner shall be entitled to claim anything on account of goodwill or their rights of the firm, likewise while admitting any new partner no consideration shall be taken towards the same. The goodwill and the rights of the firms shall always belong to the firm.

19. RETIREMENT: That any partner may retire from the firm by giving two clear months notice in writing to other partners.

20. EFFECT OF DEATH, RETIREMENT OR INSOLVENCY: That the death, retirement or insolvency of any of the partners shall not *ipsofacto* dissolve the partnership. THAT in case of death of any of the partner of the firm one of his/her major legal heir with the mutual consent of his/her all legal heirs and remaining partners of the firm be admitted as a partner from the date of death of deceased partner and he shall have all rights as of deceased partner.

Sunil Innani

Heda

Agrawal

Nikesh

Arora

Pohare

Sawarkar

21. ARBITRATION and OTHER MATTERS: THAT for any other matter for which no specific provision has been made in this present shall be decided by the partners amongst themselves. In case of disputes the matter shall be referred for arbitrations and the decision of the arbitrator shall be final and binding on all the partners.

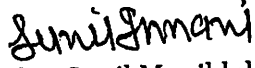
In witness whereof the aforesaid parties have set their respective hands to this deed, on the day and year first hereinabove mentioned.

WITNESS

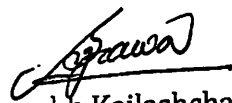
1. 
Yogesh G. Chaudhary
AT-Post- Bibhuwagan (Or)
Tal Dist - AKOLA
2.


Shubham G. Dayokar
AT-Post - malhapur
Tal. Dist - AKOLA.

PARTNERS


Shri Sunil Maniklal Innani

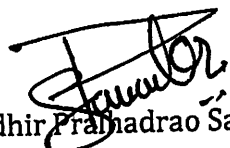

Shri Santoshkumar Narendrakumar Heda


Shri Saurabh Kailashchandra Agrawal


Shri Nikesh Gulabchand Gupta


Shri Lakhn Rajesh Arora


Shri Prakash Gopalrao Pohare


Shri Randhir Pramadrao Sawarkar