

महाराष्ट्र MAHARASHTRA ◐ 2020 ◐

NAGPUR TREASURY
BB 511311
02 JUL 2021
Stamp Head Clerk / Sr. Clerk

DEED OF PARTNERSHIP

THIS DEED OF LEVERAGE REALITIES PARTNERSHIP FIRM is executed on 1st August, 2021 BETWEEN:

1. **LEVERAGE HOLDINGS LLP**, a LLP incorporated under the provisions of the LLP Act, 2008 bearing LLPIN AAM-6011 having its registered office at FF-1/2/3, 4th Floor, Girish Heights, LIC Square, Sadar, Nagpur – 440001 acting through nominee (Authorised Partner) Shri Aditya Gupta s/o Shri Umesh Gupta, aged about 36 years, Occupation: Business, Resident of Flat No. 101, Sudarshan Villa, Plot No. 17, Shirke Layout, Rajnagar, Nagpur – 440013, hereinafter known as and referred to as the "**First Party**" which term shall unless repugnant to the context or meaning thereof always mean and include the as its Director, Shareholders heirs, legal representatives, successors, executors, partners, administrators and assignees thereof.

For Mohit Nirmalraj LLP
Partner

LEVERAGE HOLDINGS LLP
PARTNER

१) मुद्रांक विक्री नोंद वही अनु.क्रमांक	६३३९ /दिनांक 8 JUL 2021
२) दस्ताचा प्रकार	
३) दस्त नोंदणी करणार स्वाक्षरीत आहे ?	होय/नाही
४) मिळकतीचे थोडक्यात वर्णन	
५) मुद्रांक विक्रेता ह्याचे नाव व सही	
६) हस्ते अलल्यास त्यांचे नाव, पत्ता व सही	
७) दुसऱ्या पक्षकाराचे नाव	
८) मुद्रांक शुल्क रक्कम	

आर. के. कांबळे

मुद्रांक विक्रेता, ला.क्र.१०/१९९२, कोड क्र. ४६०१०४४
दिवाणी न्यायालय, स.कार्यालय, नागपूर(शहर)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

2. **Mr. Vinay Dalmia**, S/o. **Shivratan Dalmia**, aged about 53 years, Occupation: Business, resident of Near Sitaram Mandir, Shyam Kunj, Plot No. 6, Sial Layout Raj Nagar, Katol Road, S. O. Nagpur MH- 440013 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **"Second Party"**;

3. **Mr. Utkarsh Dalmia**, S/o. **Vinay Dalmia**, aged about 26 years, Occupation: Business, resident of Near Sitaram Mandir, Shyam Kunj, Plot No. 6, Sial Layout Raj Nagar, Katol Road, S. O. Nagpur MH- 440013. which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **"Third Party"**;

4. **MOHIT WORLDTRADE LLP**, a LLP incorporated under the provisions of the LLP Act, 2008 bearing LLPIN AAH-3483 having its registered office at RAJENDRA WARD, MATATOLI, NEAR SANGAM BUILDING, GONDIA Gondiya MH 441601 IN acting through nominee (Authorized Partner) **Mrs. Sapna Hassani,** W/o Mr. Vinod Hassani, aged about 45 years, Occupation: Business, resident of Plot No 221 Sindhi Colony Khamla, Nagpur-440025, hereinafter known as and referred to as the "**Fourth Party**" which term shall unless repugnant to the context or meaning thereof always mean and include the as its Director, Shareholders heirs, legal representatives, successors, executors, partners, administrators and assignees thereof.

5. **Mr. Manish Daswani**, S/o. **Shrichand Daswani**, aged about 41 years, Occupation: Business, resident of Near Satramdas Dharmshala, Plot No. 10 B, Jaripatka SO, Jaripatka Nagpur MH- 440014, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **"Fifth Party"**;

6. **Mr. Jagdish Daswani**, S/o. **Shrichand Daswani**, aged about 39 years, Occupation: Business, resident of Near Satramdas Dharmshala, Plot No. 10 B, Jaripatka SO, Jaripatka Nagpur MH- 440014, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **"Sixth Party"**;

7. **Mr. Jeetendra Belani**, S/o. **Harishkumar Belani**, aged about 39 years, Occupation: Business, resident of Bungalow No. 13, Gurugovind Vihar, Khushi Nagar, Jaripatka SO, Jaripatka Nagpur MH- 440014, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **"Seventh Party"**;

8. **Mr. Satish Laharwani** S/o. **Prabhudas Laharwani**, aged about 43 years, Occupation: Business, resident of Flat No. 201, Pyramid City 1, CMPDI Road, Opp. WCL HO, Jaripatka Nagpur MH- 440014, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **"Eighth Party"**;

LEVERAGE HOLDINGS LLP
PARTNER

For Mohit Worldtrade LLP
Partner

(Hereinafter called individually as **"Partner"**and collectively as**"Firm"**.)

WHEREAS the Parties No.1 to 4 were carrying the business in the name of **"LEVERAGE REALITIES"** by virtue of deed of Partnership dated 6th May, 2021 entered into between them. WHEREAS the Parties No. 5, 6, 7 & 8 have expressed their desire to join the said firm. Now, the Party Nos. 1 to 8 have agreed to carry on the business on the terms & conditions hereinafter provided.

1. **NAME OF THE FIRM**: That the partnership business shall be carried on under the name and style **"LEVERAGE REALITIES"**. But the name can be changed and the firm can do business in any other trade name or names by the mutual consent of the parties from time to time.
2. **PLACE OF BUSINESS**: That at present the principal place of business is at **FF-1/2/3, Fourth Floor, Girish Heights, Sadar, Nagpur, Maharashtra - 440001, India.** The Parties with mutual consent may carry on the business at such other place or places as may be mutually decided.
3. **COMMENCEMENT**: That the business of the firm has commenced from 06/05/2021.
4. **LINE OF BUSINESS**: That the partnership shall carry on the business of Consultancy, Builders, Developers, Contractors, and any kind of trading and the firm can do any other business, which the parties to this deed mutually decide from time to time.
5. **DURATION**: That the Partnership is at WILL. In the unfortunate event of demise of any of the partners, their legal heirs, successors, nominees or permitted assignees will be assigned their respective share.
6. **INVESTMENTS:** The capital invested is Rs. 1,00,000/- as decided as per the under mentioned ratio:

   Party No. 1 – 30%
   Party No. 2 – 10%
   Party No. 3 – 25%
   Party No. 4 – 12%
   Party No. 5 – 6%
   Party No. 6 – 6%
   Party No. 7 – 6%
   Party No. 8 – 5%

LEVERAGE HOLDINGS LLP

PARTNER

For Mohit Worldtrade LLP

Partner

7. **INTEREST TO PARTNERS**: Interest calculated at the rate of 12% simple interest per annum shall be payable to the partners on the amounts standing to the credit of the accounts of the partners. However, such interest shall be payable out of profits only. In case of loss, no interest shall be payable and in case of lower profit, interest shall be payable only to the extent to reduce the income to NIL.
8. **BANKERS**: That the Bank Account(s) of the Partnership shall be opened with any scheduled bank and such account or accounts shall be operated by the partners jointly or severely as may be agreed to by the partners from time to time.
9. **ACCOUNTING YEAR**: That the books of accounts of the Partnership shall be maintained and closed for the first time on 31/03/2022 and thereafter every year on 31st March.
10. **MORTGAGE:** The partnership firm can arrange or take loans from banks or any other financial institutions by mortgaging movable or immovable securities standing in the name of partners of firm or of the firm.
11. **REMUNERATION TO PARTNERS**: That the Party Nos. 2, 3, 5, 6, 7 & 8 have agreed to work in the Partnership Firm as working partners. It is hereby agreed that for consideration of the parties working in the Partnership, the working partners shall be entitled to a remuneration inclusive of salary, bonus and commission as under:
    i) That the total remuneration payable to all the working partners shall be the amount calculated at such percentage of the book profits as are prescribed in Clause (v) of section 40(b) of the Income Tax Act, 1961 and such working partners shall be equally entitled to such remuneration.

    ii) The above partners shall not be entitled to draw any remuneration in accounting period in which the partnership firm has suffered loss on the basis of the book profits as computed under Explanation 3 to sec. 40(b) of the Income Tax Act, 1961. Further the total remuneration shall in no case exceed the book profits.

    iii) Also the remuneration ratio can be changed with the mutual consent of all the partners.

LEVERAGE HOLDINGS LLP

PARTNER

For Mohit Worldtrade LLP

Partner

12. **SHARES IN PROFIT OR LOSSES**: That the net profits of the Partnership as per accounts of the firm, after deduction of all expenses and outgoings including remuneration payable to the working partners, as authorized by and in accordance with the terms of this Partnership Deed as above, shall be divided and distributed amongst the partners at the close of the accounting year in the following proportion:

Party No. 1 – 40.50%

Party No. 2 – 8.5%

Party No. 3 – 21.25%

Party No. 4 – 10.20%

Party No. 5 – 5.10%

Party No. 6 – 5.10%

Party No. 7 – 5.10%

Party No. 8 – 4.25%

The loss if any, including loss of capital, suffered in any year shall also be apportioned in the above proportion.

13. That any of the above terms may be varied, altered or added to by mutual consent of the partners hereof to be either expressed in writing or implied from conduct.

14. That unless it is inconsistent to context, the parties shall mean and include their respective heirs, executors, administrators and successors and assignees too.

15. That for any other matter or matters for which no provisions are made in this deed, the same shall be governed with the provisions of the Indian Partnership Act, 1932.

16. That any Partner who desires to retire from the Partnership may do so by giving one months notice in writing to the other partners. In the event where any one partner gives notice to retire, upon expiry of the period of the notice the Partnership shall stand dissolved. In that event the remaining partners shall be entitled to carry on the business in the name and style of **"LEVERAGE REALITIES"**.

LEVERAGE HOLDINGS LLP

PARTNER

For Mohit Worldtrade LLP

Partner

IN WITNESS WHEREOF the parties have set their respective hands hereunto at Nagpur on the date, month and year hereinabove first referred with full knowledge of the fact and contents of these instruments using their complete free will and in absence of any kind of misrepresentation or undue influence before the attesting witnesses.

WITNESSES:

LEVERAGE HOLDINGS LLP

PARTNER

(Leverage Holdings LLP through its Partner Mr. Aditya Gupta)
PARTY NO. 1

1. CA. Ridhi Dhoot

2. Shubhangi Kale

(Mr. Vinay Dalmia)
PARTY NO. 2

(Mr. Utkarsh Dalmia)
PARTY NO. 3

For Mohit Worldtrade LLP

Partner

(MOHIT WORLDTRADE LLP through its Partner Mrs. Sapna Hassani)
PARTY NO. 4

(Mr. Manish Daswani)
PARTY NO. 5

(Mr. Jagdish Daswani)
PARTY NO. 6

(Mr. Jeetendra Belani)
PARTY NO. 7

(Mr. Satish Laharwani)
PARTY NO. 8