



महाराष्ट्र MAHARASHTRA

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NAGPUR TREASURY

CK 802008

17 MAY 2024

Stamp Head Clerk/Sr. Clerk

DEED OF ADMISSION CUM CONTINUATION OF PARTNERSHIP

*THIS DEED OF PARTNERSHIP is executed At Nagpur on this
27th MAY 2024 by and between :*

1. MR. PRAVEENKUMAR KHAPEKAR S/O SHRAVAN KHAPEKAR, [PAN:AHEPK6210H] [AADHAR:3053 2571 3618] Aged about 54 years. Resident of : Flat No.502, Plot No. 126, Among Apartment Ramdaspath, Nagpur - 440010, hereinafter referred to and known as **"THE PARTY NO. 1"** which expression shall unless repugnant and include his legal heirs, representatives and nominees etc. shall consist of and form **"THE PARTY NO. 1"** of the **FIRST PART**.

AND

2. MR. NARAYAN DHOBLE S/O GOVINDRAO DHOBLE, [PAN : AIQPD1583M] [AADHAR : 2722 2533 9280] Aged about 48 years. Resident of : Plot No. 53, Khamla Road, Veer Sawarkar Nagar, Nagpur - 440015, hereinafter referred to and known as **"THE PARTY NO. 2"** which expression shall unless repugnant and include his legal heirs, representatives and nominees etc. shall consist of and form **"THE PARTY NO. 2"** of the **SECOND PART**.

[Signatures] Praveenkar K.R. Sadg.

१. कुटुंबाचे सदस्यी वसु कमाक	१५६ २६५१२७	
दिनांक		
२. दस्तावेज	सुप्रसिद्ध	
३. दस्त	सोय नाह	
४. मितवारी		
५. मुख्य शिवा मेल्याचे नांव व सही	साहिबुपती शिवाजी	
६. हस्त अक्षराने लिखित पात्र पत्रा व सही	रेखादेव	
७. दुसरा वसुकाराचे नांव	जारापण अलेखिंदराय गोमरे	
८. मुख्य मुक्त तपक		
९. परवाना	५०	
१०. दिनांक	५/०९	
	४००१०१३	
	५००१०१३	
११. कारणावली		
१२. कारणावली		

...[2]...

AND

3. **MRS. RUPALI NAWKHARE D/O RAMESHRAO BOKADE**, [PAN : **AWEPN1856D**] [AADHAR : **6500 4254 7578**] Aged about 40 years. Resident of : Plot No. 136, Gajanan Nagar, Behind Besa Power House, Hudkeshwar Road, Mhalginagar, Nagpur - 440034, hereinafter referred to and known as **"THE PARTY NO. 3"** which expression shall unless repugnant and include her legal heirs, representatives and nominees etc. shall consist of and form **"THE PARTY NO. 3"** of the **THIRD PART**.

AND

4. **MR. KAMALKISHOR SARDA S/O RANGNATH SARDA**, [PAN : **ABKPS8341P**] [AADHAR : **9409 4011 1661**] Aged about 69 years. Resident of : Plot No. 17, Opp. Sut Market, Gandhibag, Nagpur - 440008, hereinafter referred to and known as **"THE PARTY NO. 4"** which expression shall unless repugnant and include his legal heirs, representatives and nominees etc. shall consist of and form **"THE PARTY NO. 4"** of the **FOURTH PART**.

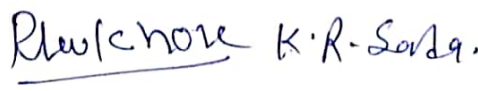
AND

5. **MR. RAJESH BRIJLAL DHOLAKIA (HUF)**, [PAN : **AAVHR5505G**] [AADHAR : **4299 3161 1184 4011 1661**] Aged about 55 years. Resident of : H. No. 620, Naik Road, Mahal, Nagpur - 440032, hereinafter referred to and known as **"THE PARTY NO. 5"** which expression shall unless repugnant and include his legal heirs, representatives and nominees etc. shall consist of and form **"THE PARTY NO. 5"** of the **FIFTH PART**.

WHEREAS, the Party No. 1 To Party No. 4 to this deed had started in partnership the business of Builders, Developers, Contractors etc and such other business of businesses connected therewith or incidental thereto and such other business of businesses as the partners may deem fit from time to time under the name and style of **"M/S. SAIBHUPATI REALITY"** at Flat No. 502, Plot No. 126, Among Apartment Ramdaspath, Nagpur - 440010 in term of deed of partnership deed dated 27th May 2024.

AND WHEREAS, on the request of the Party No. 5 the partners have agreed to introduce him as a partner in the partnership and in consideration of the new partner contributing initially the sum of Rs. 10,000 towards the capital.

AND WHEREAS, the partners are desirous of having in writing the terms and conditions governing them.

NOW THEREFORE THIS DEED WITNESSES AS UNDER :-

1. NAME OF THE FIRM :-

That the firm shall carry on the business under the name and style of
"M/S. SAIBHUPATI REALITY"

2. DATE OF EFFECT OF THIS DEED :-

This Partnership shall be effective from the 1st day of October 2023.

3. REGISTERED OFFICE OF THE FIRM :-

That the registered office of the firm shall be situated at Flat No. 502, Plot No. 126, Among Apartment Ramdaspath, Nagpur - 440010 or at such place or places as may be decided by the partners from time to time.

4. BANK ACCOUNT OF THE FIRM :-

The bank account of the firm shall be maintained with such bank or banks as the partners may decide from time to time and all such accounts shall be opened/operated and closed by the join signatures as follows :

Party No. 1 and any one form Party No. 2, Party No. 3, Party No. 4, and Party No. 5 of the firm

5. AUTHORITY TO BORROW :-

The firm shall borrow such sums as may be required for the business either from Bank, Financial Institutions or any other private Institution or persons.

6. RESPONSIBILITY :-

That all the parties shall take active interest in partnership business and put efforts to the best of their capabilities for the maximum benefit of the firm. It is decided by all the partners mutually that The Party No. 2 shall look after work related to Layout Development, Sanctions, Approvals from various departments, appearance and presentations before the statutory, local or any competent authority and litigation matters etc. and all the day to day activities and decision making with respect to Layout Development and matters connected thereto and he shall be responsible for all those Acts done by him on behalf of the firm for the said work. (Am)

  Plaw/corl K.R. Sada. 

7. DURATION OF THE FIRM :-

The duration of the Firm shall be "AT WILL"

8. RIGHT OF RETIREMENT :-

The partners shall have right to retire from the business of the firm by giving one month's prior written notice to other partners. The partners intending to continue with the business of the firm may admit any other person as they think fit and is qualified to the benefits of partnership before the partner giving notice of retirement retires.

9. CLAIM IN GOODWILL :-

The retiring partner or the legal heirs of the deceased partners shall have no claim in the goodwill of the firm.

10. CAPITAL OF THE FIRM :-

That the fixed capital of the firm shall be Rs. 50,000/- contributed by each partners equally to start with. The same can be enhanced with mutual consent of both the partners and shall be credited to their current account.

11. INTEREST ON CAPITAL :-

It is agreed by and between partners hereto that interest @12% p.a. may be paid to partner on capital balance on the 1st day of financial year.

12. REMUNERATION TO PARTNERS :-

It is agreed by te between the parties hereto that all the partners shall be working partners and be paid remuneration in profit sharing ration. The total remuneration payable to the working partner shall be worked out in accordance with the provision of Income Tax Act, 1961 as under :-

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 whichever is more
On the balance of the book profit	At the rate of 60 %

Or as may amended form time to time



Plavkone K.R. Sarda.



Explanation :-

For the purposes of this clause the expression "Book Profit" shall mean the "Book Profit" as defined in section 40(b) of IT Act 1961 or any statutory modification or enactment for the time being in force. The remuneration payable to the working partner as above shall be credited to his/her capital account on ascertainment of book profits.

13. ACCOUNTING YEAR OF THE FIRM :-

The accounting year of the firm shall generally commence from 1st day of April every year and shall end on the following 31st March. 1st year will commence from 01st October 2023 and end on 31st March 2024.

14. DIVISION OF PROFITS AND LOSSES :-

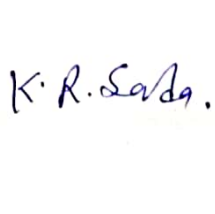
That the Profits & Losses shall be shared/borne by the partners as follows :

Name of Partner	Profit/Loss sharing ration (%)
Mr. Praveenkumar S. Khapekar	10
Mr. Narayan G. Dhoble	10
Mrs. Rupali Nawkhare	10
Mr. Kamalkishor Sarda	20
Mr. Rajesh B. Dholakia (HUF)	50

- * Profit/Loss sharing ratio will be as per chart given above however the ration may be changed from project to project with the mutual consent of the partners by entering into a MOU depending upon the various projects which will be executed by the partners of the firm from time to time.

15. ARBITRATION :-

All the differences/dispute arising in connection with this partnership or this Deed, arising between the partners or between any one of them or their legal representatives whether during or after the partnership shall be resolved by a sole arbitrator to the arbitration proceedings to be held in accordance with the Arbitration and Conciliation Act, 1996 at Nagpur or statutory modification thereof and the decision of this Sole Arbitrator shall be final and binding on all the partners.

16. RESIDUAL :-

For matters not provided by this deed the provisions of Indian Partnership Act 1932 as amended up to date shall apply.

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written in the presence of the following witnesses signing as such .

WITNESSES :

1. K.K. Sarda
Kishankumar Sarda
Nagpur-2

2. Ashirwad Nagan
(Rajkumar Dhomke)
Ashirwad Nagan,
Nagpur.

EXECUTANTS

Mr. Praveenkumar S. Khapekar
Party No. 1

Mr. Narayan G. Dhoble
Party No. 2

Mrs. Rupali Nawkhare
Party No. 3

Mr. Kamalkishor Sarda
Party No. 4

Mr. Rajesh Brijlal Dholakia (HUF)
Party No. 5