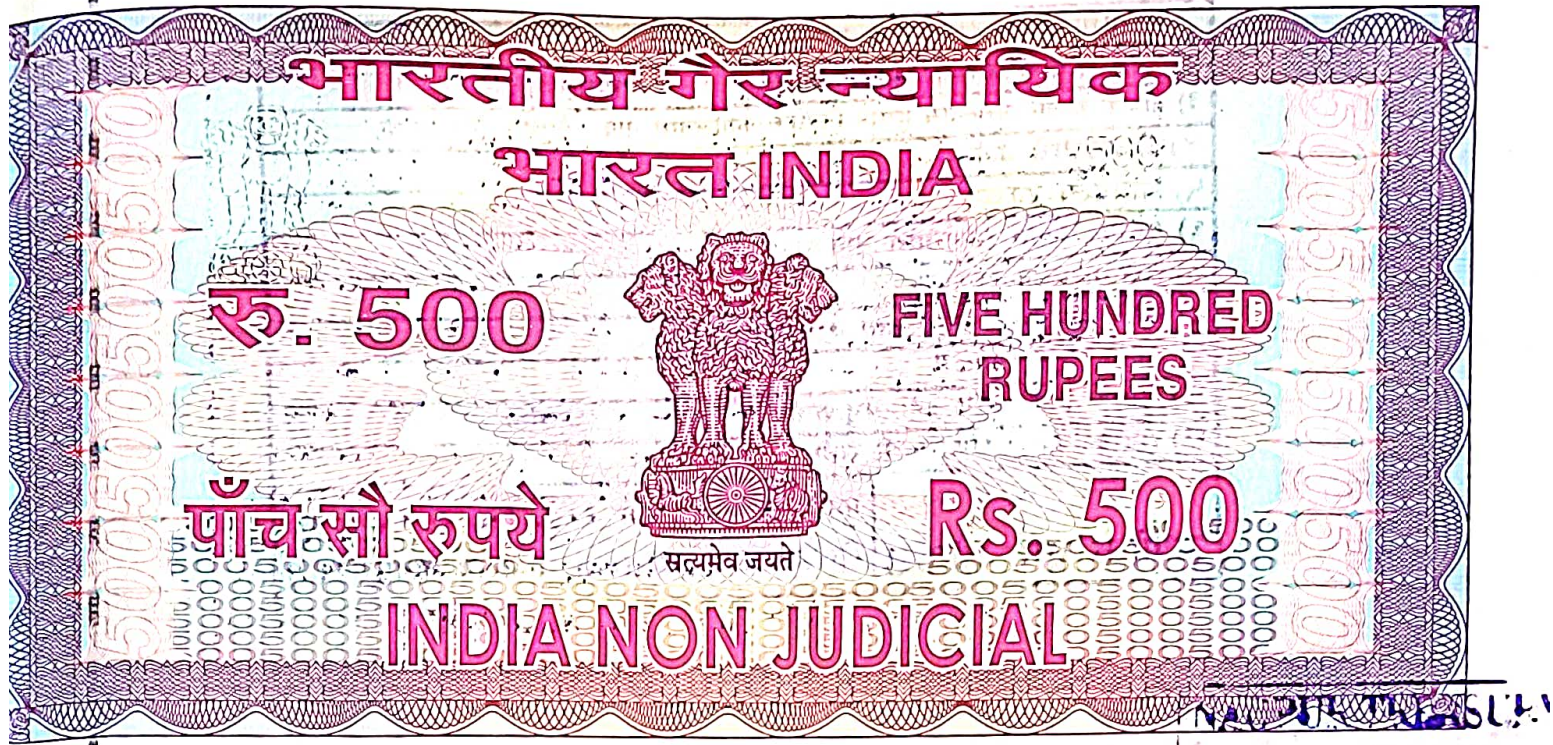


DEED OF PARTNERSHIP

OF

M/S RAJ LAXMI INFRA

**Flat No. S-01,
Yashoda Appartment,
Opp Traffic Park, Dharampeth,
Shankar Nagar, Nagpur- 440010**



महाराष्ट्र MAHARASHTRA

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CH 963312

04 SEP 2024

DEED OF PARTNERSHIP

Stamp Head Clerk/St. Clerk

This Deed of Partnership executed on this 10th day of Sept 2024 between (1) Mr.

Rajesh Ramesh Rathi, PAN No. – AAWPR8127M , Aged about 54 Years, R/o Flat No. S-01, Yashoda Apartment, Opp Traffic Park, Dharampeth, Shankar Nagar, Nagpur -440010 hereinafter referred to as Party No. 1 of the First Part; and which shall mean and include all his legal heirs, successors, nominees, assigns etc., of the First part;

(2) **Shree Laxmi Venture Private Limited** having Company Incorporation No. – U45209MH2012PTC236287, PAN No – AASCS2883G, having its registered office at Plot No.14/A, Shop No.1, Taj Vaibhav Complex, Dighori Square, Umred Road, Nagpur, 440024 representing through its **Director Mr. Rajesh Homraj Rokade** (DIN No – 06361743) hereinafter referred to as Party No. 2 of the Second Part; and which shall mean and include all his legal heirs, successors, nominees, assigns etc., of the Second Part,

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१) दस्ताचा प्रकार/अनुच्छेद क्रमांक	
२) दस्त नोंदणी करणार आहेत काय?	होय/नाही
३) नोंदणी होणाऱ असल्यास दुय्यम निबंधक कार्यालयाचे नाव	दुय्यम निबंधक क्र.
४) मिळकतीचे वर्णन	
५) मोबदला रक्कम	
६) मुद्रांक विकत घेणाऱ्याचे नाव	Devi Rathi
७) दुसऱ्या पक्षकाराचे नाव	
८) दस्ते असल्यास त्यांचे नाव व पत्ता	राजेश
९) मुद्रांक शुल्क रक्कम	२०
१०) मुद्रांक विक्री नोंद वही अनु.क्रमांक	१३३३२ दिनांक १०/१/२०१५
११) मुद्रांक विकत घेणाऱ्याची सही	
अशोक एम. बोक्डे	मुद्रांक विक्री ला.क्र. ६/८६ कोड क्र. ४६०१०२५ जिल्हाधिकारी परीसर त. कार्यालय नागपूर(शहर)

7. **INTEREST TO PARTNERS :** Interest calculated at the rate of 12% per annum shall be payable to the partners on the amounts standing to the credits 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 low profit interest shall be payable only to the extent to reduce the income to NIL.

8. **REMUNERATION TO PARTNERS :** That the above partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the book profit as computed under explanation 3 to sec. 40 (b) of the Income Tax Act, 1961. Further the total remuneration in no case exceeds the book profits.

9. **SHARES IN PROFIT OR LOSSES :** That the net profit of the partnership business, as per accounts of the firm, after deductions of all expenses and outgoings including interest and 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 proportions :

PARTY NO. 1	50.00 %
PARTY NO. 2	50.00%

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

10. **ACCOUNTING YEAR :** That the books of accounts of the firm shall be closed on 31st March every year.

11. **DURATION :** That the duration of the partnership shall be at WILL.

12. **REFERENCE TO ARBITRATION :** That if under any circumstances any dispute arises among the partners, the same shall be settled between all the Partners or one arbitrator appointed by each i.e. Party No. 1 & Party No. 2 and the decision of the Arbitrator, and in case of their disagreement, the decision of the Umpire, appointed by the arbitrators, shall be final and binding on all the partners.

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WHEREAS Mr. Rajesh Ramesh Rathi, i.e. Party No. 1, and Shree Laxmi Venture Private Limited, i.e. Party No. 2 have agreed to constitute the partnership and carry on the business on the terms and conditions agreed to among them today i.e. 09/09/2024. It is, however, thought proper and expedient to reduce the terms and conditions governing the partnership in writing. The parties hereby declare that they constitute the firm on the following terms and conditions:

1. **NAME OF THE FIRM** : That the business of the firm shall be carried on under the name and style as "M/S RAJ LAXMI INFRA" The same can be carried on under any name or names as mutually agreed to between the parties.
2. **COMMENCEMENT** : That the business of the firm shall commence from 10th day of September 2024.
3. **PLACE OF BUSINESS** : That for the present the place of the business of the firm is at Flat No. S-01, Yashoda Apartment, Opp Traffic Park, Dharampeth, Shankar Nagar, Nagpur - 440010.
4. **LINE OF BUSINESS** : That the partnership business shall carry on business of Real Estate, all types of constructions and developmental work such as roadways, water tanks, reservoirs, water distribution and filtration systems, hospitals, hotels, housing projects, and other similar works, dealing in all sorts of land and building. It includes disposing off the same, arranging, assisting or undertaking the sale or purchase, and managing land, buildings and other property, whether belonging to the company or not.
5. **BANKERS** : That the bank account in the name of the firm shall be operated by any one of the parties or as may be agreed to by the parties. The bank account is opened at such bank as may be mutually agreed to by the parties from time to time.
6. **INVESTMENTS** : : All parties shall contribute to the capital account. This capital account shall be fixed capital account of the partners with the initial contribution of Rs. 50,000/- towards fixed capital i.e. Rs.25,000 each and all other adjustments shall be made in the current accounts of the partners.

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- 13. BORROWING** : That the firm may borrow the funds from any bank, society, co-operative bank, financial institutions or individuals as may be mutually decided by the partners for the purpose of running the business and in such cases all partners will jointly and severally responsible for the repayment of loans or credit facilities availed by the firm. No partner will be entitled to borrow money in the name of the firm individually and all the security documents shall be signed by all the partners of the firm.
- 14.** 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.
- 15.** That unless it is inconsistent to context, the party shall mean and include their respective heirs, executors, administrators and successors and assignees too.
- 16.** 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.
- 17.** In case of death, insolvency, lunacy or retirement of any one of the partner of the firm, the firm shall not automatically get dissolved. The surviving partner will be entitled to continue the firm either by taking new partners or without inducting anybody.

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

WITNESSES :

1. _____

PARTY NO. 1 _____

Mr. Rajesh Ramesh Rathi

2. _____

PARTY NO.2 _____

Shree Laxmi Venture Pvt. Ltd
Through its Director
Rajesh Homraj Rokade