

भारतीय गैर न्यायिक

भारत INDIA

500

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL



सत्यमेव जयते

महाराष्ट्र MAHARASHTRA

2022

NAGPUR TREASURY
BU 320614
05 APR 2023
Stamp Head Clerk / Sr. Clerk

DEED OF PARTNERSHIP

OF

M/S. ANAND INFRA

THIS Deed of Partnership is made and executed on the 06th day of April, 2023 between:

[Signatures]

मुकुलनाथ वाडे

मुद्रांक विक्री नोंदवही अनु क्रमांक-दिनांक	382 08/08/2023
दस्तावा प्रकार	जिल्हा पत्र
दस्त नोंदणी करणार आहेत का? होय / नाही	
मिळकतीचे थोडक्यात वर्णन -	
मुद्रांक विकत घेणा-याचे नांव व सही	आनंद सोफा
हस्ते असल्यास त्यांचे नाव, पत्ता व सही	गुफाराम गोड नागपूर
दुस-या पक्षकाराचे नाव	
मुद्रांक शुल्क रक्कम	400/-
अनिल स. बर्नोडे ला.नं. 14/95	
सदकाद्वारे ब्रीक, भागपूर कोड नं. 4601051	



(Signature)

BY AND BETWEEN

1. **SHRI. RAVINDRA S/o GULABRAO KODE**, aged about 43 years, Occupation: Business, Herein after known as Party/Partner No. 1, R/o, Plot No. 73, Near Big Hanuman Mandir, Hudkeshwar road, Salai Godhani, Nagpur- 441204, (Maharashtra).

(Aadhaar No. 6715 9673 4814

PAN No. AUSPK8636Q)

2. **SHRI. CHANDRASHEKHAR S/o MURLIDHAR RAUT**, aged about 45 years, Occupation: Business, Herein after known as Party/Partner No. 2, R/o, Plot No. 20, Sarvashri Nagar, Chakole Layout, Hanuman Nagar, Nagpur- 440034, (Maharashtra).

(Aadhaar No. 2620 8187 0450

PAN No. AMFPR1428N)

3. **SHRI. KAILASH S/o GANGADHAR THAKRE**, aged about 40 years, Occupation: Business, Herein after known as Party/Partner No. 3, R/o, House No. 139, Near Gram Panchayat, Vihirgaon, Nagpur- 441204, (Maharashtra).

(Aadhaar No. 6921 8104 9294

PAN No. ARJPT8086B)

4. **SHRI. TUKARAM S/o VYANKATRAV GODE**, aged about 63 years, Occupation: Business, Herein after known as Party/Partner No. 4, R/o, H. No. 7, At post Menda, Tahsil Bhiwapur, Dist. Nagpur- 441201, (Maharashtra).

(Aadhaar No. 9002 8321 8667

PAN No. CAOPG3791A)

All collectively known and referred as Partners, Which term unless repugnant to the context shall mean and include their respective heirs, assigns and legal representatives.

AND WHEREAS all the parties agree to do business in Partnership and desire the terms and conditions of the Partnership be reduced in writing in order to avoid any doubt, dispute or ambiguities in future.

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

1. That this partnership is with effect from 06th day of APRIL, 2023.
2. The Partnership business shall be carried on under the name and style of "**M/s. ANAND INFRA**" situated at Plot No. 9, Beside Bank of India, Dighori Fly over square, Umrer road, Adarsh Nagar, Dighori, Nagpur- 440034, (Maharashtra).
3. The Partnership shall be carry on the business of Purchase of Land, Sale of Land, developing and sub-dividing land into plots, Sale of developed plots, Dealing in land and Contractorship, Buildership i.e. building of residential and commercial complex, Development of Land /Site etc., Design of Layout, Marking of Layout and any other business activities as may be mutually agreed upon by all the partners as mutually decided by parties to this deed.
4. That the duration of the Partnership **shall be at will** and may be dissolved by any partner giving not less than three month's previous written notice of their intention in that behalf. If all the parties agree, any or all the parties can also retire from partnership and or may bring any new party to the Partnership.
5. That the profits and losses of the Partnership shall be distributed amongst the parties in the following manner:

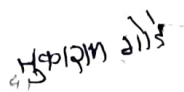


2)



3)



4) 

NAME OF PARTNERS

SHAREIN PROFIT/LOSS

1. SHRI. RAVINDRA GULABRAO KODE	25.00%
2. SHRI. CHANDRASHEKHAR MURLIDHAR RAUT	25.00%
3. SHRI. KAILASH GANGADHAR THAKRE	25.00%
4. SHRI. TUKARAM VYANKATRAV GODE	25.00%

6. That the all Parties to this deed have invested initial **Fixed Capital** of **Rs. 44,000/- (Rs. FORTY FOUR THOUSAND only)** in total, contributed equally and all parties are working partner and shall have responsibility of running the business. The parties hereto shall not act in a manner harmful or detrimental to the best interest of the Concern.

7. **BOOKS OF ACCOUNT:**

All necessary and proper books of account shall be kept properly posted at the place of the business. Each partner shall have free access to see them at all reasonable times and shall be at liberty to make such extract there from as he may think fit.

8. That all the Parties shall:

Carry on the Partnership business to the greatest common advantage.

Be just and faithful to one another and render true account and full information of all the things affecting the partnership to one another. Pay his separate and private debts and indemnify the other Party or Parties and Partnership assets against the same.

9. That in case of any action under any law whether civil or criminal against the firm or its partners shall be attended by any of the Partners.

10. That the Parties have joined the firm in their individual capacity.
The payment of remuneration and interest shall be inexplicably linked with investment made in the firm and services provided by the parties to the firm.

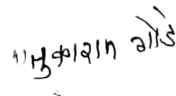
11. **INTEREST ON CAPITAL:**

Interest at the rate of 12% per annum or at such rate as may be prescribed U/s 40 (b) (iv) of the Income Tax Act, 1961 shall be payable to the partners on the amounts standing to the credit of the current accounts of the partners. Such interest shall be calculated and credited to the current account of each Partner at the close or the accounting year. However, in the case of loss or lower income rate of interest can be NIL or lower than 12% as may be agreed to by and between the partners from time to time.

12. **RIGHTS AND RESPONSIBILITIES:**

All the parties have decided to work in the partnership firm as working partner. It is hereby agreed that working partners in the partnership shall be entitled to the remuneration inclusive of Salary, Bonus and Commission as under:

That the total remuneration payable to all the working partners shall be calculated at such percentage of the income as are prescribed in Sec. 40 of the Income Tax Act. 1961 as substituted by "The Finance Act from time to time" and shall be divided amongst both the partners equally. For the purpose of above calculation "Income" or "book profit" other than capital gain on long term capital assets shall be computed as defined in explanation 3 to section 40(b) of the 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. 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 "Income or Profit" as computed under the provisions of the Income Tax Act, 1961 referred to in (ii) above.

That the remuneration shall be paid as mutually decided by the partners shall be subject to sec. 40(b) of the Income Tax act, 1961. The remuneration payable to the above said partners shall be credited to their Respective Account at the close of the accounting period when final accounts of the partnership are made up and the amount of remuneration shall fall due to them as determined in the above manner.

13. **SHARES IN PROFIT OR LOSSES:**

That the net profit of the partnership business as per accounts of the firm after deduction 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 proportion.

Party No. 1	25.00%
Party No. 2	25.00%
Party No. 3	25.00%
Party No. 4	25.00%

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

14. The books of Accounts of the partnership business shall be closed on the 31st day of March in every year. The profits or losses of the firm shall be ascertained in each year and shall be carried to partner's accounts in proportion to their respective shares.

15. Each partner shall be just and faithful to other and at the times give to such other full information and truthful explanation of all matters relating to the affairs of partnership and offer every assistance in his power in carrying on the business for their mutual advantage.

16. That the Bank Account or accounts of the partnership shall be opened in the name of the firm and shall be operated by **ANY TWO** of the partners among **Partner No. 1 to Partner No. 4** above. However, the partners can authorize some other person but such authorisation shall be made in writing only.

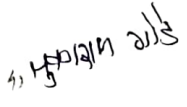
17. **RELATIONSHIP:**

The relationship of the parties shall be governed by the Indian Partnership Act, 1932 save and except that on the death or demise of the parties hereto the firm shall not be dissolved but it shall be continued by the remaining partners or between them and the legal representatives or the heirs of the deceased partner under such terms and conditions which may be agreed upon between the parties.

18. **PARTNERS NOT TO DO CERTAIN ACTS:**

No Partner shall except with the consent of all the Partners:

Either directly or indirectly engage or interested in any such business as maybe repugnant or detrimental to the interest of the partnership. In any way pawn, pledge, or assign his interest or any part thereof in the partnership.

Do or suffer any thing whereby partnership business may be endangered. Assign or charge his shares in the assets or profits of the partnership.

Dispose off or buy, pledge pawn or otherwise part of the partnership profit, AND Raise any loan for the partnership.

19. **DUTIES AND RESPONSIBILITIES OF PARTNERS:**

All the parties to this deed shall look after the affairs of the business of the firm.

20. **TERMINATION OF PARTNERSHIP:**

On termination of the partnership, the property and assets of the Firm shall be realised and proceeds applied first in paying debts and liabilities of the partnership firm, secondly in repaying to the partner the amount of the capital brought in by him with such interest if any, may be owing to the partners of in proportion to their respective share of the profits of the said business.

21. **ARBITRATION:**

All the disputes and question in connection with the partnership or this Deed arising between Partners shall be referred to the sole arbitrator as the partners mutually decided.

22. **LOANS & ADVANCES:**

That the partnership firm shall be liable or entitled to loan raised for the purpose of the business of the firm only. It shall not be liable or responsible for personal loans or obligations of the partners in their individual capacity.

23. **CHANGE OR ALTERATION:**

That any dispute arising between the partners relating to the firm shall settled by Arbitration Act, 1940.

24. **POWER TO EXECUTE DEED, CONTRACT ETC.:**

That Partner No. 1, Partner No. 3 and Partner No. 4 i.e. Shri. Ravindra Gulabrao Kode, Shri. Kailash Gangadhar Thakre and Shri. Tukaram Vyankatrav Gode jointly shall authorize to execute the Sale-deed, Power of attorney, Agreement to Sale, Correction Deed, Purchase Deed, Memorandum of Understanding, Possession letter or any other mode of conveyance, as may be required in due course, etc., or such other works as may be necessary for on behalf of said partnership firm. Whereas, all the above partners are authorized and have power to collect advance booking money from customers on behalf of partnership firm. However, the partners can authorize some other person but such authorisation shall be made in writing only.

25. **BANK ACCOUNT OPERATION:**

That all the partners shall jointly open a current account of firm in any Bank as Mutually agreed upon and **ANY TWO** of the partners among Partner No. 1 to Partner No. 4 i.e. Shri. Ravindra Gulabrao Kode, Shri. Chandrashekhar Murlidhar Raut, Shri. Kailash Gangadhar Thakre and Shri. Tukaram Vyankatrav Gode shall be able to withdraw the money or issue cheque or signs the 'Withdrawals Slip' or approve other instrument or to make payment from the said current account including E- Net Banking transaction involving transaction of any amount.

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Chandrashekhar

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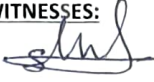
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In witness whereof, the parties to this Deed above ascribes their signatures hereunder, this day and year as referred above.

WITNESSES:

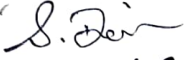
1. ✓





Sunil Harichchandra Sonwane
Plot No. 28, Bhande Plot,
Nagpur - 440024

2. ✓



Davindarpal Singh Soniya
2087/B1, Vinoba Bhave Nagar,
Pardi, Nagpur - 440035

PARTIES

1. SHRI. RAVINDRA GULABRAO KODE
(Party No. 1/ Partner No. 1)



2. SHRI. CHANDRASHEKHAR MURLIDHAR RAUT
(Party No. 2/ Partner No. 2)



3. SHRI. KAILASH GANGADHAR THAKRE
(Party No. 3/ Partner No. 3)



4. SHRI. TUKARAM VYANKATRAV GODE
(Party No. 4/ Partner No. 4)

