



महाराष्ट्र MAHARASHTRA

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BU 354393

अनु. क्र. ६६९ २४/१/२३ गु. नं. ५००८
दस्तावेज प्रकार Partnership Deed.

दस्तावेज नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेण्याचे नांव SAI LAXMI BUILDCON

पत्ता Pune 05.

दुसऱ्या पक्षाचे नाव Ganesh Gopinath Mohite

दस्तावेज पक्षाचे नाव A. Kete

जिल्हा

एस. जी. आठल्ये

परवाना क्र. २२०१००५

१००५, गणेश पट, भा. १००५

09 JAN 2023

नॉटरी क्लर्क
र. पुणे कर्मिना

Noted and Registered
at Serial No... ६०४/२०२३

Deed Of Partnership

SAI LAXMI BUILDCON

This deed of partnership is executed at Aurangabad on 3rd day of March 2023 by and between:-

1. Arvind Vinayak Gaikwad

Occupation: Business, Aadhar No.: 746584324489, Pan No.: ABPPG7410C. Age : 65 years Arvind
R/o: Plot No.16, Welcome Nagar, Garkheda Parisar, Garkheda, Aurangabad - 431009.

2. Ganesh Gopinath Mohite

Occupation: Business, Aadhar No.: 211611068378, PAN No.: BGIPM6264K. Age : 34 years Ganesh
R/o: Rajprasad, Flat no 204, 132/B, Shivaji Nagar, Bhosale Nagar, ICS Colony, Pune 411007.

Ganesh

G. Mohite

Arvind

Deekud



3. Abhijeet Arvind Gaikwad

Occupation: Business, Aadhar No.: 586226101658, PAN No.: BEMPG5092R. Age:- 30 years
R/o: Plot No.16, Welcome Nagar, Garkheda Parisar, Garkheda, Aurangabad - 431009.

4. Rajesh Gopinath Mohite

Occupation: Business, Aadhar No.: 930697665892, PAN No.: AXCPM3426F. Age :- 34 years
R/o: Rajprasad, Flat no 204, 132/B, Shivaji Nagar, Bhosale Nagar, ICS Colony, Pune 411007.

WHICH EXPRESSION SHALL SO FAR AS THE CONTENT HEREOF PERMITS MEAN AND INCLUDES THEIR HEIRS, EXECUTORS, LEGAL REPRESENTATIVES ADMINISTRATORS AND ASSIGNEE.

NOW THIS DEED OF PARTNERSHIP witness that parties hereto above have mutually agreed the following terms and conditions:-

1. That, the business of the Partnership shall be carried on under the name and style of "**SAI LAXMI BUILDCON**"
2. That, the place of the business and Head office shall be at **Plot No.16, Welcome Nagar , Garkheda Parisar, Garkheda, Aurangabad - 431009.**
The Branch office shall be at **S.No. 977, Flat No. 21, 6th Floor, Hariom Empire, Vitthal Chowk, Model Colony, Pune - 411016.**
That the Firm shall be free to carry on its business & may open its Branch Offices at any other place or places as the partners may decide mutually from time to time.
3. That the duration of the firm shall be "PARTNERSHIP AT WILL".
4. That, the main business of the partnership Firm is **Dealing in Land Purchase, Plot purchase , plotting and Sale of Plots, Works Contracts, Construction of Residential Building, Commercial Complex, Builders and Developers. All types of Civil Construction Works.**
The firm may also carry any other business or businesses in this or any other line as may partners mutually decide from time to time.
5. That, the partnership firm shall be deemed to have commenced the business with effect from **03/03/2023.**
6. That any time before the expiration of the period fixed in above para any partner desires to retire from the business, he may do so by giving at least three months notice.

M. Ganesha

R. Mohite

Arvind

Abhijeet



7. That, the initial capital of the firm shall **Rs. 50,000.00/-** (Rs Fifty Thousand only) which should be brought in by the partners as per the requirements of the business. If any additional capital is required the same should be brought in by the partners or from any outside parties including Bank, Banks or any other financial institution with or without interest as may be mutually agreed by and between the parties from time to time.
8. That, it is agreed by and between parties hereto that simple interest at the rate of 12% p. a. as prescribed u/s 40(b) of the Income Tax Act shall be payable by partnership firm on share capital accounts of the partners and the same will change as prescribed by Income Tax Act from time to time. The partners shall mutually decide to provide interest or not to provide on year to year basis.
9. That, all the partners (parties) have decided to actively devote their time and attention to the business of the partnership.
- It is hereby agreed by the parties hereto that in consideration of the services rendered by the partners they are entitled to draw yearly remuneration as under:
- 1) The yearly remuneration payable to each of the partners shall be calculated on percentage of book profits for each accounting year and as may be prescribed by Income Tax Act from time to time. At present the same is in the following manner:-

M. G. Meshram

R. Mohite

A. Ind

A. K. Kulkarni



In respect of

On the first Rs. 3,00,000/- of the Book Profit or in case of losses	Rs.1,50,000 or at the rate of 90% of Book Profit
On the Balance of book profit	At the rate of 60% of Book Profit

The Proportionate remuneration will be distributed among the partners in the following ratio,

Name of Partners	Ratio of Partners
Arvind Vinayak Gaikwad	25 %
Ganesh Gopinath Mohite	25 %
Abhijeet Arvind Gaikwad	25 %
Rajesh Gopinath Mohite	25 %

II) For the purpose of the above calculation, the book profit shall be calculated on the basis of book profit as shown by the books and computed as provided in Section 28 to Section 44 D (Chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to the partners for the relevant accounting year.

10. That, the partners shall be entitled to modify the above terms relating to remuneration, interest etc. payable to partners by executing a supplementary deed and any such deed when executed shall be effective from the date of execution and same shall form part of this deed of Partnership.

Umesh *Rajesh Mohite* *Arvind* *A. Gaikwad*



11. That the books of accounts shall be maintained for partnership business and accounts shall be closed and adjusted at the end of MARCH every year.
12. That, the books of accounts shall be open for inspection or scrutiny by any partner during business hours. Any partner may take extract of books of accounts if needed.
13. That, the share of parties hereto in the net profit or losses of the firm shall be as follows:-

Name of Partners	Ratio of Partners
Arvind Vinayak Gaikwad	25 %
Ganesh Gopinath Mohite	25 %
Abhijeet Arvind Gaikwad	25 %
Rajesh Gopinath Mohite	25 %

14. That, the partners may open the bank account in firm name and account shall be operated by Partners as may be mutually decided from time to time
15. That, the firm may admit any new partner or partners on the terms and conditions which would be decided by mutual consent of all the partners.
16. That at the time of dissolution of the firm the partner will have the exclusive right on the name of the firm i.e., "**SAI LAXMI BUILDCON**", logo and Goodwill of the firm. The Parties at the time of dissolution will not use the name of the firm, logo or carry on any business under the name of firm after retirement of either of the partner or at the time of the dissolution of the firm.
17. In case any dispute arises in between the partners shall be referred to an Arbitrator for adjudication.

M. Ganesh . *R. G. Mohite* *Arvind* *Rajesh*



18. That any addition, alteration or deletion in any of the above terms and conditions may be made with mutual consent and in writing of all partners.
19. That the death of any partners/retirement of any partners shall not amount to dissolution of partnership firm but the surviving partner shall continue the partnership business, admitting legal heirs of the partners or any other person as the case may be.
20. That, the parties hereto above bound by the Indian Partnership Act 1932 in all matters.
21. That the firm being engaged in the business of constructing & selling of Residential Building, Commercial Complex, all the partners need to give signature on behalf of Partnership firm as a Seller/Purchaser as the case may be in the Sale Deed/Purchase Deed to The Sub-Registrar offices in Maharashtra. It is now hereby decided mutually by all the partners that the condition for signature of the partners in Sale Deed/Purchase Deed shall be as per Power of Attorney to be executed between all the partners for each project separately. Further it also mutually decided that execution of the Sale Deed/Registry Documents in front of the Sub-Registrar shall be done as per clauses mentioned in the Power of Attorney to be executed between all the partners for each project separately on behalf of the Partnership firm and all the partners shall be bound by the same.
22. That, the partners may open the bank account in firm name and account shall be operated by all the partners. Further it is hereby mutually decided by all the partners that the cheques issued by the firm shall be signed by any two partners, one of which shall be Mr. Ganesh Mohite or Rajesh Mohite and the other partner shall be Mr. Arvind Gaikwad or Abhijeet Gaikwad. That the firm shall take Project Loan/Term Loan/Cash Credit Loan from any Banks/Co-operative Banks/Financial institution as and when required. All the partners will agree and give consent to take loan and clear it with interest by partnership firm & partners personally.
23. All the disputes arising relating to Partnership Firm Business shall be subject to Aurangabad Jurisdiction.

Ganesh

Rajesh Mohite

Arvind

Abhijeet



IN WITNESSETH WHEREOF THE PARTIES HERETO ABOVE HAVE
SIGNED THIS DEED OF PARTNERSHIP ON THE DATE ABOVE MENTIONED.

NAME OF PARTNERS

SIGNATURE OF PARTNER

1. Shri. Arvind Vinayak Gaikwad

2. Shri. Ganesh Gopinath Mohite

3. Shri. Abhijeet Arvind Gaikwad

4. Shri. Rajesh Gopinath Mohite

WITNESSES:

SIGNATURE OF WITNESS

1. Mrs. Indumati Arvind Gaikwad

2. Shri. Piyush Uttam Kalwane



BEFORE ME

6/3/2023

P. U. KALUSE PATIL
NOTARY GOVT. OF MAHARASHTRA
AURANGABAD
MOB.: 9422702279

P. U. KALUSE PATIL
ADVOCATE NOTARY
N-3 PLOT NO. 41
CIDCO, AURANGABAD
M: 9422702279/ 8007353377