



महाराष्ट्र MAHARASHTRA
कार्यालय औरंगाबाद
14 SEP 2023
मुद्राक प्रमुख लिपीक
ब.को.अ. औरंगाबाद.

अ.क्र. 20475 किमती 500 दि
हस्ते 23 मम रुपे
काणकरिता 20 मार्च 2023 मी मुळे
कशासाठी वेंक

CB 369361

एल. एम. काळे
मु.वि.प.क्र. 3909068
औरंगाबाद

RECONSTITUTED DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP IS MADE AND entered into at AURANGABAD on
This- 28th Day of SEP 2023, Between,

1. **MRS. RUPALI SUDAM MULE** AGE-29 YEARS ,OCCUPATION-BUSINESS, FLAT NO 04,ADITYA RESIDENCY , KANCHANWADI , INFRONT OF WALMI GATE , PATAHN ROAD AURANGABAD
[HEREINAFTER REFERRED TO AS PARTY OF THE FIRST PART AS CONTINUING PARTNER]
2. **MR. SAHEBRAO VENKOBA CHILKEWAR** AGE:-74 Yrs OCCUPATION: - BUSINESS ,R/O HOUSE NO 19/924. AT POST- KINWAT, RARJSARTHI COLONY, HEDGEWAR NAGAR, TQ- KINWAT, DIST- NANDED-413710.
[HEREINAFTER REFERRED TO AS PARTY OF THE SECOND PART AS CONTINUING PARTNER]
3. **MRS. SAVITA RAMNATH PILGAR** AGE:-43Yrs OCCUPATION: - BUSINESS, R/O- AT POST GALNIMB, NEAR MAHADEV MANDIR, TQ- SHIRIRAMPUR, DIST- AHIMADNAGAR.
[HEREINAFTER REFERRED TO AS PARTY OF THE THIRD PART AS CONTINUING PARTNER]
4. **MR. NANDKISHOR SHAIHADEV SANAP** AGE , 29 YEARS ADDRESS- R/O AT FLAT NO 1, PLOT NO 45, GUT NO 89, MATOSHRI RESIDENCY, SATARA PARISAR, HIGHCOURT COLONY, AURANGABAD
[HEREINAFTER REFERRED TO AS PARTY OF THE FOURTH PART AS INCOMING PARTNER]

Rupali
Sanap
Shirirampur

All major and hereinafter in this indenture jointly and severally referred to as partner (s) which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, nominees, assignees, administrators and/ or executors.

WHEREAS parties of first Part to Party of the third part were carrying business of Developments & Constructions i.e. to purchase/ Sale & Development of Land / Plots , construction of Residential Houses, Commercial & Industrial Projects. Under the name and style **JAY CONSTRUCTION** w.e.f. **16/06/2023** wide reconstituted deed of partnership executed at **PLOT NO 46, GUT NO 30, NATHIPURAM , ITKHEDA, PAITHAN ROAD, AURANGABAD**

AND Now Party of the first part to party of the third part has decided to **admit party of the fourth part** as new partner w.e.f. **28/09/2023** and accordingly party of fourth part have been **admitted as partners in the firm w.e.f. 28/09/2023.**

Save and except as herein otherwise provided the Incoming Partner shall in no way be responsible for any of the liabilities of the firm relating to the business carried on by the firm before the date of admission and this will include firm's taxes and dues to and government and /or Municipal or any other Semi Government body. The CONTINUING PARTNERS shall reimburse and keep the INCOMING Partner indemnified against all such liabilities and claims and against all such costs and charges which was belonging to the period before execution of this deed that may become liable to the third parties after the execution of this deed.

Continuing partner shall not be liable for any liability that may accrue or arise of quantified in future for the Acts-deeds done by the firm before the date of execution of this agreement.

NOW THIS INDENTURE OF RECONSTITUTED FIRM IS WITNESSTH AND it is hereby declared and agreed as under:-

1 NAME OF THE FIRM:-

The business of the partnership firm shall be carried on and conducted in the firm name and style of – **JAY CONSTRUCTION** and in such other name(s) as the partners may mutually agreed upon from time to time.

2 PLACE OF BUSINESS:-

That the business of the firm shall be carried on and conducted at **PLOT NO 46, GUT NO 30, NATHIPURAM , ITKHEDA, PAITHAN ROAD, AURANGABAD** However firm may carry on the business from such other place(s) as may be deemed necessary, desirable and expedient and as may mutually agreed by the partners from time to time.

3 NATURE OF BUSINESS:-

THE nature of business of the firm shall be Developments & Constructions i.e. to purchase/ Sale & Development of Land / Plots , Construction of Residential Houses , Commercial and Industrial Projects and to do other allied Construction Activity . However, the nature of business of the firm shall be changed from time to time according to the exigencies of the business and as shall be decided by he partners mutually.

4 DATE OF COMMENCEMENT:-

That the business of the reconstituted firm shall be deemed to have commenced **W.E.F. 28th DAY OF SEPT 2023.**

Regul
[Signature]

[Signature] *[Signature]*



5 DURATION:-

That the duration of the firm shall be 'AT WILL'.

6 CAPITAL:-

The capital required for the purpose of the partnership firm shall be contributed or arranged by the partners in such a manner as may be mutually agreed upon and as per the exigencies of the business. The initial amount of the capital shall be Rs-50000/- which shall be contributed by the partners mutually

7 YEAR ENDING:-

That the books of accounts shall be made and maintained regularly and punctually as it is done in the ordinary course of the business and closed on 31st March every year.

8 REMUNERATION AND INTEREST TO PARTNERS:-

A) REMUNERATION:-

- a) In consideration of the partners devoting their time, attention and skill to the business of the partnership firm according to the requirements of the business hereinafter called as 'working partners' and whereas being actively engaged in the business of the firm, it is hereby mutually agreed upon that the working partners shall be paid remuneration as may be decided by the partners mutually and it shall be in accordance with the provisions of Sec. 40 (b) of the Income Tax Act, 1961 and as stand amended from time to time.
- b) Such remuneration shall be credited to the account of working partners. It shall be treated as payable and shall fall due at the year end and partners are allowed to withdraw against remuneration payable monthly / yearly or as may be decided by the partners mutually.

B) INTEREST:

That the partners shall be entitled to the interest on their capital / current loan account at the rate, as may be decided by the partners mutually. However the payment of interest will be governed by the provisions of the Sec. 40 (b) of the Income Tax Act, 1961 and as stand amended from time to time.

9 PROFIT / LOSS SHARING RATIO:-

That the profit or loss of the firm as computed after deducting all incidental expenses, depreciation and remuneration and interest to the partners shall be divided among partners as under,

	<u>NAME OF THE PARTNERS</u>	<u>PROFIT (LOSS) SHARING RATIO</u>
1.	MRS. RUPALI SUDAM MULE	35%
2.	MR. SAHEBRAO VENKOBACHILKEWAR	15%
3.	MRS. SAVITA RAMNATH PILGAR	15%
4.	NANDKISHOR SHAHDEV SANAP	35%



10 BANK ACCOUNTS:-

The partners may open bank account(s) of the firm with any bank(s) and all such bank account(s) shall be in the name of the firm and shall be operated by the party of the **First part AND Party of the fourth Part Jointly**. Such bank account(s) shall also be operated by any other person(s) in whose favor such authority is delegated by the partners in writing

- 11 The firm is competent to borrow money as may be required for the purpose of business carried on by it, from any person, firm, company, banks, financial institution or Government agencies as the partners may, mutually agree and decide themselves.
- 12 NO PARTNER during the continuance of this indenture shall without previous consent in writing from other partners.
- a) Lend money or make delivery upon credits or have any dealings on behalf of the firm with any person, firm or company to whom other partners shall have previously in writing forbidden him/ Her to trust.
 - b) Assign or mortgage his/her share or any interest in the business of the firm.
 - c) Borrow any money from others in the name of the firm for his/her personal needs and requirements.
 - d) Enter into any agreement, bond become bail or surety for any person whereby partnership property or any parts thereof may be seized, attached, taken into execution or endangered.
 - e) Release, compromise, return compound or discharge any debt, or lawful claim owing to the partnership firm.
- 13 DURING the continuance of this indenture each partner shall-
- a) pay his/her separate debts punctually
 - b) pay / deposit money and money's worth and all negotiable instruments viz. Cheques, drafts, pay orders received by him/her on account of the firm into the Firm's account forthwith.
 - c) Devote his/her time and attention to the business of the firm and shall be true loyal and faithful to each other.
 - d) Give at all times full information and truthful explanation all dealings and transactions relating to partnership business.
 - e) Afford every assistance and co-operation and shall use his best skill and Endeavor in the conduct and promotion of the partnership firm.
14. Any partner desires of the retirement from the firm may do so only after intimation to the other partners in writing before one month of his/her intention to do so. If any partner desires to retire, within a period of five years from the date of partnership the retiring partner shall have no right, title, claim or interest in the goodwill, license, quota, permits, orders and other fixed assets of the firm.
15. All quota, rights and other benefits that may accrue or arise to the firm shall belong to The firm only.

16. The partners may with mutual consent agree upon and do all such acts and things for which no provision is made herein specifically.

Amul

[Signature]

[Signature]

[Signature]

17 In case of differences of opinion, disputes and conflicts among the partners regarding the business affairs of the firm or any other matter the matter shall be referred to one or two arbitrators as the partners may mutually agree upon or decide, The reference shall be subject to the provisions of the Indian Arbitration and Reconciliation Act or any statutory modifications made hereof for the time being in force, if the decision of such arbitrators is not agreed to the one or more partners to the disputes the matter will be referred to the Court of law having Jurisdiction in Aurangabad.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE SIGNATURES ON THE DATE AND YEAR FIRST HEREINABOVE MENTIONED.

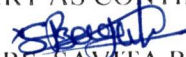
WITNESS.



1. MRS RUPALI SUDAM MULE
PARTY OF THE FIRST PART AS CONTINUING PARTNER



2. MR. SAHEBRAO VENKOBA CHILKEWAR
PARTY OF THE SECOND PART AS CONTINUING PARTNER



3. MRS. SAVITA RAMNATH PILGAR
PARTY OF THE THIRD PART AS CONTINUING PARTNER



4. MR. NANDKISHOR SHAHADEV SANAP
PARTY OF THE FOURTH PART AS INCOMING PARTNER