



हा कोषागार
लक्ष्मी औरंगाबाद
- 2 JAN 2023
क प्रमुख लिपीक
को.अ.औरंगाबाद

500/-
2022 13/01/2023
अ.क्र. ५४२५१ किमत १००८ दिनांक
कोणाकरीता एन एन एन एन
हस्त प्रमाण सहीना गोर
P.S. Jirre

BT 629380
मुद्रांक विक्रेता
सतीश आर. शिंदेकर
उस्मानपुरा, औरंगाबाद. फोन: २३५९६४७
परवाना क्रं. 3101069

**PARTNERSHIP DEED
OF
M/S M S M INFRA**

This deed of partnership is made and executed on this 13th day of January, 2023 at Aurangabad.

BETWEEN

1. MR. VIJAY S/O RAMDAS SAKKARWAR (PAN NO. AFGPS0485J)

(AADHAR NO. 6607 0130 3345)

Aged: 46 Years, Occ: Business,

R/O: OJASCHAITANYA, Plot No. 116, Golden City, Gut No. 70/1, Behind Nath Seed Company,
Paithan Road, Aurangabad - 431001.

Hereinafter referred as Party of the First Part or First Party.

① S.V. Jirre

② Bo Patel

③ Shruti

④ Anand

⑤ RCSoud

⑥ S.S. Sonu

3. MISS. SHWETA D/O SATYANARAYAN MALPANI (PAN NO. DVFPM4560J)

(AADHAR NO. 2082 5782 1196)

Aged: 25 Years, Occ: Business,

R/O: 34, Ganesh Plaza, Diwan Devdi, Aurangabad - 431001.

Hereinafter referred as Party of the Third Part or Third Party.

4. MRS. ANJU W/O RAMESH MUNDLOD (PAN NO. BMOPM0276K)

(AADHAR NO. 7230 6264 3078)

Aged: 46 Years, Occ: Business,

R/O: Opp. Mearsing Naik College, A-5, Deccan Sharavan, Shivaji Nagar, Garkheda Parisar, Garkheda, Aurangabad - 431009.

Hereinafter referred as Party of the Fourth Part or Fourth Party.

5. MRS. RAJKANYA W/O KISHOR SONI (PAN NO. DQPPS4150D)

(AADHAR NO. 2818 6443 8887)

Age: 44 Years, Occ: Business,

R/O: Krishnai Niwas, Shivaji Nagar, In front of Swami Samarth Mandir, Parbhani - 431401.

Hereinafter referred as Party of the Fifth Part or Fifth Party.

6. MRS. SARIKA W/O SATISH SONI (PAN NO. DQPPS4077D)

(AADHAR NO. 7325 0635 4927)

Age: 42 Years, Occ: Business,

R/O: Krishnai Niwas, Shivaji Nagar, In front of Swami Samarth Mandir, Parbhani - 431401.

Hereinafter referred as Party of the Sixth Part or Sixth Party.

(Which the expressions shall mean and include all their respective heirs, successors, assignees, executors etc. of the respective parts.)

WHEREAS all the parties have mutually decided to enter into a partnership for taking up the business of Real Estate, Plotting, Land Development, Layout Development, Construction, Builders & Developers and allied activities on certain terms and conditions and the parties in the mutual interest decided to reduce the terms and conditions in writing which are as follows:

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERETO AS UNDER: -

- 1) The Name and Style of the partnership firm shall be **M/s M S M INFRA.**
- 2) The partnership shall be effective from 13th Day of January, 2023 and business of partnership shall be carried with effect from that date.
- 3) The registered office of the partnership firm shall be at Office No. 207, Labh Chambers, Opp. MTDC, Railway Station Road, Aurangabad - 431001.
- 4) The business of the partnership firm shall be of Real Estate, Plotting, Land Development, Layout Development, Construction, Builders & Developers and allied activities and/or any other business, which the partners may mutually decide from time to time.

① S. V. J. J.

② R. P. Patil

③ Shweta

④ ANJU

⑤ R. S. S. S.

⑥ S. S. S. S.

5) The partners shall contribute the following amounts as their capital;

i. VIJAY RAMDAS SAKKARWAR	Rs. 8,000/-
ii. BALAJI CHANDRABHAN PATIL	Rs. 12,000/-
iii. SHWETA SATYANARAYAN MALPANI	Rs. 40,000/-
iv. ANJU RAMESH MUNDLOD	Rs. 20,000/-
v. RAJKANYA KISHOR SONI	Rs. 10,000/-
vi. SARIKA SATISH SONI	Rs. 10,000/-

Further, any additional funds required for the partnership business shall be contributed individually by the partners in the above-mentioned proportion or borrowed jointly from any outside parties including Banks or Financial Institutions, Corporation with or without interest as may be mutually agreed by and between the partners from time to time. The party of the first part namely Mr. Vijay Ramdas Sakkarwar and the Party of the second part namely Mr. Balaji Chandrabhan Patil shall be jointly authorized to sign and execute all the documents, mortgage deed etc. that may be required for obtaining the loans.

6) The profits and losses of the partnership firm shall be divided and borne by the partners in the following ratio:

i. VIJAY RAMDAS SAKKARWAR	08.00%
ii. BALAJI CHANDRABHAN PATIL	12.00%
iii. SHWETA SATYANARAYAN MALPANI	40.00%
iv. ANJU RAMESH MUNDLOD	20.00%
v. RAJKANYA KISHOR SONI	10.00%
vi. SARIKA SATISH SONI	10.00%

The capital contribution by partners will not affect their respective profit/loss sharing ratios.

It is decided that drawings will be allowed to the partners in their profit sharing ratio out of surplus funds of the firm. For this purpose, the meaning of "Surplus" is not profit but funds lying with the firm after meeting expenses all capital and revenue of the firm but before drawings of the partners. Such drawings will be allowed without hampering the day-to-day business of the partnership firm.

7) That, it is hereby agreed between the partners hereto that simple interest at the rate of 12% per annum or at the rates prescribed u/s 40(b) of the Income Tax Act, 1961 from time to time shall be payable by the partnership firm on the amount standing on the capital as well as current accounts of the partners. All the partners with mutual consent may decide to reduce or waive the interest on capital in case of insufficiency of profit or otherwise in a particular accounting year.

① S. Vijay

② B. Patil

③ Shweta

④ Anju

⑤ R. K. Soni

⑥ S. S. Soni

- 8) That all the partners have agreed to actively devote their time and attention to the business of partnership firm. It is hereby agreed between the parties hereto that in consideration of the services rendered by the partners to the business of the firm, they shall be entitled to a remuneration as under:

On the first Rs. 3,00,000/- of the book profit or in case of a loss	Rs. 1,50,000/- or 90 % of the book profit whichever is more
On the Balance book profit	60%

The partners shall share the allowable remuneration in the proportion of their respective Profit/Loss sharing ratios. All the partners with mutual consent may decide to reduce or waive the remuneration in a particular accounting year as per their mutual understanding.

For the purpose of the working allowable remuneration, the Book Profit shall be calculated on the basis of the profit as shown by the books and computed according to the provisions in Section 28, Section 44 AD, Chapter IV-D of the Income Tax Act, 1961 without deducting the remuneration paid or payable to the partners for the relevant accounting year.

- 9) The accounts of the partnership firm shall be taken annually on 31st March of every year and at the end of every year the Profit and Loss Account and Balance Sheet shall be prepared and verified by all the partners and thereafter a copy of which shall be supplied to each partner.
- 10) All necessary and proper books of accounts shall be kept and maintained by the firm. The said books of accounts shall be kept together with all letters, papers or writing, concerning or belonging to the partnership at the registered office of the firm and each of the partners shall at all the times have free access and right to inspect and copy the same.
- 11) The Bank Account in the name of the firm shall be opened with any nationalized, commercial or co-operative bank as may be agreed by the partners and all money, cheques and other securities belonging to the firm shall be deposited in the said bank account and the bank account shall be jointly operated by the joint signatures of the Party of the first part namely Mr. Vijay Ramdas Sakkarwar as the first signatory and the Party of the second part namely Mr. Balaji Chandrabhan Patil as the second signatory.
- 12) The partners hereunto may admit any new partner or partners upon such terms and conditions, which all the partners may agree unanimously in writing.
- 13) That the duration of the partnership shall be **AT WILL** and shall continue till the same is determined in a manner as may be agreed upon by the partners or as laid down by Indian Partnership Act, 1932.

① S. V. S.

② B. Patil

③ Shruti

④ ANJALI

⑤ R. S. S.

⑥ S. S. S.

- 14) On retirement of a partner, accounts till the date of such retirement shall be prepared and Profit and Loss Account and Balance Sheet shall be drawn up and whatever amount standing to the credit of capital / current / loan account including profit or loss till the date of retirement shall be paid to him/her within 6 months or as per terms agreed between him/her and continuing partners.
- 15) The firm shall not dissolve upon the death, retirement or insolvency of any partner. In case of death of a partner, his legal representative shall be admitted as a partner in the firm.
- 16) In the event of dissolution, the firm shall be wound up and the assets and liabilities dealt with in accordance with the provisions of the Indian Partnership Act, 1932.
- 17) All the tangible and intangible assets of the firm including the goodwill, stock-in-trade, benefits of business licenses and permits, benefits of contracts entered etc. will belong to the parties in the ratio of their respective capital contribution as mentioned in Clause 5 above and the property of the firm shall be used by the partners exclusively for the business of the firm.
- 18) Each of the partners hereto shall:
- Be particular and attend to the business of the firm to the greatest common advantage.
 - Be just and faithful to each other.
 - Render true accounts and full information of all moneys affecting the firm to other partners.
 - Indemnify the firm for any loss caused to it by willful negligence or fraud in the conduct of the business.
 - Attend to the business of the firm diligently and actively.
 - Shall not withdraw any amount for his own profit, benefit or use or otherwise except remuneration as stated hereinabove.
 - Shall not transfer or create charge, mortgage or to deal in any manner his/her share in the partnership without the prior written consent of other partner/s.
- 19) It is mutually decided between the partners that all the transactions and documents of Purchases, Sales, Lease, or relinquishment by any other mode of any immovable property, all statutory registrations, all the statutory compliances, correspondence etc. on behalf of the firm shall be signed and executed jointly by the Party of the first part namely Mr. Vijay Ramdas Sakkarwar as the first signatory and the Party of the second part namely Mr. Balaji Chandrabhan Patil as the second signatory.

① S. Vijay

②

B. Patil

③

Shukla

④ ANOU

⑤

R. Sakkarwar

⑥

S.S. Soni

20) If any dispute or difference arises between the parties hereto touching the business of the firm or interpretation of any provision hereof or otherwise, whatsoever, relating to the firm and its business the same shall be referred to arbitration and the arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996.

21) Notwithstanding anything stated or provided hereinabove the partners shall have full power and discretion to modify, alter or vary the terms and conditions of this deed by mutual agreement which shall be reduced to writing and signed by all the partners and thereupon the said writing shall become appendage and part of this deed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED ON THE DATE AND PLACE MENTIONED HEREINABOVE.

Sr. No. Name of the Partner

a. MR. VIJAY RAMDAS SAKKARWAR

b. MR. BALAJI CHANDRABHAN PATIL

c. MISS. SHWETA SATYANARAYAN MALPANI

d. MRS. ANJU RAMESH MUNDLOD

e. MRS. RAJKANYA KISHOR SONI

f. MRS. SARIKA SATISH SONI

Signature

< S. V. Sakkarwar

< B. Patil

< Shweta

< Anju

< Rajanya

< S. S. Soni

WITNESS:

1) _____

2) _____

LETTER OF AUTHORITY

We the undersigned partners of M/S M S M INFRA, having its Registered office at Office No. 207, Labh Chambers, Opp. MTDC, Railway Station Road, Aurangabad - 431001 do hereby authorize ROHIT DILIPKUMAR PATNI, Aurangabad to represent us before the Asst. Registrar of firms Aurangabad in connection with the registration of Partnership Deed of our firm, to attend hearing, to give explanations, submissions and to do other relevant matters under the Partnership Act 1932 for completing the registration of our firm. We also authorize him to submit & collect the documents of our firm, to modify/amend these documents so as to comply with the requirements of procedures. His explanations/ statements and modifications/ amendments to the documents made by him will be binding on us.

Place: Aurangabad

Date:

Sr. No. Name of the Partner

1. MR. VIJAY RAMDAS SAKKARWAR

2. MR. BALAJI CHANDRABHAN PATIL

3. MISS. SHWETA SATYANARAYAN MALPANI

4. MRS. ANJU RAMESH MUNDLOD

5. MRS. RAJKANYA KISHOR SONI

6. MRS. SARIKA SATISH SONI

Signature

< S. S. Soni

< B. Patil

< Shweta

< Anju

< Rajanya

< S. S. Soni

I ACCEPT

ROHIT D. PATNI

M/S M S M INFRA
Office No. 207, Labh Chambers, Opp.
MTDC, Railway Station Road,
Aurangabad - 431001.

To,
The Assistant Registrar of firms,
Aurangabad.

Subject: - Registration of Deed Partnership Deed.

Respected sir,

With reference to the above please find enclosed here with following documents.

1. Form no 'A' duly filled signed and notarized.
2. Certified true copy of English deed.
3. Certified true copy of Marathi deed.
4. Blank stamp paper of Rs. 100/-
5. Authority Letter.
6. Self addressed envelop (Postal stamp affixed Rs. 40/-)
7. Self addressed envelop (Postal stamp affixed Rs. 15/-)

We are sending herewith Mr. ROHIT D. PATNI for submission of documents with your office, his signature is as follows.

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Hope you find the above documents in order, kindly arrange for registration of firm and issue of certificate to that effect at the earliest.

Please do the needful.

Thanking You,
Yours Faithfully

Place: - Aurangabad.
Date: __/__/2023.

For M S M INFRA

① S. V. Jyoti

② R. D. Patil

Partner

③ Shweta
Arora

④ R. S. S. S.

⑤ S. S. Soni