ADIYOGI INFRA

(PARTNERSHIP DEED)

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

L 3 APR 2023

महाराष्ट्र MAHARASHTRA

BP 695658

L 3 APR 2023

उप कोषागार कार्यालय, उल्हासनगर

मुद्रांक शुल्क दिनांक

24 FEB 2023

कोषागार अधिकारी, उल्हासनगर

24/02/2023

PARTNERSHIP DEED

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GOVT. OF INDIA

THIS DEED OF PARTNERSHIP made and entered into at **BADLAPUR** on this 3rd Day of **APRIL, 2023: -**

08 APR 2023

08 APR 2023

BETWEEN

1) **Mr. SACHIN HARI [illegible]CHANDRA BHOIR, (PAN:-ALXPB1173B)** aged about **41** years, an Indian Inhabitant; residing at **"BARVI DAM ROAD, NEW AMBARNATH, MANJARLI, BADLAPUR WEST, THANE, MAHARASHTRA-421503** hereinafter called party of the First Part [which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assignees] **OF THE FIRST PART;**

2) **Mr. PRAVIN BALKRISHNA BHOIR, (PAN :-AOLPB8976K)** aged about **47** years, an Indian Inhabitant; resident of **BARVI DAM ROAD, NEW AMBARNATH, SAI GAON , MANJARLI, BADLAPUR WEST, THANE, MAHARASHTRA-421503** hereinafter called party of the Second Part [which expression shall, unless repugnant to the context, mean and include her legal heirs, executors, administrators and assignees] **OF THE SECOND PART;**

3) **Mr. SOHAN JAYRAM KONDILKAR, (PAN: - BDLPK7292K)** Aged about **34** years, an Indian inhabitant resident at **LAXMI SADAN, AGAR ALI, KULGAON, BADLAPUR EAST, THANE, MAHARASHTRA-421503** hereinafter called the party of the **"Third Part** "(Which terms and expression shall unless it is repugnant to the context or meaning there of shall mean and include his heirs, executors, administrator and assigns).

4) **Mr. NEERAJ BRIJKISHOR JAIN, (PAN: -AHLPJ1533B)** Aged about **38** years, an Indian inhabitant resident at **A-301, BHAGIRATHI-VISHWA COMPLEX, SHREE KRISHNA NAGAR, NEAR SAI BABA MANDIR, BADLAPUR EAST, THANE, MAHARASHTRA-421503** hereinafter called the party of the **"Fourth Part "**(Which terms and expression shall unless it is repugnant to the context or meaning there of shall mean and include his heirs, executors, administrator and assigns).

5) **Mr. MADHUKAR DATTU MHATRE, (PAN: - BBBPM6877Q)** Aged about **41** years, an Indian inhabitant resident at **BARVI DAM ROAD, SHIVBHAKT SCHOOL, VADAWALI, BADLAPUR, THANE, MAHARASHTRA-421503** hereinafter called the party of the **"FIFTH Part "**(Which terms and expression shall unless it is repugnant to the context or meaning there of shall mean and include his heirs, executors, administrator and assigns).

WHEREAS the parties herein are known to each other and are desirous of doing business & reducing the terms and conditions in writing as under:

1. **NAME OF THE FIRM:**

That the Partnership firm shall carry on the business under the name and style of:

"ADIYOGI INFRA"

2. **NATURE OF PARTNERSHIP:**

The Nature of the Partnership business shall be:

- **BUILDERS & DEVELOPERS**
- **CONSTRUCTION OF RESIDENTIAL &COMMERCIAL BUILDING/ COMPLEX**
- **BUYING & SELLING OF FLATS & PLOTS OR ANY OTHER BUSINESS OR BUSINESSES.**

3. **REGISTERED OFFICE:**
The partnership business will be carried out at its principal place of business at

"HOUSE NO.898, SURVEY-138, HISSA-1A, BEHIND KARRM GARDEN, VILLAGE-CHIKHLOLI AMBERNATH, THANE, MAHARASHTRA-421503."

The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time.

4. **CAPITAL CONTRIBUTION:**
All partners initially will contribute as per their capital investment as mentioned below. Further capital, Loans or Deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partner

PARTNERS:	CAPITAL CONTRIBUTION
SACHIN HARI CHANDRA BHOIR	10000
PRAVIN BALKRISHNA BHOIR	10000
SOHAN JAYRAM KONDILKAR	10000
NEERAJ BRIJKOSHOR JAIN	9000
MADHUKAR DATTU MHATRE	1000

Further from above, "FIRST PART, SECOND PART, THIRD PART & FIFTH PART" WILL BRING their Development rights as their CAPITAL related to real estate project situated at SURVEY-138, HISSA-1A, VILLAGE-CHIKLOLI, AMBERNATH" once project gets rolling. Fourth Part Would bring respective amount proportionate to share of "Development Rights" as his OWN CAPITAL.

5. **DURATION:**
The partnership has been and shall be a Partnership at Will of Partners.

6. **INTEREST & REMUNERATION:**
It is agreed by and between parties hereto that interest at the rate of 12% per annum or at such other rate as may be mutually agreed upon or prescribed u/s 40(b) of the Income Tax Act, shall be payable by partnership on the amount standing to the credit of capital, current, loan account of the partners.

The remuneration payable to the all working partners shall be computed in the manner laid down or deduction under section 40 (b)(v), read with Explanation 3 of the Income Tax Act,1961 or any other applicable provision as may be in force in the income tax assessment of the partnership firm for the relevant accounting year which as above: -

BOOK PROFIT	REMUNERATION
Up to Rs.300000 of book Profit	Rs.150000/- or 90% of Book profit, whichever is more
Above Rs.300000	60% of Book Profit

Such amount of remuneration shall be distributed between the said working partners in the following proportion:

PARTNERS:	SHARE (%)
SACHIN HARI CHANDRA BHOIR	25%
PRAVIN BALKRISHNA BHOIR	25%
SOHAN JAYRAM KONDILKAR	25%
NEERAJ BRIJKOSHOR JAIN	24%
MADHUKAR DATTU MHATRE	1%

7. SHARE IN PROFIT AND LOSS:

The net profit/loss (in event of loss) for the partnership firm after deducting all expenses including interest and remuneration payable to the partnership accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportions:

PARTNERS:	SHARE (%)
SACHIN HARI CHANDRA BHOIR	25%
PRAVIN BALKRISHNA BHOIR	25%
SOHAN JAYRAM KONDILKAR	25%
NEERAJ BRIJKOSHOR JAIN	24%
MADHUKAR DATTU MHATRE	1%

8. ACCOUNT OF THE PARTNERSHIP- FIRM:

The books of account shall be closed on 31st Day of March each year as per Indian Laws. The Net Profit or Loss after deducting all expenses, interest, remuneration, outgoing shall be divided between the parties in proportion to the sharing ratio as mention above.

9. OPENING AND OPERATION OF BANK ACCOUNT:

The bank account or accounts shall be maintained in the name of the firm and shall be operated jointly by (Any Three) of the partners.

10. WITHDRAWAL BY THE PARTNERS:

The partners shall not withdraw any amount from the capital contributed by them, as aforesaid, except with prior consent of all other partners. However, the partners may not affect withdrawal of any amount which shall be detrimental to the interest of partnership.

11. ADMISSION OF A PARTNER:

If any partners deem proper & in their interest, they may admit any other person or persons as their partners on the terms & conditions as may be mutually agreed amongst themselves.

11(a). RETIREMENT OF A PARTNER:

Any partner intending to retire from the partnership shall give three months' notice to the other partner and on such notice the other partner shall be entitled to either take over the assets and liabilities of the firm and/or enter into partnership with any other person as he/she may deem fit and proper.

ANY LIABILITIES OF RETIRING PARTNER WILL BE SETTLED MUTUALLY AMONGST PARTNERS.

12. RESTRICTIVE CONVENANTS:

No partner shall without the consent of the other partner obtained in writing for that purpose do any of the following acts, deeds or things:

[a] Guarantee the payment or discharges of any such sum or claim.

[b] Execute any deed or stand surety for any person or act in any manner Where by the property of the firm may be liable.

[c] Transfer his interest in the firm by mortgage, sale, or otherwise introduce

or

Attempt to introduce any person into the firm under whatever name but being entitled to claim right in the business of the partnership firm.

13. EACH PARTNER SHALL:

[a] Be just faithful to one another in all respects, transactions and dealing Related to partnership business.

[b] At all time give to the just, correct and true account of the same and upon every reasonable request furnish to the other partner proper and full explanation thereof.

14. PRIVATE DEBTS:

Each partner shall at all time duly and punctually pay and discharge his private debts and liabilities now or hereinafter becoming due during the continuance of the business of Partnership from him to any other person or persons whomever and keep at all time duly and effectively indemnified the other partner and all money, assets, effects all of the partnership business from and against all claims and demand in respect thereof.

15. BORROWING MONEY IN THE NAME OF THE PARTNERSHIP FIRM:

No partner shall borrow any moneys in the name of the partnership business without the mutual consent of the other partner in writing.

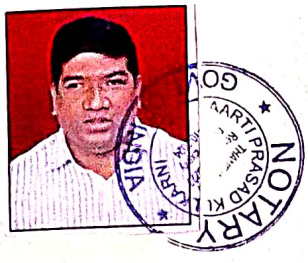
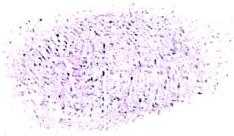
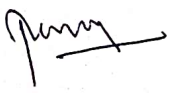
16. DEATH OR INSOLVENCY WILL NOT DISSOLVE THE PARTNERSHIP FIRM:

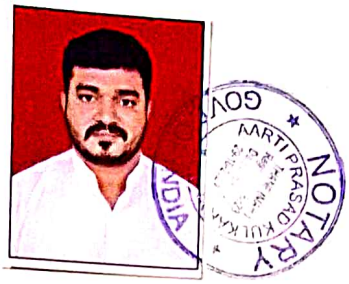
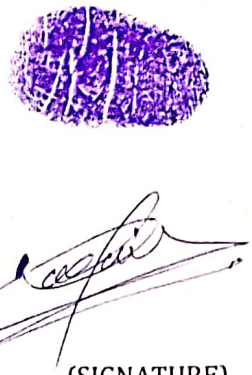
Death, Insolvency or Retirement of any partners shall not ipso facto dissolve the partnership firm. But the remaining other partner shall be entitled to continuing the business by admitting the legal heirs of the deceased partner by reconstituting the terms and conditions of the partnership that may be agreed upon and it shall be entitled to for the remaining partner to admit the legal heirs of the deceased, retiring or insolvent partner as the time may be.

17. ARBITRATION:

Any difference which may arise between the partners or their representatives regarding the interpretation of these or regarding the right and liabilities of either partner arising here in below or any other matter or things concerning the firm or affairs of the firm shall be referred to the Arbitration as provided by the Indian Arbitration Act.1940 with all statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF that parties have signed hereunder at Badlapur on this

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED **SACHIN HARI CHANDRA BHOIR**	 (SIGNATURE)
SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED  **PRAVIN BALKRISHNA BHOIR**	  (SIGNATURE)

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED **SOHAN JAYRAM KONDILKAR**	 (SIGNATURE)
SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED  **NEERAJ BRIJKOSHOR JAIN**	 (SIGNATURE)
SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED **MADHUKAR DATTU MHATRE**	 (SIGNATURE)

WITNESS: -

1) समीर वानखेडे

2) अमीत साळे

Identification.
Adv. Pradeep Shetty.

BEFORE ME

AARTI PRASAD KULKARNI
B.Sc., LL.B.
ADVOCATE & NOTERY GOVT. OF INDIA
5, Mulberry CHS. Ltd., Ganesh Wadi,
Panchpakhadi, Thane (W) - 400 601.

NOTARY
AARTI PRASAD KULKARNI
THANE (MAH.)
Regd. No. 15223
Date of Expiry
29-10-2024
GOVT. OF INDIA

NOTED & REGISTERED
Sr. No. 1995 Date: 27

- 8 APR 2023

- 8 APR 2023