भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये 500

INDIA N[redacted]L 20 FEB 2023

महाराष्ट्र MAHARASHTRA ◑ 2022 ◑ BP 706481

उप कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुरवठा दिनांक
20 FEB 2023
उप कोषागार अधिकारी, उल्हासनगर
20-2-23

NOTARY C.K. SABLE Thane Dist. Maharashtra Regn. No. 3727 Expiry Date 30/11/2026 GOVT. OF INDIA

20 FEB 2023

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE AND EXECUTED AT BADLAPUR THIS 21TH DAY OF FEBRUARY, 2023.

BETWEEN

SR. NO.	NAME OF THE PARTNERS/ PARTIES
1.	SHRI. UMESH MANOHAR DHAMDHARE
2.	SHRI. DAYANAND GANESH PAWAR
3.	SHRI. RAJENDRA KASHINATH GHAVAT
4.	SHRI. KISHAN GABARU RATHOD
5.	SHRI. NILESH BAPURAO KADAM

20 FEB 2023

दोष पत्र

दस्ताचा प्रकार/अनुक्रमांक :- Partnership deed 47

दस्ताचा नोंदणी करणार आहेत का :-

नोंदणी होणार असलेला मुद्रांक :-

निष्पादकाचे नांव :-

निष्पादकाचे वर्णन :-

ओळखीचे साक्षीदार :- Nilesh B. Kadam — BN

देणाऱ्याचे नांव :- — BN

देणाऱ्याचे नांव :- A. T. Zanje

हस्ते अजलीला स्त्रीचे नांवपत्ता :-

मुद्रांक शुल्क रक्कम :- 500 /-

मुद्रांक विक्री नोंदवही अनुक्रमांक/दिनांक :- 20 FEB 2023

मुद्रांक विक्रेता सेवाचाची सही :-

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे आवश्यक आहे.

:- मुद्रांक विक्रेत्याची सही

:- नांव : सुनिता के. आत्मारामाणी

:- परवाना क्र. 92920099

:- पत्ता : कांदिवली बदलापुर (पूर्व)

1) SHRI. UMESH MANOHAR DHAMDHARE.
Age about 32 years
Room No. 204, Shree Samarthkrupa Bungalow, MIDC, Shirgaon,Near Maruti Madir, Badlapur, Tal-Ambernath 421503.
(hereinafter referred to as the party of the **FIRST PART**)

(Which expression shall unless it be repugnant to the context or meaning there of mean and include his, his heirs, executors, administrators and assigns.)

2) SHRI. DAYANAND GANESH PAWAR.
Age about 28 years
42, Own House, Shivaji Pada, Near Shivaji Mandir, Badlapur Gaon, Badlapur 421503. Dist- Thane.
(hereinafter referred to as the party of the **SECOND PART**)
(Which expression shall unless it be repugnant to the context or meaning there of mean and include his, his heirs, executors, administrators and assigns.)

3) SHRI. RAJENDRA KASHINATH GHAVAT.
Age about 32 years
S/O: Kashinath Ghavat, At-Sonivali, Post-Eranjad, Ambaranth Eranjad, Dist-Thane, Maharashtra 421503.
(hereinafter referred to as the party of the **THIRD PART**)

(Which expression shall unless it be repugnant to the context or meaning there of mean and include his, his heirs, executors, administrators and assigns.)

4) SHRI. KISHAN GABARU RATHOD.
Age about 41 years
Room No. A-101, Suraj Kiran Apt, Opp Water Supply Office, Belavali, Badlapur, Tal-Ambernath 421503.
(hereinafter referred to as the party of the **FORTH PART**)

(Which expression shall unless it be repugnant to the context or meaning there of mean and include his, his heirs, executors, administrators and assigns.)

5) SHRI. NILESH BAPURAO KADAM.
Age about 32 years
Room No. 505, D1 Wing, Ushakiran Residency, Kharvai Naka, Badlapur, Tal-Ambernath. Badlapur-421503
(hereinafter referred to as the party of the **FIFTH PART**)

(Which expression shall unless it be repugnant to the context or meaning there of mean and include his, his heirs, executors, administrators and assigns.)

WHEREAS the first, second, third, Forth, and fifth parties hereto as decided mutually, have entered into partnership to carry on business of **Builders and developers** at the place agreed by all the parties And whereas, the parties have decided in writing the terms and conditions of partnership. Now this deed of partnership witness as under :

1. Name of the Partnership Firm:-
The business of the partnership firm shall be carried on under the firm name and style of M/S PNR GROUP DEVELOPERS **w.e.f. Date- 21th FEBRUARY 2023.**

2. Office Address of Partnership Firm:-
The business office place and the principal office of business of the partnership shall be at: M/S PNR GROUP DEVELOPERS, Room No. 505, D1 Wing, Ushakiran Residency, Kharvai Naka, Badlapur, Tal-Ambernath. Badlapur-421503

3. Nature & Objectives of the business of firm:-
The main objective of the business is to carry on business of **Builders And Developers.**

4. Commencement of Partnership:-
The business of the partnership firm has commenced and shall be deemed to have been commenced on and from dated **21/02/2023.**

5. Accounting Year & Rules Related to Income Tax.
The accounting year of the partnership shall be financial year beginning on 1st April ending on 31st March every year. Income tax on income of partnership will be payable by the firm as per income tax return prepared as per income tax act 1961. And personal income tax of partners is not liability of the partnership firm.

6. Initial Capital of the firm.

Sr. No.	Name of the partners	Amount	Share of contribution in percent
1.	SHRI. UMESH MANOHAR DHAMDHARE	10000/-	20%
2.	SHRI. DAYANAND GANESH PAWAR	10000/-	20%
3.	SHRI. RAJENDRA KASHINATH GHAVAT	10000/-	20%
4.	SHRI. KISHAN GABARU RATHOD	10000/-	20%
5.	SHRI. NILESH BAPURAO KADAM	10000/-	20%
	TOTAL	50000	100%

If further funds required for the business of firm such sum shall be constructed by the partners which shall be credited to their respective current account. It is agreed by and between the parties hereto that on the amount standing the credit accounts of partners, the interest at the rate of 12 % per annum or at such rate as may be maximum permissible under the provision of section 40(b) of the income 1961, or any other applicable provision as may be in force for relevant accounting period shall be paid/ credited by the firm.

7. a) Working Partners of the firm

The parties hereto agree that all the partners (hereinafter referred to as the working partners) shall devote their time and attention in the conduct of the affairs of the partnership firm as the circumstances and business needs may require.

b) The total remuneration payable to the working partners shall be worked as under:-

i.	In case of Loss in Financial Year	Rs. 1,50,000/-
ii.	In case of Book Profit up to Rs.300,000/- for the year.	Rs.1,50,000/-or 90% of the Book Profit whichever is higher.
iii.	On the amount of Book Profit exceeding Rs 300,000/-for the year.	60% of the excess over Rs.300,000/-.

Profit and loss from business will be shared **in the ratio of capital contribution of partners** as mention above between all the Five parties i.e. partners.

The remuneration payable to the working partners as above shall be paid/credited to their respective accounts on ascertainment of "BOOK PROFIT.

EXPLANATION: - For the purpose of this clause, the expression "BOOK PROFIT" shall mean the "BOOK PROFIT" as defined in S.40 (b) of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof, for the time being in force.

8. Any partner of the firm cannot do without permission of other partners in the firm:-

A. Waive any loan of the partner fully or partially.
B. Do things from which any property of the firm will get destroy or in danger.
C. Transfer or mortgage his share in the firm.
D. Sign, issue or give any promissory note, hundi behalf of partnership firm to any other person.
E. Other than normal transaction, sale or morgage or resolve any part or property of the firm.

9. Bank Account of Partnership Firm.

Bank Account of partnership firm shall open at any Nationalised or co-operative bank or any other bank in the name of **M/S PNR GROUP DEVELOPERS** of the nature of current account. For authorising any document like signing cheque, cash withdrawal slip needs signature of at least any Three partners. No partner can operate any bank transaction individually for the partnership.

10. Duration of the Partnership Firm.

The Partnership shall continue to be "**AT WILL**". All partners will be decide mutually regarding dissolution of the firm. In case of such retirement the firm shall not stand dissolved but the remaining partners shall be entitled to continue the firm either on their own account or by admitting any such persons as partner or partners in the partnership firm with the mutual consent & the good will said partnership firm will remain with the active partner who continuous to be in the firm.

11. Rules for cash withdrawal for Personal Use.

Every partner is prohibited from withdrawal of cash from partnership firm for his personal use. All partners need to follow this condition very strictly as it is most important condition of the agreement.

12. Accounts, balance sheet, Audit etc.

All the books of accounts, documents, papers, vouchers etc. concerning or pertaining to the business of partnership shall be kept at the business place of the firm and all the partners shall have the equal rights to inspect and carry the same. Books of accounts will be audited by certified chartered accountant. All partners will be signed all profit & loss a/c & Balance sheet. If any general mistake not found in balance sheet & Profit & Loss A/c in 3 month it will be bound on all partners otherwise will rectify immediately.

13. All partners:-

A. Can do their individual business and related activities other than this business but there will be no relation & any financial & other obligations of such businesses to this firm i.e. **PNR GROUP DEVELOPERS.**

B. Should repay all their personal loans regularly and ensure security to assets of partnership firm & other partners.

C. Will keep faith with all partners regarding transactions of the firm & will provide true details of transactions of the business.

14. Appointment of auditor, advocate, Solicitor, Employees etc.

For the purpose of legal, accounts & day to day work, Appointment of auditor, advocate, Solicitor, Employees etc. will be done under permission of all the partners. And their remuneration, salary and all monetary consideration will be decided mutually by all the partners.

15. The retirement, death or insolvency of any partner shall not dissolve the Partnership but the Partnership shall continue. Further, other partner shall continue partnership either getting admission of new partner or taking legal heir as partner in case of death of partner.

16. If any partner desire to retire from the firm, he shall be entitled to do so by giving to the remaining partners one calendar month notice of his intention of doing so.

17. In case of any dispute or differences that may arise between the partners during the continuous of this partnership or at any time there after touching to this partnership deed or applicability of any clauses

contained therein or regarding the interpretation of any clause of the partnership deed, the same shall be referred to the Arbitrator or Arbitrators mutually appointed by the partners to this deed and the decision of such Arbitrator shall be binding on them failing which shall be decided as provided under the Indian Arbitration and Conciliation Act, 1996.

18. The matters not specifically provided in this deed of partnership unless otherwise agreed by all the partners will be decided in accordance with the provisions of Indian Partnership Act or prevailing Act.

19. In case of any legal issue or conflict arise in partnership court jurisdiction will be Thane.

In WITNESS WHEREOF THE PARTIES hereto have set their respective hands and seal the day and the year first hereinabove written unless otherwise noted in their respective signatures.

Sr. No.	Name of the partners/ Signatures	THUMB	PHOTO
1.	SHRI. UMESH MANOHAR DHAMDHARE PAN – ATOPD4203D PARTY OF FIRST PART		
2.	SHRI. DAYANAND GANESH PAWAR PAN – CHVPP8459E PARTY OF SECOND PART		

3.



SHRI. RAJENDRA KASHINATH GHAVAT
PAN- AUBPG6873A
PARTY OF THIRD PART

4.



SHRI. KISHAN GABARU RATHOD
PAN- AKDPR9665D
PARTY OF FORTH PART

5.



SHRI. NILESH BAPURAO KADAM
PAN- BDNPK7650R
PARTY OF FIFTH PART

BEFORE ME

C. K. SABLE
NOTARY
Government of India
Sr No 139 144 Pg 29
Shivkrupa Bldg.
Nr. Dombivali Nagrik Sha Bank Ltd,
Nr Mayekar Opticlan
Badlapur (E) Dist. Thane
21 FEB 2023

Witness:-

1. **Sign** _____
   Name Sachin Kadam.
   R/at:- Arihant Anmol
   Kharvai Badlapur (E).

2. **Sign** _____
   Name Rahul Ghavat
   R/at:- Sonivali
   Badlapur (W).

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