



महाराष्ट्र MAHARASHTRA

2020

AW 794620

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Stamp Head Clerk / St. Clerk



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made and entered into on this 20th August 2020 by and between:

1. Mr. Amol S/o Laxmanrao Badhiye, Age 42 years Occupation: Business R/o Flat 111, Niwara HSG Society, Mahesh Nagar, Katol Road Nagpur, 440013. hereinafter referred to as **Party No. 1;**

2. Mr. Ashwin S/o Devrao Raut, Age: 42 years Occupation: Business R/o. 252/2, Datta Nagar, Raut Layout, Zingabai Takli, Nagpur, 440013. Hereinafter referred to as **Party No. 2;**

3. Mr. Pranay S/o Devrao Raut, Age: 40 years Occupation: Business R/o. 252/2, Datta Nagar, Raut Layout, Zingabai Takli, Nagpur, 440013. Hereinafter referred to as **Party No. 3;**



[Handwritten signatures of the three parties: Amol Badhiye, Ashwin Raut, and Pranay Raut]

A2

१. दस्त नोंदणी करणार अनुसूचित व्यक्ती

२. दस्त नोंदणी करणार आहेत काय ?

३. नोंदणी होणार असल्यास दुसऱ्या निदेशित कार्यालयाचे नाव

४. मिल्कतीचे वर्ण

५. मोबदला रक्कम

६. मुद्राक विकत घेणाऱ्याचे नाव

७. दुसऱ्या पक्षाच्या नावाचे नाव

८. असेल असल्यास त्याचे नाव

९. मुद्राक शुल्क रक्कम

१०. मुद्राक विक्री नोंद घेई अनु. क्रमांक

११. मुद्राक विकत घेणाऱ्याची सवी

9621

दिनांक 14/8/2020

RB Construction Co.
M. Parkas

यशवत एस. पाटील

मुद्राक विक्री, ला. रु. २००/८६ काड क्र १६०११३६
जिल्हाधिकारी परिसर, त. कार्यालय, नागपूर / महाराष्ट्र

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WHEREAS THE PARTIES TO THIS DEED have joined to carry on the Business in Partnership under the name and style of
"M/s. R.B.Construction Co." w.e.f. 20.08.2020

WHERE the above parties have mutually agreed to start the partnership firm for carrying on the business of Sale, Purchase of Development of land, Land with Building(s), Construction of Multistoreyed Buildings, Flats, Apartments, Shops, Offices, Business Chambers, House etc. and all other activities concerned with real properties and for this purpose they have now jointly decided to form a PARTNERSHIP FIRM. The aforesaid Partners, have therefore decided to carry on the business in Partnership upon the following terms and conditions.

NOW THIS DEED OF PARTNERSHIP SHALL WITNESSETH AS FOLLOW:

1. COMMENCEMENT OF THE FIRM:

That the partnership firm has commenced from 20.08.2020

2. NAME OF THE FIRM:

That the partnership business shall be carried on under the name and style of "M/s. R.B.Construction Co." and the partners with mutual consent may also carry on business under such other names as may be considered desirable by them from time to time.

3. DURATION OF THE PARTNERSHIP:

That the duration of the partnership shall be a partnership **"AT WILL"**

4. BUSINESS:

That the business of Partnership is for do business of Sale, Purchase of Development of land, Land with Building(s), Construction of Multistoreyed Buildings, Flats, Apartments, Shops, Offices, Business Chambers, House etc. and all other activities concerned with real properties.

5. PLACE OF THE BUSINESS:

That the Partnership shall carry on its Business at Plot no.252/2, Datta Nagar, Raut layout, New Ring Road, Katol Road, Opp.SBI ATM, Nagpur 440013.

6. CAPITAL:

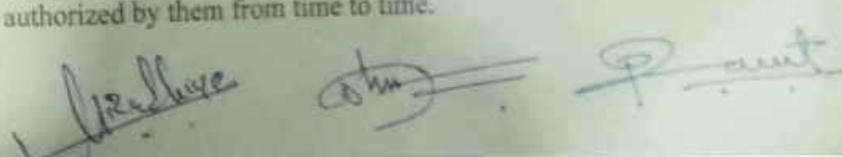
That the capital of partnership shall be contributed by the partners as per their mutual consent and as per the requirement of business.

PARTY NO.1
PARTY NO.2
PARTY NO.3

RS. 10,000.00
RS. 5,000.00
RS. 5,000.00

7. BANKERS:

That the bank account of the firm shall be opened in bank or banks and shall be operated by partners jointly by Party No.1 & 2 Only AND may be authorized by them from time to time.





8. POWER OF ATTORNEY:

That the Partner No.1 and Partner No.2 either jointly OR severally represent to any authority for the day to day working of company and for Sale/Purchase OR Agreement to Sale/Purchase of Plots, Flats etc.

9. REMUNERATION TO PARTNERS:

i. That the total remuneration payable to the working partners shall be the amount calculated at such percentage of the book profits as prescribed in clause (v) of sec.40 (b) of the Income Tax Act, 1961, and working partners shall be entitled to such remuneration in the following ratio

Party No. 1	50.00%
Party No. 2	25.00%
Party No. 3	25.00%

That working partner has liberty to review this clause as and when salary receivable under this clause, by any working partner exceeds amount of Rs.12, 00,000/- per annum.

ii The above working partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the book profits as computed under Explanation 3 to sec. 40 (b) of the Income Tax Act, 1961. It is also specifically agreed that in case of lower book profits, the remuneration payable to the working partners shall be only to the extent to reduce the income of the firm to Nil.

That party no. 1 to 2 has agreed to work in the partnership firm as working partners. It is hereby agreed that they being working partners of the firm shall be entitled to remuneration inclusive of salary, bonus and commission as under but shall not exceed Rs. 1,00,000/- per month to each of them:

10. SHARE IN PROFITS OR LOSSES:

That the Net Profit/Loss of the partnership business as per Account at the firm after deduction of all expenses and outgoings including interest and remuneration payable to the working partners, as authorized by and in accordance with the terms and conditions of this partnership deed as above shall be divided and distributed amongst the partners at the close of the accounting year in the following proportions:

PARTY NO.1	50.00%
PARTY NO.2	25.00%
PARTY NO.3	25.00%

11. ACCOUNTING YEAR:

That the books of account of the partnership shall be closed on 31st MARCH and at that time an account of assets and liabilities of the partnership shall be drawn up and profit and loss account for the year ending on that date shall be prepared.





12. LOANS:

That the partnership to meet the business requirement may raise funds by taking loans from banks or financial Institutions or from any others sources with or without the security of the assets of the partnership and as per the mutual consent from time to time. Finances to be introduced by all the partners in their profit & loss sharing ratio.

That no Partner shall encumber his share in the Partnership on the Assets of the Partnership for incurring any loans and borrowings for his own individual purpose. the same shall not be binding on the Partnership Firm and it's assets and good WILL etc.

13. The Books Profit of the firm (As defined in the Income Tax Act, 1961) shall be determined at the end of every financial year.

14. That the day to day business of the firm shall be looked after or caused to be looked after by all the partners.

15. RETIREMENT OR DEATH ETC:

That the partners cannot terminate this partnership for one Year from commencing of this partnership Deed. that any partner desiring to retire can be retired only after discharging full liabilities of the firm and partner shall have to give a notice of at least three month of his intention to retire, to the other partners and on expiry of the notice of the retiring partner and on expiry of the notice period such partner shall be deemed to have been retired from the partnership. If the partners so agree, a shorter period notice may also be accepted and partners shall be deemed to be retired.

15. That the retirement, death or insolvency of any partners shall not dissolve the firm sumoto but the remaining partner shall be entitled and authorized to continue and on the business in such mode and manner as may be agreed upon and the partners may introduced any new partners as per their will. In case of Death, legal heirs will be the new partners & be in the same proportion.

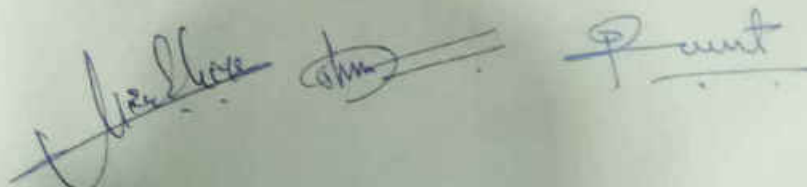
That in case of dissolution of the firm for any reason, all the assets, liabilities rights in tenancy, stock in trade, incomplete contracts will go to all the partners and shall be entitled to the amount standing to their capital account after adjusting profit or loss up to date of dissolution.

That if any partner retire or goes out for any reason from the partnership or expires, then at that time goodwill shall be considered of the firm and shall be payable towards goodwill to such partners as decided from time to time.

16. PAYMENT OF INTREST TO PARTNERS:

All the partners shall be entitled to the interest in following manner.

i) That simple interest @ 12% per annum shall be paid to all the partners on the opening credit balance only in their capital and loan or deposit account.





ii) Further in case of the books profit as determined above is lower of the interest payable, the payment of interest shall be restricted to the extent of such lower profit by reducing the above rate of interest proportionately.

iii) However, no interest shall become payable when such determination at Books profit is nil or it is loss.

17. That The Partnership shall keep and maintain or cause to be kept and maintained appropriate books and accounts wherein shall be entered all moneys received and paid and all contracts entered into and all business transacted on account of the Partnership and all other matters and things of the which account ought to be kept, according to the usual and regular course and practice of business. the Book of Accounts, Vouchers, Bill Books and all other documents pertaining to the business of the Partnership shall be kept at the aforesaid registered address of the Partnership Firm and all the Partners shall have a right and access for their inspection.

18. THAT the Firm shall be entitled to appoint any Clerk , Cashier, Accountant or any other servant or servant and staff in their own discretion and to terminate their services.

19. ARBITRATION:

That in case of any dispute between the partners with regard to the interpretation of this deed or any other matter connected with the business of the partnership, the same shall be referred to a sole arbitrator and adjudicated upon in accordance with the Indian arbitration Act. The decision of the arbitrator so appointed shall be final and binding on all the partners.

SUBJECT AND WITHOUT, prejudice to the foregoing presents the provisions of the Indian partnership Act, 1932 (as amended up to date) shall be applicable in matter not provided therein.

IN WITNESS WHEREOF, we the above named parties have set out respective hands on this agreement of partnership after fully understanding the matter contained hereinafter on this date and year written above in presence of witness

WITNESS:

1) *senyout*

2)

3)



PARTNERS TO DEED

1. Mr. Amol Laxmanrao Badhiye
(Party No. 1)

2. Mr. Ashwin Devrao Raut
(Party No. 2)

3. Mr. Pranay Devrao Raut
(Party No. 3)



ATTESTED

[Signature]
21.8.2020

Suresh Sadashiv Meshram
Advocate & Notary
Rani Durgawati Square, NIT
Complex, Flat No.A-5, 1st Floor,
Nagpur-17 Maharashtra





भारत सरकार
GOVERNMENT OF INDIA



अमोल लक्ष्मनराव बढीये
Amol Laxmanrao Badhiye
जन्म तारीख / DOB : 04/10/1978
पुल्लिंगी / MALE



8976 1052 1508

आधार - सामान्य माणसाचा अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
S/O लक्ष्मनराव बढीये, शिव मंदिर जवळ,
प्लॉट नं. १११ निवारा हाउसिंग सोसायटी महेश
नगर, काटोल रोड, नागपूर, महाराष्ट्र, ४४००१३

Address:
S/O Laxmanrao Badhiye, NEAR
SHIV MANDIR, PLOT NO 111
NIWARA HSG SOCIETY
MAHESH NAGAR, KATOL
ROAD, Nagpur, Maharashtra,
440013



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1800 300 1947

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GOVERNMENT OF INDIA



अश्विन देवराव राऊत
Ashwin Deorao Raut
जन्म वर्ष / Year of Birth : 1978
पुरुष / Male



7980 5280 7848

आधार — सामान्य माणसाचा अधिकार



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता S/O देवराव राऊत, न्यू रिंग रोड,
२५२/२, दत्त नगर गांधी ले आउट काटोल
रोड, काटोलरोड स.ओ., नागपूर, महाराष्ट्र,
440013

Address: S/O Deorao Raut, NEW
RING ROAD, 252/2, DATTA
NAGAR GANDHI LAY OUT
KATOAL ROAD, Katolroad S.O,
Katolroad, Nagpur, Maharashtra,
440013



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प्रणय देवराव राजत
Pranay Deorao Raut

जन्म वर्ष / Year of Birth : 1980
पुरुष / Male



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आधार — सामान्य माणसाचा अधिकार



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता S/O देवराव राजत, पांडे गार्डन
जवळ दत्त मंदीर जवळ, २५२/२ दत्त नगर
गांधी ले आउट काटोल रोड, काटोलरोड
म्.ओ., नागपूर, महाराष्ट्र, 440013

Address: S/O Deorao Raut, NEAR
PANDEY GARDEN NEAR DATTA
MANDIR, 252/2 DATTA NAGAR
GANDHI LAY OUT KATOL
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Nagpur, Maharashtra, 440013



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