

महाराष्ट्र MAHARASHTRA
E 1 OCT 2010
N. V. Porkuta
Stamp Vendor
Regn. No. 139-B

E 652724
24 SEP 2010
APO/Stamp RC/Sr. Clerk

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP executed on this 1st Day of October, 2010 BETWEEN (1) **Smt. Vrushali W/o. Prashant Bongirwar,** aged about 35 years, 11 A, Khare Town, Near Dhanwantri Hospital, Dharampeth, Nagpur, hereinafter referred to as Party No.1 of the First Part; & (2) **Shri. Prashant S/o Shri. Manoharrao Bongirwar,** aged about 40 years, 11 A, Khare Town, Near Dhanwantri Hospital, Dharampeth, Nagpur, hereinafter referred to as Party No. 2 of the Second Part, witness as under :

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WHEREAS the above referred Party No. 1 & Party No. 2, with the common desires with ample knowledge and experience in the field of construction & development and other allied fields, after mutual negotiations have expressed their desire to constitute the partnership and carry on business on the terms and conditions agreed to among them today i.e. dated 01/10/2010.

It is however thought proper and expedient to reduce the terms and conditions, as orally agreed to among them, governing the partnership in writing. The parties hereby declare that they constitute the firm on the following terms and conditions.

1. **NAME OF THE FIRM** : That the business of the firm shall be carried on under the name and style as " **METROCITY PROJECTS** " or any other name as mutually decided amongst the partners from time to time.

2. **COMMENCEMENT** : That the business of the firm will commence from today i.e. from date 01/10/2010.

3. **PLACE OF BUSINESS** : That the place of business of the firm shall presently be at Ground Floor, 11 A, Khare Town, Near Dhanwantari Hospital, Dharampeth, Nagpur, 440010. The parties with mutual consent may carry on business at such other place or places as may be mutually decided.

4. **CAPITAL** : That the initial fixed capital of the partnership shall be Rs. 50,000/- which is equally contributed by the parties. It is however have been agreed between the parties that the total capital of the firm shall vary to carry on the business efficiently.

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5. **NATURE OF BUSINESS** : The firm shall be engaged in the business of construction, Development of land, Sale Purchase of land/plots, brokerage, and allied items and also as a commission agent or as may be decided mutually amongst the partners from time to time.

6. **INTEREST TO PARTNERS** : Interest calculated at the rate governed and permissible by Sec. 40 (b) of the Income Tax Act, 1961, per annum shall be payable to the partners on the amount standing to the credit of the accounts of the partners. However such interest shall be payable out of profits only. In case of loss no interest shall be payable and in case of lower profit interest shall be payable only to the extent to reduce the income to NIL.

7. **REMUNERATION TO PARTNERS** : That all the parties have agreed to work in the partnership firm as working partners. It is hereby agreed that for consideration of the working in the partnership the working partners shall be entitled to remuneration inclusive of salary, bonus and commission as under :

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

   1) Smt. Vrushali Prashant Bongirwar 75%

   2) Shri. Prashant Manoharrao Bongirwar 25%

   ii) The above 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.

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8. **SHARES IN PROFIT OR LOSSES** : The parties shall share the profit and loss of the partnership firm in the following ratio.

PARTY NO.1	..	**75%**
PARTY NO.2	..	**25%**

9. **MANAGEMENT OF THE FIRM** : That the Management of the firm shall be carried out by all the parties jointly and severally or as may be mutually decided by all the partners form time to time.

10. **BANK ACCOUNTS** : The Bank accounts shall be opened in the name of the firm and it shall be operated by any of the two partners severally as may be decided form time to time.

11. **ACCOUNTS** : That the proper, full, correct and regular accounts of the Sales, Purchases, Receipts, Payments, Engagement, transactions and dealings of the firm shall be made and maintained by the firm under the direct supervision of the partners jointly and severally and the said Books of Accounts, vouchers, receipts, Securities, Papers and writings of the firms shall be kept in safe custody at the relevant and appropriate places in accordance with the requirements of the business of the partnership firm.

12. **RIGHTS AND LIABILITIES OF THE PARTNERS**: That all the partners shall have rights and liabilities in profit sharing ratio in respect of all the assets and liabilities of the firm. All the partners shall work together to carry on the business of the partnership firm to the greatest advantage of the firm and no partner shall do, execute, caused to be done or executed any act, deed or thing, which shall be detrimental to the interest of the firm in any manner.

13. **WITHDRAWALS :** That the parties shall withdraw any amount form the firm equally or as may be mutually decided and agreed between them which shall be subject to the accounts at the end of every year.

14. **DURATION OF THE FIRM :** That the duration of partnership firm shall be at will which can be dissolved by giving a months notice by any partner. No partner however, be permitted to dissolve the partnership firm by giving notice of dissolution or by initiation action for its dissolution through court, if any contract obtained in the name of the firm or any of its partner is in pipeline. In such situation, the partner not willing to continue as a partner in the firm can retire from the partnership and on such retirement the other partners can carry on the business Secondly in the event of death of any party, the partnership shall not dissolve, the legal representatives of the deceased party shall be deemed to the partner in his place to the extent of his respective share in the partnership Similarly the firm shall not dissolve for any reason whatsoever and the business shall be carried out by the partners as per mutual consent. In case any party desiring to retire from the partnership or creating any dispute, he shall only be entitled to his right in the share in the partnership business and the business shall be taken over by the remaining partners.

15. **ACCOUNTING YEAR :** The accounting year of the firm shall be as per the financial year, i.e. it will start on first day of April of each English calender year and will end on thirty first day of march of the same year. The profit or the loss, as the case may be, shall be distributed in the accounts of the parties at the expiry of each accounting year.

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16. That for the purpose of any other matters not covered in this Deed. The provisions of Indian Partnership Act, 1932 shall be applicable.

IN **W**ITNESS **WHEREOF** the parties have set their respective hands hereunto at Nagpur on the date, month and year, hereinabove first referred with full knowledge of the fact and contents of this instrument using their complete free will and in absence of any kind of misrepresentation or undue influence before the attesting witnesses.

WITNESSES:

1. _____ PARTY NO.1 Bongirwar
(Shri M.G. BONGIRWAR) (Smt. Vrushali W/o. Prashant Bongirwar)

2. सौ. उषा बोनगिरवार PARTY NO.2 _____
(Smt. U. M. BONGIRWAR) (Shri Prashant S/o. Manoharrao Bongirwar)