ORIGNAL

ORIGINAL
PARTNERSHIP DEED

TARMAL INFRA



महाराष्ट्र MAHARASHTRA ◐ 2021 ◐

NAGPUR TREASURY
BK 314684
05 JUL 2022
Head Clerk / Sr. Clerk

NOTARIAL REG.
ENTRY NO. 3238
DATE 22 AUG 2022

RETIREMENT DEED OF PARTNERSHIP

This Deed of Partnership executed at Nagpur on this 06th day of July 2022, in

Between

1) **MUSTAFA S/O. ZOEB BHAI GULZAR,** aged about 49 yrs, R/o. 4th Floor, Falak Plaza, Opp Sunil Hotel, Bhandara Road, Nagpur-440002. (hereinafter referred to as PARTY NO. 1) (PAN No.: AMXPS9555R); (Continuing Partner)

2) **YOUSUF S/O. HASANALI BAHRAINWALA,** aged about 49 yrs, R/o. 4th Floor, Falak Plaza, Opp Sunil Hotel, Bhandara Road, Nagpur-440002. (hereinafter referred to as PARTY NO. 2) (PAN No.: AFXPB2883E) (Continuing Partner)

3) **ZOHER S/O. ZAHID HUSAIN SAIFEE,** aged about 50 yrs. R/o. Murtaza Manzil, Bhaji Mandi Road, Kumbharpura, Budhwari, Nagpur-440002.(hereinafter referred to as PARTY NO. 3) (PAN No.: AVRPS4846A) (Continuing Partner)

SEAL OF NOTARY ★ SHAILESH V. GORE ★ NAGPUR (M.S.) INDIA REGN NO. 7329 ★ GOVT. OF INDIA

१) दस्ताचा प्रकार/अनुच्छेद क्रमांक	भागीदारीपत्र
२) दस्त नोंदणी करणार आहेत काय ?	नोंद नाही
३) नोंदणी होकार असल्यास मुल्यांकन विवरण कार्यालय नाव	एक विवरण पत्र
४) निरसनाचे वर्णन	
५) मोबदला रक्कम	
६) मुद्रांक विक्रेता ठिकाणाचे नाव	तारमल इंदुल
७) दस्ताचा पक्षकारांचे नाव	योगेश गहलोत
८) दस्त अस्तित्वात येण्याचे ठिकाण व पत्ता	
९) मुद्रांक शुल्क रक्कम	५००
१०) मुद्रांक दि.बी.ओ.एस.आय. क्रमांक	१०८७७६ दि. 6 JUL 2022
११) मुद्रांक विक्रेता परवाना क्रमांक	

पी. पी. टाकरे

मुद्रांक विक्रेता वर्ग २/८५, कोड नं. ४४०१०५

जिल्हाधिकारी परिसर, सार्वजनिक, नागपूर (ग्रामीण)

4) **TASNEEM W/O. YOUSUF BAHRAINWALA,** aged about 45 yrs, R/o. 4th Floor, Falak Plaza, Opp Sunil Hotel, Bhandara Road, Nagpur-440002. (hereinafter referred to as PARTY NO. 4) (PAN No.: AYZPB2338P) (Retiring Partner)

5) **FATEMA W/O. MUSTAFA GULZAR,** aged about 43 yrs, R/o. 4th Floor, Falak Plaza, Opp Sunil Hotel, Bhandara Road, Nagpur-440002. (hereinafter referred to as PARTY NO. 5) (PAN No.: ATZPS8658L) (Retiring Partner)

6) **TASNEEM W/O. ZOHER SAIFEE,** aged about 41 yrs. R/o. Murtaza Manzil, Bhaji Mandi Road, Kumbharpura, Budhwari, Nagpur-440002.(hereinafter referred to as PARTY NO. 3) (PAN No.: DSFPS0594P) (Retiring Partner) witnesseth as under: -

WHEREAS the Parties above referred PARTY NO.1 to PARTY NO.6 carried on business in Partnership vide Partnership Deed dated 02-07-2019 under the name & style of M/s Tarmal Infra at Tarmal Plaza, Opp Thakkar Courier, Machisath, Reshomoli, Budhwari, Nagpur-440002.

AND WHEREAS the Party No. 4 (Mrs. Tasneem Yousuf Bahrainwala), Party No. 5 (Fatema Mustafa Gulzar), and Party No. 6 (Tasneem Zoher Saifee) has expressed their desire to retire from business w.e.f 30-06-2022.

AND WHEREAS the Party No. 1 Mustafa Zoeb Bhai Gulzar, Party No. 2 Yousuf Hasanali Bahrainwala, Party No. 3 Zoher Zahid Husain Saifee, have given their consent for retirement from Partnership Firm.

AND WHEREAS the remaining partners has decided mutually and agreed to continue the said partnership business smoothly and profitably with some amended terms and conditions w.e.f. 01-07-2022 it is therefore thought proper and expedient to reduce the said revised and amended terms and condition in writing as under:-

NOW THERFORE THE PARTIES WITNESSETH AS UNDER:

1. **NAME OF THE FIRM :**

THAT, the partnership business shall be carried under the name and style of M/s. TARMAL INFRA.

2. **PLACE OF BUSINESS :**

THAT, the principle place of the business shall be at Tarmal Plaza, Opp Thakkar Courier, Machisath, Reshomoli, Budhwari, Nagpur-440002. The partners, if so mutually consents, may carry on business at such other place or places as may be deem necessary and desirable from time to time.

3. **COMMENCEMENT OF BUSINESS:**

That the business of the firm under revised constitution shall commence from 01-07-2022.

4. **NATURE OF BUSINESS :**

THAT the business of Partnership Firm shall be that of Selling of Commercial & Residential Plots and Lands, Building & Development of Dwelling Units consist of commercial blocks, shops etc., Residential Flat & Civil Construction. THAT the Partners with mutual consent may also take up and carry on such other trade, business or industry as may be considered and desirable by partners from time to time.

5. **DURATION OF THE FIRM :**

That, the partnership is not for a fixed period, but shall continue at the will of the parties.

6. **CAPITAL/INVESTMENT :**

THAT the fixed capital of the partnership shall be initially contributed by the partners as follows:

SR.NO.	PARTY	CONTRIBUTION
1.	PARTY NO.1	16,500.00
2.	PARTY NO.2	16,500.00
3.	PARTY NO.3	17,000.00
	T O T A L	**50,000.00**

It is agreed by the parties that they shall contribute further capital as per requirements.

7. BOOKS OF ACCOUNTS :

That, the accounts of retiring partners has been settled upto 30-06-2022.

That the business of the firm shall take over the running business hereto carried on by the old firm as a going concern by accepting all its assets and liabilities as per their book value as on 30-06-2022.

That, the books of account shall be maintained or cause to be maintained properly and in perfect condition. Each party shall have free access to them at all times and shall be at liberty to take such extracts therefrom as they may need from time to time.

8. YEAR OF ACCOUNT :

That, the account of the firm shall be closed on 31st March every year. At the close of accounting year after counting of stock, expenses, profits and losses shall be drawn and assets and liabilities shall be determined accordingly.

9. SHARE IN PROFIT AND LOSSES :

THAT the net profits or net loss of the partnership business, as per the accounts of the firm, after deduction of all expenses, outgoing, and remuneration payable to working partners, as authorized by and in accordance with the terms of this partnership deed, shall be divided and distributed amongst the partners at the close of accounting year in the as per given below:-.

SR.NO.	PARTY	PROFIT	LOSS
1.	PARTY NO.1	33.33%	33.33%
2.	PARTY NO.2	33.33%	33.33%
3.	PARTY NO.3	33.33%	33.33%
	TOTAL	**100%**	**100%**

10. BANKERS :

THAT the firm may open Bank Account/s with such bank/s and at such places as the parties deem necessary in the interest of the Partnership business and all such Account/s shall be operated jointly or severally. None of the partner of the firm is authorized to obtain the Loan in the name of the Firm or his personal name by mortgaging the properties of Firms with any Banker, Financial Institution, Money Lender or any individual without the written consent of all the partners.

11. RIGHTS AND RESPONSIBILITIES :

THAT each party shall be just and faithful to the other party in all transactions and things relating to the partnership and at all times render the other party a just and faithful account of the partnership business and also upon every reasonable request, furnish a full and correct explanation thereof to the other party.

12. DISSOLUTION OF THE FIRM

THAT if any of the partners desires to retire from the Partnership Business, he shall be in a position to do so by giving a notice of at least one month to all other partners. In case other partners agree, shorter notice may also serve the purpose.

THAT in the event of death or retirement of any of the partners, the legal heir or heirs of the deceased partner shall be entitled to continue the business on the same terms and conditions of this partnership deed with the surviving partner or otherwise demand for dissolution of the firm.

13. REMUNERATION TO THE PARTNERS

That all the parties has agreed to work in the partnership firm as working partner. It is hereby agreed that all the parties are entitled to a remuneration inclusive of salary, bonus and commission as under :

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

and they shall be entitled to such remuneration as per given below Ratio

SR.NO.	PARTY	Ratio
1.	PARTY NO.1	33.33%
2.	PARTY NO.2	33.33%
3.	PARTY NO.3	33.34%
	TOTAL	**100%**



14. INTEREST TO PARTNERS :

THAT no interest shall be allowed on the capital invested by the partners and likewise no interest shall be charged on the withdrawals of the parties.

15. REFERENCE TO ARBITRATION

THAT if under any circumstances any dispute arises between partners, the same shall be referred to His Holiness Dr. Syedna Aali Qadar Mufaddal Saifuddin (t.u.s.) or his nominee or successors(s) of His Holiness and their Nominee(s) and decision of His Holiness or His Nominee or successor(s) will be final and binding on all the partners.

16. GENERAL CLAUSES

(i) THAT all the partners are authorized to appear for and represent the firm jointly or severally before any government or semi government office and department, railways, statutory bodies etc. to all auctions, tenders intends and purpose in or outside India, in connection with its said business and all affairs ancillary or incidental there to and to sign all contracts and orders and other documents, letters receipts, papers, and writing whatsoever and to conclude all bargains and deals, to accept all estimates tenders , quotation etc. to

settle all disputes and difference in connection with its said tender business and affairs.

(ii) That for any other matter for which no provision is made in this Partnership Deed, the same shall be governed by the Indian Partnership Act, 1932.

Unless there is anything inconsistent with the context, parties shall mean and include their respective heirs, legal representatives, executors, administrators, successors and assignees.

IN WITNESS WHEREOF the parties hereto have set their respective hands and signed this DEED OF PARTNERSHIP at Nagpur on the day, month and year first above mentioned with full understanding of the fact and without any misrepresentation or undue influence before the attesting witnesses signing as such.

WITNESS:

1). **MUSTAFA ZOEB GULZAR**
(PARTY NO. 1)

2). **YOUSUF HASANALI BAHRAINWALA**
(PARTY NO. 2)

ZOHER ZAHID HUSAIN SAIFEE
(PARTY NO.3)

TASNEEM YOUSUF BAHRAINWALA
(PARTY NO.4)
(Retiring Partner)

FATEMA MUSTAFA GULZAR
(PARTY NO.5)
(Retiring Partner)

TASNEEM ZOHER SAIFEE
(PARTY NO.6)
(Retiring Partner)

SEAL OF NOTARY ★ SHAILESH V. GORE ★ Dist. NAGPUR Reg. No. 7329 ★ GOVT. OF INDIA ★

ATTESTED
22
SHAILESH V GORE
Notary
Nagpur Distt. (M.S.)
INDIA
22 AUG 2022

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