



MAHARASHTRA

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जिल्हा कोषागार कार्यालय,  
ठाणे  
15 SEP 2017  
मुद्रांक प्रमुख लिपीक / लिपीक

प्रतिज्ञापत्र/प्रतिज्ञापत्रा व्वतिरिक्त	
दस्तावा प्रकार/अनुच्छेद	कि Permanent Deed
दस्त नोंदणी करणार आहेत का?	No
नोंदणी करणार असल्यात दुय्यम निबंधक कार्यालयाचे नांव	-
मिळकतीचे वर्णन	-
मोबदला रक्कम	-
मुद्रांक विकत घेणाऱ्याचे नांव	Shree Samudhi Corporation
दुसऱ्या पक्षकाराचे नांव	
हस्ते असल्यास त्याचे नांव व पत्ता	Shaved Bharate
मुद्रांक शुल्क रक्कम	500
मुद्रांक विक्री नोंदवती अनु. क्रमांक/दिनांक	31987 28 SEP 2017
मुद्रांक विकत घेणाऱ्याची सही	[Signature]
परवाना प्राप्त के मुद्रांक विकेत्याची सही	[Signature]
विक्रीचे दिनांक 15 SEP 2017. यात H. मोनावणे (प. न. १२०१०५१) द्वारा-अड. विक्रम भात्रे (नोटरी), सिटी आर्केड, प्लॉट नं. B / 28, खार्घार तालोजा रोड, सेक्टर-१२, कोपरखेरणे, नवी मुंबई, पं. १८६७२१८५१२	

**PARTNERSHIP DEED**

**THIS DEED OF PARTNERSHIP** made and entered into at Mumbai on this 3RD day of October in the Christian Year Two Thousand Seventeen, by and between,

**SHRIMATI SEEMA VIJAY NIKAM**, aged about 35 years, Indian inhabitant, residing at FLAT NO. B -103, DNYANESHWARI CHS, PLOT NO. B / 28, KHARGHAR TALOJA ROAD, SECTOR-12, NAVI MUMBAI - 410210, Party of the **First Part** (which shall unless repugnant to the context, include his heirs, executors assigns and administrators)



Handwritten signatures: Hanumad, [Signature], Seema, Mani



2. **SHRI RAJENDRA GULABRAO DHANAWADE**, aged about 42 years, residing at FLAT NO. 903, 9TH FLOOR, KALINGA, NEELKANTH KINGDOM, VIDYAVIHAR (WEST), MUMBAI- 400086, Party of the **Second Part** (which shall unless repugnant to the context, include his heirs, executors assigns and administrators)
3. **SHRI NIRMAL GANPATLAL LODHA**, aged about 43 years, residing at FLAT NO. 1704, 17TH FLOOR, BOULEVARD-3, THE ADDRESS, L. B. S. MARG, GHATKOPAR (WEST), MUMBAI - 400086, Party of the **Third Part** (which shall unless repugnant to the context, include his heirs, executors assigns and administrators) **AND**
4. **SHRI MOHIT GULABRAO JAGTAP**, aged about 29 years, residing at FLAT NO. 701, AADHAR HEIGHTS, KARVE ROAD, DOMBIVALI (WEST), DIST THANE - 421202, Party of the **Forth Part** (which shall unless repugnant to the context, include his heirs, executors assigns and administrators)

**WHEREAS THE PARTIES HERETO desires** to carry on business of Real Estate Developers, Construction of Residential & Commercial Complex.

**WHEREAS THE PARTIES HERETO** have proposed to join hands and form a partnership firm under the name and style of "**SHREE SAMRUDDHI CORPORATION**" on the following terms and conditions and have proposed to execute this deed.

**WHEREAS THE PARTIES HERETO** are desirous of recording the terms and conditions on which they have agreed to carry on business in

Rajendra

Nirmal


Mohit

Mansi

the firm name of "**SHREE SAMRUDDHI CORPORATION**" with effect from 3<sup>RD</sup> day of October 2017.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT HAVE BECOME PARTNERS UPON THE TERMS AND CONDITIONS RECORDED HEREIN NAMELY:-**

1. The firm name of the partnership shall be "**SHREE SAMRUDDHI CORPORATION**".
2. The partnership as constituted under this deed shall be deemed to have commenced on and from 3<sup>RD</sup> day of October 2017.
3. The Partnership business shall be business of Real Estate Developers, Construction of Residential & Commercial Complex, and such other activity as decided from time to time mutually.
4. The duration of the partnership shall be **AT WILL**.
5. The business of the partnership shall be carried on in the name and style of "**SHREE SAMRUDDHI CORPORATION**" and/ or such other name or name as the partners may from time to time decide unanimously.
6. The capital of the partnership firm shall be Rs.1,00,000/- [Rupees One Lakhs Only] or any other amount that the parties may decide mutually from time to time. The parties shall contribute from time to time such amount by way of capital as may be deemed necessary or expedited for efficiently carrying on business of the partnership. The Capital would be

  
Humayun      M. M. M.      Sonika      Jan



contributed as per the following table by each of the partners. Each of the partners shall be entitled to interest at the rate of 12% per annum on the amount of capital standing his/her credit in account of the firm from time to time. The rate of interest may be revised in accordance with the provisions of the Income Tax Act, 1961.

Sr. No.	Name of the partners	Amount of capital
1	SEEMA VIJAY NIKAM	<b>50000</b>
2	RAJENDRA GULABRAO DHANAWADE	<b>17000</b>
3.	NIRMAL GANPATLAL LODHA	<b>16000</b>
4.	MOHIT GULABRAO JAGTAP	<b>17000</b>
	<b>TOTAL</b>	<b>100000</b>

7. It is agreed by and parties hereto that all the partners shall be working partners and have agreed to devote their time and attention for the conduct of the affairs of the business of the partnership. The working partners shall be entitled to remuneration as here in under provided. However the partners may decide not to pay remuneration to working partners mutually by amending the partnership deed.
8. The remuneration payable to working partners shall be worked out as per the provisions of Section 40B of the Income Tax Act, 1961 at the end of each financial year and the same shall be credited to the working partners current/capital account as per their profit sharing ratio. The partners may draw the amount that may be mutually agreed by the partners during the year. The partners may mutually decide not to pay remuneration to any/or all partners.

Ahnamad

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9. The net profit or loss of the partnership arrived, at after providing for payment of remuneration, if any, to the working partners and interest to partners as provided herein shall be divided among the partners in the following shares and proportions:-

Sr. No.	Name of the partners	Share in percentage
1	SEEMA VIJAY NIKAM	50%
2	RAJENDRA GULABRAO DHANAWADE	17%
3.	NIRMAL GANPATLAL LODHA	16%
4.	MOHIT GULABRAO JAGTAP	17%
	<b>TOTAL</b>	<b>100%</b>

10. If any partner shall advance any sum of money to the partnership firm over and above his due contribution to capital, the same shall be debts due from the firm to the partner advancing the same and shall carry interest at the rate 12% per annum and this sum including interest have priority claim over balance outstanding in capital/current account of the partners.

11. Each partner may during the continuation of the partnership draw out of the partnership account the monthly or otherwise sum on account of the share of profit as the partners may decide.

12. The bankers of the partnership shall be such bank or banks the partners may from time to time unanimously agree upon.

Shrinamad

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13. All partnership monies not required for current expenses and securities for money shall as and when, received be paid and deposited into bank account to the credit of the partnership account. All cheques on such bank account shall be drawn and such bank account shall be operated in the firm name by the partners as provided above.
14. The principal office of the partnership shall be at FLAT NO. 903, 9TH FLOOR, KALINGA, NEELKANTH KINGDOM, VIDYAVIHAR (WEST), MUMBAI - 400086. The business of the firm may be carried on at any other place or places which partners may unanimously agree upon.
15. On the determination of the partnership or the change in constitution of the partnership, howsoever caused, outgoing partner shall not be entitled to goodwill and tenancy rights of the partnership and shall not have any claim, any right, title or interest therein.
16. The accounting year of the partnership end on 31<sup>st</sup> March of each year. On 31<sup>st</sup> March 2018 and 31<sup>st</sup> March in every succeeding year during the subsistence of the partnership an account shall be taken of the capital, assets, debts and liabilities for the time being of the partnership and a balance sheet and a profit & loss account shall be prepared and signed by the partners. The accounts shall be got audited from the Chartered Account to be appointed by the partners.
17. Each partner shall be entitled to nominate one of his legal heirs as nominee to be admitted in partnership firm in case of death of partner.

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M. K. K.

S. V. K.

M. J.



18. Each partner shall:-

- a. Diligently attend to the business of the partnership and faithfully engage him therein;
- b. Punctually pay his separate debts and indemnify the other partners and the firm against the same and all expenses on account thereon;
- c. Forthwith pay all monies, cheques and negotiable instrument received by him on account of the firm in to the firm bank account;

19. Every partner at all times gives to the other partner's full information and truthfully explanation and account on all matters relating to the affairs of the partnership and afford every assistance in his power in carrying on the business of the partnership for their mutual advantage.

20. No partner shall without the consent of the others:-

- a) Engage or except for gross misconduct, dismiss any employee of the partnership;
- b) Employ any of the monies, goods or effects of the partnership pledge the credit thereof expect in the ordinary course of business and account or for the benefit of partnership;

Hammond

M. L. H.

Switzer

Yani



- c) Lend any monies or deliver upon the credit any of the goods of the firm to any person or persons whom any partner shall have previously for bidden;
- d) Give any securities or promise for payment of money on account of the firm except ordinary course of business;
- e) Draw, accept or endorse any bill of exchange, hundi, promissory note or other negotiable instrument on account of the firm;
- f) Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the partnership property may be endangered;
- g) Assign, mortgage or charge his share in the partnership of the assets or the profit of the firm or any part thereof or make any person a partner with him therein;
- h) Compromise or compound or release or discharge any debt due to the partnership.

Any partner committing breach of any of the foregoing stipulation shall indemnify the others of them and the firm against all losses and expense of account thereof.

21. Upon the determine of partnership, however caused, a full and general account shall be taken of all assets, credits, debts and liabilities of the partnership and all transaction and billing thereon and such assets and credits of the partnership shall be sold, realized and got in with all convenient speed and proceeds thereof applied in paying in discharging the debts and liabilities of the partnership and expenses of an incidental to the premises and the winding up so the partnership affairs

Rammanah M. K. S.

S. V. S.

M. S.



and the balance remaining thereafter shall be applied in paying to each partners' unpaid profits which may be due to him and his share capital of the partnership and the balance, if any, of such proceeds shall be divided between the partners in the profit of the partnership. The partners respectively shall execute, do and concur in all necessary or proper instruments, acts, matters and things for effecting or facilitating the sale, realization and getting in of the partnership assets and credits and due application and division of the proceeding thereof and for their mutual release or indemnity or otherwise.



22. All disputes and questions whatsoever which shall either during subsistence of the partnership or afterwards arise between the partners or between one or more of them and the legal representative of other or others or between their respective representatives touching this deed or the construction or application thereof are any clause or thing herein contained or any account, valuation or division of assets, debts or liabilities to be made hereunder or as to any account, valuation or division of assets, debts or liabilities to be made hereunder or as any other matter in any way relating to the partnership business or the affairs thereof or the rights, duties or liabilities of any person under this deed shall be referred the arbitration of a single arbitrator in case the parties agree upon otherwise to two arbitrators one to be appoints one to be appointed by each party to the difference in accordance and subject to the provision of the Indian Arbitration and Reconciliation Act,2004, or any statutory modification thereof for the being in force.

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IN WITNESS THEREOF the parties have hereunto set and subscribed their respective hands the day and year first herein above written,

**SIGNED, SEALED AND DELIVERED**

By the within named

**SHRIMATI SEEMA VIJAY NIKAM**

Seema

In presence of

1) Mr. Bhushan Suresh Bagul

Bhushan

2) Mr. Sagar Anil More

Sagar



**SIGNED, SEALED AND DELIVERED**

By the within named

**SHRI RAJENDRA GULABRAO DHANAWADE**

Rajendra

In presence of

1) Mr. Bhushan Suresh Bagul

Bhushan

2) Mr. Sagar Anil More

Sagar

**SIGNED, SEALED AND DELIVERED**

By the within named

**SHRI NIRMAL GANPATLAL LODHA**

Nirmal

In presence of

1) Mr. Bhushan Suresh Bagul

Bhushan

2) Mr. Sagar Anil More

Sagar

**SIGNED, SEALED AND DELIVERED**

By the within named

**SHRI MOHIT GULABRAO JAGTAP**

Mohit

In presence of

1) Mr. Bhushan Suresh Bagul

Bhushan

2) Mr. Sagar Anil More

Sagar

**BEFORE ME**

Sony  
16/07/22



**S. M. N. Naqvi**  
NOTARY, Govt. of India  
49, Roshan Estate, Jari Mari,  
Kurla (W), Mumbai - 70