

### INDIA NON JUDICIAL

# **Government of Karnataka**

#### e-Stamp

Certificate No.

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IN-KA98478081582594T

Certificate Issued Date

08-Apr-2021 12:12 PM

**Account Reference** 

NONACC (BK)/ kakscub08/ BASAVANAGUDI1/ KA-BN

Unique Doc. Reference

SUBIN-KAKAKSCUB0868292590348802T

Purchased by

DHWAJ K CHHAJED

**Description of Document** 

Article 40(A) Partnership:(without immoveable property)

Description

DEED OF PARTNERSHIP

Consideration Price (Rs.)

: 0 (Zero)

First Party

: DHWAJ K CHHAJED

Second Party

: ABHISHEK CHHAJED

Stamp Duty Paid By

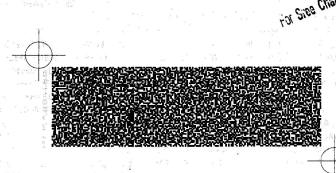
DHWAJ K CHHAJED

Stamp Duty Amount(Rs.)

2,000

(Two Thousand only)





Please write or type below this line PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP ENTERED AT BANGALORE ON THIS THE 09th DAY OF APRIL, 2021 (09-04-2021), BY AND BETWEEN:

1. Mr. Dhwaj K Chhajed, S/O Kamalesh Kumar V Chhajed,

Aged about 20 years, residing at No. 100/7, Bull Temple Road, Bangalore-560019.

(Hereinafter called as PARTY OF FIRST PART)

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#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Hold Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority.

## **AND**

**2. Mr. Abhishek Chhajed, S/O Dungarchand Chhajed,**Aged about 35 years, residing at No-1, 3rd Cross, 2nd Main Road, Azad Nagar, Near Ayyappa Temple, Chamrajpet, Bangalore- 560018. (Hereinafter called as PARTY OF SECOND PART)

WHEREAS the terms FIRST PARTY and SECOND PARTY wherever the context permits or admits shall mean and include their legal heirs, legal representatives, administrators, nominees, assignees, successors etc.

WHEREAS both the parties hereto have agreed to form a partnership and desire to reduce the terms and conditions of this partnership in writing.

# NOW THIS PARTNERSHIP DEED WITNESSETH AS UNDER:

- FIRM NAME AND PLACE OF BUSINESS: The name of the firm shall be MAHARAJA FOODS, and shall be situated at No. 46, West Anjaneya Temple Street, Gandhi Bazaar, Bangalore 560004. The partners shall be at liberty to change the name and / or the place of business as mutually decided by them in the future.
- 2. <u>BUSINESS:</u>The Partnership shall engage in the business of Food Products, Spices, Agricultural Products and other related business activities, and to do such other activities and business as the partners may decide from time to time. The business of the partnership may also be altered or changed as may be mutually agreed upon by the parties hereto.
- 3. <u>COMMENCEMENT:</u>The date of commencement of this partnership shall be 09-04-2021 (Ninth April Two Thousand Twenty One).
- 4. **DURATION:** The duration of the partnership shall be "AT WILL"
- 5. <u>CAPITAL</u>:Both the partners shall contribute to the capital requirement of the partnership business, as and when required. The capital contribution made by the partners shall carry interest at a rate not more than 18% p.a.
- 6. **LOANS FROM PARTNERS:** The partners may bring in funds in the specific form of loans as distinguished from their capital contribution, as and when required by the partnership. Such loans shall carry interest at such rates as may be decided by the parties hereto.
- 7. <u>MANAGEMENT:</u>Both the parties hereto shall be working partners. They shall work for the partnership and all the management decisions shall be taken by mutual consent.
- 8. <u>BANK ACCOUNTS:</u> This Partnership Firm shall open such bank accounts as necessary with any bank. All such bank accounts shall be operated upon JOINTLY by both the Partners.

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9. PROFIT SHARING RATIO: The profit and loss of the partnership shall be determined after providing for all expenses of the business including inter-alia the interest and remuneration paid or payable to the partners. The same shall be divided in the following manner:

Name of partner	Profit sharing Percentage
A B	50%
	50%
	100%
Total	100%

10. <u>REMUNERATION TO PARTNERS:</u>Both the partners shall be the working partners of the firm. The remuneration payable to them shall be the aggregate of the amount mentioned in 'a', and 'b' below:

	90% of Book Profit or Rs.1,50,000/-whichever is more
(b) On the balance of Book Profit	60% of Book Profit

For the purposes of this clause 'book profit' shall mean the net profit as shown in the profit and loss account for the relevant year, as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such amount has been deducted while computing the net profit.

Of the total remuneration payable to the working partners as above, the same shall be divided equally amongst the partners.

The partners shall be entitled to draw mutually agreed amounts every month towards their share of remuneration. The difference between the actual remuneration payable and the amount withdrawn towards remuneration during the year shall be transferred to their capital account.

- 11. <u>DRAWINGS:</u> The partners may draw out of the funds of the partnership such sums as may be agreed upon by them for their personal use. Such sums so drawn shall be debited to the respective partners' capital account.
- 12. <u>BOOKS OF ACCOUNT:</u> All necessary and proper books of account shall be maintained at the place of business or such other place as may be decided by the mutual consent of the partners. The books of account shall be closed on the 31st day of March each year and profit and loss account, and balance sheet drawn up as on that date.
- 13. **LOANS AND BORROWINGS:** All loans and borrowings in the name of the partnership firm shall be made with the consent of all the partners herein.

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- 14. <u>PERSONAL USE OF FUNDS:</u> No partner shall use the funds of this partnership for his personal use. All funds collected for and on behalf of the partnership shall be promptly handed over to the partnership and the personal utilization of the same is expressly prohibited.
- 15. **GOODWILL:** If any partner decides to withdraw from the partnership firm, he shall not be entitled to any goodwill of the said business.
- 16. <u>DUTIES OF PARTNERS</u>: a) The partners shall be just and faithful to each other in their dealings and transactions during the course of the business of partnership and shall carry on the same to the greatest advantage of the firm. (b) The partners shall be morally and legally bound to pay their personal debts from their own resources, and shall indemnify the partnership and the other partner from all damages and losses arising out of such personal debts. (c) None of the partner shall without the consent of the other partners, sell, mortgage, assign or otherwise part with his share or interest in the partnership.
- 17. <u>ADMISSION OF NEW PARTNER/S</u>: The parties hereto may by mutual consent decide to induct any new partner upon such terms and conditions as may be agreed upon in writing.
- 18. **RETIREMENT:** Any partner may decide to retire from the partnership after giving notice in writing conveying his intention to retire from the partnership.
- 19. <u>AMENDMENTS:</u> The partners may by mutual consent, amend, alter or add to any of the clauses to the partnership deed.
- 20. <u>INDIAN PARTNERSHIP ACT, 1932:</u> Subject to the aforesaid, the provisions of the Indian Partnership Act, 1932 shall apply to any matters not specifically provided for herein.

**IN WITNESS WHEREOF** the partners named above have affixed their respective signatures to the deed in the presence of the witnesses hereunder on the date above mentioned.

WITNESSES:

1-Kamaleih 12, Nagattypet Bangalore 560002 **EXECUTANTS:** 

A FIRST PARTY Bhhajed

2 Kuchalraj afu MER loway Korena Agrahaza Bangalore-560017

B SECOND PARTY