



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 26th Day of April 2023 between:

1. Shri Yishnu Kumar Gupta S/o Ram Gopal Agarwal, aged 43 years, Resident of B-27-28, Gokul Vatika, Near Jawahar Circle, Jaipus Rajasthan, 302018, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees.

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2. Shri Mukesh Yadav S/o Shri Gopal Lal Yadav , Aged 38, R/o Village Muhana, Tehsil Sanganer, Jaipur -302029 , which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees.

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Party

3. Sunil Nandwana S/o Shri Babu Lal Nandwana, Aged 43, R/o 51 Muhana, Jaipur -302029, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees.

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क्मांक 345 दिनाक 25 4 2020 र राजस्थान स्टाम्प अधिनियम 1998 मन्तर्गत कता का नाम Dev Bhaaru (1) आधारभूट पवस्टेन्स अधिनियम 1998 मन्तर्गत स्टाम्प राशि पर प्रभारित अधिमार पिता का नाम Developed (1) आधारभूट पवस्टेन्स अधिनियम 1998 मन्तर्गत पिता का नाम Developed (धारा ३ क एक ल्या पिता मर्वाचन हेतु (धारा ३ ख) प्रकार का प्रमा पिता मर्वाचन हेतु (धारा ३ ख) प्रकार का उठा र राजस्थान स्टाम्प क्रिकार स्टाम क्रिकार स्टाम क्रिकार स्टाम क्रिकार स्टाम क्रिकार स्टाम क्रिकार स्टा

सा स्ट्राप विक्रणा सा.चं. 113/2011-12 84/383, श्रीरा पश्च श्रानसरोवर जयपर

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MALEREAS the above mentioned parties intended to carry on business in partnership of purchase, sale and development of land, allotment of pattas, construction of all kinds of building and shopping malls, developing complexes, colonies, vihar working as real estate dealer etc. under the name and style of **DEV BHOOMI DEVELOPERS** and WHEREAS, the Parties here to hereby mutually desired that the terms & conditions

of this partnership be reduced to writing to avoid any sort of misunglerstanding amongst them in future.

NOW THIS INDENTRUE WITNESSES AS UNDER:

1. That the partnership shall be deemed to have commenced with effect from 26th April 2023.

- 2. That the business of partnership shall be carried on under the name and style of **DEV BHOOM! DEVELOPERS** or such other name and style as may be decided by the parties from time to time.
- 3. That the Principal place of the partnership business shall be situated at 158 Mahaveer Nagar B, Near Baba Paradise, Golyawas Jaipur Rajasthan 302020 or such other place/ places as the parties may

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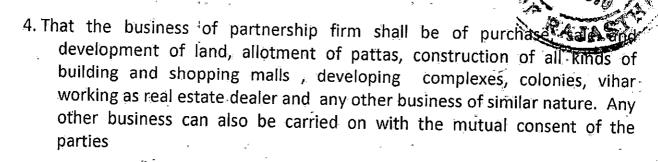
For Dev Bhoomi Developers

Partner

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- 5. (A) Necessary capital as well as further funds required for the purpose of the partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time. Interest at the rate of 12% per annum or such higher or lower rate as may be maximum prescribed under section 40 (b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the income tax assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the account of the partners. Such interests shall be calculated and credited to the account of each partner at the close of the accounting year.
 - (B) However, in case of loss or lower income, rate of interest will be reduced proportionately so as to make the income as NIL
 - (C) The Partners will be allowed to withdraw-from their Current Accounts the credit of profit and such other sums from time to time
 - 6. The net profit of the partnership firm as per the accounts maintained by the firm after deducting all expenses relating to business of the partnership including rent, salaries and other establishment expenses as well as interest to the partners in accordance with the clause of this Deed of partnership shall be divided and distributed amongst the partners on the close of the accounting year in the following ratio:

O1. Shri Vishnu Kumar Gupta 40.00%O2. Shri Mukesh Yadav 40.00%.

03. Shri Sunil Nandwana 20.00%

The loss if any, including loss of capital suffered in any year shall also be apportioned in above proportion.

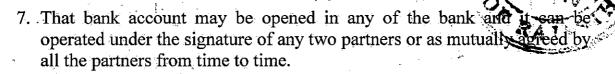
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- 8. Proper and regular accounts of the affairs and transaction of partnership business shall be maintained and kept at the principle place of the business of the partnership or any other place as mutually agreed between the parties and each partner shall be at liberty to examine, inspect and to take copies and extracts there from either personally or through his authorized agent.
- 9. The firm shall observe "FINANCIAL YEAR" as accounting year. Every year FINAL (ANNUAL) ACCOUNTS of all the assets & liabilities and of the profit/loss of the partnership business shall be prepared.
- 10. All the partners of this agreement shall be just and faithful to each other and shall render to each other true & correct account of the affairs of the firm.
- 11. The partners of this agreement shall keep the firm effectively indemnified against their separate debts & liabilities.
- 12. That if any clause(s) of this partnership deed is are at any time found inconsistent with the terms and conditions of the agreement to be made with financial institutions (Viz. BANK, FI, NBFC etc.) Such clause(s) shall have no effect during the currency of loan provided by said financial institution.
- 13. That a new partner or partners can also be included in the partnership firm with the mutual consent of all the parties on such terms and conditions as may be agreed by the partners.
- 14. That the partnership is AT WILL and any party can retire from the partnership by giving one month notice in writing.
- 15. That any two partners is authorised to represent and submit documents etc. in all the Govt Departments, Jaipur Nagar Nigam, JDA, or other local bodies for various approvals on behalf of the firm or as mutually decided by the partners from time to time.

16. That transfer/ sell/ mortgage the property of the firm or issue pattas, allotment letters on behalf of the firm can be done under the joint signatures of any two partner or as mutually decided by the partners from time to time.

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17. That the terms and conditions of this partnership can be added to always or amended by the consent of parties in writing or by implied conducts.

- 18. That in case of any dispute among the parties the matter shall be referred to a sole arbitrator to be mutually appointed by the parties as per the provisions of Indian Arbitration and Conciliation Act, 1996 and amendments thereto. The expenses regarding arbitration shall be borne by the firm. The decision of the arbitrators shall be accepted by all the parties. The venue of arbitration proceedings shall be Jaipur, Rajasthan
- 19. That notwithstanding anything contained in the Indian Partnership Act, it is hereby mutually agreed to by and between the partners that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and the legal heirs of the deceased partner on the same terms and conditions or such terms and conditions as mutually agreed upon. It is hereby further clarified that it shall be deemed as change in constitution and not succession.
- 20. That the provisions of Indian Partnership Act shall apply to all matters not specified in this deed of partnership.

IN WITNESS WHEREOF the parties to the above PRESENTS have set respective hands this day and year mentioned above. For Dev Bhoomi Developers

Witness:

Sund Kuman Jadan Jo Ganesh Kuman Jadan Nillaye Muhami Sayun Japa

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Someshwar Possael Yadar Slo Banshi Ram Yadar village- Nangel Tulsi das Jamansersamgarh, Jaipun Signature of 1st Party

For Dev Bhoomi Developers

Partner

Signature of 2nd Party

For Dev Bhoomi Developers

Signature of 3rd Party

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- 28 APR 2023