

## **PARTNERSHIP DEED**

**THIS DEED OF PARTNERSHIP** is made at Jaipur on this 17<sup>TH</sup> day of JANUARY, 2023 among the followings:

1. Shri Raj Agarwal S/o Shri Manohar Lal Agarwal aged 43 years, Resident of 298, Opp. Hathroi School, Ajmer Road, Jaipur - 302001 (hereinafter called the first party) of the First part,

2. Shri Aashish Agarwal S/o Shri Manohar Lal Agarwal aged 48 years, Resident of 298, Opp. Hathroi School, Ajmer Road, Jaipur - 302001 (hereinafter called the Second party) of the Second part

WHEREAS the Parties here to desired to commence the business of dealing in immovable properties such as land and building and to construct ,acquire, manage, operate, sale, purchase, take or give on lease land including agriculture land, plot, buildings, structures, farm house, hotel, resorts, restaurant and real estates or interest therein and to carry on the business of colonizing, developing, constructing, building development, and to work as contractor, sub contractor and similar work in the field of real estate and other ancillary business and/ or such other business as the Partners shall agree mutually, on the terms and conditions decided mutually on 17<sup>Th</sup> January, 2023 under the firm name and style of **M/s ORANGE HOME.**

For ORANGE HOME  
Partners

For ORANGE HOME

ATTESTED

NOTARY  
Tehsil-Jaipur/District-Jaipur

19 JAN 2023

क्र.स. ५३२४९ दिनांक 17 JAN 2023

मुद्रांक का मूल्यांकन 1000/-

क्रेता का नाम M/s. Orange Home

पिता/पति का नाम

निवास स्थान

मुद्रांक खरीदने संबंधित कार्य का मूल्यांकन



रवि चैलानी 17 JAN 2023

ला. स्टाम्प विक्रेता  
लाईसेंस नं. 29/09  
2, न्यू कोलोनी, पाँच बत्ती, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत  
स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत आवसरचना सुविधाओं हेतु (धारा 3-क)-10% प्रतिशत	रुपये 100/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) / प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु - 20% प्रतिशत	रुपये 200/-
कुल योग	रुपये 300/-

हस्ताक्षर स्टाम्प वैण्डर



राजस्थान RAJASTHAN



...2...

AND WHEREAS it is considered expedient to lay down in writing the terms and conditions agreed to between the parties aforesaid according to which the business would be carried on and which shall govern the relations of the parties in respect of the business of the firm.

NOW THIS DEED WITNESSTH AS FOLLOWS:-

1. That the Partnership will be in the name and style of M/s ORANGE HOME.
2. That the partnership will be effective from 17.01.2023.
3. That the business of this firm shall be that of dealing in immovable properties such as land and building and to construct ,acquire, manage, operate, sale, purchase, take or give on lease land including agriculture land, plot, buildings, structures, farm house, hotel, resorts, restaurant and real estates or interest therein and to carry on the business of colonizing, developing, constructing, building development, and to work as contractor, sub-contractor and similar work in the field of real estate and other ancillary business and/ or such other business as the Partners shall agree mutually,
4. Place: The Partnership business shall be carried on at the registered office i.e. Plot No.298, Opp. Hathroi School, Ajmer Road, Jaipur, Rajasthan 302001 and/or at such other place or places as the Partners shall agree mutually.

For ORANGE HOME

For ORANGE HOME ATTESTED

Partner

Partner

NOTARY

Tehsil-Jaipur/District-Jaipur

19 JAN 2023

क्र.स. ५३२४८ दिनांक १७ JAN 2023

मुद्रांक का मूल्यांकन 1000/-

क्रेता का नाम M/s. Orange Home

पिता/पति का नाम बाबूलाल

निवास स्थान पट्टीश



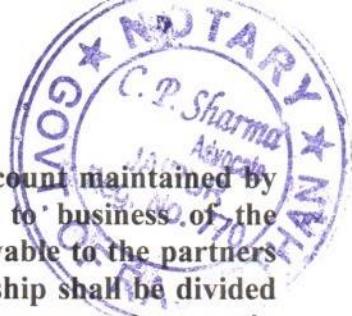
17 JAN 2023

रवि चेलानी  
ला. स्टाम्प विक्रेता  
लाईसेंस नं. 29/09  
2, न्यू कोलोनी, पाँच बत्ती, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत  
स्टाम्प राशि पर प्रभारित अधिभार

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कुल योग	रुपये 300/-

हस्ताक्षर स्टाम्प वैष्णव



5. The net profit of the Partnership Firm as per the account maintained by the Firm after deduction of all expenses relating to business of the Partnership including interest and remuneration payable to the partners in accordance with the clause of the deed of partnership shall be divided and distributed amongst the partners at the close of the accounting year in the following ratio :-

RAJ AGARWAL	50%
AASHISH AGARWAL	50%

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

6. 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 @ 12 % per annum as may be prescribed Under Section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provision 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 amount of the partners. Such interest shall be calculated and credited to the accounts of each partners at the close of the accounting year. Interest will be received on the Debit balance of the Partners Capital Account.

However, in case of loss or lower Income, Rate of Interest can be NIL or lower than 12 % as may be agreed to be and between the partners from time to time.

7. That the parties of the part First and Second have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm working as partners. It is hereby agreed that in consideration of that parties working in the partnership they shall be entitled for remuneration.

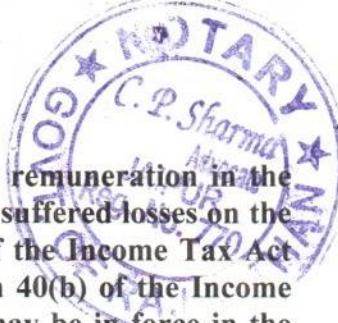
8. That the remuneration payable to the above said working partners laid down in Explanation 3 to section 40(b) of the Income Tax Act , 1961 , or any other applicable provisions as may be in force in the Income Tax Assessment of the partnership firm for the relevant accounting year. Such amount shall be distributed between the said working partners in the following ratio :-

RAJ AGARWAL	50%
AASHISH AGARWAL	50%

That the partner shall be entitled to increase or reduce the above remuneration. The parties here to may also agree to revise the mode of calculating the above said remuneration as may be agreed to be and between the partners from time to time. The overall remuneration to the above partners shall not exceed the limits laid down in the Income Tax Act.

For ORANGE HOME  
  
 Partner

For ORANGE HOME ATTESTED  
  
 Partner  
 NOTARY  
 Tehsil-Jaipur/District-Jaipur  
 19 JAN 2023



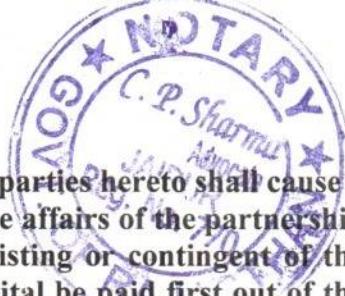
9. That the partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered losses on the basis of the Income as computed under provision of the Income Tax Act 1961, referred to in Explanation 3(Three) to Section 40(b) of the Income Tax Act 1961, or other applicable provisions(s) as may be in force in the Income Tax Assessment of the Partnership Firm for the relevant accounting year.
10. That the Firm shall be managed by all the partners.
11. That the Bank account of firm shall be opened in the name of the firm in such bank or banks as may be decided by the partners & shall be operated by jointly and/or severally by the partners.
12. That the proper books of accounts shall be kept by the firm and the particulars of all the transactions whether incoming or outgoing and matter relating to the partnership concern shall be recorded therein.
13. That the books of accounts and other documents relating to the partnership concern shall be kept at the place of business and shall not be removed from there without the consent of other partners and such partners shall have the full and easy access to the Books of Accounts and Documents at all reasonable hours and shall be at liberty to inspect them and to make such extracts there from he may deem fit.
14. That the books of accounts of this partnership shall be closed on the 31<sup>st</sup> day of March Of every year or on such other day as may be agreed upon by the partners when balance sheet shall be prepared and profit & loss shall be ascertained and divided amongst the partners according to their respective shares.
15. That each partner shall be just and faithful to that the partner in all transaction relating to the partnership and faithful account of partnership affairs.
16. Neither shall without the consent in writing of the other :-
  - a. endorse or accept any note, bill of exchange or hundi or stand as surety or become bail or borrow any substantial loan or do or willingly suffer to be done anything to jeopardise the capital of the firm or whereby the capital of the firm may be attached or taken in execution.
  - b. appoint or ,except in case of gross misconduct ,dismiss any employee;
  - c. include in any speculation business on behalf of the firm ;
  - d. assign, mortgage or charge his interest or share in the partnership;
  - e. compound ,assign or release any debt due to the partnership except upon payment in full ;
  - f. engage in any transaction with any person, partnership or company whom the other parties to this deed shall previously have requested not to trust, deal with or transact business with.
17. That no new partner shall be admitted without the consent of all the partners.

For ORANGE HOME For ORANGE HOME ATTESTED

  
Partner

  
Partner : NOTARY  
Tehsil-Jaipur/District-Jaipur

19 JAN 2023



18. That on the termination of the partnership the parties hereto shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets, liabilities existing or contingent of the partnership .losses including deficiencies of capital be paid first out of the profits, next out of capital and lastly, if necessary, by the parties individually in the proportions, to which they were entitled to share profits. the assets of the firm including any firms contributed by the parties to make up deficiencies of capital shall be applied in the following manner and order ;
  - a. in paying the debts of the firm to third parties;
  - b. in paying to each partner rateably what is due to her for the firm for advances as distinguished from capital;
  - c. in paying to each partner rateably what is due to her on account of capital ; and
  - d. the residue, if any shall be divided among the partners in the proportion in which they were entitled to share profits.
19. If any party is guilty of misconduct, the other parties may notify in writing such guilty party who, unless she makes amends therein to the satisfaction of the other parties within a reasonable time of such notification, which shall not exceed a month, shall be deemed to have retired from the firm and her rights and liabilities shall be determined accordingly.
20. That the Partnership is 'AT WILL'
21. That any of the above terms may be varied, altered or added to by mutual consent of the partners hereof to be either expressed or implied from the conduct.
22. That each partner shall employ herself faithful and diligently to the business of the partnership as may reasonably be possible and use of her best skill and endeavour to carry on the same from the benefit of the partnership.
23. That all the partners on behalf of the firm have right to give power of attorney to any partner or partners or third party by mutual consents.
24. That all the dispute and differences amongst the partners arising out of this partnership during or after the subsistances of this partnership relating to the constructions of interpretation of and of the terms of these presents of any other matter relating to or arising out of this partnership shall be decided by the arbitrator and the proceedings of the arbitration act in force for the time being in case of there being more then one arbitrator , the arbitrator before proceedings shall appoint an umpire . The Award of the Arbitrator or umpire the case may be shall be final and binding on the parties and the same shall not be challenged on any ground.

For ORANGE HOME  
  
 Partner

For ORANGE HOME  
  
 Partner

ATTESTED

NOTARY  
 Tehsil-Jaipur/District-Jaipur



25. That all the matter not stipulated herein shall be governed by the provisions of the Indian Partnership Act.

IN WITNESS THEREOF the parties here to have signed this 17<sup>th</sup> JANUARY, 2023 at Jaipur

Witness:

*Identified by*

1.   
**SIDHARTH BAFNA**  
Chartered Accountant  
M. No. 405227  
BAFNA & ASSOCIATES  
101, Anukampa Mansion, 1st,  
M. I. Road, Jaipur-302 001  
Ph.: 0141-2373983, Fax: 0141-5108942  
E-mail: premchandbafna@gmail.com
2.   
*Vijay Atish & Rangopal Atish*  
A-105, Anshun Nagar, Jaipur

SIGNATURES OF PARTNERS

For ORANGE HOME

  
(RAJ AGARWAL)  
Partner

  
For ORANGE HOME

  
(AASHISH AGARWAL)  
Partner

~~ATTESTED~~

~~NOTARY~~  
Tehsil-Jaipur/District-Jaipur

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