

भारतीय गैर न्यायिक

भारत INDIA

500

FIVE HUNDRED  
RUPEES

सौ रुपये

Rs.

INDIAN NON JUDICIAL

राजस्थान RAJASTHAN

C 251012

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made and entered into this Twenty Fifth day of May in the year Two Thousand Fifteen by and between:-

1. Shri Subhash Gupta,  
age about 42 years  
S/o Shri Swatantra Kumar Gupta,  
r/o 3-4, SMS Colony,  
Maharani Farm, Durgapura,  
Jaipur

OF THE FIRST PART

2. Shri Arun Gupta,  
age about 39 years  
S/o Shri Swatantra Kumar Gupta,  
r/o 3-4, SMS Colony,  
Maharani Farm, Durgapura,  
Jaipur

OF THE SECOND PART

A N D

3. Shri Kapil Gupta,  
age about 37 years  
S/o Shri Swatantra Kumar Gupta,  
r/o 3-4, SMS Colony,  
Maharani Farm, Durgapura,  
Jaipur

OF THE THIRD PART

(each of them hereinafter referred to as 'the partner' and all of them collectively as 'the partners')

WITNESSETH

ATTESTED

NOTARY

JAIPUR (RAJ.) INDIA

4 MAY 2015



25 MAY 2015



महोदय महोदय

मुद्रांक नं. १११

किला का नाम.....

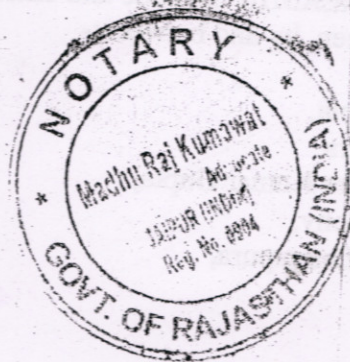
विभागाध्यक्ष स्थान.....

मुद्रांक खरीदने का आशय.....

सत्यांकन.....

*[Handwritten signature]*

*[Handwritten signature]*  
रामचंद्र कुमार शर्मा  
स्टाम्प विक्रेता, ला.नं. ९/०१  
जिलाधीन कार्यालय जयपुर



RECEIVED  
NOTARY  
JODHPUR



NOTARY  
ASTHAN (INDIA)  
THAT WHEREAS it is decided and mutually agreed by and between the parties hereto to carry on business in partnership w.e.f. today the 25<sup>th</sup> day of May in the year Two Thousand Fifteen on the terms and conditions set forth hereinbelow:-

NOW THIS DEED OF PARTNERSHIP witnesses as under :-

1. That the business of the partnership shall be carried under the name and style of **M/S PLATINUM REALTY BUILDERS** (hereinafter referred to as 'the firm') provided that the business shall be carried on under any other name and style besides and in addition to or in place of the said firm name as and when it may be so agreed upon by the partners.
2. That the business of the firm shall be to deal in real estate either as owner, broker, developer, builder, commission agent or in any other manner or capacity whatsoever. The firm may also besides and in addition to the above business carry on such other business or businesses as the partners may from time to time and at any time agree to carry on.
3. That the partners hereby declare that this partnership is commenced w.e.f. the 25<sup>th</sup> day of May, 2015.
4. That the principal place of business of the partnership shall be at G-1/269, RIICO Industrial Area, Sitapura, Jaipur, Rajasthan and the business of the partnership may be extended to and or carried on at any other place or places and country or countries whatsoever as the partners may from time to time and at any time determine and agree upon.

NOTARY  
That the capital whenever and to whatsoever extent required for the purpose of partnership shall be brought in by the partners in such manner and proportions as mutually agreed upon by and between them. Interest @12% p.a. or such lower rate as may be agreed or prescribed by section 40(b) of the I.T. Act, 1961 or any amendment thereof which may be in force in the relevant financial year shall be payable to the partners in the amount standing to the credit of account of the partner. Such interest shall be calculated and credited to the account of each partner at the close of accounting year.

6. It is agreed by and between the parties hereto that they shall devote their time and attention in the conduct of business of the firm as the circumstances and business needs may require (hereinafter referred to as 'working partner'). It is agreed that in consideration to act as working partners, they shall be entitled for remuneration. The remuneration payable to the working partners shall be worked out as under :-

On the first Rs. 300000  
of the book profit or  
in case of loss.

Rs. 150000 or at the rate of 90% of  
book profit whichever is higher.

On the balance of the  
book profit

at the rate of 60%

ATTESTED  
*[Signature]*  
NOTARY  
JAIPUR (RAJ.) INDIA

1 JUN 2015

*[Signature]*  
Atm Gupta.



Explanation : For the purpose of this clause the expression 'Book Profit' shall mean the 'Book Profits' as defined in section 40 (b) of I.T. Act, 1961 or any statutory modification or reenactment thereof for the time being in force'.

Such remuneration shall be divided amongst the working partners in equal proportions.

The remuneration payable to above said partners shall be credited to their accounts at the close of the accounting period when final accounts of the firm are made up and the amount of remuneration shall fall due to them on determining the same in the manner referred to hereinabove.

7. That the partnership shall be partnership AT WILL. No partner shall, however, have the right to terminate the partnership and the partnership shall be terminated when all the partners so agree to terminate the partnership. Any partner may at any time retire from the partnership by giving clear three months' notice in writing of his intention to so retire. A retiring partner shall not be entitled to claim any share in the goodwill of the firm, if any
8. That the partnership shall not be deemed to have dissolved on the death of any partner, but shall continue to subsist and the surviving partners may continue the business of the partnership on such terms and conditions as may be decided upon amongst them.
9. That the profits and losses of the firm after providing interest on capital, and remuneration to working partners, if any, shall be shared by the partners in the following proportions.

Party of the first part	34%
Party of the second part	33%
Party of the third part	33%

10. That the proper books of accounts shall be kept and maintained wherein shall be entered full and complete accounts of the business of the partnership.

11. That during the continuance of the partnership business at the close of every year on 31st March the final accounts of the firm shall be made out and the yearly profit and loss account and balance sheet of the firm shall be drawn up.

12. That the partners can open all bank account(s) in the name of the firm with any bank(s) and the said account shall be operated under signature of one or more partner as may be decided at the time of opening of account(s).
13. Each partner shall keep indemnified the other from and against his private and separate debts and engagement and from and against any claims, demands in respect thereof.
14. The partnership shall not in any way become liable for any action, debts or liabilities etc, which have done or contracted by any partner in his personal capacity as distinguished from the partnership.
15. That with respect to any matter not specifically provided for hereinabove the partners may act or arrange for as may be mutually agreed by and between them from time to time.

ATTESTED  
*[Signature]*  
NOTARY  
JAIPUR (RAJ.) INDIA

1 JUN 2015

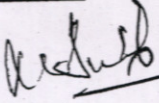
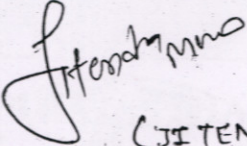
*[Signature]*  
12 June 2015

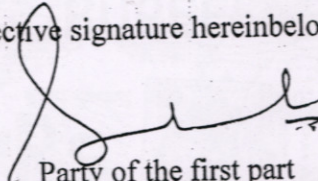


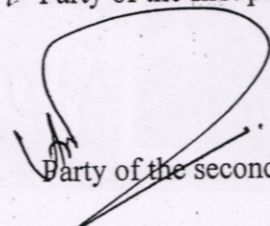
16. That any dispute or difference that may at any time arise between the partners with respect to this partnership or any matter in connection therewith or relating thereto shall be referred to Arbitration in accordance with the Arbitration & Reconciliation Act, 1996 and this deed of partnership shall be deemed to be an agreement to submit to arbitration.

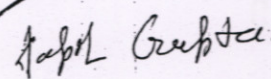
IN WITNESS WHEREOF the parties hereto have set their respective signature hereinbelow the day and the year first above mentioned.

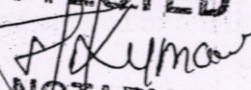
Witnesses

1.  (NAND KISHORE SINGH)
2.  (JITENDRA MARU)

1.  Party of the first part

2.  Party of the second part

3.  Party of the third part

**ATTESTED**  
  
**NOTARY**  
JAIPUR (RAJ.) INDIA

11 JUN 2015







राजस्थान RAJASTHAN

D 537112



DEED OF RECONSTITUTION OF PARTNERSHIP

THIS DEED OF RECONSTITUTION OF PARTNERSHIP is made and entered into this First day of June in the year Two Thousand Sixteen by and between:-

1. **Shri Subhash Gupta** S/o Shri Swatantra Kumar Gupta age about 42 years r/o 3-4, SMS Colony, Maharani Farm, Durgapura (Hereinafter referred to as the "**Party of the First Part/ Continuing Partner**").
2. **Shri Arun Gupta** S/o Shri Swatantra Kumar Gupta age about 39 years R/o 3-4, SMS Colony, Maharani Farm, Durgapura, Jaipur (Hereinafter referred to as the "**Party of the Second Part/ Continuing Partner**").
3. **Shri Kapil Gupta** S/o Shri Swatantra Kumar Gupta age about 37 years R/o 374, SMS Colony, Maharani Farm, Durgapura, Jaipur. (Hereinafter referred to as the "**Party of the Third Part/ Continuing Partner**").

Subh Gupta

महेश कुमार गुप्ता



23 MAY 2016

क्रमांक 10141 दिनांक

मुद्रांक का मूल्य 500

क्रेता का नाम

पिता/पति का

पता

सम्बंधित कार्य का मूल्यांकन

लेखिका

8/4/2016

6-6/2016

मिनिपु-200

मिनिपु-200

23 MAY 2016

स्टाम्प वेन्डर

ला. नं.-105/2011-12

पता-89 मशरमा गांधी नगर

अजमेर राउ, बेशाली, जयपुर





4. **Shri Vikas Lodha** S/o Shri Basant Kumar Lodha age about 45 years R/o J-91B, ashok Chowk, Adarsh Nagar, Jaipur (Hereinafter referred to as the "**Party of the fourth Part/Incoming Partner**")

(The terms first, second, third and fourth party respectively shall wherever the context to request mean and include their respective heirs, legal representatives, administrators, executors and assigns).

(Each of them hereinafter referred to as 'the partner' and all of them collectively as 'the partners')

Whereas the parties 1, 2 & 3 herein were carrying on business as partners of the firm under the name and style of M/s **Platinum Realty Builders** vide Partnership Deed Dated 25.05.2015 and whereas such partnership continued till 01.06.2016.

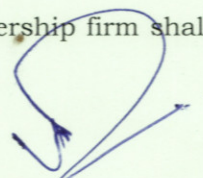
Whereas the party no. 4 herein has offered to come in and join as a partner to continue the business of partnership firm which is accepted by other parties no. 1 to 3.

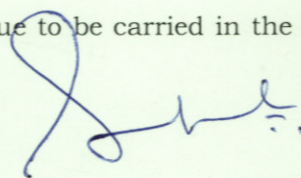
And, Whereas all the parties to this deed amicably agreed for such amendment in the partnership and in order to avoid any future misunderstanding and /or confusion all of them agreed to reduce all the terms and conditions of this amendment into writing.

**NOW THIS DEED OF PARTNERSHIP witnesses as under:-**

1. **THAT** this deed of reconstitution of Partnership shall be deemed to subsist w. e. f. 01.06.2016.
2. **THAT** the party no. 1, 2 and 3 have reduced their share by 7.75%, 6.75% & 6.75% respectively in the firm and have transferred their 21.25% total share to the incoming partner i.e. party of the fourth part with effect from 01.06.2016 and the party of the fourth Part is admitted on the same day as partner in the Firm.
3. **THAT** the continuing partners, hereto that is the party of part 1<sup>st</sup> to 3<sup>rd</sup> part shall severally and jointly be responsible for all the debts and liabilities incurred by the partnership firm till today and incoming partner shall be liable for only such debts or liability which will be incurred from the date of his admission to the partnership to the extent of his share.
4. **THAT** it is also agreed by and between the parties hereto that the Continuing Partner/s and New Incoming Partner shall become the absolute owner/s of the all the assets, liabilities, stock in trade, property, fixtures, articles of the said business of the said partnership firm and shall also be entitled to carry on and continue the said business under the name and style of **M/s Platinum Realty Builders**.
5. **THAT** all the parties have agreed to sign and execute all documents which are or shall be necessary for effective enforcement of the terms and conditions of this deed.
6. **THAT** the business of the partnership firm shall continue to be carried in the name of **M/s Platinum Realty Builders**.

Abh. Gupta





Shri Vikas Lodha



7. **THAT** the registered office of the partnership firm is continued to be at G-1/269, RIICO Industrial Area, Sitapura, Jaipur, Rajasthan. The Office of the firm can be changed and /or new branches may be opened as per mutual consent of the partners of the reconstituted firm.
8. **THAT** the business of the firm shall continue to be, to deal in real estate either as owner, broker, developer, builder, commission agent or in any other manner or capacity whatsoever. The firm may also besides and in addition to the above business carry on such other business or businesses as the partners may from time to time and at any time agree to carry on.
9. **THAT** the capital whenever and to whatsoever extent required for the purpose of partnership shall be brought in by the partners in such manner as may be decided in the proportion of 25% of each. Interest @12% p. a. or such lower rate as may be agreed or prescribed by section 40(b) of the Income Tax Act, 1961 or any amendment thereof which may be in force in the relevant financial year shall be payable to the partners in the amount standing to the credit of account of the partner. Such interest shall be calculated and credited to the account of each partner at the close of accounting year.
10. **THAT** the partnership shall be partnership AT WILL. No partner shall, however, have the right to terminate the partnership and the partnership shall be terminated when all the partners so agree to terminate the partnership.
11. **THAT** on the death of any of the Partners hereto, the Partnership shall not stand dissolved but shall continue to be carried on by surviving partners together with heir or legal representatives of the deceased partner subject to such terms and conditions as may be agreed to between the surviving partners
12. **THAT** it is agreed by and between the parties hereto that no remuneration shall be given to the partners and only the profits and losses of the firm after providing interest on capital shall be shared by the partners in the following proportions:-

S. No.	Name of the Partner	% Share
1	Subhash Gupta	25.00%
2	Arun Gupta	25.00%
3	Kapil Gupta	25.00%
4	Vikas Lodha	25.00%
	<b>Total</b>	<b>100.00%</b>

13. **THAT** the proper books of accounts shall be kept and maintained wherein shall be entered full and complete accounts of the business of the partnership.
14. **THAT** during the continuance of the partnership business at the close of every year on 31st March the final accounts of the firm shall be made out and the yearly profit and loss account and balance sheet of the firm shall be drawn up.
15. **THAT** the partners can open all bank account(s) in the name of the firm with any bank(s) and the said account shall be operated under signature of Mr. Subhash Gupta

*Subhash Gupta*

*[Signature]*

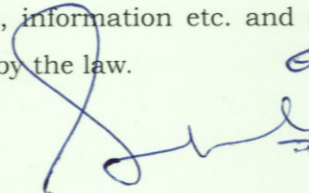
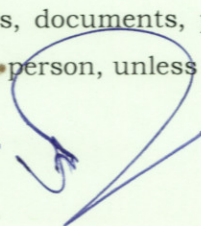
*[Signature]* on behalf of



party of the first part as authorized by this partnership deed.

16. **THAT** all bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities including cheques given on behalf of the partnership shall only be signed, endorsed, accepted or executed by Mr. Subhash Gupta party of the first part. Mr. Subhash Gupta is also authorized to sign and execute sale deeds, agreement to sale for the units / flats to be constructed under the said partnership firm and to appear before the registering authorities, Sub Registrar and sign necessary papers/ documents/deeds/notes etc and to receive the payments in the firm name against Sale consideration /rent towards the units sold/lease
17. Audit of Accounts: Tax Audit of the accounts of the partnership firm shall be subject to the provisions of the Sec 44AB of the Income Tax Act, 1961.
18. **THAT** the firm shall sue and be sued in the name of the firm only and Mr. Subhash Gupta party of the first part authorized for the purpose by this partnership deed shall only represent the firm in such matters before the courts of law by signing such papers as may be required to be signed and verified for being presented in the courts, arbitrators or such other authority.
19. **THAT** each partner shall keep indemnified the other from and against his private and separate debts and engagement and from and against any claims, demands in respect thereof.
20. **THAT** each partner shall be just and faithful to the other in all transactions relating to this partnership and shall at all-time give to other partner a just and faithful account of the same without any concealment or suppression.
21. **THAT** if any party is desirous of retiring from the partnership firm shall be entitled to do so by giving three months notice (in writing) to the other parties of his intention to retire, and on expiration of three months from the date of such notice, he shall cease to be a partner of the firm and his interest in the partnership business shall cease on and from such date. The retiring party shall be liable to deliver the property of the firm in his possession and/ or any other books/documents etc. belonging to the firm or any of its clients, to the other (continuing) parties. After retirement, the retiring party shall not, in any manner involve himself and or interfere, with the firm and the partnership business.
22. **THAT** if parties deem fit and in the interest of the firm and the partnership business, they may admit any other person or persons as new partner/partners with written consent of all the parties hereto on the terms and conditions as may be then mutually agreed amongst themselves and such other person/persons.
23. **THAT** the meeting of the Partners may be called as and when required by any Partner. Notice containing the time and place of the meeting will be delivered by the concerned Partner either personally or intimation on telephone or by electronic mail or by post as per the contact details available in the records of firm.
24. **THAT** the Parties shall be obliged to maintain complete confidentiality about the activities of the firm, its contracts, documents, properties, information etc. and shall not disclose the same to any other person, unless required by the law.

Sub Gupta



and shwain



25. **THAT** any of the terms or terms of this deed may be amended, abandoned or otherwise be dealt with and the same shall be reduced in writing which shall have the same effect, if embodied in this deed.
26. **THAT** the partnership shall not in any way become liable for any action, debts or liabilities etc, which have done or contracted by any partner in his personal capacity as distinguished from the partnership.
27. **THAT** with respect to any matter not specifically provided for hereinabove the partners may act or arrange for as may be mutually agreed by and between them from time to time.
28. **THAT** this deed shall be construed and governed by the prevailing and applicable laws of India.
29. **THAT** all the disputes and differences in relation to the partnership shall be referred to the sole arbitrator appointed by the partners as per the provisions of the Indian Arbitration & Conciliation Act, 1996. The decisions of the arbitrator shall be binding upon all the parties. The place for the arbitration shall be Jaipur, Rajasthan. The language of arbitration shall be English only.
30. **THAT** in the case of any dispute or differences of opinion between partners either on the interpretation of the terms of this deed or any of the partnership affairs, the same shall be first settled amicably, failing to do so, shall be settled by arbitration. The Provisions of the Indian arbitration Act for the time being shall apply in this regard.

In witness whereof the said parties here to above have set and subscribed their respective hands on the day and year above mentioned.

**WITNESSES**

**PARTNER SIGNATURE:-**

1. **(SUBHASH GUPTA)**  
FIRST /CONTINUING PARTNER

2. **(ARUN GUPTA)**  
SECOND/CONTINUING PARTNER

3. **(KAPIL GUPTA)**  
THIRD/CONTINUING PARTNER

4. **(VIKAS LODHA)**  
FOURTH/CONTINUING PARTNER