राजस्थान RAJASTHAN H 131473

DEED OF PARTNERSHIP

This Deed of Partnership is made at Jaipur on 6th day of February 2020 between:-

1. Shri Dheer Singh Rajput S/o Shri Madan Singh Shekhawat , age 61 years , resident of 337, Shanti Nagar , Gopal Pura By Pass , Jaipur of the first part ,
2. Shri Jai Singh Shaktawat S/o Shri Laxmi Singh Shaktawat , age 58 years , resident of 502, Jadon Nagar A , Opposite Durgapura Railway Station , Jaipur , of the second part and
3. Shri. Shyam Sunder Sharma S/o Shri Radhey Shyam Sharma , age 58 years , resident of AC-3 , Swai Jai Singh Highway , Bani Park , Jaipur , of the third part .

All of them collectively referred to as partners repugnant of the which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors executors, administrators and permitted assignees

HERE AS ABOVE SAID PARTIES have started the business of construction of flats , villas, farm houses , malls , commercial complex and other buildings , purchase and sale of land including agriculture land , development of land and its plotting and all types of construction and development at Jaipur under the name and style of **" M/s JDS Construction ".**

ATTESTED
8/2/2020
NOTARY PUBLIC
JAIPUR (Rajasthan)

6 FEB 2020

क्र.सं. 80683 दिनांक
मुद्रांक का मूल्य 2000/-
नाम
पिता
[illegible] व सम्बन्धित कार्यों का
मूल्यांकन

☆कृष्ण कुमार शर्मा☆
स्टाम्प विक्रेता ला. नं. 9/01
जिलाधीश कार्यालय, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के
अन्तर्गत स्टाम्प शुल्क पर प्रभारित अधिभार
1. आधारभूत अवसंरचना सुविधाओं हेतु
(धारा 3- [illegible]) 10% रुपये 2000/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु
(धारा 3- [illegible])- 10% रुपये 2000/-

अधिभार प्राप्त किया

राजस्थान RAJASTHAN H 131474

AND WHERE AS THE PARTIES here to are desirous of recording the said terms and conditions of partnership HERE TO AS UNDER:

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

1. The partnership has commenced w.e.f. 6th day of February 2020 .
2. The business of the partnership shall continue to be carried on in firm name and style of " **M/s JDS Construction "** and or such other name or names as the partners may decide from time to time .
3. That the Partnership Business shall be carried on at Jaipur and at such other place or places as the partners may from time to time agree upon.
4. The partnership business shall be that of construction of flats , villas, farm houses , malls , commercial complex and other buildings , purchase and sale of land including agriculture land , development of land and its plotting and all types of construction and development under the name and style **" M/s JDS Construction ".** However the partners of the firm may, at any time, mutually decide and carry on such other business as agreed.
5. That the partnership shall be AT WILL.
6. That the registered office of the partnership firm shall be at 515 , Jadon Nagar A , Opposite Durgapura Railway Station , Jaipur. However the partners may shift the registered office to such other place as may be found more suitable.
7. Parties of the first , second and third part have agreed to actively devote their time and attention to the business of the partnership. It is hereby agreed that in consideration of the parties of second

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- 6 FEB 2020

क्र.सं. 20687 दिनांक
मुद्रांक का मूल्य 2000
नाम पुत्र श्री
निवास
मुद्रांक ... व सम्बन्धित कार्यों का
मूल्यांकन

☆कृष्ण कुमार शर्मा☆
स्टाम्प विक्रेता ला. नं. 9/01
जिलाधीश कार्यालय, जयपुर

राजस्थान स्टाम्प अधिनियम 1993 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार
1 आधारभूत अवसंरचना सुविधाओं हेतु
(धारा 3- क)- 10% रुपये 2000 -
2 गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु
(धारा 3- ख)- 10% रुपये 2000

अधिभार प्राप्त किया

and third part actively devoting their time and attention to the business of partnership, they shall be entitled to draw yearly remuneration as under.

a. The yearly remuneration payable to the partners shall be calculated as percentage of the book profits for each accounting year in the following manner.

Particulars	Dheer Singh Rajput	Jai Singh Shaktawat	Shyam Sunder Sharma
In respect of first Rs.3,00,000 of Book Profit	30 %	30%	30 %
In respect of balance Book Profit in excess of Rs.3,00,000	20%	20%	20 %

b. For the purpose of above calculation the book profit shall be calculated on the basis of book profit as shown by the books and computed as provided in Section 28 to 44D (Chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to the partners for the relevant accounting year.

c. The above partners shall be entitled to draw minimum yearly remuneration of Rs. 1,50,000/- in the accounting year in which the partnership firm has made inadequate profits or suffered losses on the basis of the calculation referred to in (a) above.

d. The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other partner or partners. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay salary and grant the benefit of the house rent allowance, rent free quarters, motor car or conveyance allowance, medical expenses accident and/or life insurance policy premium, provident fund, gratuity, bonus, commission on sales/ gross receipts and/ or other benefits to the above and/or the other partner or partners either on monthly or yearly basis as they may mutually agree upon .The partners shall be entitled to withdraw any amount during the year from partnership towards their yearly remuneration, share of profit or out of their current, loan or capital account from time to time as may be decided by the partners by mutual consent.

8. The funds required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon. Interest at the rate of 12% P.A. simple interest or such lower/ higher rate as may be prescribed U/s 40(b) (iv) of the Income Tax Act 1961 or any other applicable provision as may be in form for the Income Tax assessment of the partnership firm for the relevant accounting period shall be payable by the partnership on the amount standing to the credit of the capital and/or current or loan account or the other accounts of the partners. If there is any debit balance in the account of any partner, interest at the above rate shall be payable by him. The partners shall be at liberty to increase or reduce the above rate of interest from time to time. In case of loss no interest shall be paid on partner capital Account.
9. The partners shall be entitled to modify the above terms relating to remuneration, interest, etc payable to the partners by executing a supplementary deed and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall be part of this deed of partnership.
10. The Net Profit of the partnership business as per the accounts maintained by the partnership after deduction of all expenses relating to activities of the partnership including rent / salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners shall be divided and distributed amongst the partners in the following proportion.

NOTARY Hanwant Singh Rajawat Regd. No 307 Govt. of India JAIPUR GOVT. OF INDIA

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1	Dheer Singh Rajput	33.33 %
2	Jai Singh Shaktawat	33.33 %
3	Shyam Sunder Sharma	33.34 %

11. All necessary and proper books of accounts shall be kept by the firm. The accounting year of the partnership shall be closed on 31st March every year.
12. Each partner shall have access to the books of accounts of the firm at all reasonable time and shall be at liberty to take such extracts there from as he may think fit.
13. Each of the partners shall be free to engage himself in any business/profession or vocation either on his own account or in partnership with others and any profit or loss earned or suffered by him in such business/profession or vocation shall be borne by himself personally and not by this partnership.
14. The bank account/ accounts of the firm shall be operated by any two partners.
15. That the partners shall be authorized to raise such amount of funds for working capital or term loan as may be required for the purpose of business from any nationalized or private bank on such collateral security as may be required by the bank.
16. That on the death of any of the partner hereto the business of the firm shall not stand dissolved but shall continue to be carried on by the surviving partner together with the heirs or legal representative of the deceased partner subject to such terms and conditions as may be agreed to between the surviving partner.
17. All disputes and questions whatsoever which may arise during the continuance of the partnership or thereafter between the parties hereto in connection with this partnership deed shall be referred to Arbitration under the Provision of Indian Arbitration Act, 1940 or any Statutory modifications or re-enactments thereof for the time being in force.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands on this day and year first herein above written.

WITNESS :

1.

(Dheer Singh Rajput)

(Jai Singh Shaktawat)

(Shyam Sunder Sharma)

2.

ATTESTED
8/2/2020