

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



राजस्थान 2023 RAJASTHAN

PARTNERSHIP DEED

L 946558

कोषाधिकारी
सीकर

This deed of partnership is made and entered into at Sikar this 10th day of January, 2023
By and between

1. **SHRI SURENDRA SINGH S/O SHRI NOLA RAM KULHARI** aged 22 Years, Resident of Kulhari Ki Dhani, Mandawara, Sikar, Rajasthan, 332021. (Hereinafter called First party which expression unless repugnant to the context or meaning there of, shall mean and include his heirs, executors, administrators and assigns) **PAN NO KGHPS5136L, AADHAR NO 3319-4430-2555.**
2. **SMT. WISHRI DEVI D/O SHRI RICHHAPAL** aged 31 Years, Resident of Kulhari Ki Dhani, Mandawara, Sikar, Rajasthan, 332021. (Hereinafter called second party which expression unless repugnant to the context or meaning there of, shall mean and include his heirs, executors, administrators and assigns) **PAN NO CQHPD-9080L, AADHAR NO 2026-7392-4108.**
3. **SHRI TARA CHAND JANGIR S/O SHRI GHEESA LAL JANGIR** aged 37 Years, Resident of Police Line K Samne Wali Gali, Mohalla Khatiyo Ka, Sikar, Rajasthan, 332001. (Hereinafter called third party which expression unless repugnant to the context or meaning there of, shall mean and include his heirs, executors, administrators and assigns) **PAN NO AJZPJ-5300-J, AADHAR NO 5865-9933-1194.**
4. **SHRI MAHAVEER PRASAD S/O SHRI PANNA LAL** aged 33 Years, Resident of Ward No 02, Maji Sahab Ki Dhani, Govindpura, Sikar, Rajasthan, 332402. (Hereinafter called forth party which expression unless repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators and assigns) **PAN NO BOCPP-2155-L, AADHAR NO 6529-6082-9247.**

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Sworn & Signed before me
10/01/23
NOTARY PUBLIC
SIKAR

Wishri Devi
Tara Chand
MAHAVEER
ATTESTED
10/01/23
NOTARY PUBLIC
RAJASTHAN

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिकारी
1. आधारपत्र के आधार पर जारी किया गया (धारा 3-क) 10 प्रतिशत रुपये 1000
2. गाय और पशु की माल के बचत 20 प्रतिशत रुपये 200
आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु 20 प्रतिशत रुपये 200
कुल योग 300

हस्ताक्षर स्टाम्प देखकर,
स्टाम्प देखकर अनुज्ञा पत्र संख्या 45/11 व नाम
बौद रतन नेमीवाल पुत्र श्री कीन्दवाल नेमीवाल



WHEREAS the parties hereto referred to here in above have mutually agreed to start a business in partnership mainly to carry on the business of Builders and Developers, purchases/sales/ development/construction of Immovable/movable Properties, Estates, Flats, Shops, Plots, Land etc. and also to deal in such other articles, or things as maybe mutually decided by them from time to time and to do all other things which are incidental, ancillary or conducive to the aforesaid objects.

AND WHEREAS in order to avoid future difficulties and misunderstanding among the partners here to have agreed themselves to reduce in writing all the terms and conditions for carrying on the business.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. **NAME:**

That business of partnership firm has been and shall be carried on under the name and style of **M/S KTC INFRATECH** or under such other name or names as partners may mutually decide from time to time.

2. **PLACE:**

That business of partnership firm shall be carried on at **SHOP NO 04, WARD NO 46, JAIPUR ROAD, INFRONT OF INDUSTRIAL AREA GATE, NEAR GEHLOT MOTORS, SIKAR, RAJASTHAN, 332001** or at such other place or at places as partners may mutually decide from time to time.

3. **NATURE OF BUSINESS:**

That the partnership is formed with the primary object of business of

- Builders & developers, purchases/sales/ development/ construction of Immovable Properties, Estates, Flats, Shops, Plots, Land etc.

[Signature]

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[Signature]

[Signature]

Signed before me
10/01/23
NOTARY PUBLIC
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10/01/23
NOTARY PUBLIC
SIKAR-RAJASTHAN

एकतान स्तान् अधिनिस, 1998 के अ. 1 स्तान् राशि ए प्रसारित अधिनिस

1. अक्षरमूत अक्षरमूत सुविधाओं हेतु (क्षर 3-क) 10 प्रतिशत रूपये 1000
2. गव और एतकी गल के सतान और एतकी 100 (क्षर 3-क) प्रतिशत रूपये 200
आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु 20 प्रतिशत रूपये 300
कुल योग

हस्ताक्षर स्तान् देण्डर
स्तान् देण्डर अक्षरमूत एत 45/11 व नाम
सौद रतन नेमीवाल पुत्र श्री वीरचाल नेमीवाल

- To carry on the business of developing, maintaining and operating construction and development of housing projects either individually or as a joint venture with any other company/firm/individual whether local or foreign.
- To carry on the business as owners, builders, colonizers, developers, promoters and contractors of residential, commercial and industrial buildings, colonies, mills and factory buildings, workshop buildings and in all kinds of immovable properties whether belonging to the firm or otherwise.
- To erect and construct houses, buildings, do civil construction work of all types, infrastructure work of all types and to purchase take on lease or otherwise, own, construct, effect, alter, develop, decorate, furnish, equip with all infrastructure, pull down, improve, repair, renovate, build, plan, layout, set, transfer, charge, assign, offices, flats, colonies, god owns, shops, multiplexes.
- To carry on the business of Town Planners, Group Housing Developers and other building requisites and to do all other things which are incidental, ancillary or conducive to the aforesaid objects. The Partnership may also undertake any type of business as maybe mutually decided upon by them from time to time.

4. **COMMENCEMENT:**

That business of partnership firm shall be deemed to be in effect from 10th day of January, 2023

5. **SHARING OF PROFITS/LOSSES:**

The net profit/loss of the partnership firm as per the accounts maintained by the firm after deducting all expenses relevant to financing activities and/or business of the partnership including rent, salary, interest and remuneration to partners and other establishment expenses, shall be divided and distributed between the partners hereto on the close of the accounting year in the following ratio:

(1)	Shri Surendra Singh	25.00%
(2)	Smt. Mishri Devi	25.00%
(3)	Shri Tara Chand Jangir	25.00%
(4)	Shri Mahaveer Prasad	25.00%

TOTAL 100.00%

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

6. **BANKING ACCOUNT:**

That a Bank Account or Bank Accounts in the name of the firm shall be opened which shall be operated by any one of the above said partners or any instruction(s) as may be given to the bankers from time to time by the firm under the signatures of the parties hereto.

7. **DURATION:**

That the duration of the partnership firm shall be 'AT WILL'.

Sworn & Signed before me
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SIKAR-RAJASTHAN

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8. **CAPITAL:**

The capital in form of liquid cash or stock or property, any assets, plots etc as required for running the Partnership Business shall be brought in or arranged by the parties hereto in such proportion and such rate of interest as maybe agreed upon time and without reference to their shares in the Partnership.

9. **WITHDRAWALS:**

That the parties may be mutual consent make withdrawals from time to time for their personal needs and requirements which shall be treated as their drawings and be adjusted the share of profit accruing to them at the end of each year.

10. **INTEREST ON CAPITAL:**

(i) That all the parties to this deed entitled to interest @ 12% P.A. on the capital contribution or at such rate which shall not be in excess of the rates prescribed under Section 40(b)(iv) of the Income Tax Act, 1961 or any other, applicable provision as may be 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 on daily basis and be credited to the account of each partner at the close of the accounting year.

(ii) However, in case of loss or lower income, the rate of interest can be NIL or lower than the rates as prescribed in the provisions applicable under the Income Tax Act, 1961 or as may be agreed to by and between the partners from time to time.

11. **BOOK OF ACCOUNTS:**

That all the necessary and proper account as is commonly maintained in this line of business shall be maintained and caused to be maintained by the partners and entries shall be made therein of all such transactions as are usually entered in the books of accounts. The accounts shall be opened to inspection to all the partners who shall be entitled to take extracts and copies there from as they deem fit. Such accounts maintained in regular course shall be binding to all the parties unless any manifest error is pointed out in writing by the parties within reasonable time in which case the same shall be rectified.

12. **REMUNRETION TO WORKING PARTNER:**

(a) That all part of this deed has agreed to keep him actively engaged in conducting the affairs of the partnership business as working partner. It is hereby agreed that in consideration of working in partnership they shall be entitled to yearly remuneration on ascertainment of the book profit.

(b) The total remuneration payable (hereinafter called as remuneration) to the working partner shall be computed in the manner laid down in 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 year. The remuneration shall be payable in the profit-sharing ratio of the working partner as mentioned in para no. 5, which will be calculated as follows: -

On the first Rs. 3, 00,000.00 of the Book Profit	90%
On the balance of the Book Profit	60%

For the purpose of this clause "Book Profit" means the net profit as shown in the P & L A/c for the relevant previous year, computed in the manner laid down in chapter (iv)-D of the Income Tax Act, 1961 as increased by the aggregate amount of the remuneration payable to working partner of the firm of such amount has been deducted while computing net profit. However, the remuneration payable to the working partner shall be limited to the profit in a case where the remuneration payable as calculated in the above-mentioned manner exceeds profits.

Sworn & Signed before me

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(c) The partners shall be entitled to modify the above terms relating to remuneration payable to the working 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 form part of this deed of partnership.

13. **ACCOUNTING YEAR:**

That on 31st March of every financial year the Profit and Loss Account and the Balance Sheet be drawn up and the net profit or loss of the partnership as determined shall be duly adjusted among all the partners in the proportions as set forth para 5 above.

14. **OBLIGATION OF A PARTNER:**

(a) That the partners shall at all the times during the continuance of this partnership devote their as much time and attention to this partnership business as may be required for the efficient working, management and shall faithfully and diligently employ themselves therein and carry on the same for the greatest advantage of this partnership.

(b) That the firm shall not be liable and / or responsible for any personal debt of any of the partners and no partner shall be entitled to borrow money for his/ her own use in the name of firm.

(c) That no partner shall during the continuance of this partnership without the consent of other partners mortgage, charge, assign or otherwise transfer his/ her share or interest or any part thereof in the firm to any third person.

(d) That every partner shall be just and faithful to each other in all transactions relating to the partnership business and shall render a true and correct account of all dealing or the transactions of this partnership business.

(e) That the partners shall keep the firm effectively indemnified against their separate debts and liabilities.

(f) That each of the partner shall act for himself/ herself and for the other partners and on behalf of the firm and each can represent the partnership firm in any court, Govt. Office, Semi Govt. Office and also in any other private office either personally or through his/ her authorized agent.

15. **DEATH OF THE PARTNER:**

In case death of any of the parties, the legal heirs shall be entitled to become the partner of the firm along with the surviving partners. In case the legal heirs are not ready to become the partner, then an assessment of all the assets and liabilities of the firm shall be made as on the date of the death and the balance of the capital as well as the Profit / Loss shall be paid to the legal heir as per the books of account of the firm and as per the assessment made.

16. **ARBITRATION:**

Disputes or differences if any that may arise between partners hereto or their respective heirs sectors or administrators touching these presents or the constructions thereof or any clause or thing herein contained or otherwise or in any way relating to or concerning these presents or the rights, duties or liabilities of any of the partners hereto in connection therewith the matters in such dispute or difference shall be referred to the arbitration in accordance with and subjects to the provisions of Indian Arbitration and Conciliation Act 1996 or to any statutory modifications or reenactment thereof for the time being in force. The Arbitrator shall have summery powers including power to hear one party in the absence of the other or to take such evidence or receive such documents, as he shall in his absolute discretion deem proper.

17. **AUTHORISATION TO PARTNERS:**

That First part (i.e. **SURENDRA SINGH**) of this deed shall act, as Managing Partners and shall have full rights and absolute authority to do all the acts, deeds things and matters and to sign and execute all the papers, writing and documents for and on behalf of the partnership firm and all the actions and acts done by them by virtue of these powers and authority shall bind on all the partners. The first part of this deed is also hereby authorized to sign and execute sale deed, agreement for sale, other agreements, contracts, conveyance and other applications and

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assurance for and on behalf of the firm and shall also represent the partnership firm in Registrar Office, Rera Authority, P.W.D, P.H.E.D, A.V.V.N.L., B.S.N.L., Bank(s), Court, Governmental Authority, Semi Govt. Offices and also in other Private Offices.

18. **MODIFICATION:**

Notwithstanding anything stated or provided herein, the partners shall have full rights and discretion to modify, alter or vary the terms and conditions of this partnership deed in any manner whatsoever they think fit by mutual agreement.

That the matter not specifically provided in this deed, unless otherwise mutually decided shall be governed by the provisions of Indian Partnership Act, 1932.

Whereas all the partners hereby put their signatures after going through all the terms and conditions of the partnership deed and after understanding the same in their full sense and sound mind without any sort of pressure and obligation.

WITNESS:

M K S K & ASSOCIATES
Chartered Accountants

(MUKESH KUMAR KHEDAR)

PARTNER
Membership No. 433399

Registration No. 022936C

Place: - SIKAR

Date: - 10-01-2023



SIGNED, SEALED AND DEL

SURENDRA SINGH

For: KTC INFRA TECH

PARTNER



MISHRI DEVI

For: KTC INFRA TECH

Mishri Devi

PARTNER

Sworn & Signed before me
10/01/23
NOTARY PUBLIC
SIKAR

ATTESTED
10/01/23
NOTARY PUBLIC
SIKAR RAJASTHAN



TARA CHAND JANGIR

For: KTC INFOTECH
Tara Chand
PARTNER



MAHAVEER PRASAD

For: KTC INFOTECH
Mahaveer
PARTNER



IDENTIFIED BY ME

ATTESTED
06/10/23
Singed before me
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SIKAR-RAJASTHAN
06/10/23
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