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INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp



Certificate No.	:	IN-UK16064837283150R
Certificate Issued Date	:	13-May-2019 11:50 AM
Account Reference	:	NONACC (SV)/ uk1304804/ RUDRAPUR/
Unique Doc. Reference	:	SUBIN-UKUK130480434030812350282R
Purchased by	:	KANHA SWARNIMA
Description of Document	:	Article 46(A) Partnership
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KANHA SWARNIMA
Second Party	:	NA
Stamp Duty Paid By	:	KANHA SWARNIMA
Stamp Duty Amount(Rs.)	:	900 (Nine Hundred only)



Please write or type below this line

Deed of Partnership

M/S KANHA SWARNIMA


SGAD Complex, Nainital Road, Rudrapur – 263153, U.S.Nagar

THIS DEED OF PARTNERSHIP made on this day of 13th May, 2019 BETWEEN:

[Handwritten signatures]

Statutory Alert:







1. The authenticity of this Stamp Certificate should be verified at www.shilestamp.com. Any discrepancy in the details on this Certificate and its available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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1. Mr. Surendra Singh Grover S/o Mr. Deewan Singh Grover, aged 52 years approx. R/o Gamma-2, Omaxe Riveira, Rudrapur, U.S.Nagar, Uttarakhand - PARTY OF THE FIRST PART,
 2. Mr. Vijay Bhushan Garg S/o Late Mangat Ram, aged 54 years approx. R/o Amazon A-103, Omaxe Riveira, Rudrapur, U.S.Nagar, Uttarakhand - PARTY OF THE SECOND PART,
 3. Mr. Satish Chand Mangla S/o Late Mehar Chand Mangla, aged 55 years approx, R/o W.No.-10, Old Galla Mandi, Kichha, U.S.Nagar, Uttarakhand - PARTY OF THE THIRD PART, and
 4. Mr. Baldev Raj Sukhija S/o Late Sohan Lal Sukhija, aged 59 years approx, R/o Thames B-101, Omaxe Riviera, Nainital Road, Rudrapur, U.S.Nagar, Uttarakhand - PARTY OF THE FORTH PART,
 5. Mr. Sanjeev Kumar S/o Late Ishwar Chand, aged 49 years approx, R/o 40, Bazar Kalan Bilaspur, Rampur, U.P. - PARTY OF THE FIFTH PART
 6. Mr. Ankur Bansal S/o Mr. Rajendra Prashad Bansal, aged 36 years approx, R/o Fajalpur Maharaula, Rudrapur, U.S.Nagar, Uttarakhand - PARTY OF THE SIXTH PART

Which expression shall include the heirs, executors, administrators and representatives of the respective parties.

WHEREAS, all the six parties of this Deed i.e. Mr. Surendra Singh Grover, Mr. Vijay Bhushan Garg, Mr. Satish Chand Mangla, Mr. Baldev Raj Sukhija, Mr. Sanjeev Kumar & Mr. Ankur Bansal, have decided to start the business of developers, promoters & colonizers of real estate and all Other allied activities with effect from 13th May, 2019 in partnership in the name of M/s Kanha Swarnima, Shop No. 48, Ist Floor, SGAD Complex, Nainital Road, Rudrapur under the terms and conditions settled on 13th May, 2019.

AND WHEREAS in order to avoid any disputes, differences and misunderstandings, it has been agreed upon that the terms and conditions of the partnership business with effect from 13th May,

2019 between the parties to this deed be reduced into writing, it is here by covenanted and agreed upon as under:

NAME AND STYLE:

That the business of the Partnership shall be run under the name and style of **M/s. Kanha Swarnima**, or such other name and style that the partners may agree upon from time to time. The Head Office of the firm shall be at **Shop No.-48, 1st Floor, SGAD Complex, Nainital Road, Rudrapur-263153, U.S.Nagar.**

That the partnership business shall be deemed to have **COMMENCED** on and from **13th May, 2019** when all the partners had formally decided to join hands in this partnership.

PRINCIPAL PLACE OF BUSINESS:

That the principal place of business of the firm at present will be at **Shop No. 48, 1st Floor , SGAD Complex, Nainital Road, Rudrapur-263153, U.S.Nagar, Uttarakhand** and or such other place or places that the partners may agree upon from time to time. The delopment and colonising etc. may be done at any/all suitable locations in India on land owned by firm/partners or obtained on lease or any other basis from various parties/Governments etc.

DURATION OF PARTNERSHIP:

The nature of partnership is at will.

NATURE OF BUSINESS:

That the business of the firm will be primarily of real estate promoters, developers, colonisers, construction Etc. and along with other allied activities. But the partners shall have option to start any new line of business and to open and close branches and all the terms and conditions of the partnership shall apply to them.

CAPITAL:

That the capital required for the business of the partnership firm shall be provided and arranged for by the partners in such proportions and in such manner, as they agree upon. The firm may obtain loan from Banks, Financial Institutions or any other parties or can also take working capital limits from any Nationalized Bank and other Financial Institution, as the parties may agree upon from time to time.



Handwritten signatures and initials at the bottom of the page. From left to right: a signature, 'Blunston', a signature, 'Page 3 of 7', 'Bort.', 'Sanjeev Kumar', and another signature.



BRANCHES:

That the firm may open branch or branches at any time and such place or places, as may be deemed profitable with the mutual consent of the partners of this deed.

SHARES IN PROFIT AND LOSS:

That the profit and loss of the business of the partnership including the loss of the capital, which shall be ascertained after the accounting for all business expenses on every 31st March, shall be divided and born by the partners in the following proportions:

1. Mr. Surendra Singh Grover	Party of the First Part	16.67%
2. Mr. Vijay Bhushan Garg	Party of the Second Part	16.66%
3. Mr. Satish Chand Mangla	Party of the Third Part	16.67%
4. Mr. Baldev Raj Sukhija	Party of the Fourth Part	25.00%
5. Mr. Sanjeev Kumar	Party of the Fifth Part	15.00%
6. Mr. Ankur Bansal	Party of the Sixth Part	10.00%

And the amount falling to the share of each partner, on the making of accounts, as aforesaid, shall be credited or debited, as the case may be, to his personal account in the books of the firm.

ACCOUNTS:

That the partnership shall regularly maintain in the ordinary course of business, its true and correct accounts of all its incomings and outgoings and also of all its assets and liabilities in proper books of accounts, which shall ordinarily be kept by the firm at the place(s) of the firm and shall be open to inspection to all the partners at a reasonable time(s). The accounting period of the partnership business shall be a financial year i.e. from 1st day of April to 31st of March every year. A Profit and loss account and the Balance-sheet and other accounts forming part of Financial Statements shall be drawn upon as on 31st March every year.

INTEREST:

That all the Six partners shall be entitled to the interest at the rate of **12 percent per annum** on their capital balances. In case, the aggregate amount of interest payable under this clause exceeds the profit of the firm, the same shall be reduced to the extent of profits available for payment of such interest.

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REMUNERATION:

That All the Six Parties i.e Mr. Surendra Singh Grover, Mr. Vijay Bhushan Garg, Mr. Satish Chand Mangla, Mr. Baldev Raj Sukhija , Mr. Sanjeev Kumar & Mr. Ankur Bansal, to this deed are the working partner and shall get the equal amount of remuneration, which shall be calculated at a percentage rate of book profit in the following manner:

Book profit up to Rs. 3,00,000 or in case of loss	90 % of the book profit or Rs.1,50,000, whichever is more
Book profit exceeding Rs. 3,00,000	60 % of the book profit

For the purpose of above calculation the profit shall be calculated on the basis of book profit as shown by the books after accounting of all the business expenses including interest payable to the partners but without deducting the remuneration paid or payable to partners for the relevant accounting period. The remuneration calculated above shall be paid to all the partners annually at the end of accounting year i.e.31st March every Year.

That the partners shall be entitled to make withdrawals as they deem fit from the said interest and the remuneration mentioned here in before.

That the partners shall by mutual consent be entitled to increase or reduce the percentage of interest & remuneration by executing a supplementary deed, which shall have the effect from the date on which such deed, is executed.

WITHDRAWALS:

That the parties of this deed are allowed to make withdrawal for their personal expenses, which shall be debited to their personal capital account and adjusted at the end of the year.

BANK ACCOUNT :

That a bank account or accounts shall be opened in the name of the firm and **it shall be operated by two partner of this deed jointly, one of which will be Party of Part One to Part Three and Other will be Party of Part Four to Part Six** or as may be mutually agreed upon from time to time between the partners of this deed.

RETIREMENT OF PARTNERS:

That any partner intending to withdraw from the firm may do so by giving at least 30 days notice in writing to the other partners of his intention to do so. Such partner shall be entitled to get the credit balance of the capital account in the books of account of the firm and shall not be entitled to get any portion of the Land, Building, Goodwill or any other assets of the firm. The Partnership firm shall not stand dissolved upon the death, retirement or insolvency of any of the Partner but upon dissolution, in other cases, it shall be wound up and the assets & liabilities shall be dealt with in accordance with the Indian partnership Act.

PRIVATE DEBTS:

That no partner shall be responsible for any private debt of any other partner or any liability which may be individually due against the partners. Any partner will not create any liability against the partnership for his personal benefit or gain also no partner shall use the asset, of the partnership for his personal advantage.

PAYMENT OF SEPARATE DEBTS:

That each partner shall pay his separate debts individually and indemnify the other partners in respect of the capital and the property of the partnership against any attachment, Seizure or sale thereof.

WINDING-UP:

That upon the determination of the partnership, the affairs of the partnership shall be wind up in accordance with the provisions of the Indian Partnership Act 1932.

ARBITRATION:

Any dispute or differences whatsoever arising between parties in relation to construction, meaning and operation or effect of this deed or the breach thereof or any other commercial or professional or industrial or financial or accounting dispute among the parties shall be referred to the Chartered Accountant(s) empanelled as arbitrator on the ICAI Panel of Arbitrators maintained by the Institute of Chartered Accountants of India.

MISCELLANEOUS:

The provisions of Indian Partnership Act, 1932, shall govern any matter, not specifically mentioned in this deed. All or any of the terms and conditions of this deed may be MODIFIED, ALTERED OR

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VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH, AND THE YEAR FIRST ABOVE MENTIONED, IN THE PRESENCE OF THE FOLLOWING WITNESSES, WHO HAVE SIGNED IN THEIR PRESENCE, AND IN THE PRESENCE OF EACH OTHER.

WITNESSES:

EXECUTANTS:

- 1. ABHI AGARWAL
S/o. Sh. N.S. AGARWAL
R/o LG-260, AVAS VIKAS, Rudrapur.
- 2. Hirnarayan Jajhi
S/o Sh. Govind ballabh Jajhi
R/o LG-260, Avas Vikas Rudrapur

- 1. Surendra Singh Grover
- 2. Vijay Bhushan Garg
- 3. Satish Chand Mangla
- 4. Baldev Raj Sukhija
- 5. Sanjeev Kumar
- 6. Ankur Bansal

Identifies the signature/Initial of Executants/deponent who have Signed before me

हरीश कुमार अरोड़ा
स्वयं लिखित जा.सं.-7
मकान (अक्षय सिंह नगरी)

Attested & Authenticated
Signature/Initial of Deponent
Executant Surendra Singh Grover
Identified by Sri. H.C. Arora

(S.C.A. SHASTRI)
Notary, Rudrapur
U.S. Nagar (India)

AMENDMENT DEED
M/s. Kanha Swarnima



THIS DEED OF AMENDMENT made and entered into at RUDRAPUR 25-NOVEMBER-2024 among:

SR.SURENDRA SINGH GROVER S/O SR DEEWAN SINGH GROVER,aged 52years, R/oPlot No 2 Gamma Omaxe Rivera,Rudrapur 263153, Hereinafter called the PARTY OF THE FIRST PART.

And

SH VIJAY BHUSHAN GARG S/O LATE.SH MANGAT RAM aged 54years R/o AmazonA-103,Omaxe Rivera, RUDRAPUR 263153 .Hereinafter called the PARTY OF THE SECOND PART.

And

SH SATISH CHAND MANGLA S/O LATE.SH MEHAR CHAND MANGL Aaged55 years. R/o Ward No10, Old Galla Mandi,Kichha 263152 Distt US Nagar,Hereinafter called the PARTY OF THE THIRD PART.

And

SH BALDEV RAJ SUKHIJA S/O LATE.SH SOHAN LAL SUKHIJA aged 59years R/o Flat No B101,Thames,Omaxe Rivera ,RUDRAPUR 263153,Herein after called the PARTY OF THE FOURTH PART.

EXECUTANT

NOTARY
GOVT. OF INDIA
SILASPUR RAMPUR U P



And

SH SANJEEV KUMAR S/O LATE SH ISHWAR CHAND aged 49years R/o 40, Bazar Kalan, Bilaspur, Distt Rampur(U.P.), Hereinafter called the PARTY OF THE FIFTH PART.

And

SH ANKUR BANSAL S/O SH RAJENDRA PRASAD BANSAL aged 36years R/o Fajalpur Maharaula, Rampur Road, RUDRAPUR 263153, Hereinafter called the PARTY OF THE SIXTH PART.

AND

SH KAMALDEEP S/O SH CHAJJURAM aged 47 years R/o H. no 204, Maya Garden Enclave, Jakhal Road Sunam Sangrur, Punjab-148028, Hereinafter called the PARTY OF THE SEVENTH PART. (INCOMING PARTNER)

SH. RAJIV KUMAR S/O SH. RAMRISH PAUL aged 54 years R/O H.No. 351 Maya Garden Enclave Jakhal Road Sunam Sangrur Punjab 148028, hereinafter called the PARTY OF THE EIGHTH PART.(INCOMING PARTNER)

WHEREAS

The parties of the first to sixth parts have been carrying on the business of Real Estate Promoters, Developers, Colonizers, Construction etc and other allied activities under the name and style M/s. KANIHA SWARNIMA having its office at Shop No.48, 1stFloor, SGAD Complex, Nainital Road, Rudrapur 263153 by virtue of partnership deed dated 13.05.2019 which is registered with the office of the sub registrar of firms, Rudrapur, U S Nagar vide Registration no. UKFIRM5000919005918 dated 24.09.2019.

Handwritten signatures of the parties and the notary, including a signature labeled 'EXECUTANT'.

NOTARY GOVT. OF INDIA BILASPUR RAMPUR U P

And

Where as It is considered expedient to reduce the terms and conditions governing the partnership into writing in order to avoid any misunderstanding in future. Hence it is witness and it is hereby mutually agreed as under:

1. That the new profit and loss sharing ratios shall be as follows:

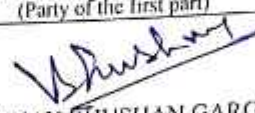
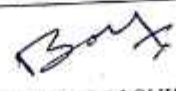


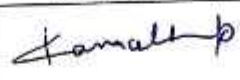
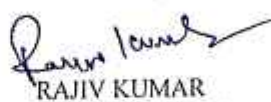
SNo.	Name	Profit/LossShare
01	SURENDRA SINGH GROVER	9.38%
02	VIJAY BIHUSHAN GARG	9.38%
03	SATISH CHAND MANGLA	12.06%
04	BALDEV RAJ SUKHIIJA	11.39%
05	SANJEEV KUMAR	17.42%
06	ANKUR BANSAL	7.37%
07	KAMALDEEP	16.50%
08	RAJIV KUMAR	16.50%

EXECUTANT

NOTARY
GOVT. OF INDIA
MILASPUR RAMPUR U P



2. The other terms and conditions of the original deed shall be applicable.
IN WITNESS WHERE OF:

 SURENDRA SINGH GROVER (Party of the first part)
 VIJAY BHUSHAN GARG (Party of the second part)
 SATISH CHAND MANGLA (Party of the third part)
 BALDEV RAJ SUKHIJA (Party of the fourth part)
 SANJEEV KUMAR (Party of the fifth part)
 ANKUR BANSAL (Party of the sixth part)
 KAMALDEEP (Party of the seventh part)
 RAJIV KUMAR (Party of the eighth part)

EXECUTANT

Identified the signature of T.I. of
Deponent/Declarant in the
signed memo/T.I. before me

9495

Attested and Authenticated
Signature of Deponent/Executant Kanha Swarnima
verified by me Pappu Adv.

AJAY KUMAR
Reg. No. 2232/02, A. K. Ramour
Ramour (Bihar) 841122
27/1/24