

**उत्तर प्रदेश UTTAR PRADESH DEED OF AMENDEMENT OF PARTNERSHIP**

**AB 586148**

THIS DEED of Partnership is made at Aligarh on this 06<sup>th</sup> day of June 7, 2018 by and between the following:

1. Mr. Sumil Kumar Chauhan S/o Sri Om Prakash Singh Chauhan R/o A-17 Mansarover Colony Ramghat Road Aligarh aged about 49 years (hereinafter called the continuing partners of the first part).
2. Mr. Arjun Singh S/o Narotam Singh r/o 67, Near Ozone City Village Mahua Khera Post Devi Nagla Distt. Aligarh Distt Aligarh aged about 58 years (hereinafter called the continuing partners of the Second part).
3. Mrs. Sunita Singh W/o Late Sri Rajesh Kumar Singh R/o O-7 Vikram Colony Ramghat Road, Aligarh , Aligarh aged about 47 years (hereinafter called the called the continuing partners of the third part).
4. Mr. Vijay Kumar Singh S/o Sri Rakesh Kumar Singh R/o MS-23 ADA Colony, Avantika Phase-1 Ramghat Road Aligarh aged about 22 years (hereinafter called the called the continuing partners of the fourth part).
5. Mr. Yogendra Pal Singh S/o Shri Raj Pal Singh, R/o F-1, Vikram Colony, Aligarh aged about 45 years (hereinafter called the called the continuing partners of the fifth part).
6. Mr. Pradeep Kumar S/o Sri Jawahar Singh R/o R.K. Puram Near Vikas Nagar Agra Road, Aligarh aged about 39 years (hereinafter called the called the continuing partners of the sixth part).
7. Mr. Pramod Kumar Rana S/o Sri Jawahar Singh R/o 1, R.K. Puram Near Mandir Park Sasni Gate Agra Road Aligarh aged about 40 years (hereinafter called the called the continuing partners of the seventh part).
8. Mr. Ashneet Pal Singh S/o Param Jeet Singh R/o 3/10 Station Road Pan Dariba Aligarh aged about 22 Years (hereinafter called the called the continuing partners of the eighth part).
9. Mr. Param Jeet Singh S/o Sri Rawail Singh R/o 3/10 Station Road Pan Dariba Aligarh aged about aged about 48 years (hereinafter called the called the continuing partners of the ninth part).
10. Mr. Rajendra Pal singh S/o Sri kunwar Pal Singh R/o C-3 Sector 9 Ghaziabad aged about aged about 62 years (hereinafter called the called the New partner of the tenth part).

WHEREAS the aforesaid Continuing Partners from party of the first part to party of the ninth part were carrying the business of construction, development and selling of flats, duplex, apartments, market complex etc and deal in sale and purchase of lands and building in the city of ALIGARH under the name and style of M/s Jadon Infra Tech as per the deed of partnership executed w.e.f. 23<sup>rd</sup> day of March, 2018.

Whereas the aforesaid continuing partners are desirous to admit party of the tenth part as partner in the interest of the firm and party of the tenth part agreed to admit in the firm as partner and

S.K. Chauhan

सुनीता सिंह

Vijay Kumar Singh

Vijay Kumar Singh



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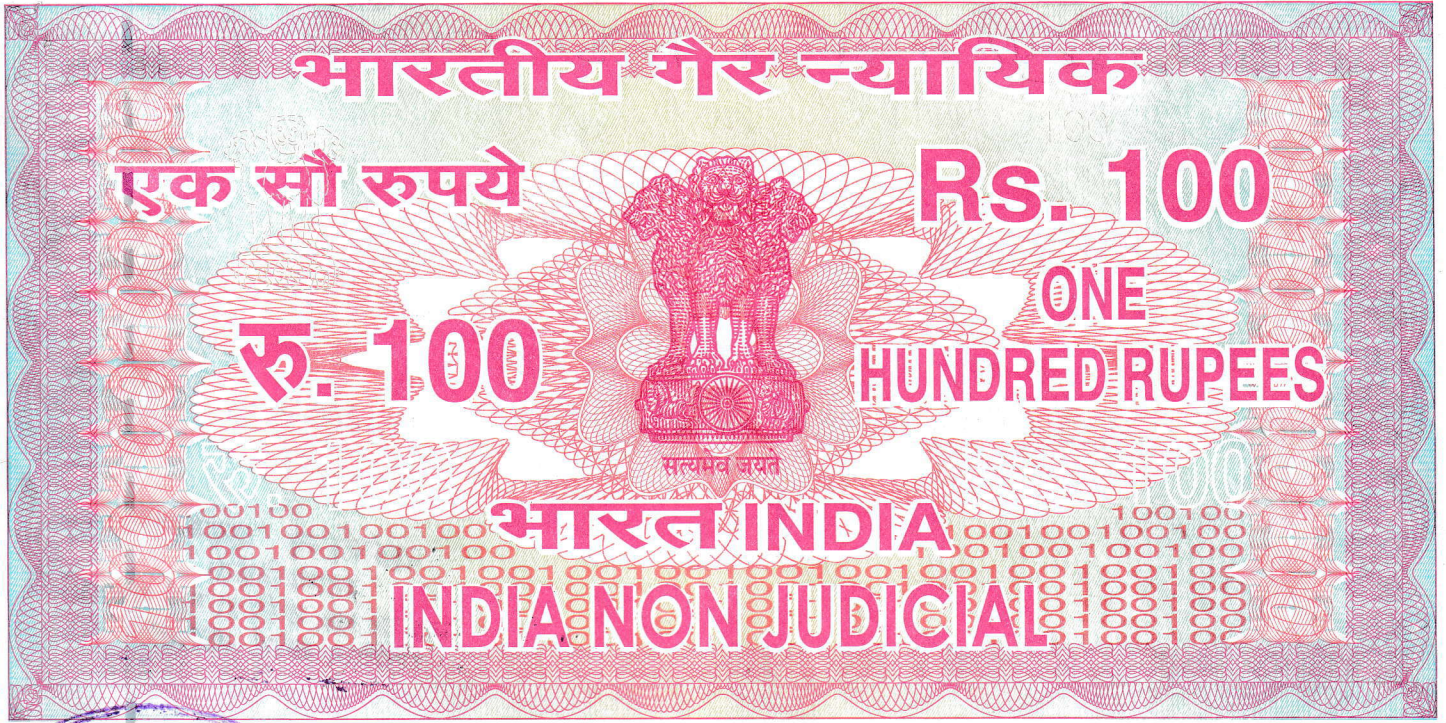
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6/6/18

कंचन शर्मा  
स्टाम्प विक्रेता  
तक सं 100, बरध 31 मार्च 2019  
सिबिल कोर्ट अलीगढ़





उत्तर प्रदेश UTTAR PRADESH therefore, all continuing partners agreed to give up out of their old share in profit 5% to the new partner.

And therefore it has been thought desirable and expedient to reduce the terms and conditions agreed upon by the partners in to writing to avoid future misunderstanding and the terms of partnership has been executed w.e.f. 06.06.2018

NOW, THEREFORE THIS DEED WITNESSETH as under:

1. That the partnership business shall continue to be carried on under the name and style of M/s. **M/s. Jadon Infratech.**
2. That the business of the partnership shall be to carry on the business of construction, development and selling of flats, duplex, apartments, market complex etc and deal in sale and purchase of lands and building and/or such other allied business. However with Mutual Consent the firm shall carry other business as the party may mutually decide from time to time.
3. That the Capital required for the purposes of the partnership business shall be provided and arranged for by the all the partners in equal proportion and/or in such manner as they mutually decide looking to the needs/requirements of the partnership firm.
4. That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) 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 period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.
5. That all the partners are actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 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 year as under:

a) On the first Rs.3, 00,000/- of book profit or in case of a loss.	Rs.1,50,000/- or at the rate of 90% of the book -profit, whichever is more
b) on the balance of the book profit	At the rate of 60%.

SK Chauhan

सुनीता सिंह

Ujjay Singh



८०) जाहीन इन्सुरेक F-1 <sup>8</sup> विरुद्ध जल्लोरी गज्ज

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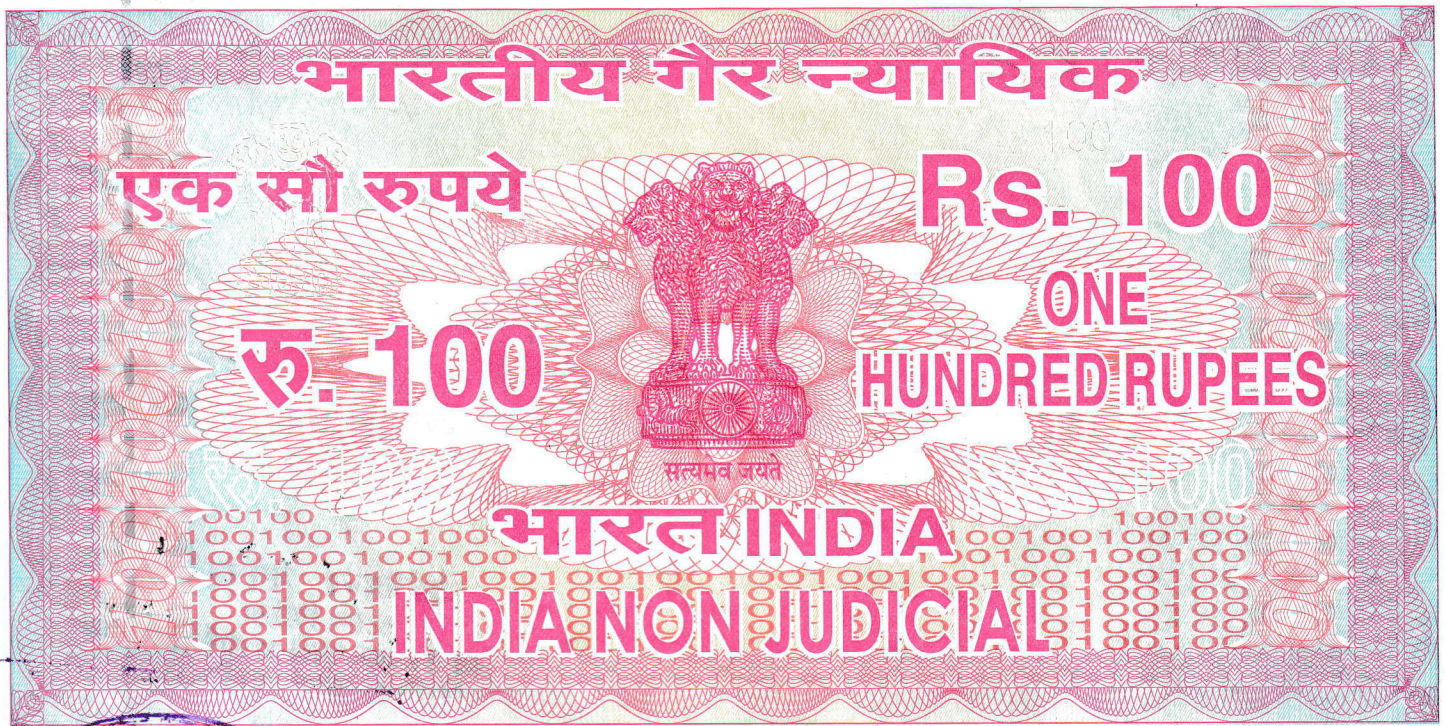
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Such amount of remuneration shall be equally distributed between the said working partners. The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

7. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.
8. That the partnership has been and shall be a partnership **at will**.
9. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, 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 from time, to time, shall be divided and distributed amongst the partners in the following proportion:

<u>Sr. No.</u>	<u>Name of Party</u>	<u>Share in profits/losses</u>
i.	Mr. Sunil Kumar Chauhan	15.74%
ii.	Mr. Arjun Singh	12.60%
iii.	Mrs. Sunita Singh	12.60%
iv.	Mr. Vijay Kumar Singh	10.00%
v.	Mr. Yogendra Pal Singh	12.60%
vi.	Mr. Pradeep Kumar	07.86%
vii.	Mr. Pramod Kumar Rana	07.87%
viii.	Mr. Ashneet Pal Singh	07.86%
ix.	Mr. Param Jeet Singh	07.87%
x.	Mr. Rajendra Pal Singh	05.00%

10. That the bank account or accounts have been and shall be maintained in the name of the firm and the said Bank account shall be operated jointly by Yogendra Pal Singh and Sri Param Jeet Singh i.e. party of the fifth part and party of the ninth part respectively or as they mutually decide. However partners with mutual consent can change the authority to operate the Bank account. Further the Firm/partners can borrow Term loan or any other loan from any Banks or financial institution or from their friends and relatives and fulfill all the necessary formalities in this regard. It has been mutually decided that necessary formalities for obtaining loan etc from Banks and other Govt. Deptt. /institution shall be fulfilled by any partner of the firm and the act done by said partner shall be binding to all the partners and the firm.

S.K. Chauhan

सुनीता सिंह

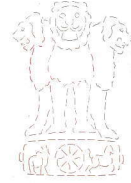
Vijay K. Singh



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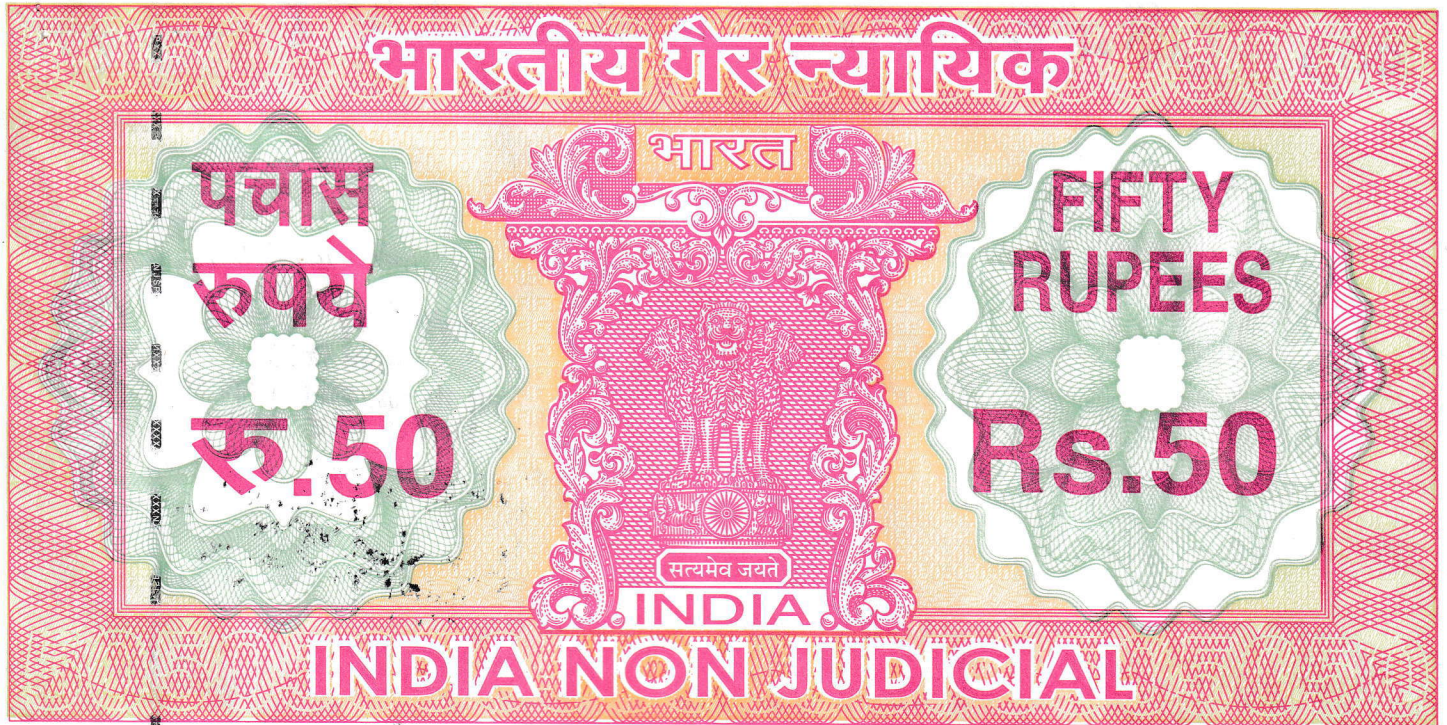


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उत्तर प्रदेश **UTTAR PRADESH**

That Sri Yogendra Pal Singh party of the fifth part with Sri Pramod Kumar Rana party of the seventh part and/or Sri Param Jeet Singh Rana Party of the ninth part are jointly authorizes to execute sale deed/ registry of the properties before the competent authorities and all such acts or actions done by these partners of the firm shall be binding to all the partners and the firm.

12. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.
13. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and Conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.
14. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements thereof and may set in such manner with regard thereto as may be agreed upon by and between them and modify the above terms by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.
15. That all disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

First Party	Second Party	Third Party	Fourth Party	Fifth Party
Sunil Kr. Chauhan	Arjun Singh	Sunita Singh	Vijay Kumar Singh	Yogendra Pal Singh
Sixth Party	Seventh Party	Eighth Party	Ninth Party	Tenth Party
Pradeep Kumar	Pramod Kumar Rana	Ashneet Pal Singh	Param Jeet Singh	Rajendra Pal Singh

WITNESSES;



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