



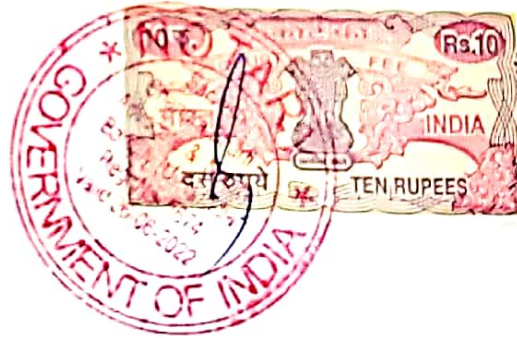
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP01270780205637T  
Certificate Issued Date : 06-Jul-2021 05:17 PM  
Account Reference : NEWIMPACC (SV)/ up14217304/ BAREILLY SADAR/ UP-BLY  
Unique Doc. Reference : SUBIN-UPUP1421730490606359123219T  
Purchased by : HARPREET SINGH  
Description of Document : Article 46 Patnership  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : KAVERI ENTERPRISES  
Second Party : HARPRAT SINGH  
Stamp Duty Paid By : HARPRAT SINGH  
Stamp Duty Amount(Rs.) : 750  
(Seven Hundred And Fifty only)



Please write or type below this line.



*Bahli*

*Harpreet Singh*

*Pratish M*  
P.S

*Harpreet Singh*

QT 0002228067

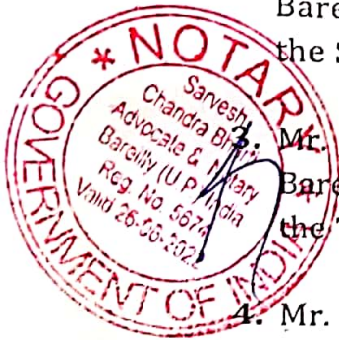
## Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at [www.andhastamp.com](http://www.andhastamp.com) or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. In case of any discrepancy please inform the Competent Authority.

**AGREEMENT MODIFYING THE PARTNERSHIP DEED**

This deed is made at Bareilly this 01<sup>st</sup> Day of August 2021 between

1. Mr. Harpreet Singh, son of Shri Pritpal Singh, R/o 17-A, Model Town, Bareilly - 243001, Uttar Pradesh, India, (hereinafter referred to as party on the **FIRST PART**) (**Existing Partner**),
  2. Mr. Gurpreet Singh, son of Shri Pritpal Singh, R/o 17-A, Model Town, Bareilly - 243001, Uttar Pradesh, India, (hereinafter referred to as party on the **SECOND PART**) (**Existing Partner**),
  3. Mr. Pritpal Singh, son of Late Shri Kesar Singh, R/o 17-A, Model Town, Bareilly - 243001, Uttar Pradesh, India, (hereinafter referred to as party on the **THIRD PART**) (**Incoming Partner**)
  4. Mr. Balpreet Singh, son of Sh. Amrik Singh, R/o 17-A, Model Town, Bareilly, 243001, Uttar Pradesh, India, (hereinafter referred to as party on the **FOURTH PART**) (**Incoming Partner**)
- AND**
5. Mrs. Shivani Arora, W/o Sh. Balpreet Singh, R/o 17-A, Model Town, Bareilly, 243001, Uttar Pradesh, India, (hereinafter referred to as party on the **FIFTH PART**) (**Incoming Partner**)



The terms (First, Second, Third, Fourth and Fifth parties shall wherever the contexts to request mean and include their respective heirs, legal representatives, administrators, executors and assigns) of the each part shall witnessed as under :-

WHEREAS the aforesaid Existing Partners (First Party and Second Party), were carrying on the business in the name and style of M/s KAVERI ENTERPRISES.

*Harpreet Singh*

*Gurpreet Singh*

*Part 3rd*  
*PS*

*Balpreet Singh*

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*Shivani Arora*

AND WHEREAS the Party's of the First and Second part have invited Party of the Third, Fourth and Fifth part to Join Hands with them.

AND WHEREAS the Party's of the Third, Fourth and Fifth part have expressed their desire to join hands with party of the first and second part above namely Harpreet Singh and Gurpreet Singh.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. This deed is supplemental to the Deed of Partnership dated: 01<sup>st</sup> April 2012 & 01<sup>st</sup> April 2007 made between the said parties.

2. NAME:

THAT, the business of the partnership will be carried on under the name and style of **M/S KAVERI ENTERPRISES**

3. PLACE:

THAT, the principal place of business will be at Commercial Block, South City Greens Colony, Badaun Road, District Bareilly (U.P.) and /or at any other place(s) as the parties named here in above may mutually agreed upon. Parties may also open/close any Branch of the firm at any place as may be decided mutually from time to time.

4. PURPOSE:

THAT, the business shall be run in the the field of Sale/Purchase of Land, Building and all type of immovable Properties, Housing Development Projects, Land Development, Plotting of Lands, Construction of Houses, Residential/Commercial Complex, Civil Construction work and also General order supplier.

Amf  
Boruh

Gurpreet Singh

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Signature

## 5. DURATION OF PARTNERSHIP:

No new partner will be admitted except the consent of continuing partners. Also, no partner will retire except the written consent of the continuing partner.

The duration of partnership will be AT WILL. However, it shall not be dissolved for at least five years or with the consent of both continuing partners.

## 6. CAPITAL:

The capital contribution of party of the first part and second part will be in the form of cash or cash equivalent.

The capital contribution of party of the Third part, Fourth part and Fifth part, will be in the form of immovable property the details of property are as under:

| S. No. | Name           | Village         | Khasra No.          | Area (In SQMTR) |
|--------|----------------|-----------------|---------------------|-----------------|
| 1      | Pritpal Singh  | Behti Deh Jagir | 312 & 313           | 665.00          |
| 2      | Balpreet Singh | Kargaina        | 280 K & 281         | 3571.50         |
|        |                | Behti Deh Jagir | 312 & 313           | 552.50          |
| 3      | Shivani Arora  | Kargaina        | 280 K               | 1611.50         |
|        |                | Behti Deh Jagir | 312, 313, 314 & 315 | 3813.50         |

The FMV of Stamp Duty Act or the rate mutually decided by partners but not lower than the FMV, will be taken as the rate for calculation of capital contribution.

*Handwritten signature of Balpreet Singh*

*Handwritten signature of Pritpal Singh*  
GP

*Handwritten signature of Pritpal Singh*  
P

*Handwritten signature of Shivani Arora*

## 7. SHARING RATIO:

That the profits/losses of the partnership firms after providing interest on Capital Account and the remuneration to Working Partner shall be divided/ borne in the following ratio:

|       |                          |        |
|-------|--------------------------|--------|
| (i)   | Party of the First Part  | 45.00% |
| (ii)  | Party of the Second Part | 45.00% |
| (iii) | Party of the Third Part  | 00.65% |
| (iv)  | Party of the Fourth Part | 04.04% |
| (v)   | Party of the Fifth Part  | 05.31% |

## 8. BANK ACCOUNT:

The firm shall have in its name such Bank Accounts as may be necessary with any Bank, whether scheduled, Co-operative or Nationalized Bank and the Bank Accounts shall be operated by the First part. However, the partners may decide any other mode of operation later on.

## 9. MANAGEMENT:

Harpreet Singh, the first part & Gurpreet Singh, the Second Part herein shall be the managing partner of the firm, they shall carry on day to day affairs of the firm in the best interest of the partners with the assistance of the other partner. Matters relating to line of business, finances, place of business, salaries, appointments etc., shall be decided from time to time by the managing partner.

## 10. DEATH OR RETIREMENT:

In case of death, insolvency, lunacy or retirement of any one of the partner of the firm, the firm shall not automatically get closed. The surviving partner will be entitled to continue the firm either by taking new partners or without introducing anybody.

*Harpreet Singh*  
*Bahar*

*Gurpreet Singh*

*Prakash*

*Shivani*

## 11. BORROWINGS:

The partners may, by mutual consent, borrow the funds from any bank, society, co-operative Bank, financial institution or individuals for the purpose of running the business and in such cases all the partners will jointly and severally be responsible for the repayment of loans or credit facilities availed by the firm. No partner will be entitled to borrow money in the name of the firm individually and all security documents shall be signed by all the partners.

## 12. INTEREST ON CAPITAL:

That the capital of each partner would be entitled to interest @12% minimum or rate specified in the Income Tax Act, 1961 for this impose whichever is lower. However, the partners may decide such high or lower rate as may be mutually agreed between the parties from time to time, keeping in view the operating results of the partnership business and the provisions of the Income Tax Act, 1961 as amended from time to time.

## 13. REMUNERATION:

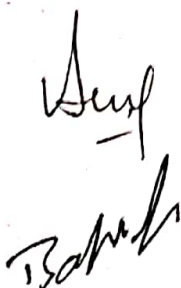
That all the parties to this deed shall be the working partners of the firm and shall be actively engaged in conducting the affairs of the business of the firm from time to time.

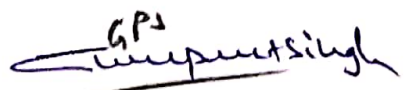
The yearly remuneration payable to them shall be calculated as a percentage of book profits in the following manner:-

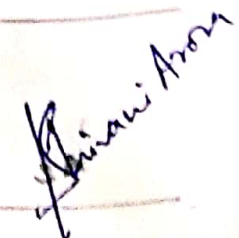
- a) In respect of first Rs. 3 lakh of Book the book profit more. : Rs. 1,50,000 or 90% of book profit, whichever is

But, in no case, it will exceed the amount of book profit.

- b) In respect of the balance book Profit : 60% of book Profit



  
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For the purpose of the above calculations, "Book Profit" shall be calculated on the basis of Book Profit as shown by the books and computed as provided in section

28 to section 44AD of The Income Tax Act, 1961 without deducting the remuneration paid or payable to the partners for the relevant accounting year.

The remuneration so calculated above will be divided amongst the partners equally. The partners may, by mutual agreement modify the remuneration stipulated above.

**14. FINANCIAL YEAR:**

The financial year of the firm shall be from 1<sup>st</sup> April of each year ending with 31<sup>st</sup> March of succeeding year.

**15. OTHERS:**

- i. The partners shall sincerely do their respective jobs which is necessary in the best interest of the firm so as to run the same monthly and profitably to the best advantage of all the partners. If the partner has to deliberately cause loss to the firm or is acting inimical to the interest of the firm such a partner shall make good the name to the other partner and such partner shall be removed from the partnership.
- ii. That in case of any doubt or dispute arising between the partners relating to the partnership business and its affairs the matter will not be taken into court of law and it shall be settled through arbitration by appointing a mutually agreed Arbitrator whose award will be final and binding on all the parties hereto.

*Amir*

*Bakshi*

GP

*Chandrasekhar*

*Prakash*

*Shivani*

iii. That no partner shall be entitled to sell or assign his/her share to any third party without the consent of all other partners.

iv. It is hereby agreed and settled that the sale deeds of the flats/house/plots being sold by the firm shall be executed by and on behalf of the firm by Party of the Either First Part or Second Part and Party of the Either Fourth part or Fifth Part jointly namely:

1- Harpreet Singh (First Part) or

2- Gurpreet Singh (Second Part)

And

3- Balpreet Singh (Fourth Part) or

4- Shivani Arora (Fifth Part)

In favour of prospective buyers.

In respect of all the matter for which there is no specific clause provided herein, the parties herein, will be governed by the provisions of the Indian Partnership Act 1932 and any amendments thereto from time to time.

vi. The partners will not be entitled to withdraw the capital contributed by them till such time the loans contracted by the firm is fully discharged.

vii. That the terms and condition of the partnership deed may be altered, modified, varied, added or cancelled by any mutual agreement arrived at between the partner and signed by all the parties.

*Harpreet Singh*

*Balpreet Singh*

*GP2*  
*Gurpreet Singh*

*Shivani Arora*  
*SA*

*Shivani Arora*

IN WITNESS WHEREOF We the following partners have put their respective signatures in taken to having agreed to the terms contained in this partnership deed, on 1st April 2012

## WITNESSES



1. Name:

Party Address:

Signature:

2. Name:

Address:

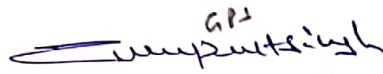
Signature:

Date:

Place:

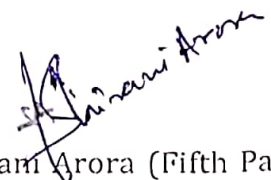
## EXECUTANTS

  
Mr. Harpreet Singh (First

  
Mr. Gurpreet Singh (Second Party)

  
Mr. Pritpal Singh (Third Party)

  
Mr. Balpreet Singh (Fourth Party)

  
Mrs. Shivani Arora (Fifth Party)

Certified that Harpreet Singh, Gurpreet Singh, Pritpal Singh  
who is identified by Shri Harpreet Singh Balpreet Singh, Shivani Arora  
sworn confirm the contents of the affidavit and further understood contents  
in my presence at Bareilly dated 08/09/2021

(Sarvesh Chandra Bhatti)  
Advocate & Notary Bareilly