INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Serial No. 405 /2022

CBDave

CHAITALI B. DAVE
NOTARY
GOVT. OF INDIA

20 MAY 2022

Certificate No.	:	**IN-GJ37814789232913U**
Certificate Issued Date	:	05-Apr-2022 12:37 PM
Account Reference	:	SHCIL (FI)/ gjshcil01/ SATELLITE/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJSHCIL0107900932944952U
Purchased by	:	VISHAL DESAI
Description of Document	:	Article 44(2)(b) Partnership - Alteration (Other than clause a.)
Description	:	ANJNEY BUILDCON, 11th FLOOR, ELANZA VERTEX, BODAKDEV, AHMEDABAD.
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AMIT LAXMANBHAI PATEL
Second Party	:	MAYANK RATILAL PATEL AND OTHERS
Stamp Duty Paid By	:	AMIT LAXMANBHAI PATEL
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

NOTARY
CHAITALI B. DAVE
AHMEDABAD DIST.
GUJARAT STATE
REGN. No. 12655/17
EXPIRY DT.
29/01/2027
GOVT. OF INDIA

SHCIL
SATELLITE

0033088343

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



DEED OF PARTNERSHIP

ANJNEY FINEBUILD

THIS DEED of Partnership is made and entered into at Ahmedabad on 08th April, 2022 by and between:-

01) **SHRI AMIT LAXMANBHAI PATEL (PAN: ABJPP9877A)**, residing at 8- MARUTI HILLS BUNGLOWS, NR.AARYA BUNGLOWS, OPP.SHALIGRAM-3,PRAHLADNAGAR ROAD, SATELLITE,AHMEDABAD 380015, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **FIRST PART;**

02) **SHRI ARJUN ALKESHBHAI PATEL** (**PAN: BCFPP3146J**)residing at 07 - Maruti Hills Bunglows, Nr. Aarya Bunglows,Opp.Shaligram-3,Prahladnagar Road, Satellite, Ahmedabad - 380015; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **SECOND PART;**

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

03) **SHRI SIDDHARTH ALKESHBHAI PATEL** (PAN: CFKPP4769Q) residing at 07 - Marutihills Bunglow, Nr.Aarya Bunglows,Shaligram - 3,Prahladnagar Road, Satellite, Ahmedabad - 380015; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **THIRD PART;**

04) **SHRI MAYANK RATILAL PATEL** (PAN: ALWPP5126H) residing at B-10,Rajhansh Society ,Nr.Nabard Vihar Xavier's Collage Road, Ellisebridge,Ahmedabad- 380006,which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **FOURTH PART;**

05) **SHRI JIGNESH ARVINDBHAI SHAH (PAN:AIQPS5239M)** residing at 18,Gala Aurum, Mamadpura Village Road ,Ahmedabad City,Makarba,Ahmedabad-380051; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **FIFTH PART;**

06) **SHRI JIGAR JAYANTIBHAI PATEL (PAN:ABXPP3698R)** residing at 7,Tapas Bunglows , Opp. Rivera - 11,Prahladnagar ,Ahmedabad City, Ahmedabad - 380015; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **SIXTH PART;**

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

07) **SHRI BHAVINBHAI JAYANTIBHAI PATEL (PAN:ADQPP3481R)** residing at 7, Tapas Bunglows , Opp. Rivera-11,Prahladnagar, Ahmedabad city, Ahmedabad - 380015; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **SEVENTH PART;**

AND

08) **EXCELLIFE REALTY HEIGHTS LLP(PAN:)** represented by its Designated Partner and Authorised Representative (vide Resolution No.___ dated _____)**SHRI ASHESH MANVENDRABHAI PATEL AND SHRI RAJIV RAMANLAL PATEL** having its registered office at 1001,Shapath-1, Opp. Rajpath Club, S.G.Highway, Bodakdev ,Ahmedabad - 380054; the party here to above referred as party of **EIGHT PART.**

WHEREAS the parties of **FIRST, SECOND, THIRD & FOURTH** PART of this indenture have been carrying on business in the name of **ANJNEY BUILDCON** at 11TH Floor, Elanza Vertex, Nr. Armeida, Sindhu-bhavan road, Bodakdev Ahmedabad- 380059 in partnership in pursuance of deed with object to carry on in India or elsewhere business of building construction and real estate development or any other business under the name of the above mentioned partnership firm vide Partnership Deed dated 28th November, 2019.

AND WHEREAS the parties of **FIRST, SECOND, THIRD & FOURTH** PART of this indenture now desire to **admit** the parties of **FIFTH, SIXTH, SEVENTH, & EIGHTH** PART as an additional partner in the said partnership with effect from 08th April, 2022.

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

AND WHEREAS the new partner i.e. the parties of **FIFTH, SIXTH, SEVENTH, & EIGHTH** PART is also **willing to** join the said partnership.

AND WHEREAS the parties of **First to Eight part** have decided to carry on aforesaid business of building construction and real estate development in partnership, which was earlier carried on by party of First to Four part vide partnership deed dated 28th November, 2019, in the new name and style of 'ANJNEY FINEBUILD' instead of 'ANJNEY BUILDCON' with a view to earn maximum profit, at 11th Floor, Elanza Vertex, Nr.Armeida, Sindhu-bhavan road, Bodakdev Ahmedabad- 380059.

AND WHEREAS the parties hereto are desirous of rewriting the terms and conditions of the said partnership agreement in writing, therefore parties do, by way of mutual consent, hereby enter into this new written agreement.

NOW THIS INDENTURE WITNESS and it is mutually agreed by and between the parties hereto as under:

01) **NAME, STYLE AND ADDRESS :**

The name and style of the partnership shall be **ANJNEY FINEBUILD** having its Registered Office at 11TH Floor, Elanza Vertex Nr.Armeida, Sindhu-bhavan road, Bodakdev Ahmedabad- 380059 and at such other place or places as the parties hereto may from time to time mutually agreed upon.

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

02) **NATURE OF BUSINESS :**

The business of the firm is to carry out activity in relation to building residential and commercial structures, land development and construction related work and any other type of business with the consent of all partners.

03) **COMMENCEMENT AND DURATION :**

The said partnership business shall be deemed to have commenced from 28/11/2019. The duration of the partnership shall be "AT WILL".

04) **CAPITAL :**

That the capital required for carrying on and continuing the business shall be brought in by all the parties of this indenture as and when required. The requirement of funds shall be fulfilled by partners as and when required either in form of capital or through loan secured or unsecured.

Partner may draw money from the firm by mutual consent for their personal needs. The firm will pay or charge a simple interest at the rate of 12 % p.a. or at such other rate of interest as may be mutually agreed upon from time to time which will be calculated on product system on the net amount outstanding to their respective capital accounts however if agreed by all partners, interest may not be provided or collected or may be provided at a rate lower than 12 % on outstanding capital of the partners.

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

05) **ACCOUNTING YEAR :**

The accounting year of the partnership business shall be the Financial Year i.e. the year begins from April and ends of March.

06) **SHARE OF PROFIT & LOSS :**

After setting aside all the business expenses including charities, interest to the partners, bad debts, depreciation etc., the net profit or loss including capital profits or losses shall be divided amongst the parties hereto as under:

Sr.No.	Name of the Partners	% of Profit or Loss
1.	SHRI AMIT LAXMANBHAI PATEL	25.44%
2.	SHRI ARJUN ALKESHBHAI PATEL	13.06%
3.	SHRI SIDDHARTH ALKESHBHAI PATEL	13.06%
4.	SHRI MAYANK RATILAL PATEL	17.19%
5.	SHRI JIGNESH ARVINDBHAI SHAH	06.25%
6.	SHRI JIGAR JAYANTIBHAI PATEL	05.00%
7.	SHRI BHAVIN JAYANTIBHAI PATEL	05.00%
8.	EXCELLIFE REALTY HEIGHTS LLP	15.00%
	Total	**100 %**

07) **PARTNERS REMUNERATION :**

Remuneration to the Partners will be provided in the ratio as mentioned above. The remuneration payable to the said working partners shall be computed in the manner laid down in explanation 3 to section 40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force in the Income Tax Act of the PARTNERSHIP FIRM of the relevant accounting year.

For, EXCELLIFE REALTY HEIGHTS LLP

A M Patel

J. J. Patel

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

Such amount shall be distributed between the said working partners in ratio of Profit or Loss sharing ratio.

Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of each working partners. The working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time. Partners with their mutual consent may, reduce or may not provide, remuneration to working partners.

08) **BANK ACCOUNT :**

The bank account of the partnership shall be opened with any bank or banks as may be agreed upon by the parties hereto and same shall be operated by **Joint** signature of :

1. Jignesh Arvindbhai Shah

OR

2. Amit Laxmanbhai Patel

OR

3. Mayank Ratilal Patel

AND

1. Ashesh Manvendrabhai Patel

(An Authorized Representative of Excellife Realty Heights LLP)

OR

2. Rajiv Ramanlal Patel

(An Authorized Representative of Excellife Realty Heights LLP)

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

J. J. Patel

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

09) PLACE OF BOOKS OF ACCOUNTS :

The usual books of accounts shall be kept properly posted up and shall not be removed from the usual place of business without the consent of all the partners. Such partner or his duly authorized representatives shall have free access to them at all times and shall be entitled to make such extracts thereof as he may think fit either by himself or through his agent.

10) ACCOUNTING OF PARTNERSHIP FIRM :

On 31st March, during the subsistence of this partnership, an account shall be taken of all the assets and liabilities of the partnership firm and Balance Sheet and Profit and Loss account shall be prepared and the profit and net loss including the profit or loss on capital account, if any, shall be ascertained. A copy of Balance Sheet and Profit and Loss account shall be signed by each partner who shall be bound by the same and the same shall not be opened except in case of major error signified by him to the other within three months from date of signature which alone may be rectified.

NOTARY CHAITALI B. DAVE AHMEDABAD DIST. GUJARAT STATE REGN. No. 12655/17 EXPIRY DT. 25/01/2022 GOVT. OF INDIA

11) PERSONAL DEBTS AND LIABILITIES :

That the firm shall not be liable for any personal debt or liability of any nature of the partners of the firm.

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

J-J-Patel

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

12) RIGHTS & DUTIES :

a) That the partners shall be just and faithful to each other relating to the business of the partnership and shall give full account and true information of all things relating to the same as often as they shall be reasonably required. The Parties of Fifth to Eight part shall be liable for the act of the firm with effect from 08-04-2022 only whereas parties of First to Fourth Part shall have rights and liabilities in relation to act of the firm since the commencement of the firm.

b) The parties shall devote such of their respective time and attention to the partnership business as they in their discretion think proper or necessary with a view to carry on the same to the greatest advantage of all the partners.

The partners shall with consent of the other partners either directly or indirectly be engaged with or interested in any trade and/or business competing with the partnership business.

c) Be entitled to appoint in writing any person or persons as his constituted attorney or attorneys and such person or persons as will have free access to books of accounts, take the extracts or copies of the same whenever he or it may think fit.

NOTARY
CHAITALI B. DAVE
AHMEDABAD DIST.
GUJARAT STATE
REGN. No. 12655/17
EXPIRY DT.
29/01/2027
GOVT. OF INDIA

J.T. Patel.

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

13) RESTRICTIONS :

None of the partners shall without the consent of the other partners will;

(A) Indulge in any speculation business on behalf of firm.

(B) Create any pledge, mortgage, hypothecation, charge, lien or any sort of encumbrance on the assets of the partnership.

(C) Borrow or lend money on behalf of/or in the name of the partnership except in the ordinary course of the business.

(D) Enter into any bond or furnished security for any person or knowingly cause or suffer to be done in any manner whereby the partnership interest may be endangered or harmed.

(E) Mortgage or charge his share in the business or profit of the firm.

(F) Draw, accept or endorse any bills of exchange or promissory notes on account of the firm except in the ordinary course of the business of the partnership.

(G) Settle, compromise, give up or referred to the arbitration any disputes, claims, demands or suit by or against the partnership.

NOTARY CHAITALI B. DAVE AHMEDABAD DIST. GUJARAT STATE REGN. No. 12655/17 EXPIRY DT. 29/01/2027 GOVT. OF INDIA

J.J. Patel

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

(H) Institute any proceedings in any court of law in the name of or on behalf of firm for any of the forgoing stipulation. If he does so, he shall indemnify the other partners from all losses and expenses on account thereof.

14) SELL OF SHARE :

It is expressly agreed between the parties hereto that no partner shall be entitled to sell or assign his share in the firm to any outsider. If any of the partner wants to sell his part of share in the firm then such shares shall be offered first to remaining partners of the firm and in case of non-acceptance of such sell of share by other partners only, the same shall be offered to outsiders. The same may be mutually agreed upon.

NOTARY CHAITALI B. DAVE AHMEDABAD DIST. GUJARAT STATE REGN. No. 12655/15 EXPIRY DT. 29/01/2027 GOVT. OF INDIA

15) RESIGNATION,RETIREMENT OR INSOLVENCY :

If any of the partner desires to retire from the partnership, such partner, of giving two months clear notice in writing of his intention to retire,can retire on the expiry of the said period mentioned in the said notice after the settlement of accounts, however the partner being adjudicated insolvent shall forthwith cease to be a partner. On such event physical stock of goods remaining unsold or unused will be taken and valued and net profit or loss will be determined. The Liabilities of retiring partner will continue towards partnership firm for the acts done by or on behalf of the firm till the date of retirement. In the event of resignation, retirement, or insolvency of any of the partners, the remaining partners are entitled to continue the business under

J-J-Patel

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

the same name and style of **ANJNEY FINEBUILD** at the same place or some other places with necessary consent from all the partners.

Death or retirement of any partner shall not dissolve the partnership so far the other partners are concerned. If all the contributing partners unanimously agree, the heirs of the deceased partner or nominee of the retiring partner will have a right to join firm. The capital accounts so standing to the credit of such partner will be refunded or adjusted against his outstanding liabilities. Retirement of one or more partners shall neither dissolve the firm nor shall it be termed or treated as dissolution for the purpose of sec. 45(4) of the Income Tax Act as it stands today.

NOTARY CHAITALI B. DAVE AHMEDABAD DIST. GUJARAT STATE REGN. No. 12655/17 EXPIRY DT. 29/01/2027 GOVT. OF INDIA

16) **DISOLUTION :**

That on the dissolution of the partnership otherwise than by death, an account shall be taken of the assets and liability and transactions of the partnership.

Asset owned by the firm shall be realized and shall be applied firstly in payment of the costs of realization, secondly in discharge of liability of the firm, thirdly in payment of any unpaid profits or interest on capital due to any partner, fourthly in payment of each partners capital and lastly the balance shall be divide amongst the partners in the shares in which they shall be entitled to the profits of the partnership and each partner shall execute and do all other things as may be necessary or convenient for the all other partners

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

17) **ARBITRATION :**

That all differences arising between the partners or their respective representatives or any of them with regard to any of the matters covered in this deed of partnership or construction or application thereof or any clause or thing herein contained or any accounts, valuation or division of any assets, debts or liabilities to be made hereunder or in respect of any act, deed or omission of any partner or any matter relating to the partnership or the affairs thereof or rights, duties and liabilities of any person under this deed shall referred to a single arbitrator appointed and agreed by all parties to a dispute in a accordance with the provisions of the Indian Arbitration and Conciliation Act. 1996, or the statutory modifications thereof for the time being in force. Such reference to arbitration shall be condition precedent to the obtaining of any relief in any court of law in respect of any such dispute or difference.

In case of any dispute among partners, the place of Jurisdiction shall be Ahmedabad only.

18) **ALTERATION OR MODIFICAITON :**

It shall be open to parties at any time to mutually agree or to alter and/or delete any term and condition of this deed or add any new terms and/or condition. In the event of such changes no fresh deed shall be executed. Such alteration of amendments shall be incorporated in addendum as the case may be.

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

For, EXCELLIFE REALTY HEIGHTS LLP

Partner

IN WITNESS WHEREOF the parties hereto have set their respective hands and seal on the day and year first hereinabove written.



Signed and delivered
by the within named: _____
[AMIT LAXMANBHAI PATEL]



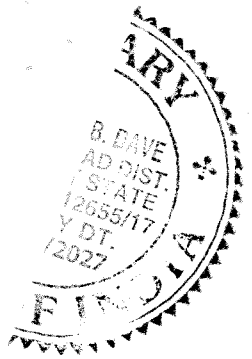
Signed and delivered
by the within named: _____
[ARJUN ALKESHBHAI PATEL]



Signed and delivered
by the within named: _____
[SIDDHARTH ALKESHBHAI PATEL]



Signed and delivered
by the within named: _____
[MAYANK RATILAL PATEL]





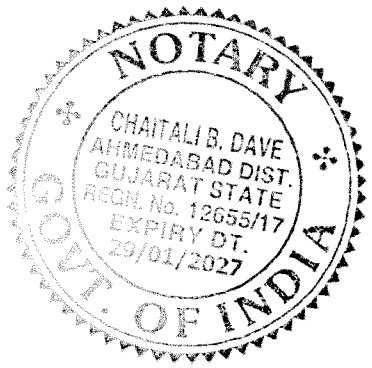
Signed and delivered
by the within named: _____

[JIGNESH ARVINDBHAI SHAH]



Signed and delivered
by the within named: J. J. Patel

[JIGAR JAYANTIBHAI PATEL]





Signed and delivered
by the within named: _____

[BHAVIN JAYANTIBHAI PATEL]

For, EXCELLIFE REALTY HEIGHTS LLP

Signed and delivered
by the within named: _____ Partner

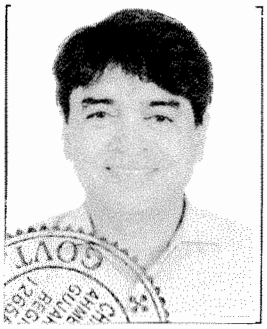
[EXCELLIFE REALTY HEIGHTS LLP]
(Represented through its
Designated Partner)
[Mr. ASHESH MANVENDRABHAI PATEL.]



For, EXCELLIFE REALTY HEIGHTS LLP

Signed and delivered
by the within named: _____ Partner

[EXCELLIFE REALTY HEIGHTS LLP]
(Represented through its
Designated Partner)
[Mr. RAJIV RAMANLAL PATEL.]



IN PRESENCE OF:

1) _____

BEFORE ME

CHAITALI B. DAVE
NOTARY
GOVT. OF INDIA

20 MAY 2022

PARTNERSHIP DEED

ANJNEY BUILDCON

DEED OF PARTNERSHIP

ANJNEY BUILDCON

THIS DEED of Partnership is made and entered into at Ahmedabad on 28 day of November, 2019 between:

01) **SHRI AMIT LAXMANBHAI PATEL (PAN: ABJPP9877A)**, residing at 8- MARUTI HILLS BUNGLOWS, NR.AARYA BUNGLOWS, PRAHLADNAGAR ROAD, SATELLITE,AHMEDABAD 380015, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **FIRST PART;**

NUTAN NAGRIK SAHAKARI BANK LTD.
REGENCY PLAZA, 100 FT. FLOAD
VEJALPUR, AHMEDABAD - 380 015
Lic no. CAO / SDS / AUTH / AV / 351 / 2012
भारत INDIA
STAMP DUTY
Rs. 000500
00000
28.11.2019
GUJARAT
SPL.ADH
4157 6622323

02) **SHRI ARJUN ALKESHBHAI PATEL** (**PAN: BCFPP3146J**) residing at 7-MARUTIHILLS BUNGLOW, NR.AARYA BUNGLOWS, PRAHLADNAGAR ROAD, SATELLITE, AHMEDABAD - 380015; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **SECOND PART** .

03) **SHRI SIDDHARTH ALKESHBHAI PATEL** (**PAN: CFKPP4769Q**) residing at 7-MARUTIHILLS BUNGLOW, NR.AARYA BUNGLOWS, PRAHLADNAGAR ROAD, SATELLITE, AHMEDABAD - 380015; which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **THIRD PART** .

AND

04) **SHRI MAYANK RATILAL PATEL** (**PAN: ALWPP5126H**) residing at B-10,RAJHANSH SOCIETY ,NR.NABARD VIHAR XAVIER'S COLLAGE ROAD, ELLISEBRIDGE,AHMEDABAD- 380006,which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called as the party of **FORTH PART** .

WHEREAS the parties of **FIRST , SECOND , THIRD & FORTH PART** of this indenture has decided to commence business in the name of **ANJNEY BUILDCON** at 11TH Floor, Elanza Vertex Nr.Armeida , Sindhu-bhavan road, Bodakdev Ahmedabad- 380059 in partnership in pursuance of deed with object to carry on in India or elsewhere business of building construction and real estate development or any other business under the name of the above mentioned partnership firm.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of the aforesaid partnership in writing, NOW THIS INDENTURE WITNESS and it is mutually agreed by and between the parties hereto as under :

01) **NAME, STYLE AND ADDRESS :**

The name and style of the partnership shall be **ANJNEY BUILDCON** having its Registered Office at 11TH Floor, Elanza Vertex Nr.Armeida, Sindhu-bhavan road, Bodakdev Ahmedabad- 380059 and at such other place or places as the parties hereto may from time to time mutually agreed upon.

02) **NATURE OF BUSINESS :**

The business of the firm is to carry out activity in relation to building residential and commercial structures, land development and construction related work and any other type of business with the consent of all partners.

03) **COMMENCEMENT AND DURATION :**

The said partnership business shall be deemed to have commenced from 28/11/2019. The duration of the partnership shall be "AT WILL".

04) **CAPITAL :**

That the capital required for carrying on and continuing the business shall be brought in by all the parties of this indenture as and when required. The requirement of funds shall be fulfilled by partners as and when required either in form of capital or through loan secured or unsecured.

Partner may draw money from the firm by mutual consent for their personal needs. The firm will pay or charge a simple interest at the rate of 12 % p.a. or at such other rate of interest as may be mutually agreed upon from time to time which will be calculated on product system on the net amount outstanding to their respective capital accounts however if agreed by all partners, interest may not be provided or collected or may be provided at a rate lower than 12 % on outstanding capital of the partners.

05) **ACCOUNTING YEAR :**

The accounting year of the partnership business shall be the Financial Year i.e. the year begins from April and ends of March. The Current Financial year shall start from 29/11/2019 to 31/03/2020.

06) **SHARE OF PROFIT & LOSS :**

After setting aside all the business expenses including charities, interest to the partners, bad debts, depreciation etc., the net profit or loss including capital profits or losses shall be divided amongst the parties hereto as under:

Sr.No.	Name of the Partners	% of Profit or Loss
1.	SHRI AMIT LAXMANBHAI PATEL	37%
2.	SHRI ARJUN ALKESHBHAI PATEL	19%
3.	SHRI SIDDHARTH ALKESHBHAI PATEL	19%
4.	SHRI MAYANK RATILAL PATEL	25%
	Total	**100 %**

SPM.

07) **PARTNERS REMUNERATION :**

Remuneration to the Partners will be provided in the ratio as mentioned above. The remuneration payable to the said working partners shall be computed in the manner laid down in explanation 3 to section 40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force in the Income Tax Act of the PARTNERSHIP FIRM of the relevant accounting year. Such amount shall be distributed between the said working partners in ratio of Profit or Loss sharing ratio.

Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of each working partners. The working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time. Partners with their mutual consent may, reduce or may not provide, remuneration to working partners.

08) **BANK ACCOUNT :**

The bank account of the partnership shall be opened with any bank or banks as may be agreed upon by the parties hereto and same shall be operated by signature of any of the following parties.

1. **AMIT LAXMANBHAI PATEL**

OR

2. **MAYANK RATILAL PATEL**

09) PLACE OF BOOKS OF ACCOUNTS :

The usual books of accounts shall be kept properly posted up and shall not be removed from the usual place of business without the consent of all the partners. Such partner or his duly authorized representatives shall have free access to them at all times and shall be entitled to make such extracts thereof as he may think fit either by himself or through his agent.

10) ACCOUNTING OF PARTNERSHIP FIRM :

On 31st March, during the subsistence of this partnership, an account shall be taken of all the assets and liabilities of the partnership firm and Balance Sheet and Profit and Loss account shall be prepared and the profit and net loss including the profit or loss on capital account, if any, shall be ascertained. A copy of Balance Sheet and Profit and loss account shall be signed by each partner who shall be bound by the same and the same shall not be opened except in case of major error signified by him to the other within three months from date of signature which alone may be rectified.

11) PERSONAL DEBTS AND LIABILITIES :

That the firm shall not be liable for any personal debt or liability of any nature of the partners of the firm.

12) RIGHTS & DUTIES :

a) That the partners shall be just and faithful to each other relating to the business of the partnership and shall give full account and true information of all things relating to the same as often as they shall be reasonably required.

b) The parties shall devote such of their respective time and attention to the partnership business as they in their discretion think proper or necessary with a view to carry on the same to the greatest advantage of all the partners.

The partners shall with consent of the other partners either directly or indirectly be engaged with or interested in any trade and/or business competing with the partnership business.

c) Be entitled to appoint in writing any person or persons as his constituted attorney or attorneys and such person or persons as will have free access to books of accounts, take the extracts or copies of the same whenever he or it may think fit.

13) RESTRICTIONS :

None of the partners shall without the consent of the other partners will;

(A) Indulge in any speculation business on behalf of firm.

(B) Create any pledge, mortgage, hypothecation, charge, lien or any sort of encumbrance on the assets of the partnership.

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(C) Borrow or lend money on behalf of/or in the name of the partnership except in the ordinary course of the business.

(D) Enter into any bond or furnished security for any person or knowingly cause or suffer to be done in any manner whereby the partnership interest may be endangered or harmed.

(E) Mortgage or charge his share in the business or profit of the firm.

(F) Draw, accept or endorse any bills of exchange or promissory notes on account of the firm except in the ordinary course of the business of the partnership.

(G) Settle, compromise, give up or referred to the arbitration any disputes, claims, demands or suit by or against the partnership.

(H) Institute any proceedings in any court of law in the name of or on behalf of firm for any of the forgoing stipulation. If he does so, he shall indemnify the other partners from all losses and expenses on account thereof.

14) SELL OF SHARE :

It is expressly agreed between the parties hereto that no partner shall be entitled to sell or assign his share in the firm to any outsider. If any of the partner wants to sell his part of share in the firm then such shares shall be offered first to remaining partners of the firm and in case of non-acceptance of such sell of share by other partners only, the same

shall be offered to outsiders. The same may be mutually agreed upon.

15) **RESIGNATION,RETIREMENT OR INSOLVENCY :**

If any of the partner desires to retire from the partnership, such partner, of giving two months clear notice in writing of his intention to retire,
can retire on the expiry of the said period mentioned in the said notice after the settlement of accounts however that the partner being adjudicated insolvent shall forthwith cease to be a partner. On such event physical stock of goods remaining unsold or unused will be taken and valued and net profit or loss will be determined. The Liabilities of retiring partner will continue towards partnership firm for the acts done by or on behalf of the firm till the date of retirement. In the event of resignation, retirement, or insolvency of any of the partners, the remaining partners are entitled to continue the business under the same name and style of **ANJNEY BUILDCON** at the same place or some other places with necessary consent from all the partners. Death or retirement of any partner shall not dissolve the partnership so far the other partners are concerned. If all the contributing partners unanimously agree, the heirs of the deceased partner or nominee of the retiring partner will have a right to join firm. The capital accounts so standing to the credit of such partner will be refunded or adjusted against his outstanding liabilities. Retirement of one or more partners shall neither dissolve the firm nor shall it be termed or treated as dissolution for the purpose of sec. 45(4) of the Income Tax Act as it stands today.

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16) **DISOLUTION :**

That on the dissolution of the partnership otherwise than by death, an account shall be taken of the assets and liability and transactions of the partnership.

Asset owned by the firm shall be realized and shall be applied firstly in payment of the costs of realization, secondly in discharge of liability of the firm, thirdly in payment of any unpaid profits or interest on capital due to any partner, fourthly in payment of each partners capital and lastly the balance shall be divide amongst the partners in the shares in which they shall be entitled to the profits of the partnership and each partner shall execute and do all other things as may be necessary or convenient for the all other partners.

17) **ARBITRATION :**

That all differences arising between the partners or their respective representatives or any of them with regard to any of the matters covered in this deed of partnership or construction or application thereof or any clause or thing herein contained or any accounts, valuation or division of any assets, debts or liabilities to be made hereunder or in respect of any act, deed or omission of any partner or any matter relating to the partnership or the affairs thereof or rights, duties and liabilities of any person under this deed shall referred to a single arbitrator appointed and agreed by all parties to a dispute in a accordance with the provisions of the Indian Arbitration Act. 1940, or the statutory modifications thereof for the time being in force. Such reference to

arbitration shall be condition precedent to the obtaining of any relief in any court of law in respect of any such dispute or difference.

In case of any dispute among partners, the place of Jurisdiction shall be Ahmedabad only.

18) **ALTERATION OR MODIFICAITON :**

It shall be open to parties at any time to mutually agree or to alter and/or delete any term and condition of this deed or add any new terms and/or condition. In the event of such changes no fresh deed shall be executed. Such alteration of amendments shall be incorporated in addendum as the case may be.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seal on the day and year first hereinabove written.

Signed and delivered
by the within named: _____

[AMIT LAXMANBHAI PATEL]



Signed and delivered
by the within named: _____

[ARJUN ALKESHBHAI PATEL]



Signed and delivered
by the within named: _____

[SIDDHARTH ALKESHBHAI PATEL]



Signed and delivered
by the within named: _____

[MAYANK RATILAL PATEL]



IN PRESENCE OF:

1) _____

[DIPAL R SHAH]