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Chandigarh Administration

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Certificate Issued Date

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Account Reference

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Amount(Rs.)

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SUBIN-CHCHSPICG0793913340077768W

A K SINHA

Article 46 Partnership

Not Applicable

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(Zero)

RK INFRA

KARAN SINGLA SAKSHI SINGLA AND RAMNEEK SEHGAL.

RKINFRA

2,000

(Two Thousand only)



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Statutory Alert:

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 The onus of checking the legitimicy is on the usors of the certificate.

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THIS DEED OF PARTNERSHIP IS MADE AS OF 22nd DAY OF FEBRUARY, 2024 AT CHANDIGARH

between:

Mr. Karan Singla (Indian resident bearing PAN -CZIPS1198C UID -5460 4280 7443) S/o Sh. Harvinder Pal Singla aged about 27years, R/o #1596, Sector 18D, Chandigarh, hereinafter referred to as the Party of the FIRST part (which expression shall unless repugnant to the context or meaning thereof include his heirs, legal representatives, executors, administrators and assigns).

Mr. Ramneek Sehgal (Indian resident bearing <u>UID 7777 6489 6951</u>, PAN AVMPS2817A S/o Sh. Mohinder Pal Singh aged about 42 years, R/o # 8,9-G, South City, Ludhiana (Punjab), hereinafter referred to as the Party of the Second part (which expression shall unless repugnant to the context or meaning thereof include his heirs, legal representatives, executors, administrators and assigns).

Mrs. Sakshi Singla(Indian resident bearing PAN –CZGPS3352E, UID-3148 7284 8532) D/o Sh. Harvinder Pal Singla aged about 24 years, R/o # o #1596, Sector 18D, Chandigarh, hereinafter referred to as the Party of the Third part (which expression shall unless repugnant to the context or meaning thereof include his heirs, legal representatives, executors, administrators and assigns).

(Collectively referred to as "Partners/ Parties" and individually referred to as "Partners/ Party")

AND WHEREAS the Party of the First & Second Part have been carrying on in partnership under the name of M/s. R.K. Infra in pursuance of the terms of last Partnership deed dated 1/4/2022.

AND WHEREAS the Parties of the First and Second part are desirous of inducting another partner to ensure continuity in the existence of the partnership firm.

AND WHEREAS by mutual consent, Mrs Sakshi Singla (Indian resident bearing PAN – CZGPS3352E, UID-3148 7284 8532) D/o Sh. Harvinder Pal Singla aged about 24 years, R/o #1596, Sector 18D, of the Third part here to has been admitted as a partner in the said partnership business from 22nd day of February, 2024

AND WHEREAS in order to avoid future disputes and differences have agreed to lay down and specify their respective shares by a formal instrument of Partnership and thereby control and regulate their mutual relations as Partners.

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NOW THIE DEED WITNESSES AS FOLLOWS: -

Name Clause

1. That the name of the Firm shall continue to be M/s. R.K. Infra or any other name as may be mutually agreed upon by the Partners from time to time.

Object Clause

2. That the business of the Firm shall be of every type of construction and works contract such as buildings, roads, and bridges and execution of all type of infrastructure projects etc. under the name of the Firm. Any new line or lines of profession/ business may be started by the mutual consent of the Partners from time to time.

Effective Date

3. That this deed shall have effect as of 22nd day of February, 2024 without any break.

Registered Office

4. That the registered office shall continue to be at House no. 17, Ground Floor, Sector 18-A, Chandigarh. Additionally, the Firm can conduct/ continue to conduct its operations from any other premises as decided by the Partners.

Accounts & Assets

- 5. The financial year of the Firm shall be 1st April to 31st March each year. The profit / loss account and balance sheet shall be prepared annually by closing the books of accounts on 31st day of March each year and each Partner's share of profit/loss as the case may be shall be transferred to his/her capital account in the books of firm. In the event of reconstitution of the Firm during the financial year on account of admission, retirement or death of a partner, the profit/ loss allocable for the period of service of such Partner shall be computed on average basis, i.e. ((Total profit for the financial year / 365 * no of days for which such partner has served the Firm) * profit sharing ratio of such partner).¹ Or would you prefer actual profits for the period.
- 6. That the profits or losses of the Firm shall be divided between and borne by the Partners and each Partner shall have voting rights in the Firm in the following proportions: -

S. No	Name of Partner	Share in Profit/ Loss
1	Karan Singla	49%
2	Ramneek Sehgal	50%
3	Sakshi Singla	1%

- 7. Party of the First part and Second part shall be the working partners for managing the day-to-day affairs of the firm and shall be entitled to a month remuneration of Rs. 300,000/- per month. of First Part and of Rs.100,000/- per month. of third part. It is clarified that such right shall not extend to binding the Firm in any long term and / or onerous obligations unless authorized by all partners. As Earlier Mr. Ramneek Sehgal was also paid salary of 1 lakh per month.
- 8. The Party of the Third Part shall introduce capital in the firm for a sum of Rs. 10,00,000(rupees Ten Lakh only)
- 9. The Partners may for each accounting year mutually decide to provide for interest on capital (calculated on time basis on the balance in capital account). However, such interest shall not exceed 12% per annum or any other rate as prescribed under the Income Tax Act, 1961.
- 10. That the Books of account, Letters, Papers and other documents belonging to the Firm shall be kept at House no. 17, Ground Floor, Sector 18-A, Chandigarh and shall at all times be open for inspection by any Partner or his authorized agent. He shall be entitled to take extracts or copies of the same with the consent of all other Partners.
- 11. That the Firm's funds may be invested in mutual funds/ bank deposits/ debentures/ bonds/ shares/ immovable properties or any other Investments as the Partners may desire from time to time. All the investment shall only be held in the name of the Firm and if for any reason the same cannot be held in the name of the Firm, then the same may be held in the name(s) of any Partner(s) as mutually decided between the partners in writing.
- 12. That the Firm's fund may be kept in such bank or banks as the Partners may from time to time deem fit and the bank account(s) shall only be opened and closed upon jointly by the Partners only. The operation of the existing bank accounts of the Firm may be continued as per the erstwhile directions given to the bankers.
- 13. All original title deeds with respect to immovable properties of the firm shall be kept at a common place/ agent duly authorised by all the Partners.
- 14. Unless authorised by all the Partners in writing, the assets of the Firm shall not be pledged or hypothecated or put under any sort of lien. Further, the Firm shall not take any borrowings, unless authorised by all the Partners.

Karlot Jakshi

- 15. All withdrawals by the Partners from the Firm during any financial year shall not exceed the balance outstanding towards their capital account. No loans would be given to any of the Partners unless authorized by all the partners in writing.
- 16. Any Partner may be expelled by majority vote of all Partners. An expelled Partner shall be entitled to only such amounts that stand as credit in his/her capital account as on the date of expulsion.
- 17. A Partner may be inducted into the partnership and on such terms as may be decided by majority vote of all Partners.
- 18. Subject to applicable law, this deed may be varied, amended, altered and/or rectified without any restriction, by majority vote of all Partners.

Rights & Duties of Partners

- 19. That every Partner shall indemnify the Firm for any loss caused to it by his willful neglect or fraud in the conduct of the business of the Firm.
- 20. Each Partner shall be personally liable for all liabilities, dues and penalties arising out of his/her past, present & future separate activities not connected with this Firm. The Firm will not bear any liability in this respect whatsoever.
- 21. Upon the death or incapacitation of any of the Partner, his/her share of capital, profits, legal, economic and financial interest and rights in the Firm shall devolve upon their heirs, legal representatives, executors, administrators and assigns on and from the date of their demise.
- 22. That subject to the provisions of this Deed, all and any act done in good faith and with ordinary prudence by any Partners in furtherance of and in connection with the operations of the Firm shall be binding upon all the Partners.
- 23. This deed permits assignment or settlement of partnership interest of a Partner in favor of relatives of the Partner or any trust created for the benefit of Partners and/or his relatives, however subject to approval of all the Partners executed through a reconstituted partnership deed.
- 24. No new partner shall be admitted without the consent of all the Partners on the said date of admission.
- 25. The assets of the partnership shall belong to the Firm and no Partner shall have any defined share therein. However, in order to avoid any disputes and maintain and preserve the affection, mutual respect, goodwill and harmony that prevail between the Partners and their progeny who are involved in the affairs of the partnership, the

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Partners may on mutually agreed basis revalue the assets / goodwill of the firm to reflect the value in use of its diverse assets including direct / indirect interest in business/ profession. The difference between the revalued amount and the book cost shall be recorded in the books of the Firm and credited to all / any of the Partners proportionate to the profit-sharing ratio or any other mutually agreed basis.

- 26. The Partners are authorized to apply for various licenses, permissions, sanctions, and subsidies in the name of the firm "R.K. Infra".
- 27. The Partners hereby authorize the party of the First part to exercise voting rights on behalf of the firm in various investee entities in which the partnership firm is a shareholder. For any reason if party of the First part is unable to exercise voting rights, the same may be exercised by any proxy authorized by the party of the First part in writing.

Dispute Resolution

28. The Partners agree to negotiate in good faith to resolve any dispute between them arising out of or in connection with this Deed. In case of failure by the Parties to resolve the dispute in the manner set out above within 30 (thirty) days from the date when the dispute arose, the dispute shall be referred to a single arbitrator appointed by the party of the First Part, in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or reenactment thereof for the time being in force. The Partners agree that the decision of the arbitrator shall be the sole, exclusive and binding remedy between them.

Notices

29. Any notice, demand, communication, order in relation to the Firm shall only be served at its registered office. A Notice under this Agreement shall only be in writing in the English language and shall be sent to the attention of the person at the address, or email given below, or such other address or email as may be notified in writing. The mode of service of notice shall be: (I) by hand under acknowledgement; or (ii) registered post or (iii) by email. The addresses for service or notice are:

Sakali

In the case of notice to the Firm: -Chandigarh R.K. Infra In the case of notice to any Partner, marked for the attention of that Partner, to his address mentioned herein below: -**Fmail Address** Postal Address Name of Partners #1596, Sector-18D, Karan Singla rkinfra.ho@gmail.com Chandigarh #8,9-G, South City, Ramneek Sehgal rs@cegiall.com Ludhiana (Punjab) #1596, Sector-18D, Sakshi Singla rkinfra.ho@gmail.com Chandigarh

In the case of notice to any personal representatives of a deceased member, to the address of the deceased member.

Further Assurance

30. The Partners agree to promptly and duly execute and deliver all such further letters, applications, instruments and documents and do or procure to be done all such acts or things, as may be necessary or desirable in obtaining the full benefits of this Agreement, including without limitations, filing necessary application with the Registrar, tax authorities, banks, depository participants, and any other authorities and regulatory bodies.

General

- 7. The provisions of the Indian Partnership Act or Law of Partnership for the time being in force shall govern all matters not specifically provided for in this Deed. For all matters for which no provision is made in this Deed and in the Indian Partnership Act or Law of Partnership shall be decided by the Partners among themselves.
- 8. The Partners may if so desire, may convert this Firm into a limited liability partnership or a company.
- 9. That the partnership shall be at WILL.

10. This agreement is only being executed in one part

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IN WITNESS WHEREOF the parties hereto have agreed to sign this deed in the presence of witnesses on the day and year first above written.

First Party	Karan Singla	Valst
Second Party	Ramneek Sehgal	lawy!
Third Party	Sakshi Singla	Cakelui.

Witnesses: -1. PREM KAMRA B. 292 Mohan Garder N. Delli 59

2. Avinowh Singh Patel Kapushera Dew Delli