

आयकर विभाग
INCOME TAX DEPARTMENT
PLATINUM REALITY



भारत सरकार
GOVT OF INDIA



07/10/2016

Permanent Account Number

AATFP1796M

25102016

For Platinum Reality

Partner

**PARTNERSHIP
DEED
OF
PLATINUM
REALITY**



ગુજરાત ગુજરાત GUJARAT

C 759934

7 OCT 2016

અવુ. નં. 56392 તા. 07/10/2016 રૂ. 500/-
પરીક્ષાર્થુના નામ પત્રીનમ 21/1/1721

સરનામું ૫૭. લાલપ્રહાર કોપીંગ સેક્ટર કારેલબાગ વડોદરા



પત્રીનાથ પટેલ (સ્ટેમ્પ વેન્ડરની સહી)
રોયલ બાગ, સંપતરાવ કોલોની, કિલપુર રોડ,
વડોદરા-૭ તા. નં. ૬૬/૯૭ તા. ૧૮/૦૪/૯૦

Regd. No. 5568

Date 17/10/16



PARTNERSHIP DEED OF "PLATINUM REALITY"

THIS DEED OF PARTNERSHIP is made on the 07TH day of October 2016 between,

- 1) MR. JAGDISH KESHAVALAL MISTRY , Aged - 59 Years, PAN :- AVUPM0547R, Occupation : Business, Residing at 19, Bahuchar Nagar Society, Kareli Baug, Vadodara. of the One Part.

For Platinum Reality

[Signature]
Partner



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AND

- 2) **MR. GHANSHYAM NARENDRABHAI SONI**, Aged - 43 Years, PAN :- AFMPS4622P, Occupation : Business, Residing at B-50, Spunville Bungalow, Arunoday Society, Behind Sarkari Pustakalay, Alkapuri, Vadodara. of the **Second Part**.
- 3) **SMT. PINAL GHANSHYAM SONI**, Aged - 41 years, PAN :- BKYPS0956C Occupation : Business, Residing at B-50, Spunville Bungalow, Arunoday Society, Behind Sarkari Pustakalay, Alkapuri, Vadodara. Of the **Third Part**.
- 4) **MR. NAYANKUMAR SURESHBHAI RAY**, Aged - 27 years, PAN :- AHMPR2055D, Occupation : Business, Residing at kalali, Vadodara of the **Fourth Part**.
- 5) **MR. BHAGCHAND D KHANCHANDANI**, Aged - 56 years, PAN :- AAZPK4817A, Occupation : Business, Residing at A-10, Bhavna Society, Opp. Navyug Society, Harni Warasiya Ring Road, Vadodara, of the **Fifth Part**.
- 6) **HITESH MAKHIJANI (HUF)**, Date of Incorporation 07-10-2011, PAN :- AAEHH4811E, Occupation : Business, Residing at A-2, Sugam Park - 2, Waghodia Road, Vadodara of the **Sixth Part**.
- 7) **MR. AVINASH JAGDISHBHAI MISTRY**, Aged - 30 Years, PAN :- AMPPM0152N, Occupation : Business, Residing at 19, Bahuchar Nagar Society, Kareli Baug, Vadodara of the **Seventh Part**.
- 8) **MR. HARIOM HIMATBHAI UMRANIYA**, Aged - 37 Years, PAN:- AANPU3418K, Occupation: Business, Residing at 169, Shankarpura, Halvad, Dist.Surendra Nagar, Of the **Eighth part**.

For Platinum Reality


Partner



: 3 :

- 9) **MR. HITESH NATWARLAL SONI**, Aged – 35 Years, PAN :- BMLPS3758R,
Occupation : Business, Residing at SF-202, Yatra Avenue, Near Ghantiyada
Naka, Ghadiyali Pole, Vadodara of the **Ninth Part**.
- ✓ 10) **MR. GAUTAM KANTILAL SHAH**, Aged – 48 Years, PAN :- BOXPS0975Q,
Occupation : Business, Residing at D-77, Dipika Society Vibhag – 2, Water
Tank Road, Kareli Baug, Vadodara of the **Tenth Part**.
- ✓ 11) **MR. HIMAT AMARSHIBHAI UMRANIA**, Aged – 63 , PAN :- AABPU8604R,
Occupation : Business, Residing at 41, Halvad Tal. Halvad, Dist. Surendra
Nagar of the **Eleventh Part**.
- ✓ 12) **MR. KAUSHIKKUMAR CHIMANBHAI PATEL**, Aged – 43, PAN :-
AIDPP7918H, Occupation : Business Residing at E – 157, Dipika Society – 2,
Near Water Tank Road, Kareli Baug, Vadodara of the **Twelveth Part**.
- 13) **MR. GHANSHYAMBHAI NARENDRABHAI SONI (HUF)**, Date of
Incorporation 03-01-2015, PAN :- AAGHG8506F, Occupation : Business,
Residing at B-50, Spunville Banglow, Arunadoy Society, B/h Sarkari
Pustakalaya, Alkapuri, Vadodara of the **Thirteenth Part**.
- ✓ 14) **MR. MEET GHANSHYAM SONI**, Aged – 20, PAN :- GHQPS1281A,
Occupation : Business , Residing at B-50, Spunville Banglow, Arunoday
Society, B/h Sarkari Pustakalaya, Alkapuri, Vadodara of the **Fourteenth Part**.
- ✓ 15) **MR. HITESH INDERKUMAR MAKHIJANI**, Aged – 42, PAN :- AFNPM3811K,
Occupation : Business, Residing at A-2, Sugam Park – 2, Waghodia Road,
Vadodara – 390019 of the **Fifteenth Part**.

For Platinum Reality

Partner

WHEREAS

It is agreed that the parties here to (hereinafter together called the Partners) shall be and become Partners, upon the Terms, hereinafter contained, in the Business of "construction and development of commercial offices and residential flats" etc. and other business or businesses as may be decided between the parties from time to time.

1) **NAME OF THE FIRM :**

The Partnership Business shall be carried in the firm name and style of

" PLATINUM REALITY "

2) **COMMENCEMENT :**

The Partnership shall be deemed to have commence from 07/10/2016.

3) **PLACE OF BUSINESS :**

The Partnership business shall be carried on at A/32, Manjit nagar, Tulsidham Crossing, Manjalpur, Vadodara - 390011 Or such other place or places as may be decided between the parties from time to time.

4) **BUSINESS :**

The business of the partnership shall be of "construction and development of commercial offices and residential flats" etc. and any other business or businesses as may be decided between the parties from time to time.

For Platinum Reality

Amish
Partner

5) INTEREST ON CAPITAL :

The funds requires for the purpose of Partnership Business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon. Interest at the rate of 12 % p.a. or such other as may be prescribe under section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provision as may be in force for the relevant accounting period shall be payable by the partnership on the amount to the credit of the Capital and/or current or loan account or all the accounts of any partner. Interest at the above rate shall be payable to the Partners. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

6) REMUNERATION TO PARTNERS :

Following partners as mentioned in clause: (i) here below have agreed to attend the affairs of the business of the Partnership as working partners. It is hereby agreed that in consideration at the following scales in the year in which section 40 (b) of the Income Tax, 1961.

The yearly remuneration shall be calculated as percentage of Book Profit as defined in explanation 3 of Section 40 (b) of the Income Tax Act, 1961 for each accounting period or under any other applicable provision as may be in force for the relevant accounting period.

After payment of interest to partners if there is a book profit available, the remuneration payable to the working partners shall be as per partner's profit sharing ratio.

For Platinum Reality


Partner



: 6 :

- a) The said partners shall not be entitled to draw any remuneration during the accounting period in which the partnership firm has suffered losses.
- b) The partners shall be entitled to increase / reduce the remuneration.
- c) The yearly remuneration payable to the partners as above shall accrue and be credited to their respective accounts of partnership are made up.
- d) The said partners shall be entitled to draw the above yearly remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing any amount against the amount standing to their capital accounts and / or current or loan accounts or the share of profit for the relevant accounting period in such a manner as may be decided by partners by mutual consent. In case partners withdraw any amount during the year, the same shall be allowed towards capital accounts.

7) **SHARE IN PROFIT / LOSS :**

The net profit of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to activities of partnership including rent, salaries and other establishments expenses as well as 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 shall be divided and distributed amongst the partners in the following proportion.

For Platinum Reality


Partner



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Share % Profit & Loss

1. Mr. Jagdish Keshavlal Mistry	7.50
2. Mr. Ghanshyam Narendrabhai Soni	7.50
3. Smt. Pinalben Ghanshyam Soni	7.50
4. Mr. Nayankumar S Ray	5.00
5. Mr. Bhagchand D Khanchandani	15.00
6. Hitesh Makhijani (Huf)	10.00
7. Mr. Avinash Jagdishbhai Mistry	7.50
8. Mr. Hariom Himatbhai Umraniya	5.00
9. Mr. Hitesh Natwarlal Soni	10.00
10. Mr. Gautam Kantilal Shah	5.00
11. Mr. Himat Amarishbhai Umraniya	5.00
12. Mr. Kaushikkumar Chimanbhai Patel	5.00
13. Ghanshyam Narendrabhai Soni (Huf)	2.50
14. Mr. Meet Ghanshyam Soni	2.50
15. Mr. Hitesh Inderkumar Makhijani	5.00

The loss, if any including loss of capital suffered in any year shall be apportioned in the above proportion.

8) **ACCOUNTING YEAR :**

The accounting year of the firm shall be financial year i.e. 1st April to 31st March.

9) **DURATION :**

The duration of Partnership shall be "At Will".

For Platinum Reality


Partner



: 8 :

BANK ACCOUNT :

The Bank Account(s) shall be opened in any bank(s) and same shall be operated under the signature of // // // // // (11) 7th, & 15th of the part, or as may mutually decided.

11) BOOKS OF ACCOUNTS :

Proper books of accounts shall be kept of the partnership business and entries made therein all such matters, transactions and things as written in the books of accounts and such account books together with all securities, letters and other things belonging to or concerning said partnership firm shall normally be kept at the office where the business of the partnership for the time being be carried on or as the partners, may decide INTERSE.

12) RELATION OF PARTNERS :

Each partner shall be just and INTERSE faithful to each other in all transaction relating to the firm and shall at all time give to other partner(s) adjust and faithful account of the same and shall upon request furnish a full and correct explanation to the partner(s).

13) RESTRICTION OF PARTNERS :

None of the partners hereto shall without consent of the other partners:

- a) Enter into any bale or become bail or surety for any person knowingly or cause to be done anything whereby the partnership property may be taken in execution or otherwise be endangered.
- b) Assign Mortgage or charge or transfer his share or interest in the assets, or the profit of the firm.
- c) Compromise or compound or release or discharge (except upon payment in full) any debt due to the firm.

For Platinum Reality

Amir
Partner

14) LIABILITY OF PARTNERS :

All the partners shall punctually pay and discharge their separate debts and liabilities and shall keep the firm effectively indemnified against the same.

15) ADMISSION OF A FRESH PARTNER :

The partnership shall be deemed to be continuing on the admission of a fresh partner or partners provided the admission is on the terms herein or as may be decided and approved by all the partners.

16) RETIREMENT :

If any partner desires to get him / her self retired from the firm, then he / she shall be entitled to get retire only share of profit / loss amount and not capital share during the period of business executed so as to keep the business running to maintain the minimum need of income of other partner. However in future if the relieved partner again desires to join in the firm at any time then he / she shall be allowed to join the firm preparing with new partnership deed with consent of all the partners.

17) DEATH OF PARTNER :

In the event of the death of any partner, the business shall be continued by the remaining partners.

18) ARBITRATION :

If during the continuation of the partnership and / or at any time afterwards any dispute relating to the partnership or the construction of this deed which may arise between the partners or their respective representatives, executors, administrations or assignees, the dispute shall be referred to the ARBITRATOR(S) as per INDIAN ARBITRATION ACT, for solution and the ARBITRATOR(S) award shall be binding to all the concerned.

For Platinum Reality

Amitabh
Partner



: 10 :

MODIFICATION OF TERMS :

The partners shall be entitled to modify above terms including those relating to remuneration, interest, etc. payable to the partners by executing a supplementary deed and any such deed when executed shall have effect from the day fixed by the partners and the same shall form part of this deed of partnership.

In WITNESS WHERE OF the parties have signed and executed this deed at the place and date appearing here before in this DEED OF PARTNERSHIP.

Signature of Partners

1.

Mr. Jagdishbhai K. Mistry



2.

Mr. Ghanshyambhai N. Soni



3.

Smt. Pinalben G. Soni



For Platinum Reality

Partner

4.

Mr. Nayankumar S Roy

5.

Mr. Bhagchand D Khanchandani

6.

Hitesh Makhijani (Huf)

7.

Mr. Avinash J. Mistry

8.

Mr. Hariombhai Umraniya



For Platinum Reality

Avinash

Partner



: 12 :

9. H. N. Soni
Mr. Hiteshbhai N Soni



10. Gautambhai K. Shah
Mr. Gautambhai K. Shah



11. H. A. Umrani
Mr. Himatbhai A. Umrani



12. Kaushikkumar C. Patel
Mr. Kaushikkumar C. Patel



13. Ghanshyam N. Soni
Ghanshyam N. Soni (Huf)

For Platinum Reality
Amit
Partner

: 13 :

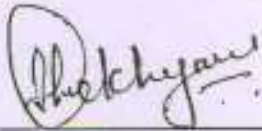
14.



Mr. Meetbhai G. Soni



15.



Mr. Hiteshbhai I. Makhijani



Signature of Witnesses

1.

2.



For Platinum Reality



Partner

ATTESTED



K. S. TAI
NOTARY (Govt. of India)