

Affidavit



Indian-Non Judicial Stamp  
Haryana Government



Date : 17/09/2018

Certificate No. QBQ2018136



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 39765230



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Shiv cylinders

H.No/Floor : 0

Sector/Ward : 0

Landmark : Israna road

City/Village : Namunda

District : Panipat

State : Haryana

Phone : 9927346688



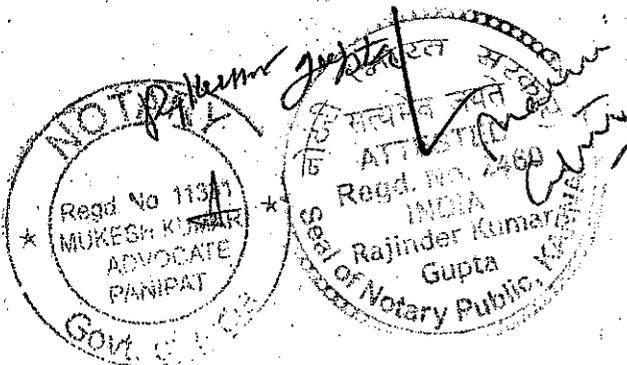
Purpose : Partner Ship Deed to be submitted at Reg office panipat

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

CHANGE IN PARTNERSHIP DEED

THIS Deed of Change in partnership is made on this 15 Sept 2018 which will be effective from 15 Sept 2018 between the following persons:

1. Mr. Raj Kumar Gupta S/o late Mr. Om Prakash Gupta, R/o 297, Dashmesh Nagar, GaliNo.2, BaghpaRoad - Meerut City, aged about 58 years, hereinafter called the 1<sup>st</sup> Partner (which expression shall include and mean his heir, assigner, legal representative, successors, administrators etc.)
2. Mr. Prateek Gupta S/o Raj Kumar Gupta, R/o 297, Dashmesh Nagar, Gali no. 2, Baghpa Road - Meerut City, aged about 23 years, hereinafter called the 2<sup>nd</sup> Partner (which expression shall include and mean his heir, assigner, legal representative, successors, administrators etc.)
3. Mr. Anil Kumar Gupta S/o Late Sh. Jai ParkashGupta, R/o 62-64, Chhotta Bazaar, KankarKhera - MEERUT, aged about 54 years, hereinafter called the 3<sup>rd</sup> Partner (which expression shall include and mean his heir, assigner, legal representative, successors, administrators etc.)
4. Mr. Rajat Jindal S/o Sh. Narendra Kumar Jindal, R/o 77, Adarsh Nagar, Near Braham Kumari Ashram, Modi Nagar, Ghaziabad-201204(UP), aged about 27 years, hereinafter called the 4<sup>th</sup> Partner (which expression shall



15 MAY  
Rajinder Kumar Gupta  
Signature

include and mean his heir, assigner, legal representative, successors, administrators etc.)

5. Mr. Samarth Mittal S/o Sh. Neeraj Mittal, R/o 165, Gupta Colony, T.P. Nagar, Meerut, aged about 21 years, hereinafter called the 5<sup>th</sup> Partner (which expression shall include and mean his heir, assigner, legal representative, successors, administrators etc.)

Whereas the 1<sup>st</sup> and 2<sup>nd</sup> Partners are carrying on the business of Government Contractors, Manufacturing, Trading, Testing, Painting, Repairing, Processing or otherwise dealing in L.P.G Cylinders, regulators and other allied items under the name & style of M/S SHIV CYLINDERS, by virtue of the deed of partnership dated 31.08.2016 entered into among them and also registered with registrar of firms (Panipat, Haryana) Vide Form-C Memo Number: 2016-11-0000459. The firm is continuously doing the same business vide their partnership dated 19<sup>th</sup> January, 2010.

AND WHEREAS the Mr. Anil Kumar Gupta S/o Late Sh. Jai Parkash Gupta (party of the 3<sup>rd</sup> part), Mr. Rajat Jindal S/o Sh. Narender Kumar Jindal (party of the 4<sup>th</sup> part) and Mr. Samarth Mittal S/o Sh. Neeraj Mittal (party of the 5<sup>th</sup> part) have decided to join the firm with effect from 15 Sep 2018.

AND WHEREAS the parties mentioned above have decided to carry on the said business in Partnership. Therefore to carry on the business smoothly and without any confusion and dispute, it is deemed necessary to reduce into the terms and condition of the Partnership Firm.

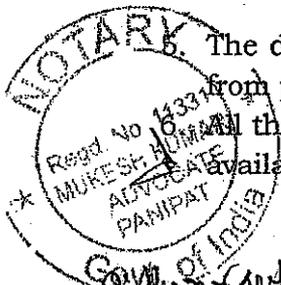
**THIS DEED OF THE PARTNERSHIP WITNESSETH AS UNDER**

1. That the name and style of the partnership business shall remain as M/s Shiv cylinders and its Registered Office shall be at 81, Indira Puram, Partapur Industrial Area, Delhi Road, Meerut - Uttar Pradesh and Factory at Vill. Namunda, Israna Road, Samalkha-132101 (Panipat), Haryana.
2. That the New Partnership shall be deemed to be started w.e.f 15 Sep 2018.
3. That the partnership Firm will continue in the business of Government Contractors, Manufacturing, Trading, Testing, Painting, Repairing, Processing or otherwise dealing in L.P.G Cylinders, regulators and other allied items and any other business as may be decided mutually by all the partner.
4. The shares of the parties hereto in the net profit and loss of the partnership will be as follows-

Mr. Raj Kumar Gupta	20%
Mr. Prateek Gupta	20%
Mr. Anil Kumar Gupta	20%
Mr. Rajat Jindal	20%
Mr. Samarth Mittal	20%

5. The duration of this new partnership will be at will but any partner may retire from partnership by three months prior notice.

6. All the partners are working partners and shall be paid remuneration subject to availability of profits. the total remuneration shall be calculated in the following



*Handwritten signature: Rajinder Kumar Gupta*

*Handwritten signature: Anil Kumar Gupta*

*Handwritten signature: Samarth Mittal*

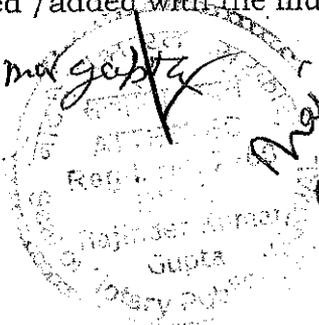
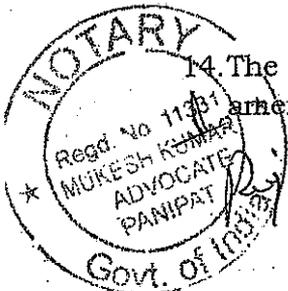
MAY 2019

manner and shall be divided amongst the partners in the ratio of the profit sharing.

On the first 300000/- of book profit or in the event of loss.	90% thereof or Rs. 150000.00
On remaining book profit	Whichever is higher.
	60%

7. 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 provision as may be in force in the income tax assessment of partnership firm for the relevant accounting period will be payable to the partners on the amount outstanding to the credit of the account of each partner at the close of the accounting year.
8. That the proper books of accounts shall be maintained/caused to be maintained in the regular course of business and each party shall have right to inspect them, to take copies thereof and to take extracts there from, during the business hours.
9. That the accounting year of the firm shall be from 1<sup>st</sup> day of April to 31<sup>st</sup> day of March of the following year. That financial statements shall be prepared each year as on 31<sup>st</sup> day of March showing Assets and Liabilities and profit or loss of Partnership firm and the same shall be dully signed by each party of the agreement.
10. The all the bank accounts in the name of the firm shall be operated by as per the instructions given to the bank.
11. That the partnership may borrow money from any bank or other financial institutions on such terms and conditions as may be agreed and for this purpose, all the partners are authorized to mortgage/pledge the assets of the firm and to sign all such documents.
12. That in the case of any dispute or difference arising between the partners of this deed in respect of conduct of the business or in any other matter relating to the business of the firm shall be referred to the arbitration, one or more person may be appointed as arbitrator by the mutual consent of the partners and reference shall be governed by the arbitration and conciliation Act 1996. In other matters not specifically dealt with in this deed, related to the partners, their rights and liabilities shall be governed by the Indian Partnership Act 1932.
13. That in the event of death of any partner of the firm, the successor of the deceased partner will be induced in the partnership firm automatically and the remaining partners will not have any objection in this regard. If such successor does not wish to continue, the account of the deceased partner shall be settled immediately at the market value of the assets/firm.

14. The terms and conditions as narrated in this deed may be changed/ altered/ amended / added with the mutual consent of the parties at any time.



*Mukesh Kumar*  
*Rajinder Arora*  
25 MAY 2010

*Singh*

15. That for all the matters, not specially mentioned in the deed, the provisions of Indian Partnership Act, 1932 shall be applicable.  
 In WITNESS WHEREOF the parties have put their hands on this day and year hereinabove written.

1 WITNESS: - [Signature]

SATENDER S/O JAI BIR

V.P.O Manana, Teh - Samalkha  
 Distt - Panipat  
 9729913044

2 WITNESS: - [Signature]

Ravinder S/O Billa Masih

City - Samalkha, Teh - Samalkha  
 Distt - Panipat  
 9996607489

[Signature]  
 (Mr. Raj Kumar Gupta)  
 1<sup>st</sup> partner, continuing partner

[Signature]  
 (Mr. Prateek Gupta)  
 2<sup>nd</sup> partner, continuing partner

[Signature]  
 (Mr. Anil Kumar Gupta)  
 3<sup>rd</sup> partner, New Incoming Partner

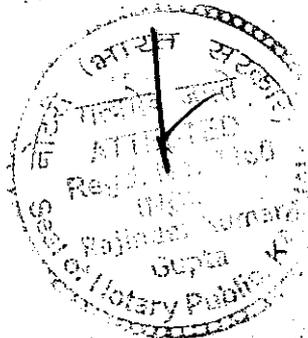
[Signature]  
 (Mr. Rajat Jindal)  
 4<sup>th</sup> partner, New Incoming Partner

[Signature]  
 (Mr. Samarth Mittal)  
 5<sup>th</sup> partner, New Incoming Partner



ATTESTED

[Signature]  
 Notary, Panipat  
 28/02/2019



एक प्रतिया  
 New Copy Attached