

उत्तर प्रदेश UTTAR PRADESH PARTNERSHIP DEED

U 912136

This deed of partnership is made and executed on 5th day of August, 2014 between the following :

1. M/s Chadha Brass Limited through its Director S. Harbhajan Singh Chadha S/o Late S. G. S. Chadha R/o 455, Civil Lines, Moradabad is hereinafter called the party of the first part.
2. M/s Shail Infotech Limited through its Director Sh. Mahesh Chandra Agarwal S/o Sh. Rajendra Prasad R/o B-17, Madhur Green Villas, Ramganga Vihar II, Moradabad is hereinafter called the party of the second part.

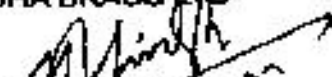
WHEREAS, the aforesaid parties are interested in carrying on the business of purchase and sale of properties, development of colonies and construction of multistoried residential complex, buildings and shopping centers in partnership.

WHEREAS the party of the first part is originally owners of 17000.00 sq. Mts. Land by virtue of registered sale deed No. 5713 Dated 31.07.1998, later on after sale of 4570.98 Sq. Mts. Land, The party of the first part now absolute owner and in possession of land admeasuring about 12420.02 Sq. Mts. situated at near 23 Bm. PAC, Moradabad Dist. Moradabad and whereas the party of the first part also own house no. 15 at Madhubani Colony, Kanth Road, Moradabad.

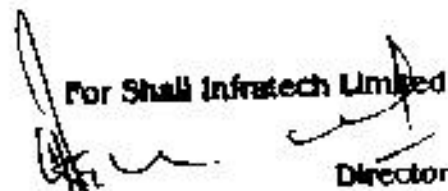
AND WHEREAS the party of the first part is agreed to bring its land and house no. 15, as mentioned in above paragraph, in common hotchpotch of the firm and further agreed to use this land for construction of multistory residential complex to be known as "AKASH RESIDENCY".

AND WHEREAS it has been deemed desirable in mutual interest to reduce the terms and conditions of the said partnership into writing :

1 For CHADHA BRASS LTD


Director

For Shail Infotech Limited


Director



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उत्तर प्रदेश अधिनियम 1972 के अन्तर्गत:

1. THAT the business of the firm shall be carried under the name and style of M/S AKASH RESIDENCY having its registered office at Compound Chadha Palace, Prince Road, Moradabad and the offices and branches at such place or places as the parties hereto may decide from time to time.
2. THAT the business of the partnership firm shall be that of purchase and sale of properties, development of colonies and construction of multistoried residential complex, buildings and shopping centers etc. or any other business or businesses as may be mutually agreed upon by the parties from time to time.
3. THAT the party of the first part is ready to bring all immovable properties including land admeasuring 12420.02 Sq. Mts. and house no. 15 as mentioned above registered in the name of it viz. Chadha Brass Ltd. Into the common hotchpotch of the firm.
4. THAT the party of the first part is agreed to purchase house no. 25 situated at Madhubani, Kanth Road, Moradabad from its director S. Inderjeet Singh Chadha and to bring it into the common hotchpotch of the firm.
5. THAT the party of the first part is agreed to purchase house no. 26 situated at Madhubani, Kanth Road, Moradabad from its director S. Gurjeet Singh Chadha and to bring it into the common hotchpotch of the firm.
6. THAT the parties hereto agreed to erect a multi storied residential complex over the properties mentioned in para no. 3, 4 and 5 above comprising total area 12757.52 Sq. Mts. to be known as "AKASH RESIDENCY".
7. THAT the party of the first part viz. M/s Chadha Brass Ltd. Shall be given credit of Rs. 9.00 Crore as consideration for properties mentioned in para 3, 4 and 5

For CHADHA BRASS LTD

Director

For Shail Infotech Limited

Director



उत्तर प्रदेश UTTAR PRADESH Rs. 9.00 crore shall be treated as Capital contribution of the party of the first part in the firm. 5-11 AUG 2014 CC 006979

8. THAT the capital of the firm shall be such amount or amounts and shall be contributed in such manner as may be mutually agreed upon between the parties from time to time.
9. THAT the partnership shall be at will.
10. THAT the bank account shall be opened in such bank or banks as may be agreed upon by the parties from time to time and shall be operated by both the partners jointly.
11. THAT the accounts of the firm shall be closed on 31st March every year.
12. THAT the net profit or loss of the firm shall be distributed between the partners in the following ratio :

M/s Chadha Brass Ltd.	50%
M/s Shail Infratech Ltd.	50%

13. THAT any partner may retire from the firm after giving one month clear notice in writing and the continuing partner shall have right to purchase his/her share as per books of accounts and such retiring partner shall not be entitled to any goodwill of the firm.
14. THAT in case of dissolution/liquidation or winding up of any partner hereto, the firm shall stand dissolved.
15. THAT the partnership firm shall not be responsible for any private debts of any of the partners or any liability which may individually be due against any partner nor

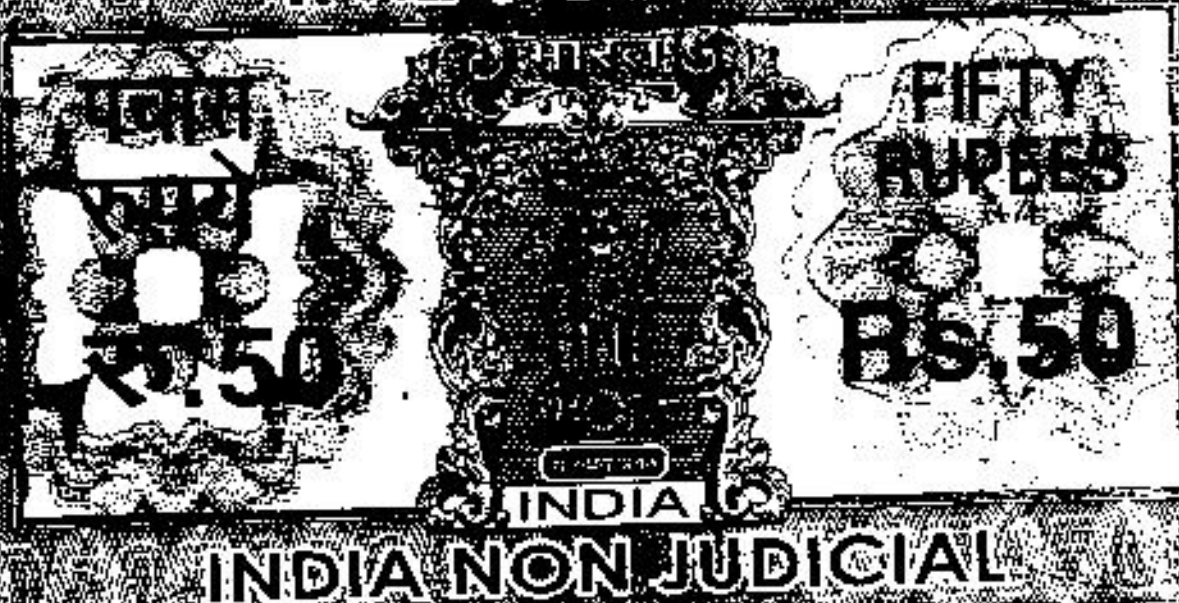
For CHADHA BRASS LTD.

[Signature]
Director

For Shail Infratech Limited

[Signature]
Director

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उत्तर प्रदेश UTTAR PRADESH

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any partner shall create any liability against the partnership for its personal benefit or gain, nor any partner shall use assets of the firm for the personal advantage.

16. That the parties may draw out of their capital or profits of the firm such sum or sums as may be agreed upon by the parties from time to time.

17. THAT all disputes which shall arise between the partners or among their representatives or legal representatives, the same shall be referred to single arbitrator and the decision of arbitrator shall be final and binding on both the parties.

In witness where of the parties to this deed have set and subscribed their respective hands on the day, month and year mentioned above.

WITNESSES:

1. *[Signature]*

Rajeev Aggarwal

Sh. R. A. Aggarwal

E-11, Lane Green

Moradabad

2. *[Signature]*

Kamal Singh Anon

Lt Sh. Yash Singh Anon

D-1/49-50 Anon

Kant Road

Moradabad

For CHADHA BRASS LTD

[Signature]
Director

(S. Harbhajan Singh Chadha)

Director

M/s Chadha Brass Ltd.

Compound Chadha Palace,

Prince Road, Moradabad

For Shail Infotech Limited

[Signature]
Director

(Sh. Mahesh Chandra Agarwal)

Director

M/s Shail Infotech Ltd.

MIG A-138, Ramganga Vihar I,

Stadium Road, Moradabad