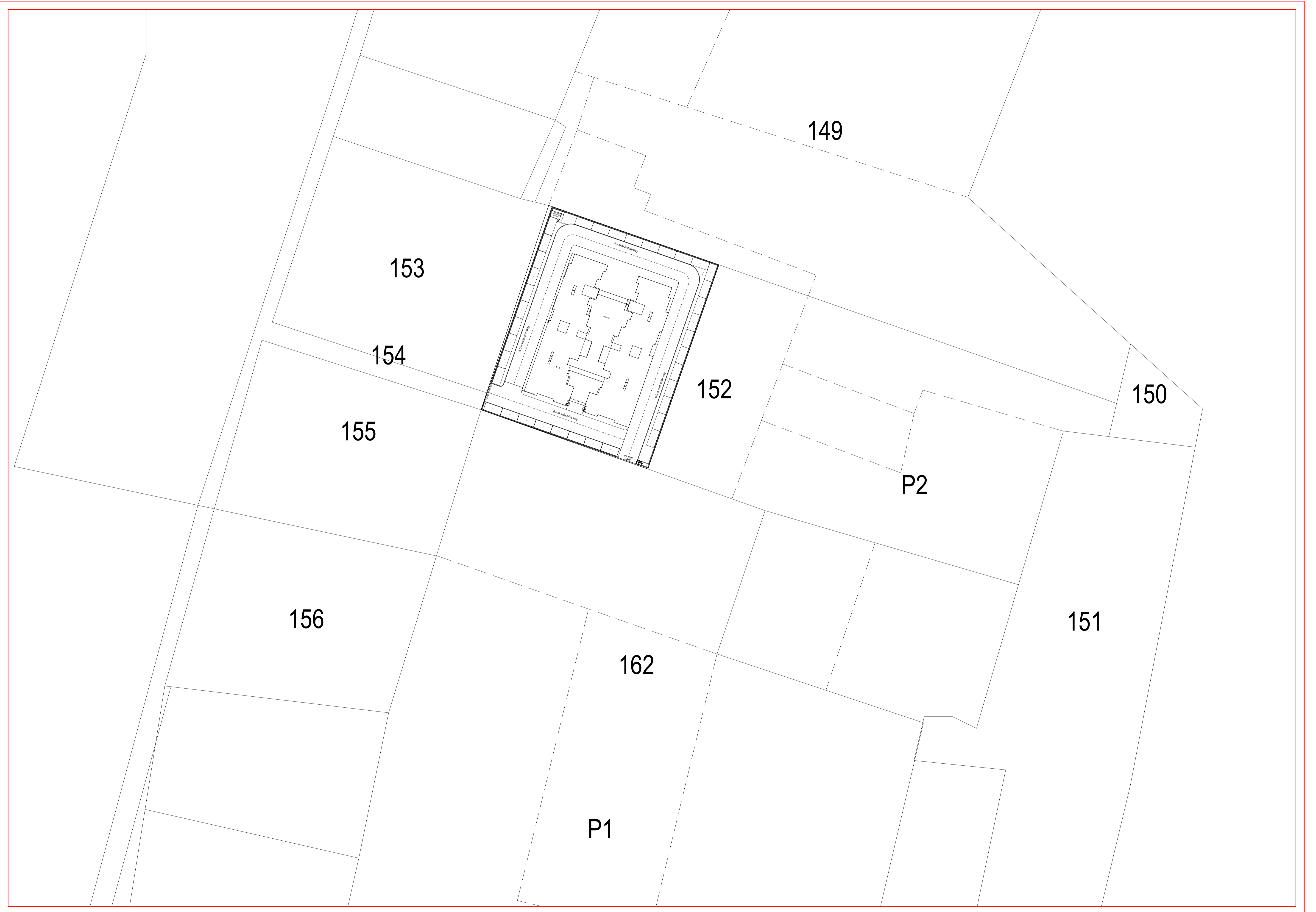


PART SAJRA PLAN OF
VILLAGE BHIKAMPUR, ALIGARH
 (SCALE- N.T.S.)





SANSKAAR MOON APARTMENT
SAJRA MAP PLAN - GATA SANKHYA 152

IV-17/123



उत्तर प्रदेश UTTAR PRADESH

GL 073731



Rachana Varshney

मंजेश कर्मा

Consortium MOU

JURISDICTION - I
STAMP PAID ON DEED - RS. 1,000/-

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as the 'MOU') is made and entered into this 13th day of July 2023, by and Between:

M/s Rachana Infratech, (Pan No. ABFFR1170G) a partnership firm formed vide Partnership Deed dated 11.05.2022 within the meaning of the Indian Partnership Act, 1932 having its office at IInd Floor, Sarrafa Complex, Sarrafa Bazar, Aligarh, UP through its Authorised Representative Smt. Rachana Varshney (Mob No. - 9012254444, Aadhar No.xxxx xxxx 1200) W/o Mr.Amit Kumar R/o MIG29,Avas Vikas Colony,Sasni Gate,Aligarh-Uttar Pradesh-202001 hereinafter referred to as the "Lead Member" of this Consortium which shall include its assigns, successors, etc.

AND

For Rachana Infratech
Rachana Varshney
Partner



मंजेश कर्मा
ONIZERS & BUILDERS

Authorised Signatory



GL 073740

Mr. Aashu Kumar, (Mob. No. - 9997019486, Aadhar No. xxxx xxxx 0132, Pan No. AGVPK5717B) S/o Sh. Chandra Shekhar, R/o MIG Flat No. 29, AvasVikas Colony, Sasni Gate, Aligarh, UP - 202001 having hereinafter referred to as the "Consortium Partner 1" of this Consortium which shall include its limited assigns, successors, legal heirs, executors etc

AND

M/s Smriti Colonizers & Builders, (Pan No. AEDFS1656P) a partnership formed vide Partnership Deed dated 29.06.2020 within the meaning of the Indian Partnership Act, 1932 having its office at IInd Floor, Sarrafa Complex, Sarrafa Bazar, Aligarh, UP through its Authorised Representative Smt. Lajesh Kumari (Mob No.- 6395347203, AAdhar No. xxxx xxxx 0747) W/o Sh.Chandra Shekhar Varshney R/o MIG29, Avas Vikas Colony, Sasni Gate, Aligarh-Uttar Pradesh-202001 hereinafter referred to as the "Consortium Partner 2" of this Consortium which shall include its assigns, successors, etc.

NOW THEREFORE, this MOU witnesses as follows:-

1. Definitions and interpretations
1.1. Definitions

Following words used in this MOU Shall have the meaning as ascribed to the as under:-

- (a) 'Authority' means the Uttar Pradesh Housing and Department Board or the Development Authority or the Special Area Development Authority or Industrial Area Development Authority or the Controlling Authority or the Real Estate Regulatory Authority or Any other authority designated by the Government of Uttar Pradesh, as the case may be;

For Rachana Infratech

Rachna Varshney



For SMRITI COLONIZERS & BUILDERS

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073739

- (b) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (c) 'Consortium' means the Consortium formed between the Members in Accordance with this MoU;
- (d) "Government Agency" means Development Authority Constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing and Development Board constituted under Uttar Pradesh Housing and Development Board Act, 1976 or Controlling Authority constituted under Uttar Pradesh Housing and Development Act, 1976 or Controlling Authority constituted under Uttar Pradesh (Regulation of Building Operation) Act, 1958 or Special Area Development Authority constituted under Uttar Pradesh Special Area Development Authorities Act, 1986, Real Estate Regulatory Authority.
- (e) 'Lead Member' means the member of the Consortium who holds minimum 26% equity in the Consortium.
- (f) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in Connection with the project;
- (g) 'MoU' (Memorandum of Understanding) means a Legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.

For Rachana Infratech

Rachana Vashishta
Partner



For SMRITI COLONIZERS & BUILDERS

मार्जरीत अग्रवाल
Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073738

- (h) 'Net Worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;
- (i) 'Private Developer' means an individual, legal person, consortium, registered trust, registered society, Company, Industrial Unit, Cooperative housing society, company or association, body of individuals whether incorporated or not, owing or assembling or agreeing to own or assemble, whether by purchase or otherwise, Land for development.
- (j) 'Scheme' means the proposed group housing scheme to be developed by lands owned by parties hereto.

Interpretation

- (a) For the purpose of this MoU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a 'person' if any shall, where the context so admits, include reference to natural persons, partnership firms, Companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- (c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MOU.

For Rachana Infratech
Rachana Vashishta
Partner



For SMRITI COLONIZERS & BUILDERS
[Signature]
Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073737

- (d) Reference to the word 'include' and 'including' shall be construed without limitation.
- (e) Any Reference to 'day' shall mean a reference to a calendar day.

2. Purpose of Consortium MOU

The purpose of this MOU is to Establish a consortium for development of a group housing scheme on lands owned by parties hereto and to specify the responsibilities of the Members towards the execution of the Scheme/Project including land assembly, preparation of Detailed Project Report, Securing of clearances, obtaining approvals/permissions from competent authorities, execution of development and construction works, maintenance of service and management and sales/Purchase and disposal of properties and to set out further rights and obligations of the Members Supplementing but not conflicting with those present in this MOU.

That the consortium has been formed with an object of development of Group Housing Project on land for submitting the layout plan to the Development Authority/other authorities and getting other approval from the various Government Department.

3. Duration

3.1. This MOU come into force and effect on as of the date of signing of this MOU by the Members. Unless otherwise terminated earlier, this MOU shall remain effective until the complete discharge of all obligations by the members concerning the Completion of the entire Scheme/Project.

For Rachana Infratech
 Sachna Vashistha
 Partner



For SMRITI COLONIZERS & DEVELOPERS
 Anil Kumar
 Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073736



The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Scheme. It is hereby agreed by the Members that for the purpose of the MOU M/s Rachana Infratech has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representation and declaration on their Behalf. However, every member of the Consortium shall be individually responsible for discharging his obligation as specified in schedule-1.

For the purpose of MOU, The Lead Members shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Scheme/Project and shall have single point of responsibility for ensuring that all Members of the Consortium are Complying with the terms and conditions set out in this MOU.

All instruction/ communications from the Authority to the lead Member shall be deemed to have between duly provided all the Members of the Consortium.

For the Avoidance of doubt it is hereby clarified that the all members of the Consortium shall be held individually responsible for their respective obligations mentioned in Schedule-1 regarding their respective specific roles and responsibilities undertaken by them under this MOU.

5. Rights and obligations

For delivery of all services as per provisions of the development Agreement to be exacted subsequently between the Applicant and the Authority; the lead Member shall be primarily accountable and responsible.

For Rachana Infratech
 Rachna Vashishth
 Partner




For SMRITI COLONIZERS & BUILDERS
 [Signature]
 Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073735

The Lead Member shall be responsible for the transmission of any documents and information connected with the Scheme to the members concerned.

The Representations and declarations made by the Lead Manager shall be legally binding on all the Members of this MoU.

Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this MoU.

6. Responsibilities towards each other

(a) Each Member undertake:

- I. to promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the scheme; and
- II. To inform other Members of relevant communication it receives from third parties in relation to scheme.
- III. Each member shall act in good faith and use reasonable efforts to ensure time bound compliance of their obligations under this MOU and promptly act to correct any error therein as soon as it came into the knowledge.

(b) Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this MOU confidential and also abide by the terms and

For Rachana Infratech

Rachana Infratech
Partner



For SMRITI COLONIZERS & BUILDERS

SMRITI COLONIZERS & BUILDERS
Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073734

conditions of the Development Agreement to be executed subsequently between the Agreement and Authority.

- (c) Each Member shall share with and disclose information of other Members including confidential information and documents as may be necessary for the scheme. The Members hereby understand and agree that the information shall be used solely for the purpose of the scheme and not for its own use or for any third parties benefit.

7. Liabilities

Liability towards each other:

The Member hereby understand and agree that each member shall be individually liable for any default with regard to deliverables of his part under the terms and conditions under the terms and condition of this MoU.

Indemnification of the Member for each other:

Each Member shall indemnify each of the other Members, in respect of Liability resulting from acts or omissions of it.

Liability towards Third Parties:

Subject always to such other under takings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Scheme and from its use of knowledge and/or knowhow.

For Rachana Intratech

Rachana Vasishney



For SMRITI COLONIZERS & JUILJERS

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073733

8. Representation and warranties

The Members hereby represent and warrant that:

- (a) They are duly organized and validly existing under the prevailing laws of India and have full power and Authority to enter into this MOU and to perform their obligations under this MOU.
- (b) This MOU constitutes a valid and binding obligations of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this MOU and all instruments and agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any Agreement or other instrument to which the Member is the party and by which the Members are or may be bound.
- (c) Each of the representation and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this MOU.
- (d) The Member has read, understood and agreed with the terms and conditions of this MOU.

For Rachana Infratech
Rachana Varshney
Partner



For SMRITI COLONIZERS & BUILDERS

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

GL 073732

9. Notices

Notices, demands or other communication required or permitted to be given or made under this MOU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.

Any such notices, demand or communication shall, unless the contrary is provided.

10. Arbitration

Any and all disputes and differences between the Members arising out of or in connection with this MOU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

Any dispute arising in connection with this MOU which cannot be resolved by the Member in accordance with the terms of this MOU shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of Arbitration shall be either Aligarh or Faridabad or New Delhi.

11. Force Majeure

None of the Members shall be held in default in the performance of the obligation, under this MOU, in the event of force majeure which without any limitation include war, civil

For Rachana Infratech

Rachana Raghuney
Director



For SMRITI COLONIZERS

Authorised Signatory



आवेदन सं: 202300755035342

126

100/- रचना रचना इंप्रॉव्ड सर्किट, अलीगढ़ द्वारा की गयी रचना

वही सं: 4

रजिस्ट्रेशन सं: 171 पत्नी अमित कुमार

वर्ष: 2023

प्रतिफल: 0 साम्य शुल्क - 1000 बालारी मूल्य - 0 पंजीकरण शुल्क - 600 प्रतिनिधिकरण शुल्क - 80 योग : 680

श्रीमती मेसर्स रचना इंप्रॉव्ड द्वारा
रचना वाष्वेय अधिकृत पदाधिकारी प्रतिनिधि,
पत्नी श्री अमित कुमार
व्यवसाय अन्य
निवासी एम.आई.जी. 29, आवास विकास कॉलोनी, सा

03/07/2023
Shubham Vashishtha
Stamp Vendor
L.No. 58 Teh. Koil, Aligarh
L. Period 31-3-20.24



श्रीमती. मेसर्स रचना इंप्रॉव्ड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 14/07/2023 एवं
12:46:18 PM बजे
निबंधन हेतु पेश किया।

रचना वाष्वेय अधिकृत पदाधिकारी
प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

AS/VA
जि.स.सि.सि.

उप निबंधक - सदर प्रथम
अलीगढ़
14/07/2023

कमल कुमार कौशिक
निबंधक लिपिक
14/07/2023



commotion, riots, Act of God, pandemic, Government Action. In the event of force majeure, the Members of the consortium MOU undertake to consult each other.

12. Termination of Consortium MOU

This Consortium MOU may be terminated upon the arrival of the first of following events:-

Upon exit from the Scheme subject to terms and conditions of the Scheme/Project.

Upon Completion of the Scheme/Project.

13. Miscellaneous

This MOU supersedes all the prior discussion and agreement (whether oral or written, including all correspondence) if any, between the Member with respect to the Subject matter of this MOU the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall be prevail.

Any provision of this MOU, which is invalid and unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provision hereof.

Any variation and Modification to the terms of this MOU as may be mutual agreed by the members can only be made with prior Approval of Government Agency.

For Rachana Intracon
Rachana Intracon
Partner



For SMRITI COLONIZERS & BUILDERS

Authorised Signatory



बही सं०: 4

रजिस्ट्रेशन सं०: 171

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रतेखानुसार उक्त भागीदार: 1

श्रीमती मेसर्स रचना इफ्राटेक के द्वारा रचना वार्धोय, पत्नी श्री अमित कुमार

निवासी: एम.आई.जी. 29, आवास विकास कॉलोनी, सासनी गेट, अलीगढ़

व्यवसाय: अन्य

भागीदार: 2

Rachna Varshney



श्री अमित कुमार, पुत्र श्री स्व. चंद्र शेखर

निवासी: एम.आई.जी फ्लैट नंबर 29, आवास विकास कॉलोनी, सासनी गेट, अलीगढ़

व्यवसाय: अन्य

भागीदार: 3

Amrit Kumar



श्रीमती मेसर्स स्मृति कॉलोनाइजर्स एंड बिल्डर्स के द्वारा ताजेश कुमारी, पत्नी श्री चन्द्र शेखर वार्धोय

निवासी: एम.आई.जी. 29, आवास विकास कॉलोनी, सासनी गेट, अलीगढ़

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

Tajesh Kumar



श्री नितिन कुमार, पुत्र श्री शिवा राम सिंह

निवासी: रुस्तमपुर सकत खां आगरा रोड तहसील कोल अलीगढ़

व्यवसाय: अन्य

पहचानकर्ता: 2

Nitin Kumar



श्री जुगल किशोर, पुत्र श्री तारा सिंह

निवासी: फ्लैट नंबर 3701, ब्लॉक सी, रघुनाथ होम बापू धाम, सारसोल, दिल्ली जी.टी. रोड, अलीगढ़

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:

उप निबंधक - सवर प्रथम

अलीगढ़
14/07/2023

कमल कुमार कोशिक
निबंधक लिपिक अलीगढ़
14/07/2023



Schedule-1
Role and Responsibilities of Each Individual Members of Consortium

Sl. No.	Type of Member	Role and Responsibilities
1.	Lead Member Name: M/s Rachana Infratech Address: IInd Floor, Sarraf Complex, Sarraf Bazar, Aligarh Phone No: 9720973174	1. The Members herein acknowledge and understand that the project is registrable within the meaning of the RERA Act, 2016. The Project shall be registered in the name of the Lead Member M/s RachanaInfratech and the other two members shall be added as Promoters. The members shall take all measures to duly comply with the directions of the Uttar Pradesh Real Estate Regulatory Authority and any other compliances/ directions specified within the meaning of the RERA Act, 2016 or any other applicable laws.
2.	Member-1 Name: Mr.Amit Kumar Address: MIG Flat No. 29, Avas Vikas Colony, SasniGate, Aligarh Phone No:8958404444	1. The Lead Member along with Consortium Partner 1 shall be responsible for the construction and development of the project and thereafter obtain the requisite Occupation Certificate and/or Completion Certificate from the competent Authority being Aligarh Development Authority. 2. That the members of this Consortium mutually agree that Mr. Amit Kumar, Consortium Partner 1 shall be authorised Representative to appear and represent this consortium before any authority/government body including but not limiting to the Uttar Pradesh Real Estate Regulatory Authority for obtaining any kind of approval, rendering information, seeking permission, registration etc of whatsoever nature.

For Rachana Infratech

Rachana Infratech
Partner



For SMRITI COLONIZERS & BUILDERS

Authorised Signatory
Authorised Signatory



Witness :-

- 1- Nitin Kumar S/o Shri Siya Ram Singh R/o Rustampur
Sakat Khan Agra Road Tehsil Koil Aligarh
Mob. NO. - 9634825911

N. Kumar



- 2- Jugal Kishore S/o Shri Tara Singh R/o Flat No.3701,Block C,
Raghunath Home Bapu Dham,Sarsol,Delhi,G.T. road,Aligarh,
U.P.-202001 Mob No.9720973174

Jugal Kishore
Drafted by Self



आवेदन सं०: 202300755035342

बही संख्या 4 जिल्द संख्या 799 के पृष्ठ 103 से 128 तक क्रमांक 171 पर
दिनांक 14/07/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


आजद सिंह.

उप निबंधक : सदर प्रथम

अलीगढ़

14/07/2023



प्रारूप-घ (संलग्नक-3)

औपबन्धिक (प्रोविजनल) अनापत्ति प्रमाणपत्र

यूआईडी संख्या: UPFS/2022/48552/ALG/ALIGARH/1231/CFO

दिनांक: 19-04-2022

प्रमाणित किया जाता है कि मैसर्स **SANSKAR MOON APARTMENT AT SMRATI CITY** (भवन/प्रतिष्ठान का नाम) पता **GATA NO- 152 BHIKAM PUR G.T. ROAD, GATA NO- 152 BHIKAM PUR G.T. ROAD, ALIGARH** तहसील - **KOIL** प्लॉट एरिया **3743.35 sq.mt** (वर्गमीटर), कुल कवर्ड एरिया **9093.92** (वर्गमीटर), ब्लॉकों की संख्या **1** जिसमें

ब्लॉक/टावर	प्रत्येक ब्लॉक में तलों की संख्या	बेसमेन्ट की संख्या	ऊँचाई
SANSKAR MOON APARTMENT	9	0	29.26 mt.

है। भवन का अधिभोग मैसर्स **SANSKAR MOON APARTMENT AT SMRATI CITY** द्वारा किया जायेगा। इनके द्वारा भवन में अग्नि निवारण एवं अग्नि सुरक्षा व्यवस्थाओं का प्राविधान एन0बी0सी0 एवं तत्संबंधी भारतीय मानक ब्यूरो के आई0एस0 के अनुसार किया गया है। इस भवन को औपबन्धिक अनापत्ति प्रमाणपत्र, एन0बी0सी0 की अधिभोग श्रेणी **Residential** के अन्तर्गत इस शर्त के साथ निर्गत किया जा रहा है कि प्रस्तावित भवन में अधिभोग श्रेणी के अनुसार सभी अग्निशमन व्यवस्थाओं के मानकों का अनुपालन पूर्ण रूप से किया जायेगा तथा भवन के निर्माण के पश्चात भवन के अधिभोग से पूर्व अग्नि सुरक्षा प्रमाण पत्र प्राप्त किया जायेगा। ऐसा न करने पर निर्गत प्रोविजनल अनापत्ति प्रमाणपत्र स्वतः ही निरस्त मान लिया जायेगा, जिसके लिए मैसर्स **SANSKAR MOON APARTMENT AT SMRATI CITY** अधिभोगी पूर्ण रूप से जिम्मेदार होगा/होगें।

Note : भवन को यू आई डी UPFS 2021 40689 ALG ALIGARH 1065 CFO DATED 16 12 2021 के द्वारा प्रोविजनल एन ओ सी निर्गत की गयी जिसमें त्रुटिवश गाटा 0 न0- 152 के स्थान पर 152 अंकित हो गया था। आवेदक द्वारा गाटा 0 न0- 152 अंकित किये जाने हेतु अनुरोध किया गया है। भवन निर्माण शुरू करने से पहले भवन निर्माण कर्ता / अर्चेटेक्ट / भवन स्वामी की यह जिम्मेदारी होगी की सत्ता प्राधिकारी से भवन निर्माण की अनुमति ले। भवन का निर्माण प्रस्तावित मानचित्र के अनुसार करने के बाद एवं सभी प्रस्तावित अग्निसुरक्षा मानकों को पूर्ण करके अग्निशमन पूर्णता प्रमाण पत्र लेना आवश्यक होगा / अग्निशमन पूर्णता प्रमाण पत्र के प्राप्त किये बिना, भवन में कोई आवासीय एवं व्यवसायिक गतिविधि चलाना पूर्ण प्रतिबंधित होगा /

"यह प्रमाण-पत्र आपके द्वारा प्रस्तुत अभिलेखों, सूचनाओं के आधार पर निर्गत किया जा रहा है। इनके असत्य पाए जाने पर निर्गत प्रमाण-पत्र मान्य नहीं होगा। यह प्रमाण-पत्र भूमि / भवन के स्वामित्व / अधिभोग को प्रमाणित नहीं करता है।"

हस्ताक्षर (निर्गमन अधिकारी)

(मुख्य अग्निशमन अधिकारी)



Digitally Signed By
(VIVEK KUMAR SHARMA)

[A82CF6DC3674DC7EE81B43D81158ABEB7F0F8CDC]

22-04-2022

निर्गत किये जाने का दिनांक : 22-04-2022
स्थान : ALIGARH



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

प्रीतन कुमार सिंह
स्वाम्य विक्रेता ला0 नं0 33
ACC ID-14123404
तहसील कोल, अलीगढ़

e-Stamp

Certificate No.	: IN-UP87782042583800U
Certificate Issued Date	: 11-May-2022 01:02 PM
Account Reference	: NEWIMPACC (SV) up14123404/ ALIGARH/ UP-ALG
Unique Doc. Reference	: SUBIN-UPUP1412340466596459607315U
Purchased by	: RACHANA INFRATECH PARTNER RACHANA VARSHNEY
Description of Document	: Article 46 Patnership
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: RACHANA INFRATECH PARTNER RACHANA VARSHNEY
Second Party	: Not Applicable
Stamp Duty Paid By	: RACHANA INFRATECH PARTNER RACHANA VARSHNEY
Stamp Duty Amount(Rs.)	: 750 (Seven Hundred And Filty only)



Please write or type below this line

For Rachana Infratech
Rachana Varshney
Partner

SMRITI COLONIZERS & BUILDERS
Authorized Signatory

For Rachana Infratech
लजेश कुमार
Partner

PU 0000554741

PARTNERSHIP DEED

E-Stamp of Certificate No. IN-UP87782042583800U Date 11-May-2022, in the favor of Rachana Infratech, is the part of this Partnership Deed.

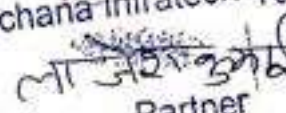

This Deed of Partnership is made at Aligarh on the 11-May-2022 among :-

- 1- **Mrs. Rachna Varshney**
D/o. Lt. Sri Ganga Prasad
R/o. 29, MIG Avas Vikas Colony, Sasni Gate Aligarh.
Aged about 42 Yrs.
PAN No: AFFPV4545P
- 2- **Mrs. Lajesh Kumari**
D/o. Sri Mahaveer Prasad
R/o. 29, MIG Avas Vikas Colony, Sasni Gate Aligarh.
Aged about 65 Yrs.
PAN No: AGVPK5716A
- 3- **M/s. SMRITI COLONIZERS & BUILDERS**
Mr. Amit Kumar (Partner)
Regd Office- IInd Floor, Sarrafa Complex,
Sarrafa Bazar, Aligarh
PAN No: AEDFS1656P

AND WHERE AS it is considered expedient to lay down the terms and conditions of the partnership deed in writing the parties as aforesaid have agreed as follows:

- 1- **Name of the Firm**
That the name of the firm shall be **M/s. Rachana Infratech.**
- 2- **Commencement of Business**
That the date of the Commencement of business shall be **11-May-2022.**
- 3- **Place of Business**
That the place of business shall be at **IInd FLOOR, SARRAFA COMPLEX, SARRAFA BAZAR, ALIGARH.** until changed to some other place with the consent of all the partner either expressedly or impliedly.
- 4- **Branches**
That the firm may open new branches in the present name or other name with the consent of all the partner either expressed or implied for the greater interest of the firm.
- 5- **Purpose of the Business**
That the purpose of the business shall be to carry the business of trading of plots & Construction & Development of Houses, Flats, Shops and Markets etc. Partners can do any other business with the mutual consent of all the partners.


For Rachana Infratech
Rachna Varshney
Partner

Contd...2
For Rachana Infratech For SMRITI COLONIZERS & BUILDERS

Partner

Authorised Signatory

6- Capital

The initially the partners have mutually decided to introduced the capital amounting to Rs. 1,11,92,037/- in which Rs. 1,00,000/- in cash and Rs. 1,10,92,037/- in the form of land, the details of land situated at Bhikampur, Tehsil Koil, Aligarh, introduced is annexed with Annexure-A

Now the said above property will be treated as the partnership firm property and **M/s. Rachana Infratech**, IInd Floor, Sarrafa Complex, Sarrafa Bazar, Aligarh, is the owner of the said property. Two the partners have contributed Rs. 50,000/- each as initial capital contribution aggregating Rs. 1,00,000/-

7- Duration of the Partners

That the PARTNERSHIP IS AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership be shall give at least two month notice in writing to this effect to others partners, in case of death of one of the partners other partner will be entitled to carry on the business of the said firm and legal heir or representative of the deceased partner may become the partner of the said term and condition as were applicable to the deceased partner unless otherwise agreed.

8- Bank Account

That the bank account shall be opened in any Bank as may be agreed amongst the partners either expressedly or impliedly. The bank account shall be operated either jointly or severally by **Mrs. Rachna Varshney & Mrs. Lajesh Kumari**, or otherwise as they may deem fit in the greater interest of the firm.

9- Account

That the accounts of the firm shall be maintained regularly and shall be open for inspection to all the partners. The accounts shall be finalized at the end of each financial year until changed to some other year with the consent of all the partners either expressed or implied.

10- Profit or Loss Sharing Ratio and**Payment of Interest and Remuneration to Partners :-**

[a]. That the Profit or Loss of the business shall be divided among the partners in the following ratio :-

1- Mrs. Rachna Varshney	25.00%
2- Mrs. Lajesh Kumari	25.00%
3- M/s. SMRITI COLONIZERS & BUILDERS	50.00%

For Rachana Infratech: *Rachna Varshney*
Partner

For Rachana Infratech: *Mrs. Lajesh Kumari*
Partner

For SMRITI COLONIZERS & BUILDERS: *[Signature]*
Authorised Signatory

Contd. 3

[b]. Interest

Necessary capital as well as further funds required for the purpose of the partnership business shall be contributed or arranged by partners in such manner as may be mutually agreed upon by and between the partners from time to time. **Interest @ 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 the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the account of the partners at the beginning of the financial year. Such interest shall be calculated and credited to the account of each partner at close of the accounting year.

However in case of loss or lower income the rate of interest can be NIL or lower than the rate as may agreed to by and between the partners from time to time.

[c]. Remuneration

All the partners shall be actively engaged in conducting the affairs of the business as working partner. It is hereby agreed that in consideration of the work **Mrs. Rachna Varshney & Mrs. Lajesh Kumari**, shall be entitled toget the remuneration @ **Rs. 3,00,000/- each p.a.** The remuneration payable to above said partner 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 inforce in the Income Tax assessment of the partnership firm for the relevant accounting year. Such Remuneration shall be calculated at the close of the accounting year and shall be credited to the account of the working partner. The working partner shall be entitled to withdraw out of remuneration for his personal needs from time to time to the maximum amount of salary.

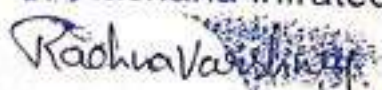
However the partners/partner will be entitled to increase or decrease their remuneration in future either due to change in the amount of time devoting by a partner or due to amendment in the provisions of the Income Tax Act or for any reason as may be mutually agreed among the parties to this deed.

[1]- Sale & Purchase of Land & Building

The Sale & Purchase of Land & Building Shall be made by **M/s. SMRITI COLONIZERS & BUILDERS** through Partner **Mr. Amit Kumar**.

[2]- Alteration in Terms of Partnership

That the terms and condition of the partnership firm any be changed, altered or amended at any time with the consent of the partners either expressed or implied.

For Rachana Inmatech

Partner

For Rachana Inmatech

Partner

Contd...4
For SMRITI COLONIZERS & BUILDERS

Authorised Signatory

13- Arbitration

That all disputes touching the affairs of the partnership firm shall be referred to arbitration in terms with provisions of the Indian Arbitration Act and award of such arbitrator shall be final and binding on all the partners.

14- Finance

The firm may raise the Loan from any Bank / Financial institution and others to meet the financial requirement on the such term & Conditions as deem fit to the greater interest of the firm.

15- That no partner shall raise any finance or loan on and for behalf of the said firm except with the written consent of the other partners. If any partner raising such finances or loan(s) in contravention of this clause shall be personally be responsible for its repayment.

16- That any one of the parties here can authorise any person to represent the firm in any proceeding concerning the affairs of the partnership firm. That not with standing anything contained in the Indian Partnership Act.

17- Other Matters

That all other matters not specifically mentioned in this **PARTNERSHIP DEED** the provisions of the Indian Partnership Act shall apply.

In witness whereof the parties above mentioned have signed this deed today the day of at **ALIGARH**.

SIGNATURES OF PARTNERS

WITNESS :-

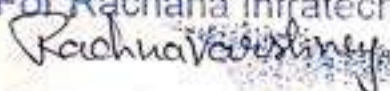
1-

1- Mrs. Rachna Varshney

2-

2- Mrs. Lajesh Kumari

3- M/s. SMRITI COLONIZERS & BUILDERS
Mr. Amit Kumar (Partner)

For Rachana Intratech

Partner

For Rachana Intratech

Partner

For SMRITI COLONIZERS & BUILDERS

Authorised Signatory

M/s. Rachana Infratech

IIInd FLOOR, SARRAFA COMPLEX, SARRAFA BAZAR, ALIGARH

Details of Land Introduced by M/s. Smriti Colonizer & Builders.

S.No.	Land	Area in Sqr. Mtr.	Date		Total Value (Original Cost)	Than Singh	Banwari Lal	Mahesh Chandra
1-	Bhikampur, Pargana, Tehsil Koil, Aligarh, Khasara No. 152	1,698.75	15/12/2020	Cost 56,00,000.00 Stamp 3,92,100.00 Other Exps. 35,800.00	60,27,900.00	60,27,900.00		
2-	Bhikampur, Pargana, Tehsil Koil, Aligarh, Khait No. 122, Gata No. 152	1,132.50	18/11/2020	Cost 26,00,000.00 Stamp 1,82,000.00 Other Exps. 18,800.00	28,00,800.00			28,00,800.00
3-	Bhikampur, Pargana, Tehsil Koil, Aligarh, Khata No. 122, Khasara No. 152	912.10	16/04/2021	Cost 26,00,000.00 Stamp 1,82,000.00 Other Exps. 28,250.00 Total 28,10,250.00 Total Area as per Deed 1,132.50 22,63,336.89 Or Say	22,63,337.00		22,63,337.00	
Total :-					1,10,92,037.00	60,27,900.00	22,63,337.00	28,00,800.00
					%	64.34%	20.41%	25.25%

For Rachana Infratech
Rachana Vasishth
Partner

For Rachana Infratech
मि. जय शर्मा
Partner

For SMRITI COLONIZERS & BUILDERS
[Signature]
Authorised Signatory