

Commencement Codificate

उत्तर प्रदेश UTTAR PRADESH ARTNERSHIP DEED

Ret grane his marker partnership has been exe ted on 8th May, 2014 between: -

Dilee Kumar Bansal S/o Late Shri Kishan Swaroop Bansal aged about 43 years old R/o & Gopal Kunj, Opp. Tulsi Cinema, Bye Pass Road, Agra. Here in after called the 1st PAKTY.

2. Mr. Brahma Nand Goyal S\o Shri Bhagwan Das Goyal aged about 40 years old R/o C-13, New Agra, Agra.

Here in after called the lind PARTY.

EAND WHEREAS all the parties hereto have joined their hands to carry on the business as real estate developers, promoters, builders, contractors, colonizers and to let out, develop, construct, build, erect, demolish, re-erect, alter, repair, remodel or do any other activity relating to construction of any building or building scheme etc or businesses which the partner's may mutually decide to conduct and carry on from time to time in partnership under the name and style of MADHAV HOUSING, R/o M. No. 121, JAGANPUR, INDRAPURI, AGRA.

WHEREAS this deed is being executed to enumerate the terms and conditions settled in between the parties to this deed in writing.

NOW THIS DEED WITNESSTH AS UNDF :-

1. NAME OF THE FIRM: That business shall be conducted and carried under the name & Style of MADHAV HOUSING.

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best M. No. 121, JAGANPUR, INDRAPURI, AGRA. The partner shall be at liberty to open any branch or branches at any other place or

places. 19 MAR 2014

THAT the nature of business of the partnership firm shall be to carry on the business को हा वार as real estate developers, promoters, builders, contractors, colonizers and to let out, develop, construct, build, erect, demolish, re-erect, alter, repair, remodel or do any other activity relating to construction of any building or building scheme etc or businesses which the partner's may mutually decide to conduct.

4. FINANCIAL YEAR: That on 31st March each year the partnership books of account shall be closed and the profit or losses of the partnership business for the year or for the period for which the books shall be drawn up.

SHARE: That the Partners shall be entitled to share profits and liable for losses of the partnership business (including loss of capital shall be divided betbeen the partners) as under:

1. Mr. Dileep Kumar Bansal

50%

2. Mr. Brahma Nand Goyal

50%

CAPITAL: All the partners contrib e capital as per the requirement and need of the

POWER: That it is expressly decided between the parties that all the business of the firm shall be jointly done by the parties. Executing of any agreements or major decisions taken by the firm will be done jointly under the signatures of both partners.

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HOTEL STREET ACCOUNT: The Bank account shall be opened in the name of the firm and 30 shall be operated jointly by both partners, ATM card will be sought in firm's name /account from any bank.

prescribed under the Income Tax Act 1961 from time to time on the credit balance prescribed under the Income Tax Act 1961 from time to time on the credit balance are the partners and shall be credit—d at the end of the relevant accounting year, out of which they shall be entitled to withdraw the money during the year from time to time in addition to their other usual withdrawals as per mutual consent. The parties may decide to charges interest @ Nil or at lower rate than 12% in case of Lower profit or even otherwise as they deem it fit and proper. In case of loss it may also decide not to give any interest. In case of debit balance the interest may be charged accordingly. In this matter entries made in the books of accounts of the firm shall be exclusive evidence of the intention of the partners and shall be deemed to have made as per terms of the partnership deed.

That all the parties are working partners therefore all the parties can/shall charge salary as permissible under the provision of section 40(b) of the Income Tax Act 1961, restricted to the amount of profit of the firm. The Parties will be at liberty to withdraw the same either monthly or annually or otherwise as they deem fit. That the aggregate amount of remuneration payable to working partners will be the maximum amount allowable as deduction under the provision of the Income-tax act, 1961. The said remuneration shall be distributed as per the profit sharing ratio among the partners.

On the First Book Profit Rs.3,00,000/-

On the balance of book profit

90% of book profit or Rs.1,50,000/whichever is more 60% of remaining book profit

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The partners shall be entitled to increase or reduce the above remuneration by 83832 executing a supplementary partnership deed. They may also revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

11. DUTIES: That no partner can sell mortgage assign or in any way transfer any property movable or immovable of the firm or raise loans in the name of the firm for the personal gains or benefits.

12. The firm can borrow money/accepted deposits from Bank financial institutions and any other parties on interest or without any interest or any other terms as may decide at that time. The cost of raising this finance shall be borne by the firm exclusively. This firm shall not be responsible in any case for any loan/losses taken or occur by the partners in their Individual/Joint capacity or by the partners Individually or Jointly in any other Firm/Co.

RETIREMENT/DEATH: The no partner shall be entitled to press for the dissolution of the firm. If at time a partner desire to retire from the partnership business then he or she shall be allowed to retire with consent of the other partners. In case of death of a partner the firm shall not stand dissolved ipso-facto but the firm shall be continued as mutually decided by the remaining partners with or without the legal heir(s) of the deceased partner. The retiring partner/heirs of the deceased partner shall be paid the capital of the said partner and accumulated profits of with the firm but they shall not be entitled for any goodwill or appreciation in the value of the properties of the firm.

14. THAT the Goodwill of the partnership concern shall be the property of the firm, and no retiring partner or legal representative of a deceased partner shall be entitled to pay

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retiring partner or legal heir of any claim in respect of the same. The deceased partner shall be paid the balance lying to his/her credit as per the mutual agreement.

- 15. THAT the partnership firm shall not be responsible for any individual loan, liability or encumbrance of any of the partners.
- 16. THAT the partners of the firm shall be bound to carry on the business of the firm to the greatest common advantage, shall be just and faithful to each other, and shall also render to them accounts and full information of all things affecting to the firm to the other partner or representatives as the case may be.
- 17. THAT the partners shall indemnify the firm to any loss caused to it by his gross negligence or fraud in the conduct of business of the firm out of his own account or personally, as the case may be.
- 18. THAT the partners shall be entitled to modify the above terms by executing a supplementary deed(s) and such deed(s) when executed shall have effect unless otherwise provided, from the first day of accounting period in which such supplementary deed(s) is executed and the same will form part of this deed of partnership.
- 19. ARBITRATION: That in case of any dispute arising during the currency of this partnership or afterwards or in regard to interoperation of the terms and conditions of this deed and in general relating to any matter in regard to this partnership business the same shall be referred to a sole Arbitrator to be mutually appointed by the partners and shall be governed by the provision of the Indian Arbitration Act.
- 20. THAT the provisions of the Indian Partnership Act shall be applicable to this partnership unless they are repugnant to the context and the express terms and Conditions contained in this Deed.

IN WITNESS WHEREOF, the parties after understanding the contents of this Deed, have signed this Deed of Partnership on this day of 8th day of May 2014.

Witnesses: -

1. Signature Africa Stoam

Name Ands S

Signature ...

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Signature's of the Parties:

(Mr. Dileep Kumar Bansal)

(Mr. Brahma Nand Goyal)