

उत्तर प्रदेश UTTAR PRADESH

A 983190

PARTNERSHIP DEED ON STAMP-PAPER OF Rs.750

This deed of Partnership is made on this 1st day of August in the year Two thousand eleven between

1. Sh. Pushpendra Rawat s/o Sh. Mange Ram r/o R-2 / 81, Raj Nagar, Ghaziabad, herein after called as first party; and

2. Sh. Punit Tyagi s/o Sh.Raj Pal Tyagi r/o KI-3, Kavi Nagar, Ghaziabad, herein after called as second party;

WHEREAS above mentioned both the parties to this deed have agreed to start the business upder the name & style M/s M R HOMES w.e.f., 01.08.11

AMOD WHEREAS both the parties to this deed have agreed to reduce the terms & conditions of partnership in writing in order to avoid any doubts, disputes or ambiguities, if any, arising in future.

NOW THIS DEED OF PARTNERSHIP WITTNESSTH AS UNDER

- 1. That the partnership business shall be deemed to have come into force w.e.f. 01.08.2011.
- 2. That the partnership shall be carried on under the name & style M/s M R HOMES or in such other name(s) as may be mutually decided by the partners from time to time.
- 3. That the business of the firm shall be purchase / sale / construction of flats and purchase / sale of flats after construction. Other lines of business may be added

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from time to time with the mutual consent of the partners.

4. That the business of the firm shall be carried on KJ-12, Kavi Nagar, Ghaziabad or at any other place in India that may be agreed upon between the partners. However commercial business activities will be conducted at City Officer & 2 at Khasra No. 1052 Raj Nagar Extension, NH-58, Ghaziabad.

5. That the capital of the firm shall be the amount as decided between the partners to this deed. Interest shall be paid to the partners on their capital @ 12% per annum. Rate of interest may vary from time to time as decided between the partners or will be paid as per the provisions of I.T. Act, 1961.

6. That firm shall be AT WILL.

7. That the partners shall distribute the profit & losses of the business and capital gain or loss between themselves after deduction of interest and salary to the partners in the following ratio:

	Commercial Activities		Construction & Residential Purchase/Sale/Expenses	
	Profit	Loss	Profit	Loss 60%
Sh. Pushpendra Rawat	50%	50%	60%	
Sh. Punit Tyagi	50%	50%	40%	40%

8. That Bank account(s) in the name of the firm shall be opened with any scheduled bank(s) and same shall be operated severally or jointly or in the manner as may be agreed between them from time to time.

9. That proper book of accounts shall be maintained and the firm shall close its accounts on 31st March, of each year.

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- 10. That Salary to the Working Partners will be given as per Income Tax Act, 1961 or as may be mutually decided by both the parties to this deed.
- 11. That no outsider could be taken as partner without consent of all the parties to this deed.
- 12. That in the case of death of any partner, firm will not be dissolved, In his place his legal heirs will be admitted as partner.
- 13. That any partner can severe his connection with this Firm after giving one month notice,
- 14. That each party shall be entitled to have access to and to inspect or to take extract or copy any of the books and documents of the firm.
- 15. That both the partners to this deed shall have the right to accept the loan, mortgage or create a lien or charge on any of the assets of the firm with the consent of other partner in writing.
- 16. That the matters on which no provisions have been made in the deed shall be decided by the partners of the firm mutually.
- 17. That in the event of any dispute, in this regard connected with the partnership firm the same shall be referred to arbitration under the Indian Arbitration Act. Any person can be appointed as sole arbitrator whose decision shall be final decision for the partners to this deed.

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18. That any clause of this partnership deed can be altered/deleted or new clauses can be added thereto with the mutual consent of all the parties to this deed and the same shall be recorded on a non-judicial stamp paper of Rs. 10/- and the same shall be considered as part and parcel of the original partnership deed.

IN WITNESSETH WHEREOF the parties have here laid their respective hands this day, month & year here given above.

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DOM:

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Advo Rate KM-44, Kavi Nagar, GZB.

PARTNERS

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