



उत्तर प्रदेश UTTAR PRADESH

T 597896

DEED OF PARTNERSHIP

THIS DEED of Partnership is made this 1st day of 25 April, 2012 by and between:

1. Shri Preetam Singh S/o Shri Maharaj Singh, aged about 40 years, R/o Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.) (hereinafter referred to as the 'First Partner'),
2. Shri Narendra Singh alias Narendra Pratap Singh S/o Shri Maharaj Singh, aged about 30 years, R/o 86, Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.) (hereinafter referred to as the 'Second Partner'),
3. Shri Vipin Singh S/o Shri Maharaj Singh, aged about 28 years, R/o Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.), (hereinafter referred to as the 'Third Partner'),
4. Shri Swaroop Singh S/o Shri Maharaj Singh, aged about 37 years, R/o Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.) (hereinafter referred to as the 'Fourth Partner')
5. Shri Rasal Singh S/o Shri Maharaj Singh, aged about 54 years, R/o Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.) (hereinafter referred to as the 'Fifth Partner'),
6. Shri Narendra Singh S/o Shri Maharaj Singh, aged about 42 years, R/o Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.) (hereinafter referred to as the 'Sixth Partner'), and
7. Shri Maharaj Singh S/o Late Shri Ram Singh, aged about 72 years, R/o Village Pali Dunga, Sonkh Road, Mathura-281123 (U.P.) (hereinafter referred to as the 'Seventh Partner')

(All of them collectively referred in this deed as partners which expression shall, unless excluded by or repugnant to the context, be deemed to include their respective legal heirs, authorised representative/s, agent/s, and/or assignee/s).

WHEREAS all the parties to the deed are desirous of a running business under the name and style of Maharaja Realtors and hence the parties have today agreed to commence a business in partnership, and accordingly, in order to avoid any dispute or misunderstanding in regard to their partnership business, all the aforesaid parties have decided to reduce the terms and conditions of partnership business in writing.

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Munshi

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*Handwritten signature* महाराजसिंह



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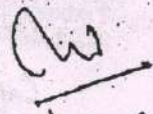
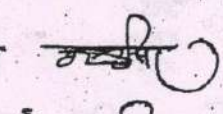
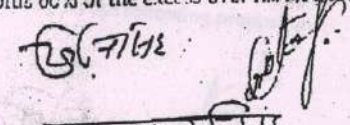
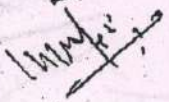
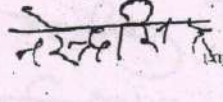
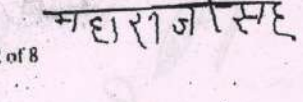
उत्तर प्रदेश UTTAR PRADESH THE DEED OF PARTNERSHIP WITNESSETH AS UNDER

1. THAT the business of this partnership shall be carried on under the name and style of MAHARAJA REALTORS or under such other name or names as the partners may decide mutually. Under the constitution and umbrella of this partnership, this firm will may have various units/divisions handling independent business activities.
2. That the principal place of business shall be Village Fali Dungra, South Road, Near Mandi Samiti, Mathura-281123 (U.P.) or at such other place or places as the partners may mutually decide.
3. That the business of this partnership shall be deemed to have commenced on and from the first working hour of 25<sup>th</sup> April, 2012.
4. That the business of this partnership shall be that of dealing in real estate. Besides this, the partners are at liberty to start any other line of business under this name of firm or under any other trade name as per their mutual agreement.
5. All the partners shall bring in the capital as and when required.
6. That the partners may also arrange funds from banks, financial institutions, or other sources, if so required. The land and property mentioned below may be used as security/mortgage against the finances procured, if the need so arises.
7. Remuneration to partners:

This is agreed by and between the parties hereto that first partner shall devote their time and attention in the conduct of the affairs of the partnership business, as the circumstances and business needs may require.

The total remuneration payable to the working partners shall be worked out as under:

In case of loss or book profit upto Rs. 3,00,000/- for the year.	Rs. 1,50,000/- or 90% of the books profit whichever is higher, but in no case it will be more than the amount of book profits itself.
On the balance of the book profit.	The amount as calculated as per clause (i) above plus 60% of the excess over Rs. 3,00,000/-



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For the purposes of this clause the expression "Book Profit" shall mean the "Book Profit" as defined in section 40(b) of Income-tax Act, 1961 or any other statutory modification or re-enactment thereof for the time being in force. The Book Profit will be the remaining profit after deduction of interest payable to the partners.

8. Such total remuneration shall be paid to the partners in the following ratio. The remuneration payable to the working partners as above shall be credited to his respective account on ascertainment of book profit.

- a. Shri Preetam Singh - 30%
- b. Shri Harendra Singh - 20%
- c. Shri Vipin Singh - 20%
- d. Shri Narendra Singh - 15%
- e. Shri Maharaj Singh - 15%

9. That any profits of this partnership business after deduction of interest and remuneration to the partners shall be shared or borne between the partners in the following proportions:

- a. Shri Preetam Singh - 25%
- b. Shri Harendra Singh - 16%
- c. Shri Vipin Singh - 16%
- d. Shri Swaroop Singh - 8%
- e. Shri Rasal Singh - 8%
- f. Shri Narendra Singh - 15%
- e. Shri Maharaj Singh - 12%

10. That any loss of this partnership business after deduction of interest and remuneration to the partners shall be shared or borne between the partners in the following proportions:

- a. Shri Preetam Singh - 25%
- b. Shri Harendra Singh - 24%
- c. Shri Vipin Singh - 24%

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उत्तर प्रदेश UTTAR PRADESH  
e. Shri Maharaj Singh

- 15%  
- 12%

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9. That it is agreed by and between parties hereto that simple interest at the rate of 12% per annum shall be payable by the partnership on the amount standing to the credit of capital accounts of the partners. The partners may decide to accept interest at a lower rate considering the profitability and liquidity position of the firm. No interest may be paid when the business suffers any loss, but such interest being cumulative, any deficiency for a year may be made up out of the profits of the succeeding years. Separate interest will be paid to partners on amounts brought into firm by way of loans and deposits.
10. That the Bank Account will be opened and operated by SINGLE signatures of any partner
11. That all partners are authorised to represent the business SINGLY in all Banks, Financial Institutions, Offices and Departments. All partners are further SINGLY authorized to represent and act on behalf of the firm with Central Government Authorities like Income Tax Department, Service Tax Dept., and all other Departments and Authorities etc, State Government Offices like VAT, Development Authorities etc, Courts, Revenue Authorities, Registrar and Sub-Registrar Offices, Pollution Control Authorities, and all other Departments and Authorities etc and all local bodies like Mathura Vrindaban Development Authority, Municipal Board etc. The name of the firm shall be got mutated in land records.
12. That the partners at serial # 1, 2, 3, 4 and 5 have each purchased lands in their own names vide various sale deeds, and now agree to contribute the lands, details of which are given below, as part of their share capital. The amount of such capital, as given below, shall be credited in their capital accounts and such lands shall be considered as firm's assets no longer belonging to individual partners. The partners will have no individual rights and claims over the said land transferred to the partnership firm. This firm will have complete rights of ownership including that of constructing structure over this land and selling it to prospective customers.

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महाराज सिंह  
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13. Following lands belonging to partners have been hereby contributed as capital of the partners to the partnership and such land shall form the stock-in-trade of this newly constituted partnership firm Maharaja Realtors.

The lands contributed by partner Shri Preetam Singh are the following:

S.N o.	Date Of Purchase	Khasra No.	Khata No.	Situation of Land	Area (In Hectares)	Transfer Value (Rs)
1	22-4-10	705	500	Nau Gaon, The & Distt Mathura	0.427	684100/-
2	22.4.10	706	142	Nau Gaon, The & Distt Mathura	0.109	
3	14-09-11	711	197	Nau Gaon, The & Distt Mathura	1.090	1847700/-
	02-03-12	705	500	Nau Gaon, The & Distt Mathura	0.380	482800/-
				Total:	2.006	3014600/-

The lands contributed by partner Shri Harendra Singh are the following:

S.No	Date Of Purchase	Khasra No.	Khata No.	Situation of Land	Area (In Hectares)	Transfer Value (Rs)
1	27-01-11	711	197	Nau Gaon, The & Distt Mathura	0.585	971460/-
2	27-01-11	711	204	Nau Gaon, The & Distt Mathura	0.506	684450/-
3	02-03-12	704	436	Nau Gaon, The & Distt Mathura	0.806	957460/-
				Total	1.897	2613370/-

Handwritten signatures and names:   
 Preetam Singh (महाराज सिंह)   
 Harendra Singh (हरेन्द्र सिंह)   
 Maharaja Realtors (महाराज सिंह)



उत्तर प्रदेश **UTTAR PRADESH**

The lands contributed by partner Shri Vipin Singh are the following:

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S.No	Date Of Purchase	Khasra No.	Khata No.	Situation of Land	Area (In Hectares)	Transfer Value (Rs)
1	25-08-07	701	190	Nau Gaon, The & Distt Mathura	0.103	98000/-
2	15-04-11	701	190	Nau Gaon, The & Distt Mathura	0.103	175200/-
3	27-07-11	669	440	Nau Gaon, The & Distt Mathura	0.807	958710/-
4	14-09-11	711	197	Nau Gaon, The & Distt Mathura	1.090	1852700/-
5	19-04-12	673	297	Nau Gaon, The & Distt Mathura	0.159	280000/-
6	19-04-12	673	297	Nau Gaon, The & Distt Mathura	0.66025	1116200/-
Total					2.92225	4480810/-

The lands contributed by partner Shri Swaroop Singh are the following:

S.No	Date Of Purchase	Khasra No.	Khata No.	Situation of Land	Area (In Hectares)	Transfer Value (Rs)
1	2.3.2012	704	436	Nau Gaon, The & Distt Mathura	0.806	957460/-
Total					0.806	957460/-

Handwritten signatures and names in Hindi, including 'श्री वीपिन सिंह' (Shri Vipin Singh) and 'श्री स्वरोप सिंह' (Shri Swaroop Singh).

The lands contributed by partner Shri Rasal Singh are the following:

S.No	Date Of Purchase	Khasra No.	Khata No.	Situation of Land	Area (In Hectares)	Transfer Value (Rs)
1	27.7.2011	669	440	Nau Gaon, The & Distt Mathura	0.807	958710/-
				Total	0.807	958710/-

14. That the value of the land contributed by the partners has been decided for each of the partners as follows:
- a. Shri Preetam Singh Rs. 30,14,600/-
  - b. Shri Harendra Singh Rs. 26,13,370/-
  - c. Shri Vipin Singh Rs. 44,80,810/-
  - d. Shri Swaroop Singh Rs. 9,57,460/-
  - e. Shri Rasal Singh Rs. 9,58,710/-
15. Therefore each partner's capital account is agreed to be credited by above amounts towards the value of the land contributed as capital.
16. Proper books of accounts of the partnership business shall be maintained and shall be closed on 31<sup>st</sup> March of every year.
17. The any one partner can execute contract/sale deed/any other document on behalf of the firm which shall be binding upon all the partners. Even if the partner executes the contract/sale deed/any other document in his personal capacity i.e. without mentioning the name of this partnership firm, It shall be considered on behalf of the firm and shall be binding upon the firm. Any one may, on behalf of the firm sign, file, withdraw or modify documents; and do all such acts, which may be necessary for the conduct of the business. Such acts on the part of the partners shall be binding upon the firm.
18. That the partnership business shall not in any way be liable or responsible for any personal dealing of any of the partners. No partner shall assign, mortgage, or charge any part of his share in partnership business without the consent of the other partner.

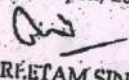

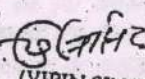
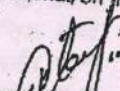
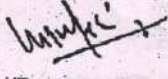
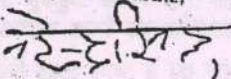
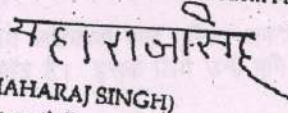
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नरेश सिंह

*महाराजासिंह*  
महाराजासिंह

- 19. That the partnership shall be partnership 'AT WILL'.
- 20. That the mutual rights, duties and interest of the partners except those hereinabove expressly mentioned or subsequently agreed to be altered by virtue of this deed, shall be governed by the Indian Partnership Act, 1932 and statutory modifications thereof, or any other relevant Act for the time being in force.
- 21. The business shall not stand dissolved on the death or cessation of partnership of any of the partners.
- 22. That the partners may by their mutual consent add, amend, alter, delete, modify any of the terms and conditions of this partnership deed as may be mutually decided between them from time to time.
- 23. In case of difference or dispute between the partners, the matter shall be referred to Arbitrators, one to be appointed by each party whose decision shall be final and binding upon all the concerned parties as per rules and regulations mentioned in Arbitration and Reconciliation Act, 1996.

In Witness Whereof the partners hereto have set and subscribed their respective hands on the 25<sup>th</sup> day of April, 2012.

 (PRËTAM SINGH) First Partner	 (HARENDRA SINGH) Second Partner	 (VIPIN SINGH) Third Partner	 (SWAROOP SINGH) Fourth Partner
 (RASAL SINGH) Fifth Partner	 (NARENDRA SINGH) Sixth Partner	 (MAHARAJ SINGH) Seventh Partner	

WITNESSES

- 1. आपर्श कुमार कुव स्वश्री हरपाल सिंह  
नि० - सातव पी० - गजतिगा, पिला - मगुज
- 2. राज कुमार पुवश्री हरेश  
नि० अहमल काला त० ब  
मयुरा