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Sixth Party.

6. Shri Rahul Sarangi aged about 26 years s/o Shri Kishori Saran Sarangi r/o Saranagar, C.P. Mission Compound, JHANSI hereinafter called the,

5. Shri Gungter Singh Chawla aged about 56 years s/o Shri Sarv Singh Chawla r/o Saranagar, C.P. Mission Compound, JHANSI hereinafter called the,

4. Shri Supreet Singh Chawla aged about 26 years s/o Shri G. S. Chawla r/o Saranagar Mission Compound, JHANSI, hereinafter called the,

3. Shri Rajendra Agarwal, aged about 49 years s/o Late Shri Kishorlal r/o 128, Gudri Bazar, JHANSI, hereinafter called the,

2. Shri Ramesh Agarwal aged about 57 years s/o Late Shri Kishorlal r/o 1250/1, Civil Lines, JHANSI, hereinafter called the,

1. Shri Munnal Agarwal aged about 59 years, s/o Late Shri Kishorlal, r/o 128, Gudri Bazar, JHANSI, hereinafter called the,

This deed of partnership executed this 1st day of June 2012 at Jhansi by and between:

**PARTNERSHIP DEED**

सर्वप्रथम उत्तर प्रदेश





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The expression party includes and means his/her heirs, successors, assignees, administrators and legal representatives.

WHEREAS the first to third party own ancestral land property, measuring 2.405 Hec. as per revenue records, described as arazi no. 538 & 539, situated in Roond Panch Mahal, Tahsil Jhansi of Jhansi district as under:-

Arazi No.	Area in Hectare
538	0.648
539	1.757

Out of the above stated land of 2.405 hectare about  $\frac{1}{2}$  is in the shape of low level trenches of old closed stone crushers, very deep and filled with water which does not have any approach road to reach and situated under and near to Jar Pahar Area. As the owners i.e., first to third parties are not able to look after the said asset in the form of deep trench hence they approached party no. 4<sup>th</sup> to 6<sup>th</sup>, who are already doing businesses activities in that area and have approach road from CP Mission compound, to join hands and to transfer the possession the said trenches & the land surrounding thereto, which admeasures approximately of 2.50 to 3.00 acres, situated in Jar pahar area, to this partnership & do development and plotting of said lands and do construction work and to develop the said lands by cutting, filling, laying roads and to develop the said land into marketable plots in partnership. However the 4<sup>th</sup> to 6<sup>th</sup> party or this partnership will not have any right on land of upper part whose approach road is from Gondu Compound which is situated between commissionerary boundary wall and trenches as stated above of

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Jar Pahar.

Thus all the parties have agreed to join hands to set up and start a new business of Land development, plotting, construction, marketing etc., in partnership. For the purpose the 1<sup>st</sup> to 3<sup>rd</sup> party hereby transfers 2.50 to 3.00 acres approximately out of above arazi numbers, in form of trenches & the land surrounding thereto situated in Jar Pahar Area as described above, in the partnership firm as their capital at a value of Rs.200 (Two hundred) Lakhs only. This deed is being executed to enumerate the terms & conditions settled among them in writing to avoid any misunderstanding in future.

Now this deed witnesses as under:

- 1. NAME:** That the business shall be conducted and carried on in the name and style of **M/s SHRI RADHE RADHE DEVELOPERS & BUILDERS.**
- 2. PRINCIPAL PLACE:** That the principal place of business of the firm shall be at Sarv Nagar, C. P. Mission Compound, Jhansi, but the partners shall be at liberty to open any branch at any other place or places.
- 3. COMMENCEMENT & DURATION:** The firm shall be deemed to have been commenced with effect from 1<sup>st</sup> day of June, 2012. The duration of the firm shall be at WILL.
- 4. OBJECT:** The business of the firm shall be to develop and deal in **Land development, plotting, construction, marketing etc.** on the land transferred by first second and third parties.
- 5. SHARE:** The net profit/loss of the partnership firm, as per the accounts maintained by

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the firm after deduction of all expenses relating to trading and/or business of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with the clause of the deed of partnership shall be divided and distributed as detailed below between the partners, on the close of the year.

NAME OF PARTNERS	SHARE
1. Shri Munnalal Agarwal	01%
2. Shri Ramesh Agarwal	01%
3. Shri Rajendra Agarwal	01%
4. Shri Supreet Chawla	47%
5. Shri Gurjeet Chawla	25%
6. Shri Rahul Saraogi	25%

6. **CAPITAL:** Necessary further funds as required for the purpose of partnership business shall be contributed or arranged by fourth, fifth and sixth partners in such a manner as may be mutually agreed upon by and between the partners from time to time. Further, out of the sale proceeds the first three parties namely Shri Munnalal Agarwal, Ramesh Agarwal and Shri Rajendra Agarwal, shall be first entitled to receive back their capital contributed in form of lands and there after it shall be distributed in proportion of the capital deployed by partners.

7. **INTEREST:**

(i) Interest @ 12% per annum or as may be prescribed under section 40(b)(iv) of the Income Tax Act 1961 or any other applicable provisions as may be in force in Income Tax assessment of the partnership firm for the relevant accounting year shall be payable to the partners in the account standing to the credit of the account of the partners and

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shall accrue on day to day basis. It is clarified that unless the aggregate of the withdrawals made by any partner after set-off in respect of salary, interest and share of net profit due to such partner for the relevant year ends up in debit balance at the close of the year, he/she shall not be taken to have effected withdrawals from out of the credit balance "Capital, Current or any other account" but from the remuneration and interest which accrue to him on day to day basis. Such interest shall be calculated and credited to the account of each partner at the close of the accounting year. However party of First Part to third part i.e. Shri Munnalal Agarwal, Shri Ramesh Agarwal & Shri Rajendra Agarwal shall not be paid interest on their contribution of land made as their initial capital in the firm i.e. Rs.200 (Two hundred) lakhs only.

(ii) However, in the case of loss or lower income the rate of interest can be Nil or lower than 12% as may be agreed to by and between the partners from time to time.

**8. REMUNERATION:** All the parties to this deed except the First to third party shall keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partners. It is hereby agreed that in consideration of the partners working in the partnership, each of them shall be entitled for a monthly remuneration / salary as may be agreed to by and between them for time to time.

That all the aforesaid working partners shall in addition to the monthly salary / remuneration be further entitled to a bonus / commission at the end of each year, which after including the total amount of salary payable to the aforesaid partners during the year, shall be equal to the sum computed according to the method of computation as laid down in sub-clause(v) of clause(b) of section 40 of the Income Tax Act and as reproduced below:-



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#### METHOD OF COMPUTATION

(a) On first Rs. 3,00,000 of the book: Rs.1,50,000/- or at the rate of 90% profit or in the case of loss of the book profit whichever is More.

(b) on the balance of the book profit: @60%

(1) Provided that the amount of bonus / commission so arrived at shall be paid to all working partners in their profit sharing ratio.

(2) Provided that if there is any amendment in the above given method of computation as laid down in sub-clause (v) of clause (b) of section of the Income Tax Act, the same shall also stand substituted accordingly in the Deed of Partnership with effect from the date of such amendment, unless and until otherwise decided by the parties hereto.

The partners shall be entitled to increase or reduce the above remuneration. The parties may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

#### 9. POWERS, DUTIES & RESTRICTIONS

9.1 That the fourth party Shri Supreet Singh Chawla and/or the fifth party Shri Gurjeet Singh Chawla are authorised to sign individually and severally on behalf of the firm, documents, agreements, sale and purchase deeds, bills and other documents concerning the firm, to receive payments and issue receipts and in general to do any other act on behalf of the firm, which shall be deemed to have been done on behalf of the firm.

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9.2 No partner except the fourth party Shri Supreet Singh Chawla and the fifth party Shri Gurjeet Singh Chawla can sell, mortgage, assign or in any way transfer any property movable or immovable of the firm or raise loan in the name of the firm. No partner shall assign or charge his share in assets or profits of the firm without the specific consent of other partners. Shri Supreet Singh Chawla and Shri Gurjeet Singh Chawla are authorized to raise loans for the firm from banks, financial institutions etc. by hypothecation / pledging in the firm's assets, by signing individually / severally and all such acts done by them shall be deemed to have been done on behalf of the firm and would not require any reference / confirmation from other partners.

9.3 That the land contributed by Shri Munnalal Agarwal, Ramesh Agarwal and Shri Rajendra Agarwal, as mentioned in the preamble of this deed hereby stands transferred to the firm and all rights over the said vest with firm and the said land shall vest with firm and the said partner shall exercise his right over this land as partner only and not in his individual capacity.

9.4 As the first three parties shall not participate in day to day conduct of business which is to be looked after by the other parties, the fourth to sixth parties shall be fully liable and responsible for the partnership activities and they shall at all times personally, individually and severally keep the first, second and third parties indemnified from all claims, costs, damages etc. for which they be held liable in connection with this partnership business.

10. BANK ACCOUNTS: That Shri Supreet Singh Chawla and/or Shri Gurjeet Singh Chawla are individually and severally authorized to open bank account in the name of the firm or any other trade name or in the name of individual partner, as may be mutually decided from time to time and to operate them individually and severally.

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**11. INTRODUCTION OF NEW PARTNERS:** That the existing partners may agree to introduce new partners as may be mutually decided by them from time to time.

**12. RETIREMENT:** That no partner shall be entitled to press for the dissolution of the firm. If at any time, any partner desires to retire from the partnership business, then he or she shall be allowed to retire with the consent of the other partners, provided the retiring partner shall be paid his/her capital and accumulated profits, if any, with the firm; but he/she shall not be given anything by way of goodwill or appreciation in the value of property of the firm.

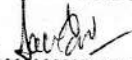
**13. DEATH OF A PARTNER:** That the death/insanity of any of the partner will not dissolve the firm ipso facto. It shall be continued by the remaining partners with the legal heir or heirs of the deceased/insane. If such heir or heirs do not join the firm or any partner dies without any legal heir/heirs, except the partners of this firm, then his/her share will be equally divided among the remaining partners and the firm may be reconstituted as mutually decided by the remaining partners and the legal heirs of the deceased/insane partner and the business shall be continued as a continuing concern.

**14. ACCOUNTS:** The books of accounts shall be maintained on double entry system by the partners at its principal place of business as mentioned above. The financial year i.e. 1<sup>st</sup> April to 31<sup>st</sup> March shall be adopted as Accounting year. Every partner shall have full access to the books of accounts of the firm.

**15. ARBITRATION:** That in case of any dispute among the partners relating to this partnership firm arising during the currency of this partnership or afterwards or in regard to interpretation 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. These proceedings shall be governed by provisions of the Indian Arbitration Act.

**16. AMENDMENTS:** The partners may with mutual consent amend or delete any of the aforesaid terms and conditions or add any other condition, as agreed upon.

**WITNESSES:**

1.   
Sardar 870 Late Sharda  
86, Gonda Compound, JHS

2. ....

**Signature of Partners**

.....  ..... 1<sup>st</sup> Party

.....  ..... 2<sup>nd</sup> Party

.....  ..... 3<sup>rd</sup> Party

.....  ..... 4<sup>th</sup> Party

.....  ..... 5<sup>th</sup> Party

.....  ..... 6<sup>th</sup> Party