

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु. 1000

ONE THOUSAND RUPEES

Rs. 1000



मध्य प्रदेश MADHYA PRADESH

R 300906

DEED OF PARTNERSHIP

THIS DEED of Partnership is made at Bhopal on this 10th day of March, 2013 by and between:

1. SHRI UTTAM SINGH MINA S/o Shri MAN. SINGH MINA, Age Adult R/o 139, Gram- Imaliya, Teh-Huzur, Bhopal, (M.P.) (Partner No-1)
AND
2. SHRI GABBER SINGH S/o Shri LAL SINGH, Age Adult R/o 139, Gram- Imliya, Teh-Huzur, Bhopal, (M.P.) (Partner No-2)
AND
3. SMT KALA BAI W/o Late Shri MOOL CHAND, Age Adult R/o Gram Imaliya, Teh-Huzur, Bhopal, (M.P.) (Partner No-3)

WHEREAS Parties to this deed have decided to carry on the business of Builder & Developers, Real Estate Activities, sale-purchase of commercial/residential/agriculture land, obtaining the permission for existing, land development, plot, colony farmland. Developing, Constructing & leasing the building, duplex, bungalows, apartments and other similar type of business in government departments, private and public sectors as the partners may agree upon from time to time, in the name and style of "M/S. RAYAL GULAB CITY" its principal place of business at Shop No.01, Patel Market, Vidisha Road, Bhopal (M.P.) From the 10th day of March, 2013 on the terms and conditions mutually agreed upon by and amongst them

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(1) उत्तम सिंह आत्मज श्री मानसिंह

(2) कलाबाई पत्नी श्री मूलचन्द

(3) गब्बर आत्मज श्री लाल सिंह

(4) कम्मोबाई, शकुन बाई, दिनिता बाई पुत्रियां मूलचन्द

सभी निवासी-139 ग्राम-इगलिया तहसील-हुजूर,

जिला-भोपाल (म. प्र.)

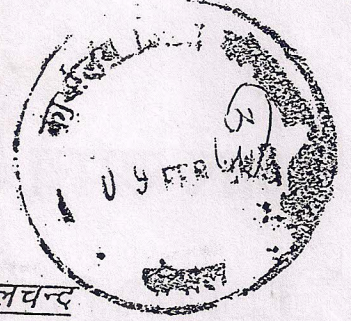
वास्ते-

पार्टनर शिप डीड

आई.डी. प्रूफ नम्बर :-

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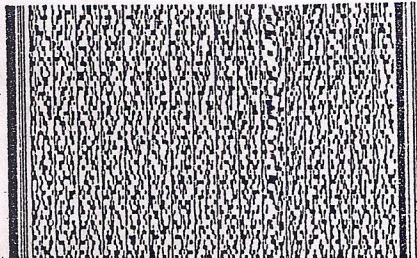
15/02/13



[Signature]
Sagar Vardor
Village, Sakol, Son Naklas
Dist. Bhojpur



Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

Stamp Code: 01010515032016017042
Total E-Stamp Amount: 1000
Govt. Stamp Duty (Rs.): 1000 Municipality Duty (Rs.): 0
Janpad Duty (Rs.): 0 Upkar Amount (Rs.): 0
Exempted Amount (Rs.): 0
Stamp Type: NON-JUDICIAL
Issue Date & Time: 15/03/2016 02:03:17 PM
Service Provider or Issuer Details: SHIVSAGAR YADAV/SP010541706201501174
P/SRO/DRO/HO Details: 64, BRIJ COLONY, KAROND CHOURAHA, BERASIYA ROAD HUZUR BHOPAL

Deed Details

Deed Type: Trust
Deed Instrument: Revocation of of or concerning any property when made by any instrument other than a will- One thousand rupees.
Purpose: Partnership Deed

First Party Details

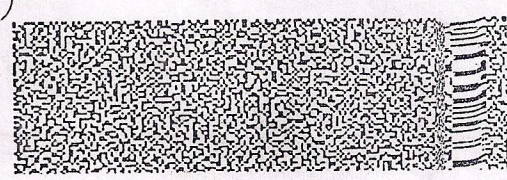
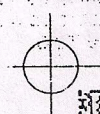
Name: Uttam Singh S/O D/O W/O C/O Man Singh
Address: Village Imaliya Tehsil Huzur District Bhopal M.P. BHOPAL Madhya Pradesh INDIA
Number of Persons: 2

Second Party Details

Name: Gabbar Singh S/O D/O W/O C/O Lal Singh
Address: Village Imaliya Tehsil Huzur District Bhopal M.P. BHOPAL Madhya Pradesh INDIA
Number of Persons: 1

Partnership Deed

Digitally signed by Shiv
Sagar Yadav
Date: 2016.03.15 14:26:51

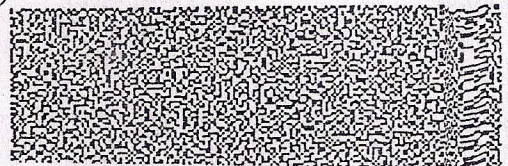


First Party- Smt. Kala Bai W/o Shri Mulchand Age Adult Residing at Village Semrasaiyad Tehsil Huzur District Bhopal M.P.

Second Party- Shri Uttam Singh S/o Man Singh Age Adult Residing at Village Imaliya Tehsil Huzur District Bhopal M.P.

Third Party- Shri Gabbar S/o Lal Singh Age Adult Residing at Village Imaliya Tehsil Huzur District Bhopal M.P.

-----Please turn over/कृपया पृष्ठ पलटिये।-----



AND NOW WHEREAS the parties to this deed desire that the terms and conditions of carrying on the above said business in partnership be reduced to writing to avoid future difficulties or misunderstanding.
NOW, THEREFORE THIS DEED WITNESSETH as under:

1. That the partnership business shall be carried on under the name and style of "M/s RAYAL GULAB CITY" and/or in such other name or names as the parties hereto may from time to time mutually agree upon.
2. That the partnership business shall be that of **Builder & Developers, Real Estate Activities, sale-purchase of commercial/residential/agriculture land, obtaining the permission for existing, land development, plot, colony farmland, Developing, Constructing & leasing the building, duplex, bungalows, apartments and other similar type of business in government departments, private and public sectors as the partners may agree upon from time to time, in the name and style of M/s RAYAL GULAB CITY** its principal place of business at Shop No.01, Patel Market, Vidisha Road, Bhopal (M.P.) From the 10th day of March, 2013.
3. That the duration of the partnership which has commenced from 10th day of March, 2013 shall be at will.
4. That the capital of the firm shall be contributed by the partner in cash or in kind or in the form of land, building, furniture & fixture or other assets, as and when required and decided mutually. Initially capital will be introduced by All the partners of Rs 1,00,000/- and also in the following pattern :-
 - a) **Shri. Uttam Singh:-** Capital Contribution will be in the form of "Piece of Land" Khasra No. 182/142/2/2/2 admeasuring 1.600 Hectare, situated at Gram Mugaliya Kot, Tehsil Huzur, Distt. Bhopal
 - b) **Shri. Gabber Singh :-** Capital Contribution will be in the form of "Piece of Land" Khasra No. 182/142/2/3/2 admeasuring 1.600 Hectare, situated at Gram, Mugaliya Kot, Tehsil Huzur, Distt. Bhopal
 - c) **Smt. Kala Bai :-** Capital Contribution will be in the form of "Piece of Land" Khasra No. 142/2/1/3/Kha admeasuring 0.405 Hectare and Khasra No. 118/2/1/2/Kha admeasuring 0.280 Hectare, Total Area : 0.685 Hectare situated at Gram Mugaliya Kot, Tehsil Huzur, Distt. Bhopal.
5. Further capital infusion, loan or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners as and when required.

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6. Each of the partners will be entitled to draw such monthly amount for his personal expenses as may *be mutually agreed* to and such amount will be debited to his/her account with the firm and included in his/her share of profits.

7. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same. Books of Account of the firm to be maintained by the First Partner of the Firm.

8. That interest shall be paid/credited on the capital account of the partners @ 12% per annum. However, in the case of loss or inadequate profit, the partners may mutually decide that interest at such lower rate [which may be lower to NIL rate] as mutually decided among them shall be paid/credited on their capital account for the relevant accounting period. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss.

That the following working partners who will be actively engaged in the conduct of the business of the firm shall be entitled to receive salary from the partnership firm as decided mutually.

However, the salary payable to partners [as stated above] will be restricted in the following conditions:

Particulars [1]	Salary payable to partners [2]
On the first Rs. 3,00,000/- of the book profit	Salary payable to partners will be restricted to Rs. 1,50,000/- or at the rate of 90% of the book profit, which ever is more and will be apportioned between the partners as under: 1. Mr. Uttam Singh Mina - 90% 2. Mr. Gabber Singh - 5% 3. Smt. Kala Bai - 5%
On the balance of book profit	Salary payable as per para 1 [column 2] above in this table <i>plus</i> 60% of the book profit which will also be apportioned in the above mentioned ratio.

However, in case of loss or in case of NIL book profit, no salary will be payable to the partners.

Book profit here means net profit as shown in the Profit & Loss Account, computed in the manner laid down for computing 'Profits & Gains of Business or Profession' (i.e. after making all deductions allowable under section 30 to 44D of the Income Tax Act, 1961) and increased by the aggregate amount of salary/remuneration paid or payable to all the partners of the firm if already deducted.

10. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest on partners capital & salary to partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

S.No.	Name of the partner	Share in profits
1	Mr. Uttam Singh Mina [First Partner]	90%
2	Mr. Gabber Singh [Second Partner]	5%
3	Smt. Kala Bai [Third Partner]	5%
	TOTAL	100.00%

The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

11. That the bank account or accounts shall be maintained in the name of the firm and shall be operated by **BOTH THE PARTNERS JOINTLY**.

12. That **Mr. Uttam Singh Mina** is the working partner and he is authorize to handle all matter of the firm and he is also authorize to registered any legal documents, Sale Deed, Conveyance Deed, Transfer Deed, Mutation, agreement on behalf of the firm and he is individually authorise for all legal decision on behalf of firm.

13. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses & outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

14. That no partner without the consent of any other partner shall assign, mortgage or change his share in assets or profits of the firm, land, money belonging to the firm and except in the ordinary course of the business dispose of by pledged, shall otherwise dispose off any partnership property of profit.

15. That any bank/other loan obtained/borrowed by any partner/partners for the business purposes of the firm shall with the consent of all the partners be treated as loan obtained/borrowed by the firm. In such case, interest and all other incidental expenses incurred on such loan shall be the legitimate business expenses of the firm to be debited to

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the Profit & Loss Account of the firm and such loan [including its repayment] shall be the liability of the firm.

16. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death, retirement of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the remaining partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

17. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements there for and may set in such manner with regard thereto as may be agreed upon by and between themselves.

18. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

19. That the partners shall be entitled to modify the above terms by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

20. That all disputes with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

IN WITNESS WHEREOF, WE, the above named parties have set our respective hands on this agreement of partnership after fully understanding the matter contained herein above on the date and year first above written in presence of witnesses.

WITNESSES

1. श्री. अ. सिंह

2. श्री. अ. सिंह

EXECUTANTS

[First Partner - Mr. Uttam Singh Mina]

[Second Partner - Mr. Gabber Singh]

[Second Partner - Smt. Kala Bai]

IDENTIFIED BY ME
in att
me.
NEW MARKET
BHOPAL (M.P.)

