



Registration and Stamp Department
Madhya Pradesh

35

Registration Certificate

Registration Details

E-Registration Number	MP059702018A4070453
Registration Date	01/02/2018
Date of Printing e-Registration Certificate	01/02/2018
Market Value of Property (If Applicable)	--
Consideration / Secured / Premium Amount (Rs.)	10000
Registration Fee (Rs.)	500
Total Stamp Duty (Rs.)	2000
SR Name	MADAN PAL
SRO Name	SUB REGISTRAR OFFICE BHOPAL 2

Owner-Self

Organisation Name: Agrawal Infra
Authorized Person's Name: Sanjeev Agrawal
Address: 250, Sagar Plaza, Zone-II, M.P.Nagar, BHOPAL, Madhya Pradesh, INDIA

Organisation Name: Agrawal Infra
Authorized Person's Name: Mrs Kiran Agrawal
Address: 250, Sagar Plaza, Zone-II, M.P.Nagar, BHOPAL, Madhya Pradesh, INDIA

Name: Rakesh Agrawal
Father/Husband's Name: Mr K K Agrawal
Address: H No 64, Shri Golden City, Jatkhedi Road, Hoshangabad Road, BHOPAL, Madhya Pradesh, INDIA

Digitally signed
by Madan Singh
Pal
Date: 2018.02.01
15:48:35 IST

Signature of Sub-Registrar

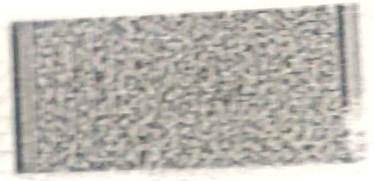


MP059702018A4070453 | 01010501022018000

1484/12



Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	01010501022018004327		
Total E-Stamp Amount	2000		
Govt. Stamp Duty (Rs.)	2000	Municipality Duty (Rs.)	0
Janpad Duty (Rs.)	0	Uplift Amount (Rs.)	0
Exempted Amount (Rs.)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	01/02/2018 10:38:57		
Service Provider or Issuer Details	shivani-agrawal/SP010541706201500808		
SP/SRO/DRO/HO Details	sagar plaza 250 zone-II M.P.Nagar Bhopal HUZUR BHOPAL		

Deed Details

Deed Type	Partnership
Deed Instrument	where there is no share of contribution in partnership or where such share of contribution does not exceed Rs. 50,000.- Two thousand rupees.
Purpose	Partnership Deed/ Amendment Deed

First Party Details

Organization Name	Agrawal Infra
Address	250, Sagar Plaza, Zone-II, M.P. Nagar
Number of Persons	3

Second Party Details

Name	--
Address	--
Number of Persons	--

Partnership Deed/ Amendment Deed of M/s Agrawal Infra



1484/12

Registration and Stamp Department
Madhya Pradesh

PARTNERSHIP/AMENDMENT DEED

This Deed of Partnership is executed on this day between

1. Mr. Sanjeev Agrawal S/o Shri S.K.Agrawal aged 51 years, Indian, R/o. E-2/134, Arera Colony, Bhopal, Madhya Pradesh.
(Hereinafter referred to as Continuing Partners)

2. Mrs. Kiran Agrawal W/o Mr. Sanjeev Agrawal, aged 46 years, Indian, R/o E-2/134, Arera Colony, Bhopal, Madhya Pradesh.
(Hereinafter referred to as Continuing Partner)

3. Mr Rakesh Agrawal S/o Mr K.K.Agrawal, aged 32 years, Indian R/o H. No 64, Golden City, Jatkhedi Road, Hoshangabad Road, Bhopal Madhya Pradesh..
(Hereinafter referred to as Incoming Partner)

WITNESSES AS UNDER

WHEREAS continuing Partners are carrying on the business in the partnership in the name of M/S Agrawal Infra by virtue of original deed of partnership dated 04th November 2011 and amended from time to time.

ANDWHEREAS the incoming partner is willing to join the firm and continuing partners agree to induct him in to the partnership.

ANDWHEREAS all the partners have been advised to reduce in writing and place in a legal form the terms and conditions of their partnership as mutually agreed amongst them. Now they are writing down the conditions as agreed amongst them. They do hereby declare that they are partners in the firm named hereunder on the terms and conditions capitulated here below:

Now this Deed witnesses as under : -

1. That the partnership business shall be deemed to be carried with effect from the date of original deed under the name and style of M/s Agrawal Infra. The Head office of the firm shall be at 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal (Madhya Pradesh) it shall be always open to the partners to undertake.





1484/12

Registration and Stamp Department
Madhya Pradesh

other kind of business or to expand and/or to carry the firm's business at other places as they may decide mutually from time to time;

2. The Business of the firm shall be to carry on the business as Colonizers, Builders, Developers, Property Dealers, Contractors, Hospital, Educational Institutes, Hotel Business, Multiplex, Marriage Garden, Entertainment & Amusement Parks & Other Real Estate Activity like Sale, Purchase of Land, Plots, Joint ventures of others projects etc., However the firm may carry on any other kind of business as determined to be carried on from time to time by mutual consent of all the partners.

3. That the Incoming partner being inducted only for the upcoming project of the firm "Sage Heritage" (said project) situated in village Bawadia Kalan, Hoshangabad Road, Bhopal. Total project land area is 7.25 Acre. He is liable only for the profit/loss of the project "Sage Heritage" only upon the terms and condition mention herein :

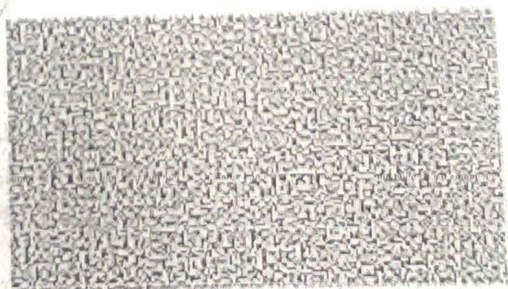
a. THAT the incoming partners Mr. Rakesh Agrawal shall introduce Rs. 10,000/- as a initial Capital Contribution.

b. THAT partner shall shares the profits and be liable for losses of the said project "Sage Heritage" in the following Ratio. This Ratio shall also be the asset sharing Ratio of the said project.

Name of Partner	Ratio in %
Mr. Sanjeev Agrawal	40%
Mrs. Kiran Agrawal	40%
Mr. Rakesh Agrawal	20%

c. The Incoming partners shall share the assets of the said project "Sage Heritage" and shall be liable for the liabilities of this project.

d. The firm shall have a Separate Bank account in one or more of the scheduled Banks, which shall be operated jointly by Mr. Sanjeev Agrawal & Mr. Rakesh Agrawal or as decided mutually by all the partners and the continuing partners shall operate their existing bank accounts in the same manner.



1484/12



Registration and Stamp Department
Madhya Pradesh

other kind of business or to expand and/or to carry the firm's business at other places as they may decide mutually from time to time.

2. The Business of the firm shall be to carry on the business as Colonizers, Builders, Developers, Property Dealers, Contractors, Hospital, Educational Institutes, Hotel Business, Multiplex, Marriage Garden, Entertainment & Amusement Parks & Other Real Estate Activity like Sale, Purchase of Land, Plots, Joint ventures of others projects etc., However the firm may carry on any other kind of business as determined to be carried on from time to time by mutual consent of all the partners.

3. That the Incoming partner being inducted only for the upcoming project of the firm "Sage Heritage" (said project) situated in village Bawadia Kalan, Hoshangabad Road, Bhopal. Total project land area is 7.25 Acre. He is liable only for the profit/loss of the project "Sage Heritage" only upon the terms and condition mention herein :

a. THAT the incoming partners Mr. Rakesh Agrawal shall introduce Rs. 10,000/- as a initial Capital Contribution.

b. THAT partner shall shares the profits and be liable for losses of the said project "Sage Heritage" in the following Ratio. This Ratio shall also be the asset sharing Ratio of the said project.

Name of Partner	Ratio in %
Mr. Sanjeev Agrawal	40%
Mrs. Kiran Agrawal	40%
Mr. Rakesh Agrawal	20%

c. The Incoming partners shall share the assets of the said project "Sage Heritage" and shall be liable for the liabilities of this project.

d. The firm shall have a Separate Bank account in one or more of the scheduled Banks, which shall be operated jointly by Mr. Sanjeev Agrawal & Mr. Rakesh Agrawal or as decided mutually by all the partners and the continuing partners shall operate their existing bank accounts in the same manner.



Registration and Stamp Department
Madhya Pradesh

e. That on behalf of the firm Mr. Sanjeev Agrawal or Mr. Rakesh Agrawal shall sign all the documents to run the business for said project (Sage Heritage).

f. The Firm shall be represented by the Mr. Sanjeev Agrawal or Mr. Rakesh Agrawal for said project in all government departments and other places where any documents or papers are to be submitted, shall be submitted by the signature of any one of the partner. These documents / papers shall be deemed to be submitted by firm and on behalf of every partner.

g. That all the partners shall be liable to bring capital in the business in the ratio mentioned in clause b for said project "Sage Heritage".

h. That Mr. Rakesh Agrawal has authorized to look after the working of the project (Sage Heritage) in coordination & discussion with others partner of the firm. All the responsibility of the said project shall be of Mr. Rakesh Agrawal.

i. That Mr. Rakesh Agrawal shall be the working partner for the said project.

4. For the remaining projects of the firm, the terms and conditions of the partnership shall be as under :

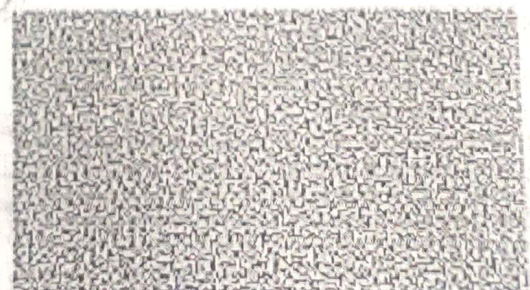
a. The Profit and Loss sharing ratio of the firm for the remaining projects shall be as under :

Name of Partner	Ratio in %
Mr. Sanjeev Agrawal	50%
Mrs. Kiran Agrawal	50%

b. The Bank Accounts of the firm shall be continued to be operated as previously.

c. That on behalf of the firm Mr. Sanjeev Agrawal shall sign all the documents related to any kind of business activity which shall include sale, purchase, mortgage of any of the property of the firm.

d. That the land having area of 2.49 Acre has been pooled by Mrs. Kiran Agrawal in to the firm therefore wherever signature required, she will sign as





Registration and Stamp Department
Madhya Pradesh

land owner.

e. That the firm shall be represented in all government departments, and other places where any documents or papers are to be submitted, shall be submitted by the signature of Mr. Sanjeev Agrawal. These documents/papers shall be deemed to be submitted by firm on behalf of every partner.

f. That Mr. Sanjeev Agrawal shall be working partner of remaining projects of the firm.

5. That each partner shall be entitled to interest on the credit balance of his capital. Such interest shall be calculated on opening balance at the beginning of the financial year. Rate of interest shall be decided by all the partners mutually and in no case such rate shall exceed 12 % p.a. Whether to pay interest on capital or not shall be mutually decided by the partners.

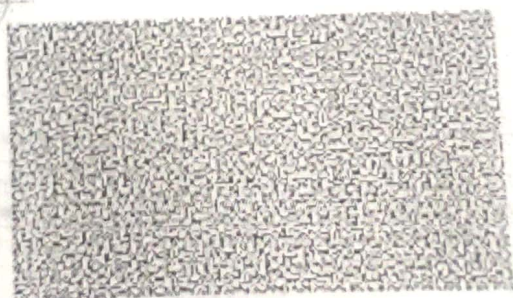
6. THAT working partner of the firm would be entitled to remuneration that shall be calculated as percentage of books profits in the following manner:-

- (a) If Book Profit is negative Rs 1,50,000/-
- (b) In Case Book Profit is Positive on Rs 1,50,000/- or 90%
First Rs 3 Lakh of book Profit (which ever is more)
- (c) On the balance of the book Profit @ 60% of Book Profit

AND THAT the term book profit shall have the same meaning as defined in explanation 3 of sec. 40 (b) of the Income Tax Act 1961, provided always that if in any accounting year there is a loss or insufficiency of the profits or the circumstances of the business require otherwise then the partners by mutual consents will be entitled to reduce the aforesaid amount of remuneration for the accounting year.

7. THAT proper and regular books of accounts shall be kept and maintained during the course of business and each partners shall at all reasonable hours be entitled to have access there to as also to take such extracts therefore as he/she may deem fit.

8. THAT the firm can borrow working capital or any loan either from the partners or from any other person(s), Bank(s), Financial Institutions and other





Registration and Stamp Department
Madhya Pradesh

concern on as such terms and conditions as may be mutually agreed upon from time to time. The partners can pledge mortgage the assets of the firm.

9. THAT accounting year of the firm shall be from April 1st to March 31st every year. As soon as convenient thereafter, the final accounts of the firm for the said year shall be drawn and the ascertained profits or losses of the firm shall be divided between the partners in accordance with their respective shares mentioned above.

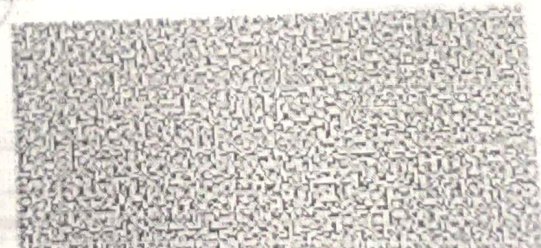
10. THAT the partners shall contribute capital in the business according to their convenience irrespective of the shares held by them.

11. THAT partners shall open/operate the Bank accounts of the firm and same will be operated as per the matrix defined above.

12. THAT the death, eviction or retirements of a partner shall not dissolve the firm. Partnership shall be reconstituted by the remaining partners and its business shall be carried by on them by retaining and using all the properties of the firm whether or not the partnership accounts with such evicted partner, retiring partner or the legal representative/estate of the deceased partner are settled. It is also hereby agreed that if the surviving partners agree then the legal heir/heirs or the nominee of the deceased partner will have the option to join this partnership and to have the same rights and share as the deceased had.

13. THAT subject to any agreement hereafter the evicted partner, retiring partner or the estate of the deceased partner will neither be entitled to any share on account of the goodwill which will continue to be the property of the firm, not any share in the appreciation in value of partnership properties.

14. THAT on the dissolution of the firm for any reason whatsoever no account of the goodwill of the firm shall be taken and none of the partners including the estate of the deceased partner shall be entitled to any share in the goodwill of the firm if any, on dissolution. It is also agreed that the on dissolution, accounts shall be made and settled between the parties in accordance with book values of the assets and liabilities of the firm so dissolved.





Registration and Stamp Department
Madhya Pradesh

15. THAT if any partners is found negligent in his/her duties to the firm or contravenes the provisions of this deed or marks studied omissions or acts in the manner prejudicial to the interest or existence of the firm or refuses to sign papers required by the firm for making statutory or other compliance within the time allowed to him then such partner may be evicted from the partnership if all other partners consider if necessary to do so after giving an opportunity to such delinquent partner to meet the charges against him/her.

16. THAT in the event of any dispute between the partners of their legal representative either in the conduct of business or as regards terms of this partnership or on dissolution such disputes will be referred to an arbitrator as agreed to between the partners and/or the legal representatives of the deceased partner and in the event of there being no agreement on appointment of such arbitrators, to as many arbitrators as appointed by each of the partners and the decision of such arbitrator/arbitrators will be binding on all the parties. In case of more than one arbitrator and in absence of consensus between them the difference will be referred to an umpire as agreed them and his decision will be binding on all the parties.

17. For any matter/s not specially mentioned in this deed, partners may decide mutually.

18. Subject and without prejudice to the foregoing presents, the provisions of the INDIAN PARTNERSHIP ACT, 1932 (as amended up to date) shall be applicable in matter not provided for herein.

IN WITNESS THEREOF we the above named parties have set our respective hands on this AGREEMENT OF PARTNERSHIP DEED / AMENDMENT DEED after fully understanding the matters contained herein above on this day 01/02/2018 in presence of witnesses.

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

