



## PARTNERSHIP DEED

This Partnership Deed is executed on this the 04th Day of November 2011 between

Shri Sanjeev Agrawal age 44 year S/o. Shri S.K. Agrawal address Sagar Plaza, 250, Zone-II, M.P. Nagar, Bhopal Madhya Pradesh hereinafter referred to as First Partner.

## AND

Smt. Kiran Agrawal age 36 year W/o Shri Sanjeev Agrawal address Sagar Plaza, 250, Zone-II, M.P. Nagar, Bhopal Madhya Pradesh hereinafter referred to as Second Partner,

## Name of Business

The Name of artnership firm as "M/s AGRAWAL INFRA". NIP/5/37/2/2007/21-4/21 G.C. KATHAL MIS. AGRAWAL INFA Ms. AGRAWAL INFRA B.A. L.L.C. IM.P. INDI

- 1. The partnership business shall be deemed to be carried with effect from date mentioned above under the name and style of M/s. "AGRAWAL INFRA". The Head Office of the firm shall be at 250, Sagar Plaza, Zone-2, M.P. Nagar, Bhopal. The partners are, however, at liberty change the address of the Head Office of the firm and to open another branch or branches to extend the nature and scope of business.
- 2. The Business of the firm shall be to carry on the business as Colonizers, Builders, Developers and Contractors. However the firm may carry on any business as being mutually decided by the partners time to time by mutual consent of all the partners.
- 3. The above said partnership shall be at will.
- 4. The Partners Shall Share in the profits and shall be liable for losses, if any, in the following proportion

Name of Partner	Profit \ Loss Sharing
SE File File Commence	Ratio
SHRI SANJEEV AGRAWAL	50% (Percent)
SMT. KIRAN AGRAWAL	50% (Percent)

- Initially both the partners had contributed Rs. 10000/- each towards the
  capital of firm and further capital shall be introduced by both the partners as
  and when needed in their profit sharing ratio.
- The firm shall have its Bank account in one or more of the scheduled Banks, which shall be operated as decided mutually.
- 7. All the Partners shall be working partners and shall be actively involved in the management of the business and would be entitled to remuneration that shall be calculated as a percentage of book profits in the following manner;

In respect of First Rs. 3,00,000 of the Book Profits 90%

In respect of Balance of Book Profit

60%

8. For the purpose of the above calculation the Book Profit shall be calculated on the basis of book profits as shown by the books and computed as provided in section 28 to section 44 D of the Income Tax Act, 1961 without deducting the

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M/s. AGRAWAL INFRA

remuneration paid or payable to the partners for the relevant accounting year. In the event of the firm making inadequate profits or suffering losses, the remuneration payable to the partners shall be Rs. 1,50,000. The remuneration stipulated above shall be distributed in the ratio mutually decided among all the partners. Any One of the Partner is hereby authorized by both the partners to purchase any Immovable property, and any other asset on behalf of the firm. All such dealings shall be deemed to be done by the both the partners. The said partner is also authorized to sale any of the property of the firm.

- 9. The firm shall be represented by any one of the partners 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 following partners. These documents \ papers shall be deemed to be submitted by firm and on behalf of every partner.
- 10. 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 both the partners mutually and in no case such rate shall exceed 12 % p.a.
- 11. The First accounting year of the firm shall end on March 31st, 2012 and thereafter on 31st of March every year. On such date, during the continuance of the partnership, a general account of the preceding year shall be taken and a just valuation made of all the assets and liabilities of the firm.
- 12. That in case any partner desirous of retiring from the partnership firm he shall required giving at least one months notice in writing to his intention to do so, unless otherwise mutually agreed upon all the partners.
- 13. The Partners shall keep and maintain proper books of accounts, securities, vouchers, etc. and be open to the inspection of each partner of his agent at all reasonable times with power to take copies.
- 14. If any partner infringes any one of the clauses hereunder or becomes insane, or is adjudicated an insolvent, the other partner may forthwith determine the partnership by notice in writing, and may henceforth continue the business alone.
- 15. In case of any dispute amongst the partners regarding working of the partnership business or interpretation of this document, the same shall be referred to a sole Arbitrator to be appointed by mutual consent of all the partners. The award of the Arbitrator shall be final and binding on all the partners. The arbitration proceedings shall be governed by the Indian Arbitration and Reconciliation Act, 1996(as amended).

MIS, AGRAWAY INFRA

M/s. AGRAWAL INFRA

- 16. All the partners shall work intelligently and diligently in common interest of the partners and they shall be just and faithful to each other in their dealings
  - a. All the partners shall keep each other informed about working and
     b. No.
  - b. No partner shall do any transaction or work which is detrimental to the interest of the firm or which is not connected with the business of the firm.
  - c. Any One of the Partner is authorized to pledge the credit of the firm or indebt any property or stand surety or take any guarantee or loan on behalf of the firm.
- 17. On death or retirement of any of the partner, the firm shall not be dissolved but shall be continued by the remaining partner after admitting the legal heir or nominee of the deceased or the retiring partner on the same terms and conditions.
- 18. For all other purposes which are not specifically mentioned in this partnership, this partnership shall be governed by the provisions of Indian Partnership Act 1932(as amended).

EXECUTED this 4th Day of November in the year 2011 in presence of following witnesses.

WITNESSES

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2. Febrel

PAHUL JATH 51-A BANK COLOHY JAHANGTRABAD BITOPAL **EXECUTANTS** 

MIS. AGRAWAL INFRY

1. Shri Sanjeev Agrawal

(First Partner)

Ms. AGRAWAL INFRA

Smt. Kiran Agrawal (Second Partner)

IDENTIFIED BY

ATTESTED.

G.C.KATHAL

NOTARY, BHOPAL

