

PARTNERSHIP DEED

CK 888705

THIS DEED OF PARTNERSHIP is made on this First Day of April Two thousand Fifteen, in the presence of witness, who have signed this deed between:

- 1- Mr. Bankey Bihari Bansal S/o Shri Ram Murti Bansal Aged about 50 Yrs
R/o 2/59 B, Ganga Jawahar Colony, Ram Ghat Road Aligarh
(herein after called the party of first part)
- 2- Mr. Rajesh Kumar Mittal S/o Late Shri Mohan Lal Mittal Aged about 54 Yrs
R/o Mohalla Bohran, Harduaganj, (Aligarh)
(herein after called the party of Second part)
- 3- Mr. Ajay Agrawal S/o Shri Anand Prakash Agarwal Aged about 51Yrs
R/o Mohalla Nathuram, Soot ki Mandi, Kasganj
(herein after called the party of Third part)
And
- 4- Mr. Sanjeev Bansal S/o Shri Ram Murti Bansal aged about 46 Yrs
R/o 55-Mohan nagar, Jalesar Road, Firozabad
(herein after called the party of Fourth part)

WHEREAS the aforesaid parties have decided to form a partnership under the name & style of M/s **Rasik Infra Constructions** , Site at Vrindavan Dham, Mahavir Park, Marris Road, Aligarh .

And whereas it is deemed to be necessary and expedient to reduce the terms and condition of partnership in writing, which shall henceforth govern the partnership.

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00 26 MAR 2015 06

OBJECTS : That the object of the partnership will constitute of –

- ALIGARH
- i) That the firm shall carry on the business of "Contractors, Government Contractor and Consultants and Construction of the Road, Building Electrical Work Commercial and Residential Complex, Apartments, Buildings, Offices,, Builders, Developers etc.
 - ii) To construct, build design, develop, and buy sell or lease or outright sale acquire and deal in land, Shop, flats houses, right in flats in multi story building both commercial & residential and proprieties of any tenure or interest therein to erect, construct house building or work of every description and pulls down, rebuilt, enlarge, alter, improve existing houses, flats and building to construct and appropriate such land into and for roads, streets, gardens and other conveniences and to act as builder & Contractor.
 - iii) To purchase for investment or resale and to deal in land and house and other property of any interest there is and to buy and sell and deal in freehold and leasehold ground rents.
 - iv) To carry on the business of colonizers, builders, flat property dealers, contractors, decorators consultants, and to deal in all kinds building materials dowelling houses and to do real estate business.
 - v) To Sale, Purchase of Milk and Milk Products.
The partners may add and/or diversify into the same and/or other areas of the fields of business/ industry/ trade also.

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2- **NAME AND ADDRESS OF THE FIRM :**

That the Partnership business shall be Carried under the name & Style of as **M/s Rasik Infra Construction**, Site at Vrindavan Dham, Mahavir Park, Marris Road, Aligarh . and may start with any other name or names at such other place or places as mutually agreed between the partners time to time orally or in writing.

3- **TERM:**

That the partnership was in force w.e.f 01.04.2015 and it shall be partnership at Will.

4- **CAPITAL :**

- That the partners shall contribute the capital as agreed between partners by mutual consent.
- That Mr. Bankey Bihari Bansal (Party of First Part) do hereby contribute Property No 3/80, Mahaveer Park measuring 633.18 Square Meters to the partnership Firm by way of capital contribution. A sum of Rs 7814437 (Rs Seventy Eight Lacs Fourteen Thousand four hundred Thirty Seven) shall be credited to his capital accounts as capital contribution to the firm. Which is net value of land after deducting Bank loan taken on this proerty (Rs 21560000/ value of land and Rs 13745563/) is the balance of loan amount taken for purchase of this land From now onwards this property and Bank loan becomes the property and liability of of the partnership Firm.

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5-SHARE IN PROFIT & LOSSES:

That the shares of Partners in profit & Losses shall be as under:

Name of Partner		Share in Profits	Share in Losses
Bankey Bihari Bansal	Party of First Part	40%	40%
Rajesh Mittal	Party of Second Part	20%	20%
Ajay Agrawal	Party of Third Part	20%	20%
Vinita Agarwal Sanjeev Bansal (SANJEEV BANSAI)	Party of Fourth Part	20%	20%

5- INTEREST ON CAPITAL :

That the Interest rate of 12% per annum as may be prescribed u/s 40 (b) (iv) of the Income Tax act 1961 or any other aw as may be in force in the income tax assessment of the partnership firm for the relevant accounting periods shall be payable to the credit of accounts of the partners. Such interest shall be calculated and credited to the accounts of each partners at the close of accounting year.

The Partners may by mutual consent, decide from time to time, To enhance or decrease the aforesaid rate of interest on capital accounts or the mode of calculation thereof in future. The Partners may also decide from time to time by mutual consent, even not to pay any interest to all or any of the partners in future either in view of the amendments In the Income Tax Act or in case of loss or lower income of the firm or otherwise

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7 - REMUNERATION TO PARTNERS:

That it has been agreed that all the partners shall be entitled to draw remuneration from the firm at such rate as may be mutually agreed upon from time to time.

However such remuneration shall not exceeds the amount computed in manner laid don in explanation 3 to section 40(b) of the Income tax act 1961 as per detail below:

- | | | |
|------|---|---|
| (i) | On the First Rs. 300000 of the book Profit or in the case of loss | Rs. 150000/ or at the rate of 90% of book profit whichever is more; |
| (ii) | On the balance of the book Profit | at the rate of 60% |

For the purpose of this clause the expression "BOOK PROFIT" shall mean the BOOK PROFIT as defined in section 40(b) of the IT act 1961 or any other statutory Modifications or re-enactment thereof for the time being in force;

Explanation:

Or any other applicable provisions of Income Tax laws or any other law as may be in force in the income assessment of the Partnership Firm for the relevant accounting year Such remuneration shall be distributed between partners equally or as agreed by partners mutually.

Besides the above the remuneration can be increased or reduced to any extent as mutually agreed upon between the partners orally or in writing.

8- ACCOUNTING YEAR:

That the accounting year of the firm shall be Financial year

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00 26 MAR 2015 06
ALIGARH

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9- BOOKS OF ACCOUNTS:

That the account of the Partnership business shall be maintained in accordance with normally adopted accounting principles and shall always be open to inspection by any of the partners.

10- BANKERS:

That the firm may maintain bank account in one or more banks. such a/cs has to be operated with the signature of any Two partners jointly out of three.

11- EXECUTION OF DEED ON BEHALF OF FIRM :

That the land, Shop, Flats, building etc. Constructed and owned by the firm shall be sold by Party of First Part namely Bankey Bihari Bansal on behalf of the firm.

12 - ALTERATION CLAUSE:

That the partners may be mutual consent add subtract, change, alter, modify, the terms and conditions of this deed in writing with the signatures of and all such alteration, subtraction, change, modifications, additions shall be treated as part of deed.

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ALIGARH

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- 13- SALE/TRANSFER OF SHARE BY PARTNERS**
That no partner shall transfer, sell, mortgage or create any encumbrance on his share, or on the share of other partner or on the firm as a whole to any stranger except with the mutual consent of all partners in writing with signatures.
- 14-** That all the partners indemnify the firm as a whole from creating any personal liability and in case partner does so, he shall be fully responsible for the same exclusively.
- 15-** That all disputes and question in connection with the partnership or this Deed among the partners or their legal representatives, heirs during the continuance of the firm or after wards shall be referred to an arbitrator in accordance with the Indian arbitration Act and the award of such arbitrator shall be binding upon the partners or the or representative on their behalf.

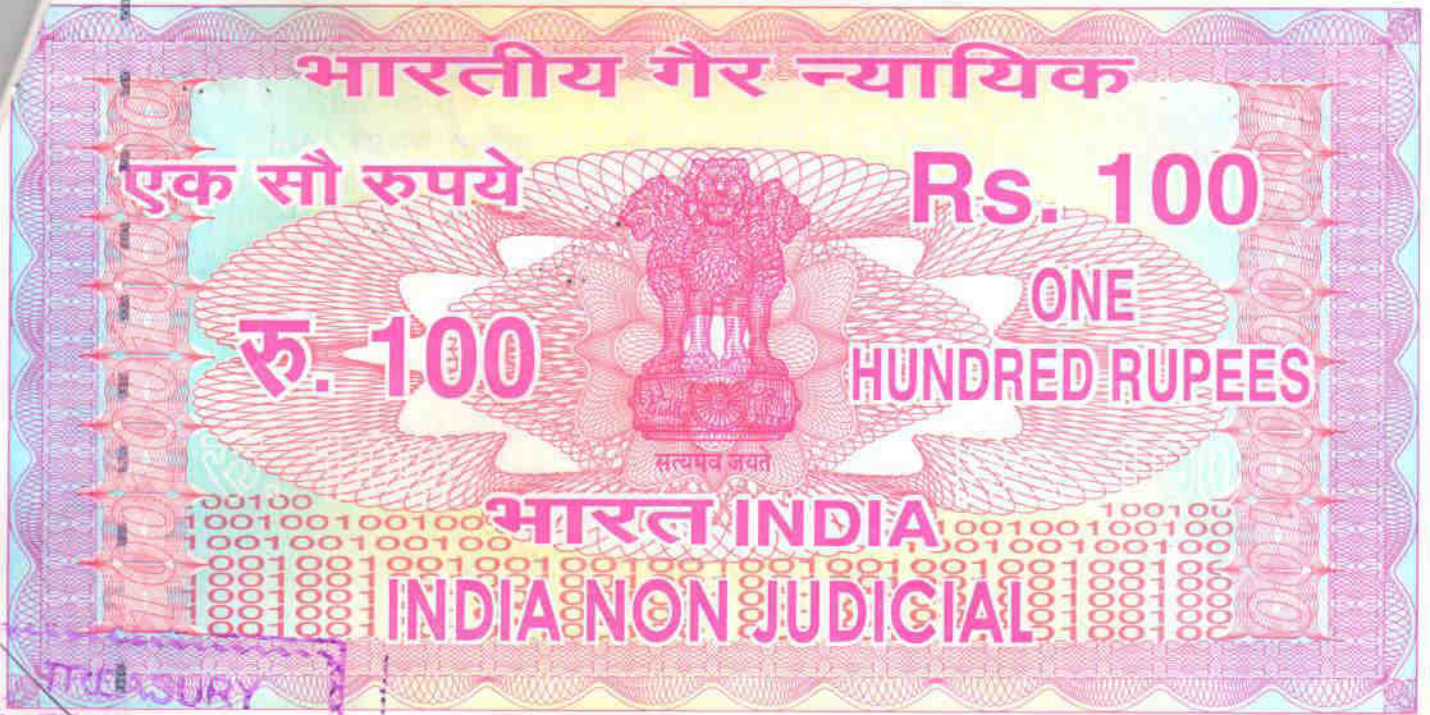
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00 26 MAR 2015 06
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16- That in the matter not covered and stipulated in this instrument of Partnership shall be governed by the Indian Partnership act.

17- That in case of death, retirement insolvency of any partner the firm shall remain in operation with existing partner or partners or their legal heirs/ representatives the firm shall run as before as mutually decided by parties thereto


WE THE EXECUTANTS OF THIS INDENTURE OF PARTNERSHIP DO HEREBY SUBSCRIBE OUR SIGNATURE IN WITNESS OF AND BIND OURSELVES OUR ASSIGNEE. REPERSENTATIVES, SUCESSOR HEIRS IN SOUND STATE OF MIND AND HEALTH SO HELP US GOD

WITNESS FOR ALL

Party of First Part

1- 
Vijay K. Sharma s/o Shri
Raja Ram Sharma R/o Kuldeep
Vihar Colony, Aligarh

Party of Second Part

2- 
Devi Singh s/o Late Sri Het Ram Singh
Ho Shiv Lok Colony, Suraj Vihar
Aligarh.

Party of Third Part

Party of Fourth Part



श्री राम शर्मा



Please attach of this Amendment Deed to Rasik Infra Constructions
Part of Original Deed. A/c No. 6561002100001235



DK 350064

AMENDMENT IN PARTNERSHIP DEED

This Supplementary Deed of Retirement is Executed on this First Day of April, Two thousand Seventeen, in the presence of witness, who have signed this deed between:

- 1- Mr. Bankey Bihari Bansal S/o Shri Ram Murti Bansal Aged about 51 Yrs
R/o 2/591B, Ganga Jawahar Colony, Ram Ghat Road Aligarh
(herein after called the party of first part)
- 2- Mr. Rajesh Kumar Mittal S/o Late Shri Mohan Lal Mittal Aged about 55 Yrs
R/o Mohalla Bohran, Harduaganj, (Aligarh)
(herein after called the party of Second part)
- 3- Mr. Ajay Agrawal S/o Shri Anand Prakash Agarwal Aged about 52Yrs
R/o Mohalla Nathuram, Soot ki Mandi, Kasganj
(herein after called the party of Third part)

And

- 4- Mr. Sanjeev Bansal S/o Shri Ram Murti Bansal aged about 47 Yrs
R/o 55-Mohan nagar, Jalesar Road, Firozabad
(herein after called the party of Fourth part)

WHEREAS Existing Partners are carrying on business In partnership in the name & Style of M/s Rasik Infra Constructions from the First day of April, Two thousand Fifteen under and by virtue of the deed of partnership of Same Day entered into between them.

NOW IT IS AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS

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31-12-2017

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1. The said party of Third part and Fourth part shall retire as from the firm Namely M/s **Rasik Infra Constructions** and the business shall be carried on by First Part and Second part of this deed. These party shall run the business in partnership with any other person or persons or in any manner which ever may be feels best to their interest and Interest of Firm .
2. The Balance in the form of Capital of retiring partner shall be transfer to unsecured loan account and shall be repaid as per mutual agreement .
3. The retiring partners hereby specifically states that from the date of retirement they shall have no rights whatsoever to the firm Name, Telephone, Goodwill, Assets, Stocks, tenancy rights of the firm as from the date of retirement.
4. The New Profit and loss sharing ratio shall be as under


Name of Partner		Profits	Losses
Bankey Bihari Bansal	Party of First Part	50%	50%
Rajesh Mittal	Party of Second Part	50%	50%

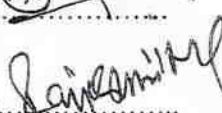
5. That the bank accounts of the firm shall be operated with the Joint signature of both the partners jointly

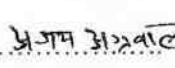
6. The terms and condition of the Deed of Partnership dated 01.04.2015 shall except in so far as the same are modified by this agreement, continue in full force and effect on Remaining Partners.

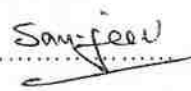
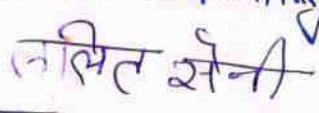
IN WITNESS WHEREOF the parties of this deed have hereto set their respective hands in presence of witnesses:--

WITNESS FOR ALL

Party of First Part 

1- Vijay Sharma / Sd/ Shri R. R. Sharma Party of Second Part 
Kuldeep Vihar Colony, Aligarh

2- Lalit Saini / Sd/ Shri Jaiveer Singh Party of Third Part 
Nagda Tikona Karpuri, Aligarh

Party of Fourth Part 




सत्यमेव जयते

INDIA NON JUDICIAL ई-स्टाम्प विक्रेता

जवील कुमार सिंह
ACCIDUP14170604
निविदा कोट अजीमत

Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP50253374822054T
Certificate Issued Date	: 19-Mar-2021 12:23 PM
Account Reference	: NEWIMPACC (SV)/ up14170604/ KOIL SADAR/ UP-ALG
Unique Doc. Reference	: SUBIN-UPUP1417060487877806253402T
Purchased by	: MS RASIK INFRA CONS BY PAR BANKEY BIHARI BANSAL
Description of Document	: Article 19 Certificate or other Document
Property Description	: .
Consideration Price (Rs.)	: .
First Party	: MS RASIK INFRA CONS BY PAR BANKEY BIHARI BANSAL
Second Party	: Not Applicable
Duty Paid By	: MS RASIK INFRA CONS BY PAR BANKEY BIHARI BANSAL
Duty Amount(Rs.)	: 100 (One Hundred only)

NOTARIAL

NOT. AL



-----Please write or type below this line-----

Bansal L. Ajay Kumar



Statutory Alert:

AMENDMENT IN PARTNERSHIP DEED

This Deed of Amendment in Address of the firm is Executed on this First Day of April, Two thousand Twenty One, in the presence of witness, who have signed this deed between:

- 1- Mr. Bankey Bihari Bansal S/o Shri Ram Murti Bansal Aged about 56 Yrs
R/o 2/591B, Ganga Jawahar Colony, Ram Ghat Road Aligarh
(Herein after called the party of first part)

And

- 2- Mr. Rajesh Kumar Mittal S/o Late Shri Mohan Lal Mittal Aged about 60 Yrs
R/o A-507, Rasik Tower, Star City Tala Nagari (Aligarh)
(Herein after called the party of Second part)

WHEREAS Existing Partners are carrying on business In partnership in the name & Style of M/s Rasik Infra Constructions from the First day of April, Two thousand Fifteen as amended on 01.04.2017 by virtue of the deed of partnership of Same Day entered into between them.


NOW IT IS AGREED AMONG PARTNERS

1. The Office Address of the firm M/s Rasik Infra Constructions will be at Rasik Tower, Star City, Ramghat Road, Aligarh. Or at such other place or places as mutually agreed between the partners time to time orally or in writing.

The Other terms and condition of the Deed of Partnership dated 01.04.2015 as amended on 01.04.2017 shall except in so far as the same are modified by this agreement, continue in full force and effect on Partners.

WITNESS FOR ALL

1-

Party of First Part 

2-

Party of Second Part 


**ATTESTED
NOTARY**





Certified True Copy

Rasik Infra

Rasik Infra Constructions
Rasik Tower
Infront of Paras Jyoti Marriage Home
Stareity, Tata Nagar, Ramghat Road
Aigarh-202001 (U.P.)