



708 तिथि 7/5/2018 1000/- मूल्या X 193826
एव पता रा.मालि 5 फा.स.न.प.न. 102
7/5/2018 ज.सि.का.न.
सिद्धनाथ गुप्ता
मुख्य विज्ञान, समाहरणालय, पटना
सा.नं०-56/90

NO. 2657
Date 8-5-2018

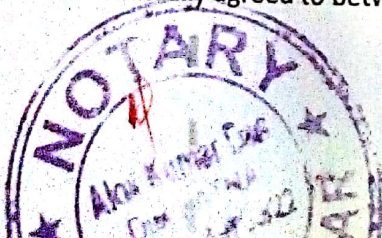
DEED OF PARTNERSHIP

1. This DEED OF PARTNERSHIP made in the Town of PATNA on the 7TH Day of May 2018.

This DEED OF PARTNERSHIP IS MADE BETWEEN

2. NAME & STYLE :-

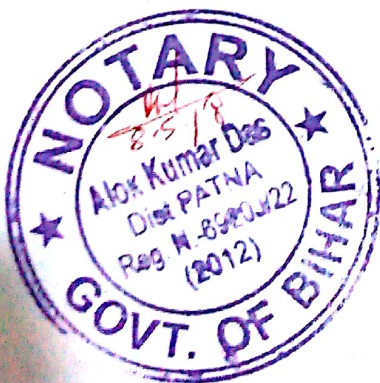
That the partnership business is and shall be carried on under the Name & Style of " SHITAL BUILDTECH DARBHANGA " SITUATED AT: 401, 4th FLOOR, FAZAL IMAM COMPLEX, NEAR: CENTRAL MALL, FRASER ROAD, PATNA - 800 001 and / or under any other name or style and / or any other place or places whether within or outside the state of Bihar as may be mutually agreed to between the partners from time to time.



Alok Kumar Das, Notary Patna, Bihar (India):
nereby authenticate this deed document
(c) excuted by Sri/Smt. Ichal Singh 17-2-2018
J/S a of Notaries Act 1992 (LII) of Under
Rules 8 of Notaries Rule 1990 the basis of
Identification/Verification & Checked by
Sri. Shri. Ichal Singh Advocate
This... 18 Day... May Month... 2018 Year

Alok Kumar Das, Notary, Patna

1st part. Azimuddin, Ali Abdullah chah,
Parsa Bazar, Patna of the first
part and Sanjay Kumar, Sr. Dora Nath
Sahu, Ali B.P. Road, Baidy Road
Patna of the second part.



3. BUSINESS :-

1. To carry on all or any of the business of consultancy, constructions, architect, builders, projections, surveyors, estimator, designers, contractors, decorators, estate developers, planner for developers, planner for development of teleconstructions, tower erection, tower installation, tower maintenance, drainage, electrician, water treatment, wood workers, and to acquire, develop, buy, sell real estate, multistoried, or other buildings and group having schemes, public health engineering work, railways, cinema house, hostels, market complex manage and control all type of construction and development works.
2. To carry on in India or elsewhere the business of purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations, and to deal with the same in any manner whatsoever, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

4. THE PARTNERSHIP SHALL BE A PARTNERSHIP AT WILL.

1. MR. KHALID AZIM, S/O, MOHD.AZIMUDDIN AT.: - ABDULLAH CHAK, PARSA BAZAR, PATNA- 804 453 – PARTY OF THE FIRST PART

2. MR. SANJEEV KUMAR S/O: - DINA NATH SAHAY AT.: - R.P.S.ROAD, BAILEY ROAD, DANAPUR, PATNA -801 503 -PARTY OF THE SECOND PART

Hereinafter collectively be called the partners or the parties and individually be called the partner or the party of the First part and Second part which expression shall unless excluded or repugnant to the context, mean and include heirs successors, executors, administrators, representatives and assignees of the respective part. It is thought expedient and desirable to execute a written instrument of partnership embodying the terms and conditions settled and agreed to into them under which the business of the partnership shall be carried on and

NOW THIS INDENTURE WITNESSETH AND DECLARE AS FOLLOWS:-

1. COMMENCEMENT :-

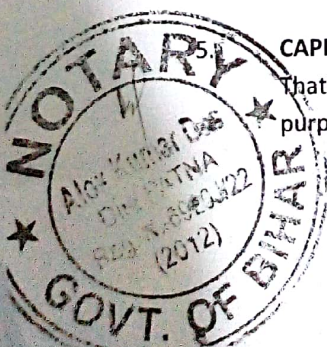
That the Partnership commenced from the 7TH day of MAY TWO THOUSAND EIGHTEEN i.e. 07.05,2018.

CAPITAL INTRODUCTION, PROFIT AND LOSS & INTREST THEREON:-

That the capital Contribution (As per Para 10 (a)) as well as further funds required for the purpose of the partnership business shall be contributed as per mutual understanding or

For Shital Buildtech Darbhanga
Safar
Partner

For Shital Buildtech Darbhanga
K
Qazi
Partner



under 40(b) of the Income Tax Act.1961 or any other applicable provision/provisions as may be in force in income Tax assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount on the standing to the credit of the account of the partners, such interest shall be calculated on credited to the account of the such partners at the time of closing of accounting period. The profit and loss shall be calculated on the above ratio. However ,in the case of loss or lower income or otherwise rate of interest can be NIL or lower than 12 % as may be agreed to by and amongst the partners from time to time.

6. That party of the first part and second part are agreed to work in the partnership firm and their designation shall be as follows, to use all the legal registration of M/S SHITAL BUILDTECH DARBHANGA. The partners will go through mutual discussion of day to day affairs of the concerns for the sake of the concern.

MR. KHALID AZIM - PARTNER
MR. SANJEEV KUMAR - PARTNER

7. That party of the all part are agreed to authorized to MR. KHALID AZIM AND MR.SANJEEV KUMAR to take all decision to develop the business in any field and they can sign all documents and as well as agreement with any company or firm like authorized person & all legal and financial responsibilities-is on the Two person in any legal complication anywhere in India.

8. Work in the partnership firm and their designation shall be as follows, to use all the legal registration of M/S SHITAL BUILDTECH DARBHANGA. The partners will go through mutual discussion of day to day affairs of the concerns.

9. It is hereby agreed that in considering of the parties of the first and second Devoting their time and attention to the business of the partnership firm and working in the partnership shall be entitled to draw remuneration as under:-

10. The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be the partner hereto may also to revise the mode of calculation of the above said remuneration as may be agreed to by and between the partners from time to time.

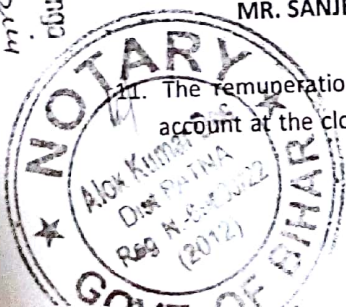
- a. That the profit and losses and capital Contribution of the business shall be shared as following Ratio /amount to/by all partners.

NAME	Profit Sharing.	Capital Contribution
- MR. KHALID AZIM - PARTNER	50%	3,00,000.00
MR. SANJEEV KUMAR - PARTNER	50%	3,00,000.00

11. The remuneration payable to the above said partners shall be entitled to their respective account at the close of the accounting period when final accounts of the partnership are made

For Shital Buildtech Darbhanga
Safer
Partner

For Shital Buildtech Darbhanga
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up and the amount of the remuneration shall fall due to them on determining the same in the manner referred to herein before.

12. The said partner shall be entitled to draw their remuneration only after the end of the relevant accounting period. However nothing herein contained shall preclude any of the said partners from withdrawing any amount from the partnership firm against the amount standing on the capital and/ or current of loan account or the partners may decide his share of the profit for relevant accounting year in such manner as by mutual consent.
13. That the next profit of the partnership business as per the accounts maintains by the partners after deduction of all expenses relating to manufacturing and /or trading activities or/and business of the partnership including all expenses and other established expenses as well as interest and remuneration payable to the partner in accordance with this deed of the partnership shall be divided and distributed between the partners on the closing of the accounting year in the above respective ratio . The loss, if any suffered in the any year shall be apportioned in the above proportion.
14. Bank Account in the Name of the firm shall be opened immediately on the commencement of the partnership in any of the bank and the said bank be and hereby authorized to honor all cheque, bills of exchange/promissory notes and other negotiable instrument drawn /accepted or may behalf of the aforesaid partnership firm signed jointly by **MR. KHALID AZIM AND MR.SANJEEV KUMAR** two of the above partners.
15. None of the partners shall act without the consent in writing of the other of the following:-
 - a. Compound, assign or release and debt due to the partnership except upon payment in full.
 - b. Assign, mortgage or charge his interest or share in the partnership.
 - c. Engage in any transaction with any persons, partnership or company whom the other parties to this deed shall previously have requested not to trust deal and transact business with.
 - d. No cash transaction shall be entertain by any of the partners in form of any receipt of any concern, customers etc.
16. If any partner shall elect up to retire from the partnership, he/she shall give notice thereof in writing to the other partner and within two months of such notification, the asset of the partnership shall be valued according to the books of the partnership and the share of the outgoing partner shall be ascertain in accordance with the terms of the deed and such share shall be paid off out of the available assets of the firm within three months from the determination of the same of the outgoing partner after making due provision for the current expenses and such liability as required.
17. Adjustment, three month thereof, by the firms such retirement of the partner shall not operate as dissolution of the firm, the continuing partner shall not operate as may induct another party, as partner on agreed term and condition provided the same does not prejudice the outgoing partner. The retiring partner shall exclude all deed assurance as may be necessary to close the continuing partner hereto in carrying our engagement of the firms relating to the outstanding of

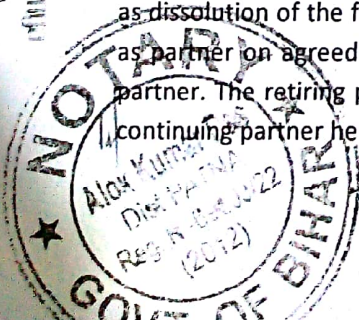
For Shital Buildtech Darbhanga

Sanjeev

Partner

For Shital Buildtech Darbhanga

Khalid Azim



the firms and giving full discharge of payment received. The retiring partner shall deemed to have relinquished all the claims, interest and right of the partnership except to receive the payments due to him under this deed.

- a. Such retiring partner shall not use the firm 's name or solicit any of the customers of the partnership neither carry on any business similar to such retirement nor shall display any notice in writing of advertisement , or business correspondence using such expression as " Late of M/S SHITAL BUILDTech DARBHANGA.
- b. At retirement of a partner the all assets of the partnership shall be valued by mutual consent failing which the matter shall be referred to the arbitrator's one to be nominated by the each of the partners whose decision shall be final and binding on the all of the partners.
- c. If any of other partners is guilty of misconduct, the other partners may notify in writing such guilty party, who unless makes amendenent therein, to the satisfaction of the other partners within a reasonable time of such notification, liabilities shall be determined accordingly.
- d. In case of need any change in the object and rules of the partnership firm can be amended by the mutual discussion of the all partners for sake of the firms.
- e. If any dispute shall arise between the partners in respect of the conduct of the partners or in respect of interpretation, operation or enforcement of any of the terms or condition of this deed or in respect of any other matter , cause or thing whatsoever herein otherwise provided for , the same shall be referred for adjudication by the arbitrators, one to be nominated by each Partner, **AT PATNA IN THE STATE OF BIHAR** , whose decision shall be final and binding on the Partners and their legal representatives.
- f. Partners shall contribute further amounts if required , for the business of the partnership in the proportions detailed either if the proceeding clause but if any partner makes further advance in excess of the share, such excess amount will be adjusted by his once share own risk.

This Partnership deed is correct and the entire partner's signatures are in the presence Of witness or Notary.

WITNESS

Sandhya Verma

PARTNERS

SIGNATURE

For Shital Buildtech Darbhanga

1. KHALID AZIM.

Khalid Azim
Partner

2. SANJEEV KUMAR

For Shital Buildtech Darbhanga

Sanjeev Kumar
Partner

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I identify the deponent who has
Signed/I.T.I in my presence

Azumi
Advocate

