भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

कर्मांक 8970 तिथि 3/11/17 मुल्य 1000 शीट सं० Judicial X 124546

क्रेता का नाम एवं पता [illegible]

अमरेन्द्र कुमार सिन्हा, मुद्रांक विक्रेता
ला० सं० 37/87 निबंधन कार्यालय, पटना

17 OCT 2017

No. 87 Date 3-11-17

GOVERNMENT OF BIHAR

MATHURA PRASAD
ADDL-PATNA
Reg. No-2040/J
Expiry Date-26-2-2022

NOTARY

GOVERNMENT OF BIHAR

## DEED OF PARTNERSHIP

THIS DEED of Partnership is made at **Patna** on this ~~20th~~ 03rd day of ~~October~~ Nov, 2017 by and among: **SABIR HUSAIN KHAN** , son of **MOHAMMAD IFTEKHAR HUSSAIN KHAN** resident of **PO- KARIM GANJ, ROAD NO- 2, PS CIVIL LINE, GAYA, BIHAR- 823001** (Hereinafter to be called the First Party); **MOHAMMAD ZEESHAN HASAN KHAN**, Son of **MOHAMMAD ISRAR HASAN KHAN** resident of **AT-PEACE VILLA, OPP CHAUDHARI TOLA, PETROL PUMP, MOHALA KHJUR, BANNA, SAMPATCHAK, MAHENDRU, PATNA - 800006, BIHAR** (Hereinafter to

Sabir Husain Khan Md. Aqeel Ahmad

Zeeshan Khan

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Partnership

E

S. H. Khan &

Sohail Khan

3.11.17

NOTARY
MATHURA PRASAD
AREA-PATNA
Reg. No.-2040/J
Expiry Date-28-3-2022
GOVERNMENT OF BIHAR

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be called the Second Party); **SAJID KHAN**, son of **ABDUL MAJID KHAN** resident of **1ST FLOOR, JAMUNA GALI, INDIA TODAY HOUSE, SABZIBAG, BANKIPORE, PATNA BIHAR- 800004** (Hereinafter to be called the Third Party); **MOHAMMAD ANJAR AHMAD KHAN** son of **MOHAMMAD WADOOD KHAN** resident of **SAMASPUR, GAYA, BIHAR 804403** (Hereinafter to be called the Fourth Party)

WHEREAS

The parties hereto have mutually agreed that they would carry on such business in partnership, in the firm name and Style of **"HOME LAND BUILDERS AND DEVELOPERS"** with effect from ~~20th October~~ 03rd Nov 2017 and this Deed of partnership reduces to writing and records the terms so mutually agreed upon by the parties hereto for carrying on the business in Partnership.

NOW THIS DEED WITHNESSETH AND IT IS HERETO AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Partnership hereby constituted has commenced from the ~~20th~~ 03rd Nov ~~October~~ 2017.

The duration of the Partnership will be "AT WILL".

The name and style of the Partnership shall be **"HOME LAND BUILDERS AND DEVELOPERS"**. The Parties hereto, however, may adopt such other name or names as they may decide mutual consent.

To undertake and to carry on the business of purchasing, selling, renting, and developing any type of flats, land, or plot whether residential, Commercial, Industrial, rural or urban that may belong to Company or to

Sajid Khan
Md. Anjar Ahmad Khan
Waseem
Nazeer

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any other person of whatever nature and to deal in land or immovable properties of any description or nature on commission basis and for that purpose to make agreements to sell the land of the Company or of anybody else. 2. To erect and construct houses, building, do civil construction work of all types, infrastructure work of all types and to purchase or take on lease, acquire in exchange or otherwise, own, hold, construct, effect, alter, develop, colonize, decorate, furnish, equip with all infrastructure, pull down, improve, repair, renovate, build, plan, layout, set, transfer, charge, assign, let out, sublet all type of plots, lands, buildings, bungalows, quarters, offices, flats, warehouses, colonies, go downs, shops, stalls, markets, malls, multiplexes, hotels, restaurants, banquet halls, houses, structures, constructions, tenements, roads, bridges, flyovers, underpasses, railway lines, dams, and infrastructure for waste land, cold storage, refineries of all kinds, all types of renewable energy resources, airports, seaports, telecom infrastructures, power houses, mines, lands, estates, immovable properties of all types and to act as an agent for purchasing, selling and letting on rent, land and houses, whether multistoried, commercial or residential buildings.

The partnership business shall be carried on **1ST FLOOR, JAMUNA GALI, INDIA TODAY HOUSE, SABZIBAG, BANKIPORE, PATNA BIHAR- 800004** and/ or at such other place or places as the partners may decide by mutual consent.

The initial capital of the Partnership business shall be Rs 50000/- (Fifty Thousand only), the same shall be brought in by the partners hereto in such proportion or proportions and in such manner as may be agreed upon among the partners mutually from time to time.

The net profit/ loss of the partnership business shall be divided and distributed amongst the partners in the following ratio:

MATHURA PRASAD
AREA-PATNA

Md Anjar Ahmad Khan
Sajid Khan
Zeeshan
Jaan

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| | | | |
|---|---|---|---|
| 1. | SABIR HUSAIN KHAN | 20000/- | 40 |
| 2. | MOHAMMAD ZEESHAN HASAN KHAN | 15000/- | 30 |
| 3. | SAJID KHAN | 7500/- | 15 |
| 4. | MOHAMMAD ANJAR AHMAD KHAN | 7500/- | 15 |

All the necessary and proper books of account together with all letters, papers and writings concerning or belonging to the Partnership firm shall be regularly maintained and any partner or its authorized agent shall, at all reasonable times, have free access to them and the right to inspect them and to take copies/extracts from them.

The bank account in the name of the firm shall be opened with any bank or banks as may be mutually agreed upon and the same shall be operated severally by any partners hereto severally.

The Accounting year of the Partnership firm shall be commencing from 1st April to 31st March, every year.

Each Partner shall:-

a) Forthwith pay to the said firm all monies, cheques, negotiable instruments, etc. received by him on account of the Firm.

b) Afford every assistance and co-operation in his power and use his skill and endeavor in the conduct and promotion of the Partnership business for the mutual advantage and benefit of the partners.

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Pay its separate debts punctually [illegible] the other partner as also the assets of the Partnership and [illegible] thereof.

2. None of the Partner shall without the consent of the partner:

a) Lend any of the money or deliver upon credit any assets of the Partnership to any person or persons;

b) Give any security or promise for the payment of moneys on account of the said firm otherwise than in the ordinary course of business;

c) Enter into any bond or give bail or become surety for any person or knowingly cause or suffer to be done anything whereby the Partnership property may be endangered;

d) Mortgage or charge its share in the profits of the Partnership

e) Assign his share in the Partnership to any one;

f) Draw, accept or endorse any bill of exchange or promissory note or hundi on account of the said Firm.

Any of the partners committing any breach of the foregoing stipulations shall indemnify the other partner(s) from all losses and expenses on account thereof.

In the event of the death, retirement, insolvency or liquidation of any parties hereto in the middle of any accounting year, it shall be in the absolute discretion of the surviving or the continuing partners to close the books of accounts as on the date of death, retirement, insolvency, liquidation or continue the books upto the end of the year and in such event, the profits or loss for the whole year shall be deemed to have accrued at an even rate of the death, retirement or insolvency shall be calculated on that basis.

[illegible] MATHURA PRASAD AREA-PATNA [illegible]

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14. At the end of every financial year i.e. on 31st March every year an account shall be taken of all assets and liabilities and or the profits and losses of the partnership for the preceding year and shall be signed by each partner. Such accounts when signed shall be conclusive and final between the parties as to all matters stated therein unless some manifest error shall be discovered within three months after signing thereof, in which event, the said error shall be rectified.

15. No Partner shall be entitled to be paid any goodwill on death or retirement or any change in the constitution of the firm taking place. It is distinctly and clearly agreed upon by the parties that on death, retirement or dissolution of the firm, the goodwill of the firm shall be treated as NIL.

16. Each partner shall be just and loyal to the firm in all transactions relating to the firm and shall at all time give to the firm a just and proper account of the same without any concealment or supersession of facts, and shall furnish on request a full and correct explanation thereof to the other partner.

7. No partner shall without the consent of all the other partners give in writing, borrow money, enter into any bond, confess judgment or become bond as Bail, Surety, Security or knowingly do or cause to be done act, deed, matter or thing whereby the assets, tock-in-trade and other effects of the said firm may be seized, attached and/or taken into execution.

3. Anyone of the parties hereto shall be entitled to carry on business of any nature whatsoever, but not in the firm's name and style of **"HOME LAND BUILDERS AND DEVELOPERS"** and each business carried on in such name shall be distinct, separate and independent of the business of this firm and the other partners will have nothing to do with his such separate business.

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The death, retirement, insolvency or liquidation of any partner shall not dissolve the partnership hereby constituted but the same shall continue with the remaining partners. Any partner can retire from the firm by giving to the other partners three calendar month's notice of his intention to retire and on the end of the notice the partner giving notice shall automatically stand retired. However, it is hereby expressly agreed that the time of three months for giving notice can be altered, reduce or waived by mutual consent of parties thereto.

Any notice required to be given to anyone of the partners shall be deemed to have been sufficiently given by leaving it addresses to them at the principal place of the firm's business or by sending it by registered post to its known address recorded with the Registrar of Firms.

If at any time hereafter, any dispute or difference shall arise between the parties hereto, or anyone claiming through or under it as regards the interpretation of any term or provision hereof, and/or the respective rights, liabilities, and/or regarding any matter concerning the accounts or any other matters or things arising out or relating to or touching upon the Partnership Firm and/or its business and/or its assets, it shall be referred to the sole arbitration of an arbitrator if the parties hereto agree upon, one or otherwise to the arbitration of 3 (Three) Arbitrators [Arbitral Tribunal] in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or the statutory amendments, modifications and/or re-enactments thereof for the time being in force shall apply to such arbitration. The Arbitral Tribunal shall have summary powers. The Arbitration proceeding will always be held in Mumbai.

Notwithstanding anything stated hereto or provided herein the partner shall have full power and discretion to modify, alter or vary the terms an

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