

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR

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क्रम संख्या 23324 तिथि 31.1.19 मूल्य 5000 सीट संख्या 1 पटना [illegible]

क्रेता का नाम एवं पता [illegible]

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कामेश्वर प्र० सिंह, मुद्रांक विक्रेता
ला० सं०-6/79, निबंधन कार्यालय, पटना

PARTNERSHIP DEED

This Deed of Partnership is executed at Patna on the **1st day of February, 2019;** by and;

BETWEEN

(I) **M/s SHREEVEN HOMES PRIVATE LIMITED,** (having CIN U45201BR2018PTC039245) a company incorporated under the Companies Act, 2013, having its registered address at Ramratan

For SHREEVEN HOMES PVT. LTD.

Director

R NISANA INFRASTRUCTURE PRIVATE ...

MANAGING DIRE...

Tower, 4th Floor, Ambedkar Lane, Sheikhpura, Pillar no. 81 & 82 South Baily Road, Patna- 800014, in the State of Bihar, through its Director **Shri Vikash Kumar** resident of 02, Sai Heritage Apartment, Purnendu Nagar, Phulwarisharif, Near Shiv Mandir, Patna, Bihar-801505, (the "First Party");

(II) **M/s NISANA INFRASTRUCTURE PRIVATE LIMITED,** (having CIN U70100BR2016PTC032651) a company incorporated under the Companies Act, 2013, having its registered address at, Opp. Durga Ashram, Sheikpura, Between Pillar No. 81 & 82, South Bailey Road, Patna- 800014, in the State of Bihar, through its Director **Shri Ashutosh Kumar** resident of 4C, 4th Floor, Kanta Heritage Apartment, Ganga Vihar Colony, Beur, Near Shiv Mandir Patna, Bihar- 800002, (the "Second Party");

WHEREAS the First Party and Second Party is engaged in the business of all types of construction & development works and to develop, construct, and improve roads, bridges, dams, etc and to do all other work as required from time to time;

WHEREAS the First and Second Parties have experience and credentials in the above mentioned business activities;

WHEREAS the First Party has a registered land, vide Deed no.- 9443, of area- 34.375 Decimal, with a value of Rs. 38,02,400/-;

WHEREAS the Second Party has two registered land, vide Deed nos.- 8180 and 7751, of area- 31.25 Decimal and 12.5 Decimal, with a value of Rs. 21,47,120/- and Rs. 13,88,550/- respectively;

WHEREAS the First and Second Parties wish to join together in a partnership firm for the purpose of developing, marketing and selling of the above mentioned plotted land jointly under the name and style of

FOR NISANA INFRASTRUCTURE PRIVATE LTD. MANAGING DIRECTOR

For SHREEVEN HOMES PVT. LTD. Director

"SHREEVEN NISANA PROPERTY MANAGEMENT" on the terms and conditions hereinafter contained;

WHEREAS it is considered expedient and desirable to execute a Written Instrument of Partnership recording the said Terms and Conditions settled and agreed among the partners.

It is hereby mutually settled, agreed and declared as under:-

1. That the parties hereto are partners and as such partners agreed to and are carrying on the aforesaid business in partnership of each other constituted hereunder.
2. That the principal place of the business of the Partnership will be at **C/O Sanjeev Kr. Sinha, Opp. Durga Ashram Sheikpura, Between Pillar No. 81 & 82, South Bailey Road, Patna, PIN- 800014 in the State of Bihar.**
3. The Partnership Firm shall be formed for the purpose of developing, marketing and selling of the plotted land, vide Deed nos. - 9443, 8180 and 7751 jointly. Further, this Partnership Agreement shall also be used for the purposes of legal registrations and other compliances, including RERA registrations, inorder to serve the above mentioned purpose.
4. That development of the said plot shall be the responsibility of the Partnership Firm, i.e., both the partners jointly will carry out the development work of the said plots, whereas marketing and selling of the developed plot of land shall be carried out by **M/s SHREEVEN HOMES PRIVATE LIMITED** individually.
5. That the nature and scope of the partnership business may at any time be extended or reduced or otherwise varied as may be settled or agreed between the partners.
6. That each party shall make capital contribution equal to the values of the above mentioned land owned by them respectively, alongwith a cash contribution of Rs. 1,00,000 (Rupees One Lacs) each.

FOR NISANA INFRASTRUCTURE PRIVATE LIMITED
MANAGING DIRECTOR

For SHREEVEN HOMES PVT. LTD.
Director

Hence, the total capital contribution shall amount to:

Name of the Partners	Capital Contribution
1. M/s SHREEVEN HOMES PRIVATE LIMITED	Rs. 39,02,400/-
2. M/s NISANA INFRASTRUCTURE PRIVATE LIMITED	Rs. 36,35,670/-

Further the capital invested and/or loan advanced by the partners hereto or any of them shall stand in the books of account of the partnership in her name and may carry interest at such rate as may be mutually settled or agreed upon and such interest will be considered as a business expenses.

7. That the partners hereto will share the net profit or loss in the business in the following proportions:-

Name of the Partners	Share
1. M/s SHREEVEN HOMES PRIVATE LIMITED	50.00%
2. M/s NISANA INFRASTRUCTURE PRIVATE LIMITED	50.00%

8. That the Bank Account or Accounts shall be opened in the name of the Partnership firm as mutually agreed upon among the partners in one or more bank or banks and such accounts will be operated by either of the partners. Any other person may also be authorised to operate the same.
9. That all the partners hereto will look-after and manage the affairs of the partnership business as may be settled among them for the mutual advantage of the parties and they will be entitled to draw monthly expenditure as may be settled and agreed among the partners which will be considered as business expense.
10. That usual and necessary books of account may be maintained for the business of the partnership and anybody will not be entitled to remove them therefrom without the consent of the other partners.
11. That the accounts will be settled and adjusted on the 31st day of March every year or on such other date as the partners may mutually decide and on such adjustment the share of profit or loss of each partner will

FOR NISANA INFRASTRUCTURE PRIVATE LIMITED
MANAGING DIRECTOR

For SHREEVEN HOMES PVT. LTD.
Director

either be credited or debited to his/her account or divided between the partners.

12. That this Agreement shall remain in full force and effect, till the completion of the purpose for which it is formed, i.e., till the completion of development, marketing and selling of the plotted land, vide Deed nos. - 9443, 8180 and 7751.
13. Notwithstanding anything contained in this Agreement, either Party shall have the right to terminate this Agreement by giving 30(Thirty) days written notice to the other Party and such Agreement shall be terminated/dissolved only by mutual consent of both the parties.
14. That if any partner obtains any contract in his own name individually during the continuance of this partnership, the same shall at the option of other partners, be deemed to have been obtained on behalf of the firm.
15. That all disputes and differences, if arises, in between/among the partners in anywise relating to this agreement including the constructions or interpretations of the terms and conditions hereof, whether during the continuance of the partnership or after its cessation will be settled by Arbitration, unless or otherwise settled between the parties, each of the contending parties will appoint one Arbitrator and incase of differences of opinion between them by the Arbitrator selected by them then the Arbitration will be conducted according to the provisions of the Indian Arbitration Act, 1940.
16. That no partner will be entitled to obstruct in the normal carrying on of the business of the partnership or in any way to do anything against the interest of the firm.
17. That Salary and interest on capital of the partners will be mutually decided considering the provisions of income tax Act, 1961.
18. That for matters not provided herein, the provision of the Indian Partnership Act, 1932, will apply.

FOR NISARG INFRASTRUCTURE PRIVATE LIMITED
MANAGING DIRECTOR

For SHREEVEN HOMES PVT. LTD.
Director

IN WITNESSES WHEREOF the partners abovenamed hereto have put their respective signatures on these presents on the day, month and year first above written.

WITNESSES :- **1.**	**FIRST PARTY** **FOR M/S SHREEVEN HOMES PVT. LTD** For SHREEVEN HOMES PVT. LTD. Director **SHRI VIKASH KUMAR** **(DIRECTOR)**
2.	**SECOND PARTY** **FOR M/S NISANA INFRASTRUCTURE PVT. LTD** FOR NISANA INFRASTRUCTURE PRIVATE LIMITED **SHRI ASHUTOSH KUMAR** **(DIRECTOR)**