Serial No. - 34826 Book No. - 4 / Deed No. - 5093

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हज़ार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

बिहार BIHAR D 528630

Summary of Endorsement

This document was presented for registration on this Saturday, the 11th of December 2010 by Kamran Ahmad.

A stamp duty of Rs. 5000/- and other fees of Rs. 579/- has been paid in it.

The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 5093 in Book No. 4 , Volume No. 65 on pages from 423 to 433 and has been preserved in total 11 pages in C.D. No. 11 / Year 2010.

SCANNED

Signature with date

(Ajay Krishna Mishra)

Registering Officer, Patna

Date : 11/12/2010 Token No. : 35379 / 2010

Challan No. 0691071 dated 11-12-2010

DEED OF PARTNERSHIP

This Deed Of Partnership made on this 11th day of December 2010, at Patna.

BETWEEN

Mr. Kamran Ahmad son of Late Fakhruddin Ahmad, resident of Rahman Plaza, Federal Colony, P.S. Phulwari Sharif, District Patna, by Nationality–Indian, hereinafter called the FIRST PARTNER.

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AND

Md. Wasimuddin son of Md. Nisaruddin, resident of Haroon Nagar, Sector-I, P.S. Phulwari Sharif, District Patna, by Nationality–Indian, hereinafter called the SECOND PARTNER.

WHEREAS, the said partners are desirous of forming an association for carrying on the business of consulting engineers, Architects, town planners, valuers, interior designers, land developers and builders, commission agent and other businesses etc, and finding each other competent and suitable, and had agreed to join hands by becoming partners in the business run under the name and style of "GHARANA DEVELOPER PARTNERSHIP FIRM" since 1-12-2010

WHEREAS, accordingly the parties hereto have agreed to carry on business in partnership with each other, and where as it is now considered expedient and desirable to record the terms and conditions mutually settled and agreed upon among the parties.

NOW THIS DEED OF PARTNERSHIP WITNESSES AS UNDER :-

1. That the parties here to have commenced business in partnership with each other on and from 01-12-2010

2. That the business of the partnership shall be carried on in the name and style of "GHARANA DEVELOPER PARTNERSHIP FIRM".

3. That the business of the partnership shall be to carry on the business of consulting engineers, Architects, town planners, valuers, interior designers, land developers and builders, commission agent and other businesses etc., the partnership may also get into such other business as may be mutually agreed upon by the partners from time to time.

Md. Wasimuddin
11/12/2010

Chairman Ahmad
11/12/2010

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4. That the Registered Office of the firm shall be at Haroon Nagar, Phulwari Sharif, Patna.

5. That the partnership business will ordinarily be carried out at Patna or any other places even out side Bihar as the partners shall, from time to time, agree upon with each others consent in writing.

6. That this partnership is between Mr. Kamran Ahmad, and Md. Wasimuddin are of equal share (i.e. 50%) to each share stake for each of them with equal responsibilities, equal funds, equal expenditure, equal Gain or loss, equal rights in all assets and duties whatsoever will be from time of execution of this deed to the future to come that for financial transaction all of them will open joint account in any of the Nationalized Bank, Schedule Bank, etc., under their joint signature which will be operated jointly.

7. That the partners shall keep or cause to be kept books of accounts at the place of business for the time being of partnership firm with respect to:-

1. All sum of money received and expended by the firm and the matters in respect of which the receipt and expenditure takes place, along with the suitable documentary evidence.
2. All jobs under taken by the firm.
3. All contracts entered into by the firm.
4. All vouchers, letters and correspondences belonging to or pertaining to the business.
5. Capital and drawing accounts of the partners.
6. Loan accounts of the partners.
7. Record of proceeding of meetings.

Md. Wasimuddin

Kamran Ahmad
11/12/2010

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8. That the initial capital of the partnership shall be contributed jointly by the partners, Initially the account may be opened by both partners in the joint signature and operation of both partners.

9. That the records of the partnership whether current or otherwise shall be opened to inspection by both the partners who shall also be entitled to take copy of the same.

10. That the bankers of the partnership will be the any bank as may be decided by the partners after taking a resolution.

11. That all partnership Money, Cash, Cheque and securities except those required for current expenses and as jointly agreed upon, shall be paid into and deposited with the said bank within five working days of the bank after their receipt.

12. That the money will be withdrawn from the bank with the joint signatures of all the partners through Cheque, before drawing the amount from the bank the amount will be entered in a register kept for that purpose.

13. That the account and valuation of the effects, credits and liabilities of the partnership shall be taken immediately at the end of each financial years after mutual examination of the balance sheet, as credited by the auditor, required copies shall be made and signed by all the partners in token of their acceptance as final and binding. Each partner shall retain one signed copy of the balance sheet.

14. That the profit and losses shall be equally divided & shared among all the partners not exceeding fifteen days of the settlement of the annual account of the business.

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15. That the partners shall be entitled to withdraw money from the bank for their personal use from time to time and the amount so required by any partner shall be decided by written consent of all the partners before withdrawal from the bank, such amount shall be subject to adjustment in profits of the individual partner on the closure of the annual general account of each financial year, if on taking general account in any year, it appears that any partners has drawn more than his share of profits for that year he shall return the excess at once within a specified period.

16. That the partners shall carry on the business of the firm to the greatest common advantage shall be true and just to each other and shall render true accounts and full information of all transaction and dealing concerning the business of the partnership. The partners shall meet together at least once in a month and will discuss the matter and affairs relating to the business of the firm.

17. That all matters for which no provision is made in this Deed shall be decided among the partners by holding a Special meeting and the proceedings be recorded and duly Signed by the partners in a book maintained for this purpose.

18. That all the partners shall be entitled to receive salary, Commission, bonus, remuneration etc. From the Partnership firm for their contribution towards guiding and or managing of the business and such remuneration shall be treated as business expenses.

19. That the partners may distribute the work of the Management among themselves in any way they like.

Md. Nawaz Ahmad
11/12/2010

Nawaz Ahmad
11/12/2010

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20. That the firm may engage any technical or non technical Hand including architects, engineers, valuers, auditors, and staff as and when necessary under such terms and conditions and for such period as may be agreed upon or determined by the partners from time to time.

21. That no partner shall do the following work without the Written consent of the other partner :-

a). Compound or compromise or relinquish any debt or Claim of the firm.

b). Lend any money of the firm.

c). Institute or withdraw a suit or proceeding filed on behalf of the firm.

d). Enter into other partnership on behalf of the firm.

e). Open an account in his own name in any bank on behalf of the firm.

f). Engage, appoint or discharge any employee or staff of the firm.

g). Made or enter into any other partnership business on behalf of the firm.

22. That any partner shall have the option to retire from the Partnership business by giving two months prior written Notice to the surviving partner after fulfilling and Discharging all the liabilities and responsibilities of the Partnership and its shares and financial debt or claims.

The partnership business will not be dissolved in the event of the death of any partner the surviving partner may carry on the business with the legal heir of the deceased partner with the written consent and agreement.

The estate of the deceased partner is not liable for any act of the firm done after their retirement or death.

Md. Warim Uddin
Retd. WCD

Usaman Ahmad
11/12/2010

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23. That on retirement or death of a partner, final account of the partnership business shall be taken immediately, at Such circumstances and their share will be assessed and will be paid to him or their legal heirs within three months of his death or retirement.

24. That all the above said partners jointly by prior Mutual and written concern among themselves may Jointly under take or start any other type of new business In addition to the existing one and may under take or over take the unfinished or incomplete work or project of other firm by mutual agreement and memorandum of Understanding keeping in mind that their own existing Project or work do not suffer in any way.

25. That any dispute or differences of opinion which may arise relating to the management and conduct of the day to day business of the partnership, unanimous decision of the partners shall be preferable.

26. That if any dispute and differences are not decided by the partners mutually then the matter will be referred to an Arbitrator or arbitrators and their decision will be binding upon all the partners.

27. That the partnership shall be a partnership at will.

28. That the partnership business may be dissolved with the Consent of all the partners.

29. That on dissolution of the partnership firm all its assets and liabilities will be ascertained and the account will be settled as soon as possible and convenient in the following manner:-

Md. Waseem Uddin

Waseem Ahmad 11/12/2010

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i). Losses including deficiencies of the capital shall be Paid first out of profit, next out of capital and Lastly by the partners individually in equal proportion.

ii). The assets shall be applied in the following manner and order: -

a). In paying of the debts of the firm to the third Party.

b). The residue if any shall be divided equally among all the partners.

30. That all other matters relating to the partnership not here in before contained in or provided for in this deed of Partnership and the relationship between the parties as Partners and their rights and obligations will be governed by the provisions of the Indian partnership Act 1932 as amended from time to time.

31. That in general all the affairs pertaining to the firm which have not been contained any where in this deed, will be priority discussed among the partners and agreed upon before taking up into action.

32. That this deed of business partnership is between only to executing partners further no other person other than these three will be included in the partnership of business and non of these Three partners will execute partnership deed or do any business with any other person until and unless this partnership business deed is broken and declared ineffective and ceased in written.

33. That in case of final agreed written closure of the business no partner shall have any claim or right to use the premises and name & style of the firm, which will be also deemed finally close and non-operational.

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34. That all disputes and cases pertaining to this partnership deed and firm shall fall within the jurisdiction of the Court located in Patna only.

IN WITNESS WHEREOF the parties here to have set and subscribed their respective hands and signature to this agreement of partnership on this the ..11th.. day of December 2010, here in written in the presence of the witnesses.

Kamran Ahmad
11/12/2010
1. (Mr. Kamran Ahmad)

Md. Wasimuddin
11/12/2010
2. (Md. Wasimuddin)

SIGNATURE OF THE PARTNER'S

WITNESSES

Md. Mobin Alam
S/o Abdul Rashead
Nayatola Ps. Phulwarisharif
Patna.
11-12-2010

Md. Farooqe Alam
S/o Nasir Uddin
Isapur Phulwarisharif
Patna
11-12-2010

As per instruction of the parties I have drafted the documents in 09 Pages.

Md. Arif Hussain
11/12/10
(Md. Arif Hussain)
Assistant Deed Writer
Sadar Registry Office
Patna. L. No. 02/02

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Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 46. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 5000 *Amt. paid by N.J. Stamp Paper -* Rs. 1000

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 4579

Registration Fee LLR + Process Fee Service Charge

FEE PAID

A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR 0	275
A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee 0	
A9	0	DD	0	I	0	K1c	0	Mb	0	Total- 0	
A10	0	E	250	J1	0	K2	0	Na	54		
B	0	H1a	0	J2	0	Li	0				
							TOTAL-		304		

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 579

Registering Officer
Patna

Date : 11/12/2010

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 11th December 2010 by Kamran Ahmad S/O-Late Fakhruddin Ahmad by profession Others. Status - Executant

Kamran Ahmad
11/12/2010

Signature / L.T.I. of Presentant *Date: 11/12/2010*

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Faruque Azam age .... Sex M son/daughter of S/O-Nasiruddin resident of Isopur,Phulwari Sharif,Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 11/12/2010

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 4 Volume No. 65 on page no. 423 - 433 for the year 2010 and stored in CD Volume No.CD-11 year 2010. The document no. is printed on the front Page of the document.

Registering Officer
Patna

Date : 11/12/2010

Token No.35379 Year - 2010 Sl.No. 34826 SCORE Ver. 2.1 Deed No. 5093 NIC-Bihar

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