Serial No. 5853 Circle:-:NA

Book No. :- 4 Deed No. 400



बिहार BIHAR

A 278702

Serial No. 5853

क्रम संख्या 330 तिथि 11/5/2016 मूल्य ..... पृष्ठ शीट संख्या .....

क्रेता का नाम एवं पता ..... Deed No. 400

Govt. of Bihar

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **12/05/2016** by **Nawnil Kumar Singh (M.D)**
A Stamp Duty of Rs. **10000**/- and other Fees of Rs. **1400**/- has been paid in it.
The document was found admissible. The Names, Photographs, 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. **400** in Book No. **4**, Volume No. **10** on pages from **226** to **241** and has been preserved in total **16** pages in C.D. No. **2** / Year **2016**

12.5.16

Date: 12/05/2016 Token No: 6050 /2016

Signature with date
(Prashant Kumar)
Registering Officer, Patna

MUNDESHWARI VISION (P) LTD.
Managing Director

SCANNED BY

PARTNERSHIP DEED

This partnership deed made on this **12th** day of **May, 2016,**

PLATINUM HERITAGE HOMES PVT. LTD.
12.5.2016
MANAGING DIRECTOR

District Registry Office,Patna

Token Number 6050 Reg. Year 2016 Serial Number 5853 Deed Number 400

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Nawnil Kumar Singh (M.D)	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Presented By	Nawnil Kumar Singh (M.D)						
Executant	Gautam Singh (M.D)						
Identified By	Braj Kishore Singh						

Sig. PLATINUM HERITAGE HOMES PVT. LTD. Nawnil MANAGING DIRECTOR 12/05/2016

Sig. PLATINUM HERITAGE HOMES PVT. LTD. Nawnil MANAGING DIRECTOR

Sig. MUNDESHWARI MULTICON (P) LTD. Managing Director 12/05/2016

Sig. Braj Kishore Singh 12/05/2016

SCORE Ver.4.0 Pow... InfoSystem and Solutions,Patna Biometric Captured By 2800ast017





PLATINUM HERITAGE HOMES PVT. LTD.

1. Nawnil MANAGING DIRECTOR

MUNDESHWARI MULTICON (P) LTD.

Managing Director 12/05/2016

BETWEEN

M/S PLATINUM HERITAGE HOMES PVT. LTD., formerly known as M/s PATLIPUTRA HERITAGE HOMES PVT. LTD., a company registered under The Companies Act, 1956, having Corporate Identity No. : **U00500BR1999PTC008796** Dated 12.04.1999 having its registered office at 24, Surya Apartment, Frazer Road, Patna-800001 through its Managing Director, **Sri Nawnil Kumar Singh**, son of Late Jai Mangal Singh, resident of 502/503, Shivam Apartment, Road No.-5D, North S. K. Puri, Patna-13, hereinafter being called party of the **First Part.**
PAN – AACCM 7385 D, Mob. No. – **97080-37901.**

AND

M/S MUNDESHWARI MULTICON PVT. LTD., a company registered under The Companies Act, 1956, having Corporate Identity No. : **U45201BR2007PTC013338** Dated 26.12.2007 and having its registered office at G-1, Bamhaur Palace , Main Road , Buddha Colony , Patna – 800001 through its Managing Director, **Sri Samrendra Singh**, son of Late Saryu Singh , resident of Flat No. 501 Mundeshwary's Taluka Apartment , Main Road , Buddha Colony, Patna – 800001 , hereinafter being called party of the **Second Part.**
PAN – AAFCM 3466 J, Mob. No. – **94310-11129.**

AND WHEREAS party of the first part has entered into development agreements with various individuals, who are owners of the land, for developing and constructing multi-storied building (details of which are annexed as **Annexure-1** to this deed) on the land in which the development agreements have been entered into by party of the first part.

AND WHEREAS parties of first part and second part have together for developing and constructing multi-storied building Malls on land (details of which are annexed as **Annexure** – 1 deed) for which Development Agreements has been entered into the party of First Part in Partnership under the name and style **"M/s PLATINUM & MUNDESHWARI"** .

AND WHEREAS party of the first & second part are the business of real estate and have agreed to finance the partnership business as well as to look after the said project.

AND WHEREAS party of the first and second part have joined together to undertake the development and construction activity on the piece of land(s), for which development agreement has been entered into by party of the first part (details of which are forming part of **Annexure-1** to this partnership deed), in partnership under the name and style of **"M/s Platinum & Mundeshwari"** at Mustafapur (As per **Annexure – 1**).

AND WHEREAS it was thought necessary and expedient to reduce into writing the terms and conditions under which the partnership business shall be carried on:-

1. That the partnership commenced with effect from **12th** day of **May, 2016**.

2. That the partnership shall be carried on under the name & style of **M/s Platinum & Mundeshwari** at Flat No. 101 & 102, Amitabh Kunj, Main road, Budha Colony, P.S. – Budha Colony, Patna - 800001.

3. That the business of the partnership shall be for undertaking development and construction of multi-storied building on the land(s) for which development agreements have been entered into by party of the first part, details of which are forming part of **Annexure-1** to this partnership deed.

4. That the partnership shall come to an end upon completion of the project known as **"Heritage Mall & Residency"** on the land(s) for which development agreements have been entered into by party of the first part, details of which are forming part of **Annexure-1** to this partnership deed.

5. That it has been mutually agreed in between the parties that all the *development agreements (details of which are forming part of* **Annexure-1** to this partnership deed) will be deemed /treated as undertaken by this partnership and development agreement, if any, in respect of adjacent / adjoining land, to be executed in future with the land lord either by party of the first and / or second part in their respective name shall also be deemed / treated as undertaken by this partnership.

6. That both the parties shall invest /contribute fixed capital of Rs.1,21,000/- each. Further, it has been mutually agreed that the capital in the business shall be provided by both the parties according to business needs in the ratio of **50 % each**. The capital so provided shall be credited to a separate account known as "floating capital/variable capital account".

7. That profits or losses of the business shall be divided or borne by the parties in equal proportion i.e. **50 % each**.

8. That it has been mutually decided that none of the partners are authorized to nominate and/or induct new partner/partners during the period in which the partnership shall be in vogue.

9. That it has been mutually agreed that in the event of any eventuality, the partners can be represented through the heirs, successors and assignees of the present director / managing director who is / are to be first inducted as director / managing director of the respective parties in place of the present director or managing director who are representing the respective parties at the time of execution of this deed. In case the legal heirs, successors and assignees of the present director/managing director of the parties are not inclined to step into the shoes of the present director/managing director then the parties can be represented by any independent person/third party with the mutual consent of the other party.

MUNDESHWARI MULTICOM (P) LTD.
Managing Director
12/05/2016

PLATINUM HERITAGE HOMES PVT. LTD.
MANAGING DIRECTOR

and in no case any independent person/third party is permitted to represent the parties without the mutual consent of the other party. However, in no circumstances, any third party can be inducted into the partnership for continuation/completion of the project for which this partnership deed is being executed, so long as the present directors/managing directors of the parties are alive and/or their legal heirs, successors and assignees are inclined to join in their place.

10. That usual books of accounts shall be maintained in the like business. Each parties shall at all materials time be entitled to have free access there to read, inspect and take copy of the same through their present representative and/or through heirs, successors and assignees of the present representative.

11. That the account of the partnership shall be closed on 31st day of March every year when Profit and Loss account and Balance Sheet shall be drawn and profit or loss so determined shall be divided between parties according to their respective profit & loss sharing ratio as set forth in Para 7 above.

12. That the bank accounts of the partnership shall be opened in any bank and shall be operated by joint signature of both the parties, one from each of the parties, who are authorizing their director/managing director named below for this purpose :-

Name of the Parties to this deed (partners)	Name of the director/managing director at present
Platinum Heritage Homes Pvt. Ltd. formerly known as M/s Patliputra Heritage Homes Pvt. Ltd.	1. Nawnil Kumar Singh (M.D.) 2. Gyan Prabha (Director)
M/s Mundeshwari Multicon Pvt. Ltd.	1. Samrendra Singh (M.D.) 2. Neebha Singh (Director)

MUNDESHWARI MULTICON (P) LTD.
Managing Director
12/05/2016

PLATINUM HERITAGE HOMES PVT. LTD.
DIRECTOR

It is further made clear that the bank account shall not be operated by individual signature of any of the parties and it is compulsory to operate the bank account with the joint signatures of any one of the director/ managing director representing the parties. The above said directors/managing directors of the respective parties shall include their heirs, successors and assignees.

13. That the parties hereto are authorized to jointly raise loan from bank, financial institution and private parties etc. on behalf of the partnership and shall jointly be responsible for payment or repayment of such loan or advances raised on behalf of the partnership business.

14. That party of the first and second part may make withdrawal out of capital standing to its credit with the mutual consent of other party.

15. That interest @ 12% per annum shall be paid or credited to the partners on their capital on annual rest basis. The interest shall be debited to profit and loss account before arriving at net profit to be divided or borne as set forth in para 7. The rate of interest may vary with the mutual consent of the partners from time to time. The interest so paid/credited shall be considered as business expenditure.

16. That both the parties will be looking after and managing the day-to-day affairs of the partnership and as such they will be entitled to salary/remuneration as mentioned below :-

Party of the first part	Rs.12,000/- per annum
Party of the second part	Rs.12,000/- per annum

The salary/remuneration so decided may be increased or other wise varied as per mutual agreement in between the parties from time to time and shall be considered as business expenditure.

MAHESHWARI MULTICON (P) LTD.
Managing Director 12/05/2016

PLATINUM HERITAGE HOMES PVT. LTD.
MANAGING DIRECTOR

17. That the interest and/or salary as stipulated in clauses 15 & 16 are regulated by provisions of section 40(b) of the Income Tax Act and the parties shall adhere to the provisions for the purposes of allowance of the aforesaid expenditure as business expenditure.

18. Any Taxation liability arising out of the transfer of rights of development to this partnership and any other taxation liability, be it Union or State, shall be borne by both the parties in their profit sharing ratio i.e. **50 % each**.

19. That no partners will during the continuance of the partnership do either of the following:

a. Apply the partnership fund in speculative transactions.
b. Acknowledge a debt so as to extend the period of limitation against the firm.
c. Compromise or refer to arbitrator, any suit or proceedings between the partnership firm and a third party.
d. Transfer, Assign and Mortgage its share in the partnership.

20. That partnership shall stand dissolved upon completion of the project, as aforesaid, and at the time of dissolution the account of the partnership shall be drawn. The assets after payment of all dues and liabilities shall be divided in between the two partners in ratio of 50:50 each. It has also mutually been decided that in case the liability / dues are exceeding the assets as on the date of dissolution, the same will be discharged in the ratio of **50 : 50 each**.

21. That in case of dispute or differences between the parties in the interpretation of any of the terms of this Deed or any matter relating to the affairs of partnership shall be referred to arbitrator or to arbitrators. One to be nominated by each of the partners and one to be nominated by the said two arbitrators and the decision of the majority shall be final and binding.

MUNDESHWARI MULTICON (P) LTD.
Managing Director
12/05/2016

PLATINUM HERITAGE HOMES PVT. LTD.
MANAGING DIRECTOR

on all the parties. Further it has been mutually agreed in between the partners that in case of arbitration, the provisions of Arbitration and Reconciliation Act, 1996, as amended from time to time shall apply.

22. That for the matters not provided for above, the provisions of the Indian Partnership Act, 1932 as amended from time to time shall apply.

IN WINTNESS WHEREOF THE PARTIES TO THESE PRESENTS HAVE HEREUNTO SET AND SUBSCRIBED THEIR HAND, on the date, month and year first above mentioned.

WITNESSES

1. Paraj Kishore Singh
S/o Sri Ram Kripal Singh
G-1, Sunny Tower,
Bindha Colony, Patna-1
12/05/2016

2.

SIGNATURE

First Part

PLATINUM HERITAGE HOMES PVT. LTD.
12.05.2016
MANAGING DIRECTOR

(Nawnil Kumar Singh),

Second Part

MUNDESHWARI MULTICON (P) LTD.
Managing Director 12/05/2016

(Samrendra Singh),

12/5/16

Annexure – 1

(Development agreements has been entered into by party of the **first part**)

1. **Sri Hemendra Kumar,** S/o Sri Harendra Kumar Singh permanent resident of Village – Kothawan, P.O. & P.S.– Khagaul, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Mustafapur, Paragana – Phulwari, Thana No. – 36, Thana Code – **157**, Tauzi No. – 5276, Khata No.- 279, Survey Plot No. – 674 (part), Area – **32.5 Decimals**, Zamabandi No.-777, well and sufficiently entitled to all that **free hold land** situated within the limit of **Danapur Nagar Parishad Nizamat** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna. The land owner entered into registered development agreement with **M/s Patliputra Heritage Homes (P) Ltd.** through its Managing Director **Sri Nawnil Kumar Singh,** S/o Late Jai Mangal Singh bearing deed no. - 29792, Book No. - 1, Volume No. - 577, Page no. 431 to 445, C.D. No. – 90/2012, dated 30.11.2012 at Sub - Registry office, Danapur and interest over the land which is bounded as follows :-

North	-	Survey Plot No.-674(Part) Smt. Kiran Bala
South	-	Survey Plot No.-674(Part) Shemendra Kumar
East	-	Branch Road
West	-	Late Gajendra Pd. Singh & Yatish Kumar

2. **Sri Shemendra Kumar,** S/o Sri Harendra Kumar Singh permanent resident of Village – Kothawan, P.O. & P.S.– Khagaul, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Mustafapur, Paragana – Phulwari, Thana No. – 36, Thana Code – **157**, Tauzi No. – 5276, Khata No.- 279, Survey Plot No. – 674 (part), Area – **32.5 Decimals**, Zamabandi No.-777,well and sufficiently entitled to all that **free hold land** situated within the limit of **Danapur Nagar Parishad Nizamat** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna. The

MUNDESHWARI MULTICOM (P) LTD.
Managing Director 12/05/2016

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MANAGING DIRECTOR

land owner entered into registered development agreement with **M/s Patliputra Heritage Homes (P) Ltd.** through its Managing Director **Sri Nawnil Kumar Singh,** S/o Late Jai Mangal Singh bearing deed no. - 29793, Book No. - 1, Volume No. - 577, Page no. 446 to 460, C.D. No. - 90/2012, dated 30.11.2012 at Sub - Registry office, Danapur and interest over the land which is bounded as follows :-

North	-	Survey Plot No.-674(Part) Smt. Anita Kumari
South	-	Survey Plot No.-674(Part) Hemendra Kumar
East	-	Branch Road
West	-	Late Gajendra Pd. Singh & Yatish Kumar

3. **(a) Smt. Anita Kumari,** D/o Late Akhilanand Sinha, **and**
(b) Sri Sunil Kumar Sinha, S/o Sri Rajendra Prasad Singh, both permanent resident of Village – Kothawan, P.O. & P.S.- Khagaul, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Mustafapur, Paragana – Phulwari, Thana No. – 36, Thana Code – **157**, Tauzi No. - 5276, Khata No.- 279, Survey Plot No. – 674 (part), Area – **69 Decimals**, Zamabandi No.-777, well and sufficiently entitled to all that **free hold land** situated within the limit of **Danapur Nagar Parishad Nizamat** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna. The land owner entered into registered development agreement with **M/s Patliputra Heritage Homes (P) Ltd.** through its Managing Director **Sri Nawnil Kumar Singh,** S/o Late Jai Mangal Singh bearing deed no. - 5997, Book No. - 1, Volume No. - 103, Page no. 538 to 550, C.D. No. - 16/2013, dated 14.05.2013 at Sub - Registry office, Danapur and interest over the land which is bounded as follows :-

North	-	S. Plot No.-674(Part) Hemendra Kr. & Shemendra Kr.
South	-	Radiant School
East	-	20' wide Road
West	-	Sri Vinod Kumar Singh & Others

4. **Sri Vinod Kumar Singh** and **Sri Ashok Kumar Singh**, both sons of S/o Late Gajendra Prasad Singh, **& Sri Yatish Kumar** S/o Sri Vinod

MUNDESHWARI MULTICOM (P) LTD.
Managing Director
12/05/2016

PLATINUM HERITAGE HOMES PVT. LTD.
MANAGING DIRECTOR

Kumar Singh, all permanent resident of Village – Kothawan, P.O. & P.S.– Khagaul, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Mustafapur, Paragana – Phulwari, Thana No. – 36, Thana Code – **157**, Tauzi No. – Govt. of Bihar, Khata No.- 260, Survey Plot No. – 671, 672 & 673, Area – **80 Decimals**, Zamabandi No.-777, well and sufficiently entitled to all that **free hold land** situated within the limit of **Danapur Nagar Parishad Nizamat** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna. The land owner entered into registered development agreement with **M/s Patliputra Heritage Homes (P) Ltd.** through its Managing Director **Sri Nawnil Kumar Singh,** S/o Late Jai Mangal Singh bearing deed no. - 5999, Book No. - 1, Volume No. - 103, Page no. 560 to 572, C.D. No. - 16/2013, dated 14.05.2013 at Sub - Registry office, Danapur and interest over the land which is bounded as follows :-

North - Survey Plot No.-676
South - Radiant School
East - Survey Plot No.-674
West - Saguna Khagaul Road

MUNDESHWARI MULTICON (P) LTD.
Managing Director

5. **Smt. Kiran Bala,** D/o Sri Suphal Kumar Singh, W/o Sri Anil Kumar Sinha, **and Sri Ankit** S/o Sri Anil Kumar Sinha, both permanent resident of Village – Kothawan, P.O. & P.S.– Khagaul, District – Patna, Bihar, the above INDIAN citizen, absolutely seized and peacefully possessed of land bearing Mauza – Mustafapur, Paragana – Phulwari, Thana No. – 36, Thana Code – **157**, Tauzi No. – 5276, Khata No.- 279, Survey Plot No. – 674, Area – **62 Decimals**, Zamabandi No.- 777, well and sufficiently entitled to all that **free hold land** situated within the limit of **Danapur Nagar Parishad Nizamat** and **Patna Regional Development Authority** and under the jurisdiction of **Sub-Registrar of Danapur** and Sadar Registry Office, Patna. The land owner entered into registered development agreement with **M/s Patliputra Heritage Homes (P) Ltd.** through its Managing Director **Sri Nawnil Kumar Singh,** S/o Late Jai Mangal Singh bearing deed no. - 6483, Book No. - 1, Volume No. - 111, Page no. 489 to 501, C.D. No.

PLATINUM HERITAGE HOMES PVT. LTD.
MANAGING DIRECTOR

- 18/2013, dated 27.05.2013 at Sub - Registry office, Danapur and interest over the land which is bounded as follows :-

North - Survey Plot No.-675
South - Hemendra Kumar & Shemendra Kumar
East - 20' wide Road
West - Sri Vinod Kumar Singh & Others

All the above owners have amalgamated their share of land (2 Acre 76 Decimals) and now the total property (Annexure -1) is bounded as follows:-

NORTH - Survey Plot No. 675
SOUTH - Radiant School
EAST - Saguna Khagaul Road
WEST - 20' wide Road

WITNESSES

1. Braj Kishore Singh
S/o Sri Ram Kripal Singh,
G-1, Sunny Tower,
Buddha Colony, Patna-1
12/05/2016

2.

SIGNATURE

First Part

PLATINUM HERITAGE HOMES PVT. LTD.
12/05/2016
MANAGING DIRECTOR
(Nawnil Kumar Singh),

Second Part

MUNDESHWARI MULTICON (P) LTD.
12/05/2016
Managing Director
(Samrendra Singh),

बैंक स्कोल से चालान मिलाया
एवं सत्यापित किया।
स्थायी लिपिक

Drafted By,

Advocate
Court Patna
12/5/16

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. 10000/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 6400/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	1000	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		

TOTAL- 1000

LLR + Proc Fee		Service Charge
LLR	0	400
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1400

Date: 12/05/2016

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 12th May 2016 by Nawnil Kumar Singh (M.D) S/O Late Jai Mangal Singh by profession Others. Status - Executant

PLATINUM HERITAGE HOMES PVT. LTD.

12/5/2016

MANAGING DIRECTOR

Signature/L.T.I. of Presentant **Date:12/05/2016**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Braj Kishore Singh' age '46' Sex 'M', 'Ram Kripal Singh', resident of 'Flat No G-1, Sunny Tower, Buddha Colony, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the Instrument.

Registering Officer
Patna

Date : 12/05/2016

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 10 on pages on 226 -241 , for the year 2016 and stored in CD volume No. CD-2 year 2016 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 12/05/2016

Token No. : 6050 **Year : 2016** **S.No. : 5853** **SCORE Ver.4.0** **Deed No . : 400**