Partnership deed

Book No.- 4 / Deed No. - 17

भारतीय गैर न्यायिक INDIA NON JUDICIAL

Rs.5000

FIVE THOUSAND RUPEES

रु.5000

पाँच हजार रुपये

INDIA

बिहार BIHAR

Summary of Endorsement

This document was presented for registration on this Tuesday, the 27th of March 2012 by Sanjay Kumar Somani.

A stamp duty of Rs. 5000/- and other fees of Rs. 854/- has been paid in it.

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

The document has been registered as deed no. 1762 in Book No. 4 , Volume No. 24 on pages from 373 to 396 and has been preserved in total 22 pages in C.D. No. 4 / Year 2012 .

Date : 27/03/2012

Token No : 12567 / 2012

Signature with
(Ashok Kumar Thak
Registering Officer, P

DEED OF PARTNERSHIP

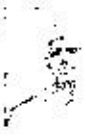
THIS DEED OF PARTNERSHIP is made on the

27th day of March, 2012, at Patna.

BETWEEN

Serial No : 12149
Token No : 12567
Type & Status of Party

Deed No : 1762 **of** 2012
Name of Party

		Photo	Thumb	Index	Middle	Ring	Litt
In Favour of	*Kumar Amitesh Anand*						
	27/3/12						
	Signature of Party						
Presented by Self	*Sanjay Kumar Suman*						
	27/3/12						
	Signature of Party						
Executed by	*Sanjay Kumar Suman*						
	27/3/12						
	Signature of Party						
Identifier	*Pintu Kumar*						
	pintu kumar						
	27/3/12						
	Signature of Party						

PRIVATE LIMITED Company incorporated under the provisions of the Companies Act, 1956 having its Corporate Office - At H.No.143, C/o Sanjay Kr. Suman, s/o Shri Mewa ~~Lal Prasad~~, Road No.11 Sri Krishna Nagar, Patna-800001, Bihar, India through its Authorized Director namely - Sri Sanjay Kumar Suman (herein-after referred to as the Partner of the First - Part) which expression shall unless repugnant to the context hereof means and includes its directors, managers, officers, assignees and nominees of the FIRST PART ;

A N D

M/s. AMARNATH INFRA DEVELOPERS PRIVATE

LIMITED Company incorporated under the provisions of the Companies Act, 1956, represented through its Director KUMAR AMITESH ANAND (hereinafter referred to as the Partner of the Second Part), s/o Shri Arjn Kumar Singh, Officer's Flat No. F-2, New Punaichak, P.S. Shastrinagar, Patna which expression shall unless repugnant to the context hereof means and includes his legal heirs, representative, assignees, nominees and transferees, of the SECOND PART.

WHEREAS, the partner of the First Part is a Private Limited Company engaged in development of land and construction of multi-storied buildings and was exploring the possibility of having a Strategic Partner to take up and complete a Project of CONSTRUCTION OF MULTI-STORIED BUILDING

Jwalnath Infra Developers Pvt. Ltd.

FIRSTLY ON a piece of land bearing plot no. 1748 (One thousand seven hundred forty-eight) Khata No. 162 (one hundred sixtytwo) Survey Plot No. 1, Annual rent Rs.6/- beside cess of Bihar Govt. Jamaband No. 18991 year 2011-12 under P.R.D.A. Land Area - 15 (~~Fifteen~~) Kathas, i.a. 46.875 Dec. situated at Mauza Digha, Mahal- Keshavpur Digha , Pargana & survey thana- Phulwari, Present thana Digha, Sub & Sadar registry office Patna , thana no.1, thana(code)-01, Tauzi No. 15272 (Fifteen thousand two hundred seventytwo) and boundary as is under :-

B o u n d a r y

North - Ramchandra Prasad Gupta s/o Late Laxman Lala & etc.

South - Branch, Road

East - Hirday Dutt Pandey and Harihar Rai

West - Dagar

within the limits of Patna Municipal Corporation, P.S. Kotwali, Town & Distt. Patna and thereafter on OTHER LAND on Mutual Agreement . In this regard the partner of the 1st part had discussioned with the partners of the Second Part.

AND WHEREAS, the partner of the Second Part, a Private Limited Company, represented through its authorized

Ambrosia Infra Developers Pvt. Ltd.

AMBRIA CONSTRUCTION AND CONSULTANT PVT. LTD.

Director KUMAR AMITESH ANAND, expressed its desire to associate with the partner of the First Part as an equal partner and communicated its intention to become a partner with the Partner of the First Part to complate the Project aforesaid and thereafter other Projects on mutual Agreement .

AND WHEREAS, after detailed discussions, the partners of the First and Second Parts have decided to enter into a Partnership by floating a Partnership Firm solely for the purpose of the development of the aforesaid property and thereafter other Projects on the terms and conditions mutually agreed hereto between the parties.

NOW THIS DEED OF PARTNERSHIP WITNESSETH THE FOLLOWING TERMS AND CONDITIONS :

1. That the Partnership shall carry on

the business in the name and style of M/s. KAPILA - AMARNATH CONSTRUCTION.

2- That the object of the partnership firm is to carry out the construction of a multi-storied building on the property mentioned above belonging to complete the same within the prescribed time under the Development Agreement to be entered into batween the partnership firm and the owner of the property.

3- That the partners shall contribute the capital of the firm in equal proportion within such period as they may mutually decide depending upon the needs of the firm.

4- That the capital contribution Of the partners shall carry an interest

Amarnath Infra Developers Pvt. Ltd.
Director

KAPILA CONSTRUCTION AND CONSULTANT (P) LTD.
MANAGING DIRECTOR

@ 12% per annum.

5- That the partners shall make available additional capital in equal proportion as and when required for completion of the project.

6- That the partners may arrange financial assistance to the business of the firm by way of loan to be brought by them. The landers shall be entitled to get simple interest @ 12% per annum on the amount of loan brought by them in the partnership. The firm can also take loans from Banks and other financial institutions on interest and other terms as agreed with the Bank Financial Institution.

7- That the partners shall share the profits and losses of the business in equal proportion. i.e. 50% each.

8- That the partners may open bank account/ accounts in the name of the partnership firm M/s.KAPILA-AMARNATH CONSTRUCTION, At-RAI COMPLEX 1st Floor, SHIVPURI, Near SHIVMANDIR PATNA-23 which will be operated by Joint signatures of the Partners . The partners may with mutual consent delegate this power to any of their managers, officers employed in the business of the firm.

9- That proper books of accounts shall be maintained in the usual course of business of the partnership firm and all the books of accounts shall be

maintained in the usual place of business of the partnership firm, At : RAI COMPLEX, 1st floor, Shivpuri Near Shiv Mandir, Railway Line, P.S.- Shastrinagar, Patna- 800023. The partner shall be entitled to inspect the books of accounts at all reasonable time during the office hours and the partners shall be at liberty to take copies of the same at their own cost.

10- That induction of any new partner may be done with the written consent of the existing partners and in the interest of business of the partnership firm. If any existing partner desires to leave the partnership during continuation of the work/partnership then he will not raise any objection to the

time and attention thereto either personally or through their representatives.

b) Punctually pay his separate debts and indemnify the other partners and the assets of the firm against the same and all expenses therefor, and

c) Upon every reasonable request, inform the other partner of all letters, accounts, writing and other things which shall come to his hands or knowledge concerning the business of the partnership.

13- That neither partner shall without the consent of the other;

a) Take any apprentice or hire or (except in cases of gross mis- conduct) dismiss any agent or

b) Lend any of the monsys or deliver upon credit any of the goods of the firm to any person or persons whom the other partner shall have previously in writing forbiden him to trust.

c) Except in the ordinary course of business give any security or promise for the payment of money on account of the firm;

d) Secure surety or guarantee for any person or do or knowingly suffer anythings whereby the partnership property may be endangered.

e) Assign or charges his share in the assets or profits of the firm;

f) Draw or accept or endorse any bill of exchange or promissory note on account of the firm;

Amarnath Infra Developers Pvt. Ltd.
Director

27/3/12

g) Remit the whole or any part of any debt or sum due to the firm;

h) Except in the ordinary course of trade, dispose by pledge sale or otherwise of any part of the partnership profits.

14- a) That if during the continuance of the partnership any one Of the partner companies is would-up or becomes insolvent its share in the goodwill. Capital and assets and undivided profits of the partnership shall bellongs to its successors.Further any change of more than 49 in the share-holding of any of the partners companies shall require the written consent of the Dther partner.

b) The legal reprdsentatives or the

receiver of the wound up company/ insolvent partner company shall be entitled to the fair value of the share of the insolvent partner as at the date of death or insolvency in the goodwill capital assets and undivided profits of the partnership, including the profits and losses earned or incurred but not actually received or paid, after taking into account and making allowance for current drawings by such partner and any moneys owing by it to the partnership and the current liabilities of the partnership.

c) The said fair value shall be certified by the Chartered Engineer and/or Valuers for the time being of

Amarnath Infra Developers Pvt. Ltd.
Director

the partnership and the certificate shall be binding upon and conclusive against the surviving or solvent partners and the representatives of the insolvent partner or the receiver of its assets.

d) All deeds of release indemnity and instruments necessary to give effect to the provisions of this clause shall be executed by the parties requisite and all costs of carrying out this clause into effect shall be charged as to one half against the insolvent partner and as to the remaining half against the surviving and solvent partners.

15- That the management shall be carried on jointly and both the parties shall be active partners. The parties may by

mutual consent allot to each of them such duties as they may think necessary.

16- WINDING UP :

At the time of dissolution of the partnership the business will be wound up in the following manner.

i- Out of the assets of the firm the debts of the firm shall be paid first and out of the balance capital contributed by each partner will be paid to him with interest.

ii- The balance after paying off the debts and capital with interest will be divided equally between the partners.

Amarnath Infra Developers Pvt. Ltd.
Director

17- ARBITRATION :

Any disputes or differences arising out of the partnership Deed and in relation to the business of the paftnership shall be referred to an Arbitral Tribunal whose decision shall be final and binding on both the parties. Both the parties shall appoint one Arbitrator each and both the Arbitrators so appointed shall appoint one Presiding Arbitrator/Umpire. The arbitration proceeding shall be conducted at Patna and both the parties shall bear the cost equally.

18- JURISDICTION :

Both the parties agree that only Patna Courts shall have jurisdiction to decide/ entertain any matter concerning any dispute between the parties to this Deed.

KAPILA CONSTRUCTION AND DEVELOPERS (P) LTD.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR SEAL, AND SIGNATURES AT THE PLACE AND DATE FIRST MENTIONED HEREINABOVE.

27.3.2012

Partner of the first Part

Amarnath Infra Developers Pvt. Ltd.

27.3.2012

Partner of the Second Part

Witnesses :-

1. पिन्टू कुमार
ओल्ड पक्का कचहरी दरभंगा
बिहार इंडिया

Hs Per Statement of both Parties.

Shree Kishore Prasad.
Advocate
27.3.2012

2. संजीव कुमार
27/3/12
पुरानी कोलाघाट
दरभंगा बिहार

Collechiate Bar Association
Patna