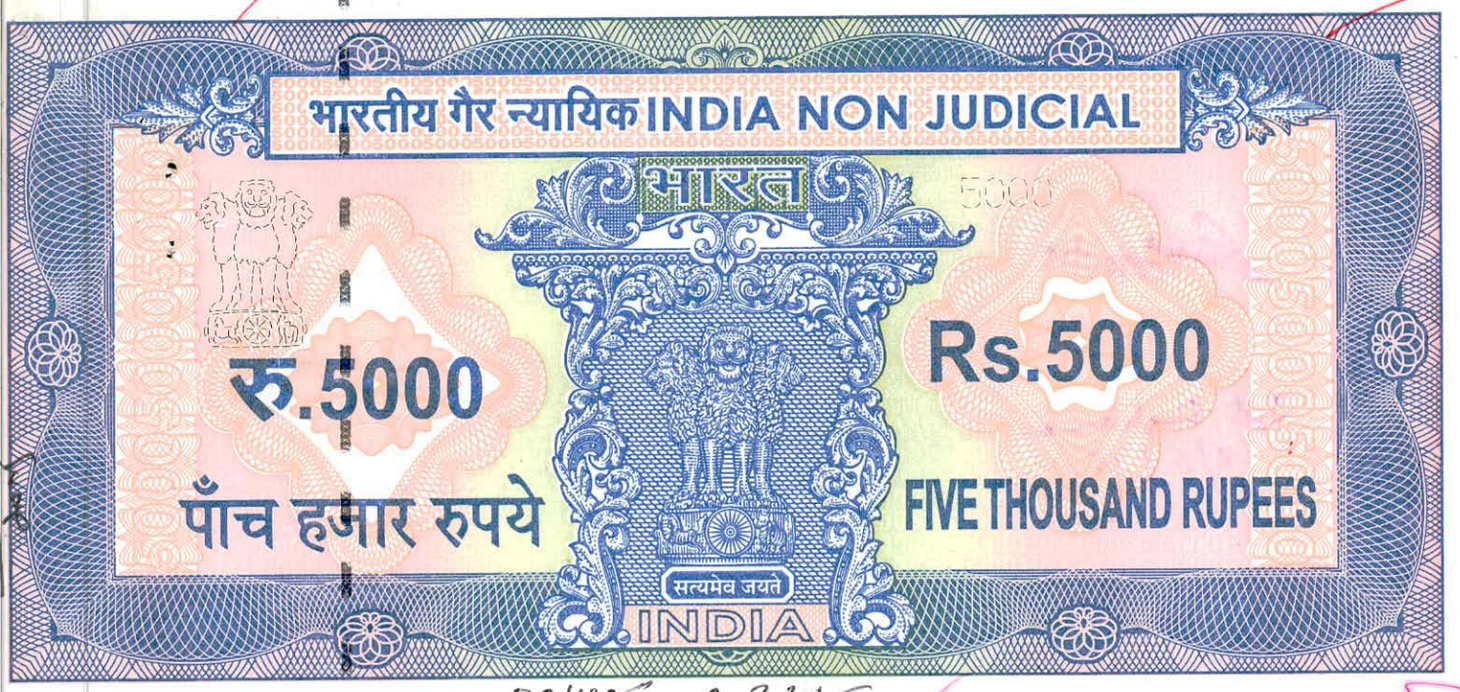
Serial No. 4589 Circle:-:NA Book No. :- 4 Deed No. 372



बिहार BIHAR क्रम संख्या 39425 तिथि 9.3.2015 मूल्य 5000 शीट संख्या A 512979

क्रेता का नाम एवं पता

Serial No. 4589 Deed No. 372

रमेश प्रसाद, मुद्रांक बिक्रेता
लाइसेंस नं. 77 सभाहरनालय,पटना

Govt. of Bihar
District Registry Office ,Patna
Summary of Endorsement

This document was presented for registration on 08/05/2015 by Krishna Kumar Rungta
A Stamp Duty of Rs. 10000/- and other Fees of Rs. 1350/- bas 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. 372 in Book No. 4, Volume No. 9 on pages from 265 to 275 and has been preserved in total 11 pages in C.D. No. 2 / Year 2015

बिहार सरकार
SCORE 3.0

Date: 08/05/2015 Token No: 4657 /2015

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

SCANNED

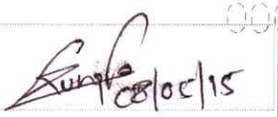
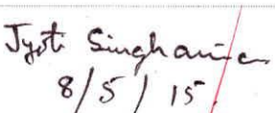
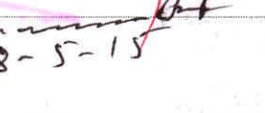
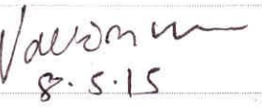
PARTNERSHIP DEED

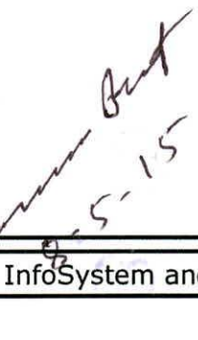
THIS DEED OF PARTNERSHIP *is made on this* 09th *day of March, 2015 between:-*

दस्तावेज जाँचा
प्रभारी लिपिक

District Registry Office,Patna

Token Number 4657	Reg. Year 2015	Serial Number 4589	Deed Number 372

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Chandan Rungta						
Sig.							
Claimant	Jyoti Singhania						
Sig.							
Executant	Krishna Kumar Rungta						
Sig.							
Presented By	Krishna Kumar Rungta						
Sig.							
Identified By	Navin Kumar						
Sig.							



1. **Mr. Krishna Kumar Rungta** , *S/o Mr. Govind Prasad Rungta , resident at, 303/304, Ambition Residency, Exhibition Road, Patna, –800 001 (which expression unless repugnant to the context means and includes his heirs and successors) hereinafter be referred as party of the FIRST PART,*

2. **Mrs. Jyoti Singhania**, *W/o Mr. Sujeet Kumar Singhania , resident at , 203, Santosha Complex, Bander Bagicha, Dakbunglow Road, Patna, -800 001 (which expression unless repugnant to the context means and includes his heirs and successors) hereinafter be referred as party of the SECOND PART,*

3. **Mr. Chandan Rungta,** *S/o Mr. Krishna Kumar Rungta , resident at, 303/304, Ambition Residency, Exhibition Road, Patna, –800 001 (which expression unless repugnant to the context means and includes his heirs and successors) hereinafter be referred as party of the THIRD PART.*

WHEREAS *party of FIRST, SECOND and THIRD part mutually decided to run a business of builders, promoters, developers of lands, building site, townships & building complexes and to under take and execute building complexes and in connection therewith to act as contractors for execution of land building projects of all kinds and otherwise as contractors to execution construction and completion of all sorts of projects and in connection therewith to act a engineers, architects, draughtsman, interior decorators and generally to deal in immovable properties of all descriptions and tenures by purchases and sale or otherwise as may be necessary or thought proper time to time. Firm may also do the Business of Letting out or Lease out of any type of Premises, Complexes etc. in the name & style of* **M/S SHIVAM HEIGHTS AND INFRA** *with its office at 407, Ashiana Plaza, Budh Marg, Patna 800001*



AND WHEREAS *all the parties desire the terms & conditions of the parties be reduces in writing in order to avoid any doubts, disputes or ambiguities in future.*

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS :

1. *That the partnership is with effect from 1st day of March 2015.*

2. *The name style of the partnership firm shall be* **M/S SHIVAM HEIGHTS AND INFRA** *with its office at 407, Ashiana Plaza, Budh Marg, Patna 800001. which may be changed from time to time with mutual consent of all parties to this deed.*

3. *That the duration of the partnership shall be at will and may be dissolved by any partner after giving not less than three months previous written notice of his intention in that behalf. However the Partnership firm will remain continue to act between the remaining Partners or between the New Partners if any introduced in place of retiring partner/ Partners, as a going concern.*

4. *That this partnership is formed with the primary objects of carrying on the business of Real Estate. The net profit of the partnership firm as per the accounts maintained by the firm after deduction of all expenses relating to development and other activities and/or business of the partnership including rent, salaries and all other establishments, selling, administration and financial expenses as well as remuneration payable to the partners in accordance with the clause of the deed of partnership shall be divided and distributed among the partners at the end of accounting year in the following proportion :*

PROFIT / LOSS

Mr. KRISHNA KUMAR RUNGTA :	*33.33%*
Mr. JYOTI SINGHANIA :	*33.33%*
Mr. CHANDAN RUNGTA:	*33.33%*

The loss, if including loss of capital suffered in any year shall also be apportioned in the above proportion.

5. *Necessary capital as well as further funds required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time. Interest at the rate of 12% per annum or as may be prescribed under section 40 (b) (iv) of the Income tax Act, 1961 or any other applicable provision as may be in force in Income tax assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the account of the partners. Such interest shall be calculated and credited to the account of each partner at the close of the accounting year.*

However in case of loss or lower income rate of interest can be Nil or lower than 12% as may be agreed to by and among the partners from time to time.

6. *Party of all the PART have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firms as working partner. All the partners entitled for remuneration.*

7. *The remuneration payable to the above said working partner shall be computed in manner laid down in explanation 3 of section 40 (b) of the Income Tax Act, 1961 or any other applicable provision as may be in force in the Income Tax Assessment of the partnership firm for the relevant accounting year. Such remuneration shall be calculated at the close of accounting year and shall be credited to the account of each working partners in their profit sharing ratio. The working partner shall be entitled to withdraw out of remuneration for their personal needs from time to time.*

8. *The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may also agree to revise the mode of the calculation of the above remuneration as may be agreed to by and between the partners from time to time.*

9. *That notwithstanding anything contained in the Indian Partnership Act, it is hereby mutually agreed to by and between the partners that in case of death of any or more partners the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of deceased partner as a continuing concern on the same terms & conditions as incorporated in this deed or on such terms & conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.*

10. *That the partners hereto are authorised to raise loan on fixed assets as well as on current assets of the firm from Bank, Financial Institution and Money Lenders wherever deemed expedient for the purpose of the business and said loan will be used only for the benefit of the firm and no such amount is to be used for personal benefit. Parties are authorised to mortgage the assets of the firm against these loans of the firm.*

11. *That none of the partners without consent of all the other partners shall :-*

    a. *Assigns, mortgage or charge his share in the assets of the firm.*

    b. *Lend money belonging to the firm or*

    c. *Except in the ordinary course of the business, dispose off by pledge, sale or otherwise, any partnership property or profits.*

13. *That the partnership business may be managed and supervised by any one or more of the parties hereto as may be mutually decided from time to time so however that in all major policy and*

Jyoti Singhania. 9-03-15.

9-3-15

financial matters they shall be bond to consult all the parties hereto.

14. *That a Bank account or Bank accounts in the name of the firm shall be operated by party as per their mutual consent.*

15. *That all necessary and proper accounts as are commonly maintained in this line of business shall be maintained by the parties and entries shall be made there in of all such transactions as are usually entered in the books of accounts. The account shall be opened to inspection of all the parties who shall also be entitled to take extracts and copies there from as they may deemed fit. Such accounts maintained in regular course shall be binding on all the parties unless any error is pointed out in writing by any of the parties within reasonable time, in which case the same shall be rectified.*

16. *That on 31st March each year or such other date or dates as may be mutually agreed upon, the profit & loss account shall be drawn up and the net profit and loss of the partnership so determined shall be duly adjusted in all parties in the proportion as set forth in Para 5 supra.*

17. *That all the parties shall :-*
    a. *Carry on the partnership business to the greatest common advantage.*
    b. *Be just and faithful to one another and render true account and full information of all the things effecting the partnership to one another.*
    c. *Pay his separate and private debts and indemnify the other party or parties and partnership assets against the same.*

18. *That all the acts, deeds and things done in good faith by any of the parties hereto whether done in his own name or in name of the partnership in connection with or in furtherance of the*

partnership shall be deemed to have been done by him on behalf of all the parties hereto and this partnership and the other parties shall be duly bond thereby.

19. *That the matter not specifically provided in this deed unless otherwise mutually decided shall be governed by the provisions of Indian Partnership Act.*

20. *That in the event of any disputes between parties or their legal representatives about the interpretation of this deed or their rights and liabilities there under or any matter what so ever touching upon the partnership affairs whether in course on or about termination of the partnership or thereafter shall be settled by arbitration and provisions of the Indian Arbitration Act shall in that behalf apply.*

IN WITNESS WHERE OF THE PARTIES *hereto have signed this deed of partnership and have respectively set their hands hereto in token of acceptance of terms & conditions stipulated above in the presence of the following witness at the date and place mentioned above.*

WITNESS :

Himadri Banerjee
Late Sudhir Kumar Banerjee
Jakkanpur, patna
9/03/15

9-3-15

FIRST PART

Jyoti Singhania.
9-03-15.

SECOND PART

2 - Nawaman
Kumhrar
Patna
9.3.15

09/03/15

THIRD PART

बैंक स्कौल से बालान मिलाया
एवं सत्यापित किया।
प्रभारी लिपिक

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. 6350/-

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	350
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1350

Registering Officer
Patna

Date: 08/05/2015

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 08th May 2015 by Krishna Kumar Rungta S/O Govind Prasad Rungta by profession Business. Status - Executant

8-5-15

Signature/L.T.I. of Presentant **Date:08/05/2015**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Navin Kumar' age '47' Sex 'M', 'Sukhnandan Pd. Singh', resident of 'H.N-137,kumhrar,agamkuan,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 08/05/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 9 on pages on 265 -275 , for the year 2015 and stored in CD volume No. CD-2 year 2015 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 08/05/2015

Token No. : 4657 **Year : 2015** **S.No. : 4589** **SCORE Ver.3.0** **Deed No . : 372**