Serial No. 6523 Circle:-NA

Book No. :- 4 Deed No. 58



763571

बिहार BIHAR

Deed No. 58

Govt. of Bihar
Sub Registry Office, Phulwarisharif

Summary of Endorsement

This document was presented for registration on 22/08/2017 by Tipu Sultan
A Stamp Duty of Rs. 5000/- and other Fees of Rs. 1250/- 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. 58 in Book No. 4, Volume No. 1 on pages from 539 to 544 and has been preserved in total 6 pages in C.D. No. 1 / Year 2017

Aditi Kumari

Signature with Date
(Aditi kumari)
Registering Officer, Phulwarisharif

Date: 22/08/2017 Token No. 6715 /2017

जाँचा

SCANNED

"PARTNERSHIP DEED OF M/S M. S. DEVELOPER"

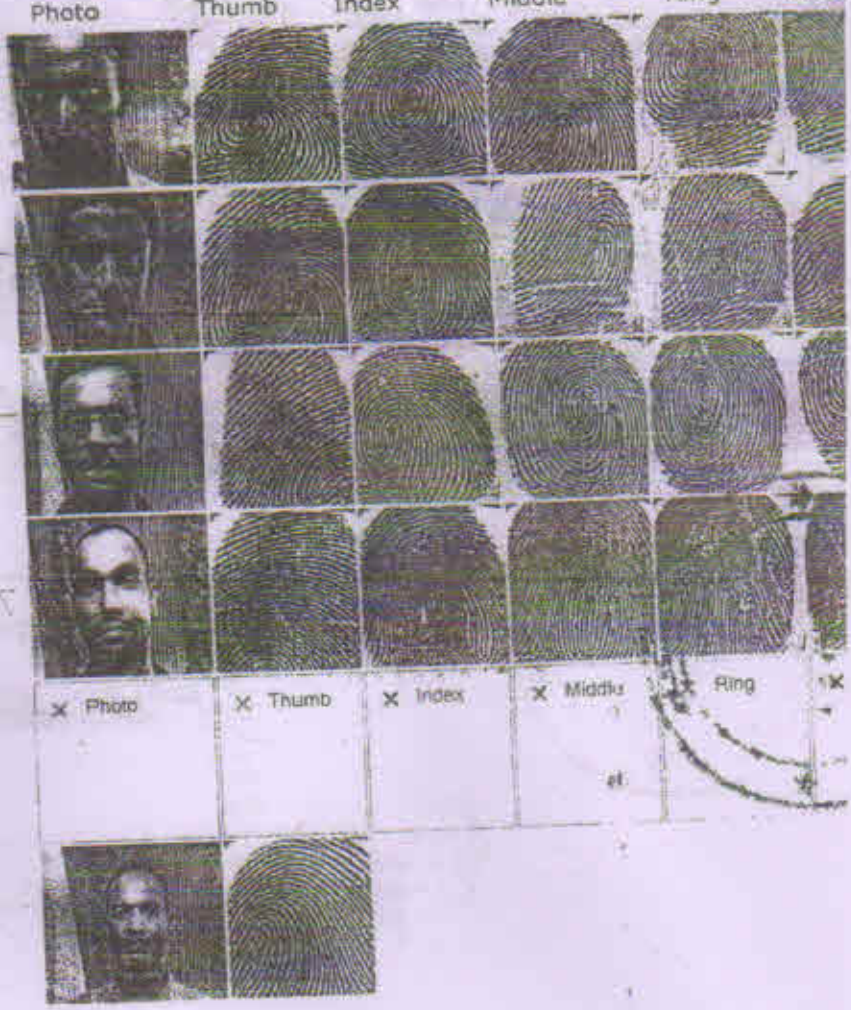
(ADMISSION OF NEW PARTNER)

THIS DEED OF PARTNERSHIP IS MADE ON THIS 22nd DAY OF AUGUST 2017 OF CHRISTIAN ERA.

Sub District Registry Office,Phulwarisharif

Token Number 6715 | Reg. Year 2017 | Serial Number 6523 | Deed Number 55

PresType	Name
Executant	Md Fakhruddin Ali Ahmad
Sig	fakhruddin 22/8/17
Executant	Md Nasiruddin
Sig.	Nasiruddin 22/8/2017
Executant	Md Tajuddin
Sig.	md. Tajuddin 22/8/17
Presented By	Tipu Sultan
Sig	Tipu Sultan 22/8/2017
Executant	Tipu Sultan
Sig	Tipu Sultan 22/8/2017
[illegible]	Mannan Ahmad
[illegible]	[illegible] 22/08/2017



BETWEEN

1. ***TIPU SULTAN SON OF MASLEHUDDIN***, by Profession Business resident of 132A/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, Bihar, as **First PARTNER** (Which includes his all heirs, successors, assignees, administrators, legal representative etc.) and which expression unless repugnant to the contest shall be deemed as party of the **FIRST PART.**

Mob No. 8317716022

AND

2. ***MOHAMMAD FAKHRUDDIN ALI AHMAD SON OF MASLEHUDDIN***, by Profession Business resident of ~~132A~~/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, Bihar as **SECOND PARTNER**, (Which includes his heirs, successors, assignees, administrators, legal representative etc.) and which expression unless repugnant to the contest shall be deemed as party of the **SECOND PART.**

Mob No. 7488422143

AND

3. ***MOHAMMAD NASIRUDDIN SON OF MASLEHUDDIN***, by Profession Business resident of ~~132A~~/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, Bihar,, as **THIRD PARTNER** (Which includes his heirs, successors, assignees, administrators, legal representative etc.) and which expression unless repugnant to the contest shall be deemed as party of the **THRID PART.**

Mob No.9525198646

AND

4. ***MOHAMMMAD TAJUDDIN SON OF MASLEHUDDIN***, by Profession Business resident of 132A/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, as **FOURTH PARTNER** (Which includes his heirs, successors, assignees, administrators, legal representative etc.) and which expression unless repugnant to the contest shall be deemed as party of the **FOURTH PART.**

Mob No.9431636408



WITNESSETH That all the partners hereto mutually agreed to become partners and as such partners to carry on a partnership business of land sale hire/purchase, real estate development, planning, alienate/delineate construct commercial/ residential house / dwelling /apartment/ cottage/ bungalow/ building / Duplex construction /promotion and other allied work interior decoration, designing, architectural project planning, and for this objects the partners of this deed will entered into development agreement with landowners or purchase lands in the Ruler/urban area and to construct multistoried building or township on it hereinafter mentioned on the terms and condition hereinafter appearing.

AND WHEREAS, to achieve object the partners namely 1.Mohammad Fakhruddin Ali Ahmad 2.Mohammad Nasiruddin & 3. Tipu Sultan had constituted a partnership firm in the name and style of "M.S. DEVELOPERS" having its office at 132A/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, Bihar, and got registered the said firm in the office of District Sub Registrar, Sadar, Patna on 05-06-2015 registered as Deed No. 460, in Book No. 4, Volume No. 11, pages 248 to 260, recorded in CD 2/2015, Token No. 5707/2015, Serial No. 5600/2015 and stared to operate their business in the name and style of "M.S. DEVELOPERS".

AND WHEREAS, in the said firm the ratio of profit and loss was defined as follows :-

NAME OF PARTNER	P/L RATIO
1.Mohammad Fakhruddin Ali Ahmad	34%
2.Mohammad Nasiruddin	33%
3. Tipu Sultan	33%

AND WHEREAS, in due course of business the partners of the firm are in need to make new partner in the said firm to run the day to day business affairs of the firm and fulfill the capital needs of the firm and hence the first second and third partner organized a meeting in their office on 20-08-2017 and passed a resolution to make Mohammad Tajuddin as new fourth partner in the said firm and accordingly the first party namely Mohammad Fakhruddin Ali Ahmad willing ready expressed their desire to transfer his 2% share in



favour of fourth partner and Mohammad Nasiruddin willing ready expressed their desire to transfer his 1% share in favour of fourth partner and Tipu Sultan willing ready expressed their desire to transfer his 1% share in favour of fourth partner namely Mohammad Tajuddin the fourth party and Mohammad Tajuddin willingly become ready to enter himself as fourth new partner of 4% in firm namely "M.S.DEVELOPER" and accordingly after due discussion with first second and third party the fourth party became agree to become partner of *"M/S M.S.DEVELOPERS"* of 4% of profit and loss, and now the fourth party to become Fourth partner of the firm of 4% profit and loss, and after knowing the desire of first second and third party the fourth party became interested in business affairs of existing partners and expressed his willingness to become new Fourth partner of 4% in the said firm of first second and third party from their share and considering upon the expression and willingness of fourth party the first second and third party agreed to make fourth party as new partner in the said firm namely "M.S.DEVELOPERS".

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS :-

1. That the first, second, third & Fourth partner to this deed hereby covenant to enter into a partnership business.
2. That the partnership business shall be carried out under the name and style of ***"M/S M.S. DEVELOPER"*** and having its office at 132A/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, Bihar.
3. That as stated above the Principal office of the partnership firm shall be located at ***"M/S M.S. DEVELOPERS"*** and having its office at 132A/2, Haroon Nagar Colony, Phulwari Sharif, Post Office and Police Station Phulwari Sharif, in the Town and District of Patna, Pin 801505, Bihar, and branch office can be opened in any part of India as may be mutually agreed by the partners herein.
4. That the said firm to carry business of real estate development, development and planning, alienate/delineate construct commercial/ residential house / dwelling /apartment/ cottage/ bungalow/ building / Duplex construction /promotion consultation, interior decoration, designing, and all other allied works, and for this the partners of this deed will entered into development agreement with landowners or purchase lands in the cities and to construct multistoried building or township on it.



Nasiruddin

6. That this partnership business is **"PARTNERSHIP AT WILL"**

7. That the capital of the partnership business contributed by the partners being Rs.5,00,000/- (Rupees Five Lakhs Only) as the capital ratio as mentioned below to organize the business establishments and boost the business work and partners may contribute additional capital as when required with mutual consent.

Name of Partners	**Capital amount contributed**
1. TIPU SULTAN	Rs.1,60,000/-
2. MOHAMMAD FAKHRUDDIN ALI AHMAD	Rs.1,60,000/-
3. MOHAMMAD NASIRUDIN	Rs.1,60,000/-
4. MOHAMMAD TAJUDDIN	Rs.20,000/-

8. That all the further sums that may be rendered for the partnership business may be provided by the partners will be equal proportionate share for time to time depending upon the needs of the business as mutually agreed between them no partner shall be entitled to any interest on such capital equally contributed by them but if however any of them contributes capital in excess of the said equal proportion such excess capital shall bear simple Bank interest, which shall be first charge on the profit of the said business.

9. That all partners do hereby agreed that they shall be entitled to all respective profit/loss of the Firm in the following proportion and they shall in like proportion bear the losses after deducting net capital investment of the partners in their investment proportion.

Name of Partners	***Profit and Loss ratio***
1. TIPU SULTAN	32%
2. MOHAMMAD FAKHRUDDIN ALI AHMAD	32%
3. MOHAMMAD NASIRUDIN	32%
4. MOHAMMAD TAJUDDIN	4%

10. That all the working partner will be allowed salary as computed vide explanation-3 to Section 40(b) of the I.T. Act, 1961.

11. That said partnership business/Firm shall keep books of accounts in course of partnership business and the same shall be closed at the ends of every financial year i.e., 31st March.

12. The books of accounts shall be kept and posted properly and regularly so as to manifest the true state and affairs of the partnership firm and business, such books not be removed from business firm office and each of the partners shall have free access to them at all reasonable times and be at liberty to take copies thereof or extracts there from.



13. That the Banking accounts of the partnership business shall be opened in any nationalized or Private or Foreign bank or banks by the partners and shall be operated by **any two authorized partners jointly** on behalf of the said firm or nomination for operation of Bank may be changed time to time according to the business need of the firm amongst all partners by way of written approval of all partners.

14. That the Authorised partner will sign present execute and register any kind of Agreement Development Agreement, Sale Deed, Mortgage, undertaking bond, release, letters, notices, pliant, paper, written statement etc., on behalf of the said firm.

15. That the all the partner will do their best efforts to organize the business set up of the Firm namely ***"M/S M.S. DEVELOPERS"*** and its proposed apartment project/s and will take all the required safety measures and will take all the responsible of office administration, to look after administration and construction work at the sites of the business firm, and to look after the technical matters of the business of the firm and as well as will look after the accounting and financial matters and or any other allied work, effort, contribution on behalf of the firm and all the partners will do their best effort for upliftment of business of the firm and will also contribute their contribution in all the business affairs of the firm if so required time to time.

15. That any partner may in anticipation of his share of profit shall not withdraw such sum or sums of money form partnership Firm's account in case of the partner ship business suffering lose, the partners shall refund such of his withdrawals as may be required for recouping the loss of the partnership.

16. That the business of partnership shall be carried on by the partners by mutual consent and in consultation with one another and account of transaction will done on each month ending.

17. That any partner may retire from partnership by giving to or leaving at partnership business premises at least two calendar months prior notice, in writing expiring on the last day of financial year and expiry of the such notice period the partner so retiring shall cease to be a partner of the said firm, The amount due to the resign partner shall be paid within one month from date of retirement.

18. That in case of death or insolvency of any partner shall not dissolve the good will, capital and assets and undivided profits of the partnership but shall carried with the heirs or legal representatives of the deceased partner or receiver of insolvent partner shall be entitled to the fair value of the share of the insolvent partner as at the date of insolvency in the goodwill, capital and assets and undivided profits of the partnership, including profits and losses earned or incurred but not actually received or paid.

19. That in the event of death of any partner the legal heirs of the deceased partner his nominee representatives shall be entitled to the share of the deceased partner in the partnership business and also be subject to and shall be governed by the terms and conditions herein contained.

20. That the partners shall be just and faithful to each other and furnish to the other if when required, full accounts in writing of all matters and transaction relating to the partnership.

21. That the partners only by their mutual consent may take in on admit any persons as new partner or partners in the partnership business and that too on such terms and conditions as they mutually agreed upon.

22. That the partners may be mutual consent alter, very or add the terms and conditions herein contained in such manner and for such purpose as may be agreed upon.

23. That all disputes and questions in connection with the partnership of this deed arising between the partners or between any one of them or his legal heirs/representatives and whether during or after the partnership shall be referred to the arbitration of four arbitrators, one to be appointed by each party and the one to be appointed by the referred four arbitrators who shall be the presiding arbitrator, and the arbitration of all five arbitrators and their findings and judgment will be binding upon all partners, according to "The Indian Arbitration Act".

24. That no partner shall in any way encumber, sell or transfer his share in partnership firm to any one without written consent of the other three partners.

25. That all provisions of The Indian Partnership Act 1932 shall be applicable to this partnership unless they are repugnant to context and express terms and conditions contained in this deed.

26. That this deed of partnership has been prepared in single copy and the original copy of this partnership deed will kept in possession of authorised legal representative of the firm and each partner will keep duly attested photo copy of this deed in their possession, and the original copy will provided by appointed authority by written consent of at least signed and verified by at least Three partners in case of any dispute in between the partners, or any legal/ arbitration on or financial matter.

27. That the terms and conditions of this partnership deed is binding on all the partners and their legal heirs, representatives, assignees, administrators, etc., hereto.

IN WITNESSES WHEREOF, all the partners hereto have jointly set and subscribed their respective hand upon this deed of partnership on the day month and year first above written presence of the witnesses who have also attested the same.

22/8/2017

(TIPU SULTAN)
SIGNATURE OF THE FIRST PARTNER

Fakhruddin 22/8/17

(MOHAMMAD FAKHRUDDIN ALI AHMAD)
SIGNATURE OF THE SECOND PARTNER

Nasiruddin 22/8/17

(MOHAMMAD NASIRUDDIN)
SIGNATURE OF THE THIRD PARTNER

Md Tajuddin 22/8/17

(MOHAMMAD TAJUDDIN)
SIGNATURE OF THE FOURTH PARTNER

WITNESSES:

MAMMAN AHMAD
S/O WAKIL AHMAD
45- SHANTIKUNJ
HAROON NAGAR
PHULWARI SHARIF
801505
PATNA

Dated 22/08/2017

This Deed of Partnership has been drafted by me in 8 pages as per instructions of all partners.

Md. Firoz Sabir 22/8/17
(Md. Firoz Sabir)
Advocate
Civil Court, Patna.

Witness Signature
S/o MD. SHAKIR ALI
Haroon Nagar

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the I
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.
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs.

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1250

LLR + Proc Fee		Servi
LLR	0	
Proc.Fee	0	
Total	0	

Registe
Ph

Date: 22/08/2017

Endorsement under section 52

Presented for registration at Registration Office, Phulwarisharif on Tuesday, 22nd August 2017 by Maslehuddin by profession Others. Status - Executant

22/8/2017
Signature/L.T.I. of Presentant

Date:22/08/2017

Regis
p

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Mannan Ahmad Sex 'M', 'Wakil Ahamad', resident of 'Vill-Haroon Nagar ,phulwarisarif ,patna'), whose Names, Phot Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Regi

Date : 22/08/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Phulwarisharif in Book 4 Volume No. 1 on pages on 539 -546, for th stored in CD volume No. CD-1 year 2017 ,The document no. is printed on the Front Page of the docun

Rec

Date : 22/08/2017

Token No. : 6715 Year : 2017 S.No. : 1523 *SCORE Ver.4.1

Deed N