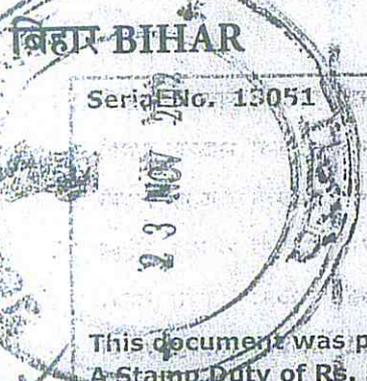




13/12/12

पं. सं. 12184



कम संख्या 12184 तिथि 17-12-12 1000/- शीट संख्या 1 K 434385

पं. सं. नाम, पता, ... Deed No. 2065

Govt. of Bihar
Sub Registry Office, Danapur
Summary of Endorsement

This document was presented for registration on 24/12/2012 by Sanjay Kumar. A Stamp Duty of Rs. 5000/- and other Fees of Rs. 595/- 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. 2065 in Book No. 4, Volume No. 25 on pages from 175 to 186 and has been preserved in total 12 pages in C.D. No. 5 / Year 2012

22 24/12

24/12/2012
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

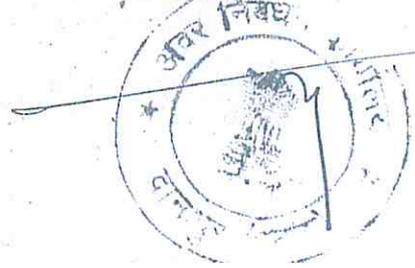
Date: 24/12/2012

Token No: 13168 / 2012

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed on 24th day of December 2012,

BETWEEN



Sanjay Kumar
24/12/2012
Swetambari Kumar

Sub District Registry Office, Danapur

Token Number 13168

Reg. Year 2012

Serial Number 13051

Deed Number 2065

PresType Name
Claimant Swetambari Kumari

Photo

Thumb

Index

Middle

Ring

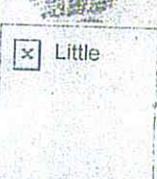
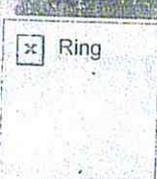
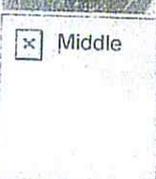
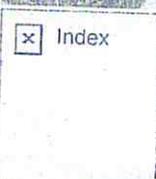
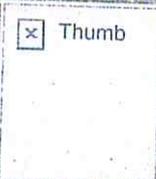
Little

Sig. *Swetambari Kumari*
24/12/2012



Executant Sanjay Kumar

Sig. *Sanjay Kumar*
24/12/2012



Identified Sudhir Kumar Malik
By

Sig. *Sudhir Kumar Malik*
24/12/2012



Presented Sanjay Kumar
By

Sig. *Sanjay Kumar*
24/12/2012



SCORE
Ver.3.0

Powered by InfoSystem and Solutions, Patna

Biometric Captured By 2802sop001



(2)

1. **SRI SANJAY KUMAR**, aged about 44 years, son of Sri Sheo Narayan Prasad, resident of Flat No. 202, Amrita Apartment, Ara Garden Road, Bailey Road, P.S. Rupaspur, P.O. B.V.College, District Patna - 800 014,

FIRST PARTY

2. **SMT. SWETAMBARI KUMARI**, aged about 36 years, D/O Sri Binod Kumar, resident of Opp. Patna Training College, Dariapur, Bari Path, P.S. Pirbahore, P.O. Bankipur, District Patna. 800 004,

SECOND PARTY

(which expression shall unless otherwise excluded by or repugnant or contrary to the context thereof be deemed to mean and include their heirs, executors administrators, legal representatives and assigns).

AND WHEREAS the above the parties aforesaid has decided to carry on business of contract works with Civil, Semi Government or Government contractor, Building construction either on purchased property or on the properties taken on Development Agreement, Land purchase and Sale by way of development of plots, General order supplier, Transporting, contract works, Sell and Supply of all and every type of building materials and every necessary fittings etc., Hotel, Restaurant and any other business or businesses in the Partnership with one another under the name and style of **M/S MAA VINDHYAVASANI DEVELOPERS**, at Flat No. 202, Amrita Apartment, Ara Garden Road, Bailey Road, P.S. Rupaspur, P.O. B.V.College, District Patna - 800 014, State of Bihar or any other place or places as the parties hereto mutually decide from time to time.

AND WHEREAS the aforesaid Parties of the First and Second have further desired that in order to avoid difficulties and misunderstanding in future



Swetambari Kumari

24/12/2012

Sanjay Kumar

24/12/2012

(3)

the terms and conditions on which they have agreed to work in partnership to be put down in writing.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREED AS FOLLOWS:-

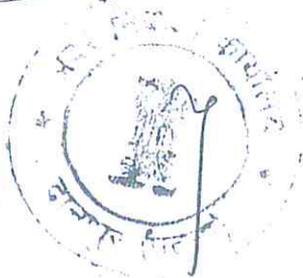
1. That the Partnership commence from 1st day of June 2012.
2. That the business in Partnership has been and shall be carried on under the name and style as **M/S MAA VINDHYAVASANI DEVELOPERS** at Flat No. 202, Amrita Apartment, Ara Garden Road, Bailey Road, P.S. Rupaspur, P.O. B.V. College, District Patna - 800 014, State of Bihar or any other place and places as the parties hereto mutually decide from time to time.
3. That the business in partnership has been and shall be of Construction of residential cum commercial building/s, contract works with Civil Semi Government or Government Contractor, General order supplier, Transporting, contract works, Land purchase and Sale by way of development of plots etc. and any other business or businesses in the Partnership with on another. That the scope of the business may be extended or restricted by mutual consent of the partners.
4. The business in Partnership has been and shall be of **"PARTNERSHIP AT WILL"**.
5. That the Partnership shall continue until the same shall be dissolved either by operation of any Law in force for the time being or by mutual consent of the Partners.

Swetambari Kumarzi

24/12/2012

Sandoo Kumar

24/12/2012



6. That upon the death during the continuance of the Partnership of any of the Partner, hereof the Partnership shall not be dissolved, so far as the surviving partners concerned and, that upon such death of any of the partners hereof the heirs and / or legal representatives of the said deceased partner shall step into the shoes of the deceased and shall be entitled to become a partner of this firm upon the same terms and conditions as would have been applicable to the said deceased partner if he had died. Provided that if the heirs and or legal representatives of any deceased partner decline, or refuse and / or fail, within sixty days from the date of such death to become a partner of this firm as aforesaid the surviving partners shall be entitled to carry on and continue the firm as manager and / or under any constitution and / or reconstitution thereof as the surviving partners shall think best, but in such case the surviving partners shall pay to the heirs and / or legal representatives of the deceased partner the amount, if any, standing in the books of the firm to the credit of the deceased partner of the firm on the date of his death, after however the adjustment of his amount in the firm with the share in the assets and liabilities of the firm upto the date of his death and in such event the surviving partners shall be further entitled to take a new partner or new partners whom so ever they, the surviving partner /s may like.

Sudhambari Kulkarni
24/12/2012

Sanjay Kulkarni
24/12/2012

7. That during the continuance of the Partnership no Partner shall retire or withdraw from this partnership except by giving three calendar month's previous notice in writing to the partner or thereafter of his intention to that effect and in that case the retiring partner shall be entitled to get amount of capital appearing in the books of Account of the firm, to his credit on the date of his such retirement and his share in the profits, if any, in the firm computed upon the date of his



such retirement after however proper adjustment of his account in the firm with his share in the assets, properties, debts and liabilities including liabilities for the pending management of the firm and the retiring partner shall pay forthwith if on such adjustment of account any amounts is found due from his to the firm. That on the retirement or withdrawal of the partner from this partnership the firm shall not be dissolved and the continuing partner shall be entitled to carry on and continue the business of the firm in co - partnership between themselves and / or taking a new partner or new partners in place of the retiring or withdrawing partner as the continuing partner shall think best.

8. That all expenses whatsoever which will be incurred by this firm in carrying on it's business shall be paid and / or borne out of the gross earning and / or assets of this firm and if the same be not sufficient to cover the expenses incurred and / or losses suffered the deficit shall be paid and / or born by the partners hereof in the proportion in which they are entitled to participate in the net profits of the firm.
9. That the capital of the firm shall not be fixed. The capital that may be required for this business shall be contributed by the partners in such quantity as may be agreed upon between the partners from time to time.
10. That the capital contributed by the partners of the aforesaid shall bear interest @ 12% per annum and the said amount of interest will be considered as business expenditure of the partnership firm. The above rate may be increased / decreased as per mutual agreement.

Sweetambazi kumar
24/12/2012

Sawanshi kumar
24/12/2012



11. That the interest of in clause (10) above mentioned may be waived reduced, increased or otherwise varied, as may be, mutual settled between the partners from time to time.

12. That the Profits and Losses of the Partnership business shall be shared and borne by the Partners in the following proportion:-

Sl. No.	Partners	Profits	Losses
1.	Sri Sanjay Kumar	60%	60%
2.	Smt. Swetambari Kumari	40%	40%
		100%	100%

13. The accounts of the partnership firm shall be taken annually at the end of every 31st. March.

14. Remuneration to Partners

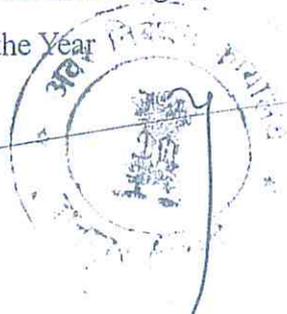
(i) It is agreed by and between the parties hereto that the First Party shall be entitled to execute all the document of Agreements, Sale deed, Plans, vouchers and all other papers etc. and he shall be treated **WORKING PARTNER** shall devote his time and attention in the conduct of the affairs of the firm, as the circumstances and business needs may require.

(ii) The total remuneration payable to the working partners shall be worked out as under.

In the case of loss or book profit upto Rs. 75,000/- for the Year	Upto Rs. 50,000/- or at the rate of 90% of the book profit whichever is higher.
On the amount of book profit exceeding to Rs. 75,000/- but not exceeding Rs. 1,50,000/- for the Year	60% of the excess over Rs. 75,000/-
On the book profit exceeding Rs. 1,50,000/- for the Year	40% of excess over Rs. 1,50,000/-

Swetambari Kumari
24/12/2012

Sanjay Kumar
24/12/2012



Explanation : For the purposes of this clause the expression "Book Profit" shall mean the "Book Profits" as defined in section 40 (b) of I.T. Act 1961 or any statutory modification or re-enactment thereof for the time being in force.

15. That each partner shall be entitled to withdraw out of the business in partnership such sum for personal expenses as would be mutually agreed upon and that would be debited to his personal account and shall be accounted for at the time of division of profit or loss.

16. That a personal account in the name of each of the partners hereof shall be maintained in the ledger of the partnership business and all personal transactions by each individual partner with the firm shall be recorded therein.

17. That proper books of accounts shall be maintained wherein shall be recorded particulars of moneys, goods and effect belonging to and / or owned by the partnership and / or paid, received, sold or purchased in the course of the business of the firm and all such other transactions, matters and things relating to and / or concerning the said business as are usually entered in the books of accounts kept by traders engaged in a business of similar nature. The said book of accounts together with all other papers and documents (except such as are to be kept with the bankers) shall be kept in the office of the firm and shall be open to inspection by the partners hereof, none of the partners hereof shall have any right to exclusive possession or custody of the said books of accounts and documents but each of them shall be entitled to check them and take out copies of such Portions thereafter as he may deem fit and proper.

Sweetambasi Kumari

24/12/2012

Sandhya Kumari
24/12/2012



18. That the firm shall observe 31st. March of every year as it's year of account and on the last day of each and every 31st. March during the continuance of this partnership unless otherwise agreed upon under exceptional circumstances the accounts of the firm shall be closed.

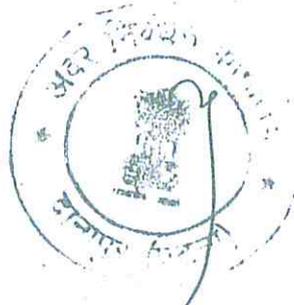
19. That notwithstanding any think to the contrary that may be contained herein , the ~~TRADE NAME AND GOOD WILL~~ of this Partnership business shall absolutely and for all intents and purposes belongs to the continuing partners and that on retirement , withdrawal , and / or death of any party hereof he or his heirs and / or legal representatives shall not have any right , title or claim whatsoever in the said ~~TRADE NAME AND GOOD WILL~~.

20. That the management and control of the partnership business shall belong to , vest in and exercised by both of the partners and the First Party shall be entitled to sign in the name of Firm all tenders offers , contracts, agreements, deeds of agreement as well as deed of absolute sale , bills , bills of landing , memos , vouchers , letters , orders , receipts , securities , negotiable and / or mercantile instruments and / or all such other documents and / or papers which may or shall be required to be signed by or on behalf of the firm in the ordinary course of it's activities.

21. That each partner shall be just and faithful to the other partner and shall at all time give to them all informations and doubtfully explanations without any concealment or suppression of all matters within his knowledge relating to the affairs of the partnership and honestly and diligently for the firm thereby affording every assistance in his power in carrying on the business of the firm for almost mutual benefit.

Gwatemala Kurnasi
24/12/2012

Sami Dary Kurnasi
24/12/2012

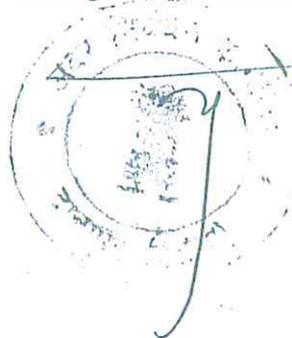


22. That the firm as constituted hereunder shall be entitled to open any ~~account or accounts~~ with one or more Bank or Banks and all such Bank Account or Accounts shall be operated by both the partners either jointly or individually.
23. That the Partners shall be entitled to borrow in the name of the Firm necessary Finance from any Financial Institutions and other including Banks ~~in such terms and on such conditions as they may agree upon~~ from time to time.
24. That all matters or differences and / or disputes and all questions whatsoever which may or shall either during the continuance of this partnership or at it's determination on arise between the partners hereof and if their heirs and / or representatives of a deceased partner in regard ~~to any matters or things relating to partnership affairs or~~ the constitution or application of any clause herein contained or to any account , valuations or divisions to be made hereunder or to any act , deed or commission or any partners , hereof or to the rights or liabilities of any person under the presents shall be referred arbitration according and subject to the provisions of the **INDIAN ARBITRATION ACT** (Act IX of 1940) or any other statutory modifications thereof for the time being in force.
25. That in all or any other matters not herein before otherwise expressly provided for the **INDIAN PARTNERSHIP ACT** (Act IX of 1932) or any other statutory modifications thereof in for the time being shall be applied.
26. That any of the above terms may be varied , altered , modified and /or added by mutual consent of the partners hereto be either expressed in writing or implied from conduct.

Swetambari Kumari

24/12/2012

San Das Kumar
24/12/2012



IN WITNESSES WHEREOF the aforesaid Partners to these presents have here unto set and subscribed their respective hands and seal the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
AT DANAPUR,

In Presence of Witnesses:-

WITNESSES	SIGNATURE OF PARTNERS
1. Sudhir Kumar Mallick S/o Sri Anand Kumar Mallick Mithila colony, Nasirganj, Patna. 24/12/2012	Sanjay Kumar 24/12/2012
2. Subodh Kumar Goswami, Lal Panchsheel Nagar Danapur Patna 24/12/12	Swetambasi Kumari 24/12/2012



DRAFTED BY:-

Uday Kumar Gupta
24/12/2012
Deed Writs Department
GEMO, Patna

[Handwritten signature]

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. 0/-	Amt.paid through Bank Challan	Rs. 4595/-

	Registration Fee								LLR + Proc Fee	Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	300
	A8	0	D	0	H2	0	K1b	0	Liii	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	
	A10	0	E	250	J1	0	K2	0	Na	45	0
	B	0	H1a	0	J2	0	Li	0			
	TOTAL-										295
	Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										595

Registering Officer
Danapur

Date: 24/12/2012

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Monday, 24th December 2012 by Sanjay Kumar S/O Sri Sheo Narayan Prasad by profession Others. Status - Executant.

Sanjay Kumar
24/12/2012
Signature/L.T.I. of Presentant

Date: 24/12/2012

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sudhir Kumar Malik' age '36' Sex 'M', 'S/O Anidh Malik', resident of 'Mithila Colony, danapur, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 24/12/2012

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 4 Volume No. 25 on pages on 175 -186 , for the year 2012 and stored in CD volume No. CD-5 year 2012 .The document no. is printed on the Front Page of the document.

Date : 24/12/2012

Token No. : 13168 Year : 2012 S.No. : 13051 SCORE Ver.3.0 Deed No. : 2065



Registering Officer
Danapur

SCANNED
Sanjay Kumar