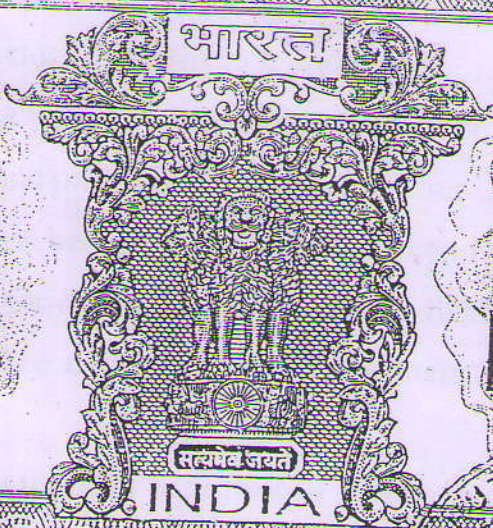


भारतीय नैर न्यायिक

पचास  
रुपये  
रु. 50



FIFTY  
RUPEES  
Rs. 50

INDIA NON JUDICIAL

झारखण्ड JHARKHAND



807889

Notariable Rules 1953 by Govt. of Jharkhand, Ranchi (India)

NOV 2009

THIS DEED OF PARTNERSHIP is executed on this 12th day of November 2009.

BETWEEN

SHAKIL QAMAR s/o. Late Haji Qamar Rashid, resident of Lake Road, P.S. Hindpiri, Dist. Ranchi, State of Jharkhand (hereinafter called the FIRST PARTY) of the First Part;

AND

FARZANA QAMAR D/o. Serajul Momin, by faith Mulsim, by occupation Housewife, resident of opposite Kadru Petrol Pump, Kadru, P.S. Argora, Dist. Ranchi, State of Jharkhand (hereinafter called the SECOND PARTY) of the Second Part;



WHEREAS the party of the First Part and Second Part hereinafter are collectively referred to as the Parties;

AND WHEREAS on being approached by each other, the parties have agreed to invest their capital and the First Party will devote his time in proper running of the business.

Egmah Construction Promoter & Developers

Egmah Construction Promoter & Developers

Signature of Shakil Qamar

Partner

Signature of Farzana Qamar

Partner

AND WHEREAS the parties hereto are desirous of carrying out the business of builders, contractors, construction and etc.

AND WHEREAS the party of the first part shall be the working Partner and party to the second part will be sleeping partner.

AND WHEREAS it has been made clear and agreed upon that now onwards all the profit/loss, for all the activities related from this date of agreement, of the firm shall be distributed among partners as mentioned hereinafter.

AND WHEREAS it is thought expedient to reduce into writing the terms and conditions under which the partnership business shall be carried on.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER :

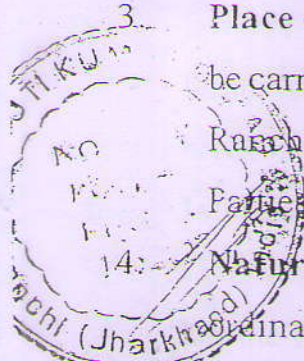
1. **Name :** That partnership business shall be carried on under the name & style of EGMAH CONSTRUCTION PROMOTERS & DEVELOPERS having its principal place of business at Lake Road, Ranchi and the office of the business will be behind Public Urdu Library, Ranchi.

2. **Term of Partnership :** That the partnership shall be deemed to have commenced on and from 1st November 2009. That the partnership shall be AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership, he or she shall give at least two calendar months months notice in writing to this effect to other partner.

3. **Place of Carrying Business :** That the business of partnership shall be carried on from address at behind Public Urdu Library, Main Road, Ranchi, Jharkhand or any other place as may be agreed upon by the Parties.

**Nature of business :** That the business of the partnership will ordinarily be that of to carry on the business of contractors and construction activities as mentioned herein below :

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EGMAH CONSTRUCTION PROMOTER & DEVELOPERS  
Farzana Kamao  
Partner

EGMAH CONSTRUCTION PROMOTER & DEVELOPERS  
Kamal  
Partner

EGMAH CONSTRUCTION PROMOTER & DEVELOPERS

EGMAH CONSTRUCTION PROMOTER & DEVELOPERS

Kamal  
Partner

Farzana Kamao  
Partner

To work as a contractor for different types of govt. and private jobs. To carry on the civil works & construction works and to build, construct, establish, own, purchase, sell, take on lease or exchange or otherwise acquire, hold, maintain, and manage industrial, commercial or residential buildings, apartments houses, hotels, motels, hostels, restaurants, factory premises, godowns, golas, were houses, boarding houses, clubs pleasure grounds and amusements parks, theatres, cinemas, or such other show houses, meetings or lecture halls, libraries, dharamshalas and sarais, health resorts and sanatoriums, gardens, swimming pools and baths, huts bazaar and other markets, melas and exhibition and to let, sublet give on lease or otherwise to permit use and occupation of the same for rent or hire charges and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in residential, commercial and industrial quarters and to carry on the business of builders, contractors, dealers in and manufacturers of prefabricated and precast houses, buildings and erections and materials, tools, implements, machinery and metal ware in connection therewith or incidental thereto and to carry on the business that is customarily, usually and conveniently carried on therewith.

And also to carry on any other business which they may mutually decide from time to time.

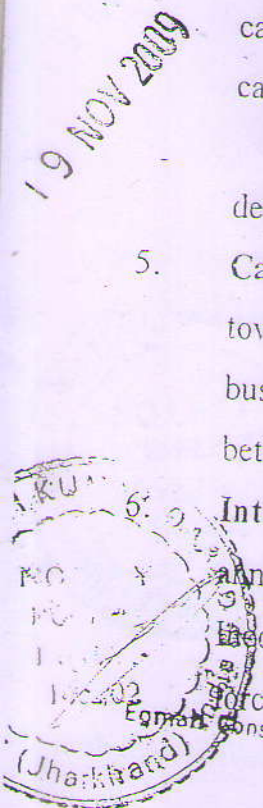
5. **Capital Contributions :** That each partners will be contributing towards their capital funds required for the purpose of partnership business in such manner as may be mutually agreed upon by and between the Partners from time to time.

**Interest on Capital :** That simple interest at the rate of 12% per annum or at the rate as may be provided under section 40b(IV) of the Income Tax Act, 1961 or any other applicable provision as may be in force in income tax assessment of the firm for the relevant accounting

Egmah Construction Promoters & Developers

*Al Kumar*  
Partner

*Farzana Kamar*  
Partner



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period, shall be payable to the partners on the amount standing to the credit by the firm in all account of the partners. The interest shall be calculated on the basis of date wise product by taking into consideration on entries in the respective capital account of the partners and the same should be credited to the account of each partner at the close of the accounting year. However, in case of loss or lower income, the rate of interest can be lower than the 12% or even nil as may be agreed by and between the partners. The partners by mutual consent, shall also be entitled to modify the above terms relating to interest to partners.

7. Remuneration : While the partners are conscious of the fact that dedicated effort and attention to the business by the working partner is crucial and foremost for providing continued vigour to business and by that reckoning such partner deserves adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40(b) of the I.T. Act, 1961 and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year.

That parties to the first part shall be working partner in the firm. It is hereby agreed that in consideration of the Partner working in the Partnership he will be entitled to remuneration as under.

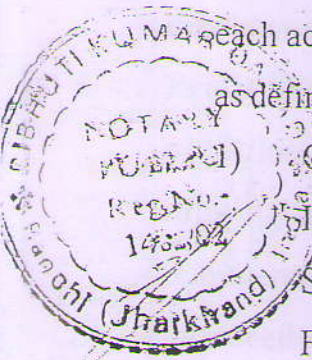
The yearly remuneration payable to the working partner for each accounting year shall be computed on the basis of Book-Profit as defined under the Income Tax, 1961, in the following manner.

On the first Rs. 75000/- of Book Profit (as defined under the Income Tax Act., 1961 from time to time or in case of loss)

Shakil Qamar - Rs. 50% to 60% of Book Profit  
Farzana Qamar - Rs. 40% of Book Profit

Whichever is higher

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Shakil Qamar  
Partner

Farzana Qamar  
Partner

- 2) On the next Rs. 75000/- of Book Profit  
Shakil Qamar - Rs. 50% to 60% of Book Profit  
Farzana Qamar - Rs. 40% of Book Profit
- 3) On the balance of Book Profit  
Shakil Qamar - Rs. 40% to 60% of Book Profit  
Farzana Qamar - Rs. 40% of Book Profit

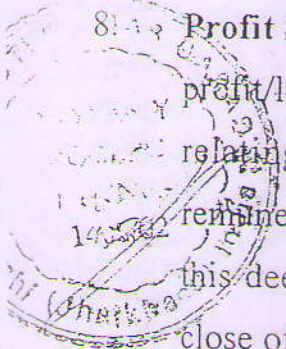
Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each partner will be calculated and paid or credited to his account only once on ascertainmetn of book profit after the close of financial year except earlier in the event of the retirement/death of a partner or change in the constitution or dissolution of partnership. The partners, shall, however have the option to make interim withdrawal towards interest and/or remuneration, as the case may be at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted against the final figure determined on finalization of accounts after the close of the accounting period.

The partners shall be entitled to increase or reduce the above remuneration and may also agree to revise the mode of calculating the above said remuneration as may be agreed upon from time to time by and between the partners.


The partners, by mutual consent, shall be entitled to modify the above terms relating to remuneration payable to the working partner.

**Profit Sharing Ratio :** That irrespective of capital Investment, the profit/loss of the partnership firm, after deducting of all the expenses relating to the business of partnership, including interest and remuneration payable to the partners in accordance with the terms of this deed of partnership, shall be credited to or distributed on the close of the accounting year as under.

Egmah Construction Promoters & Developers

  
Shakil Qamar  
Partner

Egmah Construction Promoters & Developers

  
Farzana Qamar  
Partner

FIRST PARTY - 60%  
 SECOND PARTY - 40%

Egmah Construction Promoter & Developers

Farzana Kaman  
Partner

9. **Maintenance of Accounts :** That the partners shall maintain regular books of accounts and proper entries shall be made therein of all receipts, payments, transactions, engagement and properties of the partnership and said books of accounts, all receipts, papers and writing shall be kept at the office of the partnership firm and every partner or his or her agent shall have free access at reasonable time to read, inspect, examine and copy the same.

10. **Management of the affairs of the partnership business :** That the management of the partnership business shall be in the hands of the working partner namely the first party and he will be in the control and management of the said partnership business.

11. **Amendment in the partnership deed :** That the partners by mutual consent can change, or modify any of the terms of this deed.

12. **Operation of Bank Accounts :** It is mutually agreed between the parties that the bank account(s) of the firm will be opened <sup>in any</sup> on the ~~joint~~ name of partners but operated by the first party namely Shakil Qamar as per their mutual understanding.

13. **Introduction/Retirement of Partners :** That the partners are, by mutual consent entitled to take more partner(s) in the partnership business for the smooth running and development of business.

That it is at the liberty of the partners to resign, retire, or leave the firm and it may be carried out by the remaining partner.

That any partner may retire from the partnership business after giving one month notice of his/her intention to retire.

**Dissolution of Partnership :** That the Partnership is at will and may be dissolved at any time mutually. In the event of death of a partner the partnership shall continue with the remaining partner of the firm.

That in the case of dissolution of the firm the net realization on the sale of assets shall be distributed amongst the Partners according to their share after meeting the liabilities of the firm.

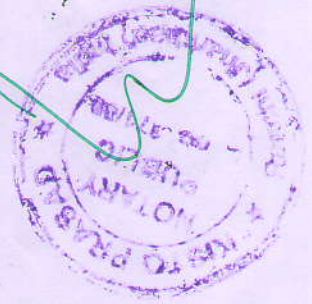
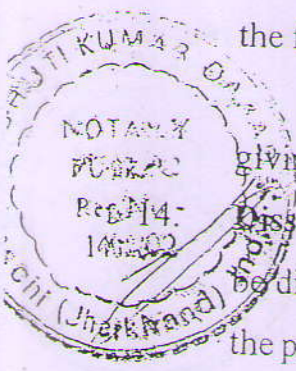
Egmah Construction Promoter & Developers

Farzana Kaman  
Partner

Egmah Construction Promoter & Developers

Shakil Qamar  
Partner

19/11/2009  
Kemar  
Partner  
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Egmah Construction Promoter & Developers

Shakil Qamar

Farzana Kaman

15. **Governing Law** : Except as aforesaid, the partnership shall further abide by the provision of the Indian Partnership Act, 1932.
16. **First Partner to work in the interests of Partnership.**
- a) He will work honestly and diligently and shall pay due attention to the business of the firm.
  - b) Be just and faithful to other partner.
  - c) Give complete and truthful details of all matters relating to the affairs of the firm.
  - d) Punctually pay and discharge their personal debts and liabilities.
  - e) Shall do nothing to harm the interests of the Partnership.
17. **That no partners shall without the written consent of other partners :**
- a) Acknowledge a debt so as to extend the period of limitation against the firm.
  - b) Remit the whole or any part of any debt or sum due to the firm.
  - c) Employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm.
  - d) Except in ordinary course of business, give any security or promise for payment of money on account of the firm and
  - e) Assign, charge, transfer, mortgage or otherwise alienate his share in the firm.
  - f) Lend any of the money 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 forbidden him to trust.
- That First Partner shall be entitled :**
- a) To operate account(s) with any Bank (s) of Partnership and to secure and arrange overdrafts from any Bank (s) against security of goods and stock-in trade or otherwise on such terms an

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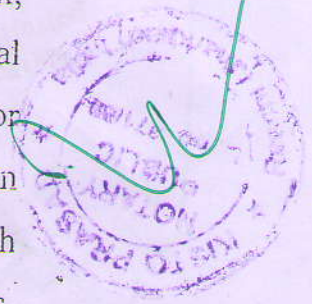
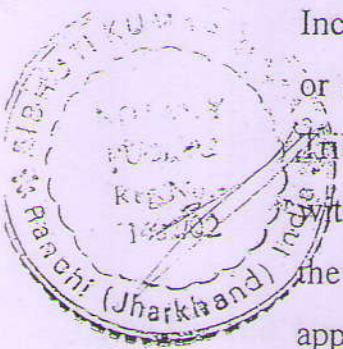
*Kumar*  
Partner

*Farzana Kumar*  
Partner

conditions as he may think fit and to sign all papers and documents in connection therewith.

- b) To borrow money and raise loans from any person, State or Central Government, Financial and documents in connection therewith.
- c) To sign, draw accept, negotiate, pay satisfy, or receive any bills of exchange, hundies, promissory notes, checkups, orders for payment or deliver of money, security or bills of landing or other negotiable or mercantile for and on behalf of the
- d) To ask, demand, sue for recovery and receive whether in cash, cheque or any other mode from any Government department, private establishment or Local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt of discharge for the same.
- e) To apply for all kinds of licenses and to secure them and also to apply for quota rights and for the purpose to appear before the authorities appointed for the same and sign all papers in this connection.
- f) To submit tenders before the Government department(s) and to accept orders there from and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith.
- g) To appear and represent the firm before Commercial Tax, Income Tax, Customs and Excise authorities whether original or appellate and also to appear in any courts, Tribunal or Tribunals or any other Government Department in connection with any suit or proceedings whether civil or criminal in which the firm is interested and to sign all papers, forms, documents, applications bonds, return etc. in connection with the said matter.

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Egmah Construction Promoters & Developers

Egmah Construction Promoters & Developers

*Skumar*  
Partner

*Farzana Kamran*  
Partner



- h) To sign, execute and enter into all sorts of contracts, engagements and agreements pertaining to the business of the firm with any Government body, private establishment of local authority.
- i) To act on behalf of the firm generally.

19. **Jurisdiction** : That in case on any dispute between the parties, the Ranchi Court shall be jurisdiction.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of November 2009.

Witnesses :

1. Md. Sultan  
12/11/09

Signature of First Partner  
Egmah Construction Promoter & Developers

*Skumar*  
Partner

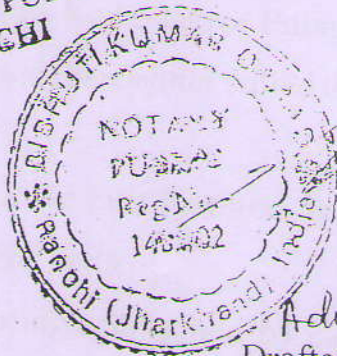
2. Mr. Rakonabillah  
12/11/09

Signature of Second Partner

Egmah Construction Promoter & Developers

*Farzana Kama*  
Partner

NOTARY PUBLIC  
RANCHI



Signature Attested  
on Identification  
of Lawyers



Typed by : Md. Nasim

*Md. Nasim*

Adv. Samad 83  
Drafted by

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