



मध्य प्रदेश MADHYA PRADESH

U 550299

PARTNERSHIP DEED

THIS AGREEMENT is made and entered into at New Delhi on this Fifth day of August, 2015 between:

Mr. Vaibhav Mishra, s/o Mr. R. K. Mishra, aged about 30 years, resident of J-2/203, Parsvnath Prestige, Sector 93A, Noida – 20130, U.P. (hereinafter referred to as the First Party);

Mr. Rahul Parashar, s/o Mr. Gulab Chand Parashar, aged about 43 years, resident of 134, Shanti Niketan Colony, Near Bonbay Hospital, Indore (hereinafter referred to as the Second Party), and

WHEREAS the aforesaid parties are desirous of carrying on the business of establishing infrastructure/logistics facilities, real estate development, warehousing, etc. in the form of a partnership.

AND WHEREAS the parties aforesaid are further willing to reduce into writing the terms and conditions of partnership to avoid any kind of misunderstanding or dispute in the future.

Now this deed of partnership witnesseth as under:

1. The scope of this Deed is to set forth the terms and conditions that shall regulate the inter-se rights and obligations of the Parties and the management and operations of the Partnership.
2. The business of the Partnership shall comprise establishing infrastructure/logistics facilities, real estate developments, warehousing, etc. and such other business or businesses as the Partners may decide upon mutually from time to time.
3. The partnership business shall be carried on in the name and style of 'M/s CSM & Co.'.

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4. The business of partnership shall be deemed to commence on the date on which all the partners have signed and executed the present Deed.
5. The Firm shall have its registered office at Karetex Industrial Launderette Private Limited, 202/2, Lasudia Mori, Indore - 452001 or at such other place or places, as shall be mutually agreed upon by the parties from time to time.
6. The parties hereto will subscribe such capital in cash or kind or both, as may be agreed upon from time to time and shall arrange for finances on loan or by such other means as may be considered expedient, from time to time, in the interest of business.
7. Partners shall be entitled to receive simple interest not exceeding 12% per annum as may be mutually decided from the firm on the amounts standing as credit in the capital account or in any other accounts of the partners as appearing in the account books of the firm. Provided, however that, the rate of interest may vary within the said percentage from year to year in case of each partners as per their mutual agreement. Such interest shall be calculated and credited to the account of respective partners on the balance as appearing at the close of the accounting year. However, in the case of loss or insufficiency of profits in any account year or as per requirement of business, the partners by mutual consent, will have a right to scale down to any extent the said rate of interest or forego the same altogether for that account year. It is also specifically agreed that no interest shall be paid to or charged by the firm on the debit balances of the partners.
8. The partners shall share the profit & losses of the partnership business in the following proportions:

<u>Party No.</u>	<u>Name of Parties</u>	<u>Share in Profit/ Losses</u>
1.	Mr. Vaibhav Mishra	50 %
2.	Mr. Rahul Parashar	50 %

9. All Partners shall be working partners and shall be entitled to remuneration, which shall be specifically calculated in the following manner:
 - a. On first ₹ 3,00,000/- of the : ₹ 1,50,000/- or at the rate of 90% of book profit or in case of loss the book profit, whichever is more.
 - b. On the balance of book profit : 60 % (Sixty Percent)

The term book profit shall have the same meaning as defined in the explanation 3 of the section 40 (b) of the Income Tax Act, 1961 provided that if in any accounting year there is loss or insufficiency of profits or circumstances of the business require otherwise, the partners by mutual consent will be entitled to reduce the aforesaid amount of remuneration or forego the same entirely for that accounting year.

10. The working partners shall be entitled to remuneration, calculated in (9.) above, in the following ratio:

<u>Party No.</u>	<u>Name of Parties</u>	<u>Share in Profit/ Losses</u>
1.	Mr. Vaibhav Mishra	50 %
2.	Mr. Rahul Parashar	50 %

11. Whenever, Second Party wants to retire from the firm, he shall transfer his share to First Party. No.
12. All partners shall have the right to bring a new partner to the partnership if

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required, which shall be by mutual consent of all the partners in writing. However, it is agreed by the partners that in case any party wants to withdraw from the partnership at any point of time, due to health or any other reason, the other partners shall have no objection to allow the said party from retiring from Partnership; and in his/her place to induct his/her legal heirs, if desired, as partners in the firm to hold respective share on the same term and conditions as contained in the Partnership.

13. If the Partners determine that the Partnership requires any further funding in order to meet its requirements, the Partners shall on a best efforts basis attempt to raise such funding, including external funding, which the Partners consider appropriate.
14. A Partner may retire from the Partnership by giving a simple notice in writing to the other Partner(s) of his intention to resign and retire as Partner. The cessation of a Partner from the Partnership shall take effect on the date of the issuance of such notice itself.
15. All transactions of the Firm shall be done in the name of the Firm and all goods shall be purchased or sold by and in the name of the Firm. Similarly, all services shall be availed of or rendered by and in the name of the Firm. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the Firm.
16. In the event of any dispute or difference, whatsoever, inter-se between the Parties and the Parties and the Firm, under or in connection with or in respect of or concerning or connected with or arising out of this Deed, then such dispute or difference shall be referred to arbitration, in accordance with the Arbitration and Conciliation Act, 1996. The seat for arbitration shall be Bhopal and the language used in the arbitral proceedings shall be English.
17. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws principles.
18. That proper and regular books of account shall be kept and maintained and audited during the course of business and all the partners shall at all reasonable hours be entitled to have access thereto and also to take extracts there from as they may deem fit.
19. The accounting year of the Firm shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of formation of the Firm till 31st March 2016.
20. The bank account shall be operated , severally or jointly, by any partner(s) as may be mutually decided amongst the partners.
21. In case of demise of any partner, the firm shall not dissolve but the legal heir shall be taken as partner in place of deceased.
22. Subject to the contract, if any, between partners -
 - (a) every partner has a right to take part in the conduct of the business;
 - (b) every partner has a right to have access to and inspect and take copy of any of the books of accounts, documents and records of the firm;
 - (c) every partner has a right to be indemnified for personal liability incurred in good faith in discharging his duties in the ordinary and proper conduct of the business of the firm as would be done by a person of ordinary prudence, in his own case, under similar circumstances.

- (d) any difference arising as to ordinary matter connected with the business may be decided by a majority of partners and every partner shall have a right to express his opinion before the matter is finally decided.
23. No partner shall without the consent of other partners -
- (a) engage himself in any other competing business;
 - (b) mortgage, charge or assign his share in the assets or profits of the firm;
 - (c) compromise or compound or release any debt due to the partnership;
 - (d) draw, accept or endorse any bill of exchange or promissory note on account of the firm;
 - (e) give any security or promise for the payment of money on account of the firm except in the ordinary course of business.
24. A partner may not be expelled from the partnership firm by any majority of the partners, save in exercise in good faith of powers conferred by these presents.
25. It is agreed that in case of any dispute, out of this agreement or touching this agreement, the parties shall resolve to arbitration under the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
26. Subject and without prejudice to the foregoing presents, the provisions of the Indian Partnership Act, 1932 (as amended from time to time) shall be applicable in matters not provided for herein.
27. On the dissolution of the firm, every partner or his representative will be entitled, as against all other partners or their representatives, to have the property of the firm applied in the payment of the debts and liabilities of the firm.
28. In settling the accounts of the firms, no value will be assigned to the goodwill of the firm.

IN WITNESS THEREOF, we the above named parties have set out respective hands on the AGREEMENT OF PARTNERSHIP after fully understanding the matters contained hereinabove on the date and year first above written in presence of witnesses.

WITNESSES

1. Name:
Address
2. Name:
Address:

EXECUTANTS

1. Vaibhav Mishra
(First Party)
2. Rahul Parashar
(Second Party)

Vaibhav Mishra

Parashar