

Party of the 2nd Part.

Both of them hereinafter called partners.

Both the Parties to this deed of partnership are adult and possess sound mind.

as of

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Whereas both the parties hereto referred above have joined hands to run the business in partnership with each other under the name and style of M/S MODERN STEEL INDUSTRY, PLOT NO. 63, INDUSTRIAL ESTATE, ALIPUR, BARWALA, PANCHKULA, HARYANA.

> And whereas all the parties to this deed of partnership deem it desirable that the terms and conditions of the partnership be reduced into writing to avoid any dispute or misunderstanding in future.

### NAME & WORK PLACE

That the business shall be carried out under the name and style of M/S MODERN STEEL INDUSTRY, PLOT NO. 63, INDUSTRIAL ESTATE, ALIPUR, BARWALA, PANCHKULA, HARVANA. at such other place or places as the partners may mutually decide upon from time to time.

## 2. BUSINESS

That the business of the partnership firm shall be Manufacture type of furniture, Nickle, Copper and Zinc Plating. Trading of all type of furniture, form, cloths, raxin, pillow etc., or any other business which the partners may, mutually agree upon from time to time.

#### 3. BANKERS

That the bank Account of the Partnership shall be maintained with any schedule bank or banks as may be mutually agreed upon and shall be operated by any of the partner.

### 4. CAPITAL

That each party shall invest so much capital as may be required and mutually agreed upon from time to time.

1 6 NUV 2013

# 5. INTEREST

That @12% Per Annum or such other maximum rate 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 for the Income Tax Assessment of the Partnership firm for the relevant accounting period shall be paid by the firm to the partners to their capital. That interest shall be calculated and credited on the amount of each partner at the close of the accounting year. That partner may mutually decide to waive or to pay interest at the lower rate by mutual consent.

Cont.....3

#### REMUNERATION 6.

That it is hereby that all the partners are working partner and shall be entitled to draw salary as under: -

Rs. 20,000 Per Month Sh Ved Parkash Rs. 20,000 Per Month Sh. Nikhil Garg

The remuneration payable to the above partners shall be due and credited in their respective accounts either at the close of the accounting period or on the monthly basis.

That the partners may mutually agree among themselves to withdraw lesser amount of remuneration than the amount specified above.

#### SHARE IN PROFIT/LOSS 7.

That the share in the profit or loss of the business after charging interest and Remuneration payable to partners shall be divided in the following ratio: -

share of ProfivEo

a) Party of the 1st Part

b) Party of the 2<sup>nd</sup> Part

ACCOUNTS

That the usual and proper books of accounts may be maintained and the place of business. That the accounts may be closed on 31st March when Trading, Profit & Loss account and Balance Sheet may be drawn every year as per normal practice of the trade or as per other rule applicable.

DRAWINGS

1 6 NOV 2013

That each partner may draw out of partnership account such sum as may be mutually agreed upon.

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# 10. DUTIES

That the partners shall be just and faithful to each other and none of partner shall act or conduction such manner as may be prejudicial or detrimental to the interest of the other partner or that of partnership. That no party shall be entitled to either mortgage, assign or sell his/her share to any outsider or create any charge on the partnership assets without the written consent of other partner.

# 11. **DURATION**

That the business of the partnership firm shall be deemed to have been commenced w.e.f 26<sup>th</sup> Aug. 2011 and shall be partnership AT WILL. In case any partner wishes to retire or withdraw, he/she can do so by giving 30 days notice in writing to do so and in that event such partner shall be liable for profits losses respectively, as the case may be, to the date of expiry of such notice. The retiring partner shall not transfer his share to a stranger.

## 12. ARBITRATION

That in case of any dispute, matter skall be first referred to ARBITRATOR under the Indian Arbitration Act hence in force.

# 13. RIGHTS & PRIVILEGES

That all rights, goodwill, privileges, quota rights, registration rights, agency rights etc, granted to firm shall vest exclusively in the firm.

1 6 NOV 2013

295

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- The retiring partner will not be able to use the name of the firm in any 14. manner.
- All other matters for which no provision is made 15. PARTNERSHIP DEED Will be governed by the Indian Partnership Act, 1932.

IN WITNESS WHEREOF the parties hereto mentioned above have set their respective hands to this deed of partnership in the presence of witnesses who

Have also signed.

# WITNESSES

- orarech 1. Navest kymar

# 1423 Sech PKL

PARTNERS

(Party of 1st Part)

(Party of 2nd Part)

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ATTESTED

Distt. Panchkula (Hry