

दिल्ली, DELHI

### PARTNERSHIP DEED

C 012337

This instrument of partnership is made on 1<sup>st</sup> day of January, 2007 at New Delhi between.

1. Mr. Anil Mohta S/o. Shri O.P. Mohta, Resident of BC-62, Shalimar Bag (West), 3<sup>rd</sup> Floor, Back Portion, New Delhi-110088.

(Which expression shall mean and include his legal heirs, executors, administrators and assigns )

(hereinafter referred to as the Party of the First Part )

And

2. Mrs. Alka Mohta w/o Shri Sunil Mohta, Resident of BC-62, Shalimar Bag (West), 3<sup>rd</sup> Floor, Back Portion, New Delhi-110088.

(Which expression shall mean and include his legal heirs, executors, administrators and assigns )

(hereinafter referred to as the Party of the Second Part )

AND WHEREAS the parties hereto referred to hereinabove have mutually agreed to carry the business of Job Works of Garments Manufacturing (Apparels) in the partnership under the firm name and style of M/s. OM Enterprises from 1<sup>st</sup> day of January, 2007.

Contd.....2

*Anil Mohta*

*Mrs. Alka*

1 JAN 2007



2878 23/11/07 100  
serial no. Date Rs.

Sold to.....

to.....

at favour of.....

purpose.....

through.....

for.....

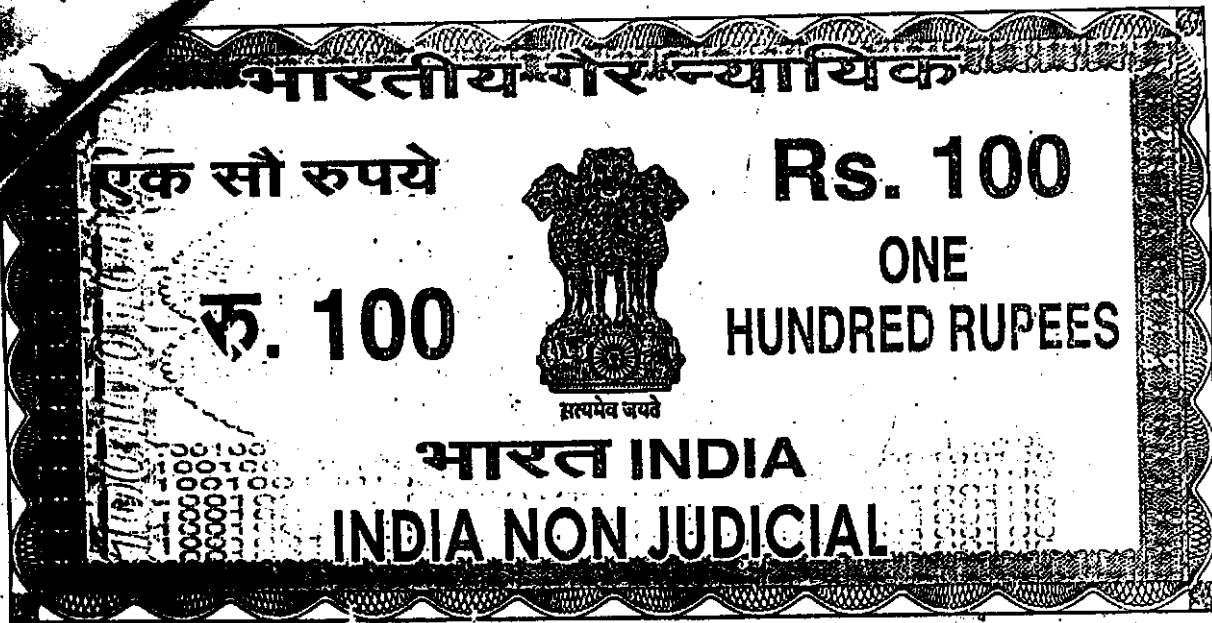
Central Market, Ashok Vihar

Delhi-110052

*Handwritten signature*

*Om Enterprises*

*10/11/07 in A/c*



दिल्ली DELHI

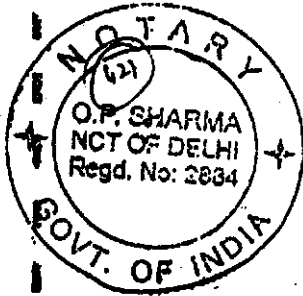
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C 012338

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that they have become partners and joined the partnership upon the terms and conditions hereinafter expressed .

NOW THIS DEED witnesseth:

1. Name of the firm : The name of the firm shall be M/s. OM Enterprises
2. Place of Business : The Principal place of profession shall be at A-8, Wazirpur Industrial Area, Delhi 110052 and / or other place/s as may be mutually agreed upon.
3. Business of the Firm : The business of partnership firm shall be that manufacturing of *Readymade Garments(Apparels)* or any other business if they desire from time to time.
4. Commencement of the Firm : The partnership and its Business shall be commenced from 1<sup>st</sup> day of January, 2007 and the partnership shall be "at will".
5. Sharing of Profit & Losses : That the profit or losses of the partnership profession after accounting for the expenses of the firm and remuneration payable to the partner as per terms of this partnership shall be shared/ borne by the partners in the following ratio :



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*Amul*

*1/1/07*

1 JAN 2007

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Om K. ...

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MIA ...

General Manager, Ashok Vihar

...

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"3"

- i) Party of the First Part 50%
- ii) Party of the Second Part 50%

6. **Capital :** The capital of the firm shall be managed or contributed by the partners in any proportion as may be convenient to them at the time of need of the funds by the firm.

7. **Remuneration to the partner :** That both the parties of the Deed have agreed to keep their self actively engaged in conducting the affairs of the business of partnership firm as working partner. It is hereby agreed that in consideration of the same both parties of First & Second part shall be entitled to remuneration .

a) Remuneration as stated below shall be payable to the following working partner:

- i) Party of First Part 20000 p.m.\*
- ii) Party of Second Part 20000 p.m.\*

\*Subject to the maximum amount of Remuneration calculated and payable under section 40 (b)(v) of Income tax Act,1961.

The above clause shall be effective from 1<sup>st</sup> day of January,2007.

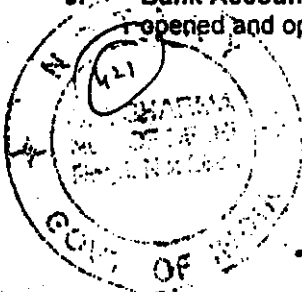
THAT the above remuneration shall be increased with the volume of business and profits of the firm but in any case the total remuneration shall not exceed the maximum limit specified under the Income tax act,1961 as mentioned above.

b) In case any partner retires or dies or become insolvent, (hereinafter referred to as the outgoing partner) during the accounting year, the outgoing partner shall be entitled to prorate remuneration for the period up to the date of which the person agrees to be a partner.

c) The remuneration payable to the above partner shall be credited to their respective accounts at the close of the accounting period when the final accounts of the partnership are made up. However the remuneration so credited shall be deemed to have accrued evenly during the year on a month to month basis.

8. **Withdrawals :** Withdrawals by the partners shall be made from the firm on time to time as mutually agreed amongst the partners which shall be debited to their respective accounts.

9. **Bank Account :** That the bank account on behalf of the firm may be opened and operated Jointly by both the parties.



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*Mul Mohd*  
*Abrahim*

1 JAN 2007

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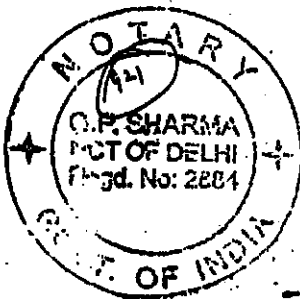
10. **Accounting Year :** That usual books of accounts of the partnership shall be maintained and kept at the principal place of the firm and the same shall be closed every year on 31<sup>st</sup> March, when the final accounts of the partnership shall be drawn up.
11. **Books of Accounts :** Proper books of account shall be maintained and all partners are entitled to inspect and take copies of such accounts.
12. **Goodwill :** On the death , retirement or dissolution of the firm, the goodwill of the firm shall be treated as Nil .
13. **Admission of a Partner :** No person shall be admitted as partner without consent of all the partners.
14. **Partners Dealings :**
  - a) All partners shall remain faithful to and work in the interest of the firm and supply full information and details of the partnership profession to other partners.
  - b) No partner shall do any transaction or act which is illegal for the firm.
  - c) No partner shall, except in the ordinary course of business, give any credit or any security or promise the payment of money on account of the firm
  - d) The firm shall not be liable for any speculation business or such transaction whether connected or not, with the business of the firm.
15. **Interest on Capital:** That interest shall be paid @12% p.a. on the capital of the partners or such loans and deposits accepted by the firm. However partners may agree mutually on any lower rates.
16. **Arbitration :** All the differences and disputes relating to the partnership or its dissolution or arising of this deed shall be resolved by arbitrator under Arbitration Act, 1940 or law prevailing in its place at that time.

*The above terms and conditions are agreed upon by each parties to these presents of their own free will, without any body's force and they are binding on all of us / our legal heir/ executors/ assignors.*

"5"

*Amul Moha*

*Arora*



1 JAN 2007

In witness whereof the Partners hereto have set and subscribed their respective hands on the day and year first hereinabove written.

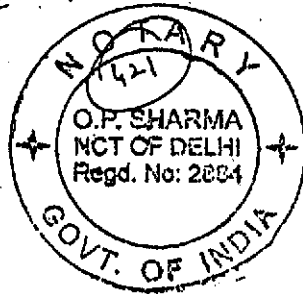
Signatures of the Witnesses

1. *aj*  
S.B. Gupta  
2076, Chuna Mandi, Paharganj  
New Delhi-55
2. *[Signature]*  
B-323, Naraina Puri  
New Delhi-110028

Signatures of the Partners

- Anil Mohta*  
Anil Mohta  
(Party of the First Part)
- Alka Mohta*  
Alka Mohta  
(Party of the Second Part)

Entered in Notary Public  
Register Serial No: 421  
Dt. 01/01/07.



ATTESTED  
*[Signature]*  
NOTARY PUBLIC DELHI

1 JAN 2007