

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

बिहार BIHAR

4456-18/10/10 राधा कृष्ण शर्मा
राधा कृष्ण शर्मा राधा कृष्ण शर्मा
4200-5790

ALLOTMENT AGREEMENT

This deed of Allotment Agreement is made on this the 16th day of January 2010.

BETWEEN

Sri Abhay Kumar Singh s/o Late Shashi Bhushan Prasad, resident of Mauja Ghataro, P.S. Kartaha, Dist. Vaishali, at present resident of R.K. Lane Langartoli Gali, P.S. Kadam Kuan, Town & Distt. Patna by faith-Hindu, hereinafter collectively called the FIRST PARTY.

M/s Raj Construction a Partnership firm under Indian Partnership Act, 1932 having its registered office at New Chitragupt Nagar, Parvati Path, P.S.- Patrakar Nagar, District- Patna hereinafter called the SECOND PARTY.



Rajesh Kumar

Abhay Kumar Singh

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BIHAR

क्रमांक १५६९५/५२ किमत ₹१०० वास्ते पेज
देता का नाम

C 087981

चन्द्रेश्वर प्रसाद

having its office at New Chitragupt Nagar, Parvati Path, P.S. Patrakar Nagar,
Patna -20, District- Patna.

कलकत्ता कोर्ट, पटना

WHEREAS this deed of constitution of a partnership accordingly executed by
the mutual consent of the parties here to continue in partnership the business of Firm
w.e.f 05.02.2007.

AND WHEREAS the parties here to had consequently decided and agreed to
reduce into writing the terms and conditions where upon the business of partnership as
constituted here by in the name and styled M/S RAJ CONSTRUCTION shall be carried
on w.e.f. 05.02.2007.

IT IS HEREBY MUTUALLY SETTELED AGREED AND DECLARED AS FOLLOWS:-

1. That the parties here to shall be deemed to have constituted themselves into a
partnership firm as per the terms and condition recorded here by with effect from
05.02.2007.
2. That the name and style of partnership is to and continue to be M/S RAJ
CONSTRUCTION having its office at New Chitragupt Nagar, Parvati Path, P.S-
Patrikar Nagar, Patna -20, District- Patna.

Rajesh Kumar

Rajesh Kumar

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भारत INDIA
INDIA NON JUDICIAL

BIHAR

क्रमांक 97870 ती 42 किमत 100 दास्ते पेज
देता का नाम

C 087989

यमशिवप्रसाद
चन्द्रशेखर प्रसाद
मुद्रांक नं० 10 नं० 33/87
कलकत्ता कोर्ट, पटना

3. That by mutual consent of the parties here to the partnership business may be carried on in any other name or names at any other place and places as mutually agreed.
4. That the business of partnership shall be that of developing the flats, shops, markets etc on the vacant land of the land lord after making agreement between landlord and the firm and sale the developed flats, shops, markets etc to the desired person and / or to give the flats shops etc to the tenants on rent.
5. That if flats; shops etc will be handed over to the tenant on rent; the earning by the way of rent will be treated as income of the firm.
6. That the partnership shall be a partnership at will.
7. Those proper books of accounts will be maintained by the firm which shall be authenticated by all the partners.
8. That the capital invested from time to time by the parties here to or any one of them will stand in the books of accounts of the partnership in his name.

Rajesh Kumar

Rajesh Kumar

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

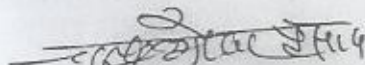
भारत INDIA
INDIA NON JUDICIAL

BIHAR

मार्क १८६२९ नं. ५१/२००५ किम्वेंतु दिनांक १९८७

C 08799

हस्ताक्षर का नाम 


रजेश कुमार प्रसाद

मुद्रांक : के.ए. नं. ३३/८७
कलकत्ता कोर्ट, पटना

9. Simple interest@ 12% p.a. or at such other rate as may be mutually agreed upon or at such rate not exceeding the rate as may be prescribed u/s 40(b) of the income tax Act, 1932 or such other statutory modification reenactment there of as may be in force from time to time, shall be payable on the amount standing to the credit of capital accounts, loan accounts or current accounts of the partners. If there is any debit balance in any such account of the partners, simple interest as above shall be payable by such partners.

10. a) That all the parties here to shall be working partners and accordingly devote such time and attention in the conduct of the affairs and activities of the partnership business as the circumstances and the business needs may be required.

b) That it is here by decided to in consideration there of, the working partner shall be entitled to be paid as remuneration as mentioned below , which may be increased or reduced, if mutually agreed to by the parties here to, subject to the prevision of sec.40(b) of the I.T.Act, as in force from time to time.

Rajesh Kumar

Rajesh Kumar

such working partner within three months of the finalization of accounts of the firm for that year. Further provided that no interest shall be payable by the working partners on such excess drawn by them till such date by which such working partner/ partners may be liable to refund such excess amount.

d) That by executing fresh deed of partnership and/ or such nature of documents as permissible under any relevant law in force, the parties here to as mutually agreed shall be entitled to remove any party here to as working partner by amending suitably the sub. Clause of clause 10.

11. a) That the profit and loss of the firm determined after the payment of interest and remuneration, as the case may be, as provided here by above and/ or in accordance with any subsequent variation there of and/ or worked out in accordance with the provisions of income tax act, and /or statutory modification or re-enactment there of as may be in force from time to time shall be divided between the parties here to as follows.

1. Sri Rajesh Kumar

50 %

2. Sri Rajesh Kumar

50 %

b) That all the partners shall also been titled to withdraw such reasonable amounts as may be mutually agreed by the parties hereto from time to time towards their shares of profit/ accumulated profit or other wise every month, and/ or other periodicity and/ or in the event of necessity.

12. That the usual books of accounts shall be kept at the place of business and shall not be removed from the place of business without the consent of all the partners. Each partner shall have access to them at all times and shall be at liberty to make such extract there from as he think fit by himself or by his agent.

13. That the accounts of the firm shall be made upon as at the end of 31st march annually. The net profit or loss as worked out by such accounts shall be divided between the partners in accordance with the shares mentioned in clause 11(a) here in above.

14. That as mutually agreed by the parties here to, the existing account/ accounts with different Bank / Banks if any, on the date of commencement of the partnership constituted here under may be continued and/ or be closed down at any time.

15. That account/accounts with different bank/banks at such place/ places in the name of firm here to may be opened and be operated jointly.

Rajesh Kumar

Rajesh Kumar

16. That on behalf of the firm every partner is entitled to enter in to an agreement with third parties, to sign on tenders and contracts, to receive payments, to file suits in courts and to do all such other law full acts as may be necessary in the interest of the firm and duly authorized by other remaining partners here to in writing. Such acts done by him on behalf of the firm will be binding on the firm
17. That if any partner obtains any contracts in his individual name during the continuance of this partnership, the same shall be deemed to have been obtained on behalf of the firm subject to any contrary option exercised by the other remaining partners here to in writing.
18. That no party hereto will during the continuance of the partnership except with the consent in writing of remaining parties do either of the followings:-
- Apply the partnership fund in speculative transaction.
 - Acknowledge debt so as to extend the period of limitation against the firm.
 - Compromise or refer to arbitration any suit or proceeding between the partnership firm and third party.
 - Enter into any transaction detrimental to the commercial interest of the firm.
19. That any partner here to may retire from the partnership by giving to the other partners three calendar months notice in writing of his intention to do so, and at the expiration of such notice or, if so agreed upon by other partners, at a date earlier than the date of expiration of such notice the partner giving such notice shall be deemed to have retired from the business.
20. That in case of death of any of the partners here to, the partnership shall not be dissolved but the remaining partners shall continue to carry on the business in Partnership with legal here/ representative of such deceased Partner, if mutually decided, settled and agreed.
21. That in case of retirement as provided in clause 19 or death of any partner, profit or loss will be computed up to such date of retirement or death as provided in clause 10. (b) And the parties here to will be entitled to such profit or liable to such loss as may be found in accordance with his shares of profit or loss in the business as provided in clause 11(a) here in above. Further unless otherwise settled, it is here by declared and Agreed by the parties here to that the goodwill, if any, of the firm will at all time be considered to have belonged exclusively to the remaining partners.

Rajesh Kumar Rajesh Kumar

22. That all the disputes and differences, what so ever, which shall either during the partnership or after wards arise between the partners or between any partner and the legal representative of the other partners touching this deed of the construction or application there of any clause contained herein or any account, value of division of any asserts, debts or liabilities or as to any act, deed or commission or any partner or as to any other matter in any way relating to the partnership business or the affairs there of or the rights duties or liabilities of any person under this deed shall be settled by arbitration which will be conducted, according to the provisions of Indian Arbitration Act, unless other wise agreed between the concerned contending parties here to and its decisions/ award shall be binding to all the said partners.

23. That during the tendency of the decisions of arbitrators or any court of law, no party will be entitled to lock up the premises of the firm or to suspend the business of the firm or to freeze bank accounts of the firm. The business under such circumstances will be carried on by the remaining partners subject to other provisions of this deed and no partner will be entitled to obstruct in the normal carrying of the business of the partnership or in any way to do any thing against the interest of the firm.

24. That any of the terms and condition of the partnership deed can be altered, modified, varied, added, deleted at any time with mutual consent of the partners by a supplementary deed which then shall form part of this deed.

25. That for matters not provided here in, the provisions of Indian partnership Act, 1932 as amended from time to time will apply.

IN WITNESS WHERE OF THE PARTIES HERE TO have here into set and subscribed their respective hands and seals the day, month and year first herein above written.

WITNESS:

Kumari Darsi Ka.
5/2/07
1. W/o Sri. Rajesh Kumar
Lalji tola, Patna-1

2. Kumari Rema Sinha
5/2/07

W/o Sri Rajesh Kumar
Chitragupt Nagar
K-Bagh, Patna-20

SIGNATURE OF PARTNER'S

1. Rajesh Kumar
(Rajesh Kumar)

2. Rajesh Kumar
(Rajesh Kumar)