

बिहार BIHAR

H 032246

Dilip Kumar Singh
10/07/2013

Malvika Singh
10/07/2013

PARTNERSHIP - DEED

THIS DEED OF PARTNERSHIP is made on this 10th day of July, 2013.

Amongst

1. **SRI DILIP KUMAR SINGH**, Son of Late Umeshwar Prasad Singh, resident of Flat No. E-1, Pallavi

Mridula Singh
10/7/'13

Birender Singh
10-7-2013

Court Apartment, J.C.Road, Patna-4, P.S. Pirbahore, District Patna, in the state of Bihar, herein after referred to as the party of the FIRST PART (Which terms unless repugnant to the context includes his heirs, assign, administrator or representatives) of the FIRST PART.

A N D

2. **Mrs. Mridula Singh,** Wife of Sri Dilip Kumar Singh, resident of Barhiya Kothi, M.P.Sinha road, Kadamkuan, Patna-03, P.S. Kadamkuan, District Patna in the state of Bihar, hereinafter referred to as the party of the SECOND PART (Which terms unless repugnant to the context includes his heirs, assign, administrator or representatives) of the SECOND PART.

AND

3. **Miss Malvika Singh,** daughter of Sri Dilip Kumar Singh, resident of resident of Flat No. E-1, Pallavi Court Apartment, J.C.Road, Patna-4, P.S. Pirbahore, District Patna, in the state of Bihar, hereinafter referred to as the party of the THIRD PART (Which terms unless repugnant to the context includes her heirs, assign, administrator or representatives.) of the THIRD PART.

AND

4. **Sri Upendra Dhari Singh**, Son of Sri Trivendra Shaker Dhari Singh, resident of resident of Flat No. 509, Block- A/2, Nutan Apartment, Kankarbagh More, Patna-20, P.S. Kankarbagh, District Patna, in the state of Bihar, hereinafter referred to as the party of the FOURTH (Which terms unless repugnant to the context includes her heirs, assign, administrator or representatives.) of the FOURTH PART.

NOTARY B. A. JHA PATNA, BIHAR (INDIA) GOVT. OF BIHAR

Dilip Kumar Singh. 10/07/2013

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AND WHEREAS all the above named Partners from the first part to fourth part are well known to each other.

Mridula Singh

Upendra Singh 10-7-2013

AND WHEREAS all partners are desirous to carry out the business of partnership in the name and style of **"M/s Bhagawati Construction"** in the state of Bihar and in other states as the partners may from time to time agree upon.

AND WHEREAS the aforesaid partners have agreed to carry on their business by constituting a partnership firm w.e.f. 10th July, 2013 on the following terms and agreement.

HENCEFORTH THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS :—

1. That the business of partnership shall commence on and from 10th July, 2013.
2. That the principle place of the business shall be at Flat No. E-1, Pallavi Court Apartment, J.C.Road, Patna-4, P.S. Pirbahore, District Patna, in the state of Bihar or at such other place or Places as the partners may from time to time agreed upon.
3. That the main objective of the partnership firm shall be to construct multistoried building complex, take land for development, construction of road, irrigation works, construction of sewerage, railways works, to sell and purchase real estate or all other works with any government department, semi government department,, or any other agencies or institutions in the state of Bihar, Jharkhand , or at such other place or places as the partners may from time to time agreed upon.
4. That the partners may do any kind of business with the mutual consent.
5. That the nature and scope of partnership may be widened or changed as is mutually agreed by the partners from time to time.

NOTARY B. K. JHA PATNA, BIHAR (INDIA) GOVT. OF BIHAR

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Malvika Singh

Malvika Singh Bipendra Singh

10-7-13

6. The share of profit and loss shall be borne or divided between the partners in the following manners :—

First Part	—	51%,
Second Part	—	19%
Third Part	—	15%
Fourth Part	—	15%

7. That First & Second partner shall contribute equally in the said business of partnership firm as capital at the time of starting of the business and if at any time hereafter any further capital shall be required for the purposes of partnership the same shall be contributed by the partners with mutual consent.

8. That the interest @ 12 % per annum or at such lower or higher rates as the partners mutually decided from time to time subject to interest at the maximum rate permissible under section 40 (b)(iv) of the Income tax Act,1961 or any other applicable provisions of the law as may be in force regarding limit on allowbility of interest on capital accounts of the partners for the purposes of the Income tax assessment of the partnership the relevant accounting year shall be payable by the partnership firm on the account standing to the credit of the capital account of the partners. If there are any debit balances in the capital accounts of any of the partners then interest at the above rate shall be charged from those partner by the partnership firm, such interest shall be credited/ debited to the respective capital accounts of the partners at the end of the relevant accounting year the interest so paid /credited/ and received/ debited shall be considered as business Expenditure /income.

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Mridula Singh

Ranbir Singh. 10-7-2013

9. That all the partners have agreed to actively devote their time and attention in the conduct of the affairs of the business of the partnership firm and in consideration of the same, it is hereby mutually agreed that all the partners shall be jointly entitled to draw such yearly remuneration as mutually decide by the partners from time to time but subject to maximum amount which is permissible under section 40(b)(v) of the Income tax Act,1961 or any modification or re-enactment thereof from time to time or any other, applicable provisions of the law as may be enforce regarding limit on allowability of remuneration to the working partners for the purposes of the Income tax assessment of the partnership firms for the relevant accounting year.

10. That all necessary and proper books of account shall be kept properly posted up and shall not be removed from the place of business without the consent of the partners.

11. That the Bank Account of the firm shall be at any nationalized bank or private bank at any place or places on which the partners become agreed and the Bank A/c shall be operated by the partner Sri Dilip Kumar Singh the party of the first part.

12. That each of the partners is hereby individually authorized for signing, representing, or taking all the necessary actions on behalf of the firm.

That the accounting period of the firm shall be English financial year and books of accounts shall be closed on 31st March.

14. That the partners will be free to assess, to read, to inspect and take copy of accounts when they desire so.

Dilip Kumar Singh
10/07/2013

Malvika Singh
10/07/2013

B. A. JHA
PATNA BIHAR
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Mridula Singh

Ranbeer Singh.
10-7-2013

15. That the person or persons may be inducted into the firm as partners on the mutual consent of all the existing partners and on the terms and conditions on which they all have agreed.

16. That if any of the partner desire to retire from the business of the partnership may do so by giving one month prior notice in writing to other partner.

17. That all partners shall be presumed to be just and faithful to each other in all matters relating to the business and if any of them is found working against the interest of the firm, the majority partners will compel him to retire from the business of partnership.

18. That the firm shall not be liable for personal debt and liabilities of the partners, but the partners are liable to bear all types of loans up to any limit availed by the firm.

19. That in case of Death of any of the partners, the business shall not be dissolved but shall continue to be carried on by the remaining partners and legal heir or representatives of the deceased Partner.

20. That the whole of the partnership business is at will of the partners.

21. That in case of dispute and differences amongst the partners, the matters will be settled down by Arbitration. Each partner shall have right to appoint one Arbitrator and the Arbitrators thereupon will appoint one umpire whose decisions and judgment on the matters shall be the final and binding upon all the partners.

22. That for matters not provided herein or for which provisions have been made in this deed, shall be decided by the provisions of INDIAN

Dilip Kumar Singh. 10/07/2013

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Mridula Singh Birender Singh. 10-7-2012

PARTNERSHIP ACT 1932 as amended from time to time.

IN WITNESS WHEREOF, the parties hereto put their seal and signatures in presence of the following witnesses on the date first mentioned here in above.

WITNESSES Rakesh kumar.

1. Rakesh kumar
S/O Virendra kumar
Anisabad, Patna

Dilip Kumar Singh
10/07/2013
SIGNATURE
of the First Part

NOTARY B.K. JHA PATNA, BIHAR (INDIA) COLLECTORIATE

Pandey.

2. NIRAJ PANDEY
S/O SRI BUPENDER NATH PANDEY
KADAM KUAN
PATNA -3

Manjula Singh
10/7/13
SIGNATURE
of the Second Part

NOTARY B. KAHA PATNA, BIHAR (INDIA) GOVT. OF BIHAR

Malvika Singh
10/07/2013
SIGNATURE
of the Third Part

Bhanderi Singh.
10-7-2013
SIGNATURE
of the Fourth Part

I, Identify the executant/signature/
L. T. I. who has/have affixed in
my presence

10.07.13
Advocate