

Serial No. 8885

Deed No. 100



Govt. of Bihar
Sub Registry Office, Danapur
Summary of Endorsement

This document was presented for registration on **29/06/2019** by **Sanjeev Kumar**
A stamp duty of Rs. **10000/-** and other fees of Rs. **1500/-** has been paid in it.

The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. **100** in Book No. **4**, Volume No. **2** on pages from **357** to **370** and has been preserved in total **14** pages in C.D. No. **1** / Year **2019**

Date: 29/06/2019

Token No: 9385 /2019

Signature with Date
(**Aparna Shiva**)
Registering Officer, **Danapur**

Scanned by:

रोक सूची/ खराब पंजी/ चेक लिस्ट से विनान किया
29/6-19
हस्ताक्षर

DEED OF PARTNERSHIPOFM/S WINSOME REALTORS

This DEED OF PARTNERSHIP made and executed at PATNA on this 29th Day of the month of June, in the year 2019.

दस्तावेज में वर्णित प्रमाणों का सत्यता मुख्य कार्यकर्ता में
प्रभावी MVR को अनुमति है तथा सत्य प्रमाणों के द्वारा,
निबंधन एवं अन्य सुझावों को ध्यान में रखा गया है।

29/6-19
हस्ताक्षर

Sanjeev Kumar
29/6/19







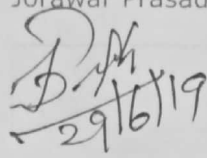






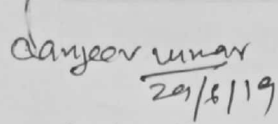
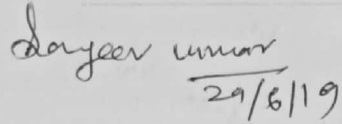


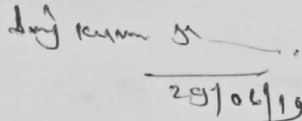


Page 1 of 11

6/29/2019

Sub District Registry Office, Danapur

Token Number 9385 Reg. Year 2019 Serial Number 8885 Deed Number 100

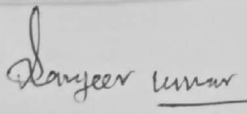
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Claimant	Jorawar Prasad Singh						
Sig.							
Presented By	Sanjeev Kumar						
Sig.							
Executant	Sanjeev Kumar	<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
Sig.							
Identified By	Suraj Kumar Sharma						
Sig.							

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29/6/19

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BETWEEN

- 1) **MR. SANJEEV KUMAR, S/O MR. RAJESHWAR**
AGE: 48, OCC: BUSINESS,
101, SUKSHA PRESIDENCY, RAM JAIPAL ROAD,
NEAR AMBEDKAR DENTAL COLLEGE,
BAILEY ROAD, DANAPUR,
PATNA, BIHAR- 801503.
PAN NO. : AEPPR1404L.
Mob No:-9123230464

HEREINAFTER referred to as the '**FIRST PARTNER**' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns etc.) being the '**PARTY OF THE FIRST PART**'

AND

- 2) **MR. JORAWAR PRASAD SINGH, S/O LATE MAHAVIR PRASAD SINGH**
AGE: 68, OCC: BUSINESS,
LILA SADAN, BAZAR SAMITI,
SANDALPUR NAYA ROAD, PATNA,
MAHENDRU, BIHAR- 800006.
PAN NO. : AJIPS1534J.
Mob No: - 9431646025.

HEREINAFTER referred to as the '**SECOND PARTNER**' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and assigns etc.) being the '**PARTY OF THE SECOND PART**'

WHEREAS, THE PARTY OF THE FIRST AND SECOND have decided to join hands for carrying on the business in the partnership that of Builders, Developers, Promoters and dealings in real estate etc and such other activities as may be incidents to the main business or any business that may be mutually agreed upon by and between the partners from time to time.

AND WHEREAS the parties of the FIRST AND SECOND are desirous to come together and carry on the business of partnership.

AND WHEREAS it is considered expedient to reduce the terms and conditions governing the partnership into writing in the interest of the smooth running of the



business by eliminating the possibilities of disputes in future among the partners. Hence all the parties herein have agreed to enter into this partnership on the terms and conditions hereinafter mentioned.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. FIRM'S NAME AND BUSINESS

The Partnership business shall be carried on in the name of "WINSOME REALTORS". Both the partners may start the business in any other name or names ~~that may be mutually agreed upon by and between the parties hereto from time to time.~~

2. NATURE OF BUSINESS

The business of the partnership (hereinafter referred to as the 'Firm') shall consist of carrying out and completing the work of development of the land and construction of building/s, which may consist of any or all of the following -i.e. flats, shops, offices, Row Houses, Twin or Independent Bungalows, open and semi-built-up plots, ~~Commercial units, Gardens, Club houses, Garages etc.~~ over the land, as shall be acquired by the partners and selling, renting or leasing the same to any person of the Firm's choice. The partners may carry on any other business that may be mutually decided by and between the partners from time to time.

3. PRINCIPAL PLACE OF BUSINESS OF THE FIRM

The registered office of the partnership business shall be at house of "FLAT NO. 101, SUKSHA PRESIDENCY, RAM JAIPAL ROAD, NEAR AMBEDKAR DENTAL COLLEGE, BAILEY ROAD, DANAPUR, PATNA, BIHAR-801503. and may thereafter be shifted to any other place mutually agreed upon by and between the parties hereto.

4. COMMENCEMENT AND DURATION OF PARTNERSHIP

- a. The partnership shall commence on and from the 29th day of June 2019.
- b. ~~The duration of partnership shall be 'at will'; however, no partner can call for its dissolution unilaterally being this 'at will' partnership. This partnership can be dissolved only by a unanimous consent of all the partners. However, any partner may retire from the firm by giving three months calendar notice in writing of the intentions to do so. On expiration of the notice period, the partner giving notice shall retire and the business of the firm shall be continued by the remaining partners with/without taking new partner as decided mutually.~~

Sanjeev Kumar
29/6/19



5. RETIREMENT OR DEATH OR ADDITION OF A NEW PARTNER OR EXPULSION OF EXISTING PARTNER OR DISSOLUTION OF THE PARTNERSHIP FIRM.

- a. Any partner may retire from the firm by giving three months calendar notice in writing of the intentions to do so. On expiration of the notice period, the partner giving notice shall retire. The retiring partner shall not be eligible for any 'goodwill' claim from the company. He will be paid within six months as per his Capital Account in the firm till the date of retirement monetarily or in any other way as decided by the continuing partners mutually.
- b. In the event of the death of any of the partner, the firm shall not dissolve but shall be carried by the continuing/surviving partners by himself by taking a legal heir of the deceased on the terms and conditions, as may be agreed upon at that time. In case legal heir is not interested to join the firm as a partner, the deceased partner accounts shall be settled within six months either by paying off his/her share to his/her legal representatives or in the event of there being a loss in the firm by recovering the same from his/her legal representatives. Moreover the legal heirs of the deceased partner/s shall not have any right to stall the activities of the firm/project in any manner whatsoever.
- c. The partners may admit any new person as a partner in the partnership firm as agreed mutually, if required. Existing partners shall have right to decide the amount of capital and / or premium that shall be invested by the new partner being inducted.
- d. It is further agreed that incase any of the partner/s are acting detrimental to the ~~interest of the firm, aggrieved partners unanimously~~ may send him/her a notice in writing to stop acting detrimental in the interest of the firm's business failing which the damaging partner may be expelled from the partnership and his /her accounts will be settled as per books but without goodwill within six months.
- e. If and when the partnership is dissolved unanimously, a full account of all the assets and liabilities, profit and losses will be made up to the date of dissolution. All expenses, out goings, debts, losses, which are incurred in carrying on the business of the partnership, shall be borne by and deficiency, it shall be borne in the same proportion in which the partners are entitled to share the losses of the firm. The balance, if any shall be divided amongst the partners in proportion in which they are entitled to share the profits.

Sanjay Kumar

29/11/19



Sanjay Kumar
29/11/19

6. SHARE OF PROFITS AND LOSSES

The Net Profit or Losses of the business, as per the accounts maintained by the firm, shall be divided and distributed amongst the partners in the proportions as enumerated hereinafter, on the close of the accounting year after deduction of all the expenses, relating to the activities and business of the Partnership, including the rent of the premises of the firm, if any, the outgoings in respect of the salaries and wages of the staff, commission paid to others, interest payable on amounts advanced by the creditors, if any, taxes of all types and payable by the Firm and remuneration payable to the partner/s in accordance with the provisions of the Deed of Partnership. The aforesaid Net Profits or Losses shall be distributed in the following proportion:

- 1) MR. SANJEEV KUMAR : Ratio – 95 %
- 2) MR. JORAWAR PRASAD SINGH : Ratio – 05 %

7. CAPITAL AND INTEREST ON CAPITAL:

- a) The Partners have agreed to contribute a sum of Rs. 1,00,000/- towards the initial capital of the firm in the proportion of:-

1. MR. SANJEEV KUMAR : Rs. 95,000/-
2. MR. JORAWAR PRASAD SINGH : Rs. 5,000/-

The Partners herein shall contribute such further amounts as may be mutually required from time to time in these above proportions or as may be mutually agreed. Firm may also raise funds for the business from any bank or other institution or person by way of loans, cash credits etc.

- b. It is agreed by and between the partners that hereto that simple interest at the rate of 12% p.a. or at the rate prescribed under sec. 40(b)(iv) of the Income tax Act, shall be payable by the partnership on the amount standing to the credit of capital, current, loan account, of the partners. This interest payable to the partners will be calculated on daily product basis and credited to their respective account at the end of the year.

29/6/19

Sanjeev Kumar
29/6/19



However in case of loss or lower income or incase mutually decided between the parties , rate of interest can be nil or lower than 12% as may be agreed by and between the partners from time to time.

8. RESPONSIBILITIES OF THE PARTNERS

- a. Both the partners will be "Working". However, Partner number 1 (SANJEEV KUMAR) will mainly undertake the actual work of Planning, Construction, Sales, Accounts and overall Management etc.
- b. Both partners shall have the right to oversee all the aspects of the business of the firm.
- c. Partner number 1 (SANJEEV KUMAR) is authorized to sign all official/legal documents (i.e. agreements to sell, government related documents, etc.) on behalf of the firm, as mutually agreed.
- d. Partner number 1 (SANJEEV KUMAR) is hereby authorized to operate the firm's bank accounts "singly".

9. REMUNERATION TO THE PARTNERS

The firm shall pay the salary/remuneration to the working partners as per the availability of profit of the firm within the norms laid down by Income Tax Act or under any other law prevailing at the time and shall be in force. In case of non availability of profit or in case of loss, working partners' salary payment will be decided as per the position of the firm mutually by all partners.

The total remuneration payable to the working partners shall be worked out as per the overall ceiling or limits (maximum amount) prescribed under Sec.40 (b) of the Income Tax Act or any statutory modifications or enactments there from time to time.

The total maximum remuneration payable to the working partner put together shall be aggregate of the amount mentioned in "A" and "B" below:

- (A) On the first Rs.3,00,000/- of Book Profit -Rs.1,50,000/ or at the rate of 90% of the Book Profit whichever is more.
- (B) On the balance Book Profit - at the rate of 60%

Sanjeev Kumar

29/5/19



The term "Book Profit" means net profit in the profit and loss account of the firm computed in the manner laid down in Chapter – IV – D of the Income Tax Act 1961 as increased by the amount of remuneration paid or payable to the partners actually charged to the Profit and Loss Account of the firm.

It is further agreed between the parties that all partners together may mutually decide to a lower amount than as computed above as the total remuneration to be paid to all/any partner.

The remuneration payable to the working partners shall be credited to their respective Capital Accounts on ascertainment of Book Profits. Each of the working partners shall be allowed to withdraw per month against the share of profit and remuneration payable to them.

10. **ACCOUNTING YEAR**

The accounting year of the Firm shall be from 1st April to 31st March of each subsequent Christian Calendar year or as modified by the Govt. Rules.

11. **ACCOUNTS OF THE FIRM**

Proper books of account of the Partnership shall be kept and maintained at the office of the firm and all the partners shall have free access to and right to inspect and copy the said account from time to time either personally or through any other person authorized by any of them in writing, to inspect the books of accounts, etc. at any reasonable and pre-determined time.

At the end of each accounting year an account of the business carried on in that year shall be made and a statement of accounts namely a balance sheet and profit and loss account will be prepared and audited by the Chartered Accountants of the Firm and signed by the partners. The final accounts shall be binding on all the partners except for any manifest error which shall be rectified within a reasonable period not exceeding three months when such error is noticed.

At the end of each accounting year, the profit or losses of the Partnership business shall be ascertained after allowances are made for depreciation, office expenses, allowances and other contingencies and the share of each partner shall be adjusted to his/her individual account.

12. **GENERAL**

- a. All the tangible and intangible assets of the Firm including the stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties in their profit sharing ratios but

Sangeet Kumar
29/6/19



subject to the debts and liabilities of the Firm and the property of the Firm shall be used by the parties exclusively for the business of the firm.

- b. Every party shall account for the profit earned from any transaction of the Firm or for the use of the property of the Firm.
- c. The partners shall be entitled to engage themselves in or carry on any business elsewhere directly or indirectly of the nature to that carried on by the Partnership firm. The Partnership firm or other partners of the FIRM shall have no concern or in any way be liable in respect of any such business carried on by a partner.
- d. The Partnership business shall have no GOODWILL and as such the GOODWILL on the retirement, death of a partner or the dissolution of the firm shall be NIL.
- e. The Partnership business shall be carried on with mutual will and harmony. Each partner shall be loyal, faithful and obedient to the other partner/s in Partnership dealings.

13.

SUBJECT TO WHAT IS OTHERWISE PROVIDED HEREIN, EACH OF THE PARTNERS HERETO SHALL :-

- a. Participate and attend to the business of the firm to the greatest common advantage of the firm.
- b. Be just and faithful to each other.
- c. Render true accounts and full information of all moneys affecting the Firm to the other.
- d. Indemnify the Firm from any loss caused to it by willful negligence or fraud in the conduct of the business.
- e. Attend to the business of the Firm diligently and actively.
- f. Not withdraw any amount for their own use without the consent of the others.
- g. Be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him/her – (i) in the ordinary and proper course of business of the firm and (ii) in doing any act for protecting the Firm from loss in an emergency.
- h. Punctually pay his/her separate debts and indemnify the other partners and the assets of the firm against the same and all expenses on account thereof.
- i. Part with or pay all money, cheques and negotiable instruments received by him on account of the firm into the bank to the firm's name.
- j. Be just and faithful to the other partners, and at all times give to the other partners, full information and faithful explanation, of all matters in any way, relating to the affairs of the Partnership and afford every

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29/6/19



assistance in his/her power, in carrying on the business of the firm for their mutual advantages.

14. WITH RESPECT TO THE BUSINESS OF THIS FIRM NO PARTY HERETO SHALL, WITHOUT THE CONSENT OF OTHER PARTNER DO THE FOLLOWING : -

- a. Submit any dispute with any other person to arbitration or compromise or relinquish the claim.
- b. Withdraw any suit or legal proceedings filed by the Firm.
- c. Admit any liability of the Firm
- d. Acquire or dispose of any immovable or moveable property of the firm, except the stock in trade in the ordinary course of business.
- e. Borrow any moneys for or in the name of the firm, or create any security or charge on the assets of the Firm.
- f. Enter into any contracts except contracts in the regular course of business of the firm.
- g. Stand as a guarantor or surety for any person, in the name of the Firm or for and on behalf of the Firm.
- h. Lend any money of the firm or deliver upon credit any goods of the firm to any person except in the ordinary course of the business.
- i. Give any security or promise for the payment of the money on account of the firm, except in the ordinary course of the business.
- j. Enter into any bond or become bail or surety or security for any person or knowingly cause to be done anything whereby the Partnership property may be endangered.
- k. Mortgage or charge his/her share in the assets or profits of the firm.
- l. Draw, accept or endorse any Bill of Exchange or promissory note or notes on account of the firm except in the ordinary course of business.

15. IF ANY PARTNER SHALL:-

- a. Commit breach or any of the provisions of this indenture; or
- b. ~~Become physically or mentally unfit to attend this business; or~~
- c. Commit any act of bankruptcy; or
- d. Commit any criminal offense; or
- e. Do or suffer any act, which would be a ground for dissolution of Partnership by the court, then any of the partners may, within three Calendar months of becoming aware thereof, by notice in writing, dissolve the firm, always subject to Clause No.5 hereinabove written and Clause No.17 herein below written.

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16. BANKERS

The Parties shall open in the name of the Firm one or more accounts either current, ~~escrow or overdraft or cash credit~~ with one or more banks as may be mutually agreed upon by the partners from time to time and the account or accounts will be operated by Partner number 1 (SANJEEV KUMAR).

17. ARBITRATION

If any dispute or difference shall arise between the parties hereto touching ~~the business of the firm or interpretation~~ of any provision hereof or otherwise, howsoever relating to the Firm and its business, the same shall be referred to Arbitration of a common arbitrator if agreed upon, failing which, two arbitrators to be appointed by disputing partners and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996.

If the dispute is not settled through arbitration process it will be referred to the Civil Court under Patna Jurisdiction.

18. AMENDEMENT AND MODIFICATION

It has been ~~agreed by and between the partners~~ that any of the terms of the partnership including the provisions regarding the payment of remuneration and interest to the partners can be modified by executing a supplementary deed of partnership and same shall form the part of the deed of partnership. Such amendments shall be agreed upon by and between the parties hereto in writing.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED

BY THE WITHIN NAMED FIRST PARTNER

Sanjeev Kumar 29/6/19
MR. SANJEEV KUMAR

B-11/19



SIGNED AND DELIVERED
BY THE WITHIN NAMED SECOND PARTNER

[Signature]
29/6/19

MR. JORAWAR PRASAD SINGH

WITNESS:-

1. NAME: Sudaj Kumar Sharma

Jamath Bin Chaur

Khagari, Patna

Binur - 801105

2. NAME: PREETISH SHERMA

S/o Jorawar Prasad Singh

Leela Sadan, Shiv Colony

Sandalpur, Bazar Samete

P.S - Bahadurpur Patna 800006



Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 10000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 11500/-

Registration Fee										LLR + Proc Fee		Service Charge		
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	500	
	A8	0	D	0	H2	0	K1b	0	Liii	0		Proc.Fee		0
	A9	0	DD	1000	I	0	K1c	0	Mb	0				Total
	A10	0	E	0	J1	0	K2	0	Na	0				
	B	0	H1a	0	J2	0	Li	0						
	TOTAL-									1000				
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										1500				

Date: 29/06/2019

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Saturday, 29th June 2019 by Sanjeev Kumar S/O Rajeshwar by profession Others. Status - Executant

Sanjeev Kumar
29/6/19

Signature/L.T.I. of Presentant

Date: 29/06/2019

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Suraj Kumar Sharma' age '31' Sex 'M', 'S/O Suresh Sharma', resident of 'Jamaluddinchak, Khagaul, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 29/06/2019

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 4 Volume No. 2 on pages on 357 -370, for the year 2019 and stored in CD volume No. CD-1 year 2019 .The document no. is printed on the Front Page of the document.

Date : 29/06/2019

Token No. : 9385

Year : 2019

S.No. :

8885

SCORE Ver 4.1

Deed No. : d No. : 100



Registering Officer
Danapur

6/29/2019



भारत सरकार
Government of India



सुरज कुमार शर्मा
Suraj Kumar Sharma
पिता : सुरेश शर्मा
Father : SURESH SHARMA
जन्म तिथि / DOB : 15/03/1988
पुरुष / Male



9917 8448 8896

आधार - आम आदमी का अधिकार

Suraj Kumar Sharma
29/6/19



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:

-, -, खगौल, जमालुद्दीन सीएचएके,
बरी खगौल, पटना, खगौल, बिहार,
801105

Address:

-, -, KHAGAUL, JAMALUDIN
CHAK, Bari Khagaul, Patna,
Khagaul, Bihar, 801105

9917 8448 8896



1800 300 1947



help@uidai.gov.in

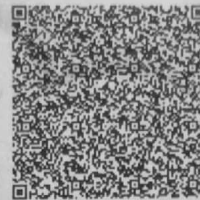
WWW

www.uidai.gov.in

Identifier



INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR03860605606710R
Certificate Issued Date : 28-Jun-2019 02:56 PM
Account Reference : SHCIL (FI)/ brshcil01/ DANAPUR SRO/ BR-PAT/ DNP
Unique Doc. Reference : SUBIN-BRBRSHCIL0104305957788280R
Purchased by : SANJEEV KUMAR
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : SANJEEV KUMAR
Stamp Duty Paid By : SANJEEV KUMAR
Stamp Duty Paid (Rs.) : 10,000(Ten Thousand only)
Reg. fee (Rs.) : 1,000 (One Thousand only)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 500 (Five Hundred only)
Total Amount (Rs.) : 11,500 (Eleven Thousand Five Hundred only)

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