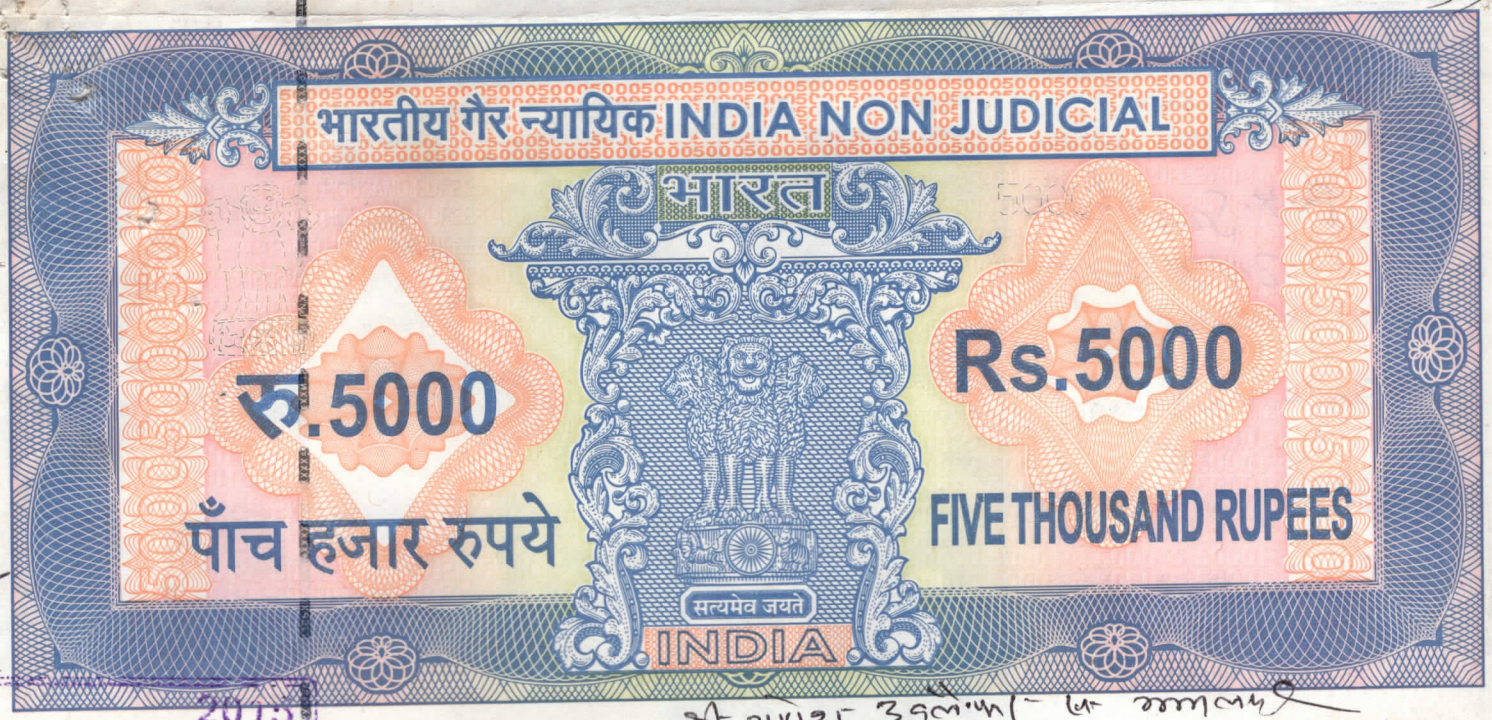
(2) Serial No. 3123 Circle:-:NA Book No. :- 4 Deed No. 34



41 30/03

2015

बिहार BIHAR

20513 16.3.15

A 009550 A 009550

5000

Serial No. 3123 Deed No. 34

17 FEB 2015

उपनिबंधक पदाधिकारी भागलपुर

Syed Aftab Ahmad
Stamp Vender
Court Compound, Bhagalpur
L.No.-7775

Govt. of Bihar
District Registry Office ,Bhagalpur
Summary of Endorsement

This document was presented for registration on 30/03/2015 by Sunita Santhalia
A Stamp Duty of Rs. 10000/- and other Fees of Rs. 1304/- has been paid in it.
The document was found admissible. The Names, Photographs, 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. 34 in Book No. 4, Volume No. 1 on pages from 445 to 452 and has been preserved in total 8 pages in C.D. No. 1 / Year 2015

DEED OF PARTNERSHIP

Signature with Date
(Satyanarayan Choudhary)
Registering Officer, Bhagalpur

Date: 30/03/2015 **Token No: 3379 /2015**

R.K. Santhalia 27/3/15

Sunita Santhalia 27/3/15

THIS DEED OF PARTNERSHIP executed this 27 Day of March, with certain clauses by and between:

1. Smt. **Sunita Santhalia** D/o Sri Pawan Kumar Kariwal, aged about 48 (Forty Eight) years permanently R/o **mohalla Sujagunj, Marwari Tola Lane, P.O. & District - Bhagalpur**- 812002 (Bihar), by faith Hindu, Nationality Indian hereinafter called the **First Party** (Which term and expression shall include and mean his heirs, assigns, legal representatives, successors, administrators etc.) of the **FIRST PART;**

2. Sri **Ratan Kumar Santhalia** S/o Late Satya Narayan Santhalia, aged about 55 (Fifty five) years permanently R/o **Marwari Tola Lane, P.O. & District - Bhagalpur**- 812002 (Bihar) by faith Hindu, Nationality Indian hereinafter called the **Second Party** (Which term and expression shall include and mean her heirs, assigns, legal representatives, successors, administrators etc.) of the **SECOND PART;**

मुख्य न्यायालय अदर न्यायाधीश भागलपुर 12 SEP 2017 भागलपुर (बिहार)

CHECKED

District Registry Office,Bhagalpur

Token Number 3379	Reg. Year 2015	Serial Number	Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Ratan Kumar Santhalia						
Sig.	R. K. Santhalia 30/3/2015						
Presented By	Sunita Santhalia						
Sig.	Sunita Santhalia 30/3/15						
Executant	Sunita Santhalia						
Sig.	Sunita Santhalia 30/3/15						
Identified By	Nitesh Santhalia						
Sig.	Nitesh Santhalia 30/3/15						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2200sop001

WHEREAS Smt. Sunita Santhalia, party hereto of the First Part along with One Sri Krishna Kumar Dokania s/o Late Ganesh Ram Dokania, resident of Aligunj, Banka, P.S & District Banka (Bihar) were carrying on a partnership business under the name & style **M/s Shree Ganesh Developers, Rai Bhadur Sukhraj Rai Path, Bhagalpur** under the deed of partnership dated 03/06/2013 duly registered, vide deed no. 89 , Book IV, Vol. no. 2 , page no. 241 To 248, Token no. 10123 , Serial no. 9571, CD 1 , of 2103 Bhagalpur Registry Office , Bhagalpur.

AND WHEREAS in course of the said partnership business, the other partner, namely Sri Krishna Kumar Dokania has already been retired from the said partnership business, with effect from 01.04.2014, by renouncing and relinquishing his entire share/right, title, interest and possession what so ever in favour of the continuing partner and the said firm, regarding all movables and immovable landed property, situated at Mirjanhat Road, at Dr. Rajendra Prasad Road and at Surya Mohan Thakur Path, Bhagalpur, which have been acquired jointly or severally in the name of the said continuing or retiring, partners and in the name of the said partnership firm what so ever may be, by registered sale deeds no. 4605, 4606, 9934, 4577, 8917 and 8918 and through development agreement and the said lands are duly involved in ganesh enclaves, mirzan hatt and other business, of Shree Ganesh Developers. Besides the above, at the time of the retirement of the said Retiring Partner, one other partner, namely Sri Ratan Kumar Santhalia (Party hereto of the Second Part) had been admitted as incoming partner in the said partnership business on the terms and conditions as mutually agreed between the partners hereto, on the basis of a Deed of Admission cum Retirement dated 22.01.2015: and the said retiring partner has also further authorized to continue the said business under the name and style of the said firm together with the said incoming partner.

AND WHEREAS after retirement of the said outgoing partner (Sri Krishna Kumar Dokania), the said partnership business was/is being carried on continuously, on admitting the said incoming partner (Sri Ratan Kumar Santhalia) as partner in the said business/firm with effect from 01.04.2014 and on the terms and conditions as mutually settle and agreed in between them. The said Retiring partner further hereby confirm/affirm, admit, acknowledge and assign his share, right, title, interest etc. , regarding his above said renouncement and relinquishment, in both movables and immovable property and from all assets and liabilities of the said business/firm, in favour of the continuing partner and the said firm, has signed on this deed as witness, after fully going through the recitals made here in above.

AND WHEREAS due to the above said retirement of a partner and to admit and join other partner in the said partnership firm, with the terms and conditions as set forth herein below, it is expedient and desirable to execute and register a fresh partnership deed, reducing therein, all terms & conditions as mutually agreed in between them :

NOW THEREFORE, THE DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1 That this partnership shall be deemed to have commenced, with effect **from 5th of December 2011 and is continuing as such with some variation and alteration from time to time in writting .**

उच्च न्यायालय अदर न्यायपीठ भागलपुर
22 SEP 2017
भागलपुर (बिहार)

35

2 That the name and style of the partnership firm shall be the same as earlier, known as " **M/s Shree Ganesh Developers ",** having its place of business at **Rai Bhadur Sukhraj Rai Path, Bhagalpur,** which may be changed from time to time with mutual consent of both the partners to this deed.

3 That the Business of the Partnership shall be that of the work as Contractor and Developers in connection with any Building (Real State), Road, Bridge, Cannels, Wells, Dams, Embankment and any other work of any kinds whatsoever and manufacture and deal in articles in connection therewith and also to carry on Business of general merchants, commission agents, and general order supplier and to deal in such other items, goods, articles and /or any other products, that may be further agreed and decided upon the Partnership from time to time.

R.K. Santhalia 23315

4 That the initial partnership capital shall be contributed by the parties according to their capacity, which will carry interest @ 12% per annum or any other percentage as agreed upon by partners. In case if the firm requires more funds than the same shall be brought in by the partners named above, by way of loan from any financial institutions, including Bank(S), private and public sector, at such rate of interest and on any other terms and conditions as mutually agreed upon by the partners hereto from time to time. The rate of interest for such loan contribution can by varied with the mutual consent.

5 That the profit and loss of the partnership business shall be shared by the partners in the following proportion:

Party of the First Part (Smt. Sunita Santhalia)	**50%**
Party of the Second Part (Sri Ratan Kumar Santhalia)	**50%**

Sunita Santhalia 23315

22 SEP 2017

6 That the Bank account accounts in the name of firm shall be opened which shall be operated jointly or severally or subject to any instruction (s) as may be given to bankers from time to time by the firm under the signature of the parties hereto.

7 That the firm can arrange fund through loan from any Private concerns, Financial Institutions or from Commercial Banks.

8 That each partner is entitled to draw such money from their Capital for personal expenses as decided by the mutual consent of the partners to the extent of their capital account balance only.

26

9 That in the best interest of the business of the firm if necessary, any new partner/ partners may be admitted to the partnership firm with such share /shares as would be mutually decided by existing partners.

10 That any of the partners shall be entitled to apply for government subsidy and grants as per the requirement and benefit of the firm if applicable and the amount of subsidy shall be used only for the purpose of Firm's growth.

11 That Land at Mirzanhat road has been introduced as capital by previous partners belongs to the firm and is being used for Ganesh enclaves. The present partners are duly authorized to sign, execute and register sale deed and sale agreement along with proportionate land area to the purchasers.Which holding no-Eighteen, Eighteen a, and Eighteen b and Khata no Six hundred Thirty one (Cho) and Khesra no Nine hundred fifty.

12 That in case of death of any of the partner, the firm shall not stand dissolved but shall be carried on by taking her/his Nominee or Legal Heir with such share /shares as would be mutually decided by the partners if require to be changed.

13 That no partner in case of any dispute amongst themselves be entitled to lockup the business premises, stop the work in progress, restrict the payment by the department concerned and freeze the Bank Accounts of the firm but everything's would be running smoothly and matter of dispute if any would be transferred to the arbitrators, one appointed by each partner, and the decision of the arbitrators will be final and binding on the partners of the firm.

मुद्रा न्यायालय अवर न्यायाधीश प्रथम
22 SEP 2017
भागलपुर (बिहार)

14 That on 31st March of every year, the profit and loss account shall be drawn up and the net profit or loss of the of the partnership so determined shall be duly adjusted in all the parties capital account in the proportion as referred above in clause No. 5.

15 That the regular books of account shall be maintained which shall be open to inspection at all reasonable time to all partners or their authorized representatives who will be free to take copies thereof.

16 That none of the partners, without written consent of the other partners shall, assign, mortgage or changes his share in the assets of the firm, lend money belonging to the firm, or except in the ordinary course of the business.

(a) Carry on the business of the firm to greatest common advantage:
(b) Be just and faithful to the other partner and shall render a true and full information affecting the firm to the other partners or their legal representatives; and.
(c) Pay his separate and private debts relating to his separate business (s) and shall indemnify the other partner and the partnership assets against all proceedings, claims or demand in respect thereof.

P.K. Jain Modi 9, 27/3/15

17 That the Firms may procure fund as Secured or Unsecured Loans from Bank, financial Institution & Private Parties by mutual consent of both the partners.

18 That this partnership business is **AT WILL** and can be dissolved as and when decided by the partners hereto mutually. In case of dissolution of the firm, the net assets whatsoever would be available after meeting out all the business liabilities including loans shall be distributed among the partners in the proportion to their profit sharing ration as referred above in clause No. 5

19 That any partner can retire from the firm by giving at least Two month prior notice and he/she will be entitled for any balance outstanding in the capital account and after making necessary adjustments for profit / losses which shall be due as on the date of his /her retirement.

मुख्य न्यायालय अवर न्यायाधीश प्रभाग
22 SEP 2017
भागलपुर (बिहार)

20 That either of the partners jointly or severally are hereby duly authorized to sign, execute and register any sale deed(s) agreement for sale, or any other legal deeds and document in respect of any project property of the said by firm, wholly or partly as the case may be and to collect payments as behalf of the said firm.

Smita Sinha 27/3/15

21 That in the event of any dispute, or difference of opinion in the matter of interpretation, execution or carrying out the objects and functions of the enterprises, arbitrators shall be appointed and the arbitrators so appointed, if necessary shall appoint an Umpire. The decision of the arbitrators would be binding on the parties to the dispute. The event of any difference amongst them, the decision of the Umpire would be final and binding upon all concerned.

22 That any additions or variations or alterations in the terms of the partnership provided herein may be agreed in writing by the parties hereto without drawing up a fresh partnership in that matter.

23 The provisions of the Indian Partnership Act, 1932, shall apply as regards the matters which are not expressly provided for herein above.

IN WITNESS WHEREOF the parties hereto have signed this Deed of Partnership without any undue influence or coercion and after understanding the context herein in their full sense and have respectively set their hands hereto in token of acceptance of terms and conditions stipulated above in the presence of the following witnesses, at the date and place mentioned above.

मुद्रा न्यायालय अवर न्यायाधीश प्रथम
22 SEP 2017
भागलपुर (बिहार)

Drafted By:
Priranjan Kumar
27/3/15
Regd No 570/86

WITNESSES:

Nitesh Santhalia
S/o R.K Santholia
Marwari Tola Lane
Santhalia Market
Bhagalpur-812002
27/3/15

SIGNATURE OF PARTIES:

1. Sunita Santhalia 27/3/15
(Party of the First Part)

Krishna Kumar Mani
S/o Late Ganesh Pure Dhari
Banka
27/3/15

2. R.K. Santhalia 27/3/15
(Party of the Second Part)

RK Sinha
Comp/Typed By
27/3/15

Endorsement of Certificate of Admissibility

39

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/-**	Amt.Paid By N.J Stamp Paper	**Rs. 5000/-**
Addl.Stamp duty paid under Municipal Act	**Rs. 0/-**	Amt.paid through Bank Challan	**Rs. 6304/-**

Registration Fee

A1	**54**	C	**0**	H1b	**0**	K1a	**0**	Lii	**0**
A8	**0**	D	**0**	H2	**0**	K1b	**0**	Liii	**0**
A9	**0**	DD	**1000**	I	**0**	K1c	**0**	Mb	**0**
A10	**0**	E	**0**	J1	**0**	K2	**0**	Na	**0**
B	**0**	H1a	**0**	J2	**0**	Li	**0**		
							TOTAL-		**1054**

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1304

LLR + Proc Fee	
LLR	0
Proc.Fee	0
Total	0

Service Charge: **250**

Registering Officer
Bhagalpur

Date: 30/03/2015

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Monday, 30th March 2015 by Sunita Santhalia Pawan Kumar Kariwal by profession House Wife. Status - Executant

Sunita Santhalia
30/3/15

Signature/L.T.I. of Presentant

मुख्य न्यायालय अवर न्यायाधीश भागलपुर (बिहार) 22 SEP 2017

Date:30/03/2015

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nitesh Santhalia' age '25' Sex 'M', 'Ratan Santhalia', resident of 'Marwari Tola Lane, Bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 30/03/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 4 Volume No. 1 on pages on 445 -452 , for the year 2015 and stored in CD volume No. CD-1 year 2015 .The document no. is printed on the Front Page of the document.

Registering Officer
Bhagalpur

Date : 30/03/2015

Token No. : 3379 **Year : 2015** **S.No. : 3123** **SCORE Ver.3.0** **Deed No . : 34**

Scanned By
Data Operator