



4K 19133/13

बिहार BIHAR क्रम संख्या 2751 तिथि 27 5 मूल्य 500/ मीट संख्या 19133/13 F 330711  
 Serial No. 18615 Deed No. 402

**Govt. of Bihar**  
**District Registry Office, Patna**  
**Summary of Endorsement**

This document was presented for registration on 28/05/2013 by Awadhesh Prasad Singh - A Stamp Duty of Rs. 10000/- and other Fees of Rs. 654/- 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. 402 in Book No. 4, Volume No. 10 on pages from 322 to 334 and has been preserved in total 13 pages in C.D. No. 2 / Year 2013

Date: 28/05/2013

Token No: 19133 /2013

Signature with Date  
 (Ashok Kumar Thakur)  
 Registering Officer, Patna

**PARTNERSHIP DEED**

This deed of reconstitution of Partnership firm M/s JAI MAHADEV CONSTRUCTIONS is made on .....<sup>th</sup> day of May 2013 where as:-

**AWADHESH PRASAD SINGH**, S/o Late Rameshwer Singh, R/o Vill:- Pharashpur, Post-Mohiuddinpur, P.S- Hilsa, District- Nalanda (Bihar), at present- "Sujata Medico", Manna-Surti Complex, Lohia Nagar, Kankarbagh, Patna-800020, hereinafter being called the party of the **FIRST PART**.

M/s Jai Mahadev Constructions

Partner

RTDS

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Handwritten signature and date: 28/5/13

# District Registry Office, Patna

Token Number 19133

Reg. Year 2013

Serial Number 18615

Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Awadhesh Prasad Singh <i>Signature</i> 28/5/13						
Executant	Abinash Kumar <i>Signature</i> 28/5/13						
Executant	Uday Singh <i>Signature</i> 28/5/13						
Identified By	Jitendra Kumar <i>Signature</i> 28/5/13						
Executant	Awadhesh Prasad Singh <i>Signature</i> 28/5/13						
Executant	Pramod Kumar <i>Signature</i> 28/5/13						
Executant	Taruna Bala <i>Signature</i> 28/5/13						
Claimant	Anju Kumari <i>Signature</i> 28/5/13						

AND

UDAY SINGH S/o- Late Shivanandan Prasad,  
R/O Vill:+Post Raypur Koyal Bigha, P.S- Tharthari,  
District- Nalanda (Bihar), at present B-57, Housing Colony,  
Kankarbagh, Patna-800020 hereinafter being called the  
party of the **SECOND PART**.

Uday Singh  
28/05/13

AND

ABINASH KUMAR S/O Sri Nand Kishore  
Prasad Singh, R/O Plot No- 20A, Adarsh Co- operative  
Colony, PO+PS- Sector-12, Bokaro Steel City, Bokaro,  
Pin- 827012 (Jharkhand) hereinafter being called the  
party of the **THIRD PART**.

Abinash Kumar  
Taruna Bala  
28/5/13

AND

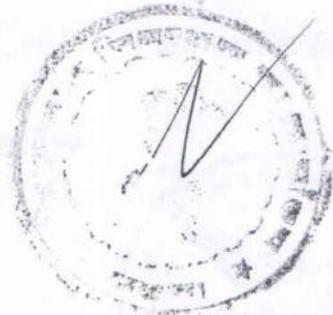
PRAMOD KUMAR S/O Late Parmeshwar  
Dayal Singh R/O, B-57, Housing Colony, Kankarbagh,  
Patna-800020 hereinafter being called the party of the  
**FOURTH PART**.

Pramod Kumar  
28/5/13  
28/5/13

AND

SMT. TARUNA BALA W/o Sri Krishna Kumar  
Singh R/O Ramkrishna Nagar, P.O - Khemnichak, P.S-  
Ramkrishna Nagar, Patna-800027( Bihar).hereinafter  
being called the party of the **FIFTH PART** are carrying on  
business of Builder & developers of residential  
/commercial complexes in term of partnership deed  
executed among them on 16<sup>th</sup> day of June 2010.

Taruna Bala  
28/5/13  
28/5/13



M/s Jai Mahadev Constructions  
Partner

Whereas Party to the First, Third, Fourth & Fifth have other business interest to persue and they are not willing to undertake any future project in this firm including that of Radhe Krishna Enclave at Thana No- 26, Tauzi No- 131, Katha No-26, Plot No-1135 for which development agreement is executed on 8<sup>th</sup> day of April 2013 and construction of which is yet to be commenced.

Whereas in order to have sufficient working hand and to arrange required financial for projects to be undertaken by firm it has been decided to induct three more partners to the firm viz

- 1. **BRAJESH KUMAR SINHA** S/O Late Saryu Prasad Sinha, R/o SBI Building, Main Road, Kankarbagh, Patna-800020, herein after called as party of the Sixth Part
- 2. **ANJU KUMARI** W/o Sri Anjani Kumar, R/O Mahadev Complex, Flat No- 303, New Jaganpura, P.O- Khemnichak, Patna- 800027, herein after called as party of the Seventh Part.
- 3. **RANBIR SINGH** S/O Sri Madan Singh, Vill: Gavaspur, P.O- Jaitiya, P.S- Gaurichak, Patna- 800051, herein after called as party of the Eighth Part.

Upon such terms and condition as herein below mentioned:-

- 1. That the date of commencement of business by the partnership firm shall continued to be 5<sup>th</sup> May 2010

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Tanna Bala  
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Joni Goyali  
28/5/13

Ranbir Singh  
28-5-13  
Sri Madan Singh  
28/5/13

ASRinks  
28/05/13  
Sri Anu  
28/5/13



M/s Jai Mahadev Constructions  
Disu  
Partner

2. That one Partnership deed has already been registered between the partners Sri Awadesh Prasad Singh, Sri Uday Singh, Sri Avinash Kumar, Sri Pramod Kumar & Smt. Taruna Bala bearing Book No. 4, Volume No. 33, Page No. 91 to 100, Deed No. 2495/2010, dated 16.06.2010.

Taruna Bala  
28/5/13

3. That the name of the Firm shall be JAI MAHADEV CONSTRUCTIONS or any other name or names of the partner may decided time to time..

श्रीमान श्री अशोक कुमार  
28/5/13

अशोक कुमार  
28/5/13

4. That the place of business shall be of any place as the partners may decided for time to time with its head office shop no- 5 , Manna Surti Complex , Lohiya Nagar, Kankarbagh, Patna-800020 ( Bihar). Further new office shall be opened at project site at Radha Krishna Enclave at Thana No-26, Tauzi no-131, Khata No-26, Plot No-1135 which shall be designated at branch office & later on converted as head office after the party to first, third, fourth & fifth resign as set out later para of this deed and shall vacate the presently head office.

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श्री अशोक कुमार  
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अशोक कुमार  
28/5/13

5. That the partnership business shall be to carry on business of civil constructions and different nature and scale as they decided from time to time for mutual benefit and it shall deal in cement, iron Rod other construction materials Automotives and Automobiles IF Products and or any other business in addition to or

श्री अशोक कुमार  
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अशोक कुमार  
28/5/13



M/s Jai Mahadev Constructions

*[Signature]*  
Partner

in substitution of the above business as the party of this deed may decided from time to time in the interest of the Firm.

- 6. That the two separate set of books of account shall be mentioned one for existing ongoing project that is project at:-

Mahadev Complex at Jankanpura.

Maa Sheetala Complex ,Dhanki More & another set for other projects.

The receipts and outgoings are to be recorded as far as possible so as to identify with existing project and for other projects. The common expenses for existing project and other project should kept at minimal level and shall to be apportioned with mutual consent and its should not be more than Rupees Twenty Five Thousand per financial year under any circumstances except with the written consent of all the partners.

- 7. The Financial statement shall be drawn for each sets of books of accounts separately in a manner specified below

- a) For other project (i.e. other than going existing project specified above) (as if party to the 2<sup>nd</sup>, 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> are only partners of the firm) Profit / Loss shall be determined first without considering interest on capital, Remuneration to the Partners, The Profit/ Loss calculated shall First be apportioned towards the

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M/s. Jai Mahadev Constructions

Partner

minimum guaranteed payment to party to First third, Fourth and Fifth Part to the extent of Rs 200000.00. The Profit and Loss that remains after paying the guaranteed amount shall be distributed among party to the Second, Sixth, Seventh and Eighth in following manner-

- (i) Interest at the rate of 12% shall be paid on partners capital
  - (ii) Partner shall be paid remuneration subject to ceiling prescribed U/S 40(b) of Income tax Act 1961.
  - (iii) Provision for IT shall be made at the rate of 30.9%
  - (iv) The rest of the Profit shall be equally shared by the party to the Second, Sixth, Seventh and Eighth.
- b) For existing project( As if party to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> 4<sup>th</sup> & 5<sup>th</sup> are only partner of the firm)
- (I) The minimum guaranteed payment shall be credited to the profit & Loss account drawn from separate books maintained and it shall be presumed that it is the only business.
  - (II) The partner shall be paid interest on Capital at the rate of 12%.
  - (III) The partner shall be paid remuneration subject to claiming prescribed under Income tax act 1961.
  - (IV) Provision for Tax shall be made at the rate of 30.9%
  - (V) The rest of the Profit shall be equally shared by the party to the First, Second, Third, Fourth & Fifth.

महेश खन्ना 28/5/13  
 तमना बोस 28/5/13  
 अविनाश 28/5/13

31/5  
 28/5/13

महेश खन्ना 28-5-13  
 अविनाश 28/05/13

अविनाश 28/5/13  
 अविनाश 28/5/13



M/s Jai Mahadev Constructions

अविनाश  
 Partner

- c) If there is Loss as per books separately mentioned and benefit of tax reduction takes place the same shall made available to loss incurring project.
- d) The final Profit & Loss account and balance Sheet shall be drawn consolidating the both financial statement according to normal accounting practice for tax and other statutory purposes.
- 8. All the parties to the deed shall be working partner of the Firm.
- 9. The party of the first, Third, Fourth & Fifth shall resign from the firm upon completion of ongoing existing project for which dead line is fixed 31<sup>st</sup> March 2014. However for any reason project could not be completed it can be extended to Six more months thereafter no extension shall be granted and accounts shall be settled either by paying forthwith with or transferring into Loan Account with predetermined payment period which shall not exceed one year from the date of resignation. The unsold portion of an existing project for the purpose shall be valued at highest price at which unit of that project was sold. Further amount transferred to loan account shall carry interest at the rate of 15 (fifteen) percent per annum.
- 10. The party to the second, Sixth, Seven and Eighth shall carry on business there after as remaining partner to the firm upon term and condition set out of original

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M/s Jai Mahadev Constructions

Partner

partnership deed executed on 16<sup>th</sup> day of 2010 recorded herein after.

- 11. If any liability arises in future with respect to projects at Mahadev Complex at Jakanpura and Maa Sheetala Complex at Dhanki More and party to the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> part have discharged the same for any reason what so ever the same shall be compensated by party to the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> part. Similarly if any liability arises for other projects and party to the 1<sup>st</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> are made liable for any reason what so ever same shall be compensated from party to the 2<sup>nd</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> part.
- 12. As in 5 in original deed.
- 13. As in Point 6 in Original Deed.
- 14. As in Point 7 in Original Deed.
- 15. All the partners shall be working partner of the firm and shall be entitled subject to ceiling prescribed U/s 40(b) of income tax act 1961.
- 16. As in Point 9 in Original Deed.
- 17. As in Point 10 in Original Deed.
- 18. As in Point 11 in Original Deed.
- 19. Besides the existing bank account of the firm new bank account shall be opened under the signature of party to the 2<sup>nd</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> part and shall be operated under the joint signature of any of two partners mentioned as party 2<sup>nd</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup>
- 20. As in Point 13 in Original Deed.
- 21. As in Point 14 in Original Deed.
- 22. As in Point 15 in Original Deed.
- 23. As in Point 16 in Original Deed.

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M/s Jai Mahadev Constructions  
  
 Partner

24. As in Point 17 in Original Deed.
25. The Point No 5 to 9 of this deed are transitory provision and shall override other provision of deed. In case of conflict with other provision of the deed and shall become inoperative after resignation of partners herein before mentioned at point no- 9

**Witnesses :**

1. पितृवन्दु कुमार  
पिता → श्री प्रमोदसिंह  
ग्राम → छक्काग विगटा  
धान → नौखतपुर  
जिला → पटना

2. अनिल कुमार  
पिता - श्री प्रमोद कुमार  
पत्नी - लक्ष्मी देवी किरासा  
ककड़ा बाग मैन (15)  
पटना - 20

**Signature**

अवधेश प्रसाद सिंह 28/5/13  
Awadhesh Prasad Singh

उदय सिंह 28/5/13  
Uday Singh

अबिनाश कुमार 28/5/13  
Abinash Kumar

प्रमोद कुमार 28/5/13  
Pramod Kumar

तरुणा बाला 28/5/13  
Taruna Bala

ब्रजेश कुमार सिन्हा 28/5/13  
Brajesh Kumar Sinha

अंजु 28/5/13  
Anju Kumari

रान्बिर सिंह 28-5-13  
Ranbir Singh

Typed By:-

(Mukesh Prasad)  
C.B.A., Patna

Drafted By

Rupesh Kumar  
Rupesh Kumar  
Advocate  
C.B.A., Patna.



M/s Jai Mahadev Constructions

अंजु  
Partner

### Endorsement of Certificate of Admissibility

under Rule 5 : duly Stamped ( or exempted from or does not require stamp duty ) under the Indian 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. 500/-  
Amt. paid through Bank Challan Rs. 10154/-

Registration Fee		LLR + Proc Fee	Service Charge				
FEE PAID	A1	0 C	0 H1b	0 K1a	0 Lii	0	
	A8	0 D	0 H2	0 K1b	0 Liii	0	
	A9	0 DD	0 I	0 K1c	0 Mb	0	
	A10	0 E	250 J1	0 K2	0 Na	54	
	B	0 H1a	0 J2	0 Li	0	0	
	<b>TOTAL-</b>					<b>304</b>	
	Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -						<b>654</b>
	LLR						0
	Proc. Fee						0
	Total						0
						<b>350</b>	

Date: 28/05/2013

Registering Officer  
Patna

### Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 28th May 2013 by Awadhesh Prasad Singh S/O-Late Rameshwer Singh by profession Others. Status - Executant

*Awadhesh Prasad Singh*  
28/5/13

Signature/L.T.I. of Presentant

Date: 28/05/2013

Registering Officer  
Patna

### Endorsement under section 58

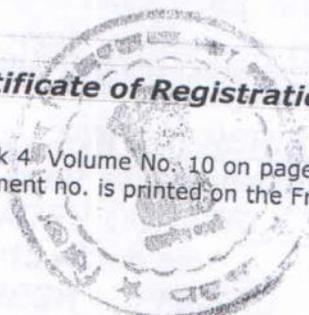
Execution is admitted by those Executants and Identified by the person ( Identified by 'Jitendra Kumar' age '30' Sex 'M', 'S/O-Yamuna Singh', resident of 'Vrindavan Apartment, ps-Kankarbagh, patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 28/05/2013

Registering Officer  
Patna

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 10 on pages on 322 -334 , for the year 2013 and stored in CD volume No. CD-2 year 2013 .The document no. is printed on the Front Page of the document.



Date : 28/05/2013

Token No. : 19133

Year : 2013

S.No. :

18615

SCORE Ver.3.0

Registering Officer  
Patna

Deed No. : 402

M/s Jai Mahadev Constructions

Partner