

Serial No. 150

Deed No. 2



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

This document was presented for registration on **11/01/2017** 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. **2** in Book No. **4**, Volume No. **1** on pages from **11** to **22** and has
been preserved in total **12** pages in C.D. No. **1** / Year **2017**

11/11/2017

Signature with Date
(**Dhananjay Kumar Rao**)
Registering Officer, **Danapur**

Date: 11/01/2017

Token No: 155 /2017

2
11/11

11/11/17

Sanjeev Kumar
11-11-17



DEED OF PARTNERSHIP

This Deed of Partnership executed on this **11th**
January, 2017 (Two Thousand Seventeen) of the
Christian Era.

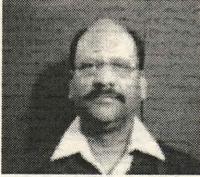
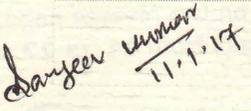
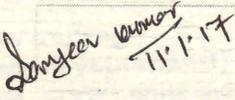
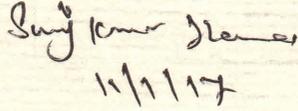
Sub District Registry Office, Danapur

Token Number 155

Reg. Year 2017

Serial Number 150

Deed Number 2

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Sudhir Shankarrao Hiwale						
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.							



Sanjeev Kumar
11/1/17



BETWEEN

MR. SANJEEV KUMAR, Son of Sri Rajeshwar, Age – About 43 Yrs, Occupation : Business, resident of New Bailey Road, P.S. – Danapur, P.O. - Danapur Cantonment, District – Patna in the State of Bihar, PIN – 801503, Indian Citizen, hereinafter called the party of the FIRST PART (Which expression unless it be repugnant to the context and meaning thereof shall include his heirs, legal representatives, executors, administrators and assigns). PAN – AEPPR1404L.

AND

MR. SUDHIR SHANKARRAO HIWALE, Son of Mr. Shankarrao Hiwale, Age – About 51 Yrs, Occupation : Business, resident of Flat No. 602, A-4, Kohinoor Estate CHS, Mulla Road, Khadki, Pune in the state of Maharashtra, PIN - 411003, Indian Citizen, hereinafter called the party of the SECOND PART (Which expression unless it be repugnant to the context and meaning thereof shall include his heirs, legal representatives, executors, administrators and assigns). PAN – AAGPH0519M.

WHEREAS, the party of the First and Second part have decided to join the hands for carrying on the business of the partnership shall be that of Constructions/promoter/builder/Developer of flats, Shop, Office, apartments, villas, bungalows, malls, duplex, triplex, service apartments, land dealing, and or real estate developments/sale, purchases of land and such other activities as may be incidents to the main business or any other business that may be mutually agreed upon by and between the partners from time to time.

AND WHEREAS, party of the First and Second Part are desirous to come together and carry on the business in partnership.

AND WHEREAS, the parties are desirous of embodying the terms and conditions of their Partnership, in a Deed of Partnership, this Deed witnessed as under.



Handwritten signature in black ink, possibly reading 'Sanjeev Kumar'.

Handwritten text in black ink, possibly a date or reference number: '15-1-11' and 'दस्तावेज विभाग'.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1] FIRMS NAME :

The name of the partnership business shall be "ABODE INFRASTRUCTURE" Both the parties 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] BUSINESS :

The business of the partnership shall be that of land dealing, Constructions/promoter/builder/ Developer of flats, Shop, Office, apartments, villas, bungalows, malls, service apartments and or real estate developments/sale, purchases of land and such other activities as may be incidents to the main business or any other business that may be mutually agreed upon by and between the partners from time to time.

3] REGISTERED OFFICE OF THE FIRM :

The registered office of the partnership business shall be at New Bailey Road, P.S. – Danapur, P.O. Danapur Cantonment, District – Patna in the State of Bihar, PIN – 801503 or at such other place or places that the partners hereto may decide from time to time. The partnership shall also be entitled to carry on its business at any other place or places that may be mutually agreed upon by and between the parties hereto from time to time.

4] COMMENCEMENT OF THE PARTNERSHIP:

The partnership business shall commence on at will.

5] DURATION OF PARTNERSHIP:

The duration of the partnership shall be 'at will'. Any partner may retire from the firm by giving three calendar months notice in writing of the intention to do so. On the expiration of the notice period, the partner giving notice shall retire and the business of the firm shall be continued by the continuing partner by taking new partner/partners. Any contingencies accruing till the date of retirement shall be joint liability of both the partners.



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Handwritten text '11-1-11' and 'महेश्वर नरसिंह'.

In the event of the retirement or death of any of the partner, the partnership business shall not be discontinued but shall be carried on by the continuing/surviving partner by himself by taking a legal heir of deceased, new partner/partners on the terms and conditions, as may be agreed upon at that time. The shares of the retiring/deceased partner shall be paid to him or his legal heirs, executors within a reasonable period not exceeding Six Months.

6] **ADMISSION OF NEW PARTNER:**

The partners may admit any other person as a partner in the partnership firm, if required.

7] **TERMINATION:**

On the termination of the partnership, the parties hereto shall cause full accurate inventory to be prepared of the affairs of the partnership taking into account all the liabilities, existing or contingent. 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 residue, if any shall be divided amongst the partners in proportion in which they are entitled to share the profits.

8] **REMUNERATION TO PARTNERS:**

The firm shall pay the salary/remuneration to the working partner as per availability of the profit of the firm with in 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 and all partners shall decide about the quantum of salary or waiver thereof. All Parties will be the working partners of the firm being actively engaged in the conduct of day to day affairs of the business of the firm, by devoting his time and attention as the circumstances and business needs may require (herein after referred to as "Working Partner") shall be paid maximum remuneration as under:



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The total remuneration payable to the working partner 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 thereof from time to time.

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

A] On the First ₹3,00,000/- of Book profit ₹1,50,000/- or at the rate of 90% of the Book profit whichever is more.

B] On the balance of the Book profit at the rate 60%

The term "Book Profit" means the 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 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 decide to a lower amount than as computed above as the total remuneration to be paid to all partners.

Such total remuneration shall be paid to the working partner in the following manner.

Name of the Partner	% in the Working remuneration
MR. SANJEEV KUMAR	50%
MR. SUDHIR SHANKARRAO HIWALE	50%

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

9] INTEREST TO PARTNERS:

i. It is agreed by and between the partners hereto that simple interest at the rate of 12% p.a. or at rate prescribed under Sec 40(b)(iv) of the Income Tax Act, shall be payable by 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.



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Sanjeev Kumar
11-1-17



ii. 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.

10] SHARE OF PROFIT AND LOSSES:

The net profit/loss shall be shared by and between the parties hereto in the following proportion:

Name of the Partners	% in the Share
MR. SANJEEV KUMAR	50%
MR. SUDHIR SHANKARRAO HIWALE	50%

11] ACCOUNTING YEAR:

The accounts of the partnership shall be maintained according to financial year ending on 31st day of March each year

12] ACCOUNTS OF THE FIRMS:

Proper books of account of the partnership business shall be kept and maintained and the partners shall have free access to and right to inspect and copy of the said accounts from time to time either personally or through any other person authorized by any of them in writing to inspect the books of account, etc.

The accounts of the firm shall be closed at the end of the March of every year. As soon as practicable after the completion of each accounting shall be binding on the partners except for any manifest error which shall be rectified within a reasonable period not exceeding three months.

At the end of each accounting year, the profits or losses of the partnership business shall be ascertained after allowance is made for depreciation, office expenses, allowances and other contingencies and the share of each partner shall be adjusted to his individual account.



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Handwritten signature and date: Sanjeev Kumar 11-11-17

13] CAPITAL:

That the initial capital of the firm shall be invested proportionately as per requirement / need by both the parties. However if further capital is required the partners in such proportion as mutually agreed by themselves shall provide the same. Further each party, with the consent of the other shall be entitled to withdraw from the firm any amount from time to time his credits in the books of the firms.

The increase in the capital of the partnership shall be contributed by the partners may be mutually agreed upon from time to time with the mutual consent of all partners. Firm may also raise funds for the business from any bank or other institution or persons by way of loans, cash credits, etc.

14] WITHDRAWALS:

The withdrawals of partners shall be as mutually agreed upon by and between them.

15] BANKERS:

The bank account shall be opened in the name of the firm and shall be operated as per written mutual consent between the partners from time to time.

16] The partnership business shall be carried on with mutual will and harmony. Each partner shall be loyal, faithfully and obedient to the other partner in partnership dealings. Each partner shall:

A] Punctually pay his separate debts and indemnify the other partner and the assets of the firm against the same and all expenses in account thereof.

B] Part with or pay all the money, cheque and negotiable instrument received by him on account of the firm into the bank to firm's name.



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Handwritten text in black ink: 'Sanjeev Kumar 11-1-17'.

C] Be just and faithful to the other partner and at all times give to the other partner full information and truthful explanation of all the matters in any way relating to the affairs of the partnership and afford every assistance in his power in carrying on the business of the firm to mutual advantage.

D] In case of difference of opinion in the functioning of the business, decision taken by majority of partners as per share holding ratio held by them on the day of voting shall be final and binding upon all the partners.

17] No partner shall without the consent of the other:

a] Lend money of the firm or deliver upon credit any goods of the firm to any person except in the ordinary course of business.

b] Give any security or promise for the payment of money or money on account of the firm except in the ordinary course of the business.

c] Enter into any bonds or become bail or surety or security for any person or knowingly cause to be done anything whereby the partnership property may be endangered.

d] Mortgage or charge his share in the assets or profits of the firm

e] Draw, accept or endorse any bill of exchange or promissory note or notes on account of the firm except in the ordinary course of the business.



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Sanjeev Kumar
11-1-17

18] If any partner shall:

- a] commit breach of any of the provisions of this indenture or;
- b] become physically or mentally unfit to attend to business or;
- c] commit any act of bankruptcy; or
- d] commit any criminal offence ; or] do or suffer any act, which would be a ground for dissolution of the partnership by the court, then any partner may within One Calendar months on becoming aware thereof; by notices in writing dissolve the firm.

19] ARBITRATION:

All disputes and difference, whatsoever which shall arise either during the partnership or afterwards between the partners or their legal representatives touching these presents or the construction or application thereof or any clause or thing therein contained or any account, valuation or division of assets, debts or liabilities to be made hereunder or as to any other matter in any way relating to the partnership the affairs or duties of liabilities of any person under this Indenture shall be referred to Arbitration subject to the Indian Arbitration Act or any statutory modification thereof for the time being in force in India.

20] AMENDMENT AND MODIFICATION:

It has been agreed by and between the partners that any of the terms of the partnership including the provision regarding payment of remuneration and interest to partners can be modified by executing supplementary deed of partnership and same shall form part of the deed of partnership.

21] That this partnership will be always subject to the Partnership Act, 1932.



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Sanyeev Kumar
11-1-17

IN WITNESS WHEREOF all the parties hereto have agreed the above partnership deed and have set and subscribed their respective hands the day and the year first hereinabove written.

WITNESSES :

1. Siraj Kumar Sharma
s/o Suresh Sharma
Famoluddin Chowk,
Ichangaul, Patna
Bihar - 801105
11/01/2017

Sanjeev Kumar
11-1-17

SIGNATURE OF THE FIRST PART
(MR. SANJEEV KUMAR)

2. Ramesh Kumar
s/o Om Prakash
Srinagar, Road no-4
Anslyana
Patna - 800025
11/01/17

Sudhir
11/1/17

SIGNATURE OF THE SECOND PART
(MR. SUDHIR SHANKARRAO HIWALE)

This Deed of Partnership is drafted by me as per the instructions given by the Parties.

Typed By: -

Saur

Subodh Kumar

Subodh Kumar (Advocate)

M.Sc.(IT), LL.B.
Enrollment No. 1717/09

Patna High Court, Patna

PR[®]PERTY
DOCUMENT CENTRE
MOBILE - 9334167775
8877444499

Sanjeev Kumar

Saur



Sanjeev Kumar
11/1/17
हस्ताक्षर

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/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Adtl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 11500/-

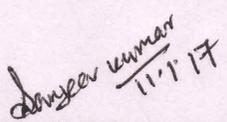
Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	500
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	1000	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										1000		
	Total amount paid (Reg. fee+LLR, Proc+Service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


Registering Officer
Danapur

Date: 11/01/2017

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Wednesday, 11th January 2017 by Sanjeev Kumar Rajeshwar by profession Business. Status - Executant


11/1/17

Signature/L.T.I. of Presentant

Date:11/01/2017


Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Suraj Kumar Sharma' age '32' Sex 'M', 'Suresh Sharma', resident of 'Jamaluddin Chak,danapur,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 11/01/2017


Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 4 Volume No. 1 on pages on 11 -22, for the year 2017 and stored in CD volume No. CD-1 year 2017 .The document no. is printed on the Front Page of the document.

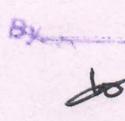
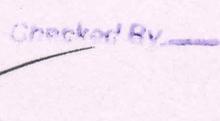


Date : 11/01/2017


Registering Officer
Danapur

Token No. : 155 Year : 2017 S.No. : 150 SCORE Ver.4.1 Deed No. : d No. : 2

SCANNED

By  Checked By 

1/11/2017


 सत्यमेव जयते
 भारत निर्वाचन आयोग
 गृहचाल पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ZJS1578970




सुरज कुमार शर्मा

Elector's Name Suraj Kumar
Sharma

पिता का नाम सुरेश शर्मा

Parent's Name Suresh Sharama

लिंग / Sex पुरुष / Male
 जन्म तिथि / Date of Birth 15/03/1988

ZJS1578970

पता जमालुद्दिन चक
 भद्र/गाँव - नौरतनपुर,
 अंचल - दानापुर,
 जिला - पटना, 801105

Jmaluddhin chak
 Town/Vill -
 Nauratanapur,
 Anchal - Danapur,
 Distt. - PATNA,
 801105

दिनांक / Date 13/04/2013


 186, दाएँ की ओर निर्वाचन क्षेत्र के निर्वाचन अधिकारी की अनुमति

यदि पता बदलना हो तो निर्वाचन आयोग के कार्यालय में आवेदन करके नाम परिवर्तन का प्रस्ताव देना होगा।
 If there is a change in address, mention this card no. in the relevant form for including your name in the roll at the changed address and to obtain the card with the same number.

253/948

Suraj Kumar Sharma
 11/01/2017

IDENTIFIER



अन्दर मो०/- शब्दों में (रु०) मात्र।

चतुर्थ प्रति
(जमाकर्ता हेतु)

(4)

बिहार सरकार

निबंधन विभाग

गैर मानक

दस्तावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम/पता (जिसकी ओर से जमा किया जा रहा है) MIR. SANJEEV KUMAR
Danapur Dist. Patna
2. दस्तावेज का प्रकार : Partnership
3. निबंधन कार्यालय : Sub Registry Office, Danapur
4. बैंक का नाम एवं शाखा : State Bank of India, Danapur Branch
5. भुगतान की जानेवाली राशि का विवरण :

भुगतान का मद एवं शीर्ष	रकम	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02 स्टाम्प गैर न्यायिक लघु शीर्ष-103-दस्तावेजों पर स्टाम्प शुल्क लगाना-उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई - 75.49 सकल प्राप्तियाँ विपत्र कोड - R0030021030001, A/C No. - 10963226537	10000/-	10,000/-
निबंधन शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष-03 पंजीकरण शुल्क, लघु शीर्ष-104-दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष-0001, प्राथमिक इकाई 75.49 सकल प्राप्तियाँ विपत्र कोड - R0030031040001, A/C No. - 10963226576	1000/-	1000/-
भूस्वामी शुल्क-मुख्य शीर्ष - 0029 भू राजस्व लघु शीर्ष - 800 - अन्य प्राप्तियाँ - उप शीर्ष - 0006-अन्य मदें - प्राथमिक इकाई - 75 49 भूमि निबंधन शुल्क से आय विपत्र कोड - R0029008000006, A/C No. - 10963226598	-	-

कुल राशि शब्दों में - Rupees

कुल योग 11500/-

स्थान : Danapur

तारीख : 11 - 1 - 2016

* चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

* चेक/ड्राफ्ट की राशि अन्तर्लिखित होने के पश्चात् ही मान्य होगी

FOR USE OF THE BANK

स्कॉल नं०..... तारीख..... उपर्युक्त कालम

संख्या 05 में दिए गए विवरण के अनुसार रु०..... / शब्दों में.....

..... रुपये प्राप्त किया।

प्राधिकृत पदाधिकारी का

हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज * जमा करने का विवरण

एस्को लेखा सं० A/C No. - 30978446198, जमा करने की तिथि: बैंक स्कॉल सं०.....

राशि - रु० 500/- /- बैंक की प्राप्ति एवं मुहर

* (दस्तावेजों के पृष्ठों की संख्या +2) X रु० 25/-

9371149702