Serial No. 1310 Circle:-NA Book No. :- 4 Deed No. 10

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR 2014

12140
09/02/15

प्रभात कुमार केजरीवाल सा० सेन्ट्रल जेल रोड तिलकामांझी, भागलपुर
5000x1= 5000/- (पाँच हजार रुपया मात्र)

A 013574

Serial No. 1310

31 DEC 2014

कोषागार पदाधिकारी
भागलपुर

Deed No. 10

सुधीर कुमार
मुद्रांक विक्रेता
अनुज्ञप्ति सं-08/20
कचहरी, भागलपुर

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

This document was presented for registration on 10/02/2015 by Prabhat Kumar Kejriwal
A Stamp Duty of Rs. 10000/- and other Fees of Rs. 1345/- 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. 10 in Book No. 4, Volume No. 1 on pages from 149 to 158 and has been preserved in total 10 pages in C.D. No. 1 / Year 2015

Signature with Date
(Satyanarayan Choudhary)
Registering Officer, Bhagalpur

Date: 10/02/2015 Token No: 1428 /2015

SCROLL CHECKED

DEED OF PARTNERSHIP

1. **Name & Address of the Executants:**

1.**Shri Prabhat Kumar Kejriwal**, son of Late Atmaram Kejriwal, resident of Netaji Subhash Chandra Bose Marg (Central Jail Road), Tilkamanjhi in the Town and District of Bhagalpur P.S.: Tilkamanjhi

District Registry Office,Bhagalpur

Token Number 1428	Reg. Year 2015	Serial Number	Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Amit Kejriwal						
Executant	Dolly Kejriwal						
Presented By	Prabhat Kumar Kejriwal						
Executant	Prabhat Kumar Kejriwal						
Executant	Rachana Kejriwal						
Identified By	Mahendra Yadav						

Sig. Amit Kejriwal 10/02/2015

Sig. Dolly Kejriwal 10/2/15

Sig. 10/2/2015

Sig. 10/02/2015

Sig. Rachna Kejriwal 10-02-15

Sig. महेन्द्र यादव 10/2/92

by Profession: Business by Caste-Hindu, here-in-after called the **1st Party;**

AND

2. **Shri Amit Kejriwal**, son of Late Deoki Nandan Kejriwal, resident of Netaji Subhash Chandra Bose Marg (Central Jail Road), Tilkamanjhi in the Town and District of Bhagalpur P.S.: Tilkamanjhi by Profession: Business, by Caste-Hindu, here-in-after called the **2nd Party;**

AND

3. **Smt. Rachana Kejriwal**, wife of Prabhat Kumar Kejriwal, resident of Netaji Subhash Chandra Bose Marg (Central Jail Road), Tilkamanjhi, in the Town and District of Bhagalpur P.S.: Tilkamanjhi, by Profession: Business, by Caste- Hindu, here-in-after called the **3rd Party;**

AND

4. **Smt. Dolly Kejriwal**, wife of Amit Kejriwal, resident of Netaji Subhash Chandra Bose Marg (Central Jail Road), Tilkamanjhi in the Town and District of Bhagalpur P.S.: Tilkamanjhi by Profession: Business, by Caste-Hindu, here-in-after called the **4th Party**

2. Whose Favour: - Themselves

3. Nature of Document:- Deed of Partnership

4. Valuation :- As per Accounts

5. Property:- Business Styled "**BHAGWATI CONSTRUCTION**" at Bhagalpur.

WHEREAS the Parties hereto are carrying on a partnership business of **Real Estate Developers, Builders and Plotters** under the name and Style of **"BHAGWATI CONSTRUCTION"** at Bhagalpur or in any other Town as mutually agreed upon from time to time among the Partners in Partnership on the terms and conditions **on and from 1st Day of August,2011** under a registered deed of partnership dated 14th day of September 2011 vide deed no. 922, token no. 14141, serial no. 14058, book no. 4, volume no. 10, CD No. 2 of Bhagalpur Registry Office, Bhagalpur.

And whereas in course of the above said partnership business, due to certain vagueness in partnership deed, the above said partners of the firm felt inconvenience to act properly and therefore it is necessary to clarify the ambiguity by amending / altering the terms of the said deed, as such it is necessary to execute and register a fresh partnership deed in this regard on the same terms and conditions by inserting additional terms and by removing the ambiguities made earlier in the said partnership deed.

IT IS HEREBY MUTUALLY SETTLED,AGREED AND DECIDED AS FOLLOWS :-

1. That the parties hereto are partners and are carrying upon the business styled "**Bhagwati Construction**" at Bhagalpur **in Partnership since 01.08.2011**.

2. That the partnership continues to be a partnership –at will terminable at the option of either party by giving one month`s notice in writing to the other partners or leaving such a notice at the principal place of business, but if a partner gives a notice of dissolution and remaining other partners want to continue the said business, in that case such a notice of dissolution will be treated as a notice of retirement so far he is concerned. A Partner may retire from the partnership by giving a months notice ,but the formalities of such a notice regarding dissolution or retirement may be waived and the firm may be dissolved and a partner may retire at any time with the mutual consent of all the partners.

3. What ever, amount stands to the credit of a partner carried forward from the previous Books of Account will be treated as the initial capital of the partner and if any further capital will be needed to carry on the business,the same will be contributed by or arrangement for from others by the partners in such proportion as may be agreed upon between them from time to time.

4. That **whatever amount stands to the credit of a partner with yearly rests will carry interest @ 12% per annum** ,irrespective of Profit or Loss of the firm.The Rate of Interest may be decreased ,suspended or totally waived as the partners may decide from time to time or as may be prescribed by Sec.40(b) of the I.T. Act,1961 or any amendment,which may be enforced in the relevant financial year shall be payable to the partners hereof of the First, the Second, the Third and Fourth parts on the amounts standing to the

credit of the said partners. Such interest shall be calculated and credited to the account of the aforesaid partners at the close of the accounting year.

5. That the shares of the partners in all profits,gains or losses of the firm will be equal i.e,**1/4th Share to each partner**.

6. That the First and Second Party i.e., the parties hereto of the First and , Second part agree to be the working partners and promised to devote their time, energy and attention to the business of the partnership firm and for working in the partnership firm, they shall be entitled to draw remuneration as under:

i) That the **Yearly Remuneration payable to the partners** i.e., the parties hereof the First, the Second parts shall be calculated on percentage of income for each accounting period as per law as mutually agreed in between the partners :-

ii) For the purpose of above calculation ,Book Profit shall be computed as defined in explanation 3 to Sec. 40(b) of the Income Tax Act ,1961 or any other applicable provision as may be enforced for the Income Tax Assessment of the partnership firm for the relevant accounting Period;

iii) That the said parties i.e.,the parties hereof the First, and Second parts shall not be entitled to draw any remuneration in the accounting period in which the partnership has suffered loss on the basis of Book Profit as computed under the provisions of the Income Tax Act,1961 referred to in (ii) above.

iv) That the said parties i.e.,the parties hereof the First and the Second Parts shall be entitled to reduce the above remuneration as may be mutually agreed upon between the partners. The Parties hereof First and the Second Parts may also agree to revise the mode of remuneration as may be mutually agreed to by and between the partners from time to time.

v) That the Remuneration payable to the above said partners i.e,parties here off the First and ,Second Parts shall be credited to their respective accounts at the close of the accounting period,when the final accounts of the partnership are made up and the amount of Remuneration shall fall due to them on determining the same in the manner referred to here-in-above.

vi) That Proper Books of Accounts will be maintained at the principal place of business, which will be open to inspection by

the partners or by any one or more of them during business hours and each partner will be entitled to take copies of or extracts from the same.

vii) That no Partner will during the continuance of this partnership except with the mutual consent in writing of the remaining other partners do either of the following:

a. Enter into any speculative transactions with the funds of the partnership.

b. Assign, mortgage ,charge or encumber or transfer his share in Partnership.

c. Admit a liability against the firm in a suit or proceedings

d. Acknowledge a debt against the firm so as to extend the period of limitation against the firm

e. Withdraw, compromise or refer to arbitration any suit or proceeding between the partnership firm and a third party.

viii) That at the end of each accounting year either on financial date or on any auspicious date or on such other date as may be found to be convenient from time to time ,a general account of all assets, liabilities and transactions of the firm will be taken and Profit or Loss determined after providing for all outgoing expenses including interest payable to or receivable from a partner and also the remuneration payable to partners as mentioned above and such Net Profit or Loss will be divided among the partners according to the shares enumerated above.

IX) That each Partner will be entitled to endorse, negotiate and give valid Discharge for all cheques, hundies, promissory notes, Bill of Exchange and other negotiable instruments in the name of the firm from banks or other persons either on hypothecation of stock in trade or other goods belonging to the firm or otherwise with or without any security for the purpose of carrying on the business of the firm.

X) That is may also be clear herein that the abovesaid partnership firm can obtain loan and advances from any public / semi public and private sector and from any bank under the joint signature of two partners, namely, Mr. Prabhat Kumar Kejariwal party hereto of the first part and Mr. Amit Kejriwal part hereto of the second part. And they shall execute, sign and register if so

required, any deeds, documents, papers relating to the said loans / advances including the documentation of the bank and to create charge / mortgage / lien, etc of the properties / assets of the partnership firm / partners and any such acts,deeds and things related to the above said loans and advances shall be binding

XI) That prior to the execution of this deed of partnership, any documentation, deeds, papers, applications, etc. signed and filed by any of the partner hereto for and on behalf of the abovesaid partnership firm during the continuation of the firm, the same are hereby acknowledged and admitted by the partners hereto and are binding on them

XII) That the abovesaid partnership firm if so desire also start or indulge in other business(s) then that stated herein above in the same name and style and in the name of any subsidiary firm of the abovesaid partnership firm on the same terms and conditions of this parent deed of partnership.

XIII) That all disputes amongst the partners regarding their respective rights and liabilities will be referred to one or more arbitrators selected by the parties and the award of such arbitrator or arbitrators will be final and conclusive in respect of points referred to them and no partner on account of any dispute what-so-ever will be entitled to freeze banking account in the name of the firm or to close up or lock up the business of the firm or business premises of the firm .The Business under such Circumstances will be carried on with remaining other partners till the dispute is finally decided by the Board of Arbitrators.

XIV) That this Partnership will not be dissolved with death,insolvency ,retirement or expulsion of a partner. On the Death of a partner, the business will be carried on by the remaining other partners with the legal representatives of the deceased partner, who will automatically become partners in place of such partners and also in case of insolvency, retirement or expulsion of partner, the share of such partner will be taken over by the remaining other partners who will carry on the old business as usual without, the firm being dissolved and Profit or Loss upto the date of such retirement, expulsion insolvency or death of a partner will be find out and credited or debited to the account of such deceased, retiring, expelled or insolvent partner. In determining the Profit & Loss upto date Bids from all the Partners for the Real estates of the Firm will be

invited and in case of the bid of continuing Partners being up to 90% of the bid of the outgoing Partner the value offered by the continuing partners will be taken as the present value of the real estate and the Profit /Loss arising on revaluation will be taken into account in computing the Profit/Loss up to date and the continuing partners will takeover the whole business stock lock and barrel. But, if the bid of outgoing Partner is more than 10% of the bid of the continuing Partners than the outgoing Partner should exercise his bid at the offered Price. The successful purchaser will pay in Six equal monthly installments starting from the date of settlement. Interest @ 15% p. a will be paid on the daily balances of the outstanding amount of the successful purchaser. But, nothing by way of goodwill of the firm will be paid to such deceased ,expelled ,insolvent,or retiring partner.

XV) That the parties hereto can open and operate Bank account or accounts jointly by a combination of the two partners with the consent of the remaining partners subject to the condition on composition of the executing partners as under:

a. Either of the First Party or Third Party and;
b. Either of the Second Party or Fourth Party

XVI) That New Projects can be taken up only with the consent of all the Partners;

XVII) That Purchase/Sale Agreement or Conveyance of Purchase/ Sale can be executed jointly by a combination of the two partners with the consent of the remaining partners subject to the condition on composition of the executing partners as under:

a. Either of the First Party or Third Party and;
b. Either of the Second Party or Fourth Party

XVIII) That each partner will be entitled to carry on his separate business either as proprietary concern or in a partnership with others or with same partners of the firm.In the same kind or in any other kind,in the same commodity or commodities and this firm will save no connection with the assets and liabilities or profit or loss of the old firm.

XIX) That the provisions of the Indian Partnership Act of 1932 so far as these have not been varied in this Deed will apply apply to this partnership and each partner is both a principal for himself

and an agent for the remaining other partners as has been laid down in Section 4 of he Indian Partnership Act and each partner doth hereby ratify an agree to ratify all such acts and deeds done by a partner in carrying on the business of the partnership firm.

IN WITNESS WHERETOF the parties hereto of the First, Second,Third and,Fourth Parts hereunto set their hands in presence of witnesses on the day, month and year first above written.

Witnessed by:

1. महेन्द्र यादव 10-2-15
पं० स्व० मुसाल यादव
सा० नेताजी सुभाष चन्द्र बोस रोड
भागलपुर

2. Narendra Ra
S/o. Sri Arjun Ra
Ishakchak
BHAGALPUR
10/02/2015

Drafted by

Niranjan Kumar
10/2/15 Advocate
Regd No- 570/86

Ramankr Sinha
Comp. Typed by
Raman Kr. Sinha
Bhagalpur. 10/2/15

10/2/15

Rachna Kejariwal
10-02-15

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. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 6345/-

Registration Fee

A1	45	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-	1045

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1345

LLR + Proc Fee		Service Charge
LLR	0	300
Proc.Fee	0	
Total	0	

Registering Officer
Bhagalpur

Date: 10/02/2015

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Tuesday, 10th February 2015 by Prabhat Kumar Kejriwal Atmaram Kejriwal by profession Others. Status - Executant

10/2/2015

Signature/L.T.I. of Presentant

Date:10/02/2015

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Mahendra Yadav' age '47' Sex 'M', 'Musai Yadav', resident of 'Netaji Subhash Chandra Bose Marg(Central Jail Road), Tilkamanjhi, Bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 10/02/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 4 Volume No. 1 on pages on 149 -158 , 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 : 10/02/2015

Token No. : 1428 Year : 2015 S.No. : 1310 SCORE Ver.3.0 Deed No . : 10