

Referred mention

Serial No. 8077 Circle: NA

Book No. :- 4 Deed No. 680

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

8220/15

बिहार BIHAR

Serial No. 8077

Handwritten notes and signatures: 8/8/15, 8041, (804171), Deed No. 680, 24/08/15, 14/27/15, 24/08/15, 33/08/15, Govt. of Bihar, District Registry Office, Patna, Summary of Endorsement, MS

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

This document was presented for registration on 08/08/2015 by Kundan Kumar. A Stamp Duty of Rs. 10000/- and other Fees of Rs. 1475/- has been paid in it. The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the participants and their Identifier, who have admitted execution before me, are affixed on the reverse page. The document has been registered as Deed No. 680 in Book No. 4, Volume No. 16 on pages from 182 to 192 and has been preserved in total 11 pages in C.D. No. 3 / Year 2015

Signature with Date (Prashant Kumar) Registering Officer, Patna

Date: 08/08/2015

Token No: 8220 /2015

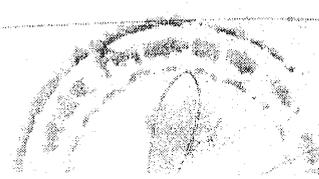
SCANNED

Handwritten signature

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made and entered into at 08th Day of August 2015, between

Handwritten signature: Kundan Kumar 8/8/15



Handwritten notes and signatures at the bottom right.

Digital Registry Office Patna

Deed Number 8220

Reg. Year 2015

Serial Number 8077

Deed Number 680

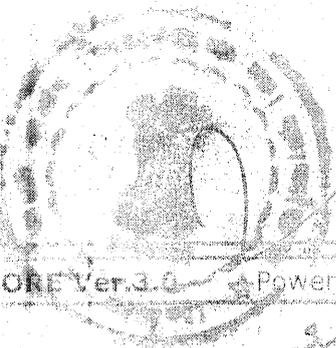
Type	Name	Photo	Thumb	Index	Middle	Ring	Little
cutant	Kundan Kumar						
cutant	Kundan Kumar	N/A	N/A	N/A	N/A	N/A	N/A
cutant	Pramod Kumar						
cutant	Rajiv Ranjan						
cutant	Arvind Kumar						

*Kundan Kumar*  
8/8/15

*Kundan Kumar*  
8/8/15

*Pramod Kumar*  
8/8/15

*Rajiv Ranjan*  
08-08-2015



*Pramod Kumar*  
8/8/15

(1) SRI KUNDAN KUMAR s/O SRI UPENDRA SHARMA, B-34, ROAD NO 4, MAGISTRATE COLONY, ASHIYANA NAGAR, PATNA 800025 hereinafter referred to as the party of the FIRST PART; (which expression shall mean and include his legal heirs, executors, successors administrators and assigns)

(2) SRI RAJIV RANJAN S/O LATE RAJENDRA SINGH , B-34, ROAD NO 4, MAGISTRATE COLONY, ASHIYANA NAGAR, PATNA 800025 hereinafter referred to as the party of the SECOND PART; ( which expression shall mean and include his legal heirs, executors, successors, administrators and assigns).

AND

(3) SRI PRAMOD KUMAR S/O SRI BHAGWAN DAS, TARACHAK DANAPUR, PATNA hereinafter referred to as the party of the THIRD PART; ( which expression shall mean and include his legal heirs, executors, successors, administrators and assigns).

*Pramod Kumar  
8/8/15*

WHEREAS the FIRST Part SECOND Part and the THIRD Part have agreed upon to join their resources, skill and efforts for mutual benefit AND WHEREAS the parties have mutually agreed to start a business of Building construction, Civil Construction, any other Contract work, Trading Business, Sale purchase and any other business at B-34, ROAD NO 4, MAGISTRATE COLONY, ASHIYANA NAGAR, PATNA 800025 or such other place or places as all the partners may decide from time to time.

*Detail Dream Homes  
Kundan Kumar  
8/8/15  
Partner*

AND WHEREAS the parties hereto have deemed it expedient to reduce into writing and desirous of recording the terms and conditions governing their relations inter se.

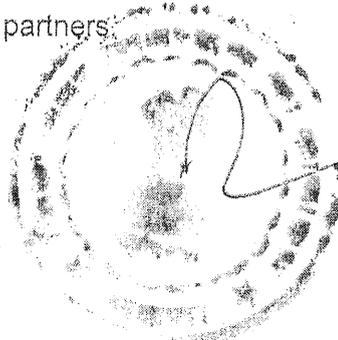
NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that they have become partners and joined in partnership in their free will upon the terms and conditions hereinafter expressed as under.

*R. Swarnan  
8-8-2015*



## NOW THIS DEED WITNESSETH AS FOLLOWS:

1. **NAME:** The name and style of the firm of Partnership shall be **BALAJI DREAM HOMES** The partners shall be entitled to carry on this or any other business, as mutually agreed under any other name and/or names as may be agreed upon mutually from time to time with the consent of both the partners.
2. **COMMENCEMENT:** The partnership firm shall be deemed to have commenced business on and from 08<sup>TH</sup> day of August 2015.
3. **BUSINESS:** The partnership business of Building construction, Civil Construction, any other Contract work, Trading Business, Sale purchase and any other business agreed by partners. The Partners with the mutual consent of both the partners may modify, alter, increase or decrease the scope of partnership business in future.
4. **PLACE :** The partnership firm shall have a Head Office at B-34, ROAD NO 4, MAGISTRATE COLONY, ASHIYANA NAGAR, PATNA 800025, Bihar and may open a branch office / offices / Representative Offices at such places as the partners deems fit with the mutual consent of all the partners, in their absolute discretion, in any part of India. The Partners may with mutual consent of all the partners change the Place of the Head Office of the Firm.
5. **DURATION:** The duration of the partnership shall be "AT WILL" but in case any partner desires to retire from the partnership he shall be at liberty to do so by giving a minimum one month's notice in writing to the other parties. However in such case the remaining party will be at liberty to carry on the business.
6. **SHARE OF PROFIT/ LOSS:** The net profit and/or loss of the partnerships business after the payment of all expenses or other outgoings including the capital profit and/or loss of any of the partnership firm shall be shared equally between all the partners.



Prasad Kumar

K. Jan K...

R. J. Kumar  
2015-08-08

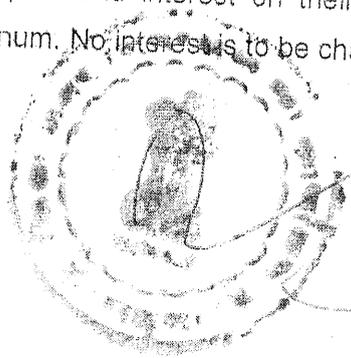
- 7. **CAPITAL:** The capital of Partnership business as and when considered to be necessary / expedient for the purpose of carrying on business of partnership may be increased / decreased which shall be contributed by the partners in the profit sharing proportions as and when required and will be subject to interest as agreed upon.
- 8. **BORROWINGS:** The partners of the firm by mutual consent borrow from time to time from persons, firms, Companies, Banks, natural or juristic persons such money as may be required for the purpose of the business of the firm.
- 9. **BANK ACCOUNT:** The bank account of the partnership firm shall be with such Bank or Banks as the partners may from time to time agree upon. The same shall be operated by jointly by the any two Partners.
- 10. **ACCOUNTING YEAR:** The accounts of the partnership shall be taken annually on 31<sup>st</sup> of March every year or as mutually agreed upon by all the partners.
- 11. **ACCOUNTS:** The books of accounts of the partnership firm shall be kept in the safe custody of the partners at the head office of the firm or such other place as may be mutually agreed upon and each party shall have free access over them.
- 12. **FINAL ACCOUNTS:** At the end of the accounting year an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership for the year and the same shall be entered in the books of accounts which shall be signed by all the partners. In case of any change in the constitution of the firm the profits/losses will be taken proportionately on the basis of number of days.
- 13. **INTEREST ON CAPITAL & DRAWINGS:** The partner shall be entitled to interest on Capital and interest on their loan at the rate of 12% simple interest per annum. No interest is to be charged on drawings.

*Rajendra Kumar*

*Rajendra Kumar*

*Kundan Kumar Partner*

*R. J. K. 8-8-2015*



**SALARY TO THE PARTNER:** The Partners shall be entitled to receive maximum salary from the Partnership firm for their contribution towards managing of business and such remuneration shall be treated as business expenses. However, such remuneration shall be changed varied modified reduced or waived by an appropriate resolution.

The yearly remuneration payable to each of the partners shall be calculated - percentage of the income for each accounting period in the following manner:

In a case of where income of the firm does not exceed Rs. 3,00,000 then 90% of it will be divided equally.

In a case where income exceeds Rs. 3,00,000, then in respect of balance of income exceeding Rs. 3,00,000 then 60% of balance will also be divided equally.

For the purpose of above calculation income shall mean income as defined in explanation 3 of Section 40(b) of the Income Tax Act, 1961 or any other applicable provision as may be in force for the income tax assessment of the firm for the relevant accounting period.

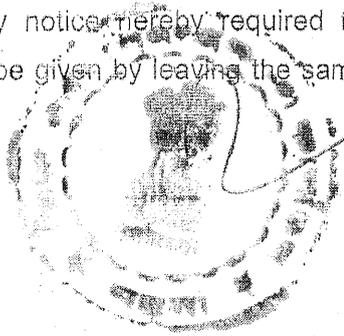
The working partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of income as computed under the provisions of the Income Tax Act, 1961 referred to in (ii) above.

The partners shall be entitled to increase, reduce or waive the above remuneration and may agree to pay remuneration to other working partner. The partners hereto may also agree to revise the mode of calculation the above said remuneration as may be agreed to by and between them from time to time.

The remuneration payable to the working partners shall be credited to their respective account at the close of the accounting period when final account of remuneration shall fall due the them on determining the same in the manner referred to herein before.

**MANAGEMENT OF BUSINESS:** All the partners will be working partners and all the major decisions as to opening and operating bank accounts, executing loans, recruitment and removal of staffs, purchase / sale of assets, admission of partners, agreement with vendors, agreement with purchasers etc shall be made jointly by the partners to maintain harmony.

**NOTICE:** Any notice hereby required to be given to any of the partners sufficiently be given by leaving the same addressed to him at the firm or by



*Prasanna Kumar*  
*8/8/15*

*Prasanna Kumar*  
*8/8/15*

Partner

*P. S. RAMSARAN*  
*8-8-2015*

sending the same by registered post to his usual or last known address.

17. **GOODWILL:** The Goodwill of the firm on dissolution or otherwise will be shared by the partners equally.

18. **DISSOLUTION:** On dissolution of the partnership a full and general account shall be taken of all money, stock-in-trade, debts and assets that belongings or due to the partnership including capital. Such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.

19. **RETIREMENT / DEATH:** The retirement / admission/ death of the partner will not render the partnership firm to dissolve. The original firm will remain with change in its constitution. In case of death of partner the legal heirs of the deceased partner shall be inducted as the partner at his place or any other person to whom such legal heir nominates shall be admitted as the partner.

20. **ARBITRATION:** Any disputes or difference in connection with the partnership or this deed shall be referred to arbitration and each of the Partner shall be entitled to appoint one arbitrator. The said arbitrator shall be governed by the provisions of the Indian Arbitrator Act, 1940 or any statutory modification or re-enactment thereof for the time being in force.

21. **ALTERATIONS OR ADDITIONS OF ANY CLAUSE OF THIS PARTNERSHIP DEED:** Notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of the Partnership Deed in any manner they think fit with the mutual consent of all the parties which shall be reduced to writing and shall become appendage and part of this Deed.



*PN 97110d/K6.mpl  
8/8/15*

*Kundan Kumar  
8/8/15*

*R. Sankaran  
8-8-2015*

22. GENERAL: That in all respects other than those provided herein this partnership shall be governed by Indian Partnership Act, 1932.

WITNESS WHEREOF the parties hereto set and subscribe their respective hands on this the 8<sup>th</sup> Day of August 2015.

Dejaji Dream Homes

*Kundan Kumar*  
8/8/15

(FIRST PART)

WITNESS 1.

*Arvind Kumar*  
S/o Sri Tejendra Singh  
No. 1111 P.O. - Alipur  
Dist - Patna  
8/8/15

*R. J. SOMAN*  
8-8-2015

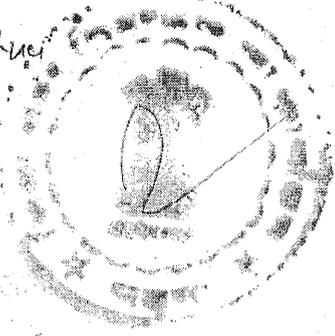
(SECOND PART)

WITNESS 2.

*Vijay Kumar*  
S/o Nandan Kumar prasad  
New Area Jakkampur  
P.S. Jakkampur Patna  
08/08/15

*Pragati Kumar*  
8/8/15

(THIRD PART)



*Jis Singh*  
*Acharya*  
*Patna High Court*

महाराष्ट्र राज्य न्यायालय  
मुंबई न्यायालय  
*[Signature]*  
8/8/15

### 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. 6475/-

Registration Fee										LLR + Proc Fee		Service Charge	
A1	0	C	0	H1b	0	K1a	0	L1	0	LLR	0	475	
A8	0	D	0	H2	0	K1b	0	L1i	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	L1	0						
<b>TOTAL-</b>									<b>1000</b>				

**Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1475**

PAID

*[Signature]*  
Registering Officer  
Patna

Date: 08/08/2015

### Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 08th August 2015 by Kundan Kumar S/O-Sri Upendra Sharma by profession Others. Status - Executant

*[Signature]*  
Signature/L.T.L of Presentant

Date: 08/08/2015

*[Signature]*  
Registering Officer  
Patna

### Endorsement under section 58

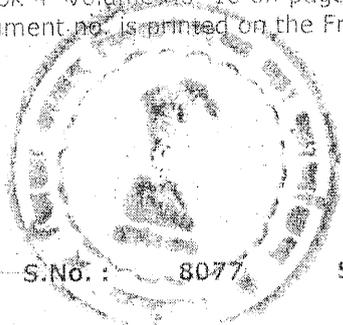
Execution is admitted by those Executants and Identified by the person ( Identified by 'Arvind Kumar' age '34' Sex 'M', S/O Sri Tapeswar Singh', resident of 'Village & Po-Alipur, Patna' ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 08/08/2015

*[Signature]*  
Registering Officer  
Patna

### Endorsement of Certificate of Registration under section 60

Registered in Registration Office Patna in Book 4 Volume No. 16 on pages on 182 -192 , for the year 2015 and stored in CD volume No. CD-3 year 2015 .The document no. is printed on the Front Page of the document.



Date : 08/08/2015

Deed No. : 8220 Year : 2015 S.No. : 8077 SCORE Ver.3.0

*[Signature]*  
Registering Officer  
Patna  
Deed No. : 680