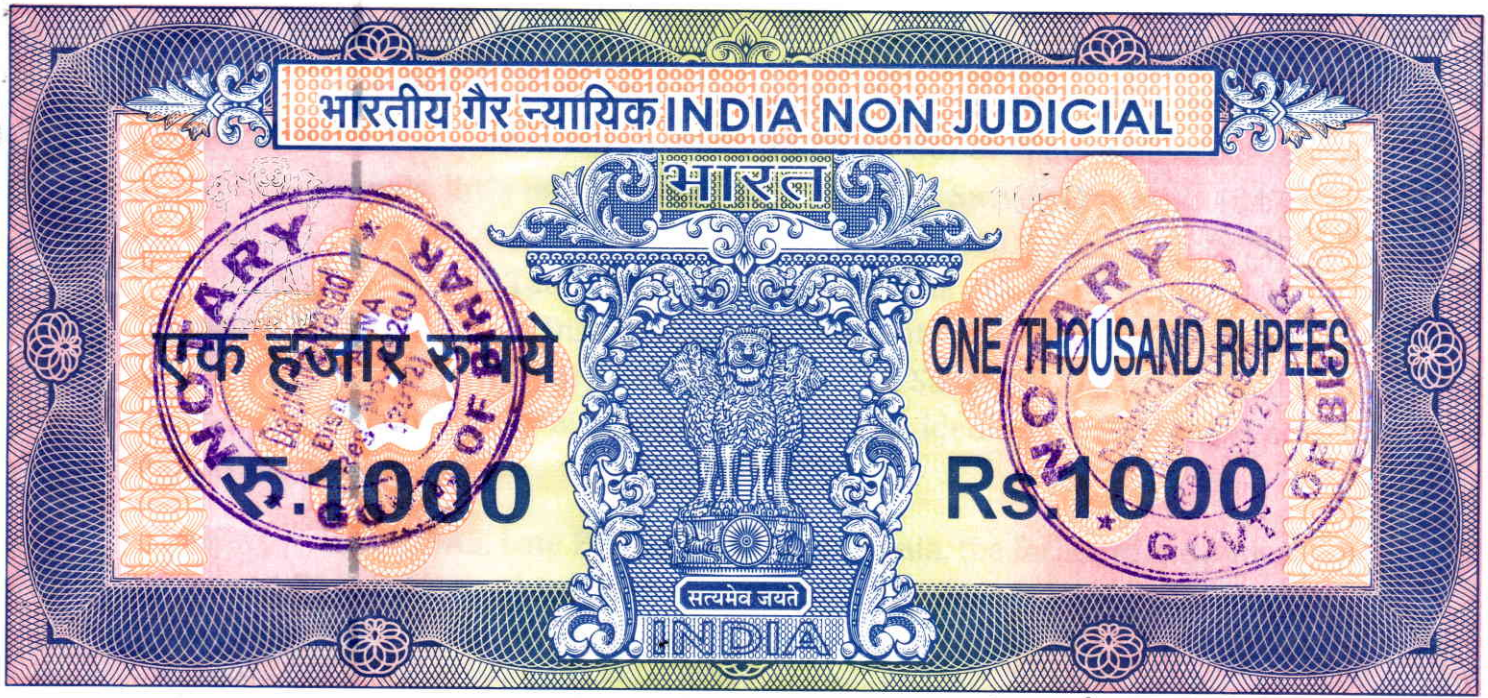

बिहार BIHAR W 244343

क्रमांक 6711 तिथि 21.7.2016 मूल्य 1000/ सौट स० [illegible]

क्रेता का नाम व पता [illegible]

ओम विजय कुमार, मुद्रांक विक्रेता
ल० सं०-25/87, समाहरणालय, पटना

Serial No. 4726
Date 21/07/2016

PARTNERSHIP DEED

This deed of partnership made this **Twenty First day of July** in the year Two **Thousand Sixteen** between:

1. SRI ARUN KUMAR DOKANIA, Son of Late Parmeshwar Lal Dokania, resident of B/2, Tara Tower, Behind Hotel Republic, Exhibition Road, Patna – 800001, hereinafter called and referred to as the FIRST PARTY or the FIRST PART;

2. SRI ASHOK KUMAR DOKANIA, Son of Late Parmeshwar Lal Dokania, resident of D/2, Tara Tower, Behind Hotel Republic, Exhibition Road, Patna – 800001, hereinafter Called and referred to as the SECOND PARTY or the SECOND PART; and

3. SRI ANIL KUMAR DOKANIA, Son of Late Parmeshwar Lal Dokania, resident of C/808, Ashirvad Park, City Light, Surat – 395007, hereinafter Called and referred to as the THIRD PARTY or the THIRD PART.

Which expression shall include their legal heirs, assignees, representatives, and administrators as the case may be.

Arun Kumar Dokania

Ashok Kumar Dokania

Anil Dokania

WHEREAS, the above named First Part to Third Part are the absolute owners of 08 katha 19 dhoor 14 dhoorkies of land equivalent to 40.428 decimals, little more or less, pertaining to Survey Plot Nos. 4847, 4849 & 4848 (old) & 214, 224 & 223 (New), Khata No. 1585, 1195 & 119 (Old) & 131 (New), Tauji No. 3707, under Thana No. 119, situated in mauza Saharsa, P.S. & District Saharsa, State of Bihar, Sub. and Sadar Registry office Saharsa, within the limits of Saharsa Nagar Parishad. The details of the aforesaid land are clearly provided under Schedule-I of this Agreement.

WHEREAS, Late Parmeshwar Lal Dokania, the father of the above named First part to Third part, was the absolute owner of the aforesaid property. The said Parmeshwar Lal Dokania, during his life time purchased all together 10 katha 10 dhoorkies of land from his own income, under 08 separate registered deeds of absolute sale, the details of which are as follows :-

Sl. No.	Deed No.	Dated.	Name of the vendor.	Area. Katha-	Dhoor-	Dhoorki.
1.	888.	12/01/1968.	Phul Kumari.	00-	02-	00
2.	18227.	25/01/1976.	Md. Anwar Alam.	00-	02-	00
3.	5597.	25/05/1957.	Maya Nand Thakur.	05-	08-	00
4.	1605.	22/01/1970.	Bishnu Nath Mishr.	01-	08-	10
5.	17017.	06/10/1970.	Laxmi Thakur.	00-	15-	00
6.	17018.	06/10/1970.	Laxmi Thakur.	00-	15-	00
7.	2079.	28/10/1978.	Arvind Khan.	00-	15-	00
8.	2078.	28/10/1978.	Maheshwar Khan.	00-	15-	00
				06-	80-	10.
				10-	00-	10.

WHEREAS, after purchasing the aforesaid land, the said Prameshwar Lal Dokania got his name mutated in Government records and was paying ground rent to the State of Bihar through Circle office and accordingly rent receipt was being issued in his name.

WHEREAS, after purchasing the aforesaid land, the said Prameshwar Lal Dokania constructed a dwelling house over 4000 Sq.ft. of land in the Northern side of the aforesaid purchased land.

WHEREAS, the said Prameshwar Lal Dokania died sometime in the year 1987 leaving behind his 05 sons namely (1) Arun Kumar Dokania, (2) Ashok Kumar Dokania, (3) Anil Kumar Dokania, (4) Ajit

Arun Kumar Dokania

Ashok Kumar Dokania

Anil Dokania

Kumar Dokania and (5) Arvind Kumar Dokania and 04 daughters namely (1) Mrs. Indu Devi, (2) Mrs. Usha Devi, (3) Punam Devi and (4) Saroj Devi as his only legal heirs, who after his death, inherited the aforesaid property by the right of survivorship and inheritance and came in joint possession over the same.

WHEREAS, after the death of Prameshwar Lal Dokania, Sri Anil Kumar Dokania and Sri Ajit Kumar Dokania, jointly purchased 01 katha land, under a registered deed of absolute sale dated 04/09/1991 vide deed No. 7736 from Sri Pawan Kumar Dokania, adjacent to the southern portion of the land purchased by Prameshwar Lal Dokania from the joint family funds.

WHEREAS, similarly, Sri Arun Kumar Dokania and Sri Ashok Kumar Dokania, jointly purchased 01 katha land under a registered deed of absolute sale dated 04/09/1991 vide deed No. 7735 from Sri Pawan Kumar Dokania, adjacent to the Southern portion of the land purchased by Prameshwar Lal Dokania, from the joint family funds.

WHEREAS, subsequently, the above named purchasers took possession of their respective purchased lands. As the aforesaid lands got purchased using the joint family funds, hence, all the sons and daughters of Late Prameshwar Lal Dokania have equal rights, title and interest over the same.

WHEREAS, to avoid future complications and disputes, all the legal heirs of Late Prameshwar Lal Dokania, with mutual consent, entered into a family arrangement on 17/04/2016 by which the entire joint family properties got amicably partitioned among them by meets and bonds.

WHEREAS, as per the said family arrangement, 08 katha 19 dhoor 14 dhoorkies of land equivalent to 40.428 decimals, little more or less, pertaining to Survey Plot Nos. 4847, 4849 & 4848 (old) & 214, 224 & 223 (New), Khata No. 1585, 1195 & 119 (Old) & 131 (New), Tauji No. 3707, under Thana No. 119, situated in mauza Saharsa, P.S. & District Saharsa, State of Bihar, got jointly allotted to Sri Arun Kumar Dokania, Sri Ashok Kumar Dokania and Anil Kumar Dokania.

WHEREAS, subsequently, the said Sri Arun Kumar Dokania, Sri Ashok Kumar Dokania and Anil Kumar Dokania got their names mutated in Government records and are paying ground rent to the State

Ashok Kumar Dokania Anil Dokania

Arun Kumar Dokania

of Bihar through Circle office and accordingly, rent receipt is being issued in their joint names.

WHEREAS, the above named land owners are seized and possessed of the Land as aforementioned or otherwise sufficiently entitled to construct one or more multistoried building complex over the same. The details of aforesaid land is clearly mentioned in Schedule-I of this Partnership firm.

WHEREAS, the above named land owners got interested to construct a multistoried building complex over Scheduled land at their own costs and expenses. To construct the proposed multistoried building complex, the land owners think fit & proper to constitute a partnership firm and to construct the proposed multistoried building complex, in the banner and in the name of said partnership firm.

WHEREAS, now all the above named land owners are desirable to constitute a partnership firm for carrying on the business of construction of a multistoried building complexes over the Scheduled land.

WHEREAS, the above named parties deem proper and desire to execute and enter into this indenture of partnership incorporating the terms and conditions settled among the parties.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS.

1. That the business of the partnership firm shall be carried on in the name and style of M/s. **"DOKANIA DEVELOPERS"**, or such other name or names as the partners may mutually decide from time to time.

2. That the business of the partnership firm shall commence with effect from this **Twenty First day of July in the year Two thousand Sixteen** and shall be deemed to have commenced from the date for all purpose.

3. That the principal place of business shall be at 1st Floor, Above Mica Sales, Near Chanakya Cinema, Exhibition Road, P.S. Gandhi Maidan, Town and District Patna, or at such other place or places as the partners may decide from time to time.

4. That the main objective to constitute this partnership firm is to construct a multistoried building complex over the Scheduled land

Ashok Kumar Dokania Ashok Kumar Dokania Anil Dokania

or to carry on the business as builders, promoters, developer of land building Township and building complexes and to undertake and execute building complexes and in connection therewith to act as contractors for execution of land building, projects of all kind and otherwise as contractors to execution construction and completion of all sorts of projects and in connection therewith to act as engineers, architects, draughtsman, interior decorators and generally to deal in immovable properties of all descriptions and tenures by purchases and sale or otherwise as may be necessary or through proper or any other business as may be mutually decided between the parties from time to time.

5. That soon after execution of this partnership deed, the partnership firm will take possession of the Scheduled land and will take all necessary steps to construct one or more multistoried building complex over the Scheduled land.

6. That It is also agreed between the parties that immediately after execution of this partnership deed, the partnership firm will prepare a building plan through a registered architect and get the building plan approved from the competent authority in the name and signatures of the land owners. The entire costs to be incurred for approval of the building plan shall be born and paid by the partnership firm.

7. That it is further agreed by the parties that any alteration in the aforesaid plan which is in the parameter of the competent authority, which may permit necessary, shall require no consent/ permission of the Owners by the partnership firm and the partnership firm alone shall be entitled to make such alteration or modification.

8. That the proposed multistoried building will be constructed by the land owners under the name and style of M/S DOKANIA DEVELOPERS and the entire costs to be incurred for construction of the proposed multistoried building shall be borne and paid by the partnership firm and all the amount to be required shall be provided by the land owners/ partners as per business need.

9. That the partnership firm may open a bank account or accounts with any bank or banks in the name of **"DOKANIA DEVELOPERS"** and the said account/s so opened shall be operated by any of the above named two partners.

Ashok Kumar Dokania Ashok Kumar Dokania Anil Dokania

10. That the partnership firm may, at any time during subsistence of this partnership, for the purpose of construction of the proposed multistoried building, raise loans from the Bank or any other financial Institution or any other source/sources including Central and State Government, local bodies etc, against such securities and on such terms that might be helpful for the smooth running of the business of the firm and in that case all the partners will jointly execute all necessary documents in connection therewith. No partner will be entitled to retire from the partnership firm till all such loans are paid off.

11. That the profit or loss of the partnership business shall be divided / borne in the following proportions :

Sl.No.	Name of the partners.	Percentage of Profit / Loss.
i.	Sri Arun Kumar Dokania	33.33%
ii.	Sri Ashok Kumar Dokania	33.33%
iii.	Sri Anil Kumar Dokania	33.33%

12. That after construction of the proposed multistoried building complex, each of the above named parties will have 1/3rd undivided share in the entire constructed area.

13. That during or after construction of the proposed multistoried building complex, the above named partnership firm shall be entitled to sell or enter into agreement for sale with the intending buyer or buyers. The partnership firm may authorize any one of the partner to execute an agreement for sale or sale deed or deeds in the name of intending buyer/s. The entire cost to be incurred for registration of such agreement for sale or sale deed shall be borne and paid by the intending buyers.

14. That the individual purchasers of the flats/ and car parking spaces may obtain loan from any financial institution or any other authority concerned for purchasing flat and car parking space by mortgaging the said units to be purchased by them and the said purchasers shall be solely responsible to repay the said loan.

15. That besides the aforesaid registration charge, in case any sales tax, VAT, purchase tax, service tax or any other government duty or tax (not being income tax) is payable in relation to the aforesaid flats and

Arun Kumar Dokania Ashok Kumar Dokania Anil Dokania

car parking spaces, the intending buyers shall liable to pay the same for their respective flats and car parking spaces.

16. That after the flats and car parking spaces are purchased, all outgoings including municipal taxes and any other charges in respect of the same shall be borne and paid by their respective purchasers.

17. The above named partnership firm may, if they may deem proper, form a co-operative housing society/association of persons/ body corporate, etc., for the maintenance of the common area of the proposed building and in due course, the unit owners and their nominee(s) shall become the members of such an organization formed or to be formed by the above named partnership firm and the unit owners, their nominees, respective agents, licenses, tenants etc., shall be bound to abide by the rules and regulations as may be laid down by the partnership firm and/or the organization so formed from time to time and they shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by such organization for the maintenance and management of the entire building complex, except the internal area of the units/ flats.

18. The common area shall be jointly owned by all the prospective unit owners of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions as may be applicable to all such utilization. No owners of any unit of the said building will have any exclusive right, title or interest over the common area and common facilities, except the right to use.

19. That in future any levy is imposed by the Saharsa Nagar Parishad or by any other public body or bodies or the government for the development/ betterment of the area, in which the said property is located or any other levy becomes applicable on the said land or the building thereon, the same shall be paid by the land owners and the prospective buyers (or its allottees) jointly.

20. That in case any fine or fee is be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess

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construction or otherwise, the same shall be borne and paid by the above named partnership firm.

21. That the duration of the partnership firm shall be at will.

22. That usual and necessary books of account shall be maintained for the business of the partnership firm and the same shall be kept at the principal place of business or any other place or places as mutually decided by the parties, but the parties or their authorized representative shall at all material times have free to access thereto for the purpose of reading, inspecting and taking copies of the same.

23. That the accounting year of the firm will close on 31st March every year. The accounting year of the firm may be changed with the mutual consent of the partners. A general account of all the assets and liabilities will be taken and profit and loss will be determined at the close of such accounting year after providing for all outgoing expenses including interest and remuneration, if any, payable to the partners and such net profit and loss will be divided between the partners as per stipulations contained in Para (4) above.

24. That each partner will be honest and diligent and will carry on the business of the firm to the best advantage of the partnership.

25. That each partner will make good the losses occasioned to the firm by his fraud or willful negligence in the conduct of the business of the firm.

26. That each partner will be entitled to withdraw during the year not only against interest, remuneration and profit (if any) to be credited to his account but also such part of the capital as may be agreed upon by the partners from time to time.

27. That this partnership will not be liable for any liability created by any partner in his personal capacity.

28. That no partner, except with the consent of the other partners, previously obtained in writing, will do any of the followings :-

a) Except in ordinary course of business, enter into any speculative transaction with the funds of the firm.
b) Acknowledge any debt so as to extend the period of limitation against the firm.
c) Submit a dispute relating to the business of the firm to arbitration.
d) Open a banking account on behalf of the firm in his own name.

Ashok Kumar Dokania

Ashok Kumar Dokania

e) Compromise or relinquish any claim or a portion of the claim by the firm.
f) Withdrawn a suit or proceedings filed on behalf of the firm.
g) Admit a liability in a suit or proceeding against the firm.
h) Acquire immovable property on behalf of the firm.
i) Transfer immovable property belonging to the firm.
j) Enter into partnership on behalf of the firm.
k) Assign on mortgage his share of interest in the partnership.
l) Enter into any bond or become a surety for any person on behalf of the firm.
m) Knowingly permit to be done any things where by capital or property of the partnership may be attached or taken into execution.

29. That on death, retirement, insolvency, expulsion or insanity of any partner, the business of the firm will not be discontinued and may be carried on by the remaining partner either by himself or by taking some other person/persons as partner/partners and in the case of death of a partner, by taking heir/heirs or legal representative (s) of the deceased partner as partner (s) in the place of the deceased partner. In case the heirs /legal representatives (s) of the deceased partner decide not to join the firm as partner(s), the remaining partner may continue to carry on the business of the firm.

30. That if any dispute, doubt or difference shall arise, either before or after the expiration or determination of this partnership between the partners or legal representative of any of them, under or touching or relating to the construction these presents or the partnership property, liability, credits or effects or to any of the partnership accounts, business or transactions, whatsoever, every such dispute, doubt or difference will be referred to one or more arbitrators who will be constituted according to Arbitration Act and whose award will be final and conclusive in respect of the points referred to such arbitration.

Pending dispute amongst the partners, no partner will be entitled to freeze the bank accounts of the partnership firm. The business under such circumstances shall be carried on by the remaining partners.

31. That any of terms of this deed may be varied altered, amended, substituted or any new terms may be added by the mutual consent of the partners either expressed in writing or implied from their conduct.

Ashok Kumar Dokania

Anil Dokania

32. That the provisions of the Indian Partnership Act, 1932 so far these have not been varied in this deed, will apply to this partnership also.

IN WITNESS WHERE OF the parties hereof of the first part, the second part and the Third part have set their respective hands on this instrument of partnership in the presence of witnesses on the date, month and year first above mentioned.

SIGNATURE OF WITNESSES.

Sachin

SACHIN KUMAR DOKANIA

Anand Dokania

SIGNATURE OF THE PARTNER OF THE FIRST PART.

Arunkumar Dokania

SIGNATURE OF THE PARTNER OF THE SECOND PART.

Ashok Kumar Dokania

SIGNATURE OF THE PARTNER OF THE THIRD PART.

Anil Dokania

SCHEDULE-I

DISCRIPTION OF PROPERTY. .

All that piece & parcel land measuring about 08 katha 19 dhoor 14 dhoorkies of land equivalent to 40.428 decimals, little more or less, pertaining to Survey Plot Nos. 4847, 4849 & 4848 (old) & 214, 224 & 223 (New), Khata No. 1585, 1195 & 119 (Old) & 131 (New), Tauji No. 3707, under Thana No. 119, situated in mauza Saharsa, P.S. & District Saharsa, State of Bihar, Sub. and Sadar Registry office Saharsa, within the limit of Saharsa Municipal Corporation. and the same is bounded and butted as follows:-

BOUNDARY

North :- Arvind Kumar Dokania & Others
South :- Poddar Brothers & others
East :- Anish Jha & Others
West :- Lalan Chaudhary Brothers & Others

Arunkumar Dokania Ashok Kumar Dokania Anil Dokania