

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते



झारखण्ड JHARKHAND

PARTNERSHIP DEED

Upendra Prasad
- U.S. Prasad
01/04/2014
- U.S. Prasad
428872
- U.S. Prasad
- U.S. Prasad

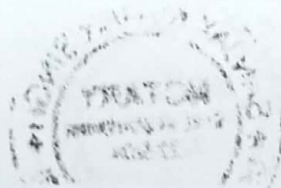
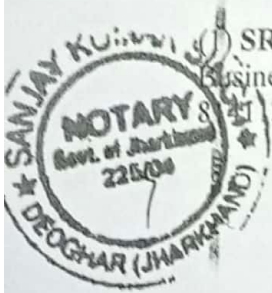
This DEED OF RECONSTITUTED PARTNERSHIP made this, 01 st day of April '2014, (Two thousand Fourteen) AMONG

SRI UPENDRA PRASAD S/O: Sri Mathura Prasad by faith HINDU , by occupation Business ,Resident at VIP Chowk, B. Deoghar, P.S: Deoghar, Dist : Deoghar, Pin- 2 hereinafter called the PARTY of the FIRST PART

AND

(2) SRI UMA SHANKAR PRASAD ,S/O: Late Anandi Lal by Profession Retired Bank Officer,by religion Hindu Indian, resident at Panna Lal Ghosh Road of Mohalla Bompas Town, Dist : Deoghar, Pin- 814112 hereinafter called the PARTY of the SECOND PART

01.04.2014
Sl No 1977



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AND

Upendra Prasad
U.S. Prasad
Mohan Lal Baranwal
Preeto Tiwari

(3) **SRI MOHAN PRASAD BARANWAL**, S/O: Late Balbhadra Baranwal, by faith HINDU, by occupation business resident at Purandaha, Po: B.Deoghar, Dist : Deoghar, Pin- 814112 hereinafter called the PARTY of the THIRD PART

AND

(4) **SMT. PREETA TIWARY**, W/O: Vishwanath Tiwary, by faith HINDU, by occupation business resident at Parmeshwar Dayal Road, Barmasia, Po: B.Deoghar, Dist : Deoghar, Pin- 814112 hereinafter called the PARTY of the FOURTH PART

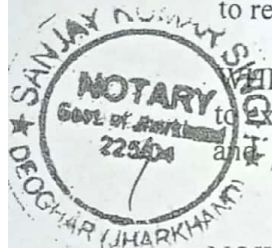
THEREAS, -- The firm under the name & style of **M/S TRIDEV CONSTRUCTION** (hereinafter called FIRM) was established and formed on 05th Day of April' 2002 by the Party of the Second Part Sri Uma Shankar Prasad & Party of Third Part Mohan Prasad Baranwal & Party of Fourth Part Smt. Preeto Tiwary & Retiring Partner Sri Abhilekh Kumar Gupta.

WHEREAS, The firm was carried on by the parties of Second Part & Other Partners as per Partnership Deed. Now, The First Partner Sri Abhilekh Kumar Gupta Want to retire & a new Partner Sri Upendra Prasad wants to Join the Partnership.

WHEREAS, The parties hereto have further considered it's desirable and expedient to execute a written instrument of re-constituted partnership embedding the terms and conditions already settled before and agreed upon amongst themselves.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AND DECLARED BY AND AMONG THE PARTIES WHEREAS FOLLOWS:

1. **NAME** : The Parties hereto agree to Start the business of Real Estate Business and also business regarding Construction and development works of Building/Flats & other related activities in PARTNERSHIP under the name & style of M/S TRIDEV CONSTRUCTION or any other name, mutually decided by the Partners on the terms and conditions hereinafter mentioned .
2. **OFFICE** : The Head Office of PARTNERSHIP shall be situated at VIP Chowk, Post & Dist : B.Deoghar (Jharkhand), pin: 814112 with its branches at such places as may be agreed to in future by the Partners hereto .
3. **DURATION** : This RECONSTITUTED PARTNERSHIP has commenced on and from the 01.04.2014 and shall be a Partnership at will .



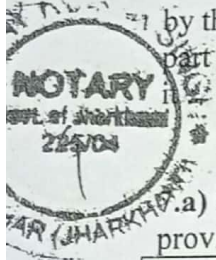
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Upendra Prasad
U.S. Prasad
Mohan Prasad
Preeti Tiwari

4. **BUSINESS** : The business of the Partnership shall be to Carrying on the business of Real Estate Business and also business regarding Construction and development works of Building/Flats & Other Related Activities .

5. **CAPITAL FUND** : The Capital required for the business of the partnership shall be provided or arranged by the Partners Equally, according to the business needs in such manner and on such terms as interest or otherwise as would be mutually agreed upon .It may be change from time to time as the parties may decide .

6. **ACCOUNTS** : Usual books of accounts in respect of the Partnership shall be maintained and kept at the place or places of business of the Partnership or at such other place or places and in such script and under such system of accounting as the parties hereto may agree upon from time Each of the partners and shall be entitled at all reasonable times to inspect the books of accounts and other documents of the Partnership and to take copies and extracts therefrom .The Accounting year of the partnership shall be the financial year ending on 31 st March ,Every Year. The Same may be changed by the consent of the parties hereto. Within six months of the close of every accounting year he annual accounts will be made drawn, settled by the parties, such accounts when so drawn will be deemed to the same or any or part there of save for any error or commission that may be manifest on the face of



a) **SHARES** : The parties hereto shall share balance, profit & loss Partnership, after providing Interest & Salaries to the Partners as follows :

1. Upendra Prasad	The Party of the first Part	25 %	✓
2. Uma Shanker Prasad	The Party of the Second Part	25 %	✓
3. Mohan Prasad Baranwal	The Party of the Third Part	25 %	✓
4. Smt. Preeti Tiwari	The Party of the Fourth Part	25 %	✓

3/6

b) **SALARY**: All the Working Partners are entitled a Monthly Salary Of Rs. 10,000.00 (Ten Thousands) Each. It is Stipulated That the remuneration/Salary shall be treated as business expenses of the Firm. The Profit/Loss of the Firm shall be arrived at after accounting for the amount of Remuneration or salary Payable/paid to Partners.It May be Increased/Decreased as per Income Tax Law, prevailed on that time.

c) **INTEREST ON CAPITAL** : All the Partners are entitled an interest @ 12 % P.A on their's Capital invested in the business.

8. **DISTRIBUTION OF PROFIT AND /OR LOSS** : After the finalisation of the accounts of any year the Partnership shall pay profit after adjusting all drawing made by the partners respectively, according to their shares and in case there be any loss, then within the as aforesaid. The parties shall pay to Partnership such losses coming to their respective shares ,provided that such portion of the profits or any year be retained by the Partnership for meeting contingencies or for meeting the

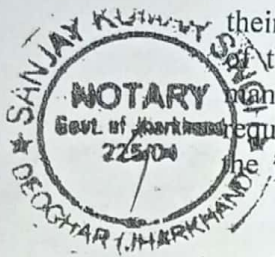
Udambor Parsoo
U.S. Parsoo
Mohan B. Bhusari
Rajita Tiwari

Income --tax liabilities as may be agreed upon. Further that instead of making or receiving payment the Partners' accounts may be debited or credited with the amounts of the profits and losses determined as aforesaid.

9. **DRAWINGS** : The Partners may draw such or sums from the Partnership as may be mutually agreed upon.

10. **BANK OPERATION** : The Banker of the Partnership shall be such Bank as the Parties may from time to time agreed upon . The Managing Partner along with any other one partner shall be entitled to operate bank accounts on behalf of the firm. All the Partners of the Firm will elect one Managing Partner mutually and term of managing Partner will be only for 3 (Three) Years and after the expiry of three years, again all the Partners shall elect one Manganing Partner and it will be Continued term wise. Bank account to be maintained to receive payments, make endorsement draw and accept negotiable instruments, hundies bills. The Clause may be amended after suitable amendment in the deed .

11 The firm as mutually decided by all the Partners shall from time to time at their discretion borrow, raise or secure the Payment of any money for the purpose of the firm any person, firm commercial bank or financial institution In such manner and on such terms and conditions as agreed upon by the Partners and if required Mortgage the assets of the firm both movables and immovable towards the procurement of loan from such institution .



12. **RIGHTS AND DUTIES OF THE PARTNERS** :

- A) The Partners shall promote the business to the best of their abilities.
- B) Each Partner shall punctually pay his separate debts .
- C) Each Partner shall pay all moneys, cheques and negotiable Instruments received by him in the account of the firm , and;
- D) Each Partner will be just and faithful to one another.

P 4 / 6 1

13. **NEITHER PARTNER SHALL WITHOUT THE CONSENT OF ALL THE PARTNERS** :

- A . Lend any of the money and deliver upon credit any of the goods of The firm to any person or person whom the other partners shall Have previously in writing forbidden him .
- B . Give any securities or premises for payment of money on account of The firm except in the ordinary course of its business .
- C . Knowingly do or cause to be done anything whereby the Partnership Property may be endangered .
- D . Mortgage or change his or her shares in the properties of the . firm Draw, accept or endorse any bills of exchange or promissory notes

Upendra Prasad

U.S. Prasad

Mohan Prasad

Prieta Tiwari

22. **ARBITRATION** : All disputes and differences by and between the parties hereto and /or between the parties hereto and the heirs and legal representatives shall be referred to the arbitration . Arbitrator will be as agreed upon by the partners hereto and the award made by such arbitrator shall be final and binding on the parties hereto and their respective heirs and to the arbitration for the time binding in force.

23. That the business of the firm will be carried on by all the Partners of the Firm. All the partners shall be honest, diligent and shall carry on the business of the to the best of advantages of the partnership firm individually .

a. That for the matters not provided for above, the provisions of the Indian Partnership Act, 1932, as amended from time to time shall apply.



WITNESS WHERE OF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE DAY, MONTHS AND YEAR FIRST ABOVE WRITTEN EXECUTED AND DELIVERED BY THE PARTIES HERETO IN THE PRESENCE OF :

Witness:

p 6 / 6

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1. Upendra Prasad.
(UPENDRA PRASAD)

2. U.S. Prasad
(UMA SHANKAR PRASAD)

3. Mohan Prasad Baranwal.
(MOHAN PRASAD BARANWAL)

4. Prieta Tiwari
(SMT. PREETA TIWARY)

END

Sanjay K. Singh
01.4.14 .

Sanjay Kumar Singh
NOTARY
Civil Court Deoghar