

BIHAR BIHAR

Partnership
Shri Narayan Chandra Lal D.D. Road Forbesganj Dist. Araria Bihar 815703
gambhish Agarwal Shri Shambhu Goel Partner
Reconstituted of Partnership Deed
1000 x 1 = 1000 Rs
24/4/14

श्री श्री देव आगरवाल
श्री श्री देव आगरवाल
Original seen C-111E 10710003

RECONSTITUTED PARTNERSHIP DEED

This Deed of Partnership is made at Forbesganj on this the First Day of April, 2014 amongst :

1. Sri Shambhu Goel son of Shri Onkar Mal Agarwal, aged about 55 years resident of D. D. Road, Forbesganj, Distt. Araria (Bihar). (hereinafter called the continuing partner and the party of the first Part).
2. Shri Samar Goel son of Shri Shambhu Goel aged about 25 years, resident of D.D.Road, Forbesganj Dist..Araria (Bihar) (hereinafter called the continuing partner and the party of the Second part).

Both of them hereinafter called the partners :-

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208/1
 बिहार BIHAR
 21/11/14
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Partnership
 SHIWNARAYAN CHIRANJILAL D.D. Road
 Forbesganj Bihar
 L 815702
 24/3/14
 208/1

Shanti Devi Agrawal

[Signature]

Whereas the parties of the First and Second parts along with Smt. Shanti Devi Agrawal were carrying on the business in partnership dealing in all kinds of fertilizers and acting as Authorized Dealership of various Government and semi - Government Companies under the name and style of M/S SHIWNARAYAN CHIRANJILAL at D D. Road, Forbesganj (Bihar) since the 1st Day of April 2013 under the reconstituted Partnership Deed dated 1st Day of April, 2009 subject to terms and conditions agreed amongst themselves vide Partnership Deed dated 1st April 2009

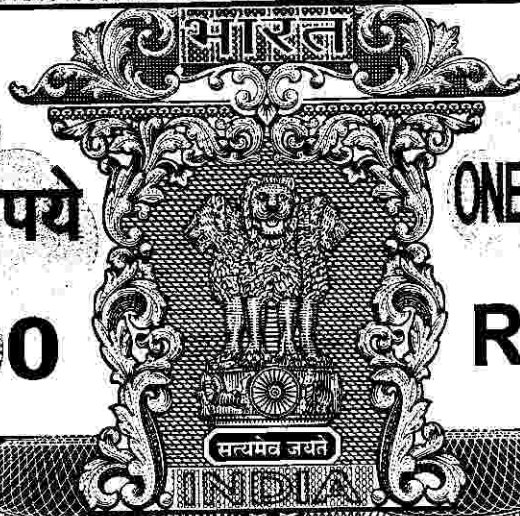
And whereas Smt. Shanti Devi Agrawal due to her old age and unable to take active participation in the business of the partnership has expressed her desire not to continue in partnership to which both the partners of the First and Second Parts have mutually agreed and finally Smt. Shanti Devi Agrawal has retired from the partnership w.e.f. and at the close of 31st March, 2014.

And whereas the parties hereto are desirous of putting into writing the terms and conditions on which they propose to carry on the business in partnership so as to avoid any dispute or misunderstanding amongst them in future.

भारतीय नैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000



बिहार BIHAR

Partnership

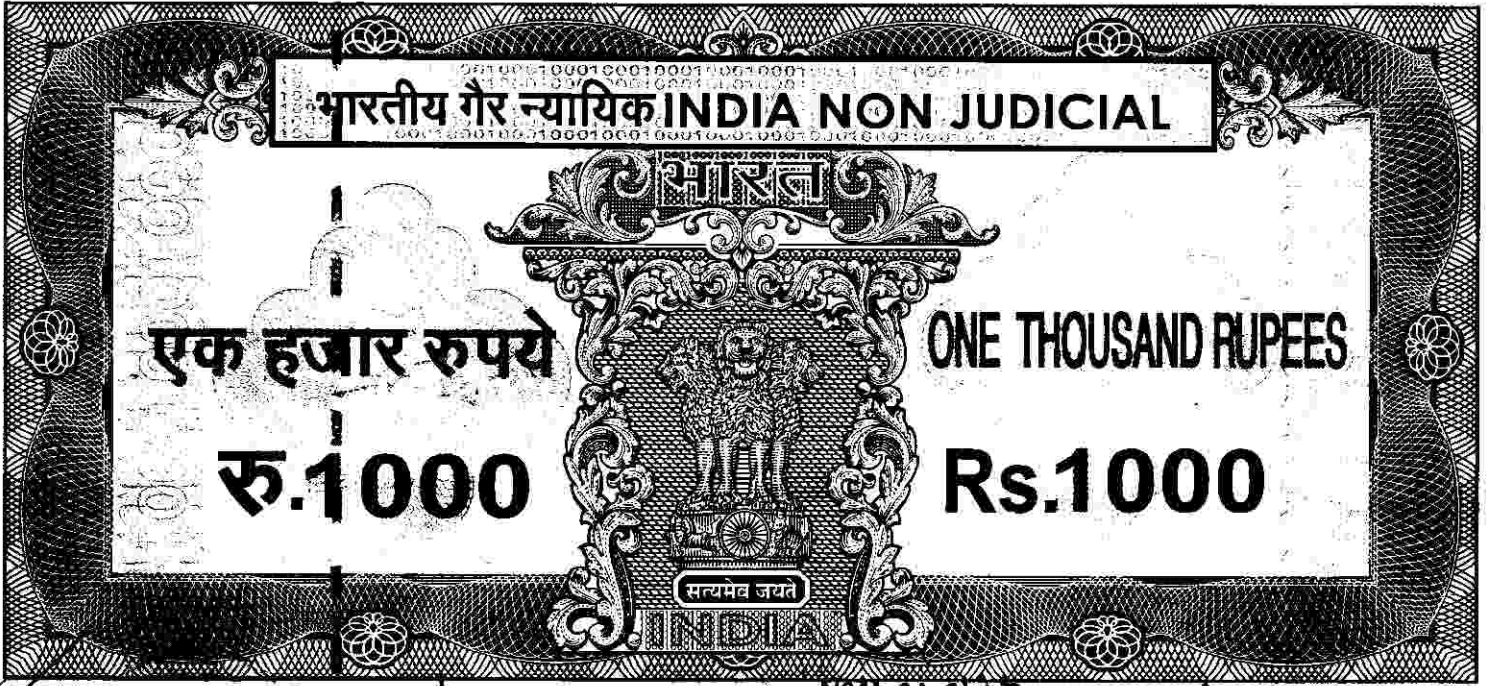
SHIWNARAYAN CHIRANJILAL D.D. Road L 815701
for Begganj Dist ARHIA SAKI Shanku
Goel partner for Reconstituted of partner
Ship Seed
Rajkumar

Now this Deed of Partnership witnesseth as under:

1. That the business of the partnership firm shall be that of dealing in all kinds of fertilizers and agricultural inputs and / or any other trade or industry which the parties hereto may mutually covenant from time to time.
2. That the business of the partnership firm shall be carried on as before under the name and style of M/s SHIWNARAYAN CHIRANJILAL at D. D. ROAD, FORBESGANJ (BIHAR) and / or under such name and / or at such other place or place which the parties hereto may mutually covenant from time to time.
3. That the reconstituted partnership firm under new terms and conditions shall be deemed to have commenced since the 1st day of April, 2014.
4. That apart from the existing Capital in the firm, further the capital shall be subscribed and brought in by the parties to this deed by mutual consent and according to exigencies of business. Investment so made by parties shall carry interest at the rate (twelve) 12% per annum or at any other rate as may be prescribed under section 40(b) (iv) of the Income Tax Act or any other provision of the act made applicable as may be in force in the Income Tax

9.11.14 ई. श्री 39299
SHIWNARAYAN CHIRANJILAL

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बिहार BIHAR

SHIWINARAYANCHI PARTNERSHIP
 FORBESGANJ DISTARAHA SHIKHAMHOGAL
 PARTNER FOR RECONSTITUTED PARTNERSHIP

L 815700

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 27/3/14

assessment of the partnership firm for relevant accounting period and the same shall be payable to the partners on the amount standing to the credit of the account of the partners. Such interest shall be calculated and credited to the account of each partner at the close of the accounting year. Interest so paid/provided shall be treated as business expenditure and shall be debited to Profit and Loss account before arriving at divisible profit or loss as the case may be.

However, in case of loss or lesser income, the rate of interest can be NIL or lower than 12% as may be agreed to by and between the partners from time to time.

5. (1) That the parties shall keep or shall cause to be kept proper books of account in which shall be recorded all transactions relating to partnership business.
- (2) That at the close of every accounting year i.e. on 31st day of March every year a Profit and Loss Account and Balance sheet shall be prepared.
- (3) That all the books of account and other important documents shall be maintained at the principal place of business and all the parties shall have the right to inspect them and to take copies of the same at all reasonable hours.

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16. That all the matters of dispute arising out of or in connection with the partnership shall be referred to arbitration law (in force for the time being)

17. That any of the above terms and conditions shall be null and void if not agreed, altered or amended by the mutual consent of all the partners.

एक हजार रुपये

ONE THOUSAND RUPEES

₹ 1000

Rs 1000

सत्यमेव जयते

Partnership

SHRI Narayan Shankar 9-9 Road, Bihar 813930
 for DISTARIT Shishambhu Goel Partner for
 Reconstituted of Partnership

1000 x 4 = 4000/-
 24/12/14
 (1) श्री श्री शिवाजी साहू
 कानपुर (उत्तर प्रदेश)
 मो. नं. - 175181

287
 1.4
 बिहार BIHAR

श्री श्री देवत 312291 नं

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6. (1) That the parties of the First part and Second part namely Sri Shambhu Goel and Sri Samar Goel have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partners. It is hereby agreed that in consideration of their working for the partnership firm, each party shall be entitled to remuneration @ Rs.6,000/ per month.
- (2) However, the remuneration payable to the above said working partner shall be computed in the manner laid down in explanation 3 to section 40 (b) of the Income-Tax Act, 1961 or any other applicable provision as may be in force in the Income- Tax assessment of the partnership firm for the relevant accounting year.

Such remuneration shall be credited to the account of the working partners at the close of the accounting year. The working partner shall be entitled to withdraw amounts towards remuneration for the personal needs from time to time.

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- (3) The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.
- (4) Remuneration so paid / provided shall be treated as business expenditure and shall be debited to profit and loss account before arriving at divisible profit or loss as the case may be.

7. That the net profit of the partnership firm as per the accounts maintained by the firm after deduction of all expenses relating to business of the partnership including, rent, salaries, conveyance, telephone etc. and other establishment expenses as well as interest and remuneration payable to the partners in accordance with the clauses of the deed of partnership, shall be divided and distributed amongst the partners at the close of the accounting year in the following manner :-

1. Sri Shambhu Goel.....60% (Sixty percent)
2. Sri Samar Goel.....40% (Forty percent)

The loss, if any, including loss of capital suffered in any year shall also be apportioned in the above proportion.

8. That the Credit balance in the capital account of the retiring partner namely Smt. Shanti Devi Agrawal shall be paid within the reasonable time on demand.

9. That the bank account or accounts shall be opened / continued in the name of the firm in such bank or bank as may be decided by the parties and shall be operated by any of the parties of the First and Second Parts for and on behalf of the firm either jointly or severally.

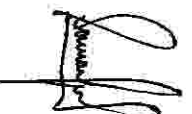
10. a) That the duration of the partnership firm shall be at will.
b) If any of the partners to this deed, any time be desirous of retiring from the Partnership firm, it shall be competent for him/her intention to do so.
c) Provided He / she give at least one calendar month's notices to other in writing of his / her intention to do so.

11. That each / every party shall be just and faithful to the others and shall render a true and correct account of partnership affairs to others.

12. That the parties hereto shall on behalf of the firm be entitled to give General Power of Attorney to any person or employees of the firm to do any or all business deeds, acts and or to file or defend any suit for or against the firm in any court of law Central or State Govt. office or local authorities.

13. That all the parties are partners in their individual capacity and are not benamidar of other person.

21115-25-10-2015



14. That speculation shall not be the business of the firm.

15. That save and except as agreed upon in this Deed, the General provisions of Indian Partnership Act and the Rules made there under (in force for the time being) shall govern.

16. That all the matters of disputes, differences and / or misunderstanding shall be referred to arbitration, subject to the provisions of Arbitration law (in force for the time being)

17. That any of the above terms and conditions express in writing or implied from conduct may be varied, altered or added to by mutual consent of all the partners.

In witness where of the parties here to have signed this deed of partnership the day, month and year first above mentioned.

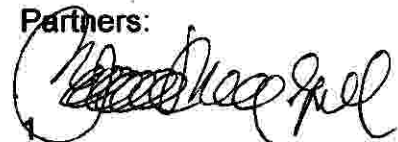
Read and subscribed after understanding the contents.

Witnesses:

1.

2.

Partners:



(Continuing Partner)
Shambhu Goel

2.



(Continuing Partner)
Samar Goel

3. शान्ति देवी अग्रवाल
(Retiring Partner)
Shanti Devi Agrawal