

(2002)

**DEED OF RECONSITUTION
OF
M/S. SRI RAMA METAL WORKS**



DEED OF RECONSTITUTION OF M/S. SRI RAMA METAL WORKS

THIS DEED OF RECONSTITUTION OF PARTNERSHIP MADE AND EXECUTED ON THIS THE 2ND DAY OF DECEMBER 2002 BY AND AMONGST:

1. **Mr. CHAND R. BELANI**, son of **late RAMCHAND BELANI**, aged about 47 years residing at **No.77, Ulsoor Road, Bangalore – 560 042**, hereinafter called the **FIRST PARTY OR CONTINUING PARTNER**.
2. **Mr. PRAKASH R. BELANI**, son of **late RAMCHAND BELANI**, aged about 54 years residing at **No.77, Ulsoor Road, Bangalore – 560 042**, hereinafter called the **SECOND PARTY OR INCOMING PARTNER**.
3. **Mr. SUNDER R. BELANI**, son of **late RAMCHAND BELANI**, aged about 43 years residing at **No.77, Ulsoor Road, Bangalore – 560 042**, hereinafter called the **THIRD PARTY OR INCOMING PARTNER**.

AND

4. **Kumari ARCHANA P. BELANI**, daughter of **PRAKASH R. BELANI**, aged about ... years, residing at **No.77, Ulsoor Road, Bangalore – 560 042**, hereinafter called the **FOURTH PARTY OR OUTGOING PARTNER**, having attained the age of majority has expressed her desire to retire from the partnership firm.

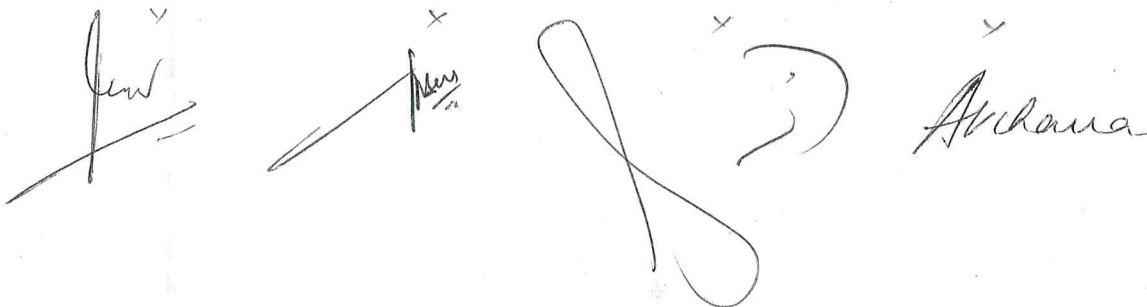
(the term **PARTNERS**, wherever it occurs unless opposed to the context, shall mean and include his/her/their heirs, executors, legal representatives and assigns).

: 2 :

- A. **WHEREAS**, the First and Fourth parties along with late **Smt. GODAVARI BAI** were carrying on business in partnership under the name and style of **M/S. SRI RAMA METAL WORKS** at **No.320, Mysore Road, Bangalore – 560 026**, as engineering fabricators, contractors for the Indian Railways other Government agencies and other engineering industries under a deed of Partnership dated **27.03.1993**, and,
- B. **WHEREAS**, **Smt. GODAVARI BAI** expired on 10th April 2002 and in terms of her will bequeathed 37.5% of her share (i.e., 15%) to her eldest son Sri. Prakash R. Belani and 62.5% of her share (i.e., 25%) to her youngest son, Sunder R. Belani in the partnership firm of M/s. SRI RAMA METAL WORKS, and
- C. **WHEREAS**, now the parties have decided to reconstitute the Partnership firm by admitting the Second and Third parties as partners to the reconstituted partnership firm with effect from 11th day of APRIL 2002, and
- D. **WHEREAS**, the parties deem it in their interests to reconstitute the firm and reduce the terms and conditions of the reconstituted partnership into writing;

NOW THIS DEED OF RECONSITUTION OF PARTNERSHIP WITNESSETH:

1. That the name and style of the reconstituted firm shall be **M/S. SRI RAMA METAL WORKS**.
2. That the principal place of business of the firm shall be at No.320, Mysore Road, Bangalore – 560 026. The partners may carry on business at any other place(s) as mutually agreed upon.



: 3 :

3. That the business of the partnership shall continue to be that of engineering fabricators and contractors for the Indian Railways other Government agencies and private engineering industries. The firm may carry on any other business as the partners may agree upon from time to time.
- 4 That the reconstitution of the partnership shall take effect from 11th day of April 2002.
5. That the firm shall maintain accounts of day-to-day transactions, such as day book, ledger etc., as may be found necessary.
6. That the accounts of the firm shall be closed for the first time on 31st March 2003 and thereafter on the 31st day of March of every year. The Partners shall cause a statement of Assets & Liabilities and Profit & Loss accounts to be prepared as on the last working day of the year. The net profit or loss shall be computed after making provisions for rent, salaries, telephones, light charges and interest etc. The Partners shall sign these statements to signify their approval. It is clarified that interest/salaries/allowances payable to partners shall constitute a deductible charge on the profits.
7. Remuneration/salary to Partners:

The following partners are hereby designated working partners as their are actively engaged in conducting the affairs of the firm.

Mr. PRAKASH R. BELANI
Mr. CHAND R. BELANI
Mr. SUNDER R. BELANI

The working partners shall be entitled to the remuneration as mentioned below:



: 4 :

Mr. PRAKASH R. BELANI

- 90% of books profits upto the first Rs.75,000/- of the book profits.
 - 60% of the next Rs.75,000/- of book Profits.
 - 40% of the balance of book profits.
- Subject to a minimum of Rs.4,000/- p.m.

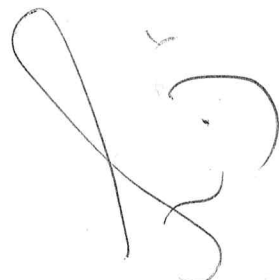
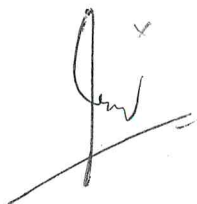
Mr. CHAND R. BELANI

- 90% of books profits upto the first Rs.75,000/- of the book profits.
 - 60% of the next Rs.75,000/- of book Profits.
 - 40% of the balance of book profits.
- Subject to a minimum of Rs.4,000/- p.m.

Mr. SUNDER R. BELANI

- 90% of books profits upto the first Rs.75,000/- of the book profits.
 - 60% of the next Rs.75,000/- of book Profits.
 - 40% of the balance of book profits.
- Subject to a minimum of Rs.4,000/- p.m.

It is clarified that the term "Book Profit" means the net profit as shown in the Profit and Loss account for the relevant previous year, computed in the manner applicable to computation of profits and gains from business, under the income-tax law, without deducting therefrom remuneration paid/payable to partners as per this clause. The remuneration to which each of the above partners are entitled may be credited to their respective Current Account at the end of the accounting period. Each of these partners is, however, entitled to draw amounts against these anticipated credits at any time during the year, without being liable for the payment of any interest, provided such drawal does not exceed the final credit in the said account at the end of the accounting period. Any excess drawn should be paid back immediately after the amounts are determined.



Archana

: 5 :

8. Interest on Capital/Drawings:

Capital accounts of Partners shall first be drawn up as at 11th April 2002 and thereafter on the first day of April every year thereafter. Every partner shall be entitled to interest at 15% p.a. on the average credit balances in the respective capital accounts.

9. The Profit or Losses as computed in the manner prescribed in Clause (6) shall be shared as under:-

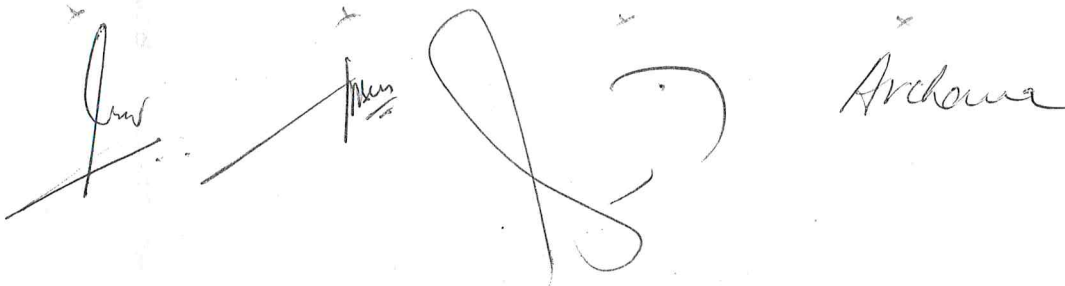
(as per WILL be late Smt. GODAVARI BAI)

	PROFITS	LOSSES
(a) Mr. PRAKASH R. BELANI	25%	25%
(b) Mr. CHAND R. BELANI	50%	50%
(c) Mr. SUNDER R. BELANI	25%	25%
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TOTAL:	100%	100%
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10. That all assets and liabilities of the erstwhile partnership shall continue in this reconstituted partnership firm.

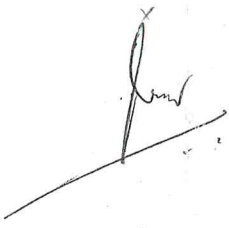
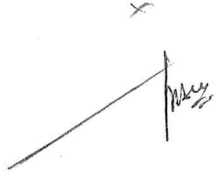
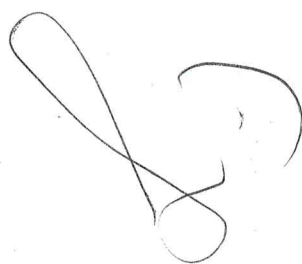
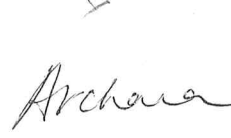
11. That the Bank account(s) in the name of the firm shall be opened, operated and closed by any partner(s) authorized by the others.

12. That the partnership is one at will and may be dissolved at the will of any partner.

The block contains four handwritten signatures. From left to right: a signature that appears to be 'Prakash', a signature that appears to be 'Chand', a large, stylized signature that appears to be 'Sunder', and a signature that appears to be 'Archana'.

: 6 :

13. That the death of a partner shall not dissolve the firm; it shall be continued making the heirs and legal representatives of the deceased partner as partners of the firm in their place.
14. That in case of any disputes amongst the partners which cannot be resolved amongst themselves the name is to be referred to the arbitration of three arbitrators whose names should be mutually agreed upon and the majority decision shall be binding on all the partners.
15. That at the time of dissolution of partnership the assets of the firm shall be realized, all the debts of the firm paid, the net profits or losses, if any, shall be divided or borne by the partners in the same ratio as mentioned in Clause (9) supra. If any asset(s) are to be distributed in specie it shall be done as per the understanding amongst the partners.
16. That any partner may retire giving three months notice to the firm of such intention. The retiring partner shall not be entitled to any share in goodwill/appreciation in the value of the assets of the firm. The accounts of the retiring partner shall be settled as per mutual understanding.
17. That all other matters for which there is no provision in this deed shall be decided amongst the partners mutually.

:7:

IN WITNESS WHEREOF THE PARTNERS HAVE SET THEIR HANDS IN AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN PRESENCE OF WITNESS.

WITNESSES:

1.


FIRST PARTY/CONTINUING PARTNER.

2.


SECOND PARTY/INCOMING PARTNER.


THIRD PARTY/INCOMING PARTNER.


FOURTH PARTY/OUTGOING PARTNER.