5545

100 Government of Karnataka 100

Registration & Stamps Department

MPL/B100/06-07 No. 0215249

Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Chand R Belani

s/d/w/o _____ residing at _____ For STATE BANK OF MYSORE

Mysore Road Branch (BHEL Br.,)
Bangalore -26. (4529)

Br. Name :

Date : 31 JAN 2007

Authorised Agent to collect stamp duty on behalf of Government of Karnataka.

Manager

100 100

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

THIS DEED OF RECONSTITUTION OF PARTNERSHIP MADE AND EXECUTED ON THIS THE 31ST DAY OF JANUARY 2007 BY AND AMONGST

1. **Mr. CHAND R. BELANI,** son of **late RAMCHAND BELANI,** aged about 52 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 59 years, residing at **No.77, Ulsoor Road, Bangalore – 560 042,** hereinafter called the **SECOND PARTY OR INCOMING PARTNER.**

A N D

3. **Mr. SUNDER R. BELANI,** son of **late RAMCHAND BELANI,** aged about 48 years, residing at **No.77, Ulsoor Road, Bangalore – 560 042,** hereinafter called the **THIRD PARTY OR INCOMING PARTNER.**

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Government of Karnataka
Registration & Stamps Department

MPL/B100/06-07 No. 0215250
Issued by
State Bank of Mysore

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Sri/Smt. Chand R Bolani
s/d/w/o _____ residing at _____

For STATE BANK OF MYSORE

Br. Name : Mysore Road Branch (BHEL Br.) Bangalore -26.(4529)
Date : 31 JAN 2007

Authorised Agent to collect stamp duty on
Mysore Road Branch (BHEL Br.)
Bangalore - 560 026.

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

A. **WHEREAS,** the First, Second and Third parties were carrying on the business of 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 2nd December 2002 with effect from 11th day of April 2002, and,

B. **WHEREAS,** the parties herein above have decided to reconstitute the firm by making the profit sharing ratio equal as all the partners are actively involved in the day to day business of the firm, and,

C. **WHEREAS,** the parties deem it in their interests to reconstitute the firm and reduce the terms and conditions of the reconstituted partnership into writing:

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Registration & Stamps Department

MPL/B100/06-07 No. 0215251

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State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Chand R Belani

s/d/w/o _____ residing at _____

For STATE BANK OF MYSORE

Br. Name Mysore Road Branch (BHEL Br.) Bangalore -26. (4529)

Date : 31 JAN 2007

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

100 100

NOW THIS DEED OF RECONSTITUTION OF PARTNERSHIP WITNESSETH :

1. That the name and style of the constituted 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. 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 1st day of April 2006.

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Registration & Stamps Department

MPL/B100/06-07 No. 0215252

Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Anand R. Belani

s/d/w/o residing at

For STATE BANK OF MYSORE

Name: Mysore Road Branch (BHEL Br.) Bangalore-26. (4529)

Date: 31 JAN 2007

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

Mysore Road Branch (BHEL Br.) Bangalore

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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 reconstituted firm shall be closed for the first time on 31st March 2007 and thereafter on the 31st day of March of every year. The Partners shall cause a statement of Assets and 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.

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100 Government of Karnataka 100

Registration & Stamps Department

MPL/B100/06-07 No. 0215253

Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Chand R. Belani

s/d/w/o _____ residing at _____

For STATE BANK OF MYSORE

Mysore Road Branch (BHEL Br.,)
Bangalore -26. (4529)

Br. Name :

Date : 31 JAN 2007

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

Mysore Road (BHEL Br.,)
Bangalore - 560 026.

100 100

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. PARKASH R. BELANI
Mr. CHAND R. BELANI
Mr. SUNDER R. BELANI

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

Mr. PARAKASH R. BELANI : - 90% of book 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. PRAKASH. R. BELANI

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100 100

Government of Karnataka
Registration & Stamps Department

MPL/B100/06-07 No. 0215254
Issued by
State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by
Sri/Smt. Chand R. Belani
s/d/w/o _____ residing at _____

For STATE BANK OF MYSORE

Mysore Road Branch (BHEL Br.)
Br. Name: Bangalore -26 (4529)
Date : 31 JAN 2007

Br. Manager
Authorised Agent to collect stamp duty on
Behalf of Government of Karnataka.
(Mysore Road Br.)
Bangalore

100 100

Mr. CHAND R. BELANI : - 90% of book 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 book 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.

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100 Government of Karnataka 100

Registration & Stamps Department

MPL/B100/06-07 No. 0215255

Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Chand R Bolani

s/d/w/o _____ residing at _____

For STATE BANK OF MYSORE

Mysore Road Branch (BHEL Br.,)

Br. Name: Bangalore -26. (4529)

Date: 31 JAN 2011

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

100 100

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 payable 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.

8. Interest on Capital/Drawings:

Capital accounts of Partners shall first be drawn up as at 1st April 2006 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.

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Registration & Stamps Department

MPL/B100/06-07 No. 0215256

Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Chand R. Belani

s/d/w/o _____ residing at _____

For STATE BANK OF MYSORE

Mysore Road Branch (BHEL Br.)
Bangalore -26.(4529)

Br. Name:

Date : 09 JAN 2007

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

Bangalore

100 100

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

	PROFIT/LOSS
(a) Mr. PRAKASH R. BELANI	33.34%
(b) Mr. CHANDR R. BELANI	33.33%
(c) Mr. SUNDER R. BELANI	33.33%
TOTAL:	100%

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.

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100 Government of Karnataka 100

Registration & Stamps Department

MPL/B100/06-07 No. 0215257

Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smt. Mohd R Belani

s/d/w/o residing at

For STATE BANK OF MYSORE

Mysore Road Branch (BHEL Br.)

Br. Name Bangalore -26.(4529)

Date : 31 JAN 2007

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

100 100

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

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.

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100 Government of Karnataka 100
Registration & Stamps Department
MPL/B100/06-07 No. 0215258
Issued by
State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by
Sri/Smt. Chand R Belani
s/d/w/o _____ residing at _____
For STATE BANK OF MYSORE
Mysore Road Branch (BHEL Br.,)
Br. Name Bangalore -26. (4529)
Date : 31 JAN 2007
Authorised Agent to collect stamp duty on behalf of Government of Karnataka
100 100

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.

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. D. Hanumantharayappa.
No:384, 17th main,
4th 'T' Block, Jayanagar
Bangalore-560041

2. A.S. Srivatsa
(A.S. SRIVATSA)
No.384, 17th Main
4th 'T' Block, JNR
B'lore-41

FIRST PARY/CONTINUTING PARTNER.

SECOND PARTY/INCOMING PARTNER.

THIRD PARTY/INCOMDING PARTNER.