Serial No. 15240 Deed No. 794

Govt. of Bihar
District Registry Office ,Patna
Summary of Endorsement

This document was presented for registration on **24/11/2021** by **Sooraj Bharti**
A stamp duty of Rs. **10000**/- and other fees of Rs. **2000**/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. **794** in Book No. **4**, Volume No. **18** on pages from **32** to **41** and has been preserved in total **10** pages in C.D. No. **3** / Year **2021**

24/11/2021

Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, **Patna**

Date: 24/11/2021 Token No: 15627 /2021

SCANNED BY

PARTNERSHIP DEED

This DEED OF PARTNERSHIP is made and executed on this 24 day of November, Two Thousand Twenty One.

BETWEEN

(1) Sri Sooraj Bharti, S/o Sri Manoj Kumar Bharti, resident of Parikrama, 4th Floor, Quality Enclave, South Mandiri, P.O. – GPO, Patna – 800001, hereinafter called PARTY OF THE SECOND PART (Bihar)
MOB: 9431215740

BHARTI MERTIYA DEEPAK CONSTRUCTION Partner 24/11/21

District Registry Office,Patna

Token Number 15627 | Reg. Year 2021 | Serial Number 15240 | Deed Number 794

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Deepak Sagar						
Sig.	24/11/21						
Executant	Kailash Chand						
Sig.	24/11/21						
Presented By	Sooraj Bharti						
Sig.	24/11/21						
Executant	Sooraj Bharti	N/A	N/A	N/A	N/A	N/A	N/A
Sig.	24/11/21						
Identified By	Satyendra Kumar						
Sig.	24/11/21						



24/11/21

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(2) Sri Kailash Chand, S/o – Late Manik Lal Agrawal, resident of A-52, Narmada Apartment, Exhibition Road, Behid LIC Building, Patna – 800001 (Bihar), hereinafter called PARTY OF THE FIRST PART
MOB: 9386956794

AND

(3) Sri Deepak Sagar, S/o Late Rajendra Prasad, resident of SBI Gali, Hajiganj, Sampatchak, Patna - 800008, hereinafter called PARTY OF THE THIRD PART
MOB: 9934770999

All by faith Hindu, by occupation business and all hereinafter jointly referred to as the partners or parties (the expression First Party, Second Party and Third Party shall unless excluded by or repugnant to the context hereof, be deemed to mean and include their respective representatives and assign etc.).

WHEREAS the parties of First, Second and Third Part of deed have agreed to carry on the business of construction of buildings, bridges, culvert, roads and other structures in the Partnership under the name and style of M/S **BHARTI MERTIYA DEEPAK CONSTRUCTION**.

AND it is deemed expedient and desirable to reduce the terms and conditions governing to this deed of partnership into writing:

NOW THIS INDENTURE WITNESSETH & IT IS HEREBY DECLARED BY THE PARTIES HERE AS FOLLOWS:-

1. **NAME:** The parties hereto agree to carry on the business in the name of M/S **BHARTI MERTIYA DEEPAK CONSTRUCTION**.

2. **DURATION:** This partnership comes into effect from date: 05/10/2020 and shall be a partnership at will.

3. **BUSINESS:** The business of the partnership shall be to carry on the business of construction of buildings, bridges, culverts, Roads and other structures and any other business which the partners may mutually agree.

BHARTI MERTIYA DEEPAK CONSTRUCTION Partner 24/11/21

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4. **ACCOUNT:** Usual books of account 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 existing system of accounting of B. M. Group and its sisterly concerned companies. Party of the Third Part hereby accepts this condition and assures his non-interference in the aforesaid existing accounting system.

5. **CAPITAL FUND:** The fund required for the land acquisition, construction etc. of project to be constructed shall be provided or arranged equally by the partners according to the needs.

6. **SHARES:** The parties hereto shall share Balance Profit & Loss equally in the following ratio:-

Sri Sooraj Bharti	Party of the First Part	33.3 %
Sri Kailash Chand	Party of the Second Part	33.3 %
Sri Deepak Sagar	Party of the Third Part	33.4%

7. **RETENTION AMOUNT:** That 5% of the total profit will be retained by the partnership firm for a period of 1 year for maintenance of the project. After the period of 1 year, the remaining fund will be divided amongst the parties in the above mentioned ratio.

8. The accounting year of the partnership shall be the financial years ending on 31st March every year. The same may be changed by the consent of the parties, hereto.

9. **Office:** The Head Office of partnership shall be situated at Ground Floor, Vasudeo City, opposite Raj Hans Guest House, Beni babu Ka Bagicha, Rajendra Path, Patna – 800001, Bihar & branch may be opened at such place as may be mutually decided by the parties of this deed.

10. **BANK OPERATION:** The Bankers of the partnership shall be such that the party of the First Part – Sri Sooraj Bharti and one another partner may sign cheque on behalf of the firm and to operate all banking accounts of the firm and to receive payment, make endorsement and accept negotiable instruments, hundies, bills etc. or may authorize any

BHARTI MERTIYA DEEPAK CONSTRUCTION

Partner

BHARTI MERTIYA DEEPAK CONSTRUCTION

other person or persons to exercise such powers as may be decided by the partners.

11. RIGHT AND DUTIES OF THE PARTNERS:

(a) The partners shall promote the business to the best of their abilities.

(b) The firm shall indemnify a partner in respect of payment made and liabilities incurred by him:

(i) In the ordinary and proper conduct of business, and

(ii) In doing such act, in an emergency for the purpose of protecting the firm from loss as would be done by person of ordinary prudence, in his own case, under similar circumstances.

(c) Each partner shall punctually pay his separate debts, and

(d) Each partner shall be just and faithful to one another.

12. NEITHER PARTNER SHALL WITHOUT CONSENT OF BOTH PARTNERS:

(a) Lend any of the moneys and deliver upon credit any of the goods of the firm to any persons whom the partners shall have previously in writing forbidden him.

(b) Give any securities or promises for payment of money on account of the firm except in the ordinary course of its business.

(c) Knowingly do anything whereby the partnership property may be endangered.

(d) Mortgage or change his or her shares in the properties of the firm.

(e) Draw, accept or endorse any bills of exchange or promissory notes on accounts of the firm save in the ordinary course of its business.

(f) Apply partnership fund in speculative transactions.

(g) Acknowledge any debts so as to extend the period of limitation against the time, or

(h) Submit a dispute relating to the business of the firm to arbitration, or

(i) Compromise or relinquish any claims or a portion of a claim by the firm, or

(j) Withdraw a suit or proceeding filed on behalf of the firm, or

(k) Admit any liability in a suit or proceeding against the firm, or

BHARTI MERTIYA DEEPAK CONSTRUCTION Partner

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All matters relating to the management, change of objects, and change of name and / or adoption of the other names and objects or opening closing of branch office, shifting of the partnership including those as are referred herein would and shall be determined in such manner as the majority of the partners may desire.

13. In the case of death of any of the partner the firm will not be dissolved and legal heirs, successors of assignee, If, qualified will be taken as partner of the firm in his place.

(i) Any partner may retire by giving 90 days notice in writing and the partnership shall be dissolved on such retirement.

(ii) On retirement of any partners, account will be prepared and share of Profit & Loss of the retiring partners will be ascertained at the end of the project and shall be paid to him by the remaining partner/partners.

14. The partners may by mutual consent vary the terms and conditions of the deed by executing an agreement for the same and without executing a fresh partnership deed and in such event, this deed shall stand modified to that context.

15. ARBITRATION: All disputes and difference by and between the parties hereto and the heirs and legal representatives of any of the parties hereto, in any relating to or connected with any of the provisions hereto, or anything done in pursuance hereto, including those relating to dissolution and/or retirement of any of the partner or partnership shall be referred to the arbitration of any person agreed upon by the parties there to and the award made by such arbitrator shall be final and binding on the parties hereto and their respective heirs and binding on the parties hereto and their respective heirs and legal representative and such arbitration for the time being in force.

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

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS IN THE PRESENCE OF FOLLOWING WITNESSES.

BHARTI MERTIYA DEEPAK CONSTRUCTION Partner 24/11/21

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WITNESSES:

1. .....
S/o Shankar Gosai
Uttrimpur (Miyaboli)
Khusrupur Patna
Pin – 803202
24/11/21

2. .....
S/o. Nandlal Sah
At – Hasanpur
P.O+P.S. Shahpur
Dist – Patna
24/11/21

SIGNATURE

BHARTI MERTIYA DEEPAK CONSTRUCTION

1. ..... 24/11/21
Partner
(Sooraj Bharti)

BHARTI MERTIYA DEEPAK CONSTRUCTION

2. .....
(Kailash Chand) 24/11/21
Partner

BHARTI MERTIYA DEEPAK CONSTRUCTION

3. .....
Partner
(Deepak Sagar)
24/11/21

Drafted by

Pankaj Kumar
Licence No. 175/02
Dist. Revenue office
Patna

Endorsement of Certificate of Admissibility

,dmissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 10000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 12000/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	LII	0
A8	0	D	0	H2	0	K1b	0	LIII	0
A9	0	DD	1000	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	LI	0		

TOTAL- 1000

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 2000

Registering Officer
Patna

Date: 24/11/2021

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 24th November 2021 by Sooraj Bharti S/O-Sri Manoj Kumar Bharti by profession Others. Status - Executant

24/11/21

Signature/L.T.I. of Presentant **Date:24/11/2021**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Satyendra Kumar' age '37' Sex 'M', 'S/O-Shankar Prasad', resident of 'Uttimpur, Miya Toli, Khusarupur, Patna-803202'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 24/11/2021

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna In Book 4 Volume No. 18 on pages on 32 -41, for the year 2021 and stored in CD volume No. CD-3 year 2021 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 24/11/2021

Token No. : 15627 **Year : 2021** **S.No. : 15240** **SCORE Ver.4.1** **Deed No . :d No . : 794**