

FORM III
[Rule 3]
Certificate of Registration

1. Registration Mark and Number : **P.T./ TBSE_REG/2018/13114**
2. Name of Establishment : **BHARAT BUILDERS**
3. Full Postal address of the Establishment : **FLAT NO-102, SIDHI VINAYAK
APARTMENT, YARPUR KHAGAU ROAD,
GARDANIBAGH, PATNA**
4. Location of the Establishment : **WARD NO-15, HOLDING NO-102**
5. Type of Business, trade or profession carried on : **Others**
6. Name and designation of the Manager or Agent or any other person in the immediate charge or control of the establishment : **SUMIT KUMAR, PARTNER**
7. Name and designation of other persons having interest as employer in the establishment :

S. No.	Name and Parcentage	Designation
1.	SUMIT KUMAR, S/O-SUDHIR KUMAR	PARTNER
2.	AKHILESH KUMAR, S/O- RAMAUTAR PRASAD	PARTNER
3.	SHIDHNATH SINGH, S/O- RAJENDRA SINGH	PARTNER
4.		
5.		
6.		

8. Maximum number of persons to be employed on any day : 2

This is to certify that the establishment, the particulars of which have been given above, has been registered under the Bihar Shops and Establishment Act, 1953 on: 28/10/2018

Date : 28/10/2018

Digital Signature

Declaration for Authorised Signatory

We follow Partners of **BHARAT BUILDERS** Regd. Office:- Flat No- 102, Sidhi Vinak Apartment, Yarpur, Khagaul Road, Gardanibagh, Patna, Bihar-800001.

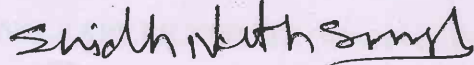
1. **SUMIT KUMAR** S/O Late Sudhir Kumar,
R/O - Flat No – A/401, Shivsury Enclave, Kottwan Bagicha, Chanakya Nagar, Patna, Bihar-801805
2. **AKHILESH KUMAR** S/O Ramautar Prasad
R/O - Flat No- 201, Pawanputara Apartment, Frazer Road Patna-800001
3. **SHIDHNATH SINGH** S/O Rajendra Singh
R/O – Yarpur Rajputana Sivaji Path, Patna-800001

That the following persons be and is hereby jointly authorized to open, operate and close the above current account:

That above mentioned applicant be and is hereby authorized, on behalf of the partnership to sign, execute and deliver in the manner herein contained cheques or orders which may be drawn or bills accepted or notes made or receipts for monies owing by the Bank to the partnership duly signed on behalf of the said partnership in respect of the operations of the account and for all cheques, or other orders, which may be drawn or bills accepted or notes or negotiable instruments passed on the partnership behalf of receipts for money owing by you to the partnership.

All his actions in relation to this business will be binding on us.

Signatures of the persons who are all Partners.

S. No.	Full Name	Designation/Status	Signature
1.	SUMIT KUMAR	PARTNER /	
2.	AKHILESH KUMAR	PARTNER /	
3.	SHIDHNATH SINGH	PARTNER /	

Acceptance as an authorized signatory

We All Partner of the **BHARAT BUILDERS** do hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



बिहार BIHAR

क्रमांक. 10636 ता. 12-11 किमत. 1000 वास्त. साद. AC 226345

क्रेता का नाम एवं पता. अश्विनी कुमार झा पत्नी 42000

चन्द्रशेखर प्रसाद
मुद्रांक विक्रेता, एन० न० 33/87
कल्कटीयर कॉर्ट, पटना

PARTNERSHIP DEED BETWEEN THREE PARTNERS

THIS DEED OF PARTNERSHIP is made on this 1st day of June Month of 2018 between

Sumit kumar S/o Late Sudhir Kumar, R/o- Flat no.- A/401, Shivsury Enlcalve, Kottwan Bagicha, Chanakya Nagar, Patna, Bihar-801805. PAN NO.-(APKPK2791M). (wherever the necessary, includes their and successors) hereinafter be referred as the party of the First Part;

Akhilesh Kumar S/o Ramautar Prasad R/o- Flat No.- 201, Pawanputara Apartment, Frazer Road, Patna -800001, PAN NO.(AKAPK9195Q). (expression unless repugnant to the context means and includes their and successors), hereinafter be referred as the party of the Second Part

AND

Shidhnath Singh S/o- Rajendra Singh R/o- Yarpur, Rajputana Sivaji Path, Patna-800001
PAN NO.-(CMWPS0505E). (which expression unless repugnant to the context means and includes their and successors) hereinafter be referred as the party of the Third Part to this deed.

WHEREAS the parties of First, Second and Third Part of this deed have agreed to carry on the business of **Constructions of building, Trading of building materials and etc.** in partnership under the name and style of **BHARAT BUILDERS Address:-** Flat No.- 102, Sidhi Vinak Apartment, Yarpur, Khagaul Road, Gardanibagh, Patna, Bihar – 800001.

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

NOW, THEREFORE, THE DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. That the parties here to shall work jointly in partnership for carrying on the business of **Constructions of building, Trading of building materials and other related business.**
2. That the capital of the firm comprises the following:

Amount

Party of the First Part 100000 /-

Party of the Second Part 100000 /-

Party of the Third Part 100000 /-

Interest on capital so invested by the partners shall not be payable to them. In case if the firm needs more funds then the same shall be brought in by the partners named above by way of loan which shall bear such rate of interest as may be agreed upon between the

parties here to from time to time. The rate of interest on such loan contribution can be varied with the mutual consent.

3. That the business shall be carried on under the name and style of **BHARAT BUILDERS**, which can be changed from time to time with mutual consent of all the parties to this deed.
4. That each partner shall be whole time working partner and they shall be paid **Rs. 20,000/- per month as salary for services rendered to the partnership business.**
5. That a bank account or bank accounts in the name of the firm shall be opened which shall be operated by the partners either/jointly and severally or subject to any instruction(s) as may be given to the bankers from time to time by the firm under the signatures of the parties hereto.
6. That the Profit and Losses of the business shall be shared by the partners in the given proportion:

Party of the First Part 33.34% (Sumit Kumar)

Party of the Second Part 33.33% (Akhilesh Kumar)

Party of the Third Part 33.33% (Shidhnath Singh)

7. The partners through their authorised representatives or themselves can make expenditure within one Financial Year on behalf of the firm within the following

limits: Amount

Party of the First Part

Party of the Second Part

Party of the Third Part

Necessary bill receipt will be furnished by the concerned partners and for expenses exceeding the above limits, the necessary presumption from the other working partners will be obtained.

8. That no one of the partners, without written consent of all the other partners shall:
 - (a) mortgage, assign or charge his share in the assets of the firm;
 - (b) lend money belonging to the firm; or
 - (c) except in the ordinary course of the business sale or dispose of by pledge otherwise, any partnership property or profits.
9. That each partner has entered into this partnership in the individual capacity and shall:
 - (a) Carry on the business of the firm to the maximum common advantage;
 - (b) Be just and truthful to all other partners and shall give a true and full information affecting the firm to all other partners or their legal representatives; and
 - (c) Pay his separate and private debts relating to his separate business(es) and shall indemnify the other partners and the partnership assets against all proceedings, claims or demand in respect thereof wherever.
10. That the parties hereto are authorized to raise loans wherever deemed expedient for the purpose of the firm and the said loan will be used only for the benefit of the firm and no such amount is to be diverted for the personal gains.

11. **That any partner can retire from the firm by giving at least Six. months** prior notice and partner will not be entitled for any share of goodwill. Partner's account will be settled partner as per the balance outstanding in the capital account and after making necessary adjustment for profit/ losses which shall be due as on the date of partners retirement.
12. That in the event of death of any partner(s), any one person representing the deceased one being the eldest child or the alternative spouse or any other in legal heir next in the line would taken as partners, to which the surviving partners would have no grievance objection.
13. This partnership business is at will and can be dissolved as and when decided by the partners hereto mutually. In case of dissolution of the firm the net assets whatsoever would be available after meeting out all the business liabilities including loans shall be distributed among the partners in the proportion to their profit sharing ratio as referred to above in Clause No. 4.
14. In the event of any dispute, or difference of opinion in the matter of interpretation, execution or carrying out the objects of the firm, arbitrators appointed shall amongst themselves appoint an Umpire. The decision of the arbitrators would be binding on the parties to the dispute. In the event of any difference amongst them the decision of the Umpire would be final and binding upon all concerned.
15. The provisions of the Indian Partnership Act, 1932, shall apply in respect of the matters which are not expressly provided for herein above.
16. That the regular books of accounts shall be maintained which shall be kept at the Registered office of the business and would be open for inspection at all reasonable time to all partners or their authorized representatives who will be free to take copies thereof. The accounts shall be closed annually on 31st March every year and the profit and losses shared in the profit sharing ratio as referred to above in Clause

No. 4. The profit shall be distributed or losses borne by the partners hereto within stipulated period of 4 months or within the extended time, with the mutual agreement, from the closing of the accounts after making adequate provisions for taxation and other expenses as governed by the relevant fiscal laws.

In Witness whereof the parties hereto have set their Signature/Thumb Impression in presence of the witnesses:

Party of the First Part

Sumit Kumar

Party of the Second Part

Devi/son Kumar

Party of the Third Part

Swidh Nath Smysl

Witnesses:

1. Vicky prasad

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