IV/070/2012 D.No. IV/070

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR 341109

2012

03 OCT 2012

अनुसार पदाधिकारी
भागलपुर

2-11-12

श्री अमन सिंह सा० डी० एन० सिंह रोड घाट रोड थाना आदमपुर

५०००/१ = ५०००/-

जवाहर लाल सिंह
मुद्रांक विक्रेता, भागलपुर
ला० न०-१७-८७

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 1ST day of November in the year Two Thousand Twelve.

BETWEEN:

(1) **SRI AMAN SINGH**, son of Sri Shital Prasad Singh, by faith Hindu by occupation business resident of Mohalla D.N.Singh Ghat Road, Deep Nagar, P.S.- Adampur, in the town and district of Bhagalpur - 812001 herein- after referred to as party of the FIRST PART.

Aman Singh 03/11/2012

(2) **SRI SUMAN KUMAR SINGH**, son of Sri Shital Prasad Singh, by faith Hindu by occupation business resident of Mohalla D.N.Singh Ghat Road, Deep Nagar, P.S- Adampur in the town and district of Bhagalpur - 812001 herein-after referred to as party of the SECOND PART.

Suman Kumar Singh 03/11/2012

Aman Singh
03/11/2012

District Registry Office,Bhagalpur

Token Number 17315	Reg. Year 2012	Serial Number	Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Aman Singh						
Sig.	Aman Singh 03-11-2012						
Executant	Aman Singh						
Sig.	Aman Singh 03-11-2012						
Executant	Suman Kumar Singh						
Sig.	Suman Kumar Singh 3/11/12						
Identified By	Niranjan Kumar Singh						
Sig.	Niranjan Kumar Singh 03/11/2012.						

प्रस्तावक का हस्ताक्षर

(R) 3/11

हस्ताक्षर लिपिक

SCORE Ver.3.0	Powered by InfoSystem and Solutions,Patna	Biometric Captured By 2200sop002

Date Signed

21/11

WHEREAS the parties hereto of the First and Second part above decided to enter into an agreement to form and constitute a partnership firm.

AND WHEREAS the parties deem it proper to reduce all the terms and conditions on which they have agreed to work in partnership in writing by means of Deed of partnership.

1. **FIRM NAME**

The business of the new partnership shall be carried on under the trade name and style of M/S "**SHIVA DEVELOPERS**".

The name of the business may be changed with the consent of the partners from time to time.

2. **EFFECTIVE DATE**

That the new partnership shall be deemed to have COMMENCED on and from the 1ST day of November, 2012.

3. **BUSINESS PREMISES**

The head office of business shall be at Dr. RAJENDRA PRASAD ROAD, BHAGALPUR - 812001. The place of business may be changed and new office or offices may be opened as the partners may decide from time to time.

4. **BUSINESS**

That the business activities of the firm is and shall continue to be execution of Civil, Electrical and Mechanical contracts and Supply works orders from Govt. , Semi Govt. Departments, Private Establishment etc. and other business allied or incidental thereto.

THE PARTNERS shall have the option to embark upon any new line of business and open and close offices and all the terms and conditions of the partnership shall apply from time to time.

5. TERM

That the partnership shall be at WILL and will continue so long as the partners may desire.

6. CAPITAL

That both the partners shall provide such capital as they shall consider necessary for conducting the partnership business irrespective of their profit sharing ratio. **A partner may also withdraw any amount from his capital account with the consent of the other partner in writing from time to time.**

7. **INTEREST ON CAPITAL**

Interest at the rate of 12% per annum or such other rate as may be mutually agreed upon subject to the limit prescribed under Sec. 40(b) of the Income Tax Act, 1961 from time to time shall be paid/credited yearly at the close of the relevant accounting year to each partner on his capital for the time being standing to his credit. Interest rate may be increased or decreased or waived from time to time by the mutual consent of the partners.

8. **BORROWINGS**

The partnership firm may also borrow moneys/funds for the business on such terms and conditions as may be agreed to by the partners. No partner shall have the right to borrow any money in the name of the firm for his personal use and in case any such loan is taken by any of the partner and utilized for his personal benefit, the firm shall in no way be held liable for the payment thereof.

9. **MANAGEMENT**

The all the partners or appointed person or persons shall control and Management of the partnership business mutually. They can receive payments in the mode of cheque or draft on behalf of the firm and deposit the same in the bank account/accounts of the firm.

10. REMUNERATION TO PARTNERS

In case of profits in the firm, the partners are entitled to take remuneration of Rs. 4000/- (Rupees four thousand only) as decided by the partners from time to time.

Further provided that in case of loss in the firm, the partners are not entitled to any remuneration and in case of inadequacy of profit, their remuneration in aggregate shall not exceed the amount of the profit available for remuneration, rather their remuneration shall be reduced proportionately.

11. BANKS

The Bankers of the partnership firm shall be such Bank or Banks as the partners may agree from time to time and such Banking account or accounts on behalf of the partnership firm shall be operated by any one/ either survivor .

12. ACCOUNTS

Proper books of account of the partnership shall be kept at the principal place of business of the firm. Particulars of all transactions and matters and things relating to the partnership shall not be removed from the principal office of the firm without the consent of all the partners. Each partner shall have full access to the books of account and documents at all reasonable time and shall be at liberty to check them and to take such extracts there from as be may deed fit and necessary.

13. FACILITIES PROVIDED BY OR THROUGH A PARTNER

If any of the partners arrange for space, telephone, electricity or other facilities for use of the partnership business, the said partner shall be reimbursed by the partnership firm such amount as may be agreed upon between the partners from time to time.

14. ACCOUNTING YEAR

The accounting year of the Partnership Firm shall be from 1st day of April to 31st day of March. On close of the accounting year, the Balance Sheet and Profit & Loss account shall be drawn up and any profit or loss so arrived shall be shared between the partners in the ratio mentioned in clause 16 hereto.

15. PROFIT SHARING RATIO

The Annual net profit or loss of the firm after provisions for interest. variable allowance and income tax shall be apportioned between the partners hereto in the following ratio:-

a. Sri Aman Singh ..... .50% (Fifty Percent)
b. Sri Suman Kumar Singh .....50% (Fifty Percent)

16. MUTUAL FAITHFULNESS

That each of the partners shall carry on the business of the firm to the greatest common advantage, be just and faithful to the other partner and shall render true accounts and full information of all things effecting the firm and other partner.

17. RETIREMENT OF PARTNERS IN FUTURE

Any of the partners may retire from the partnership business after giving one months prior notice to the other partner. On retirement of the partner an account shall be drawn up and any amount standing to the credit of his account either will be paid up or shall be transferred to his loan account and will bear interest as may be agreed upon. The retiring partner shall been entitled to proportionate profit up to the period of his/her retirement.

18. ADMISSION OF NEW PARTNER

New person or persons may be admitted to the partnership of the partnership firm by mutual consent of all the partners on such terms and conditions as may be agreed to by the parties concerned. In case

of death of any partner, the business shall not dissolve but shall legal representative or heir of the deceased partner will be the partner on the same terms and conditions unless otherwise agreed.

19. OTHER MATTERS NOT SPECIFICALLY STATED

All other matters relating to the partnership not specifically provided for shall be governed by Indian Partnership Act, 1932 or any other similar law for the time being in force,. Any of the above terms and conditions may be varied by mutual consent of the partners. Such consent can be expressed in writing or implied by conduct.

20. ARBITRATION

Any dispute or difference arising by and between the parties to this agreement or between the members of the partnership as it may be constituted at any particular time pursuant of the provisions contained hereinbefore, arising out of or under or in respect of this agreement and in the relating of partnership whether arising arbitration as provided in the Arbitration Act, or any statutory enactment or modification thereof for the time being in force.

21. POWER OF ATTORNEY

That all the partners with mutual consent can give to any other person/persions a power of attorney to do any work or to execute any tender work or to appear before any authority on behalf of the said partnership firm and in the interest of the business.

22. RIGHT TO MODIFY RELATION

That all or any of the terms and conditions of this deed may be MODIFIED, ALTERRED OR VARIED BY ANY NEW TERMS AND CONDITIONS as may be added to the mutual consent of the parties hereto, to the expressed either in writing or implied from conduct.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESS :

1. Niranjan Kumar Singh
Advocate
S/o Late Chandra Kishor Prasad Singh
Adampur, Bhagalpur.
E.N. 3659/26.09.95
03/11/2012.

2. Md Shahnawaz Alam
S/o Md Ramzan Ali
Gani Chak
Bhagalpur
3/11/12

1. Aman Singh
(Aman Singh) 03/11/2012
First partner

2. Suman Kumar Singh
(Suman Kumar Singh) 03/11/2012
Second Partner

Drafted by
Niranjan Kumar Singh
Advocate Bhagalpur.
E.N. 3659/26.09.1995.

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or 1-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 5000/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 545/-

Registration Fee

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	250	J1	0	K2	0	Na	45
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	295

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 545

LLR + Proc Fee		Service Charge
LLR	0	250
Proc.Fee	0	
Total	0	

Registering Officer
Bhagalpur

Date: 03/11/2012

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Saturday, 03rd November 2012 by Aman Singh Shital Pd. Singh by profession Others. Status - Executant

Aman Singh
Signature/L.T.I. of Presentant
03-11-2012

Date:03/11/2012

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Niranjan Kumar Singh' age '46' Sex 'M', 'Chandra Kishore Pd. Singh', resident of 'Adampur, Bhagalpur',), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 03/11/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 4 Volume No. 14 on pages on 324 -333 , for the year 2012 and stored in CD volume No. CD-3 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Bhagalpur

Date : 03/11/2012

Token No. : 17315 Year : 2012 S.No. : 16983 SCORE Ver.3.0 Deed No . : 1070

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