Serial No. 8266 Circle:-:NA Book No. :- 4 Deed No. 564

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR 764963

Serial No. 8266 क्रेता का नाम व पता

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

This document was presented for registration on **27/07/2017** by **Ranjan Kumar Mertiya**
A Stamp Duty of Rs. **10000**/- and other Fees of Rs. **1500**/- has been paid in it.
The document was found admissible. The Names, Photographs, 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. **564** in Book No. **4**, Volume No: **13** on pages from **172** to **183** and has been preserved in total **12** pages in C.D. No. **2** / Year **2017**

Date: 27/07/2017 Token No: 8624 /2017

Signature with Dat
(**Prashant Kumar**
Registering Officer, **Patn**

CLARK CONSTRUCTION

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is registered on this 27-Day of July Two Thousand Seventeen. BETWEEN (1)**Sri Ranjan Kumar Mertiya,** S/O Sri Kailash Chand, Resident of A-52, Narmada apartment, Exhibition Road, Patna-800001, hereinafter called the PARTY OF THE FIRST PART and

SCANNED BY

(SHASHI BHUSHAN PATHAK)
OPERATOR

District Registry Office, Patna

Deed Number

Token Number 8624 | Reg. Year 2017 | Serial Number 8266

PresType	Name	Photo	Thumb	Index	Middle	Ring
Executant	Prabha Bharti					
Sig.						
Executant	Ranjan Kumar Mertiya	X Photo	X Thumb	X Index	X Middle	X Ring
Sig.	Ranjan Kumar Mertiya 27.7.17					
Presented By	Ranjan Kumar Mertiya					
Sig.	Ranjan Kumar Mertiya 27.7.17					
Identified By	Arun Kumar					
Sig.	Arun Kumar 27.7.17					

SCORE Ver.4.0

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17. **ADMISSION OF PARTNERS** : Any person may be admitted into the partnership , with the mutual consent of both the parties.

18. In the case of death of any 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 given 90 days notice in writing and the partnership shall be dissolved on such retirement and will be ascertained and shall be paid to him by the remaining partners.

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

19. The partners may by mutual consent very the terms and condition 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 extent.

20. **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 other 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.

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

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Partner

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Partner

(a) Lend any of the moneys and deliver upon credit any of the goods of the firm to any persons whom the other 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

All matters relating to the management , change of objects, 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.

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6.

(2)**Smt. Prabha Bharti** W/O Sri Sooraj Bharti, resident of Parikrama, 4th floor, Quality Enclave, South Mandiri, Patna 800001(Bihar), hereinafter,, called the PARTY OF SECOND PART

All by Faith Hindu ,by occupation business and all hereinafter jointly referred to as the partners or parties (The expression First party, second Party &Third Party shall unless excluded by or repugnant to the context here of, be deemed to mean and include their representatives and assign etc.

AND this deed of partnership shall be effective from 5th day of February 2015.

WHEREAS the parties of First & second part of deed have agreed to carry on the business of construction of building, Bridges – culvert, Roads and other structures in the Partnership under the name and style of **M/S SKYLARK 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 SKYLARK CONSTRUCTION** or any other name mutually decided by the partners on the terms and condition hereinafter mentioned.

2. **DURATION**: This partnership comes into effect from the fifth day of February Two Thousand fifteen and shall be a partnership at will.

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

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Partner

7. **SHARES** : The parties hereto shall share Balance Profit & Loss of Partnership in the following Ratio:-

Mr. Ranjan Kumar Mertiya	Party of the First Part	1/2nd
Mrs.Prabha Bharti	Party of the second part	1/2nd

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. Within six months of the close of every accounting year the annual accounts will be made drawn settled by the parties, such accounts when so drawn will be deemed to be final and none of the parties, shall subsequently question the same or any part there of save ,of any error or commission that may be manifest on the face of it

10. **OFFICE**: The Head office of partnership shall be situated at Ground Floor; Vasudeo City bulding, opp. Rajhans Guest House, Rajendra Path, Patna 800001, Bihar & branch may be opened at such place as may be mutually decided by the parties to this deed.

11. **DISTRIBUTION OF PROFITS AND /OR LOSSES** : After the finalization of the accounts of any year the partnership shall pay the profit after adjusting all drawings made by the partners respectively ,according to their shares and in case there be any loss then within the time as aforesaid the parties shall pay to partnership such portion of the profits of any year may be retained by the partnership for meeting contingencies or credited with the amounts of the profit and losses determined as aforesaid .

12. **DRAWINGS**: The Partners may draw such sum or sums from the partnership as may be mutually agreed upon.

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Partner

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Partner

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY MONTH AND YEAR FIRST ABOVE ERTTTEN.

WITNESSES

1. Arun Kumar
S/o Late Bal Krishna Das
Chaudhary gali
P.S- Khajekalan
Dist Purnea

2. Anuj Kumar. 27.7.17
S/o Dayanand Mondal
Vill- Belay pathia. Po-
Pathia Ps- Simraha.
Araria. Bihar. 854318

27.7.17

SIGNATURE

SKYLARK CONSTRUCTION

1. Ranjan Kumar Mertiya 27.7.17
(Ranjan Kumar Mertiya) Partner
PAN- ABHPM7886L

SKYLARK CONSTRUCTION

2. Prabha Bharti 27.7.17
(Prabha Bharti) Partner
PAN - BFNPP3711G

का सत्यापन तैंने एकौल से किया।
27.7.17
(नाजनीन रजा)

8.

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 such system of accounting as the parties hereto may agree upon from time to time. Each of the parties hereto may agree upon from time to time to inspect the books of accounts and other documents of the partnership and to take copies and extracts there from.

5. **CAPITAL FUND & INTEREST ON CAPITAL:** The fund required for the business of the partnership shall be provided or arranged by the partners according to the business needs in such manner and on such terms as would be mutually agreed upon by the partners .Partners shall be entitled to interest at such rate as may be mutually decided by the partners from time to time on the capital standing to their credit in the books of the firm. However the simple interest shall not exceed 24% per annum. Interest shall not be paid in case of loss arising to the firm before providing for interest & salary.

6. **REMUNERATION TO PARTNERS:** The partners shall be paid remuneration by way of salary, bonus, commission or other remuneration as may be agreed between the partners from time to time. However remuneration shall not exceed the following :-

- **If Book Profit is Negative** Rs. 1,50,000/-
- **If Book Profit Is positive**

On First Rs.3 lakh of book profit Rs. 1, 50,000/-
or 90 per cent of book profit, whichever is more

On the balance of the book profit 60per cent of book profit

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13. **BANK OPERATION**: The Bankers of the partnership shall be such as the partners may authorise any person to 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 instrument, bundies, bills etc. or may authorise any other person or persons to exercise such powers as may be decided by the partners.

14. The firm as mutually decided by all the partners shall from time to time at their discretion borrow ,raise or secure the payment, of any sum of money for the purpose of the firm form any person ,firm ,financial institution or commercial bank in such manner and on such terms and conditions as agreed upon by the partners .

15. **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 form loss as would be done by person of ordinary prudence, in his own case, under similar circumstances.

b) Each partner shall punctually pay his separate debts and

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

NEITHER PARTNER SHALL WITHOUT THE CONSENT OF BOTH PARTNERS

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Partner

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Partner