

रु. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

A 923782

क्र. 17238 तिथि 17/1/2022 मूल्य 5000/- स. 1/1/2022
 कर्ता का नाम व पता विनिर्देशक न्यायालय, मुद्रांक विक्रेता

ओम विजय कुमार, मुद्रांक विक्रेता
 ल. सं. 25/87, समाहणालय, पटना

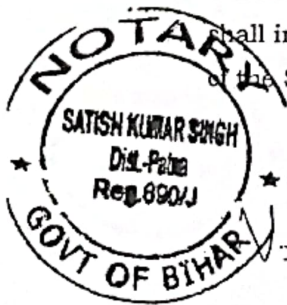
PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP MADE ON THIS 17TH DAY OF JANUARY 2022 (TWO THOUSAND AND TWENTY TWO).

Between

1. Mr. VIJAY KUMAR, (PAN NO - ANTPK3185G) S/o Sri Nageshwar Prasad Singh, Residing at House No - 50, Sector - B, Police Colony, Opp Chitragupta Bhawan, Anisabad Patna Bihar (800002). Here in after called the First Party (which term & expression shall include and mean her heirs, assigns, legal representative, successors, administrators etc.) of the First Part.

2. Mrs. NIBHA SHRIVASTAVA, (PAN NO - BCGPS5135K) D/o Nirbhay Narayain Prasad, Residing at - W/O. Raksh Kumar Srivastava, Road No 23, Near Chhakkan Tola, Devi Asthan, S.K Nagar, Patna Bihar (800001). Hereinafter called the Second Party (which term & expression shall include and mean his heirs, assigns, legal representative, successors, administrators etc.) of the Second Part.



Vijay Kumar

Nibha

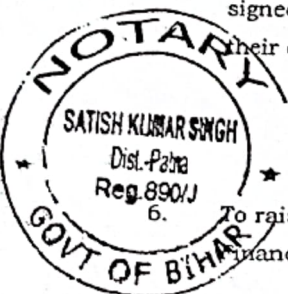
17/1/2022

WHEREAS the Parties hereto have agreed to carry on the business of **M/S VINI CONSTRUCTION**, Having Registered office at, **HOUSE NO - 50, SECTOR - B, POLICE COLONY, OPP. CHITRAGUPTA BHAWAN, ANISABAD, PATNA, BIHAR. 800002.**

AND WHEREAS both the partners hereto desire to reduce the terms and conditions of the partnership in writing to avoid any doubts, disputes or ambiguities in future.

NOW THIS INDENTURE WITNESSETH and the partners hereby mutually agree and declare as follows:-

1. That the partnership business shall be deemed to have been commenced from the 17TH January 2022 and anything done or agreed to by the parties on or after 17th January 2022 will be treated and vested as the business of the firm.
2. That the partnership shall be carried on under the name and style of **"M/S VINI CONSTRUCTION"** and both the partners hereto are partners and as such partners will agree to and are carrying in the aforesaid business in the partnership of each other constituted hereunder.
That the Registered Office shall be located at **"HOUSE NO - 50, SECTOR - B, POLICE COLONY, OPP. CHITRAGUPTA BHAWAN, ANISABAD, PATNA, BIHAR. 800002"** That the object of the Partnership firm shall be as follows:-
 - a) To carry on India or elsewhere the business of Construction, Real-estate & Civil Work and such related works.
3. That the partnership shall be At-Will.
4. That a current Bank account in the name of the firm shall be opened in any Bank and such Bank Account shall be operated jointly by both the Partners. In future, if required, further Bank Account or Accounts may be opened in any Bank or Banks in the manner as mutually agreed upon by the Partners.
5. The firms shall regularly maintain in the ordinary course of business, true and correct accounts of all its transactions and also of all its assets and liabilities, the property books of account, which shall ordinarily be kept at the firm's place of business. The accounting year shall be the financial year from 1st April onwards and the balance sheet shall be properly audited and the same shall be signed by both the Partners. Every Partner shall have access to the books and the right to verify their correctness.



6. To raise money and obtain loans, overdrafts, finance and bridge finance from banks, Government, financial corporation, Industrial Development Banks, other financing bodies and financiers, on

Vijay Kumar.
12/1/2022
16/1/22

Nilesh

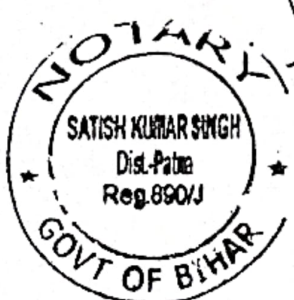
such terms and conditions as may be considered expedient by the Management Committee of Firm for expansion of business.

7. That the capital of the firm shall be contributed by the partners according to the requirement of the business.
8. That the profits or losses of the partnership business shall be divided or borne by the partners in proportion of the following ratios:-

(1)	VIJAY KUMAR	-	50%
(2)	NIBHA SHRIVASTAVA	-	50%

That the books of account of the firm shall be closed on the last date of each Financial Year i.e. 31st March.

9. That any partner can give loan to the firm and in that case simple interest @ 12% P.A. shall be payable every month to the respective partner.
10. That the both partners is working as managing partner of the firm and as such they are entitled to salary @ Rs. 10,000/- P.M. each. Subject to variation from time to time as mutually agreed upon by them. Whose total shall not exceed the limit prescribed in U/S 40(B) of the Income Tax Act, 1961.
11. That each partner shall be entitled to draw from the partnership firm for his personal or other expenses as mutually agreed upon by the partners.
12. That both Partner of the firm shall be the Managing Partner and they will look after all the day to day transaction of the firm and any legal activities in the name of the firm.
13. That both the partners shall :
 - a. Carry on the partnership business to the greatest common advantages.
 - b. Be just and faithfully to one another and render true account and full information of the entire thing affecting the partnership to one another.
 - c. Pay these separate and private debts and indemnify the other party or parties and partnership assets against the same.



Vijay Kumar.

[Signature]
17/11/2022

1/11/22

Nibha

16. That no partner:

- a. Carry on the partnership business to the greatest common advantages
- b. Without the consent of the other, assign or mortgage his partnership interest to any other person or party.
- c. Lend money or give credit to or have any dealing on behalf of the partnership with any person, firm or party with whom the other partners may have previously forbidden to trust or deal with.

17. That any of the partners may retire from the partnership by giving three months notice in writing to the other partners of his intention to do so, such notice, however, will not be necessary if he retires with the consent of other partners. In settling accounts between the partners on retirement of any of the partners, goodwill of the firm will also be taken into consideration.

18. That any of the partners may give three months notice in writing to the other partners for the dissolution of the firm and in such event if the other partner desire to continue the business of the firm he will be entitled to do so and the notice drawn by the partners will be considered as a notice of his retirement and the provisions of this clause will not apply.

19. That the firm will not be dissolved on the death of any of the partners. If any partner dies, one of his heirs or other legal representatives who is major at that time will be taken as partner in his place and if a minor, he will be given the benefits of partnership till he attains majority. In case none of this heirs wants to become partner the deceased partner shall be deemed to have retire from the partnership as from the date of his death and the surviving partners will continue the business.

20. That any dispute or difference of opinion that may arise between the partners or their legal representative or heirs with regard to this agreement or to any other matters relating to the firm shall, if any settled by mutual agreement by the parties during the continuance of the partnership or after its cessations, will be settled by Arbitrations unless or otherwise settled between the parties. Each of the partners will mutually appoint one Arbitrator and the arbitration will be conducted according to the provision of the Indian Arbitration Act, 1940 and the decision of the Arbitrators shall be binding on partners and shall be accepted by all the partners. The place of arbitration shall be at Patna. The cost of the Arbitration shall be borne from the firms account or otherwise shall be equally borne by all three partners in an equal ratio.

21. That any of the above terms and conditions may be varied, altered or added to by mutual consent of the partners which may be either expressed in writing or implied by conduct.

22. Day to Day collection of cash/cheque /DD should be deposited in concerned bank account of the Firm.



Vijay Kumar
[Signature]
17/11/20

Nisha
[Signature]

IN WITNESS WHEREOF the partners have set and subscribed their respective hands on the date, month and year above written.

WITNESS:-

(1) N. K. Tripathi
7-10, Ashiana Nagar
Patna - 800025
M: 9835046056

(2):-
Leslie Paul Lal
103 Bhawani Palace
Anandpuri
PATNA-800001
M:- 9334270479

SIGNATURE OF PARTNERS

Vijay Kumar

(1) VIJAY KUMAR

Nibha

(2) NIBHA SHRIVASTAVA



27/1/2020