



19-03-2021 the Terms and conditions herein after contained.

AND whereas it is considered expedient and desirable to executed in written instrument of Partnership recoding the said terms and condition settled and agreed among the partners.

It is hereby mutually settled, agreed and declared as under:-

THE REAL PROPERTY.

1. That the parties here to partner as such partners agreed to and carrying on the aforesaid business in partnership of each other constituted here under.

- 2. That the principal place of Business of partnership will be At-New Chandmari near Purve Laudge, Motihari P.O. + P.S. Motihari DIST. EAST CHAMAPARAN Pin- 845401 in the state of Bihar. Further Branch or Branches may also be opened at any place either under aforesaid name or style or in any other names as mutually may be settled among the partners. That the Nature of Business and any other related work may be settled or agreed amongst the partners.
- 3. The Capital invested and/or loan advanceby the partners hereto or any of them stands on the books of accounts of partnership in his/her name and will not carry any interest or may carry interest as such rate as may mutually settled or agreed upon and such interest will considered as a business expenses.
- 4. That the partners hereto will share the net profit or loss in the business in the following proportion:-

Name of Partners

I. Shri Ramesh Kumar

Share (%)

50%

II. Smt Mamta Singh

50%

- 5. That the books of account or Accounts may be opened in the name of the partnership firm or in any other name as may be mutually agreed upon among the partners in one or more bank or banks and such accounts will be operated by the First Partner and Second Partner either and survivor only.
- 6. That all partners hereto will look after mange the affairs of partnership business as may be settled among them or the mutual advantage or parties and they will be entitled to draw monthly expenditure as may be settled and agreed among the partners which will be considered as business expenses.
- 7. Those usual and necessary books of accounts may be maintained for business of the partnership and anybody will not be entitled to remove them there from without the consent of the other partners.
- 8. That the accounts will be settled and adjusted on the 31<sup>st</sup> day of march every year or such other date as partners may mutually decide and on such adjustment the share of profit or loss of each partners will either be credited to debited to his/her account or divided between the partners.

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- 9. That any partner may retire from the partnership by giving two months' notice in writing to other remaining partners of his/her intention so to do or by leaving such a notice at the principal place of business of the partnership. Such Notice, however, will not be necessary, if he/she retires with the consent of other remaining partners unless or otherwise mutually settled and agreed in sitting accounts among the partners no value will be put on the goodwill of firm.
- 10. That each of partners may give two months' notice in writing to other partners for retirement from the partnership firm and in such event if the other partners desire to continue the business, he/she /they will be entitled to do so and the notice of retirement so given by partner will be considered as a notice of his/her retirement.
- 11. That the firm will not be dissolving on the death of any partner. If any partner dies, one of his/her legal heirs or other legal representatives, subject to the provisions of the partnership act be considered to be taken in as a partners in his/her place and all the terms and condition of this partnership deed as far as applicable, will apply to such newly constituted partnership and such legal heir or other legal representative does not want to became a partner, the deceased partner shall be deemed to have retired from the partnership as from there date of his death and the partnership will continue with only the surviving partners.
- 12. That if any partners obtains any contact in his own name individually during the continuance of this partnership, the same shall at the option of other partners, be deemed to have been obtained on behalf of the firm.
- 13. That it is agreed upon by the partners that the all partners entitled (individually) to above full control of management of the firm. And will be entitle to sign agreement, papers, bills deeds, documents, and receive payment and effectual receipts in this discharge thereof and do other deed and acts as may be necessary in the name of and on behalf of firm.
- 14. That all disputed and differences, if arises in between/among the partners in anywise relating to this agreement included construction or interpretations of term and conditions hereof, whether during the continuance of the partnership or after its cessation will be

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settled by Arbitration, unless or otherwise settled between the parties, each of contending parties will appoint one Arbitrator and incase of differences of opinion between them by the Arbitrator selected by them then the Arbitration will be conducted according to the provisions of Indian Arbitration and cancellation Act-1996 then in force.

- 15. That no partners will be entitled to obstruct in normal carrying on of the business of the partnership or in any way to do anything against the interest of firm.
- 16. That for matters not provided herein, the provision of Indian Partnership Act, 1932 will apply.
- 17. That the capital requirement of the firm for the purpose of this business shall be met with as per mutual; convenience of partners.
- 18. (A) That it is agreed by and between the partied first Party to Second Party will be working partners and shall devote their to and attention the conduct of affairs of partnership business as the circumstances and business needs may require:-

The Total remuneration payable to working partners shall be worked out as per income Tax Act 1961.

### (B) Interest to Partners:-

That it is agreed by and among parties hereto that simple interest at the rate 12% p.a. or such other areas may be mutually agreed upon or prescribed under section 40(b) of Income tax Act 1961 shall payable to partnership on the amount standing to the credit of capital, current loan accounts of partners. If there is any debit balance in the account of any partner interest at the same rate shall be payable by him.



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In witness where of the partners above named here to have put their respective signature on these presents on the day, month and year first above written.

WITNESS

June 1942 July

Signature of First Partner

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Signature of Second Partner

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#### Endorsement of Certificate of Admissibility

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

0/-

Stamp duty paid under Indian Stamp

Rs. 10000/-

Amt.Paid By N.J Stamp Paper Amt.paid through Bank Challan

1000/-Rs. 10250/-Rs.

Addl.Stamp duty paid under Municipal

Act

Regi	istratio	n Fee								
0	A1	0	С	0	H1b	0	K1a	0	Lii	0
2	A8	0	D	0	H2	0	K <sub>1</sub> b	0	Liii	0
PAID	A9	0	DD	1000	I	0	K1c	0	Mb	0
-1	A10	0	E	0	J1	0	K2	. 0	Na	0
FEL	В	0	H1a	0	J2	0	Li	0		
								4	TOTAL-	1000

LLR + Proc Fee Service Charge

LLR 0 0 250 Proc.Fee Total 0

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

Registering Officer Motihari

Date: 19/03/2021

## **Endorsement under section 52**

Presented for registration at Registration Office, Motihari on Friday, 19th March 2021 by Ramesh Kumar Late Ramnath Singh by profession Business. Status - Executant

of Presentant

Registering Officer Motihari

# Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by Sanjeev Kumar Singh' age '27' Sex 'M', 'Amrendra Kumar Singh', resident of 'Ibrahimpru Parsauni Near River Ibrahimpur Parsauni Fenhara E.C.'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer

Date: 19/03/2021

# Endorsement of Certificate of Registration under section 60

Volume No. 1 on pages on 290 -297, for the year 2021 Registered at Registration Office Motihari in Booke and stored in CD volume No. CD-1 year 2021 . The cocument no. is printed on the Front Page of the document.

> Registering Officer Motihari

Deed No .: d No .: 27

Date: 19/03/2021

Token No.: 4717

Year: 2021 S.No.:

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SCORE Ver.4.1