

निबंधन महानिरीक्षक, बिहार तथा जन्म मृत्यु एवं  
विवाह के महारजिस्ट्रार तथा फर्म के रजिस्ट्रार का  
**कार्यालय**

फर्म के रजिस्ट्रीकरण की अभिस्वीकृति  
भारतीय भागीदारी अधिनियम इंडियन पार्टनरशीप ऐक्ट 1932 के नियम 10  
(क)

विहित फारम "ज"

फर्म रजिस्ट्रार, बिहार इसके द्वारा भारतीय भागीदारी अधिनियम, 1932 की  
धारा 58 (1) द्वारा विहित विवरण की प्राप्ति स्वीकार करते हैं।  
विवरण प्राप्ति कर लिया गया है और फर्म का नाम ...सै.सार्सी. अब्दु  
ई.मलपर्सी .....

फर्म रजिस्ट्रार में संख्या :- 03/200 के अन्तर्गत दर्ज कर लिया गया हैं  
प्राप्ति फीस का मेमो  
मात्र 1000/- (एक हजार रुपया)

मुख्य नं ०८६११८६१९८६  
वास्ते, फर्म रजिस्ट्रार, रजिस्ट्रीकरण विभाग  
बिहार, पटना

ज्ञाप संख्या ..... ४९ ..... / पटना, दिनांक ३१/१/२००६  
श्री / मेसर्स :-

.....पार्टनरसी  
.....सै.सार्सी. अब्दु ई.मलपर्सी  
.....पटना, श्रीबुपरी  
.....पटना - २३

को उनके पत्र संख्या :- ..... ३३ ..... / दिनांक १९/१/०६  
प्रसंग मे प्रेषित ।

M/s AWADH DEVELOPERS

*mark*

PARTNER

मुख्य नं ०८६११८६१९८६  
वास्ते, फर्म रजिस्ट्रार, बिहार  
रजिस्ट्रीकरण विभाग,  
विकास भवन, बिहार, पटना ।



13514 23.12.05 05/12/05/14 शीर राज्याभिरुद्ध/प्राविद्यालय/प्राविद्यालय

बिहार सरकार राज्याभिरुद्ध/प्राविद्यालय/प्राविद्यालय 02/01/05

बिहार सरकार राज्याभिरुद्ध/प्राविद्यालय/प्राविद्यालय

जिला निबंधन संकायालय, मधुदण्डनालय पटना

दिनांक 24/12/2005 को श्री/श्रीमती Shri Sunil Kumar Singh

निबंधन हेतु उपस्थापित किया गया। इसमें रु० 5000/- मद्रांक शल्क एवं रु० 784/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राहय पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगूलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं० 1284 के रूप में प्रस्तक सं० 4 द्वारा यह दस्तावेज

CD 14 में आज निबंधित एवं कुल 13 पृष्ठों में संधारित किया गया।

(Birendra Kumar Singh)

निबंधन पदाधिकारी

Date : 24/12/2005

### PARTNERSHIP DEED

This indenture of Partnership Deed  
is made on this the 24<sup>th</sup> day of December,  
2005.

#### BETWEEN

1. Sri Sunil Kumar Singh S/o Shri Jayamangal Singh, resident of Shivpuri,

Sunil Kumar Singh  
24/12/05

24/12/05  
Sunil Kumar Singh

24/12/05  
Birendra Kumar Singh

M/s AWADH DEVELOPERS

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PARTNER



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प्रधानमंत्री

प्रधान सचिव S/

उपराजपत्र 111

न. १०८८८, अधिकार, मुद्रांक विक्रेता

क्र. सं. 25/87, समाजरणालय पटना

(2)

Patna, Bihar by religion Hindu, by Nationality Indian, by profession Business, hereinafter called and referred to as the "FIRST PARTY".

2. Sri Madan Murari Singh S/o Late Awadh Behari Singh resident of North S.K.Puri, Ramkrishan Path, Patna 800013, Bihar, by religion Hindu, by nationality Indian, here-in-after called and referred to as the "SECOND PARTY".

3. Sri Harbindra Singh Bagga S/o Sri Ajit Singh Bagga, R/o A/42, P.C.Colony, Kankarbagh, Patna-20 by religion Hindu, by nationality Indian, here-in-after called and

Madan Murari Singh  
24-12-05

Harbindra Singh  
24/12/05

Sri Harbindra Singh  
24/12/05

M/s AWADH DEVELOPERS

*mada*  
PARTNER





13516 23/12/05

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कानपुर नगरपालिका

कानपुर नगरपालिका

मुद्रकादाक्षता  
कानपुर, उत्तरप्रदेश प्रदेश

(3)  
referred to as the "THIRD PARTY".

Whereas the First party, Second Party and Third Party unless repugnant to the context shall include their heirs, successors and assignees.

Whereas, the First Party, Second Party and Third Party are willing to carry on the business under the partnership between them in the name and style of M/s "Awadh Developers" with effect from 23rd. December, 2005.

Now this indenture of partnership witnesses the aforesaid Partnership business on the following terms and

Sri K. Kumar Singh  
26/12/2005

Hanbinder Singh  
24/12/05

Madan Mohan Singh  
24/12/05

M/s AWADH DEVELOPERS

*Madas*

PARTNER



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23/12/05

कल्पना विजय

5/ 063934

कल्पना विजय

25/12/05 राम हरण लाल

(4)

conditions:-

1. That the partnership business shall be deemed to have been commenced from 23.12.2005 and any tender filed or agreement made by the above parties on or after 23-12-2005 will be vested and treated as the business of the firm above named.
2. That the name and style of the firm is M/s "Awadh Developers".
3. That the Principal Office of the partnership firm shall be situated at Shivpuri, Patna-23 or shall be situated at such other place or places as the parties

Madan Mohan Singh  
24/12/05

Sunit Kumar Singh  
24/12/05

Harkinder Singh  
24/12/05

M/s AWADH DEVELOPERS

*males*

PARTNER





क्रम संख्या 3518 तिथि 23/12  
क्रेता का नाम एवं जाति

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ओम विजय कुमार, मुद्रांक विक्रेता  
प. स. 25/87, समाहरणालय पटना

(5)

may mutually decide as their Branch or other Branches to be opened later on.

4. That the object of the partnership business shall be to carry on the business of Developers and Builders and run any trade or trades which ever the firm may like. The object/business of the partnership firm may be extended to any other line or lines as may be agreed upon between the parties of this indenture.

5. That the parties shall subscribe such capital in equal proportion for the smooth running of the business as they decide from time to time and shall arrange for finances

मात्रा मुद्राएँ सही  
24-12-05

Harbinder Singh  
24/12/05

Sunit Kumar Singh  
24/12/05

M/s AWADH DEVELOPERS  
maul  
PARTNER

(6)

and loan or by any such resources as may be considered expedient in the interest of the business. That the Capital of Partnership shall be such amount or amounts as have already been contributed by or credited to the Capital Amounts of each party and shall be such further amount or amounts as shall be contributed by the parties hereof from time to time. That each party shall be entitled to an interest of not more than 18% (Eighteen percent) simple interest per annum, on the extra Capital contributed by the Parties and such interest shall be regarded as the business expenses of the partnership Interest shall not be paid or paid at such lower rate as may be agreed between the partners in case the profits available before providing for such an interest are insufficient. No interest shall be paid in case of loss arising to the firm. That the parties hereto shall not be entitled to any interest on their Current Capital Account with the firm.

6. That the respective shares of the parties hereof in the profit and losses and capital investment of the partnership business shall be distributed as under :-

	Profit	Loss	Capital Investment
1. First Party	Equal	Equal	Equal
2. Second Party	Equal	Equal	Equal
3. Third Party	Equal	Equal	Equal

Suril Kumar Singh  
24.12.2005

Heminder Singh  
24/12/05

Madhulalai Singh  
24-12-05

M/s AWADH DEVELOPERS

*mark*  
PARTNER

(7)

7. Each party shall be entitled to draw such sum from the firm's account as shall be determined from time to time by mutual agreement of all the parties in any year in anticipation of his/her share of profit, which shall be adjusted at the yearly account.
8. That the proper books of account shall be maintained and kept by the parties posted up-to-date of all transactions relating to the business of the firm at the principle place of business and each party shall at all reasonable time be entitled to have access to these books and all letters, documents and papers belonging to the firm and to take such extracts thereof as he thinks fit.
9. That the accounting year of the firm shall during the continuation of the partnership, close every year on 31st day of March. The accounting year shall be financial year i.e. start from 1st. day of April and end with 31st day of March of the following year. As per the accounts the net profit or loss of the year shall be divided or borne by the parties in the share specified in Clause 6.
10. That the management shall be carried on by all the parties and shall at all times during the Partnership devote whole of his/her time to the partnership business diligently and faithfully. The general management and the supervision of the business of the firm with full power to do

(8)

Madan Murari Singh  
24/12/05

Harbinder Singh  
24/12/05

Sukhdev Singh  
24/12/2005

M/s AWADH DEVELOPERS

*multi*

PARTNER

(8)

act and things deemed proper and expedient for carrying on the business of the firm is vested with the partners of the firm.

(9)

11. That all three partners to this indenture will function as working partner and shall be entitled to draw advance money for his/their expenses for supervision or to conduct of the affairs of the partnership business, which shall be adjusted at the yearly account.

12. That the bank a/c will be opened in the name of the firm M/s Awadh Developers and shall be operated by single signatory of either of the partner of this inducture. The firm may open and operate more than one Bank account as may be agreed upon by them in writing but the operation of the new account will be done singaly either by Shri Sunil Kumar Singh or Sri Madan Murari Singh or Harbindra Singh Bagga. Till opening of New account in the name of firm the account standing in the name of any partner can be treated to be account of the firm.

13. That the partner of the firm may take advance form the firm but the said advance remains due as on the date of book closing shall be adjusted against their share of profit if so.

14. That any dispute or difference of opinion that may arise between the parties or ther legal representatives or heirs with regard to this agreement or to any other

Madan Murari Singh  
24-12-05

Harbindra Singh  
24/12/05

Sunil Kumar Singh  
24.12.2005

(9)

matters relating to the firm shall, if no settled by mutual agreement by the parties, be referred to two arbitrators selected by parties and the decision of such arbitrators or the umpire, as the case may be, shall be final and binding on all the parties and the legal representatives of the parties who is deceased also.

15. That during the continuation of the Partnership business, if any partner dies or becomes insolvent or retires, the shares of the deceased or outgoing partner or ceasing to be partner, the Partnership Business shall be continued between/by the remaining partners and under the provision of this Deed so far as applicable. Out going partner of his estate or the legal representative of deceased partner shall be entitled to a sum equal to the value of the share of the outgoing or deceased partner in the Partnership on the date of retirement, insolvency or death as the case may be. If any act of any partner is found against the betterment of the firm the remaining partners will have right to delete his name from the partners and his account will be finalised by the remaining partners.

16. That any partner can retire voluntarily from the partnership business by giving two months notice to the other partners in writing or as may be mutually agreed upon.

Manu Murari Singh  
24/12/05

Sunit Kumar Singh  
24/12/2005  
Harinder Singh  
24/12/05

M/s AWADH DEVELOPERS

*Mukesh*

PARTNER

(10)

17. That any partner is desirous of selling his share in the Partnership, he shall offer it first to the remaining partners and if the partners deny in writing then only he can sell it to the other person. The transferee can be admitted to the Partnership on the same terms and conditions by the approval of the remaining partners.

18. That at the time of dissolution of the partnership the business will be wound up in following manner :-

(i) Out of assets of the firm the debts of the firm shall be paid first and out of the balance the Capital contributed by the partners will be paid to him/them with interest.

(ii) The balance after paying of the debts and capital will be divided according to the share of the partners among the partners.

19. That any of the partner either singly or jointly with another person can carry on the business even of the same nature as competing with that of the firm in his individual capacity and the provision of the Section 16(b) of the Indian Partnership Act, shall not apply.

20. That the Indian Partnership Act, shall apply in so far as not expressly provided in this Deed.

IN WITNESS WHEREOF THE  
Partners to this Partnership have here under  
set and subscribed their hands before the

M/s AWADH DEVELOPERS

  
Mukesh Singh  
PARTNER

24/12/05  
Harbinder Singh  
Harbinder Singh

24/12/05  
Madan Mohan Singh  
Madan Mohan Singh

24/12/05  
Sunit Kumar Singh  
Sunit Kumar Singh

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(11)

following witnesses on 24/12/05... at  
having read and fully understood the  
meaning here under with independent mind  
and without undue influence and coercion.

(12)

**Witnesses :-**

1. Nawaz Singh

Son of - Sardar Ajit Singh  
24/12/05

801-B, White Horse Apartment

Buchha Marg, Patna

2. Javed Ahmad

M.A. - No 211-189 & 54  
24/12/05

17th 218

4th floor 34th 327

520

24/12/2005

1. Sunil Kumar Singh

24/12/05

2. Madam Muzani Singh

24-12-05

3. Herbihler Singh

24/12/05

**Signature of the Partners**

Drafted,

Anil Kumar Singh

(ANIL KUMAR SINHA, "UDDYOGI")

ADVOCATE

B.A. (Hons.), M.A., LL.B.

'Chamber', Collectorate Bar Association  
Patna

Printed By:-

Javed Ahmad

UDDYOGI'S CHAMBER,  
Collectorate Bar Association  
Patna.

M/s AWADH DEVELOPERS

mudas  
PARTNER

## Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 : duly stamped ( or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 46b

Stamp duty paid under Indian Stamp Act Rs.

5000

### Fee Paid

<b>E.D.</b>	<b>250</b>	<b>K1c</b>	<b>0</b>	<b>Lii</b>	<b>0</b>
J1	0	K2	0	Na	54
K1a	0	Li	0	Scan	480
K1b	0	Lii	0		

**Tot Reg Fee** 784

Date :

*24/12/05*

*Abhijit*  
Registering Officer

## Endorsement under section 52

Presented for registration at **Patna** on the day, **24/12/05** at the D. R. O/ Sub\_ Registry Office by **Shri Sunil Kumar Singh** son/wife of **Shri Jayamangal Singh** by profession **Business**.  
one of the partners

*Sunil Kumar Singh*  
24/12/2005  
Signature of Presentant

*Abhijit*  
Registering Officer

## Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument.

Date :

*Abhijit*  
Registering Officer

## Endorsement of Certificate of Registration under section 60

Registered in Book **4** of DSRO/ SRO Patna having **16** pages, the volume **CD 14** and document no. of which is printed on the first page of the document.

Date :

*Abhijit*  
Registering Officer

M/s AWADH DEVELOPERS

*Mukesh*

PARTNER