3024

Serial No. 2910 Circle:-:NA Book No. :- 4 Deed No. 14

Serial No. 2910 Deed No 14

बिहार सरकार

जिला निबंधन कार्यालय भागलपुर

पृष्ठांकन का सारांश

दिनांक **18/03/2020** को **Ajay Kumar** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **11000** मुद्रांक शुल्क एवं रू0 **2500** 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, अंगुलियों के निषान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 **14** के रूप में पुस्तक सं0 **4** की जिल्द सं0 **1** के पृष्ठ सं0 **186** से **195** तक **CD 1** में आज निबंधित एवं कुल **10** पृष्ठों में संधारित किया गया ।

बिहार सरकार

SCORE-4.1

18/3/2020

दिनांक– 18/03/2020 टोकन नं. 2961 / 2020 सौतम कुमार
निबंधन पदाधिकारी

अवध किशोर शर्मा
उच्चतर्गीय लिपिक
जिला निबंधन कार्यालय
भागलपुर

18/3/2020

DEED OF PARTNERSHIP

Name and Address of the Executent :

1.Sri Ajay Kumar, S/o Mukund Lal Bhagat Housing Colony, P.S - Barari, Bhagalpur, Dist. Bhagalpur, Bihar, here in after called the first party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included his heir, executors, administrator, representatives, and assigns)

जिला अवर निबंधक भागलपुर

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Computer Operator

SCROLL CHECKED

Ajay Kumar 18/3/2020

Aditya Kumar 18/3/2020

Yogesh Nath Pandey 18/3/2020

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District Registry Office,Bhagalpur

Token Number 2961 | Reg. Year 2020 | Serial Number 2910 | Deed Number 14

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Aditya Kumar						
Sig.	Aditya Kumar 18/3/20						
Presented By	Ajay Kumar						
Sig.	Ajay Kumar 18/3/2020						
Executant	Ajay Kumar						
Sig.	Ajay Kumar 18/3/2020						
Executant	Yogesh Nath Pandey						
Sig.	Yogesh Nath Pandey 18/3/20						
Identified By	Shahanwaz Alam						
Sig.	Shahanwaz Alam 18/03/2020						

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जिला अवर निबंधक भागलपुर



Ajay Kumar
18/3/2020

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2 **Sri Aditya Kumar S/o Sri Ashwani Kumar Choudhary, residing at C.C.Mukharjee Road , P.S & P.O-. - Adampur, Bhagalpur, Dist.-. Bhagalpur, Bihar, here in after called second party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included his heir, executors, administrator, representatives, and assigns)**

3. **Sri Yogesh Nath Pandey S/ o Late Jitendra Nath Pandey, residing at R.B.Surya Prasad Road, Chhoti Khanjerpur, P.S. - Barari Bhagalpur, Distt. Bhagalpur, Bihar, here in after called Third party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included his heir, executors, administrator, representatives, and assigns)**

WHEREAS THE ABOVE PARTIES were carrying business in the name and style of "**M/s OM SAI DEVELOPERS & PROMOTERS**" under the deed of partnership orally dated 1st day of March 2018, So the above parties has decided to execute a deed of partnership and decided to record the terms and conditions of the partnership Business affaires in to writing in order to avoid any future dispute and misunderstanding and confusion among themselves.

NOW THE DEED OF PARTNERSHIP WITNESSES AS FOLLOWS:

1. That the partnership business shall be carried on under the name and Style of **M/s OM SAI DEVELOPERS & PROMOTERS**".
2. That the office of the partnership shall be situated at Radha Rani Sinha Road, Adampur, Bhagalpur , in the district of Bhagalpur at the same time partners shall be liberty to open branch or branches at such other place or places as determined with their mutual consent.
3. That the partnership business shall be deemed to have commenced on and from 1st day of March 2018.

Yogesh Nath Pandey 18/03/2020

Aditya kumar 18/3/2020

Ajay Kumar 18/3/2020

4. That the business of the partnership shall be that of the work as contractor in connection with any Building Construction, and any other works of any kinds whatsoever and manufacture and deal in articles in connection therewith and also to carry on the business of general merchants, commission agents, and general order supplier and to deal in such other items, goods, articles and or any other products may be further agreed and decided upon the partnership from time to time.

5. That All Partners shall be the representative of the firm who shall his own name ostensibly as principal but in reality as agent as of the partnership or in the name of this partnership as the case may be negotiated, bid or enter into all constructs for the acquisition of the contracts and shall be entitled to be fully indemnified against all liabilities under such contracts by the parties hereto in proportion to their profit & loss sharing ratio.

6. That the capital required by the partnership shall be contributed equally and /or arranged by the partners themselves in order to smooth running of business.

7. That the usual books of accounts of the said business shall be maintained and kept at the place and office of the said business and all the partners shall have free access to them at all times during the office hour and in any working day and shall be liberty to take such extract as may be required of called for by any of the partners.

8. That the accounts of the partnership shall be drawn up to 31st march of each year during the continuance of the partnership business, unless otherwise agreed upon with the consent of the all partners.

Yogesh Nath Pandey 18/03/2020

Adityan Kumar 18/3/2020

Ajay Kumar 18/3/2020

9. After adjustments of all the expenses relating to the partnership business and other expenses with the partner by their mutual consent as think it proper to be adjusted against the Trading and Profit & Loss Account of partnership business, the net profit & / or loss arrived at after making all the adjustments shall be shared to be his capital ratio.

10. That the duration of the partnership shall be at will if any partner retiring from the partnership business he/she shall give one month notice to the other partners to this effect and retiring partner shall be entitled to got his shares of existing capital after properly adjusting the existing capital and contingent assets and liabilities of the firm on the date of retirement or after completion of the running project as per mutual consent of all partners .

11. That in the case of insanity, permanent physical disability or death of any of the partner or partners the firm shall not stand dissolve but shall be continue by the remaining partner/s after taking the legal heirs or legal representatives of the incense, disabled or deceased partner/s who are willing and competent to become partner shall step into his /her shows and entitled to become partner of this firm in the place of such incense or disabled or deceased partner/s.

12. That all the partners are entitled to take interest on capital at the rate of 12% P. A. Rate of interest shall be reduce or enhance with the mutual consent of the partners.

13. That the all working partners are entitled to take salary @ Rs.20,000/- per month or as when it required.

14. That no person shall without the consent in writing of other assign, mortgage or sales his share or interest in the partnership.

Jogen Nath Pandey 18/03/2020

Aditya Kumar 18/3/2020

Ajay Kumar 18/3/2020

15. That the partners with their mutual consent can open any bank account or accounts with any of the bank or commercial banks, post office and the operation of the said account shall be done by any of the two partners namely Sri Ajay Kumar & Sri Yogesh Nath Pandey are jointly operate the account.

16. That the retiring partner or the legal heirs/ representative of incense, disabled or deceased partner shall not be entitled to ask claim or demand any consideration /or compensation whatsoever and on account of goodwill and/or trade name of the firm which shall not withstanding any thing to contrary that may contend anywhere in these present shall belong only to the surviving and remaining partner/s.

17. That the management control of the partnership business shall be done by all the partners jointly and/or severally shows suit the occasion and for that purpose all the partners hereof shall be competent to represent the firm and or act for and on behalf of the firm in all or any affair or matters and shall also be entitled to sign for all incense and purpose.

18. That Sri Ajay Kumar, Sri Aditya Kumar and Sri Yogesh Nath Pandey all are entitled to sign all contract notes Agreement papers etc. on behalf of the firm.

19. That no person shall be introduced in the firm as a part without the written consent of all the partners.

20. That the any notice require to be given by any of the partner to the other shall be in writing only.

Yogesh Nath Pandey 18/03/2020

Aditya Kumar 18/3/2020

Ajay Kumar 18/3/2020

21. That the partnership as at present constituted shall not liable for any debts or liabilities constructed or incurred by any of the partner hereof in his /her personal capacity the purpose of benefit of the present partnership concern.

22. That each partner shall be indemnified by the firm out of the funds of the firm for all losses and expenses includes by him /her in respect of or in about the discharge of his duties excepts as shall happen from his/her own will full acts and negligence.

23. That all disputed and differences in connection with the partnership either during the continuation or upon the determination of this partnership between the partners or between any one of them and the legal representatives shall be referred to the Arbitration Act (Act of 1940) or any other statutory modifications thereof for the time being in force.

24. That any deal concerned the business should be in front/ known to all of partners, like purchase of concerned materials.

25. That if any matter not provided here in the partnership shall be governed by the Indian partnership Act 1932 amended up to date.

Ashutosh Kumar 18/3/2020

Yogesh Nath Pandey 18/03/2020

Ajay Kumar 18/3/2020

IN WITNESS of the above the parties aforementioned have put on their hands to this deed of the partnership herein presence of the witnesses given herein under on 1st day of March 2018.

WITNESSESS:-	SIGNATURE OF THE PARTNERS
1. Shahnawaz Alam S/o Late Md Rauzan Ali At Cani Chalk Bhagalpur 18/03/2020	Ajay Kumar 18/3/2020 (AJAY KUMAR) Aditya Kumar 18/3/2020 (ADITYA KUMAR)
2. रमन कुमार पिता - दानी मंडल ग्राम - विभनपुर पोस्ट - अमरी विभनपुर थाना - विहपुर जिला - भागलपुर 18/03/2020	Yogesh Nath Pandey 18/03/2020 (YOGESH NATH PANDEY) Drafted by Nirmal Pankaj Pd E.N. 3659/95 18/3/2020

जिला अवर निबंधक
सत्यमेव जयते
भागलपुर

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

2961

Certificate No.	:	IN-BR09529782286869S
Certificate Issued Date	:	14-Mar-2020 11:25 AM
Account Reference	:	SHCIL (FI)/ brshcil01/ BHAGALPUR/ BR-BHG/ BGP
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01110267511489675
Purchased by	:	OM SAI DEVELOPERS PROMOTERS BY AJAY KUMAR
Description of Document	:	Article 46 Partnership
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	OM SAI DEVELOPERS PROMOTERS BY AJAY KUMAR
Stamp Duty Paid By	:	OM SAI DEVELOPERS PROMOTERS BY AJAY KUMAR
Stamp Duty Paid (Rs.)	:	11,000(Eleven Thousand only)
Reg. fee (Rs.)	:	2,000 (Two Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	500 (Five Hundred only)
Total Amount (Rs.)	:	13,500 (Thirteen Thousand Five Hundred only)

SHCIL BHAGALPUR

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SR 0008099119

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Statutory Alert:

The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Authority.

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 I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 11000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 13500/-

Registration Fee

FEE PAID

A1	1000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	1000	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	2000

LLR + Proc Fee

LLR	0
Proc.Fee	0
Total	0

Service Charge: 500

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 2500

Date: 18/03/2020

Registering Officer
Bhagalpur

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Wednesday, 18th March 2020 by Ajay Kumar Mukund Lal Bhagat by profession Others. Status - Executant

Ajay Kumar
18/3/2020

Signature/L.T.I. of Presentant

Date:18/03/2020

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Shahanwaz Alam' age '39' Sex 'M', 'Ramjan Ali', resident of 'Chamelichak Road,near Gaddi,ganichak,jagdishpur,bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 18/03/2020

Registering Officer
Bhagalpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 4 Volume No. 1 on pages on 186 -195, for the year 2020 and stored in CD volume No. CD-1 year 2020 .The document no. is printed on the Front Page of the document.

Date : 18/03/2020

Registering Officer
Bhagalpur

Token No. : 2961 Year : 2020 S.No. : 2910 SCORE Ver.4.1 Deed No . :d No . : 14

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