## निबंधन महानिरीक्षक बिहार तथा फर्म के रजिस्ट्रार का कार्यालय



Date of Registration:- 18/01/2019

Nº F845

# फर्मों के रजिस्ट्रीकरण की अभिस्वीकृति

भारतीय भागीदारी अधिनियम, इण्डियन पार्टनरशिप ऐक्ट 1932 के नियम 10(क)

-::-विहित फारम 'ज'-::-

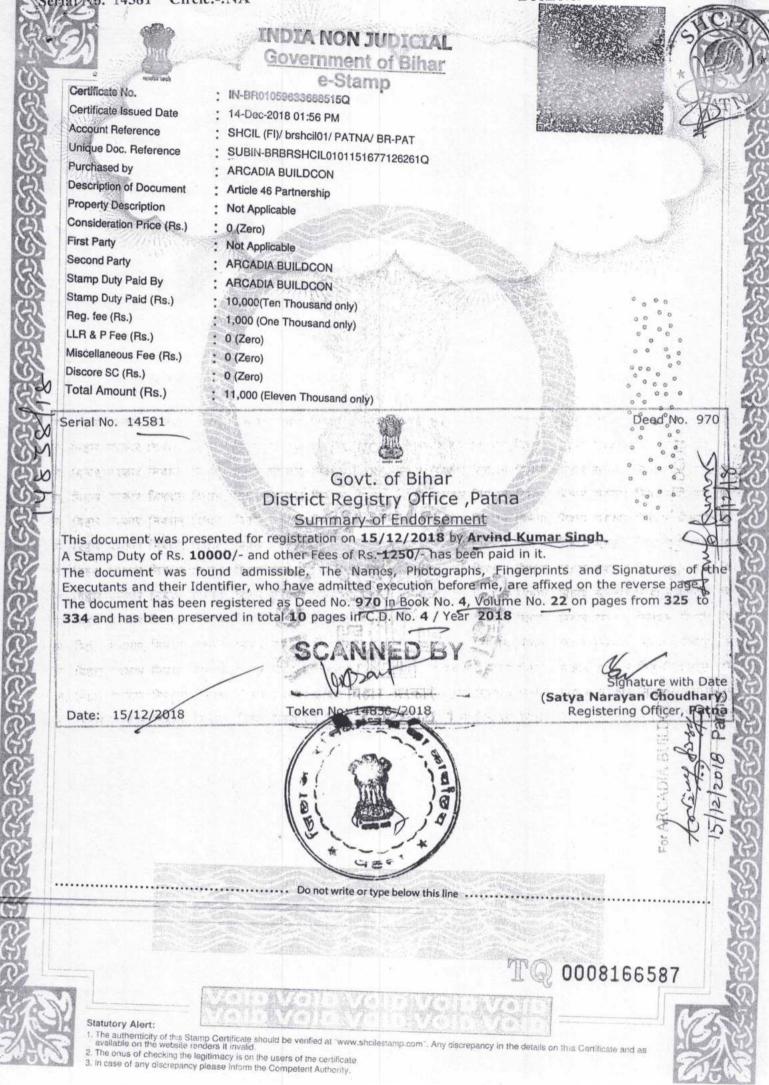
फर्म रिजस्ट्रार, बिहार इसके द्वारा भारतीय भागीदारी अधिनियम इण्डियन पार्टनरिशप ऐक्ट 1932 की धारा-58 (1) द्वारा विहित विवरण की प्राप्ति स्वीकार करते है।

विवरण प्राप्त कर लिया गया है और फर्म का नाम एवं पता "ARCADIA BUILDCON	
*	
Address - "ADYA BHAWAN ", POSTAL PARK, ROAD NO.2, CHIRAYATAR, PATNA	800001
फर्म रजिस्ट्रर में संख्याः <sub>F000007/2019</sub>	के अन्तर्गत दर्ज कर लिया गया है।

प्राप्ति फीस का मेमो मात्र 1000 / - (एक हजार रूपया)



फर्म रजिस्ट्रीर, रजिस्ट्रीकरण विभाग बिहार, पटना।



1878/18 (SINIS)

्रस्तावेज की जाँच किया
एवं
जावेज में अकित सर्गत विश्लो के सनुका सहि पाय।
कार्य निष्किक
जाँच निषक
महाराज)



#### DEED OF PARTNERSHIP

This deed of partnership is made at Patna on .15... Day of December, 2018.

#### BETWEEN

1. MR. ARVIND KUMAR SINGH Son of Sri Ram Kathin Singh, Resident of Adya Bhawan, Postal Park, Road No.-2, Chirayatar, District-Patna-1, in the State of Bihar, hereinafter called and referred to as the FIRST PARTY (which expression shall, unless excluded by or repugnant to context be deemed to include his heirs, legal representatives, assigns and administrators of the first party).

Mobile No.-9835474704



2. SRI ANUP KUMAR Son of Krishna Kant Prasad, aged about 49 years Resident of House No.422, Saket Vihar, Mitra Mandal Colony, Phulwari, Anisabad, Patna-800002, in the State of Bihar at present residing at Setu Nagar, Tejpratap Nagar, Besides Shushila ji House, New Bypass Road, Anisabad, Patna-800002, in the State of Bihar, herein called and referred to as SECOND PARTY (which expression shall unless excluded by or repugnant to context be deemed to include her heirs, legal representatives, assigns and administrates of the Second Party).

Mobile No.-9430906829

AND WHEREAS the party of the first part had been carrying on the business as per terms and conditions in the said deed of partnership.

#### NOW. THEREFORE, DEED WITNESSES THIS INCORPORATING THE **TERMS** AND CONDITIONS OF PARTNERSHIP:-

- That the partnership business has been and shall continue to be carried on under the name Style of "ARCADIA BUILDCON".
- That partnership business of the partnership shall continue to be to carry on the business as builder of Residential Complex & Apartment, Land Developers works contracts including civil work as the parties hereof may from time to time mutually agreed upon.
- That the principal office of the partnership to be situated at Adya Bhawan, Postal Park, Road No.-2, Chirayatar, District-Patna-1, in the State of Bihar, or at such other place or places as the parties hereof, from time to time mutually agreed upon.
- 4. That interest at the rate of 10% per annum or as may be prescribed under section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in income tax assessment of the Partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the patties from time to time shall be

paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

- 5. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.
- 6. That The first part ARVIND KUMAR SINGH, second part ANUP KUMAR have agreed to keep themselves actively engage in conducting the affairs of the business of the Partnership firm. Both partners shall be working partners. It is hereby agreed that in consideration of the partners keeping themselves actively engage in the business of the partnership firm and working as working partners, shall be entitled to get remuneration equally between partners.
- 7. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with explanation of the Income Tax Act, 1961 or any other applicable provision as may be in force in the income tax assessment of the partnership firm for the relevant accounting year.
- 8. The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above from time to time.
- 9. That the parties hereto, shall be **true** and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.
- 10. That the parties shall keep or cause to be kept proper books of account and documents and shall made therein of all receipts, payments and other matters as is usually done and entered in the books of account

And kyms

FORMICADIA BUILDOON

Jorgan Arm

15/12/2018 Parmer

kept by persons engage in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

- 11. That the net profit has been and shall be a partnership at will.
- 12. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed between the partners in the following proportion:

-	01 1	
Sr. No.	Name of Party	Shares in Profit
1.	SRI ARVIND KUMAR SINGH	50%
2.	SRI ANUP KUMAR	50%

- 13. The losses, if any, including loss of capital suffered in any year shall also are apportioned in the above said proportion.
- 14. That the bank account or accounts have been and shall continue to be maintained in the name of firm and shall be operated singly or jointly.
- 15. That the books of account shall be closed 31<sup>st</sup> day of March each Year. The net profit & loss after all expenses, interest, remuneration and outgoings shall be divided between parties in proportion to the sharing ratio referred to hereinabove.
- 16. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of anyone or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and or representatives of the deceased partners, as a continuing concern, on the same terms and conditions as incorporated in this Deed or such terms and conditions as may be agreed to by and between them

Anul Regard



from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

- 17. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regards thereto as may be agreed upon by and between them.
- 18. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed between themselves.
- 19. All bonds, bills, note, bill of exchange, handles or promissory notes, Bank operation (issue the cheque jointly, purchase or sale and other expenses), Registration and Execution of all kinds of deed or deeds (i.e. Development agreement, Agreement for sale, Deed of Absolute Sale, Lease etc.) RERA and other competent authority to be present and executed by the both partners jointly and other securities given on the partnership shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be party contrary to this provision shall be deemed to have been on the personal account of such partner and the shall pay and discharge the same out of his own money and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges expenses, claims and demands in respect thereof.
- 20. That the said partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees or authorized representatives of the firm under the IncomeTax Act, Customs Act, Foreign Exchange Regulation Act, Sales Tax Law or other Central or State Acts, law, Rules or Regulations.

21. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. ayable to partners by executing a supplementary deed and such seed when executed shall have effect

Amp Experter

For ARCADIA BUILDOON

FOR THE ASSESSION

15/12/20/8

Partner

unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall part of this deed of partnership.

22. That all disputes and questions in connection with the partnership or this deed arising between the partners or between any other one of them or legal representative and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 them in force.

IN WITNESS WHEREOF THE PARTIES TO THIS DEED HAVE SET THEIR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN AND IN PRESENCE OF:

#### WITNESSES:-

1. Mesland Sleemon Angl So Prem Steeman Lings Rto obstangus

Polino 15/12/18

2. Md. Afgal Slomd. Akt. R/o Dans Kolli Digha, paha. Abjal 15/12/18 SIGNATURE OF PARTNERS

For ARCADIA BUILDOON

For ARCADIA BUILDOON (ii)

cepse No.-5167/1995.

This deed of is drafted by me according to the directions of the Builder and the Bayer/VENDEE, and on basis of the available paper And documents -



## Endorsement of Certificate of Admissibility

Admis ible 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. 10000/-Addl.Stamp duty paid under Municipal Act Rs. Amt.Paid By N.J Stamp Paper Rs. Amt.paid through Bank Challan 0/-Registration Fee Rs. 11250/-LLR + Proc Fee Service Charge

PAID A1 LLR H<sub>1</sub>b n **A8** K1a 1 ii 0 D 0 HO Proc.Fee 0 K<sub>1</sub>b A9 0 DD 0 Liii n 1000 T 0 K1c Total A10 0 Mb 0 F 0 11 0 K2 B 0 Na H<sub>1</sub>a 0 12 0 Li TOTAL-1000

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -1250

> Registering Officer Patna

0

0

0

250

Date: 15/12/2018

#### Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 15th December 2018 by Arvind Kumar Singh S/O-Sri Ram Kathin Singh by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date:15/12/2018

Registering Officer Patna

### Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Nishant Kumar Singh' age '28' Sex 'M', 'S/O-Prem Kumar Singh', resident of 'S/O-Ram Niwas Singh Katra, South Of Buddh Murti, Kadamkuan, West Lohanipur, Patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date: 15/12/2018

g Officer Patna

## Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 22 on pages on 325 -334, for the year 2018 and stored in CD volume No. CD-4 year 2018 .The document no. is printed on the Front Page of the document.

Date: 15/12/2018

Token No. :

14838

Year: 20#

SCORE Ver.4.1

o Officer

Deed No . : d No . : 970