



संख्या 317 तिथि 17.6.2020 1000/- शीट संख्या AG 548168

हस्ताक्षर का नाम, पता...
हस्ताक्षर...
आय बिहारी स्टाम्प विक्रेता
का. १० १३/८७ सिविल कोर्ट दानापुर-

राज नारायण सिंह
26-06-20-20
अभिषेक
26-06-20-20

राम उग्र सिंह
26.06-2020
Prince Kumar
26-06-2020

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed on ----- day of
June 2020,

BETWEEN

11/06/2020
06-2020
KASHI KUMAR
06-2020

(2)

1. **SRI JAI NARAYAN SINHA** son of Late Ram Pratap Singh ,

----- **FIRST PARTY**

Mob. No. 9334446246

2. **SRI RAM UGRAH SINGH** son of Late Ram Pratap Singh ,

----- **SECOND PARTY**

Mob. No. 9572883736

3. **SRI RAM NARAYAN SINGH** son of Late Ram Pratap Singh ,

----- **THIRD PARTY**

Mob. No. 9334209132

4. **SMT. ANILA DEVI** wife of Late Deo Narayan Singh

Mob. No. 7488406741

5. **SRI VIKASH KUMAR** son of Late Deo Narayan Singh

Mob. No. 9386910770

6. **SRI PRICE KUMAR** son of Late Deo Narayan Singh

Mob. No. 983551601

----- **FOURTH PARTY**

all resident of - Ambaji Apartment , Sheikhpora , Pillar No. 72, P.S. - Shastri Nagar , P.O. - B.V.College , District - Patna-800014

(which expression shall unless otherwise excluded by or repugnant or contrary to the context thereof be deemed to mean and include their heirs , executors administrators , legal representatives and assigns).

AND WHEREAS the above the parties aforesaid has decided to carry on business of contract works with Civil , Semi Government or Government contractor , Building construction either on purchased property or on the properties taken on Development Agreement , Land purchase and Sale by way of development of plots , Building construction and any other business or businesses in the Partnership with one another under the name and style of **M/S NARAYAN BROTHERS** , at 206 , Ambaji Apartment , Sheikhpora , Pillar No. 72 , P.S. - Shastri Nagar , P.O. - B.V.College , District - Patna-

राम नारायण सिंह
26-06-2020
अनिल देवी
26-06-2020

राम उग्र सिंह
26-06-2020
Prince Kumar
26-06-2020

विश्व नारायण
26-06-2020
Vikash Kumar
26-06-2020

(3)

800014 , State of Bihar or any other place or places as the parties hereto mutually decide from time to time.

AND WHEREAS the parties of this Deed desire that the terms and conditions on which they intend to carry on the above said business in partnership be reduced in writing to avoid any further difficulties or misunderstandings.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREED AS FOLLOWS:-

1. That the Partnership commence from 1st day of 01 st. day of June 2020.
2. That the business in Partnership has been and shall be carried on under the name and style as **M/S NARAYAN BROTHERS** , at 206 , Ambaji Apartment , Sheikhpura , Pillar No. 72, P.S. - Shastri Nagar , P.O. - B.V.College , District - Patna-800014 , State of Bihar or any other place and places as the parties hereto mutually decide from time to time.
3. That the business in partnership has been and shall be of Construction of residential cum commercial building/s , contract works with Civil Semi Government or Government Contractor , General order supplier , Transporting , contract works , Land purchase and Sale by way of development of plots etc. and any other business or businesses in the Partnership with on another. That the scope of the business may be extended or restricted by mutual consent of the partners.

जयश्री वि-ए	राम कुमार सिंह	राम नारायण सिंह
26-06-2020	26-06-2020	26-06-2020
विकास कुमार	Prince Kumar	अजिता दा
26-06-2020	26/06/2020	26-06-2020

MR. NARAYAN BROTHERS

(4)

4. The business in Partnership has been and shall be of "PARTNERSHIP AT WILL".
5. That the Partnership shall continue until the same shall be dissolved either by operation of any Law in force for the time being or by mutual consent of the Partners.
6. That upon the death during the continuance of the Partnership of any of the Partner, hereof the Partnership shall not be dissolved, so far as the surviving partners concerned and, that upon such death of any of the partners hereof the heirs and / or legal representatives of the said deceased partner shall step into the shoes of the deceased and shall be entitled to become a partner of this firm upon the same terms and conditions as would have been applicable to the said deceased partner if he had died. Provided that if the heirs and or legal representatives of any deceased partner decline, or refuse and / or fail, within sixty days from the date of such death to become a partner of this firm as aforesaid the surviving partners shall be entitled to carry on and continue the firm as manager and / or under any constitution and / or reconstitution thereof as the surviving partners shall think best, but in such case the surviving partners shall pay to the heirs and / or legal representatives of the deceased partner the amount, if any, standing in the books of the firm to the credit of the deceased partner of the firm on the date of his death, after however the adjustment of his amount in the firm with the share in the assets and liabilities of the firm upto the date of his death and in such event the surviving partners shall be further entitled to take a new partner or new partners whom so ever they, the surviving partner /s may like.

राम राम सिंह
26-06-2020

अमित दास
26-06-2020

राम उमेश सिंह
26-06-2020

Prince Kumar
26-06-2020

जय-नारायण-सिंह
26-06-2020

Vikas Kumar
26-06-2020

(5)

7. That during the continuance of the Partnership no Partner shall retire or withdraw from this partnership except by giving three calendar month's previous notice in writing to the partner or thereafter of his intention to that effect and in that case the retiring partner shall be entitled to get amount of capital appearing in the books of Account of the firm, to his credit on the date of his such retirement and his share in the profits, if any, in the firm computed upon the date of his such retirement after however proper adjustment of his account in the firm with his share in the assets, properties, debts and liabilities including liabilities for the pending management of the firm and the retiring partner shall pay forthwith if on such adjustment of account any amounts is found due from his to the firm. That on the retirement or withdrawal of the partner from this partnership the firm shall not be dissolved and the continuing partner shall be entitled to carry on and continue the business of the firm in co - partnership between themselves and / or taking a new partner or new partners in place of the retiring or withdrawing partner as the continuing partner shall think best.

21/12/21
26-06-2020
26-06-2020
26-06-2020

8. That all expenses whatsoever which will be incurred by this firm in carrying on it's business shall be paid and / or borne out of the gross earning and / or assets of this firm and if the same be not sufficient to cover the expenses incurred and / or losses suffered the deficit shall be paid and / or born by the partners hereof in the proportion in which they are entitled to participate in the net profits of the firm.

26-06-2020
26-06-2020
26-06-2020

9. That the capital of the firm shall not be fixed. The capital that may be required for this business shall be contributed by the partners in such quantity as may be agreed upon between the partners from

26-06-2020
26-06-2020
26-06-2020

(6)

10. That the capital contributed by the partners of the aforesaid shall bear interest @ 12% per annum and the said amount of interest will be considered as business expenditure of the partnership firm. The above rate may be increased / decreased as per mutual agreement.
11. That the interest of in clause (10) above mentioned may be waived reduced , increased or otherwise varied , as may be , mutual settled between the partners from time to time.

12. That the Profits and Losses of the Partnership business shall be shared and borne by the Partners in the following proportion:-

Sl. No.	Partners	Profits	Losses
1.	Ist. Party	25%	25%
2.	2nd. Party	25%	25%
3.	3rd. Party	25%	25%
4.	4th. Party	25%	25%

13. The accounts of the partnership firm shall be taken annually at the end of every 31st. March.

- #### 14. Remuneration to Partners

- (i) It is agreed by and between the parties hereto that the First Party shall be entitled to execute all the document of Agreements , Sale deed , Plans , vouchers and all other papers etc. and he shall be treated **WORKING PARTNER** shall devote his time and attention in the conduct of the affairs of the firm , as the circumstances and business needs may require.
- (ii) The total remuneration payable to the working partners shall be worked out as under.

जयशिवसिंह	राम उदय सिंह	राम शरमा
26-06-2020	26-06-2020	26-06-2020
	Prince K.	अमित शर्मा
	26-06-2020	26-06-2020
Vikas Kumar		
26-06-2020		

(7)

In the case of loss or book profit upto Rs. 75,000/- for the Year	Upto Rs. 50,000/- or at the rate of 90% of the book profit whichever is higher.
On the amount of book profit exceeding to Rs. 75,000/- but not exceeding Rs. 1,50,000/- for the Year	60% of the excess over Rs. 75,000/-
On the book profit exceeding Rs. 1,50,000/- for the Year	40% of excess over Rs. 1,50,000/-

Explanation : For the purposes of this clause the expression "Book Profit" shall mean the "Book Profits" as defined in section 40 (b) of I.T. Act 1961 or any statutory modification or re-enactment thereof for the time being in force.

15. That each partner shall be entitled to withdraw out of the business in partnership such sum for personal expenses as would be mutually agreed upon and that would be debited to his personal account and shall be accounted for at the time of division of profit or loss.
16. That a personal account in the name of each of the partners hereof shall be maintained in the ledger of the partnership business and all personal transactions by each individual partner with the firm shall be recorded therein.
17. That proper books of accounts shall be maintained wherein shall be recorded particulars of moneys, goods and effect belonging to and / or owned by the partnership and / or paid, received, sold or purchased in the course of the business of the firm and all such other

26-06-2020	26-06-2020	26-06-2020	26-06-2020
VIKASH KUMAR	VIKASH KUMAR	VIKASH KUMAR	VIKASH KUMAR
26-06-2020	26-06-2020	26-06-2020	26-06-2020

(8)

transactions , matters and things relating to and / or concerning the said business as are usually entered in the books of accounts kept by traders engaged in a business of similar nature. The said book of accounts together with all other papers and documents (except such as are to be kept with the bankers) shall be kept in the office of the firm and shall be open to inspection by the partners hereof , none of the partners hereof shall have any right to exclusive possession or custody of the said books of accounts and documents but each of them shall be entitled to check them and take out copies of such Portions thereafter as he may deem fit and proper.

18. That the firm shall observe 31st. March of every year as it's year of account and on the last day of each and every 31st. March during the continuance of this partnership unless otherwise agreed upon under exceptional circumstances the accounts of the firm shall be closed.

27th 21st March 2020
26-06-2020
31st March 2020
26-06-2020

19. That notwithstanding any think to the contrary that may be contained herein , the **TRADE NAME AND GOOD WILL** of this Partnership business shall absolutely and for all intents and purposes belongs to the continuing partners and that on retirement , withdrawal , and / or death of any party hereof he or his heirs and / or legal representatives shall not have any right , title or claim whatsoever in the said **TRADE NAME AND GOOD WILL**.

27th 21st March 2020
26-06-2020
Prince K.

20. That the management and control of the partnership business shall belong to , vest in and exercised by both of the partners and the First Party shall be entitled to sign in the name of Firm all tenders offers , contracts, agreements , deeds of agreement as well as deed of absolute sale , bills , bills-of landing , memos , vouchers , letters ,

27th 21st March 2020
26-06-2020
Vikash Kumar
26-06-2020

(9)

orders , receipts , securities , negotiable and / or mercantile instruments and / or all such other documents and / or papers which may or shall be required to be signed by or on behalf of the firm in the ordinary course of it's activities.

21. That each partner shall be just and faithful to the other partner and shall at all time give to them all informations and doubtfully explanations without any concealment or suppression of all matters within his knowledge relating to the affairs of the partnership and honestly and diligently for the firm thereby affording every assistance in his power in carrying on the business of the firm for almost mutual benefit.
22. That the firm as constituted hereunder shall be entitled to open any account or accounts with one or more Bank or Banks and all such Bank Account or Accounts shall be operated by both the partners either jointly or individually.
23. That the Partners shall be entitled to borrow in the name of the Firm necessary Finance from any Financial Institutions and other including Banks in such terms and on such conditions as they may agree upon from time to time.

21/11/2020 R-er

26-06-2020

31/01/2021 R-er

26-06-2020

21/11/2020 R-er

26-06-2020

Prince ver

26-06-2020

21/11/2020 R-er

26-06-2020

Vikash Kumar

26-06-2020

MP NAKAYA BROTHERS

21/11/2020 R-er

(10)

24. That all matters or differences and / or disputes and all questions whatsoever which may or shall either during the continuance of this partnership or at it's determination on arise between the partners hereof and if their heirs and / or representatives of a deceased partner in regard to any matters or things relating to partnership affairs or the constitution or application of any clause herein contained or to any account , valuations or divisions to be made hereunder or to any act , deed or commission or any partners , hereof or to the rights or liabilities of any person under the presents shall be referred arbitration according and subject to the provisions of the **INDIAN ARBITRATION ACT** (Act IX of 1940) or any other statutory modifications thereof for the time being in force.
25. That in all or any other matters not herein before otherwise expressly provided for the **INDIAN PARTNERSHIP ACT** (Act IX of 1932) or any other statutory modifications thereof in for the time being shall be applied.
26. That any of the above terms may be varied , altered , modified and /or added by mutual consent of the partners hereto be either expressed in writing or implied from conduct.

25/11/2020

26-06-2020

31/10/20

26-06-2020

25/11/2020

26-06-2020

Prince km

26-06-2020

25/11/2020

26-06-2020

Vijayash Kumar

26-06-2020

MP NARAYAN BROTHERS

Page

(11)

IN WITNESSES WHEREOF the aforesaid Partners to these presents have here unto set and subscribed their respective hands and seal the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
AT DANAPUR,

In Presence of Witnesses:-

WITNESSES

SIGNATURE OF PARTNERS

1.

1. गीताराम शिंदे
26.06.2020

2.

2. राम उग्रह सिंह
26-06-2020

3. राम नारायण सिंह
26-06-2020

4. अजिमा देवी
26-06-2020

5. Prince W.
26-06-2020

Vikash Kumar
26-06-2020

6.

NARAYAN BROTHERS
गीताराम शिंदे
Partners

DRAFTED BY:-