

बिहार BIHAR
04 MAY 2019
कोषागार पदाधिकारी
भागलपुर

AB 143178
सुधीर कुमार
मुद्रांक विक्रेता
अनुज्ञप्ति सं-08/2003
कचहरी, भागलपुर

DEED OF PARTNERSHIP

This deed of Partnership is made on 30th day of May, 2019 between:

1. ***Bikash Kumar Pandey***, S/o: Binodanand Pandey R/o: R. N. Agrawal Road, Chuniharitola, Bhagalpur, Dist.: - Bhagalpur in the state of Bihar by faith Hindu. Nationality Indian here in after called the first party (which term and expression shall include and mean his hiers, assigns, legal representative, successors, administrators etc.) of the first part.

2. ***Rajesh Kumar***, S/o: Chandrika Prasad Singh, R/o: At Tahabalpur. Bhagalpur, Dist.: - Bhagalpur in the state of Bihar by faith Hindu. Nationality Indian here in after called the Second party (which term and expression shall include and mean his hiers, assigns, legal representative, successors, administrators etc.) of the second part.

Rajesh.

WHERE AS THE ABOVE PARTIES have decided to start Business of Real Estate, Construction, Developer, contracts, sub-contracts, quasi contracts whether for Government or semi Government bodies or corporation or society of body corporate or Companies or firms or individuals or schools or clubs or other bodies or private works and to undertake contracts relating to construction, modification, repairing, alternation, removal, redecoration, enlarging, improving and designing of civil work, building construction, Supply of Goods & Services etc. in the name and style of **"M/S MAHADEO INFRATECH"** Under the deed of partnership dated 30th Day of May, 2019, the above parties have decided to execute a deed of partnership and decided to record the terms and conditions of the partnership business affairs 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 MAHADEO INFRATECH.**

1. That the office of the partnership shall be situated at R. N. Agrawal Road, Chuniharitola, Bhagalpur, Bihar the same time partners shall be liberty to open branch or branches at such other place or places as determined with their mutual consent.

2. That the both party of this deed entitled to execute and sign all the official documents, Developer Agreement, Agreement for Sale, Sale Deed, Mortgage Deed Jointly.

3. That the both party of this deed can Open & Operate Bank/Banks Accounts in any Nationalize Bank/Banks or any Private Bank/Banks Jointly on behalf of the firm.

4. That the partnership business shall be deemed to have commenced on and 30th day of May, 2019.

5. That the business of partnership shall be that of the work as Business of Real Estate, Construction, Developer, contracts, sub-contracts, quasi contracts whether for Government or semi Government bodies or corporation or society of body corporate or Companies or firms or individuals or schools or clubs or other bodies or private works and to undertake contracts relating to construction, modification, repairing, alternation, removal, redecoration, enlarging, improving and designing of civil work, building construction Supply of Goods & Services etc. and the firm can start any other business with mutual consent of partner's.

6. That the capital required by the partnership shall be contributed 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 to 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 each year during the continuance of the partnership business, unless otherwise agreed upon with the consent of the all partners.

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 by the partners in the following ratios: -

1. Party of the first part	**50%**
2. Party of the Second part	**50%**

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.

11. That in the case of insanity, permanent physical disability or death of any of the partner or partners the firm shall note 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 in to 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 no person shall without the consent in writing of other assign, mortgage or sales his share or interest in the partnership.

14. That the firm can borrow money from any commercial bank/banks or private party for the purpose of business mutual consent of all partners.

15. 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 them firm.

16. 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 the 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.

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

18. 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 the present partnership concern.

19. The 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.

20. That all disputed and difference 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 representative shall be referred to the Arbitration Act (Act 1940) or any other statutory modifications thereof for the time being in force.

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

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 30th day of May, 2019.

WITNESSESS: -

1.

2.

SIGNATURE OF THE PARTNERS

1.....
(Party of the first Part)

2.....
(Party of the second part)