Serial No. 9811 Circle:-:NA Book No. :- 4 Deed No. 475



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR क्रम संख्या 4574 तिथि 6/6/23 मूल्य 5000 सीट संख्या 412 B 439565

क्रेता का नाम एवं पता

Serial No. 9811 Deed No. 475

बच्चू प्रसाद सिंह, मुद्रांक विक्रेता

ला० सं० 2/82, जिला निबंधन कार्यालय, पटना

Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on **09/06/2023** by **Sadique Akhtar**

A Stamp Duty of Rs. **10000**/- and other Fees of Rs. **1500**/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. **475** in Book No. **4**, Volume No. **9** on pages from **416** to **430** and has been preserved in total **15** pages in C.D. No. **2** / Year **2023**

9/6/2023

बिहार सरकार

Signature with Date

(**Dhananjay Kumar Rao**)

Registering Officer, **Patna**

Date: 09/06/2023 Token No: 9892/2023

दस्तावेज की जाँच किया एवं दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।

9/6/23

जाँच लिपिक

(अभिषेक कुमार)

नि०व०लि०

SCANNED BY

9892/23

जिला अवर निबंधक की कार्यालय

Sadique Akhtar 09/06/2023

J. Khan 09/06/2023

(DEED OF PARTNERSHIP)

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 09th DAY OF JUNE 2023, AT PATNA.

BETWEEN

Sadique Akhtar aged about 42 Years son of Late Abdul Hafiz, resident of 170, Madni Manzil, Samanpura, P.O. B .V. College, P.S. Shastri Nagar, District Patna, Pin Code – 800014, Occupation-Business, Nationality–Indian, hereinafter called the FIRST PARTNER.

Aadhar – 9591 7291 8644 **Mob.9386899468**

PAN: ASDPA6696H

AND

M. Ishtiaque Khan aged about 48 Years son of Late Abu Zafar Khan, resident of Samanpura, Raja Bazar, P.O. B. V. College, P.S. Shastri Nagar, District Patna, Pin Code – 800014, Occupation-Business, Nationality–Indian, hereinafter called the SECOND PARTNER.

Aadhar – 2230 7688 6461 **Mob. 9386870090**

PAN: BGVPK0104P

J.Khan 09/06/2023

WHEREAS, the parties hereto of the first part, second part deemed it desirable to draw a Partnership Deed for carrying on the business at Patna in the State of Bihar and/or at any other place as jointly decided by the partners from time to time.

AND WHEREAS, the aforesaid partners are desirous of forming an association for carrying on the business of contract Engineering Constructions and Contract Works from the Department of Government and Semi Government and General others contractor, Trading, consultancy, Franchise, Land Commission Agent, Town Planner, Developers, Builders consulting engineers, Architects, Town planners, valuers, interior designers, land developers and builders, and other businesses etc. and they finding each other competent and suitable agreed to join hands by becoming

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partners in the business run under the name and style of **"PILLARS DEVELOPER CONSTRUCTION"** at "Fazal Imam Complex Apartment" in Block-A, Fraser Road, P.S. Kotwali, District Patna, Pin Code – 800001.

AND WHEREAS, accordingly the parties hereto have agreed to carry on business in partnership with each other, and where as it is now considered, expedient and desirable to record the terms and conditions mutually settled and agreed upon between the parties.

NOW THIS DEED OF PARTNERSHIP WITNESSES AS UNDER:-

1. That the parties here to have commenced business in partnership with each other on and from 09.06.2023

2. That the business of the partnership shall be carried on in the name and style of **"PILLARS DEVELOPER CONSTRUCTION"** at "Fazal Imam Complex Apartment" in Block-A, Fraser Road, P.S. Kotwali, District Patna, Pin Code – 800001

3. That the business of the partnership firm **"PILLARS DEVELOPER CONSTRUCTION"** shall be to carry on the business of contract Engineering Constructions and Contract Works from the department of Government and Semi Government and General others contractor, Trading, consultancy, Franchise, Land Commission Agent, Town Planner, Developers, Builders consulting engineers, Architects, Town planners, valuers, interior designers, land developers and builders, and other businesses etc, the partnership may also get into such other business as may be mutually agreed upon by the partners from time to time.

4. **That the office of the firm shall be** at "Fazal Imam Complex Apartment" in Block-A, Fraser Road, P.S. Kotwali, District Patna, Pin Code – 800001.

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Sadique Ahmad 09/06/2023

अवर निबंधक का कार्यालय पटना

5. That the partnership business will ordinarily be carried on at Patna or any other places in the State of Bihar, even outside Bihar, in the Country of India, as the partners shall, from time to time, agree upon with each others consent in writing.

6. THAT THIS PARTNERSHIP IS IN BETWEEN

(i) First Partner - Sadique Akhtar invested Capital @ 50% in the business

(ii) Second Partner - M. Ishtiaque Khan invested Capital @ 50% in the business as share in gain and profit and in the ratio they will share in responsibilities, funds, expenditure and shall have right in all assets and duties whatsoever will be from time of execution of this deed in the future to come that for financial transaction.

7. That this partnership is in between (1) Sadique Akhtar 50% share (2) M. Ishtiaque Khan 50% share and each partner shall have share at the said ratio in loss and gain/profit and in the same ratio they will share in responsibilities, funds, expenditure, equal rights in all assets and duties whatsoever will be from time of execution of this deed in the future to come that for financial transaction.

8. That this partnership is between (1) Sadique Akhtar (2) M. Ishtiaque Khan are share holder as mentioned above to each share stake for both of them with equal responsibilities, equal funds, equal expenditure, equal Gain or loss, equal rights in all assets and duties whatsoever will be from time of execution of this deed to the future to come that for financial transaction they will open joint account in any of the Nationalized Bank, Schedule Bank, post office Private Bank etc, under their joint signature.

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J. Khan. Patna. 12023

Sadique Akhtar 03/06/2023

9. That the partners shall keep or cause to be kept books of accounts at the place of business for the time being of partnership firm with respect to:-

i. All sum of money received and expended by the firm and the matters in respect of which the receipt and expenditure takes place, along with the suitable documentary evidence.

ii. All jobs under taken by the firm.

iii. All contracts entered into by the firm.

iv. All vouchers, letters and correspondences belonging to or pertaining to the business.

v. Capital and drawing accounts of the partners.

vi. Loan accounts of the partners.

vii. Record of proceeding of meetings.

viii. That the initial capital of the partnership shall be contributed jointly by the partners, Initially the account may be opened by both the partners in the joint signature and operation of both the partners.

10. That the records of the partnership whether current or otherwise shall be opened to inspection by any of the partners who shall also be entitled to take copy of the same.

11. That the bankers of the partnership will be any bank as may be decided by the partners after taking a resolution.

12. That partnership Money, Cash, Cheque and securities except those required for current expenses and as jointly agreed upon, shall be paid into and deposited with the said bank within five working days of the bank after receipt of the same.

13. That the money will be withdrawn from the bank with the joint signatures of both the partners through Cheque, before drawing the amount from the bank the amount will be entered in a register kept for that purpose.

J. Khan. 09/06/2023

Sadique Akhtar 09/06/2023

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14. That the account and valuation of the assets, credits and liabilities of the partnership shall be taken immediately at the end of each financial year after mutual examination of the balance sheet, as credited by the auditor, required copies shall be made and signed by both the partners in token of their acceptance as final and binding. Each partner shall retain one signed copy of the balance sheet.

15. That the profit and losses shall be equally divided & shared among the partners not exceeding fifteen days of the settlement of the annual account of the business.

16. That the partners shall be entitled to withdraw money from the bank for their personal use from time to time and the amount so required by any partner shall be decided by written consent of both the partners before withdrawal from the bank, such amount shall be subject to adjustment in profits of the individual partner on the closure of the annual general account of each financial year, if on taking general account in any year, it appears that any partners has drawn more than their share of profits for that year they shall return the excess at once within a specified period.

17. That the partners shall carry on the business of the firm to the greatest common advantage shall be true and just to each other and shall render true accounts and full information of all transaction and dealing concerning the business of the partnership. The partners shall meet together at least once in a month and will discuss the matter and affairs relating to the business of the firm.

18. That all matters for which no provision is made in this Deed shall be decided among the partners by holding a Special meeting and the proceedings be recorded and duly Signed by the partners in a book maintained for this purpose.

J. Khan
09/06/2023

Sandeep Agarwal
09/06/2023

जिला अवर निबंधक का कार्यालय
पटना

19. That both the partners shall be entitled to receive salary, Commission, bonus, remuneration etc. From the Partnership firm for their contribution towards guiding and or managing of the business and such remuneration shall be treated as business expenses.

20. That the partners may distribute the work of the Management among themselves in any way they like.

21. That the firm may engage any technical or non technical Hand including architects, engineers, valuers, auditors, and staff as and when necessary under such terms and conditions and for such period as may be agreed upon or determined by the partners from time to time.

22. That no partner shall do the following work without the Written consent of the other partner:-

a). Compound or compromise or relinquish any debt or Claim of the firm.

b). Lend any money of the firm

c). Institute or withdraw a suit or proceeding filed on behalf of the firm.

d). Enter into other partnership on behalf of the firm.

e). Open an account in his own name in any bank on behalf of the firm.

f). Engage, appoint or discharge any employee or staff of the firm.

g). Made or enter into any other partnership business on behalf of the firm.

23. That any partner shall have the option to retire from the Partnership business by giving two months prior written Notice to the surviving partner after fulfilling and Discharging all the liabilities and responsibilities of the Partnership and its shares and financial debt or claims.

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23.a. The partnership business will not be dissolved in the event of the death of any partner the surviving partner may carry on the business with the legal heir of the deceased partner with the written consent and agreement.

23.b. The estate of the deceased partner is not liable for any act of the firm done after their retirement or death.

24. That on retirement or death of a partner, final account of the partnership business shall be taken immediately, at Such circumstances and their share will be assessed and will be paid to him or their legal heirs within three months of his death or retirement.

25. That both partners jointly by prior Mutual and written concern among themselves may jointly undertake or start any other type of new business. In addition to the existing one and may under take or over take the unfinished or incomplete work or project of other firm by mutual agreement and memorandum of Understanding keeping in mind that their own existing Project or work do not suffer in any way.

26. That any dispute or differences of opinion which may arise relating to the management and conduct of the day to day business of the partnership, unanimous decision of the partners shall be preferable.

27. That if any dispute and differences are not decided by the partners mutually then the matter will be referred to an Arbitrator or arbitrators and their decision will be binding upon all the partners.

28. That the partnership shall be a partnership at will.

29. That the partnership business may be dissolved with the Consent of all the partners.

जिला अवर निबंधक की कार्यालय पटना

30. That on dissolution of the partnership firm all its assets and liabilities will be ascertained and the account will be settled as soon as possible and convenient in the following manner:-

i). Losses including deficiencies of the capital shall be Paid first out of profit, next out of capital and Lastly by the partners individually in equal proportion.

ii). The assets shall be applied in the following manner and order: -

a). In paying of the debts of the firm to the partners.

b). The residue if any shall be divided among all the partners as per ratio referred to above.

31. Interest at the rate of 12 % per annum or as may be prescribed under section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provision as may be in force in Income Tax Act, 1961 for the assessment of the Partner Ship Firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the accounts of the partners. Such interest shall be calculated and credited to the accounts of such partners at the close of the accounting year. However the rate of interest may be nil or lower than 12% as may be decided by mutual consent of the parties hereto.

32. The remuneration payable to the partners shall be credited to their respective account at the close of accounting year when final account of the Partner Ship Firm are made up and the amount of remuneration shall fall due to them on determining the same in the manner referred to hereinbefore and the said partners shall be entitled to draw their remuneration only after the end of the said relevant accounting year

जिला अवर निबंधक का कार्यालय पटना

33. That all other matters relating to the partnership not here in before contained in or provided for in this deed of Partnership and the relationship between the parties as Partners and their rights and obligations will be governed by the provisions of the Indian partnership Act 1932 as amended from time to time.

34. That in general all the affairs pertaining to the firm which have not been contained any where in this deed, will be priority discussed among the partners and agreed upon before taking up into action.

35. That this deed of business partnership is between only to executing partners further no other person other than these two will be included in the partnership of business and non of these two partners will execute partnership deed or do any business with any other person until and unless this partnership business deed is broken and declared ineffective and ceased in written.

36. That in case of final agreed written closure of the business no partner shall have any claim or right to use the premises and name & style of the firm, which will be also deemed finally close and non-operational.

37. That all disputes and cases pertaining to this partnership deed and firm shall fall within the jurisdiction of the Court located in Patna only.

जिला अवर निबंधक का कार्यालय
पटना

IN WITNESS WHEREOF the parties here to have set and subscribed their respective hands and signature to this agreement of partnership on this the 09th day of June 2023, here in written in the presence of the witnesses.

09/06/2023

(Sadique Akhtar)
SIGNATURE OF THE FIRST PARTNER



09/06/2023
(M. Ishtiaque Khan)
SIGNATURE OF THE SECOND PARTNER

WITNESSES

As per statement of the partners I have drafted this document in 11 pages.

S/o Syed Mo
Sultanpur
Dhanpur
PATNA
9.6.23

(ANWAR ALAM)
Advocate
D.B.A, Patna

Advocate
9/6/2023

9/6/23

जिला अवर निबंधक का कार्यालय
पटना

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. 10000/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl. Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 6500/-

Registration Fee

FEE PAID

A1	0	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-	1000

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1500

LLR + Proc Fee	
LLR	0
Proc.Fee	0
Total	0

Service Charge: 500

Registering Officer
Patna

Date: 09/06/2023

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 09th June 2023 by Sadique Akhtar Late Abdul Hafiz by profession Others. Status - Executant

Sadiqueakhtar 09/06/2023

Signature/L.T.I. of Presentant **Date:09/06/2023**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Shahbaz Abbasi' age '53' Sex 'M', 'Late Syed Mohhamad', resident of 'Sultanpur, Danapur, Dist.- Patna.'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 09/06/2023

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 9 on pages on 416 -430, for the year 2023 and stored in CD volume No. CD-2 year 2023 .The document no. is printed on the Front Page of the document.

जिला अवर निबंधक पटना सत्यमेव जयते

Registering Officer
Patna

Date : 09/06/2023

Token No. : 9892 Year : 2023 S.No. : 9811 SCORE Ver.4.1 Deed No . :d No . : 475

INDIA NON JUDICIAL

Government of Bihar

e-Stamp

Certificate No.	:	IN-BR-2300219357
Certificate Issue Date	:	07-Jun-2023 12:22 PM
GRN No.	:	BHR20230600130420E, BHR20230600169697E
Unique Doc Reference	:	EST-BR-2800-2300003017
Party Name	:	SADIQUE AKHTAR
Purchased by	:	SADIQUE AKHTAR
Purpose	:	NA Article no (NA)
Stamp Duty Paid (Rs.)	:	5000 (Five Thousand Only)
Reg. Fee (Rs.)	:	1000 (One Thousand Only)
LLR & P Fee (Rs.)	:	0 (Zero Only)
Miscellaneous Fee (Rs.)	:	0 (Zero Only)
Discore SC (Rs.)	:	500 (Five Hundred Only)
Total Amount (Rs.)	:	6500 (Six Thousand Five Hundred Only)

जिला अवर निबंधक का कार्यालय पटना

IN 2300220254

Sadique Akhtar 09/06/2023

9892/23

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at https://enibandhan.bihar.gov.in or using enibandhan Mobile App. Any discrepancy in the details on this Certificate and as available on the website/Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.