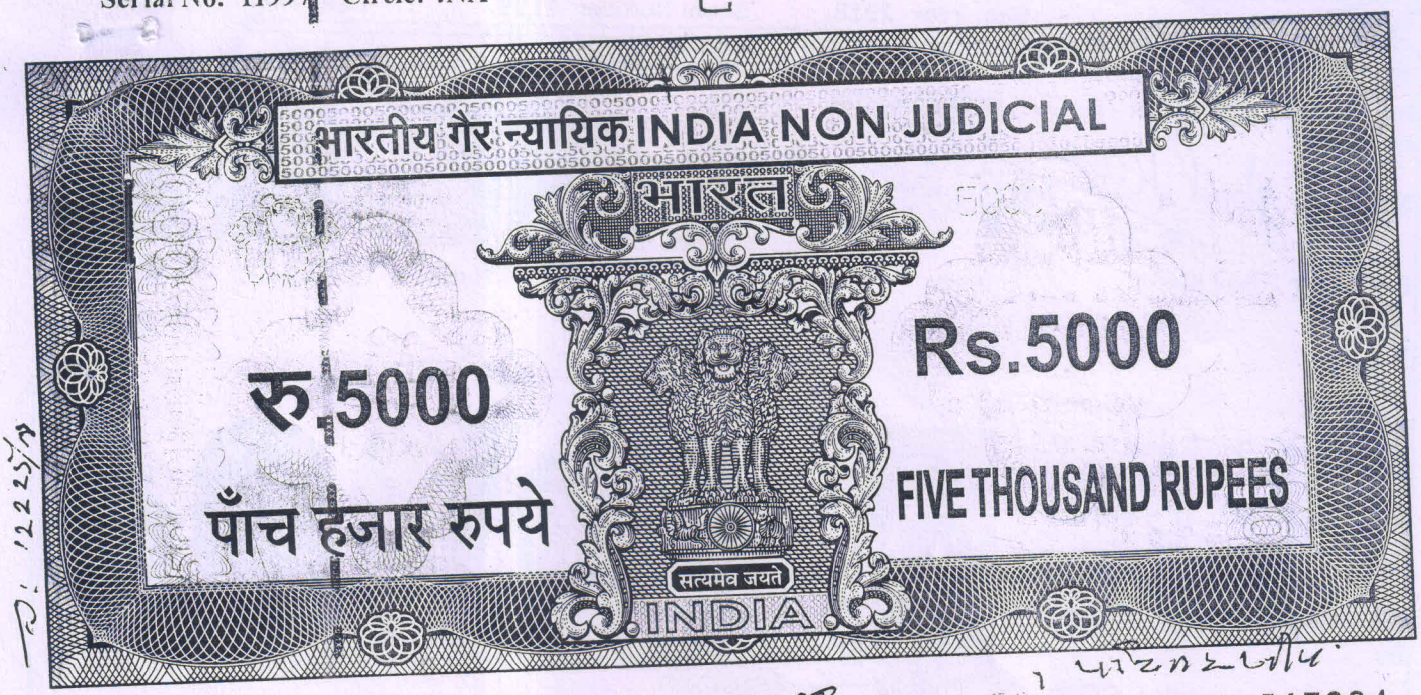
Serial No. 11997 Circle:-:NA

Book No. :- 4 Deed No. 774



बिहार BIHAR A 563024

Serial No. 11997 Deed No. 774

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **27/09/2018** by **Anil Kumar**
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. **774** in Book No. **4**, Volume No. **18** on pages from **130** to **140** and has been preserved in total **11** pages in C.D. No. **3** / Year **2018**

Signature with Date
(**Sanjay Bhartiya**)
Registering Officer, **Patna**

Token No: 12225 /2018

PARTNERSHIP DEED

This deed of partnership is made in Patna on this 27th day of September, 2018.

BETWEEN

1. **SRI ANIL KUMAR,** S/o Late Mathura Prasad here in after called the **First Party.**

AND

2. **SMT. DIVYA JYOTI,** W/o Sri Birendra Prasad here in after called the **Second Party.**

SCANNED BY

SHRI SHRI SAI CONSTRUCTION

PARTNER

SHRI SHRI SAI CONSTRUCTION

PARTNER

District Registry Office,Patna

Token Number 12225 Reg. Year 2018 Serial Number 11997 Deed Nu

PresType	Name	Photo	Thumb	Index	Middle	Ring
Presented By	Anil Kumar					
Sig.	Anil Kumar 27/9/2018					
Executant	Anil Kumar	Photo	Thumb	Index	Middle	Ring / Little
Sig.						
Executant	Divya Jyoti					
Sig.	Divya Jyoti 27/9/2018					
Identified By	Jagannath Jugnu					
Sig.	जगन्नाथ जुगनु 27-9-18					

SCORE Ver.4.0 Powered by IL&FS Technologies Ltd. Biometric Captured By 2800sop028

Anil Kumar
27/9/2018

SHRI SHRI SAI CONSTRUCTION
PARTNER

SHRI SHRI SAI CONSTRUCTION
Divya Jyoti
PARTNER

3. **The First Party Sri Anil Kumar**, Son of Late Mathura Prasad is resident of Mohalla- Ashok Nagar Road No.1, Kankarbagh, Patna-20 (Bihar) at Present Flat No. 51, Block-C, Shivam Enclave, Anandpuri, West Boring Canal Road, P.O.- G.P.O., P.S- Shrikrishana Puri, Town and District - Patna (Bihar) by Profession – Business, Religion – Hindu, Nationality – Indian.

The Second Party Smt. Divya Jyoti W/o Sri Birendra Prasad Yadav is resident of Flat No.32A, Shivam Enclave, Anandpuri, West Boring Canal Road, P.O.- G.P.O., P.S- Shrikrishana Puri, Town and District – Patna (Bihar) by Profession - Business, Religion- Hindu, Nationality – Indian.



Both the parties herein after collectively called the partners or the parties and individually called the first Partner and Second Partner respectively which expression unless repugnant to the context to include their heirs, executors, legal representatives, administrators respectively.

WHEREAS Sri Mahavir Rai was carrying on business of Builder with Sri Anil Kumar in the name of Firm **"M/s SHRI SHRI SAI CONSTRUCTION"** since 22.12.2011. through registered partnership vide deed no-6288, vol-83, page no-448 to 455, C.D.-13,Book-4.

AND WHEREAS Sri Mahavir Rai has shown his unwillingness to continue due to his old age.

AND WHEREAS Sri Mahavir Rai has introduced Smt Divya Jyoti as partner of this firm **"M/s SHRI SHRI SAI CONSTRUCTION"** instead of him.

AND WHEREAS Sri Anil Kumar, the partner of the first part has agreed to do the partnership business with Smt Divya Jyoti instead of Sri Mahavir Rai and it was thought necessary to reconstitute a new partnership by the aforesaid two partners w.e.f 27/09/2018.

AND WHEREAS the old firm had made development agreements for construction of building with (1) Sri Vinod Chandra Gupta on 19.07.2012, Vide Deed no-20950, vol-390, page no-561 to 578, Book no-1 C.D.-61 (2) with Sri Vidyanand Singh, Sri Ashok Kumar Singh, Sri Kumar Prashant on 19.06.2015, Vide deed no-5536, vol-132, page no-355 to 368, Book-1, C.D.-21, and (3) Sri Virendra

Divya Jyoti 27/9/2018

Anil Kumar 27/9/2018

SHRI SHRI SAI CONSTRUCTION

Divya Jyoti
PARTNER

SHRI SHRI SAI CONSTRUCT

PART

Kumar, Sri Rahul Kumar on 29.02.2012. Vide deed no-5729, vol-99, page no-514 to 527, Book-1, C.D.-16

AND WHEREAS the land lords (1) Sri Vinod Chandra Gupta, (2) Sri Vidyanand Singh, Sri Ashok Kumar Gupta, Sri Kumar Prashant and (3) Sri Virendra Kumar, Sri Rahul Kumar have given their consent that they have no objection that their lands given to the old firm will continue to be developed by the new firm with partners Sri Anil Kumar and Smt Divya Jyoti. All the land lords of three development agreements have also signed as witness to this partnership deed.

AND WHEREAS, Both the parties hereto desire to reduce into writing the terms and condition orally settled before to avoid any complications and misunderstanding in future.

NOW THIS DEED WITNESSES AND IT HAS BEEN MUTUALLY AGREED AS FOLLOW :-

1. THAT the PARTNERSHIP Business shall be carried on under the name and style of **"M/s SHRI SHRI SAI CONSTRUCTION"** at G-1 Ground Floor, Block –C, Shivam Enclave, Anandpuri, West Boring Canal Road, G.P.O., P.S- Shrikrishana Puri, Town and District - Patna (Bihar) or at any other place or places as may be decided between the partners from time to time.

2. THAT Business of the aforesaid firm is and shall be deemed to have commenced with effect from 27/09/2018.

3. THAT Business of the PARTNERSHIP has been and shall be of Business of Builders and to sell, purchase, acquire, take on lease or exchange or in any other lawful manner any immovable or movable properties and areas of lands, buildings, estates, structures either rural or urban or both and turn and same to account, manage, develop, hold, cultivate, construct, build multi- storied or single storied buildings, residential and/or commercial and to construct and build township, markets, dwellings houses. The nature and scope of PARTNERSHIP may be widened or changed

Divya Jyoti 27/9/18

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SHRI SHRI SAI CONSTRUCTION

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as mutually agreed in between the partners from time to time.

4. THAT the accounting period of the partnership shall be financial year, i.e., from the 1st day of April to 31st March of each year.

5. THAT the profit and losses of the partnership firm as per the accounts maintained by the firm after deduction of all expenses relating to business activity of the PARTNERSHIP BUSINESS including rent, salaries and other establishment, expenses as well as interest and remuneration payable to the partners in accordance with this clause of the deed of partnership, shall be divided and distributed between the partners on the close of the accounting year in the following proportion:-

I. PARTY OF FIRST PART	**50%**
II. PARTY OF SECOND PART	**50%**

6. That the capital of the firm has been and shall be financed by both the partners as according to their ratio in profit or loss as mutually agreed amongst the partners.

7. That the partners shall be entitled to interest on their capital in the firm @ 12% subject to maximum such rate as prescribed under section 40 (b) of the Income Tax Act, 1961 or any amendment thereof as may be in force for the relevant accounting period.

8. That both the partners will be working partner and will be paid salary of Rs. 5000/- (Rupees Five Thousand)each per month. This salary may be increased, decreased or waived by mutual consent of both the partners.

9. That both the partners will be honest and diligent and will carry on the business of the firm to the best advantage of partnership.

Anil Kumar 27/9/2018

Chinya Jyoti 27/9/2018

SHRI SHRI SAI CONSTRUCTION

PARTNER

SHRI SHRI SAI CONSTRUCTION

PARTNER

10. That the proper books of accounts will be maintained at the place or places of business which will be opened for inspection by the partners or any of them during business hours and each partner will be entitled to take copy of extract from the same.

11. That the Bank Account of the Constituted Partnership firm shall be opened in any of the Bank. Account shall be operated by Joint signature by the both partners.

12. That no partner shall do any of the following work without the written permission of other partners :-

a) Open a Banking account on behalf of the firm in his own name or in the name of the firm.
b) Speculate with funds of partnership, acknowledge any debt so as to extend the period of limitation.
c) Withdraw or compromise or refer to arbitration any proceeding between the partnership and third party.
d) Admit any Liability against the firm in a suit or proceeding.
e) Mortgage or sell or assign his share in the partnership firm.
f) Transfer, or sell or assign or mortgage any immovable property belonging to the firm.
g) Transfer, or sell or assign or mortgage any area of property developed by the firm.

13. That new partner may be admitted to the firm after the mutual consent of both the partners.

14. That any of the partner may retire voluntarily from the partnership by giving prior notice of six months to the other partner of the firm in writing of his intentions to do so and he shall be deemed to have retired from the partnership and the firm shall pay to the retiring partner his share of profit & assure the capital invested by him within three months from the date of retirement of partner from the business. The retirement of any partner, firm shall not be dissolved and it shall be carried on by the other partner of the firm.

15. That in case of death of any of the Partner, the Partnership shall not be dissolved. It shall be carried on by the remaining partner along with the legal heirs of the

Divya Jyoti 27/09/2018

Anil Kumar 27/09/2018

SHRI SHRI SAI CONSTRUCTION
PARTNER

SHRI SHRI SAI CONSTRUCTION
PARTNER

deceased partner, if they so desire and such heir or heirs shall be deemed to become partner or partners as the case may be to the extent of the deceased partner in his place or in case the heir do not so agree, the deceased partner shall be deemed to have retired from the partnership and the partnership shall be carried on by the remaining partner in case the firm shall pay to the heir or heirs of deceased partner his share of profit Assure and capital invested by him within three months from the date of death.

16. That, terms and conditions of the deed of partnership may be altered, varied or added to by mutual consent of both the partners.

17. That, the relationship of the partners shall be governed by the provisions of Indian partnership Act 1932 and the matters not provided herein provisions of the Indian partnership Act-1932 as amended from time to time shall be applicable in the partnership business.

18. That the partners shall pay and discharge their respective duties and commitments and shall indemnify the other partners and partnership assets for the same.

19. That in case of any difference & dispute arising out of the matters relating to among the partners the matter shall by referred to the arbitrators, one to be nominated by each partner and one to be nominated with the consent of the both partners as cost of the firm.

Divyesh Jyote
27/9/2018

Anil Kumar
27/9/2018

SHRI SHRI SAI CONSTRUCTION
PARTNER

SHRI SHRI SAI CONSTRUCTION
PARTNER

Divyesh Jyote
PARTNER

IN WITNESSES. Where of the partners have here unto set and subscribed their respective hands on the day, month and year first above written.

Witnesses:

1. ----------
(MAHAVIR RAI)
S/o Late Udan Rai

Shivam Enclave, Anandpuri
West Boring Canal Road Patna

2. 27/9/18
(VINOD CHANDRA GUPTA)
S/o Late Bhagwan Gupta
Langertoli, Kadamkuan
Patna

3. 27/9/18
(VIDYANAND SINGH)

27/9/18
(ASHOK KUMAR SINGH)

27/9/18
(KUMAR PRASHANT)
All S/o Sri Dhanush Prasad Singh
Vill- Vigrahpur, Jakkanpur, Patna

4. 27/9/18
(VIRENDRA KUMAR)

27/9/18
(RAHUL KUMAR)
both S/o Late Seva Prasad
Vill- Vigrahpur, Phulwarisharif
Patna

5. 27-9-18

Signature of Partners

27/9/2018
1. ----------
(ANIL KUMAR)
First Party
ADHAR NO-781769354231
PAN- ACKFS2926B

2. 27/9/2018
(DIVYA JYOTI)
Second Party
ADHAR NO-533901120178
PAN- AGLPJ1344F

SHRI SHRI SAI CONSTRUCTION
PARTNER

SHRI SHRI SAI CONSTRUCTION
PARTNER

Endorsement of Certificate of Admissibility

/ Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian /9, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

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

ation Fee

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

FEE P

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	500
Total	0	

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

Registering Officer
Patna

Date: 27/09/2018

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 27th September 2018 by Anil Kumar Late Mathura Prasad by profession Others. Status - Executant

Anil Kumar
27/9/2018

Signature/L.T.I. of Presentant

Date:27/09/2018

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Jagannath Jugnu' age '41' Sex 'M', 'Mahendra Prasad', resident of 'Flat No.51, Block-C, Shivam Enclave, West Boring Canal Road, Anandpuri, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 27/09/2018

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 18 on pages on 130 -140, for the year 2018 and stored in CD volume No. CD-3 year 2018 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 27/09/2018

Token No. : 12225 Year : 2018 S.No. : 11997 SCORE Ver.4.1 Deed No . :d No . : 774

HRI SHRI SAI CONSTRUCTION
PARTNER

SHRI SHRI SAI CONSTRUCTION
PARTNER