

बिहार BIHAR
Serial No. 20490

A 142947
Deed No. 587

बिहार सरकार कुमारी
जिला निबंधन कार्यालय, गया कार्यालय गया
अनुसंधान सं0 [illegible]
पृष्ठांकन का सारांश [illegible]

11 NOV 2018

दिनांक 30/11/2018 को Ram Pyare Yadav द्वारा यह दस्तावेज़ निबंधन हेतु उपस्थापित किया गया । इसमे रू0 11000 सहांक शुल्क एवं रू0 2250 निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज़ ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 587 के रूप में पुस्तक सं0 4 की जिल्द सं0 11 के पृष्ठ सं0 146 से 152 तक CD 22 में आज निबंधित एवं कुल 7 पृष्ठों में संधारित किया गया ।

रीवा चौधरी
निबंधन पदाधिकारी

टोकन नं. 21172/2018

दिनांक–30/11/2018

जिला निबंधन कार्यालय गया

दस्तावेज़ जाँचा
30/11
मो० मोनीर अहमद
उ० व० लि०

PARTNERSHIP DEED

This deed of the Partnership is made on 28th day Nov. 2018

BETWEEN

Sri Ram Pyare Yadav age about 66 years,

दस्तावेज में [illegible] तथा
[illegible] में [illegible]

FOR PYARA BUILDERS
PARTNER

PAN - AAIPY6140R, S/o Late Faudar Rai, 2. **Smt. Phulwa Devi** age 56 years Aadhar no. - 7970 5511 8921 W/o Sri Ram Pyare Yadav, 3. **Sri Vivek Kumar** aged about 31 years PAN - AWRPK3039L and 4. **Mr. Nikhil Kumar** aged about 23 years PAN - HRPPK4746C both S/o Sri Ram Pyare Yadav all resident of Kishori Mohan Complex, P.S. - Rampur in the District of Gaya (hereinafter referred to as first, second part, third part and fourth party respectfully.) 9431225238

WHEREAS the 1st party to the 4th party have decided to start work of property developers and other work as mutually decided by them out of their joint efforts and labour.

WHEREAS the terms and conditions of the business are mutually decided as under.

1. That the name and style of the joint business would be PYARA BUILDERS and the main office of the business at mohalla Dr. Kishori Mohan Complex Road No. 3, P.S. Rampur in the town of Gaya and district Gaya the parties to the Business on mutual consent and understanding may open its branches as they decide in future.

2. That the business will start from 28.11.2018 and the nature of business will be development of the plot/property firstly in the names of the partner of the first and 4th part.

3. That the capital of the firm according to project and the investment will be on percentage basis to be contributed in following proportionate by all the four partners.

a.	Sri Ram Pyare Yadav	35%
b.	Smt. Phulwa Devi	25%
c.	Sri Vivek Kumar	20%
d.	Sri Nikhil Kumar	20%

कार्यालय गया

4. That the first party, Sri Ram Pyare Yadava will be the ovrerall supervisory power in connection with the business

PYARA BUILDERS

whereas the partners of the 3rd part will be the Managing partner of the firm and he will look after the entire work of of the firm in consultation with other partner and execute the work in accordance with law and as mutually decided by all the partners Mr. Nikhil Kumar, the 4th partner will be the working partner. The Managing partners may be changed on majority votes of the partners in case of any eventually.

5. That the 1st party and the 3rd party are under this indenture also authorize to execute sale/development agreement or any other kind of papers/documents with any individual person(s) or institutions(s). It is also mutually agreed that the either of the party i.e. 1st and 2nd may, in case of any eventuality authorize any one in writing to act on his behalf and enter into any agreement or execute papers as stated above on his behalf.

6. That the distribution of profit of the partners in the partnership business will be according to their investment after deduction of all expenditures in executing the work concern.

7. That the loss in the business will be borne by all the partners according to their proportionate investment.

8. That the accounting method of the firm will be annual, meaning thereby, the accounting year will start from 1st April of every year and will be closed on 31st March of the subsequent year but the profit of the business will be distribute after completion of one particular work/project which is subject to limits U/S 40(b) of the Income Tax Act.

9. The amount of salary to all the working partners during the previious year should not exceed the limit given below :-

(a)	on the first Rs. 3,00,000/- of book-profit or in case of a loss	@ 90% of the book profit or Rs. 1,50,000/- which is more.

FOR PYARA BUILDERS
Vivek Kumar
PARTNER

(b) on the balance of book profit @ 60% of the book-profit

10. That it is also decided between the parties to this firm that in case of any eventuality or necessity, the firm may open Bank account in any schedule Bank which may be operated upon by at least two partners namely, Sri Ram Pyare Yadav and Sri Vivek Kumar or as may be mutually decided by the partners in future.

10 (a) That all the partners are envite for take interest@12% from firm on their capital A/c.

11. That the parties to this partnership will not sale, mortgage or otherwise deal with the properties/assets of the partnership without the consent from each other..

12. That in case of any dispute about the partnership effecting its constitution and capacity of its executing the work allotted or payment or payability of profit and loss will be first decided by the partners themselves and if the dispute persists, the partners to the present partnership will appoint Arbitrator(s), and the two Arbitrator(s) so appointed/elected with f consent of all the partners will nominate third person as Sarpanch for resolving the dispute and the Award deliver by them will be binding on all the partners. Tiie provisions of the Arbitration and Conciliation Act 1996 will be the guidelines for reference of the dispute to the Arbitration.

13. That what was not specifically stated hereinbefore will be governed and guided by the Indian Partnership Act and other Act/enactment in force and applicable for resolving or executing the very aims and purposes of the partnership.

14. That the partnership and the terms and conditions of the partnership have been prepared under free will of all the partners to the partnership. There is no otherwise influence for the purpose from any quarter.

PYARA BUILDERS

प्यारे राम यादव
30.11.2018

श्री. प्यारे राम यादव
पिता - मुंशीलाल यादव
ग्राम - सिकुलपुर
थाना - मेहना

30.11.2018

श्री विवेक कुमार यादव
पार्टनरशीप फिरवा को मानी है।

Vivek Kumar
30.11.2018

15. The partners to this partnership read over the terms and conditions of the partnership and after understanding" the same in their language and thereafter agreed to work under the name and style of the firm named above.

IN WITNESS WHEREOF, the partners named above and the WITNESSES have put their signature.

30.11.2018

30.11.2018

Vivek Kumar 30.11.2018

Nikhil Kumar 30.11.2018

Drafted by
Ramnandan Yadav
164/2

FOR PYARA BUILDERS
VIVEK KUMAR
PARTNER

जिला निबंधन कार्यालय
गया



FOR PYARA BUILDERS
Vivek Kumar
PARTNER