भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते INDIA

बिहार BIHAR

19 JUL 2011

3423
26-6-11

मैसर्स जय माँ जगदम्बा कन्सट्रक्सन भागलपुर।

5000x1 = 5000/-

मो० पाँच हजार रुपये मात्र जवाहर लाल सिंह

मुद्रांक विक्रेता, भागलपुर

पृष्ठांकन का सारांश

दिनांक 06.08.2011 को संजय कुमार द्वारा यह दस्तावेज रजिष्ट्रीकरण हेतु उपस्थापित किया गया।

इसमें रु0 5000/- मुद्रांक शुल्क एवं रु0 495/- अन्य शुल्क का भुगतान किया गया। दस्तावेज पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है।

इसे दस्तावेज सं0 806 के रूप में पुस्तक सं0 4 की जिल्द सं0 9 पृष्ठ सं0 371 से 377 तक में रजिष्ट्रीकृत एवं सी0डी0 सं0 2 वर्ष 2011 में कुल 7 पृष्ठों में संधारित किया गया।

Compared by

हस्ताक्षर एवं तारीख
(मो० कमाल अशरफ)
निबंधन पदाधिकारी, भागलपुर

दिनांक 06/08/2011 टोकन नं.: 12476 / 2011

DEED OF PARTNERSHIP

1. Name and address of the executants :- 1. Sri Sanjay Kumar S/O Sri Ramashish Singh, Residing at Red Cross Road, Adampur, Bhagalpur, District Bhagalpur, Bihar, here in after called the first party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included its executors,

(1) Mithilesh Kumar 6/8/11

साम्झेदारी पत्र लिखा जो सही 6/8/11

(2) Manoranjan Roy

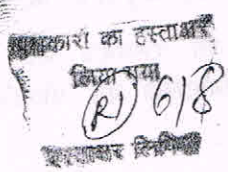
साम्झेदारी पत्र लिखा जो सही

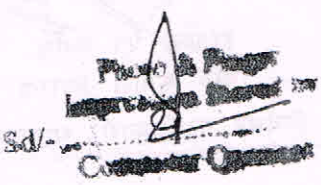


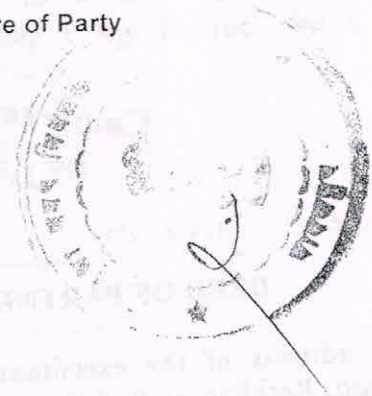
Serial No : 12386
Token No : 12476
Type & Status of Party

Deed No : 806 of 2011
Name of Party

		Photo	Thumb	Index	Middle	Ring
Presented by Self	Sanjay Kumar 6/8/11 Signature of Party					
Executed by	Manoranjan Roy 06/08/2011 Signature of Party					
Executed by	Sanjay Kumar 6/8/11 Signature of Party					
Executed by	Kumar Bam Bam 6/8/2011 Signature of Party					
Executed by	Mithilesh Kumar 6/8/11 Signature of Party					
Identifier	Mukesh Kumar 6/8/11 Signature of Party					











6/8/2011



Mithilesh Kumar

Mithilesh Kumar
6/8/11



Manoranjan Roy
06/08/2011

administrator, representatives, and assigns.

2. Kumar Bam Bam S/o Sri. Damodar Pd. Roy, residing at Godawari Sadan, S. D. Path, Near Mount Asishi School (junior), Bhikhanpur. Bhagalpur, Bihar, here in after called second party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included his heir, executors, administrator, representatives, and assigns)

3. Sri Mithiles Kumar, S/o Sri Satish Ch. Roy residing at Vill.- Bhavnathpur, Post- Rannuchak Makanpur, P. S. – Akbarnagar, Distt. Bhagalpur, Bihar, here in after called Third party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included his heir, executors, administrator, representatives, and assigns

4. Sri Manoranjan Roy, S/o Naresh Roy, residing at Vill.- Bhavnathpur, Post- Rannuchak Makanpur, P. S. – Akbarnagar, Distt. Bhagalpur, Bihar, here in after called Forth party (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean included his heir, executors, administrator, representatives, and assigns.

WHEREAS THE ABOVE PARTIES were carrying business in the name and style "M/s **Jai Maa Jagdamba Construction**" under the partnership from 1st day of May 2011, the above parties has decided to execute a deed of partnership and decided to record the terms 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 Jai Maa Jagdamba Construction".**

2. That the office of the partnership shall be situated at T. N. Singh Road, Adampur, Bhagalpur, in the district of Bhagalpur at the same time partners shall be liberty to open branch or branches at such other place or places as determined with their mutual consent.

3. That the partnership business shall be deemed to have commenced on and from 1st day of May 2011

4. That the business of the partnership shall be that of the work as developer, contractor and builder in connection with any Building Construction, and any other works of any kinds whatsoever and manufacture and deal in articles in connection therewith and also to carry on the business of general merchants, commission agents, and general order supplier and to deal in such other items, goods, articles and/or any other products may be further agreed and decided upon the partnership from time to time.

5. **All the** party hereto the part shall be the chief representative of the firm who shall his own name ostensibly as principal but in reality as agent as of the partnership or in the name of this partnership as the case may be negotiated, bid or enter into all constructs for the acquisition of the contracts and shall be entitled to be fully indemnified against all liabilities under such contracts by the parties hereto in proportion to their profit & loss sharing ratio.

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 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 equally by all the partners.

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 not 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 into 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 the working partners are entitled to take salary as per the provision under Income Tax Act. 1961.

14. That no person shall without the consent in writing of other assign, mortgage or sales his share or interest in the partnership.

15. That the partners with their mutual consent can open any bank account or accounts and borrow loan from any of the bank or commercial banks, post office and the operation of the said account shall be done by any of two partners jointly with the mutual consent of all the partners.

16. 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 the firm which shall not withstanding anything to contrary that may contend anywhere in these present shall belong only to the surviving and remaining partner/s.

17. 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 that 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.

18. All the partners shall be entitled to sign all contract notes, Agreement papers, etc. and also entitled to sign for all incense and purpose on behalf of the firm.

19. That no person shall be introduced in the firm as a part without the written consent of all the partners.

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

21. 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 of the present partnership concern.

22. That each partner shall be indemnified by the firm out of the funds of the firm for all losses and expenses includes by him 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.

23. That all disputed and differences 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 representatives shall be referred to the Arbitration Act (Act of 1940) or any other statutory modifications thereof for the time being in force.

24. That if any matter not provided here in 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 1St day of May 2011

WITNESSESS:-

1. राजेश कुमार राय पिता नागेन्द्र राय सा. भवनाथपुर थाना अकबरनगर भागलपुर 6/8/2011

2. मुकेश कुमार पिता स्व. रामनगीना सिंह सा. खेरैहिया थाना अकबरनगर भागलपुर 6/8/2011

Drafted by
Niraj Kr. Verma
Adv
E.N. 125/14
06.08.11

SIGNATURE OF THE PARTNERS

1. संजय कुमार 6/8/11
2. कुमार बमबम 6/8/2011
3. Mithilesh Kumar 6/8/11
4. Manoranjan Roy 06/08/2011

संजय कुमार

Mithilesh Kumar कुमार बमबम

Manoranjan Roy

Endorsement of Certificate of Admissibility (Rule - 35)

sible under Rule 21 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp 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. 5000**

Addl. Stamp duty paid under RDA/Municipal Act **Rs.**

(Paid Rs. 5000/- *by N.J. Stamp Paper and* Rs. 495/- *through Bank Challan.)*

FEE PAID													Total Fee
	A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR	0	495
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0	
	A9	0	DD	250	I	0	K1c	0	Mb	0			
	A10	0	E	0	J1	0	K2	0	Na	45			
	B	0	H1a	0	J2	0	Li	0	Scan	200			

Registering Officer
Bhagalpur

Date : 06/08/2011

Endorsement under section 52

Presented for registration at 02:25 PM *on* Saturday, 06th August 2011 *at the* District *Registry Office, Bhagalpur by* Sanjay Kumar Ramashish Singh *(Executant)*

by profession Agriculture.

Signature of Presentant

6/8/11

Date : 06/08/2011

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Mukesh Kumar age 38 Sex M son/daughter of Ramagina Singh resident of Kheraihia,Akbarnagar,Bhagalpur.

Registering Officer
Bhagalpur

Date . 06/08/2011

Endorsement of Certificate of Registration under section 60

Registered in Book 4 of DSRO/ SRO Bhagalpur having 7 pages, in the volume CD-2 and document no. of which is printed on the First Page of the document.

Registering Officer
Bhagalpur

Date : 06/08/2011

Token No. 12476 Year - 2011 Sl.No. 12386 SCORE Ver. 2.0 Deed No. 806 NIC-Bihar

Scanned By
Computer Operator