Serial No.- 1145 Deed No.- 237

बिहार-BIHAR D 378104

29 NOV 2014

बिहार सरकार

अवर निबंधन कार्यालय, दानापुर

दिनांक 02/02/2012 को Manoj Kumar द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 5000/- मुद्रांक शुल्क एवं रु० 670/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। उक्त लेखकारिखों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनकें तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पोल/अंकित है। इसे दस्तावेज सं0 237 के रूप में पुस्तक सं0 4 की जिल्द सं0 3 के पृष्ठ सं0 496 से 509 तक CD 1 में आज निबंधित एवं कुल 14 पृष्ठो में संधारित किया गया।

(Dhananjay Kumar Rao)

Date : 02/02/2012 Token No.- 1157 / Year 2012 निबंधन पदाधिकारी

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed on 2nd day of February 2012

BETWEEN

Serial No : 1145
Token No : 1157
Type & Status of Party

Deed No : 237 of 2012
Name of Party

Photo | Thumb | Index | Middle

Presented by
Self

Manoj Kumar

Manoj Kumar
2/2/2012

Signature of Party

Executed by

Manoj Kumar

Signature of Party

Executed by

Akhilesh Kumar

02.02.12

Signature of Party

Executed by

Mantu Kumar

02/02/2012

Signature of Party

Executed by

Abhay Kumar

2-2-12

Signature of Party

Executed by

Rekha Devi

2/2/12

Signature of Party

Executed by

Adarsh Kumar

02/02/2012

Signature of Party

Identifier

Baiju Kumar Gupta

2/2/2012

Signature of Party

अंकर में0---------- शब्दों में (रू0)---------- मात्र

चतुर्थ प्रति

(जमाकर्त्ता हेतु)

(4)

बिहार सरकार

निबंधन विभाग

गैर मालक

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंध शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम /पता- [illegible]

(जिसकी ओर से जमा किया जा रहा है) [illegible]

2. दस्तावेज का प्रकार- [illegible]

3. निबंधन कार्यालय- [illegible]

4. बैंक का नाम एवं शाखा- [illegible]

5. भुगतान की जानेवाली राशी का विवरण :

भुगतान का मद एवं शीर्ष	रकम	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प गैर न्यायिक लघु शीर्ष -103- दस्तावेजों पर स्टाम्प शुल्क लघुत्तर उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई -75 49 सकल प्राप्तियाँ विषय कोड -R0030021030001, A/c No.-10963226587	4500	4500
निबंधन शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष -03 पंजीकरण शुल्क, लघु शीर्ष -104- दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष -0001, प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विषय कोड - R0030031040001, A/c No.-10963226576	250 45 295	295
भूस्वामी शुल्क-मुख्य शीर्ष -0029- भू राजस्व लघु शीर्ष -800- अन्य प्राप्तियाँ-उप शीर्ष -0006- अन्य मदें - प्राथमिक इकाई -75 49 धूमे निबंधन शुल्क से अन्य विषय कोड- R0029008000006, A/c No.-10963226598		

भुगतान का माध्यम : नगद/ चेक/ ड्राफ्ट — कुल योग 4795

कुल राशि शब्दों में [illegible]

स्थान- [illegible]

तारीख- 2/2/12

* चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

* चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगा।

जमाकर्त्ता का नाम एवं हस्ताक्षर

FOR USE OF THE BANK

स्क्रोल नं0 ---------- तारीख ---------- उपर्युक्त कालम

संख्या 05 में दिये गए विवरण के अनुसार रू0 ---------- / शब्दों में----------

रूपये प्राप्त किया

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज * जमा करने का विवरण

एस्क्रो लेखा सं0 : A/c No. 30925445198

जमा करने की तिथि :

बैंक स्क्रोल सं0: ----------

* (दस्तावेज के पृष्ठ की संख्या +2)X रू0 25/- 375

बैंक की प्राप्ति एवं मुहर 4795

5170

Manoj Kumar KUMAR

1. **SRI MANOJ KUMAR** son of Sri Lal Babu Sah , resident of Janakdhari Lal Road , Bhattipar , Danapur Cantt. , P.S. and P.O. Danapur Cantt. , District Patna ,

——————— **FIRST PARTY**

2. **SRI AKHILESH KUMAR** son of Sri Lal Babu Sah , resident of Janakdhari Lal Road , Bhattipar , Danapur Cantt. P.S. and P.O. Danapur Cantt. , District Patna ,

——————— **SECOND PARTY**

3. **SRI MANTU KUMAR** son of Late Kapildeo Prasad Sah , resident of Guldak Road , Khagari Road , Danapur , P.S. Danapur , P.O. Digha , District Patna ,

---------- **THIRD PARTY**

4. **SRI ADARSH KUMAR** son of Late Kanta Singh , resident of Sahu Ciment Store, Choti Machuatoli , Main Road Danapur Cantt. , P.S. and P.O. Danapur Cantt. , District Patna ,

---------- **FOURTH PARTY**

5. **SMT. REKHA DEVI** wife of Sri Deo Chandra Kumar , resident of Turkaria Bazar , Danapur , P.S. and P.O. Danapur , District Patna,

---------- **FIFTH PARTY**

6. **SRI ABHAY KUMAR** son of Late Lala Giri , resident of Sati Chaura Danapur , P.S. Danapur , P.O. Digha , District Patna ,

---------- **SIXTH PARTY**

(which expression shall unless otherwise excluded by or repugnant or contrary to the context thereof be deemed to mean and include their heirs , executors administrators , legal representatives and assigns.

AND WHEREAS the above the parties aforesaid has decided to carry on business of contract works with Civil , Semi Government or Government contractor , Building construction either on purchased property or on the properties taken on Development Agreement , General order supplier , Transporting , contract works , Sell and Supply of all and every type of building materials and every necessary fittings , Real Estate , Architectural Drawing , Structural Drawing , Property Dealer etc. and any other business or businesses in the Partnership with one another under the name and style of **CHANAKYA REALITY** at Gola Road , Bailey Road , P.S. Danapur , District Patna , State of Bihar or any other place or places as the parties hereto mutually decide from time to time.

AND WHEREAS the aforesaid Parties have desired that in order to avoid difficulties and misunderstanding in future the terms and conditions on which they have agreed to work in partnership to be put down in writing.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREED AS FOLLOWS:-

1. That the Partnership commence from 1st day of February 2012.

2. That the business in Partnership has been and shall be carried on under the name and style as **CHANAKYA REALITY** at Gola Road , Bailey Road , P.S. Danapur , District Patna , State of Bihar or any other place and places as the parties hereto mutually decide from time to time.

3. That the business in partnership has been and shall be of contract works with Civil , Semi Government or Government contractor , Building construction either on purchased property or on the properties taken on Development Agreement , General order supplier , Transporting , contract works , Sell and Supply of all and every type of building materials and every necessary fittings , Real Estate , Architectural Drawing , Structural Drawing , Property Dealer etc. and any other business or businesses in the Partnership with on another. That the scope of the business may be extended or restricted by mutual consent of the partners.

4. The business in Partnership has been and shall be of **"PARTNERSHIP AT WILL".**

5. That the Partnership shall continue until the same shall be dissolved either by operation of any Law in force for the time being or by mutual consent of the Partners.

6. That upon the death during the continuance of the Partnership of any of the Partner , hereof the Partnership shall not be dissolved , so far as the surviving partners concerned and , that upon such death of any of the partners hereof the heirs and / or legal representatives of the said deceased partner shall step into the shoes of the deceased and shall be entitled to become a partner of this firm upon the same terms and conditions as would have been applicable to the said

deceased partner if he had died . Provided that if the heirs and or legal representatives of any deceased partner decline , or refuse and / or fail , within sixty days from the date of such death to become a partner of this firm as aforesaid the surviving partners shall be entitled to carry on and continue the firm as manager and / or under any constitution and / or reconstitution thereof as the surviving partners shall think best , but in such case the surviving partners shall pay to the heirs and / or legal representatives of the deceased partner the amount , if any , standing in the books of the firm to the credit of the deceased partner of the firm on the date of his death , after however the adjustment of his amount in the firm with the share in the assets and liabilities of the firm upto the date of his death. The surviving partners shall be further entitled to take a new partner or new partners whom so ever they may like , in such circumstances the original partership shall not be desolved and it shall remain as it is for ever.

7. That during the continuance of the Partnership no Partner shall retire or withdraw from this partnership except by giving three calendar month's previous notice in writing to the partner or thereafter of his intention to that effect and in that case the retiring partner shall be entitled to get amount of capital appearing in the books of Account of the firm , to his credit on the date of his such retirement and his share in the profits , if any , in the firm computed upon the date of his such retirement after however proper adjustment of his account in the firm with his share in the assets , properties , debts and liabilities

including liabilities for the pending management of the firm and the retiring partner shall pay forthwith if on such adjustment of account any amounts is found due from his to the firm. That on the retirement or withdrawal of the partner from this partnership the firm shall not be dissolved and the continuing partner shall be entitled to carry on and continue the business of the firm in co - partnership between themselves and / or taking a new partner or new partners in place of the retiring or withdrawing partner as the continuing partner shall think best.

8. That all expenses whatsoever which will be incurred by this firm in carrying on it's business shall be paid and / or borne out of the gross earning and / or assets of this firm and if the same be not sufficient to cover the expenses incurred and / or losses suffered the deficit shall be paid and / or born by the partners hereof in the proportion in which they are entitled to participate in the net profits of the firm.

9. That the capital of the firm shall not be fixed. The capital that may be required for this business shall be contributed by the partners in such quantity as may be agreed upon between the partners from time to time.

10. That the capital contributed by the partners of the aforesaid shall bear interest @ 12% per annum and the said amount of interest will be considered as business expenditure of the partnership firm. The above rate may be increased / decreased as per mutual agreement.

11. That the interest of in clause (10) above mentioned may be waived reduced , increased or otherwise varied , as may be , mutual settled between the partners from time to time.

12. That the Profits and Losses of the Partnership business shall be shared and borne by the Partners in the following proportion:-

Sl. No.	Partners	Profits	Losses
1.	Sri Manoj Kumar	20%	20%
2.	Sri Akhilesh Kumar	20%	20%
3.	Sri Mantu Kumar	15%	15%
4.	Sri Adarsh Kumar	15%	15%
5.	Smt. Rekha Devi	15%	15%
6.	Sri Abhay Kumar	15%	15%

13. The accounts of the partnership firm shall be taken annually at the end of every 31st. March.

14. **Remuneration to Partners**

(i) It is agreed by and between the parties hereto that Sri Mantu Kumar and Sri Adarsh Kumar (hereinafter referred to as **WORKING PARTNERS**) shall devote their time and attention in the conduct of the affairs of the firm , as the circumstances and business needs may require.

(ii) The total remuneration payable to the working partners shall be worked out as under.

In the case of loss or book profit upto Rs. 1,50,000/- for the Year	Upto Rs. 50,000/- or at the rate of 90% of the book profit whichever is higher.
On the amount of book profit exceeding to Rs. 2,50,000/- but not exceeding Rs. 3,00,000/- for the Year	60% of the excess over Rs. 75,000/-
On the book profit exceeding Rs. 3,00,000/- for the Year	40%of excess over Rs. 1,50,000/-

Explanation : For the purposes of this clause the expression "Book Profit" shall mean the "Book Profits" as defined in section 40 (b) of I.T. Act 1961 or any statuatory modification or re-enactment thereof for the time being in force.

15. That each partner shall be entitled to withdraw out of the business in partnership such sum for personal expenses as would be mutually agreed upon and that would be debited to his personal account and shall be accounted for at the time of division of profit or loss.

16. That a personal account in the name of each of the partners hereof shall be maintained in the ledger of the partnership business and all personal transactions by each individual partner with the firm shall be recorded therein.

17. That proper books of accounts shall be maintained wherein shall be recorded particulars of moneys , goods and effect belonging to and / or owned by the partnership and / or paid , received , sold or purchased in the course of the business of the firm and all such other transactions , matters and things relating to and / or concerning the said business as are usually entered in the books of accounts kept by traders engaged in a business of similar nature. The said book of accounts together with all other papers and documents (except such as are to be kept with the bankers) shall be kept in the office of the firm and shall be open to inspection by the partners hereof , none of the partners hereof shall have any right to exclusive possession or custody of the said books of accounts and documents but each of them shall be entitled to check them and take out copies of such Portions thereafter as he may deem fit and proper.

18. That the firm shall observe 31st. March of every year as it's year of account and on the last day of each and every 31st. March during the continuance of this partnership unless otherwise agreed upon under exceptional circumstances the accounts of the firm shall be closed.

19. That notwithstanding any think to the contrary that may be contained herein , the **TRADE NAME AND GOOD WILL** of this Partnership business shall absolutely and for all intents and purposes belongs to the continuing partners and that on retirement , withdrawal , and / or death of any party hereof he or his heirs and / or legal

representatives shall not have any right , title or claim whatsoever in the said **TRADE NAME AND GOOD WILL.**

20. That the management and control of the partnership business shall belong to , vest in and exercised by any two of the partners and any two partners shall be entitled to sign in the name of Firm all tenders offers , contracts, agreements , bills , bills of landing , memos , vouchers , letters , orders , receipts , securities , negotiable and / or mercantile instruments and / or all such other documents and / or papers which may or shall be required to be signed by or on behalf of the firm in the ordinary course of it's activities.

21. That each partner shall be just and faithful to the other partner and shall at all time give to them all informations and doubtfully explanations without any concealment or suppression of all matters within his knowledge relating to the affairs of the partnership and honestly and diligently for the firm thereby affording every assistance in his power in carrying on the business of the firm for almost mutual benefit.

22. That the firm as constituted hereunder shall be entitled to open any account or accounts with one or more Bank or Banks and all such Bank Account or Accounts shall be operated by Sri Manoj Kumar and Sri Mantu Kumar and Sri Adarsh Kumar or as decided by the partners.

23. That the Partners shall be entitled to borrow in the name of the Firm necessary Finance from any Financial Institutions and other including Banks in such terms and on such conditions as they may agree upon from time to time.

24. That all matters or differences and / or disputes and all questions whatsoever which may or shall either during the continuance of this partnership or at it's determination on arise between the partners hereof and if their heirs and / or representatives of a deceased partner in regard to any matters or things relating to partnership affairs or the constitution or application of any clause herein contained or to any account , valuations or divisions to be made hereunder or to any act , deed or commission or any partners , hereof or to the rights or liabilities of any person under the presents shall be referred arbitration according and subject to the provisions of the **INDIAN ARBITRATION ACT** (Act IX of 1940) or any other statutory modifications thereof for the time being in force.

25. That in all or any other matters not herein before otherwise expressively provided for the **INDIAN PARTNERSHIP ACT** (Act IX of 1932) or any other statutory modifications thereof in for the time being shall be applied.

26. That any of the above terms may be varied , altered , modified and /or added by mutual consent of the partners hereto be either expressed in writing or implied from conduct.

IN WITNESSES WHEREOF the aforesaid Partners to these presents have here unto set and subscribed their respective hands and seal the day , month and year first above written.

SIGNED , SEALED AND DELIVERED

AT DANAPUR ,

In Presence of Witnesses:-

WITNESSES	**SIGNATURE OF PARTNERS**
1.	1. Manoj Kumar 2.12.2012
2.	2. Abhishek kumar 02.02.2012
3.	3. [illegible] 2/2/2012
4.	4. Adarsh Kumar 02/02/2012
5.	5. Rekha Devi 2/2/012
6.	6. [illegible] 2-2-12

DRAFTED BY:-

Ujjal Kumar Singh
2/2/2012
Deed Writer Danapur Patna
Lic. No. [illegible]