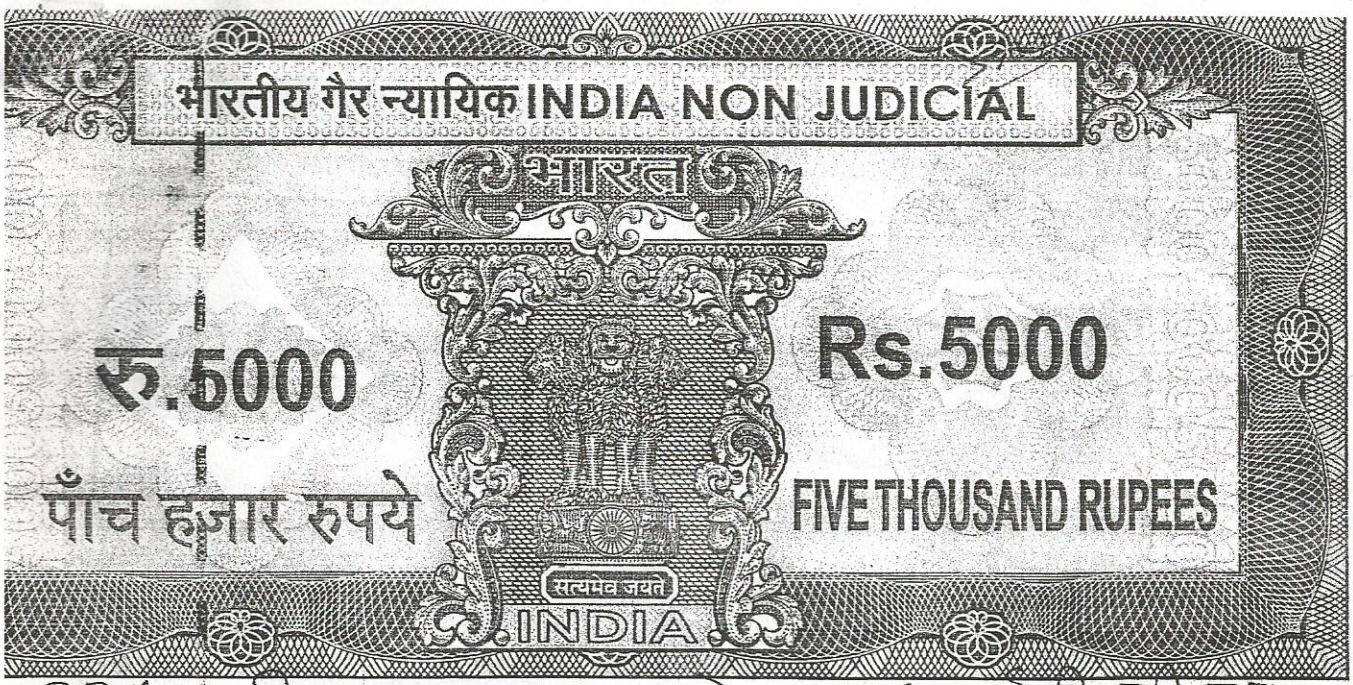

BIHAR

No. 5937

R 2012

Govt. of Bihar

District Registry Office ,Ara(Bhojpur)

Summary of Endorsement

locument was presented for registration on 10/05/2012 by Satyendra Kumar Sharma
mp Duty of Rs. 5100/- and other Fees of Rs. 545/- has been paid in it.
ocument was found admissible. The Names, Photographs, Fingerprints and Signatures of xecutants and their Identifier, who have admitted execution before me, are affixed on the se page.
ocument has been registered as Deed No. 487 in Book No. 4, Volume No. 6 on pages from o 527 and has been preserved in total 12 pages in C.D. No. 4 / Year 2012

Signature with Date
(Awadhesh Kumar Jha)
Registering Officer, Ara(Bhojpur)

10/05/2012 Token No. 5026 /2012

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 2nd.day of May 2012, between:

1. SATYENDRA KUMAR SHARMA, S/O SRI RAM PUJAN SHARMA, At V.K.S University Campus, Ara, Bhojpur,802301 .

AND

2. RAJESH KUMAR S/O Late SHYAM LAL SINGH, At Gorhana Road , Power Ganj , Ara, Bhojpur , PS: Nawada.

District Registry Office,Ara(Bhojpur)

ken Number 6026 | Reg. Year 2012 | Serial Number 5937 | Deed Number 487

esType	Name	Photo	Thumb	Index	Middle	Ring	Little
aimant	Rajesh Kumar						
g.	राजेश कुमार 10/5/12						
esented y	Satyendra Kumar Sharma						
ig.	सत्येन्द्र कुमार शर्मा 10/5/12						
xecutant	Satyendra Kumar Sharma						
ig.	सत्येन्द्र कुमार शर्मा 10/5/12						
dentified By	Vijay Kumar Bharti विजय कुमार भारती						
ig.	10/5/12						

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सत्येन्द्र कुमार शर्मा
10/5/12

Which expression shall include the heirs, executors, administrators and the representatives of the respective parties.

WHEREAS the said parties have agreed to enter into a partnership for carrying on business in Land dealing, Land development, Building construction, Government and Private Contract Work including Consultancy and related materials dealing and other related work and to become partners in the said business.

AND WHEREAS with a view to defining the rights, relations and obligations of the parties inter se and to avoid and dispute in future, the parties have considered it expedient and necessary to execute a deed of a partnership on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES as under:

That the partnership business shall be that of Land dealing, Land development, Building construction, Government and Private Contract Work including Consultancy and related materials dealing and other related work. The parties may deal in any other commodity as they decide from time to time.

1. That the partnership business shall be carried on in name and style of "M/S R. P. S BUILDERS" or any other name or names as the partners may mutually agree from time to time.
2. That the principal place of business shall be in Ara at V.K.S University Campus Ara, Bhojpur 802301. And the Partners' can change the place as per their convenience.
3. That the partnership shall be at will.
4. That the initial capital of the firm shall be subscribed by the parties hereto the extent they mutually decide among themselves. The capital may be increased at the time of need and the parties may subscribe such further amount towards the capital as is decided by them mutually with the consent of each other. Interest at the rate of 12% per annum or as per the Income Tax act will be paid on the amount of capital contributed by each partner.
5. That all the working partners will also be entitled to salary commission/bonus @ Rs.12,000 per month per working partners.
6. That profits and losses of the partnership business shall be distributed among the partners as follows:

Name	Share in Profit / Loss
(i) SATYENDRA KUMAR SHARMA	– 65%
(iii) RAJESH KUMAR	-- 35%

R.P.S. Builders, Ara

Partner

7. That usual books of accounts of the said partnership shall be regularly maintained and kept as in like business at the office of the partnership. Each parties shall have at all material times be entitled to have free access there to and to read inspect and take copy of the same.

8. That entrance of any new partner should be decided with the consent of both the partners jointly.

9. That the expulsion of any partner should be made by majority of partners, and should be made only in case unlawful activity by the said outgoing partner.

10. That all the partners above named will be the working partners within the meaning of the Income tax Act and responsible to look after the affairs of the business of the firm honestly and diligently. Each such partner will be paid a monthly salary of Rs. 12000, which will be revised from time to time in the interests of the partnership.

11. That proper and regular account of partnership business shall be maintained in the regular course of business and such books of account shall be kept at the principal place of business. Each party hereto shall have right to inspect such books and to have extracts from such books of account of the partnership firm.

12. That the accounts of the partnership firm shall be closed for the first time on 31/03/2013 and thereafter on every 31st day of March when trading account shall be prepared, balance-sheets and profits and loss account shall be drawn up and the profit or losses as the case may be shall be distributed among the parties.

13. That the parties hereto shall open bank account in a nationalized bank, Private Bank , Co-operative Bank or any other Bank only if they decide so, and such accounts shall be operated by SATYENDRA KUMAR SHARMA alone or by the way, the partners may decide from time to time.

14. That nothing herein contained shall preclude any of the parties to carry on any separate business.

15. That on death of any of the parties hereto the partnership shall remain in operation and the legal heir, representative or nominee of deceased party shall be taken in his place as a partner of the firm.

16. That in the event of any dispute the matter shall be referred to a sole arbitrator or arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the decision of the arbitrator or arbitrators as the case may be in shape of his or their award, shall be binding on the parties hereto.

R.P.S. Builders
Partner

17. That any one party hereto can authorize any person to represent the firm in any proceedings concerning the affairs of the partnership firm.

18. That for all other materials not specifically mentioned in this partnership deed the provisions of the Indian Partnership Act shall apply.

19. That parties hereto are authorized to take loans/borrowings from Bank, private parties, financial institution etc, on behalf of the firm and all parties shall jointly and severally be responsible for payment or repayment of the same as authorized to raise on behalf of the firm.

20. That any partner or partners may retire after giving one months notice of his intention to do so in writing to the other parties and settlement should be made within six month from the retirement.

21. That any partners may draw any amount from the firm out of profit and capital with the prior consent of the other partners.

22. That for the matters not provided in above the provisions of the Indian Partnership Act, 1932 as amended from time to time shall apply.

IN WITNESSES WHEREOF the parties above mentioned have signed this deed today the 2nd Day of May 2012, here at Ara.

Witnesses:

1. जो० - विजय कुमार भारती
पिता - बहुला भारती
शिवपुरी कालोनी
कतीरा आरा
10/5/12

Signature of the partners

सत्येन्द्र कुमार शर्मा
दिनांक 10/5/12

10/05/12

R.P.S. Builders
Partner

Endorsement of Certificate of Admissibility

...ble under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the ... 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. 5100/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 645/-

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	0	I	0	K1c	0	Mb	0
A10	0	E	250	J1	0	K2	0	Na	45
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	295

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 545

LLR + Proc Fee		Service Charge
LLR	0	250
Proc.Fee	0	
Total	0	

Registering Officer
Ara
(Bhojpur)

Date: 10/05/2012

Endorsement under section 52

Presented for registration at Registration Office, Bhojpur (Arra) on Thursday, 10th May 2012 by Satyendra Kumar Sharma of Ram Pujan Sharma by profession Agriculture. Status - Executant

सत्येन्द्र कुमार शर्मा
Signature/L.T.I. of Presentant 10/5/12 Date:10/05/12

Registering Officer
Bhojpur (Arra)

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Vijay Kumar Bharti' age '38' Sex 'M', 'Sri Bhahula Bharati', resident of 'shivpuri colony, ara nawada, bhojpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Ara(Bhojpur)

Date 10/05/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhojpur (Arra) in Book 4 Volume No. 6 on pages on 516 -527 , for the year 2012 and stored in CD volume No. CD-4 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Ara(Bhojpur)

Date : 10/05/2012

Token No. : 6026 Year : 2012 S.No. : 5937 SCORE Ver.3.0 Deed No . : 487

R.P.S. Builders
Partner