Serial No. - 5172

Book No.- 4 / Deed No. - 970



बिहार BIHAR

Summary of Endorsement

This document was presented for registration on this Tuesday, the 21st of February 2012 by Ataur

A stamp duty of Rs. 5000/- and other fees of Rs. 579/- has been paid in it.

The document was found admissible. The names, photographs and 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. 970 in Book No. 4 , Volume No. 14 on pages from 101 to 111 and has been preserved in total 11 pages in C.D. No. 3 / Year 2012 .

SCANNED

Date : 21/02/2012 Token No. : 4768 / 2012

Signature with date
(Ashok Kumar Thakur
Registering Officer - Patna

Challan No. 388 Dated 15-02-2012

DEED OF PARTNERSHIP

This Deed of Partnership made on this 16th day of February 2012, at Patna.

Serial No : 5172
Token No : 4768

Deed No : 970
of 2012

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
In Favour of	Md. Chand						
	Signature of Party						
In Favour of	Md. Abid Seral						
	Signature of Party						
Presented by Self	Ataur Rahman						
	Signature of Party						
Executed by	Ataur Rahman						
	Signature of Party						
Identifier	Athar Nazir						
	Signature of Party						

21-02-2012

BETWEEN

1. **Mr. Ataur Rahman** son of Dil Mohammad resident of Flat No. C-1/104 Farhan Enclave Samanpura P.O. B,V. College P.S Shastri Nagar District Panta, by Nationality–Indian, hereinafter called the FIRST PARTNER.

AND

2. **Md. Chand** son of Late Hebibul Rahman, resident of "Rahman Manzil" Bhawar Pokhar P.O Bankipore, P.S Pirbahore, District Patna, by Nationality–Indian, hereinafter called the SECOND PARTNER.

3. **Md Abid Seraj** son of Md. Serajuddin resident of Raja Bazar Samanpura, P.O. B.V College, P.S Shastri Nagar, District Patna, by Nationality–Indian, hereinafter called the THIRD PARTNER.

WHEREAS, the said partners are desirous of forming an association for carrying on the business of consulting engineers, Architects, town planners, valuers, interior designers, land developers and builders, commission agent and land agent and arrange of land for construction of the Building and other businesses etc, and finding each other competent and suitable, and had agreed to join hands by becoming partners in the business run under the name and style of **"A-ONE BUILDERS & DEVELOPERS"** a partnership firm since 01-02-2012.

WHEREAS, accordingly the parties hereto have agreed to carry on business in partnership with each other, and where as it is now considered expedient and desirable to record the terms and conditions mutually settled and agreed upon among the parties.

NOW THIS DEED OF PARTNERSHIP WITNESSES AS UNDER:-

1. That the parties hereto have commenced business in partnership with each other on and from 01-02-2012.

2. That the business of the partnership shall be carried on in the name and style of **"A-ONE BUILDERS & DEVELOPERS"**.

Md. Abid Seraj 16/2/12

3. That the business of the partnership shall be to carry on the business of consulting engineers, Architects, town planners, valuers, interior designers, land developers and builders, commission agent and other businesses etc. as per requirement the partnership may also get into such other business as may be mutually agreed upon by the partners from time to time.

4. That the Registered Office of the firm shall be at A-One Apartment Samanpura Patna, P.S. Shastri Nagar, District Patna.

5. That the partnership business will ordinarily be carried out at Patna or any other places even out side Bihar as the partners shall, from time to time, agree upon with each others consent in writing.

6. That this partnership is between (1) **Mr. Ataur Rahman, (2) Md. Chand (3) Md. Abid Seraj** are co-partners at Ratio of Partner No. 1 Mr. Ataur Rahman 50% Share stake, Partner No. 2. Md Chand 25% Share Stake, Partner No. 3 Md Abid Seraj 25% Share Stake, to each share stake for each of them with the aforesaid stake ratio responsibilities, funds, expenditure, Gain or loss, as per ratio rights in all assets and duties whatsoever will be from time of execution of this deed to the future to come that for financial transaction all of them will open joint account in any of the Nationalized Bank, Schedule Bank/Co-Operative Bank, etc., under their Two Partner's joint signature namely 1.Mr. Ataur Rahman, & 2. Md. Chand, which will be operated jointly with signatures of Two Partner's.

7. That the partners shall keep or cause to be kept books of accounts at the place of business for the time being of partnership firm with respect to:-

1. All sum of money received and expended by the firm and the matters in respect of which the receipt and expenditure takes place, along with the suitable documentary evidence.
2. All jobs under taken by the firm.
3. All contracts entered into by the firm.

Mohd. Abid Seraj
16/2/12

16/2/12

4. All vouchers, letters and correspondences belonging to or pertaining to the business.

5. Capital and drawing accounts of the partners.

6. Loan accounts of the partners.

7. Record of proceeding of meetings.

8. That the initial capital of the partnership shall be contributed jointly by the partners, initially the account may be opened by Two the partners in the joint signature and operation of Two the partners.

9. That the records of the partnership whether current or otherwise shall be opened to inspection by all the partners who shall also be entitled to take copy of the same.

10. That the bankers of the partnership will be the any bank as may be decided by the partners after taking a resolution.

11. That all partnership Money, Cash, Cheque and securities except those required for current expenses and as jointly agreed upon, shall be paid into and deposited with the said bank within five working days of the bank after their receipt.

12. That the money will be withdrawn from the bank with the joint signatures of any Two partners through Cheque, before drawing the amount from the bank the amount will be entered in a register kept for that purpose.

13. That the account and valuation of the effects, credits and liabilities of the partnership shall be taken immediately at the end of each financial years after mutual examination of the balance sheet, as credited by the auditor, required copies shall be made and signed by all the partners in token of their acceptance as final and binding. Each partner shall retain one signed copy of the balance sheet.

Mohd. Abid Suroj
16/2/12

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14. That the profit and losses shall be divided & shared among all the partners as per mentioned ratio not exceeding fifteen days of the settlement of the annual account of the business.

15. That the partners shall be entitled to withdraw money from the bank for their personal use from time to time and the amount so required by any partner shall be decided by written consent of all the partners before withdrawal from the bank, such amount shall be subject to adjustment in profits of the individual partner on the closure of the annual general account of each financial year, if on taking general account in any year, it appears that any partners has drawn more than his share of profits for that year he shall return the excess at once within a specified period.

16. That the partners shall carry on the business of the firm to the greatest common advantage shall be true and just to each other and shall render true accounts and full information of all transaction and dealing concerning the business of the partnership. The partners shall meet together at least once in a month and will discuss the matter and affairs relating to the business of the firm.

17. That all matters for which no provision is made in this Deed shall be decided among the partners by holding a Special meeting and the proceedings be recorded and duly Signed by the partners in a book maintained for this purpose.

18. That all the partners shall be entitled to receive salary, Commission, bonus, remuneration etc. From the Partnership firm for their contribution towards guiding and or managing of the business and such remuneration shall be treated as business expenses.

Mohd. Abid Saeed
16/2/12

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19. That the partners may distribute the work of the Management among themselves in any way they like.

20. That the firm may engage any technical or non technical Hand including architects, engineers, valuers, auditors, and staff as and when necessary under such terms and conditions and for such period as may be agreed upon or determined by the partners from time to time.

21. That no partner shall do the following work without the Written consent of the other partner:-

a). Compound or compromise or relinquish any debt or Claim of the firm.

b). Lend any money of the firm.

c). Institute or withdraw a suit or proceeding filed on behalf of the firm.

d). Enter into other partnership on behalf of the firm.

e). Open an account in his own name in any bank on behalf of the firm.

f). Engage, appoint or discharge any employee or staff of the firm.

g). Made or enter into any other partnership business on behalf of the firm.

22. That any partner shall have the option to retire from the Partnership business by giving two months prior written Notice to the surviving partner after fulfilling and Discharging all the liabilities and responsibilities of the Partnership and its shares and financial debt or claims.

The partnership business will not be dissolved in the event of the death of any partner the surviving partner may carry on the business with the legal heir of the deceased partner with the written consent and agreement.

The estate of the deceased partner is not liable for any act of the firm done after their retirement or death.

Mohd. Abid Sevak
16/2/12

16/2/12.

23. That on retirement or death of a partner, final account of the partnership business shall be taken immediately, at Such circumstances and their share will be assessed and will be paid to him or their legal heirs within three months of his death or retirement.

24. That all the above said partners jointly by prior Mutual and written concern among themselves may Jointly under take or start any other type of new business In addition to the existing one and may under take or over take the unfinished or incomplete work or project of other firm by mutual agreement and memorandum of Understanding keeping in mind that their own existing Project or work do not suffer in any way.

25. That party of the first part hereby also in powered to appoint to finance assistance partner to invest capitol in new project or any incomplete project for the betterment of the partnership firm and as such the party of second part and party of third part have no any objection for appointing new partner in the project and all partners will take a resolution for the same and all partners will sign on finance assistance agreement with new partners who will be one of the share holder of 25% share stake Only in capitol , profit & loss if any.

26. That any dispute or differences of opinion which may arise relating to the management and conduct of the day to day business of the partnership, unanimous decision of the partners shall be preferable.

27. That if any dispute and differences are not decided by the partners mutually then the matter will be referred to an Arbitrator or arbitrators and their decision will be binding upon all the partners.

28. That the partnership shall be a partnership at will.

29. That the partnership business may be dissolved with the Consent of all the partners.

30. That on dissolution of the partnership firm all its assets and liabilities will be ascertained and the account will be settled as soon as possible and convenient in the following manner:-

Mohd. Abid Siraj
16/2/12

16/2/12

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i). Losses including deficiencies of the capital shall be Paid first out of profit, next out of capital and Lastly by the partners individually in equal proportion.

ii). The assets shall be applied in the following manner and order: -

a). In paying of the debts of the firm to the third Party.

b). The residue if any shall be divided equally among all the partners.

31. That all other matters relating to the partnership not here in before contained in or provided for in this deed of Partnership and the relationship between the parties as Partners and their rights and obligations will be governed by the provisions of the Indian partnership Act 1932 as amended from time to time.

32. That in general all the affairs pertaining to the firm which have not been contained any where in this deed, will be priority discussed among the partners and agreed upon before taking up into action.

33. That this deed of business partnership is between only to executing partners further no other person other than these three will be included in the partnership of business and non of these Three partners will execute partnership deed or do any business with any other person until and unless this partnership business deed is broken and declared ineffective and ceased in written.

34. That in case of final agreed written closure of the business no partner shall have any claim or right to use the premises and name & style of the firm, which will be also deemed finally close and non-operational.

35. That all disputes and cases pertaining to this partnership deed and firm shall fall within the jurisdiction of the Court located in Patna only.

Mohd. Hamid Saraj
16/2/12

16/2/12

16/2/12

IN WITNESS WHEREOF the parties here to have set and subscribed their respective hands and signature to this agreement of partnership on this the 16th day of February 2012, here in written in the presence of the witnesses.

1. (Ataur Rahman) 16/2/12

2. (Md. Chand) 16/2/12.

3. (Md Abid Seraj) 16/2/12

SIGNATURE OF THE PARTNERS

WITNESSES

As per instruction of the Parties I have drafted the Documents in 09 Pages.

(ANWAR ALAM) 16/2/12
Advocate, Patna

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly stamped (or exempted from or does not require stamp duty) under the Indian 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. 5000 *Amt. paid by N.J. Stamp Paper -* Rs. 5000
Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 579

FEE PAID	Registration Fee						LLR + Process Fee		Service Charge
A1	0	C	0	H1b	0	Ka1	0 Lii	0	LLR 0	
A8	0	D	0	H2	0	K1b	0 Liii	0	Proc. Fee 0	275
A9	0	DD	0	I	0	K1c	0 Mb	0	Total- 0	
A10	0	E	250	J1	0	K2	0 Na	54		
B	0	H1a	0	J2	0	Li	0			
							TOTAL-	304		

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 579

Date : 21/02/2012

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 21st February 2012 by Ataur Rahman S/O-Dil Mohammad by profession Others. Status - Executant

Signature / L.T.I. of Presentant *Date :* 21/02/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Athar Nazir age .... Sex M son/daughter of S/O-Late Abdul Aziz resident of Phulwari Sharif,Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 21/02/2012

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 4 Volume No. 14 on page no. 101 - 111 for the year 2012 and stored in CD Volume No.CD-3 year 2012. The document no. is printed on the front Page of the document.

Date : 21/02/2012

Registering Officer
Patna

Token No. 4768 Year - 2012 Sl.No. 5172 SCORE Ver. 2.1 Deed No. 970 NIC-Bihar