

Token No. 5177/10

बिहार BIHAR

F 127038

बही संख्या 440 ता॰ 16/4/10 मूल्य 10001 शीट संख्या 1

बिहार सरकार निबंधन विभाग, बिहार सरकार निबंधन विभाग, बिहार सरकार निबंधन विभाग,

Serial No : 5091
Token No : 5177

Deed No : 817 of 2010

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Lit
Presented by Self	Gyanendra Kumar						
Executed by	Gyanendra Kumar						
Executed by	Amrendra Kumar						
Executed by	Shyamendra Kumar						
Identifier	Subodh Kumar						

ज्ञानेन्द्र कुमार
22.4.2010
Signature of Party

Signature of Party

अमरेन्द्र कुमार
22.4.10
Signature of Party

श्यामेन्द्र कुमार
22.4.10
Signature of Party

सुबोध कुमार
22/4/2010
Signature of Party

1000/-

अंदर मो0---------- शब्दों में (रू0----------) मात्र
चतुर्थ प्रति
(जमाकर्त्ता हेतु)

(4)

बिहार सरकार
निबंधन विभाग गैर मानक

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--SRI- GYANENDRA KUMAR S/o Late Suchint
(जिसकी ओर से जमा किया जा रहा है)--Jalalpur P.S. Rupaspur Patna-Prasad
2. दस्तावेज का प्रकार------PARTNERSHIP DEED
3. निबंधन कार्यालय----------DANAPUR.
4. बैंक का नाम एवं शाखा----------S. B. I - Danapur
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 लगाना उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई -75 49 सकल प्राप्तियाँ विपत्र कोड -R0030021030001, A/c No.-10963226587	4000	4000
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 विपत्र कोड - R0030031040001, A/c No.-10963226576	250 45	295
भूस्वामी शुल्क-मुख्य शीर्ष -0029- भू राजस्व लघु शीर्ष -800- अन्य प्राप्तियाँ-उप शीर्ष -0006- अन्य मदें - प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड- R0029008000006, A/c No.-10963226598		

Token No. 5777/10
Sig.

भुगतान का माध्यम : नगद/ चेक/ ड्राफ्ट कुल योग 4295
कुल राशि शब्दों में - Four thusand two hundered Ninty five only
स्थान---Danapur.
तारीख---22/4/10
* चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।
* चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी

जमाकर्त्ता का नाम
एवं हस्ताक्षर

FOR USE OF THE BANK

स्क्रॉल 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

एस्को लेखा सं0 : A/c No. 30978446198
जमा करने की तिथि : 22/4/10
बैंक स्क्रॉल सं0: ----------
* (दस्तावेज के पृष्ठ की संख्या +2)X रू0 25/-

350
4295
4645

M/s Laliteshwar Builders
PARTNER

बैंक की प्राप्ति एवं मुहर
22 APR 2010

SBI, DANAPUR BR.(01254)
OM PRAKASH
ID No. 3781615
INITIAL
CHECKED

1. **SRI GYANENDRA KUMAR** son of Late Suchinta Prasad , **FIRST PARTY**

2. **SRI AMRENDRA KUMAR**son of Late Suchinta Prasad , **SECOND PARTY**

3. **SRI SHYAMENDRA KUMAR** son of Late Suchinta Prasad , **THIRD PARTY**

by ~~faith Hindu~~ , all are residing at village Jalalpur , P.S. Rupaspur , P.O. Sahay Nagar (Dhanaut) , District Patna ,

(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 ~~building construction like~~ Multistoryed residential cum commercial complex on the lands either purchased or under Development Agreement , contract works with Civil , Semi Government or Government contractor , General order supplier , Transporting , contract works , Sell and Supply of all and every type of building materials and every necessary fittings etc. and ~~any other business or businesses~~ in the Partnership with one another under the name and style of **M/S LALITESHWAR BUILDERS** at Jalalpur , P.S. Rupaspur , District Patna , State of Bihar or any other place or places as the parties hereto mutually decide from time to time.

M/s Laliteshwar Builders

PARTNER

AND WHEREAS the aforesaid Parties of the First and Second and Third have further 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 Ist day of April 2010.

2. That the business in Partnership has been and shall be carried on under the name and style as **M/S LALITESHWAR BUILDERS** at Jalalpur , P.S. Rupaspur , P.O. Sahay Nagar , 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 construction of residential cum commercial multistoryed compex contract works with Civil , Semi Government or Government Contractor , General order supplier , Transporting , contract works 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".**

M/s Laliteshwar Builders

PARTNER

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 and in such event the surviving partners shall be further entitled to take a new partner or new partners whom so ever they , the surviving partner /s may like.

M/s Laliteshwar Builders

PARTNER

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.

22.4.2010

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.

M/s Laliteshwar Builders

PARTNER

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.

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 partners are working partners of the firm and they shall be entitled to get salary of Rs. 3,000/- Rupees Three Thousand only per month and the said amount of salary will be considered as business expenditure of the partnership firm.

13. That the salary as per clause (12) above may be waived , reduced increased or otherwise varied as may be mutually settled between the partners from time to time.

14. That the profit or losses of the business shall be divided between the partners in equal proportions.

M/s Laliteshwar Builders

PARTNER

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.

22.4.2010

M/s Laliteshwar Builders

PARTNER

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 **Sri Gyanendra Kumar** the First Party and **Sri Shyamendra Kumar**, the Second Party the partner hereof as to suit the occasion and for that purpose **Sri Gyanendra Kumar and Sri Shyamendra Kumar** shall be entitled to sign in the name of Firm all tenders, offers, contracts, agreements, agreement for sale, Sale deeds in the name of the purchasers, 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.

M/s Laliteshwar Builders

PARTNER

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 the First and Third Party either jointly or individually.

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

M/s Laliteshwar Builders

PARTNER

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.

M/s Laliteshwar Builders

PARTNER

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

1. रजनी कान्त सिंह
पिता स्व दीनदयाल सिंह
रनकुनपुरा (नपसपुर
पटना-14
22/04/10

2. सुबोध कुमार
पिता- श्री कृष्णा सिंह
ग्राम- बाबुपुर
पो०- सदीसोपुर
थाना- नौबतपुर
जिला पटना
22/4/2010

SIGNATURE OF PARTNERS

1. जगेन्द्र कुमार
22.4.2010

2. अमरेन्द्र कुमार
22.4.2010

3. श्यामेन्द्र कुमार
22.4.10

M/s Laliteshwar Builders
जगेन्द्र कुमार
PARTNER

DRAFTED BY:-

Ramindra Kumar
Alamalgunj
Danapur
Patna.
L. No 256/2

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 : 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

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

(Paid Rs. 1000/- *by N.J. Stamp Paper and* Rs. 4645/- *through Bank Challan.)*

FEE PAID												
	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
	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	Scan	350		

Total Fee 645

Registering Officer
Danapur

Date : 22/04/2010

Endorsement under section 52

Presented for registration at 02:36 PM *on Thursday,* 22nd *April* 2010 *at the Sub Registry Office, Danapur by* Gyanendra Kumar *(Executant)* Late Sachhita Prasad

by profession Others.

22.4.2010
Signature of Presentant

Date : 22/04/2010

Registering Officer
Danapur

SCORE Ver.- 2
राष्ट्रीय सूचना विज्ञान केन्द्र, बिहार

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 Subodh Kumar age .... Sex M son/daughter of Krishna Singh resident of Babupur, Naubatpur, Patna.

Registering Officer
Danapur

Date : 22/04/2010

Endorsement of Certificate of Registration under section 60

Registered in Book 4 of DSRO/ SRO Danapur having 13 pages, in the volume CD-2 and document no. of which is printed on the First Page of the document.

Registering Officer
Danapur

Date : 22/04/2010

Token No.5177 Year - 2010 Sl.No. 5091 SCORE Ver. 2.0 Deed No. 817 NIC-Bihar

M/s Laliteshwar Builders

PARTNER

SCANNED

By____ Checked By____