भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

441 A 176340

-9 AUG 2006

कोषागार पदाधिकारी

भागलपुर बिहार सरकार

जिला निबंधन कार्यालय, भागलपुर

दिनांक 28/08/2006 को श्री/श्रीमती Sajjan Kumar Roy द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 5000/- मुद्रांक शुल्क एवं रु० 5330/- निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है । इसे दस्तावेज सं० 270 के रूप में पुस्तक सं० 4 की जिल्द सं० CD 15 में आज निबंधित एवं कुल 11 पृष्ठों में संधारित किया गया ।

ह०

(Ayaz Ahmad Khan)

निबंधन पदाधिकारी

Date : 28/08/2006

SCANNED

DEED OF PARTNER SHIP

THIS DEED OF PARTNERSHIP is made on this the 28th day of August in the year Two Thousand Six.

BETWEEN

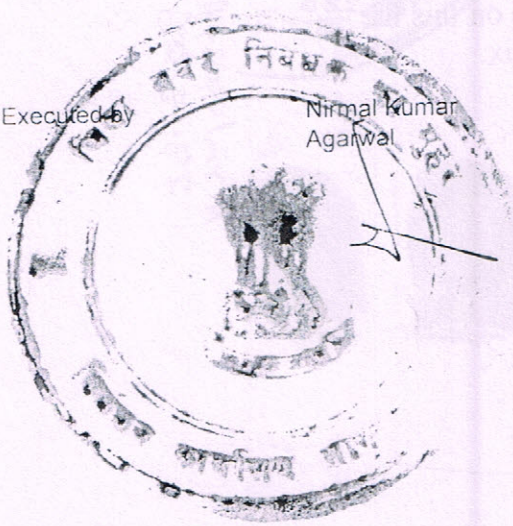
Sajjan Kumar Roy.
28.8.06.

451



Book Deed No : 270
Token No : 6845
Reg Year : 2006

Prestype	Pres. Code	Name with Signature	Photo	Thumb	Index	Middle	Ring	Little
Presented by	Self	Sajjan Kumar Roy		Sajjan Kumar Roy 28/8/06.			241 57/06	
Executed by		Sajjan Kumar Roy		Sajjan Kumar Roy 28/8/06.				
Executed by		Samrindra Nath Jha		Samrindra Nath Jha 28-8-06.			242 57/06	
Executed by		Gone Lal Mandal		28/8/06.			243 57/06	
Executed by		Deewakar Pd. Verma		Deewakar Pd. Verma 28-8-06			244 57/06	
Executed by		Nirmal Kumar Agarwal		Nirmal Kumar Agarwal 28.8.06			245 57/06	



(1) SRI SAJJAN KUMAR ROY, son of Late Bishwanath Roy, by faith Hindu by occupation business at present of P.S. Sabour P.O. Sabour in the district of Bhagalpur—813210 herein-after referred to as party of the FIRST PART.

(2) SRI SAMRINDRA NATH JHA, son of Late Shambhu Nath Jha, by faith Hindu by occupation business at present of P.S. Sabour P.O. Sabour in the district of Bhagalpur—813210 herein-after referred to as party of the SECOND PART

(3) SRI GONE LAL MANDAL, son of Sri Doman Mandal, by faith Hindu by occupation business at present of P.S. Sabour P.O. Sabour in the district of Bhagalpur—813210 herein-after referred to as party of the THIRD PART.

(4) SRI DIVAKAR PRASAD VERMA, son of Sri Baldeo prasad , by faith Hindu by occupation business at present of P.S. Sabour P.O. Sabour in the district of Bhagalpur—813210 herein-after referred to as party of the FOURTH PART.

(5) SRI NIRMAL KUMAR AGRAWAL, son of Sri Balkrishna Agrawal , by faith Hindu by occupation business at present of P.S. Sabour P.O. Sabour in the district of Bhagalpur—813210 herein-after referred to as party of the FIFTH PART.

WHEREAS the parties hereto of the First, Second, Third, Fourth and Fifth part above decided to enter into an agreement to form and constitute a partnership firm.

(2)



452

Book Deed No : 270
Token No : 6845
Reg Year : 2006

Prestype	Pres. Code	Name with Signature	Photo	Thumb	Index	Middle	Ring	Little
	Identifier	Ranjeet Kr						

28.8.06

246
57/06

AND WHEREAS the parties deem it proper to reduce all the terms and conditions on which they have agreed to work in partnership in writing by means of Deed of partnership.

NOW THIS INDENTURE WITNESSTH and the parties hereto hereby agree as follows:-

1- FIRM NAME

The business of the new partnership shall be carried on under the trade name and style of "M/S PREMNAGAR CONSTRUCTIONS". The name of the business may be changed with the consent of the partners from time to time.

2. **EFFECTIVE DATE**

That the new partnership shall be deemed to have COMMENCED on and from the 1st day of July,2003.

3. BUSINESS PREMISES

The head office of business shall be at Sabour, Bhagalpur-813210.The place of business may be changed and new office or offices may be opened as the partners may decide from time to time.

4. **BUSINESS**

That the business activities of the firm for doing multiple business like property dealings, land developing, building construction and other business or businesses of like mature. (3)

THE PARTNERS shall have the option to embark upon any new line of business and open and close offices and all the terms and conditions of the partnership shall apply from time to time.

5. **TERM**

That the partnership shall be at WILL and will continue so long as the partners may desire.

6. **CAPITAL**

That all the partners shall provide such capital , as they shall consider necessary for conducting the partnership business irrespective of their profit sharing ratio. A partner may also withdraw any amount from his capital account with the consent of the other partner from time to time.

7. INTEREST OF CAPITAL

Interest at the rate of 12% per annum or such other rate as may be mutually agreed upon subject to the limit prescribed under sec.40(b) of the Income tax Act. 1961 from time to time shall be paid./ credited yearly at the close of the relevant accounting year to each partner on his capital for the time being standing to his credit. Interest rate may be increased or decreased or waived from time to time by the mutual consent of the partners.



8.BORROWINGS

The partnership firm may also borrow moneys / fund for the business on such terms and conditions as may be agreed to by the partners. No partner shall have the right to borrow any money in the name of the firm for his personal use and in case nay such loan is taken by any of the partner and utilized for his personal benefit, the firm shall in no way be held liable for the payment thereof.

9. MANAGEMENT

The all the partners of appointed person or persons shall control and Management of the partnership business with the consent of all the partners mutually.

10. BANK

The Bankers of the partnership firm shall be such Bank or Banks as the partners may agree from time to time and such Banking account or accounts on behalf of the partnership firm shall be operated by the partners severally or jointly in such manner or through such persons as may be agreed upon by the partners from time to time.

11. ACCOUNTS

Proper books of account of the partnership shall be kept at the principal place of business of the firm. Particulars of all transactions and matters and things relating to the partnership shall not be removed from the Principal office of the firm without the consent of all the partners, Each partner shall have full access to the books of account and documents at all reasonable time and shall



be at liberty to check them and to take such extracts there from as may be deem fit and necessary.

12. EXPENSES OUTGOING

All expenses and outgoing whatsoever in respect of the said partnership business shall be paid and borne out of the gross earnings and assets of the partnership firm. At any time if that were insufficient to meet the expenses incurred or losses suffered, the same will be paid and/or borne by the partners in proportion to their respective share of profit or loss in the partnership.

13. FACILITIES PROVIDED BY OR THROUGH A PARTNER

If any of the partners arrange for space, telephone, electricity or other facilities for use of the partnership business, the said partner shall be reimbursed by the partnership firm such amount as may be agreed upon between the partners from time to time.

14. ACCOUNTING YEAR

The accounting year of the Partnership Firm shall be from 1st day of April , to 31st day of March. On close of the accounting year, the Balance sheet and Profit & Loss account shall be drawn up and any profit or loss so arrived shall be shared between the partners in the ratio mentioned in clause 16 hereto.

15. PROFIT SHARING RATIO

The Annual net profit or loss of the firm after provisions for interest variable allowance and income tax shall be apportioned between the partners hereto in the following ratio :-

a. Sajjan Kumar Roy.....20% (Twenty Percent)

b.Samrindra Nath Jha.....20% (Twenty Percent)

c. Sri Gone Lal Mandal.....20% (Twenty Percent)

d. Sri Divakar Prasad Verma.....20% (Twenty Percent)

e. Sri Nirmal Kumar Agarwal .....20% (Twenty Percent)

16. MUTUAL FAITHFULNESS

That each of the partners shall carry on the business of the Firm to the greatest common advantage, by Just and faithful to the other partner and shall render true accounts and full information of all things effecting the firm and other partner.

17. RETIREMENT OF PARTNERS IN FUTURE

Any of the partners may retire from the partnership business after giving one- month prior notice to the other partner. On retirement of the partner an account shall be drawn up and any amount standing to the credit of his account other will be paid up or shall be transferred to his loan account and will bear interest as may be agreed upon . The retiring partner shall been entitled to proportionate profit up to the period of his retirement.

18. ADMISSION OF NEW PARTNER

New person or persons may be admitted to the partnership of the partnership firm by mutual consent of all the partners on such terms and conditions as may be agreed to by the parties concerned,. in case of death of any partner, the business shall not dissolve but shall legal representative or heir of the deceased partner on the same terms and conditions unless otherwise agreed .

19. OTHER MATTERS NOT SPECIFICALLY STATED

Indian Partnership act 1932 or any other Similar law shall govern all other matters relating to the partnership not specifically provided for the time being in force, any of the above terms and conditions may be varied by mutual consent of the partners . Such consent can be expressed in writing or implied by conduct.

20. Any dispute or difference arising by and between the parties to this agreement or between the members of the partnership as it may be constituted at any particular time pursuant of the provisions contained hereinbefore , arising out of or under or in respect of this agreement and in the relating of partnership whether arising arbitration as provided in the Arbitration Act, or any statutory enactment or modification thereof for the time being in force.

21. RIGHT TO MODIFY RELATION

That all or any of the terms and conditions of this deed may be MODIFIED, ALTERRED OR VERIED BY ANY NEW TERMS AND CONDITIONS as may be

added to the mutual consent of the parties hereto, to the expressed either in writing or implied from conduct.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written and have put their impressions of all five fingers of left hand in my presence.

Niranjan Kumar
28/8/06 Advocate
East Gurhatta Road
Bhagarpur-5
Advocate
Regd No- 570/86

WITNESS

(1) नाम - रंजीत कुमार
पिता - श्री परमानन्द सिंह
सा० - खानकिता
सबौर भागलपुर
28.8.2006

(2) नाम - प्रकाश कुमार
पिता - मनोज हाँडी
सा० - चन्द्रधेरी
सबौर भागलपुर
28.8.06

(3) [illegible]
पं० स० महावीर [illegible]
[illegible]
[illegible]
28/8/06

1. Sajjan Kumar Roy. 28/8/06.
(Sajjan Kumar Roy)
First Partner

2. Samrindra Nath Jha. 28.8.06.
(Samrindra Nath Jha)
Second Partner

3. [illegible] 28/8/06
(Gone Lal Mandal)
Third Partner

4. Divakar Prasad Verma 28.8.06
(Divakar Prasad Verma)
Fourth Partner

5. Nirmal Kumar Agarwal 28.8.06
(Nirmnal Kumar Agarwal)
Fifth Partner

Typed by
Yogendra Chandra Jha
C.C.BGP.
Dated 28/8/06.2006

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. 46b

Stamp duty paid under Indian Stamp Act Rs. 5000

Fee Paid

E	250	K1c	0	Liii	0
J1	0	K2	0	Na	63
K1a	0	Li	0	Scan	220
K1b	0	Lii	0		

Tot Reg Fee 533

Date : 28/8/06

Registering Officer

Endorsement under section 52

Presented for registration at 05:03 PM on the day Monday, 28th August 2006 at the Bhagalpur D. R. O/ Sub_Registry Office by Sajjan Kumar Roy son/wife of Bishwanath Roy by profession Agriculture. one of the partners

Sajjan Kumar Roy 28/8/06

Signature of Presentant

Registering Officer

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photgraphs, fingerprints and signatures are affixed on the reverse pages of the instrument.

Date :

Registering Officer

Endorsement of Certificate of Registration under Section 60

Registered in Book 4 of DSRO/ SRO Bhagalpur having 11 pages the volume CD-15 and document no. of which is printed on the first page of the document.

Date :

Registering Officer