

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

Summary of Endorsement

This document was presented for registration on this Thursday, the 28th of July 2011 by Sangeeta Verma.

A stamp duty of Rs. 5000/- and other fees of Rs. 554/- 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. 3843 in Book No. 4, Volume No. 50 on pages from 206 to 214 and has been preserved in total 9 pages in C.D. No. 8 / Year 2011.

SCANNED

विनायक

SCORE Ver- 2.1

राष्ट्रीय सूचना विज्ञान केंद्र, बिहार

Date : 28/07/2011

Token No. : 24605 / 2011

Signature with date
(Ajay Krishna Mishra)
Registering Officer, Patna

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on the
28th July, 2011 (Two thousand and eleven)

BETWEEN

1) SMT. SANGEETA VERMA, Wife of Shri Uday
Shankar Verma, aged about 40 years, resident of Flat No.

For OM SAI CONSTRUCTION
Sangeeta Verma

28/07/11

For OM SAI CONSTRUCTION
Aachna Simate
28/07/11

(2)

G-2, Pankaj Apartment, 50, A. N. Path, North S. K. Puri, Patna - 800 013 hereinafter called and referred to as **FIRST PARTY** (which expression shall unless excluded by or repugnant to context be deemed to include his heirs, successors, representatives and assigns of the **FIRST PARTY**).

AND

2) **SMT. ARCHNA SMRITI**, Wife of Shri Manvendra Kumar Singh, aged about 30 years, resident of 11/7C, Indrapuri, Keshri Nagar, Patliputra, Patna - 800 024, hereinafter called and referred to as **SECOND PARTY** (which expression shall unless excluded by or repugnant to context be deemed to include her heirs, successors, representatives and assigns) of the **SECOND PARTY**.

WHEREAS in order to avoid future misunderstandings and confusions **BETWEEN** themselves, they have agreed to execute a deed of **PARTNERSHIP** incorporating all the terms and conditions to serve evidence in future .

THIS DEED OF PARTNERSHIP WITNESSTH AS UNDER :-

1. THAT the said Partnership shall be deemed to have been commenced with effect from **28th day of August, 2010**.
2. THAT the business of partnership shall be carried on under the name & style of **M/S. OM SAI CONSTRUCTIONS**. The parties if so decide they can start or open any branch, business or businesses in any other names from time to time.
3. THAT the principal office of the partnership firm shall be situated at **SHIV SHANTI COMPLEX, SHIV MANDIR ROAD , P.O. - KESHRI NAGAR , P.S.- PATLIPUTRA , PATNA -800 024 in the district of Patna**, which may hereinafter be situated at such other

For OM SAI CONSTRUCTION

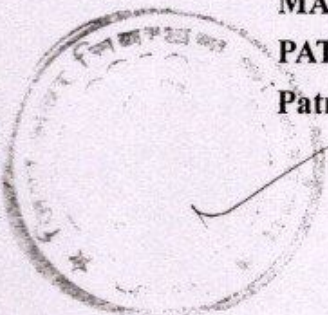
Archana Smriti

28/07/10 Partner

For OM SAI CONSTRUCTION

Sangeeta Verma

28/07/10 Partner



(3)

place or places as may be agreed upon from time to time.

4. THAT the firm shall carry on business as Civil & Electrical Contractors, Planners, Architects, Designers and Construction of building, apartment, warehouse, hospital, school, place of worship, highway, road, path, street, canal, dams, bridge, electronic, electrical, telegraph, mobile tower and other requisite of all kinds and nature and description whatsoever. The scope and nature of the business may be changed as and when circumstances permit and as agreed upon among the partners.

5. THAT the business of partnership shall be deemed to start on and from 28th August, 2010 and shall be a partnership at will until determined by either party by giving to the other party one month's prior notice in writing of his intention to do so. The formality of the notice may be waived if so mutually agreed upon.

6. THAT the accounting year of the business will end on each 31st March of every financial year.

7. THAT the necessary capital as well as further funds required for the purpose of the partnership business shall be contributed or arranged by all the parties in equal ratio of 50% by each partner. The capital of the business may be increased or decreased as per requirement of the business.

8. THAT each partner shall be entitled to interest on her capital investment @12% per annum or at such rate as may be prescribed, from time to time, under the provisions of Income Tax Act, 1961. Interest shall be calculated and credited to the account of each partner at the closing of accounting year. The rate of interest may be increased, decreased, suspend or stopped as agreed upon mutually from time to time.

For OM SAI CONSTRUCTION

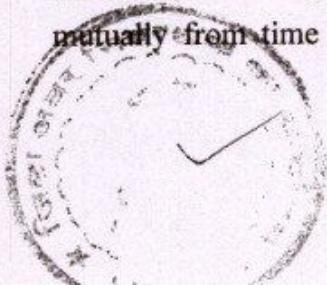
Ancha Siorde

28/07/011 Partner

For OM SAI CONSTRUCTION

Sangeeta Veoma

28/07/11 Partner



(4)

9. THAT proper books of accounts shall be kept by the partners and entries made therein of all transactions relating to the partnership business (incomings and outgoings). These books of accounts shall be kept at the principal place of business and shall not be removed without the consent of both the partners. Each of the partners shall have right to access to the said books of accounts at all reasonable times and shall be at liberty to check them and take out such extract there from as may be deemed fit and necessary.

10. THAT all the parties have agreed to work in the partnership firm and devote as much time to the furtherance of the partnership business as found necessary and advisable. It is hereby agreed that in consideration of the parties aforesaid working in the partnership shall be entitled to remuneration. That the remuneration to working partners will be as follows :

- a) First Party Rs. 15000.00 P.M.
- b) Second Party Rs. 15000.00 P.M.

The remuneration to each partner will be decided by the parties from time to time. But the remuneration so payable to them shall be subject to overall limits of "Book Profit" as per Income Tax Act, 1956.

The amount of overall limit shall be calculated as under :

- (a) In the case of Book Profit not exceeding Rs. 1,50,000/- entire amount of profit shall be payable as remuneration.
- (b) In case of profit exceeding Rs.1,50,000/- but up to Rs.3,00,000/- the remuneration will be Rs. 150,000/- or at the rate of 90% of Book Profit whichever is more.

- (c) On the balance of Book Profit, @ 60%

For OM SAI CONSTRUCTION

Archana Sivarale

Partner

28/07/11

For OM SAI CONSTRUCTION

Sangeeta Verma

Partner

28/07/11



(5)

11. THAT the parties may by mutual consent make withdrawals from the firm time to time for their personal needs and requirements which shall be treated as their drawings and adjusted against their respective share of profit, salary etc. paid and /or distributed to them at the end of each year. If the withdrawals shall exceed the share of profit credited and salary paid or payable at the end of the year, the same shall be refundable refundable to the firm on mutual decision of the parties and on written demand of the firm

12. THAT at the end of each accounting year, the books of account of the firm shall be closed and a Statement of Accounts shall be made of the assets and liabilities together with the profit & loss accounts of the firm and the net Profit or Losses of the firm will be distributed among the partners in the following manner :-

- a) First Party 50%
- b) Second Party 50%

13. THAT any partner of the firm is authorized to sign all the documents , agreement and accept the documents from any department and party on behalf of the firm , but both partners are liable for this

14. THAT the Banking accounts in the name of the firm shall be opened and operated by the parties. Those accounts shall be opened and operated by the joint signatures of parties hereof and shall give direction to that effect to the bankers at the time of opening the account .

15. THAT each partner shall be just and faithful to the other partner and shall diligently attend to the partnership and devote as much time to the furtherance of the partnership as think necessary and advisable .

For OM SAI CONSTRUCTION

Archana Sivarde

Partner

28/07/11

For OM SAI CONSTRUCTION

Sangeeta Verma

28/07/11

Partner



(6)

16. THAT no partner shall without the consent in writing of other partner :-

a) assign or mortgage his/her share and interest in the partnership to any other person .

b) compound, release or discharge any debt which shall be due or owing to the partnership without recovering the full amount .

c) introduce any person as a partner in the firm.

d) contract any debt on account of the partnership or use any of the money thereof except in the usual course of business .

e) lend any money or give credit to or have any dealing on behalf of the partnership with any person or company whom the other partner shall previously have forbidden him to trust.

17. THAT the parties by mutual consent may retire or admit additional partner/partners in the business interest of the firm. Such retirement or addition of partners and the share percentage shall be formalised through new Indenture of Partnership Deed.

18. THAT this partnership will not be dissolved at the death of a partner and the heir or legal representative of the deceased party will automatically become partner in his/her place.

19. THAT all dispute or differences arising in the conduct of the business of the Partnership firm as between the parties and originating either in the construction or interpretation of the term or term of the Partnership agreement or otherwise shall primarily and ordinarily be settled by a reference to Arbitration Board to be appointed in the following manner :-

Two persons to be appointed in the manner following that is to say, one arbitrator shall be appointed by each party

FOR OM SAI CONSTRUCTION

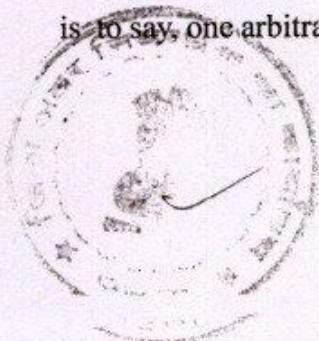
Archana Sivade

28/07/11

FOR OM SAI CONSTRUCTION

Sangeeta Verma

28/07/11



(7)

hereof and two such appointed arbitrators shall jointly nominate an arbitrator who shall act as the Chairman of the Board of Arbitrators. The decision of the majority of the Board of arbitrators shall be final, conclusive and binding to all the parties hereof.

20. THAT the provisions of the Indian Partnership Act, 1932 so far as these have not been provided in this deed will apply to this partnership.

IN WITNESS WHEREOF, the parties here to set their hands in presence of witness on the date mentioned above.

WITNESSES :-

1. SIMANT PIYUSH

S/O UMA SHANKER VERMA For OM SAI CONSTRUCTION

FLAT NO- G11/G12, Sangeeta Verma

PANKAJ APPT, 28/07/11

50-A-N. PATH, (SANGEETA VERMA)

NORTH S.K. PURI

FIRST PARTY

PATNA

DATE - 28/07/2011

2. Virendra Kumar

S/o. Sri Munir Lal Patel For OM SAI CONSTRUCTION

Archana Smriti

28/07/011 Partner

(ARCHNA SMRITI)

SECOND PARTY

Kadamburam
Kadamburam

28/07/2011

Drafted,

[Handwritten signature]

Printed By:-

[Handwritten signature]
(Manoj Kumar)

UDDYOGI'S CHAMBER,
Collectorate Bar Association
Patna

(ANIL KUMAR SINHA "UDDYOGI")
ADVOCATE

B.A. (Hons.), M.A., LL.B.,
'Chamber', Collectorate Bar Association
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. 554
		Registration Fee		LLR + Process Fee		Service Charge
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 Total-	0
A10	0 E	250 J1	0 K2	0 Na		54
B	0 H1a	0 J2	0 Li	0		
TOTAL-				304		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs.				554		
Date : 28/07/2011					Registering Officer	Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 28th July 2011 by Sangeeta Verma W/O-Shri Uday Shankar Verma by profession Others. Status - Executant

Sangeeta Verma
28/07/11
Signature / L.T.I. of Presentant

Date: 28/07/2011

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Vivek Kumar age Sex M son/daughter of S/O-Dr. Muni Lal Prasad resident of Salimpur Ahra, Gali No.-1, Ps-Kadamruan, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 28/07/2011

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 4 Volume No. 50 on page no. 206 - 214 for the year 2011 and stored in CD Volume No.CD-8 year 2011. The document no. is printed on the front Page of the document.

Registering Officer
Patna

Date : 28/07/2011

Token No. 24605 Year - 2011 Sl.No. 24164 SCORE Ver. 2.1 Deed No. 3843 NIC-Bihar

