

4/9659



बिहार BIHAR

9660

9-9-14

5000

818366

Serial No. 6559

Deed No. 41

Govt. of Bihar
Sub Registry Office, Phulwari Sharif
Summary of Endorsement

This document was presented for registration on 11/09/2014 by Shahid Akhtar. A Stamp Duty of Rs. 10000/- and other Fees of Rs. 1300/- has been paid in it. The document was found admissible. The Names, Photographs, 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. 41 in Book No. 4, Volume No. 1 on pages from 480 to 491 and has been preserved in total 12 pages in C.D. No. 1 / Year 2014

Date: 11/09/2014

Token No: 6596 / 2014

Signature with Date
(Rishi Kumar Sinha)
Registering Officer, Phulwari Sharif

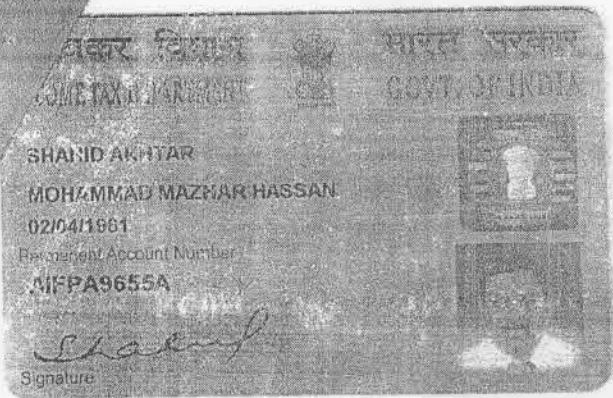
SCANNED

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE
ON THIS 10th DAY OF SEPTEMBER 2014 OF
CHRISTIAN ERA.



NEST BUILD TECH
10/9/2014
Partner
NEST BUILD TECH
10/9/2014
Partner
Tarique
10/9/2014
Partner



Shanid
10/09/14

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TARIQUE ANJUM
MUSHTAQUE AHMAD
24/10/1966

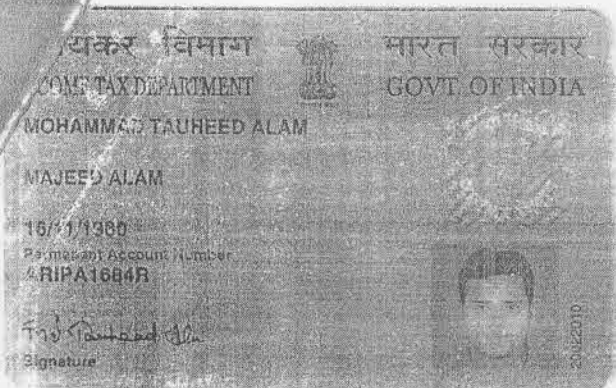
Permanent Account Number
ARAPA7965M

Signature

200
3
77843

10/09/2014

Tarique Anjum
10/09/2014



Md. Tauheed Alam
10.9.2014


 सत्यमेव जयते
 भारत निर्वाचन आयोग
 पहचान पत्र
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 ZVO0510099

निर्वाचक का नाम : ब्रिन्देश्वरी सिंह
 Elector's Name : Brindeshwari Singh
 पिता का नाम : वीर बहादुर सिंह
 Father's Name : Veer Bahadur Singh
 Sex / लिंग : Male / पुरुष
 जन्म तिथि : XX/XX/1938
 Date of Birth : XX/XX/1938

ZVO0510099

पता : ७३, नवादा पुरबाही,
 शहर/गाँव - नवादा,
 अंचल - फुलवारी शरीफ,
 जिला - पटना - ८०१५०५

Address : 73, Nawada Purabahi,
 Town/Vill - Nawada,
 Anchal - Phulwari Sharif,
 Distt - Patna - 801505

दिनांक / Date : 21/11/2009

१८८, फुलवारी (अ.जा.) निर्वाचन क्षेत्र के निर्वाचक
 रजिस्ट्रार/अधिकारी के हस्ताक्षर की अनुमति
 Facsimile Signature of Electoral Registration Officer
 188, PHULWARI (SC) Constituency

Note: In case of change in address, mention the Card No. in the
 form to inform your home address and to inform the
 address and to inform the Card No. in the form.

पहचान पत्र
 Brindeshwari Singh. उम्र - ५५ वर्ष



Syed Nazir Jamali
10.9.2014

Endorsement of Certificate of Admissibility

Is 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. 10000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 5000/-
Amt. paid through Bank Challan Rs. 6300/-

Registration Fee										LLR + Proc Fee		Service Charge		
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lji	0	LLR	0	300	
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0		
	A9	0	DD	1000	I	0	K1c	0	Mb	0	Total	0		
	A10	0	E	0	J1	0	K2	0	Na	0				
	B	0	H1a	0	J2	0	Li	0						
	TOTAL-									1000				
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -												1300		

Date: 11/09/2014

Registering Officer
Phulwari
Sharif

Endorsement under section 52

Presented for registration at Registration Office, Phulwari Sarif on Thursday, 11th September 2014 by Shahid Akhtar S/O-Mazhar Hassan by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 11/09/2014

Registering Officer
Phulwari Sarif

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Bindeshwary Singh' age '56' Sex 'M', 'S/O-Veer Bahadur Singh', resident of 'Nawada, Phulwari Sharif, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 11/09/2014

Registering Officer
Phulwari Sharif

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Phulwari Sarif in Book 4 Volume No. 1 on pages on 480 -491 , for the year 2014 and stored in CD volume No. CD-1 year 2014 .The document no. is printed on the Front Page of the document.

Date : 11/09/2014

Token No. : 6596

Year : 2014

S.No. 6559

SCORE Ver.3.0

Registering Officer
Phulwari Sharif

Deed No. : 41

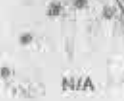
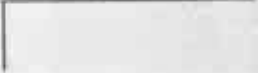
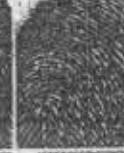
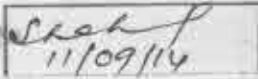
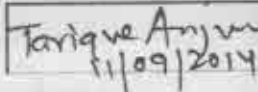
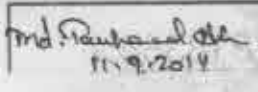
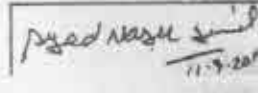
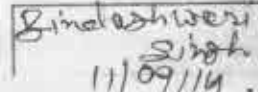
Sub District Registry Office, Phulwari Sharif

Token Number 6596

Reg. Year 2014

Serial Number 6559

Deed Number 41

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Shahid Akhtar						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A
Presented By	Shahid Akhtar						
Sig.							
Claimant	Tarique Anjum						
Sig.							
Claimant	Md. Tauheed Alam						
Sig.							
Claimant	Syed Nazir Jamal						
Sig.							
Identified By	Bindeshwary Singh						
Sig.							

2.

BETWEEN

1. **MR. SHAHID AKHTAR** son of Mazhar Hassan, resident of House No. 216/2, Haroon Nagar Colony, Sector-2, Phulwari Sharif, P.O. & P.S. Phulwari Sharif, District Patna as **FIRST PARTNER** (Which includes his heirs, successors, assignees, administrators, legal representative etc.) and which expression unless repugnant to the context shall be deemed as party of the **ONE PART**.

AND

2. **MR. TARIQUE ANJUM** son of Late Mushtaque Ahmad, resident of Naved Cottage, Opposite Danish Apartment, Samanpura, Raja Bazar, P.O. B.V. College & P.S. Shastri Nagar, District Patna, hereinafter called as **SECOND PARTNER** (Which includes his heirs, successors, assignees, administrators, legal representatives etc.) and which expression unless repugnant to the context shall be deemed as party of the **SECOND PART**.

AND

3. **MD. TAUHEED ALAM** son of Md. Majid Alam, resident of New Millat Colony, Sector-2, Station Road, Phulwari Sharif, P.O. & P.S. Phulwari Sharif, District Patna, hereinafter called as **THIRD PARTNER** (Which includes his heirs, successors, assignees, administrators, legal representatives etc.) and which expression unless repugnant to the context shall be deemed as party of the **THIRD PART**.

AND

4. **SYED NAZIR JAMAL** son of Late Syed Khurshid Jamal, resident of Bauli Mohalla, Phulwari Sharif, P.O. & P.S. Phulwari Sharif, District Patna, hereinafter called as **FOURTH PARTNER** (Which includes his heirs, successors, assignees, administrators, legal representatives etc.) and which expression unless repugnant to the context shall be deemed as party of the **FOURTH PART**.



NEST BUILD TECH
Syed Nazir Jamal
10.9.2014
Partner

NEST BUILD TECH
Md. Tauheed Alam
10.9.2014
Partner

NEST BUILD TECH
Tarique Anjum
10/09/2014
Partner



3.

WITNESSETH That all the partners hereto mutually agreed to become partners and as such partners to carry on a partnership business of land sale hire/purchase, real estate development, development of agricultural land, residential colony, plotting, planning, alienate/delineate construct commercial/residential house/dwelling/apartment/cottage/ bungalow/ building/ Duplex construction/promotion and other allied work & manufacturing/handling/distribution/C&F of all type of Agro Products, hereinafter mentioned on the terms and condition hereinafter appearing.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS :-

1. That the first, second, third and fourth partner to this deed hereby covenant to enter into a partnership business.

2. That the partnership business shall be carried out under the name and style of "**M/S NEST BUILD TECH**" having its office at 216/2 Haroon Nagar Colony, Sector-2, Phulwari Sharif, P.O. & P.S Phulwari Sharif, District Patna 801 505.

3. That as stated above the Principal office of the partnership firm shall be located at 216/2 Haroon Nagar Colony, Sector-2, Phulwari Sharif, P.O. & P.S Phulwari Sharif, District Patna 801505 and branch office can be opened in any part of India as may be mutually agreed by the partners herein.

4. That the said firm to carry business of construction of land sale hire/purchase, real estate development, development of agricultural land, residential colony, plotting, planning, alienate/delineate construct commercial/residential house/dwelling/ apartment/ cottage/ bungalow/ duplex building construction/promotion and other allied work & manufacturing/handling/distribution/C&F of all type of Agro Products, and for this the partners of this deed will entered into development agreement with landowners or purchase lands in the cities and to construct multistoried building or township on it.



NEST BUILD TECH

Agreed Nagesh 10/09/2014 Partner

NEST BUILD TECH

md. Rashedul Haque 10.9.2014 Partner

NEST BUILD TECH

Tariq Anwar 10/09/2014 Partner

NEST BUILD TECH

Sheela 10/09/14 Partner

4.

5. That the partnership business shall be deemed to have commenced on the 10th day of September 2014.

6. That this partnership business is **"PARTNERSHIP AT WILL"**

7. That the capital of the partnership business contributed by the partners being Rs.5,00,000/- (Rupees Five Lakhs Only) as the capital ratio as mentioned below to organize the business establishments and boost the business work and partners may contribute additional capital as when required with mutual consent.

Name of Partners	Capital amount contributed
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1. Mr. Shahid Akhtar	Rs.1,25,000/-
2. Mr. Tarique Anjum	Rs.1,25,000/-
3. Md. Tauheed Alam	Rs.1,25,000/-
4. Syed Nazir Jamal	Rs.1,25,000/-

8. That all the further sums that may be rendered for the partnership business may be provided by the partners will be equal proportionate share for time to time depending upon the needs of the business as mutually agreed between them no partner shall be entitled to any interest on such capital equally contributed by them but if however any of them contributes capital in excess of the said equal proportion such excess capital shall bear simple Bank interest, which shall be first charge on the profit of the said business.

9. That all partners do hereby agreed that they shall be entitled to all respective profit of the Firm in the following proportion and they shall in like proportion bear the losses.

Name of Partners	Profit and loss ratio
1. Mr. Shahid Akhtar	25%
2. Mr. Tarique Anjum	25%
3. Md. Tauheed Alam	25%
4. Syed Nazir Jamal	25%



NEST BUILD TECH

Syed Nazir Jamal
10/09/14
Partner

NEST BUILD TECH

Md. Tauheed Alam
10/09/2014
Partner

NEST BUILD TECH

Tarique Anjum
10/09/2014
Partner

NEST BUILD TECH

Shahid Akhtar
10/09/14
Partner



5.

10. That all the working partner will be allowed salary as computed vide explanation-3 to Section 40(b) of the I.T. Act, 1961.

11. That said partnership business/Firm shall keep books of accounts in course of partnership business and the same shall be closed at the ends of every financial year i.e., 31st March.

12. The books of accounts shall be kept and posted properly and regularly so as to manifest the true state and affairs of the partnership firm and business. Such books not be removed from business firm office and each of the partners shall have free access to them at all reasonable times and be at liberty to take copies thereof or extracts there from.

13. That the Banking accounts of the partnership business shall be opened in any nationalized or Private or Foreign bank or banks by the partners and shall be operated by First partner namely Mr. Shahid Akhtar and Third Partner namely Md. Tauhid Alam jointly and jointly sign any cheque on behalf of the said firm or nomination for operation of Bank may be changed time to time according to the business need of the firm amongst the all four partners by way of written approval of all four partners.

14. That the authorised partner shall be entitled to sign and execute all agreements, sale deeds, letters of credit and all other documents, instruments on behalf of the said firm.

15. That the all the partner will do their best efforts to organize the business set up of the Firm namely "**M/S NEST BUILD TECH**" and will take all the required safety measures and will take all the responsible of office administration, to look after administration and construction work at the sites of the business firm, and to look after the technical matters of the business of the firm and as well as will look after the accounting and financial matters and or any other allied work, effort, contribution on behalf of the firm and all the partners will do their best effort for upliftment of business of the firm and will also contribute their contribution in all the business affairs of the firm if so required time to time.



NEST BUILD TECH

NEST BUILD TECH

NEST BUILD TECH

NEST BUILD TECH

Agreed & signed 10.9.2014 Partner

10.9.2014 Partner

10/09/2014 Partner

10/09/2014 Partner



6.

15. That any partner may in anticipation of his share of profit shall not withdraw such sum or sums of money from partnership Firm's account in case of the partner ship business suffering lose, the partners shall refund such of his withdrawals as may be required for recouping the loss of the partnership.

16. That the business of partnership shall be carried on by the partners by mutual consent and in consultation with one another and account of transaction will done on each month ending.

17. That any partner may retire from partnership by giving to or leaving at partnership business premises at least two calendar months prior notice, in writing expiring on the last day of financial year and expiry of the such notice period the partner so retiring shall cease to be a partner of the said firm, The amount due to the resign partner shall be paid within one month from date of retirement.

18. That in case of death or insolvency of any partner shall not dissolve the good will, capital and assets and undivided profits of the partnership but shall carried with the heirs or legal representatives of the deceased partner or receiver of insolvent partner shall be entitled to the fair value of the share of the insolvent partner as at the date of insolvency in the goodwill, capital and assets and undivided profits of the partnership, including profits and losses earned or incurred but not actually received or paid.

19. That in the event of death of any partner the legal heirs of the deceased partner and/or his authorised representatives shall be entitled to the share of the deceased partner in the partnership business and also be subject to and shall be governed by the terms and conditions herein contained.



NEST BUILD TECH

NEST BUILD TECH

NEST BUILD TECH

NEST BUILD TECH

Syed Naveed
10/9/2014
Partner

Indira Khatun
10/9/2014
Partner

Tariq
10/09/2014
Partner

Shafiq
10/09/14
Partner



20. That the partners shall be just and faithful to each other and furnish to the other if when required, full accounts in writing of all matters and transaction relating to the partnership.

21. That the partners only by their mutual consent may take in on admit any persons as new partner or partners in the partnership business and that too on such terms and conditions as they mutually agreed upon.

22. That the partners may be mutual consent alter, very or add the terms and conditions herein contained in such manner and for such purpose as may be agreed upon:

23. That all disputes and questions in connection with the partnership of this deed arising between the partners or between any one of them or his legal heirs/representatives and whether during or after the partnership shall be referred to the arbitration of four arbitrators, one to be appointed by each party and the one to be appointed by the referred four arbitrators who shall be the presiding arbitrator, and the arbitration of all five arbitrators and their findings and judgment will be binding upon all partners, according to "The Indian Arbitration Act".

24. That no partner shall in any way encumber, sell or transfer his share in partnership firm to any one without written consent of the other three partners.

25. That all provisions of The Indian Partnership Act 1932 shall be applicable to this partnerships unless they are repugnant to context and express terms and conditions contained in this deed.

26. That this deed of partnership has been prepared in single copy and the original copy of this partnership deed will kept in possession of authorised legal representative of the firm and each partner will keep duly attested photo copy of this deed in their possession, and the original copy will provided by appointed authority by written consent of at least signed and verified by at least Three partners in case of any dispute in between the partners or any legal/ arbitration on or financial matter.



NEST BUILD TECH

Agreed Next 10/09/2014
Partner

NEST BUILD TECH

Indubhakar 10/09/2014
Partner

NEST BUILD TECH

Tariq 10/09/2014
Partner

NEST BUILD TECH

10/09/14
Partner



8.

27. That the terms and conditions of this partnership deed is binding on all the partners and their legal heirs, representatives, assignees, administrators, etc., hereto.

IN WITNESSES WHEREOF, all the partners hereto have jointly set and subscribed their respective hand upon this deed of partnership on the day month and year first above written presence of the witnesses who have also attested the same.



NEST BUILD TECH

Shahid
10/09/14
Partner

(Mr. Shahid Akhtar)

SIGNATURE OF THE FIRST PARTNER

NEST BUILD TECH.

Tarique Anjum
10/09/2014
Partner

(Mr. Tarique Anjum)

SIGNATURE OF THE SECOND PARTNER

NEST BUILD TECH

Md. Tauheed Alam
10.9.2014
Partner

(Md. Tauheed Alam)

SIGNATURE OF THE THIRD PARTNER

NEST BUILD TECH

Ayed Nazir
10.9.2014
Partner

(Syed Nazir Jamal)

SIGNATURE OF THE FOURTH PARTNER

WITNESSES:

This Deed of Partnership has been drafted by me in 8 pages as per instructions of all partners.

Md. Firoz Sabir
10/9/14
Advocate
Civil Court, Patna.



Bindeshwari Singh
3/0. Late. Bir Bahadur Singh
will. Nawada.
Phulwari Sharif.
Patna. 10/9/14.
Md. Farukhan Alam
3/0 Haj. Syed Jaan Aslam
Phulwari Sharif
Patna. 10/9/14