Serial No. 832 T-905 Book No. :- 4 Deed No. 11

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR 2014

Serial No. 832

Deed No. 11

Govt. of Bihar
District Registry Office ,Bhagalpur
Summary of Endorsement

This document was presented for registration on 27/01/2014 by Bidur Kr. Choudhary
A Stamp Duty of Rs. 10000/- and other Fees of Rs. 1295/- 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. 11 in Book No. 4, Volume No. 1 on pages from 102 to 110 and has been preserved in total 9 pages in C.D. No. 1 / Year 2014

Signature with Date
(Satyanarayan Choudhary)
Registering Officer, Bhagalpur

Date: 27/01/2014 Token No: 905 /2014

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on the 27 day of January in the year Two Thousand Fourteen.

BETWEEN:

1. **SRI BIDUR KR. CHOUDHARY** S/o Sri Ram Pd. Choudhary by faith Hindu by occupation business R/o Tilkamanji (Near Hitachi) P.S.- Tilkamanhi, Sub registry & dist. Bhagalpur. herein after referred to as party of the FIRST PART

District Registry Office,Bhagalpur

Token Number 905 | Reg. Year 2014 | Serial Number 832 | Deed Number 11

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Bidur Kr. Choudhary						
Sig.	Bidur Kumar Choudhary 27-01-14						
Executant	Bidur Kr. Choudhary						
Sig.	Bidur Kumar Choudhary 27 01-14						
Executant	Rajesh Kumar Dubey						
Sig.	Rajesh Kr. Dubey 27/01/14						
Identified By	Navin Kumar						
Sig.	Navin Kumar 27/1/14						

SCORE Ver.3.0 | Powered by InfoSystem and Solutions,Patna | Biometric Captured By 2200sop001

2. SRI RAJESH KUMAR DUBEY S/o late Janardan prasad Dubey by faith Hindu by occupation business R/o Vikramshila Coloney Tilkamanjhi, P.S.- Tilkamanhi, Sub registry & dist. Bhagalpur. herein after referred to as party of the SECOND PART

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

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.

1. FIRM NAME

The business of the new partnership shall be carried on under the trade name and style of M/S **"OM SAI CONSTRUCTION"**

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 27day of January 2014

3. BUSINESS PREMISES

The head office of business shall be at - R/o Vikramshila Coloney Tilkamanjhi, P.S.- Tilkamanhi, Sub registry & dist. Bhagalpur. The place of business may be changed and new office or offices my be opened as the partners may decide from time to time.

4. BUSINESS

That the business activities of the firm is and Shall continue to be execution of BUILDING CONSTRUCTION & OTHER Contracts, sale, purchase, Development and supply works orders from Govt. Semi Govt. Departments, private Establishment etc. and other business allied or incidental thereto.

1. Sidur Kumar Choudhury 27-01-14

Rajesh Kr. Dubey 27.01.14

Witness
Nawin Kumar
S/o SHRI JAI BAHADUR SINGH
R/o VIKRAMSHILA COLONY
TILKAMANGHI
BHAGALPUR

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

A partner may also withdraw any amount from his capital account with the consent of the other partner in writing from time to time.

7. INTEREST ON 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 form time to time by the mutual consent of the partners.

8.BORROWINGS

The partnership firm may also borrow moneys/funds 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 any 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 or appointed person or persons shall control and Management of the partnership business mutually. They can receive payment in the mode of cash or cheque or draft on behalf of the firm and deposit the same in the bank account/accounts of the firm.

10. REMUNERATION TO PARTNERS

In case of profit in the firm, the partners are entitled to take remuneration as decided by the partners from time to time. Further provided that in case of loss in the firm, the partners are not entitled to any remuneration and in case of inadequacy of profit, their remuneration in aggregate shall not exceed the amount of the profit available for remuneration, rather their remuneration shall be reduced proportionately.

11. BANKS

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 jointly.

12. 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 be may deed fit and necessary.

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 parnership firm such amount as may be agreed upon between the partners form 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 shallbe apportioned between the partners hereto in the following ratio:-

a. SRI BIDUR KR. CHOUDHARY 50%(Fifty Percent)
b. SRI RAJESH KUMAR DUBEY 50%(Fifty Percent)

16. MUTUAL FAITHFULNESS

That each of the partners shall carry on the business of the firm to the greatest common advantage, be just and faithful to the other partner and shall render true accounts and full information of all things effecting the firm and other partner.
For keep partnership unbreakable one have to take permission from other partner if he want to dissolve the partnership.

17. RETIREMENT OF PARTNERS IN FUTURE

Any of the partners may retire from the partnership business after giving one months 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 either 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/her 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 will be the partner on the same terms and conditions unless otherwise agreed .

19. OTHER MATTERS NOT SPECIFICALLY STATED

All other matters relating to the partnership not specifically provided for shall be governed by Indian partnership Act, 1932 or any other similar law 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. ARBITRATION

Any dispute or deference 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 VARIED 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.

Bidur Kumar Choudhary
27-01-14

1. SRI BIDUR KR. CHOUDHARY

First partner

Rajesh Kr. Dubey
27.01.14

2. SRI RAJESH KUMAR DUBEY

Second Partner

WITNESS

Aditya Kumar
S/o - Ramdeo Kumar
At + Po - Adampur
Bank Colony
Adampur Uttar (Bhagalpur)

Typed by

Niranjan Pd. Yadav
C.C Bhagalpur.

Drafted by

Niraj Kr. Verma
Adv
R. N. 125/14
27.01.14

Endorsement of Certificate of Admissibility

sible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian ıp 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/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 6295/-

Registration Fee

A1	45	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	1000	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0	TOTAL-	1045

LLR + Proc Fee		Service Charge
LLR	0	250
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1295

Registering Officer
Bhagalpur

Date: 27/01/2014

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Monday, 27th January 2014 by Bidur Kr. Choudhary Ram Pd. Choudhary by profession Business. Status - Executant

Bidur Kumar Choudhary
27-01-14

Signature/L.T.I. of Presentant **Date:27/01/2014**

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Navin Kumar' age '37' Sex 'M', 'Jai Bahadur Singh', resident of 'Vikramshila Colony, Tilkamanjhi, Bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 27/01/2014

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 4 Volume No. 1 on pages on 102 -110 , 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.

Registering Officer
Bhagalpur

Date : 27/01/2014
Token No. : 905 **Year : 2014** **S.No. : 832** **SCORE Ver.3.0** **Deed No . : 11**