

713

Deed of Partnership

D.S.

71

भारतीय गैर न्यायिक

पचास
रुपये
₹.50

भारत

FIFTY
RUPEES
Rs.50

INDIA

INDIA NON JUDICIAL

23/6/12

झारखण्ड JHARKHAND

निबंधन अधिनियम... के अधीन
और छोटानागपुर/संतालपरगना टेनेन्सी एक्ट की
धारा... के अधीन भी ग्राह्य है और
इण्डियन स्टाम्प एक्ट 1899 की अनुसूची (1) के
खण्ड... के अधीन यथावत स्टा...
(या स्टाम्प शुल्क के विमुक्त या स्टाम्प शुल्क आ...)

23/6/12
निबंधन प...

freepaid
₹-1000 = 50

50/-

A 921941

बस्तावेज/जाँच किया
23/6/12
जाँचकर्ता

Singh Narayan Ojha
23/6/12

Preeta Tiwari
23/6/12

PARTNERSHIP DEED

This DEED OF PARTNERSHIP Made this 23rd day of June 2012 (Two thousand Twelve)

BETWEEN

Smt. Preeta Tewari W/o Sri Vishwanath Tiwari, by faith Hindu, by Occupation Business,
resident of Parmeshwar Dayal Road, Barmasia, P.S. Deoghar, Subdivision, Subregistry
and District Deoghar (Jharkhand), Pin Code No.--814112, hereinafter called the PARTY
of the FIRST PART ;

Suraj Narayan Ojha
23/6/12

Pooja Tiwari
23/6/12

AND

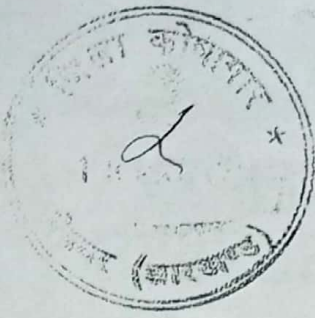
Sri Suraj Narayan Ojha S/o Late Ramnagina Ojha, by faith Hindu, by Occupation business, resident at Baxi Band Road, Behind the Popular Club, Dumka, P.S. Dumka, Subdivision, Subregistry and District Dumka (Jharkhand), Pin Code No.--814101 hereinafter called the PARTY of the SECOND PARTY ;

The expressions partner hereto unless contrary of repugnant to the context include the heirs executors, administrators, assignees and legal representatives of the respective Part ;

AND WHEREAS Parties of both parts have agreed to start new business venture as partnership.

AND WHEREAS the partners hereto have decided to constitute the partnership and have constituted the same under the same name & style of M/s Baidanath V. Construction under the terms and conditions herein below mentioned Partnership among themselves ;

WHEREAS, the parties hereto have further considered it's desirable and expedient to execute a written instrument of partnership embedding the terms and conditions already settled inter-se and agreed upon amount themselves ;



संख्या 1297 श्रीमती तिवारी हा।०- परमेश्वर काल
 रोड बरभसिया, वैकुण्ठ
 वाला - सहभागितापत्र
 50X1
 50

पचास रुपये मात्र

22/6/12
 J. Prasad
 P. Bhojpur Court
 No. - 1/88

श्री प्रीता तिवारी पिता श्री/स्व० विष्णुनाथ तिवारी
 निवास स्थान प. 29, कुमलपुर, बरभसिया
 जाति हिन्दू पेशा प्रा.प्रा.प. जो लेख्यकारी/दावेदार
 या अवर निबंधक 2932 द्वारा प्रमाणित कृत मुख्तारनामा
 संख्या वर्ष के अधीन लेख्यकारियों या दावेदारों
 में से एक श्री के अधिकारी (अद्विती) हैं ने
 ता 23.6.12 के पूर्वाह्न/अपराह्न में 10.51
 (समय) जिला में निबंधन के लिए पैदा किया।

उपस्थापक का हस्ताक्षर

निबंधन पत्रा० का हस्ताक्षर



Pre Pranita
 Pranita Tivari

Pranita Tivari
 23/6/12



Sing Narayan Ojha
23/6/12

Rajendra Tiwari
23/6/12

NOW THIS INDITURE WITNESS AND IT IS HEREBY AND DECLARED BY AND
BETWEEN THE PARTIES WHEREAS FOLLOWS :

1. NAME : The parties hereto agree to commence the Business in PARTNERSHIP under the name & style of M/s Baidyanath V. Construction or any other name mutually decided by the Partners on the terms and conditions hereinafter mentioned.
2. OFFICE : The Head Office of PARTNERSHIP shall be situated at P. Dayal Road Barmasia, Deoghar with its branches at such places as may be agreed to in future by the Partnership hereto.
3. DURATION : This PARTNERSHIP has commenced on and from the 10th FEB. 2011 and shall be a Partnership shall be to Carrying on the business of Construction & Contract work whether as builder or developer or otherwise or any other business or any other manner as decided by the partners.
4. BUSINESS : The business of the Partnership shall be to Carrying on the business of Construction & Contract work whether as builder or developer or otherwise or any other business or any other manner as decided by the Partners.
5. CAPITAL FUND : The Capital required for the business of the Partnership shall be provided or arranged by the Partners according to the business needs in such manner and on such terms as interest or otherwise as would be mutually agreed

Suraj Narayan Ojha
23/6/12

Preeti Tiwari
23/6/12

upon, at present it is decided that the Partners are entitled for interest on capital @ 12% p.a. it maybe changed from time to time as the parties may decide ;

6. ACCOUNTANTS ; Usual books of accounts in respect of the Partnership shall be maintained and kept at the place or places of business of the Partnership or at such other place or places and in such script and under such system of accounting as the parties hereby may agree upon from time to time. Each of the partners shall be entitled at all reasonable times to inspect the books of accounts and other documents of the partnership and to take copies and extracts therefore. The accounting year of the partnership shall be the financial year ending on 31st March, every year. The same may be changed by the consent of the parties hereto. Within six months of the close of every accounting year the annual accounts will be made, drawn, settled by the parties, such accounts when so drawn will be deemed to be final and none of the parties shall subsequently question the same or any part thereof save for any error or commission that may manifest on the face of it.
7. SALARY : The following partners are entitled to salary, it may be increased or decreased by the consent of Partners :
- Smt. Preeti Tiwari the PARTY of the FIRST PART Rs. 12000/- (Twelve thousand) pm.
- Suraj Narayan Ojha the PARTY of the SECOND PART Rs. 12000/-

Sury Narayan Ojha
23/6/12

Preeta Tiwari
23/6/12

8. SHARES : The parties hereto shall share balance profit & loss of Partnership, after providing Interest & Salaries to the Partners as follows :-
- Smt. Preeta Tiwari, the PARTY of the FIRST PART 50%
- Sri S.N. Ojha the PARTY O the SECOND PART 50%
9. DISTRIBUTION OF PROFIT AND/OR LOSS : After the finalization of the accounts of any year the Partnership shall pay the profit after adjusting all drawings made by the partners respectively, according to their shares and in case there be any loss the within the time as aforesaid, the parties shall pay to Partnership such losses coming to their respective shares, provided that such portion o the profits or any year any be retained by the Partnership for meeting contingencies or for meeting the Income- tax liabilities as may be agreed upon. Further that instead of making of receiving payment, the Partners' accounts maybe debited or credited with the amounts of the profits and losses determined as aforesaid ;
10. DRAWINGS : The Partners may draw such sum or sums from the Partnership as may be mutually agreed upon ;
11. BANK Operation : The Bankers of the Partnership shall be such Bank as the parties may from time to time agree upon. All the Partners of he firm either jointly or severly or any other person duly authorized by them shall be entitled to operate bank accounts on behalf of the firm. Bank account to be maintained to

Sury Narayan Ojha
23/6/12

Pooja Tiwari
23/6/12

receive payments, make endorsement draw and accept negotiable instruments, hundies, bills etc. Any other persons or persons may be authorized to exercise such power as may be decided by the Partners ;

12. The firm as mutually decided by all the Partners shall from time to time at their discretion borrow, raise or secure the payment of any money for the purpose of the firm from any person, firm, commercial bank or financial institutions. In such manner and on such terms and conditions as agreed upon by the Partners and if required mortgage the assets of the firm both movable and immovable towards procurement of loan from such institutions ;

13. RIGHTS AND DUTIES OF THE PARTNERS :

- a) The Partners shall promote the business to the best of their abilities ;
- b) Each Partner shall punctually pay her separate debts ;
- c) Each Partner shall pay all moneys, cheques and negotiable instruments received by her in the account of the firm, and ;
- d) Each Partner will be just and faithful to one another ;

14. NEITHER PARTNER SHALL WITHOUT THE CONSENT OF ALL THE PARTNERS

Sury Narayan Ojha
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Pooja Tiwari
23/6/12

15. All matters relating to the managing change of objects, change of name and/or adoption of the names and objects or opening closing of branch office, shifting of the Partnership and otherwise of the affairs of the Partnership shall be determined in such manner as the Partners may desire ;
16. **GOODWILL:** The goodwill of the firm shall remain with partners of the firm and its heirs and assigns ;
17. **ADMISSION OF PARTNERS :** Any person may be admitted into the partnership, with the mutual consent of the partners of the firm and the partnership, may be reconstituted accordingly ;
18. In the case of death of any partner the firm will not be dissolve and legal heirs, successors or assignee will be taken as partner of the firm in this place ;
- A. Any partner may retire by giving 30 (Thirty) days notice in writing and the Partnership shall not be dissolved on such retirement and will be reconstituted by the remaining partners ;
- B. On retirement of any partner, account of the partners will be ascertain and shall be paid to him by the remaining partners ;
19. The Partners may be mutual consent vary any of the terms and conditions of this DEED by executing an agreement for the same and without executing a fresh Partnership Deep and in such event, this Deed shall stand modified to that extent ;

Suraj Narayan Ojha
23/6/12

Preeti Tiwari
23/6/12

20. **ARBITRATION** : All disputes and differences by and between the parties hereto and/or between the parties hereto and the heirs and legal representatives shall be referred to the arbitration. Arbitrator will be as agreed upon by the parties hereto and the award made by such arbitrator shall be final and binding on the parties hereto and their respective heirs and legal representatives. Arbitration shall be governed by the law relating to the arbitration for the time being in force ;

21. That the business of the firm will be carried on by all the Partners of the Firm. All the partners shall be honest, diligent and shall carry on the business of the firm to the best of advantages of the partnership firm individually ;

22. That for the matters not provided for above, the provisions of the Indian Partnership Act, 1932, as amended from time to time shall apply ;

IN WITNESS WHERE OF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE DAY, MONTHS AND YEAR FIRST ABOVE WRITTEN.

EXECUTED AND DELIVERED

BY THE PARTIES HERETO IN THE PRESENCE OF :

Witnesses

गोपा.पंथ
1. प्रमोद चानू म्हा
परमेश्वरदासपुर रोड वरमसिमा
दण्डघा प्रांठ-नौकरा 23/6/12

2. Manikant Choudhury
S/odak Janardan pd. choudhury
At. Baismath pur. B. Decghur
23/6/12 Prv. Service.

Signature

Preeti Tiwari
1. Preeti Tiwari







Suraj Narayan Ojha
2. Suraj Narayan Ojha

Suj Narayan Ojha
23/6/12

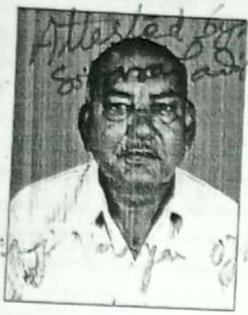





Preeti Tiwari
23/6/12

Photo, Signature and L.T.I. :- Preeti

Preeti

	Preeti Tiwari 23/6/12				
					

Suj Narayan Ojha

	Suj Narayan Ojha 23/6/12				
					

Read over the contents of deed and explained to the parties
Deed Writer Deoghar 23.06.2012 Sitaram Paudit
Certified that the left hand finger print of all the persons whose
photographs affixed in this deed has been taken by me Sitaram Paudit
Deed Writer Deoghar 23-06-2012



निबंधन विभाग, झारखंड
देवघर

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 5

Token Date/Time: 23/06/2012 16:40:26

Document Type	Partnership	Presenter	Preeta Tiwari	Date of Entry	23/06/2012
Presenter Name & Address	Barmasia, Deoghar	Stamp Value	50	Total Pages	24
Standard Doc. Value	0	Serial No.		Book	IV
Document Value	0			CNO/PNO	
Special Type					
Remarks / Other Details					

Property Details:

Anchal	Th.No.	Wrd/Hlk	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
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Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
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Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	FIRST PARTY	Preeta Tiwari	W/O Vishwanath Tiwari	Business	Other		Barmasia, Deoghar
2	Party	Suraj Narayan Ojha	S/O Lt. Ram Nagin Ojha	Business	Other		Baxi Band Road, Behind the Popular Club, Dumka
3	Identifier	Gopal Jha	S/O Fulkant Jha	P. Service	Other		Parmeshwar Dayal Road, Barmasia, Deoghar
4	Witness1	Gopal Jha	S/O Fulkant Jha	P. Service	Other		Parmeshwar Dayal Road, Barmasia, Deoghar
5	Witness2	Manikant Choudhary	S/O Lt. Janardan Pd. Choudhary	P. Service	Other		Bajinathpur, Deoghar

Fee Details:

SN	Description	Amount
1	DD	1,000.00
2	SP	360.00
Total		1,360.00

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सारांश में इंफॉर्मेशन के अनुरूप डाटा इंट्री की गई है।

Preeta Tiwari

प्रस्तुतकर्ता का हस्ताक्षर

डाटा इंट्री ऑपरेटर का हस्ताक्षर

ने इस दस्तावेज के निष्पादन को मेरे समक्ष

उपर्युक्त

① प्रीता तिवारी

स्वीकार किया

② सुरज नारायण ओजा

जिसकी

गोपाल झा

पहचान

बर्मसिया

नियामी

पिता

शुकान्त झा

पेशा

प्रोविडेंट सविष्ठ

निबंधन पदाधिकारी का हस्ताक्षर



निबंधन विभाग, झारखंड
देवघर

Token No.5 Token Date: 23/06/2012 16:40:26

Serial/Deed No./Year :713/71/2012

Deed Type: Partnership

SN	Party Details	Photo	Thumb
1	Preeti Tiwari Father/Husband Name:W/O Vishwanath Tiwari (FIRST PARTY) Barmasia, Deoghar		
2	Suraj Narayan Ojha Father/Husband Name:S/O Lt. Ram Nagina Ojha (Party) Baxi Band Road, Behind the Popular Club, Dumka		
3	Gopal Jha Father/Husband Name:S/O Fulkant Jha (Identifier) Parmeshwar Dayal Road, Barmasia, Deoghar		
4	Gopal Jha Father/Husband Name:S/O Fulkant Jha (Witness1) Parmeshwar Dayal Road, Barmasia, Deoghar		
5	Manikant Choudhary Father/Husband Name:S/O Lt. Janardan Pd. Choudhary (Witness2) Bajjnathpur, Deoghar		

Book No. IV
Volume 3
Page 111 To 134
Deed No 713/71
Year 2012
Date 23/06/2012 17:17:13

District Sub Registrar

Signature of Operator