

बिहार BIHAR

13/16 1292-2000 10009

2020 1 6 DET 2020 ष्रीगार पदाधिकारी भागवालाएं

PARTNERSHIP DEED



This Deed of Partnership is made on this 18th Day of December, 2020 by and between

1. Yogendra Pandit, S/o Late Sahdeo Pandit, R/o At+Po- Abjuganj, Sultanganj, Dist:-Bhagalpur, Bihar 813213, PAN- APIPP5450N hereinafter referred to as Party of the FIRST PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents),

AND

2. Murlidhar, Late Jagdish Das, R/o At-G.B Lane Mundichak, P.S-Tilkamanjhi, Dist-Bhagalpur, Bihar, 812001. PAN - AJFPD2268M Party of the SECOND PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns),

AND

3. Sanjay Kumar, S/o Sri Mahabir Lal Pandit, R/o Refugee Colony, Po+Ps-Sahebganj, Dist:- Sahebganj, Jharkhand, 816109. PAN- ANPPK8727Q, Party of the THIRD PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns),

AND

4. Deepak Prasad, S/o Late Sri Bhagwan prasad, R/o Ward no.-44, Winding Road, Mirjanhat, Dist:- Bhagalpur, Bihar, 812005. PAN-ALXPP8256H the Party of the FOURTH PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns),

WHEREAS the above-named partners have decided to start the partnership business of Real Estate, Renting of Immovable Property and other related works in the name and style of M/s Paras Grih Nirman with effect from 18th December 2020, on the terms and conditions hereinafter mentioned and have desired to reduce the terms and conditions into writing.

NOW THIS INDENTURE IS WITNESSETH AS FOLLOWS:

THAT the PARTIES referred above shall carry on the business of real estate activities including construction of residential apartments, commercial complex, contractual works, land development and other works as agreed by the partners mutually in the PARTNERSHIP TERM under the name and style of M/s Paras Grih Nirman regeinafter referred to as the FIRM) But by their mutual consent may start and carry on any other business or businesses under any other name or names at any other place or places.

2. THAT the business of the PARTNERSHIP pursuant to this DEED of PARTNERSHIP shall be deemed to have commenced with effect from the date 18th December 2020. Registered Address shall be Arun Tower, Lal Kothi, Bhagalpur, Bihar 812002.

- 3. That the capital required for the business of Partnership shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them and such capital may be paid interest as may be mutually agreed from time to time at the rate of rates not exceeding 12% (Twelve Percent) per annum.
- 4. That all the PARTIES referred above shall be Working Partners and shall attend diligently to the business of the Partnership and carry on the same for the greatest advantage of the Firm.
- 5. That all business expenses shall be borne by the FIRM.
- 6. That the Profits or Losses, as the case may be, of the Partnership business shall be divided among the Partners as under:

NAME OF WORKING PARTNER SHARE OF PROFIT/LOSS

a. Sri Yogendra Pandit	1/4th
b. Sri Murlidhar	1/4 th
c. Sri Sanjay Kumar	1/4 th
d. Sri Deepak Prasad	1/4 th

- 7. That the duration of the PARTNERSHIP shall be at WILL subject to Clause '8'.
- 8. That any Partner may retire from Partnership after giving a notice to the other Partner (s) of not less than one month in writing and at the expiry of such notice period he shall be deemed to have retired.
- 9. Upon mutual understanding, each Partner or his duly authorised agent shall have free access to the account books of the Partnership and shall be entitled to take copies or extracts from any or all such books and records of the Partnership Business.

Part no Partner shall have the right to sell, mortgage or transfer his chare of interest in the FIRM to any one else except to his heir or heirs any one of the existing Partners or to their heir (s). In the event of heir (s) selling his/her share to any one else, the existing Partners shall have a right or pre-emotion in respect of such share (s) sold.

11. That the Partners shall keep or cause to be kept the books of account of the FIRM at the principal places of its business and make all entries therein, and that all such books of account kept shall be closed on 31st March every year or in the case of any necessity on any other date as the Partners may mutually decide.

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- 12. That no Partner shall do any act or thing whereby FIRM or the FIRM property may be prejudicially affected.
- 13. That the terms of the Partnership Deed may be altered, added to or cancelled by the written consent of the Parties to this DEED.
- 14. That the partners can open the bank account of the firm, in any bank and bank account shall be operated by the partners jointly or individually, as the case may be.
- 15. That the partners shall not take any loan from any person/Financing Company, bank or any other Govt./Pvt. Department in any case, without the written consent of each other.
- 16. That in the case of any dispute arising out of this DEED between the Parties of this DEED; it shall be decided by Arbitration as provided for under the Indian Arbitration Act.
- IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to these presents the day, month and year first written above.

WITNESS:

yogendra fandit

YOGENDRA PANDIT (Party of the First Part)

Murli dhan

2.

MURLIDHAR (Party of the Second Part)

SANJAY KUMAR (Party of the Third Part)

DEEPAK PRASAD

(Party of the fourth Part)

1.