

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL



झारखण्ड JHARKHAND

Before Mr. K. M. Singh

NOTARY
HAZARIBAG (JHARKHAND)

B 792727

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 29th day
of March 2014

BETWEEN

1. PRASHANT KUMAR PRADHAN S/o Dr. Pradeep Kumar Pradhan, resident of Okani (Shivpuri) Police Station-Sadar, District-Hazaribag, here in after called PARTY OF FIRST PART, which expression shall mean and include all his legal heirs, successors, representatives and assigns etc.

AND

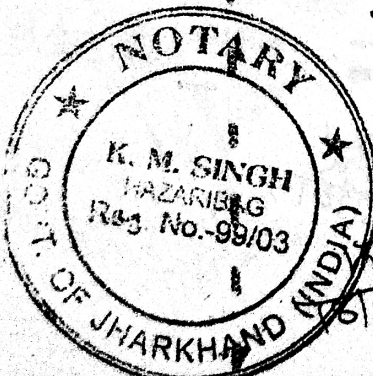
2. RAJESH KUMAR SINHA S/o Nakuleshwar Prasad, resident of New Bank Coloney, Ranchi-Patna Road, Hurhuru, Police Station-Sadar, District-Hazaribag, here in after called PARTY OF SECOND PART, which expression shall mean and include all his legal heirs, successors, representatives and assigns etc.

AND

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Book No. 1102 Dated 18/10/14

Authorised u/s 8 (1) (a) of the Notary Act 1952 & rule 11 (3) (4) of the Notaries Rules 1958.



Prashant Kumar Pradhan

AND

3. ANIL KUMAR TIWARI S/o Sachidanand Tiwari, resident of Sheodayal Nagar, Police station-Katkamsandi, District-Hazaribag, here in after called **PARTY OF THIRD PART**, which expression shall mean and include all his legal heirs, successors, representatives and assigns etc.

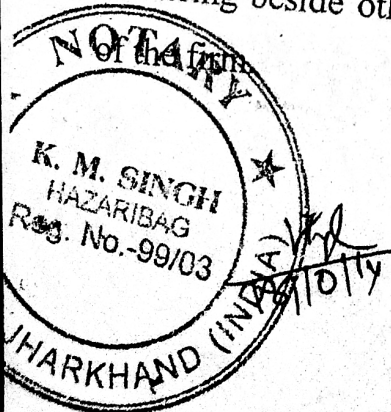
WHEREAS as parties to this deed are young, energetic and highly qualified persons who have keen desire to earn money by doing business of their own and as such have joined their hands for running business by creating partnership firm.

WHEREAS as parties to this deed, for constitution and creating of **PARTNERSHIP FIRMS** have agreed upon the following

-: TERMS AND CONDITION :-

1. That the name of the partnership firm will be "SRI VINAYAK CONSTRUCTIONS".
2. That the head office of the said firm shall be situated at Deep Complex, Third Floor (above IDBI bank), Indrapuri Chowk, Police Station-Sadar, District Hazaribag and the branch office of the said firm shall be opened according to the requirement of the firm outside Hazaribag within the territory of Jharkhand State.
3. That the nature of the work of the said firm shall be development land construction of building multistories building marketing complex, land brokering beside other business also according to joint decision of partners

1. Anil Kumar Tiwari
2. Anil Kumar Tiwari (Rajesh Kumar Sinha)
3. Anil Kumar Tiwari



4. That the working capital of the said firm will be Rs 5,00,000/- (Rupees Five Lacs Only) out of which party of first Part has contributed 40% and the Party of Second Part and third Part have contributed 30% each capital.

5 That each partners shall have share in the loss and profit of the business of the partnership firm According to their respective contribution i.e. 40%, 30% and 30%.

6 That for smooth running of the partnership business an account shall be opened in , the name of firm, in any Bank which shall be operated by joint signatures of party no. 1, party no. 2 and party no . 3.

7 That a book of account shall be maintained to assess the loss and profit of the firm which shall be kept in the office subject to inspection by either party at any working hours.

8 That an annual accounting of the business of the firm shall be made to assess the loss and profit of the firm and in case any profit is found the same will be distributed amongst the parties according to the share of the partners and ill case on accounting any loss is found which shall be joint liability of the partner according to the share of partner.

9 That each partner shall co-operate equally for smooth running of the business of firm so that the firm may flourish.

10 That for smooth running of the business of the firm if any appointment of labour/worker or employee is required, the same shall be done after due discussion of all the partners and none of the partners shall have any exclusive right to appoint any labour/worker or employee.

1. Prakash Kumar Pradhan
2. Rajesh Kumar Sinhal
3. Anil Kumar Thindagi




11 That none of the partner shall run in their individual capacity, the same business which the partnership firm is doing and if any of the partner does/do the same business in his individual capacity he will be ousted immediately from the partnership firm.

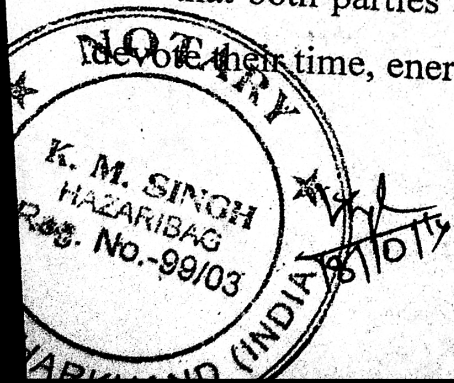
12 That in case any of the partners of firm is desirous to retire from the partnership firm, he will intimate the remaining partners, one month prior of his. such intention and in that case an accounting shall be done at once to assess the loss and profit of the firm and in such accounting any profit is assessed, the share of profit of retiring partner shall be paid at the time of retirement but in case any loss is assessed the share of loss of retiring partner shall be deducted from the share of working capacity and the balance there of if any shall be paid to retiring partner.

13 That in case of death of any of the partner anyone of the legal heirs or successors shall be made partner on the same term and condition provide the heir or successor of such deceased partner is willing any ready to join the partnership firm, failing which share of profit of the firm shall be returned to the legal heirs and successors of deceased partner but in case of loss, the share of loss shall be deducted from the working capacity of deceased partner.

14 That the partners of partnership firm, are not in position to increase the fund for the requirement of the business of firm, loan can be obtained from Bank or financial institution which shall be joint liability of all the partners of the firm.

15. that both parties agreed to be the working partners, who shall actively devote their time, energy and attention in conduction the affairs and business

- 1. Praveen Kumar Pradhan
- 2.  (Rajesh Kumar Singh)
- 3. Anil Kumar Tinsari



of the firm. it is hereby agreed that in consideration of devoting their time, energy, intelligence and attention to the business of the firm and working in partnership, both parties shall be entitled to get remuneration from the firm of Rs. 10000/- (Rupees ten thousand) per month. the amount of remuneration payable by the firm shall be credited to the partners account periodically or at the close of the accounting year. the partners by mutual consent shall be entitled to modify the above terms relating to remuneration payable to the partners. the partners may also agree to revise the time of calculation of remuneration and its credit to the partners account.

16. That any decision taken by majority of partners shall be binding upon all.

17 That constitution of the firm can be modified by majority of partners.

18. That the accounting year of the firm shall be the financial year i.e. 1st April to 31st March every year.

19. That the net profit of the partnership firm after deduction of all expenses including rent, salaries other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion

Sl. No.	Name of party	share in Profits
1.	Prashant Kumar Pradhan	40%
2.	Rajesh Kumar Sinha	30%
	Anil Kumar Tiwari	30%

1. Prashant Kumar Pradhan
 2. Rajesh Kumar Sinha
 3. Anil Kumar Tiwari

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The Losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

20. That any of the working partners may offer or file tenders, negotiable bill, sign agreement, draw bills may receive payments cheques, cash and drafts on behalf of the firm.

21. That profit and loss account and the balance sheet shall be prepared at the close of the accounting year (if so maintained) and the profits/losses will be credited/debited as the case may be to the personal account of the partners after adjusting withdrawals, if any.

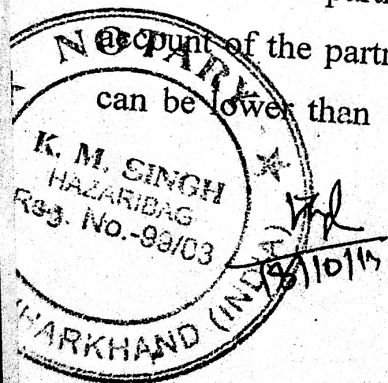
22. That the partnership firm will not be dissolved by virtue of the death or retirement of any of the partner or partners but the legal heirs or representatives of the demised partner may come into the partnership concern and continue the partnership business.

23. That if the partners agree, they may introduce new partner or partners and the incoming partner or partners will have to abide by the terms and conditions of this deed.

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

25. That the simple interest at the rate of 12% (Twelve) per annum as prescribed under section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in Income tax Act, Shall be payable to the partners by the firm on the account standing to the credit of account of the partners. in case of loss or lower income the rate of interest can be lower than 12% or even nil as may be agreed by the between the

1. Prakash Kumar Pradhan
2. Rajesh Kumar Singh
3. Anil Kumar Tewari



partners. the partners by mutual consent shall be entitled to modify the above terms relating to interest to partners.

IN WITNESS WHERE OF Partners have put their signatures on the day month and year mentioned above.

Signatures of Partners

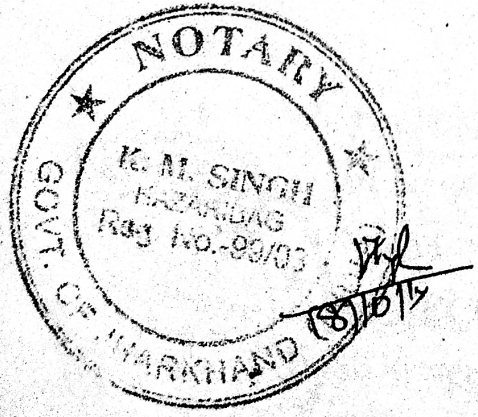
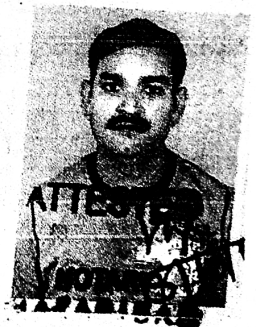
1. Prakash Kumar Prakash



2. (Rajesh) Kumar Sinla



3. Anil Kumar Tiwari



Identified deponent / executor witness who signed / put RTI to my presence

[Signature]
18/11/23