

16792

IV 2297



46

13

झारखण्ड JHARKHAND

46

A 717062

Saraswati Infra Enterprises Pvt Ltd  
Shweta Tiwary  
23-6-11  
Managing Director

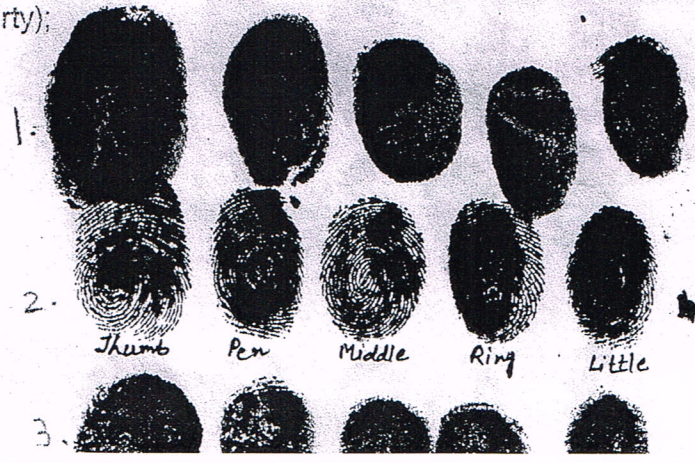
*[Handwritten signature]*  
23/6/2011  
DEED OF PARTNERSHIP



THIS DEED of Partnership is made at Ranchi on this 23<sup>rd</sup> day of June Two thousand eleven and between M/S Saraswati Infraenterprises Private Limited (Company Registration No U52341JH2011PTC014720 through its Managing Director Mrs. Shweta Tiwary w/o Krishna Kant Tiwary) having registered office at B/1627, Sector -2, Dhurwa, Ranchi. (Hereinafter to be called the First Party);



2 Rama Rakesh  
23/6/11  
Dinesh Kumar  
23/6/2011



Mr. Rana Rakesh Bahadur age about 36 years, S/o Sri Indra Mani Singh, Res. Of B-488, Sector 2, HEC Colony, Dhurwa, Ranchi (Hereinafter to be called the Second Party)

And

Mr. Dinesh Kumar aged about 47 years, son of Late Ram Chandra Singh resident of Patei Nagar, Near NIFFT, Hatia, Ranchi, Jharkhand (Hereinafter to be called the Third Party).

WHEREAS the parties to this deed have been carrying on the business of Construction of Building, Development of Land and other Civil Construction like Road, Bridge, development of township etc under the name and style of **M/S. PRAYAS DEVELOPERS** with its principal place of business at 101 Krishna Tower, Main Road Hinoo, Ranchi on the terms and conditions incorporated in the Partnership Deed executed on 23<sup>rd</sup> day of June Two thousand eleven.

AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst themselves as aforesaid;

AND NOW WHEREAS the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since 17th day of June Two thousand

Dinesh Kumar  
23/6/11

Rana Rakesh  
23/6/11

Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11

eleven and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding.

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid amendment/ alteration in the terms and conditions of the partnership:

1. That the partnership business has been and shall continue to be carried on under the name and style of **M/S PRAYAS DEVELOPERS**.
2. That the partnership business has been and shall continue with its principal place of business at 302 Krishna Tower, Main Road Hinoo, Ranchi. The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time.
3. That all the Partners shall contribute capital investment proportionate to profit sharing ratio. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners.
4. That interest at the rate of 18% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961

3 Dimesh Kumar  
23/6/11

2 Rana Rakesh  
23/6/11

Sarawati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11  
Managing Director

or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

Dinesh Kumar  
23/6/11

Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

Rana Rakesh  
23/6/11

5. That all the partners have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11  
Managing Director

The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act,

1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion:

- A. M/S Saraswati Infraenterprises Pvt. Ltd. 33.34 per cent of such amount
- B. Mr. Rana Rakesh Bahadur 33.33 percent of such
- C. Mr. Dinesh Kumar 33.33 percent of such

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

6. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

Dinesh Kumar  
23/6/11

Rana Rakesh  
23/6/11

Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11  
Managing Director

7. The partners are free to do any other business without restriction of the firm, however if the partners shall take consent of other partners, if want to do the same business parallel to the firm.

8. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

9. That the partnership has been and shall be a partnership at will.

10. 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:

3 Dimish Kumar  
23/6/11

2 Rana Rakesh  
23/6/11

1 Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11  
Managing Director

Sr. No.	Name of Party	Share
1	M/S Saraswati Infraenterprises Private Limited	33.34 per cent
2.	Mr. Rana Rakesh Bahadur	33.33 percent
3.	Mr. Dinesh Kumar	33.33 per cent

Dinesh Kumar  
23/6/11

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

11. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated jointly by all the partners.

12. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

Rana Rakesh  
23/6/11

Saraswati Infra Enterprises Pvt. Ltd.  
Shweta Tiwary  
23-6-11  
Managing Director

13. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

Dimesh Khera  
23/6/11

14. Admission of partner or partners shall be with the consent of all the partners of the \_\_\_\_\_ firm.

Rana Rakesh  
23/6/11

15. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves. \_\_\_\_\_

Shweta Tiwary  
23-6-11  
Managing Director

16. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

Saraswati Infra Enterprises Pvt. Ltd.



17. That the partners to this deed are partners in their individual capacity or representative Mrs. Shweta Tiwary, Managing Director of the Company M/s. Saraswati Infraenterprises Private Limited.

18. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

That all the parties shall not be liable to any criminal action for the business or working of the partnership firm or for the acts of the other partners or its employees or its representatives for and on behalf of or on account of the partnership firm or for the purposes of the partnership firm. The

3 1 Shweta Tiwary  
23/6/11

2 Rana Rakesh  
23/6/11

Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11  
Managing Director

said partners shall not be liable for any liability, civil or criminal, against the partnership firm or other partners.

That the said partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees or authorised representatives of the firm under the Income-tax Act, Customs Act, Foreign Exchange Regulation Act, Sales tax Laws or other Central or State Acts, laws, Rules or Regulations.

19. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

20. That all disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

Dimesh Kumar  
23/6/11

Rana Rakesh  
23/6/11

Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11  
Managing Director

IN WITNESS WHEREOF the parties to this deed have set their hands  
on the day and year first above written and in the presence of:

Saraswati Infra Enterprises Pvt. Ltd.

Shweta Tiwary  
23-6-11

First Party

Managing Director

Rana Rakesh  
23/6/11

Second Party

Dinesh Kumar  
23/6/11

Third Party

WITNESSES;

1. दीपेन्द्र कुमार  
पिता - देवेंद्र कुमार
2. आलोक कुमार  
पिता - राम प्रताप प्रसाद  
दिनू राँची

Typed By

Ali Photograph Affix And Thumb Imperssion & Finger Prints

in My Present

Reshma Rani  
Advocate  
23/6/11

Drafted by

Reshma Rani  
Advocate  
23/6/11



निबंधन विभाग, झारखंड  
रांची  
जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token Date/Time: 23/06/2011 14:35:48

Form No: 94

Document Type	Partnership	Presenter	Shweta Tiwary	Date of Entry	23/06/2011
Presenter Name & Address	B/1627 Sector -2 Dhurwa Ranchi	DOE		Total Pages	28
Stampable Doc. Value	0	Stamp Value	100	Book	IV
Document Value	0	Serial No.		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
--------	--------	---------	-------	---------	---------	-----------	------	----------	------	------------

## Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
---------------	---------	-----	-------	----------	------	------	--------

## Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	FIRST PARTY	M/S Saraswati Infraenterprises Pvt. Ltd. Thro M. Director	Shweta Tiwary W/O Krishna Kant Tiwary	Business	Other	Not Req.	b/1627 sector -2 dhurwa ranchi
2	Party	Rana Rakesh Bahadur	Indra Mani Singh	Business	Other	Not Req.	b-488 sector-2 h.e.c. colony dhurwa ranchi
3	Party	Dinesh Kumar	Late Ram Chandra Singh	Business	Other	Not Req.	patel nagar near nift hatia ranchi
4	Identifier	Alok Sharan Prasad	Ram Pratap Prasad	Business	Other	Not Req.	shukla colony hinoo ranchi

## Fee Details:

SN	Description	Amount
1	DD	1,000.00
2	SP	420.00
Total		1,420.00

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

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

बने लालिवाटी के राना रमेश बहादुर के द्वारा इंफॉर्म फॉर्म का दस्तावेज 23-6-11 ने इस दस्तावेज के निष्पादन को मेरे समक्ष

उपर्युक्त

स्वीकार किया

जिसकी

पहचान

निवासी

आलोक शरण प्रसाद पिता

राम प्रताप प्रसाद

पेशा

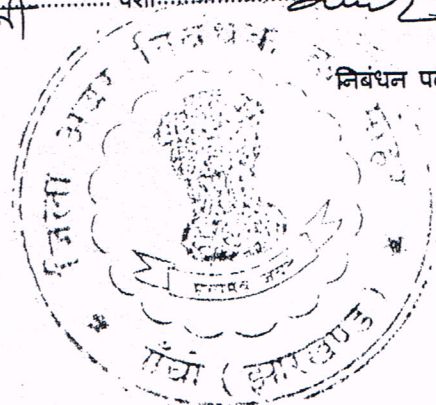
शुक्ला कॉलोनी

ने की।

निबंधन पदाधिकारी का हस्ताक्षर

Shweta Tiwary  
23-6-11Rana Rakesh  
Dinesh Kumar

Alok Prasad





निबंधन विभाग, झारखंड  
रांची

Token No.94 Token Date: 23/06/2011 14:35:48

Serial/Deed No./Year :16792/2297/2011

Deed Type: Partnership

SN	Party Details	Photo	Thumb
1	<b>M/S Saraswati Infraenterprises Pvt. Ltd. Thro M. Director</b> Father/Husband Name:Shweta Tiwary W/O Krishna Kant Tiwary (FIRST PARTY) b/1627 sector -2 dhurwa ranchi		
2	<b>Rana Rakesh Bahadur</b> Father/Husband Name:Indra Mani Singh (Party) b-488 sector-2 h.e.c. colony dhurwa ranchi		
3	<b>Dinesh Kumar</b> Father/Husband Name:Late Ram Chandra Singh (Party) patel nagar near nifft hatia ranchi		
4	<b>Alok Sharan Prasad</b> Father/Husband Name:Ram Pratap Prasad (Identifier) shukla colony hinoo ranchi		

Book No. IV  
Volume 52  
Page 407 To 434  
Deed No 16792/2297  
Year 2011  
Date 23/06/2011 15:45:13

District Sub Registrar

Signature of Operator