

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

Handwritten notes on the left margin: (1) K. K. Prasad, (2) K. K. Prasad, (3) K. K. Prasad. A vertical stamp on the left reads 'AUTHORISED UNDER ACT 1962 AND NOT 1956 BY GOVT. OF JHARKHAND'.

राजखण्ड JHARKHAND

DEED OF PARTNERSHIP

02AA 227068

THIS DEED OF RECONSTITUTED PARTNERSHIP executed on this the 1ST day of April 2010 AMONGST (1) Shri SUJIT KUMAR MISHRA son of Shri GUNESHAWAR MISHRA hereinafter called and referred to as the FIRST PARTY; (2) Shri SUDHIR KUMAR MISHRA son of Shri GUNESHAWAR MISHRA, hereinafter called and referred to as the SECOND PARTY, (3) Smt. RAJNI MISHRA, wife of Shri Sudhir Kumar Mishra, hereinafter called and referred to as the THIRD PARTY AND (4) Smt. AARTI MISHRA, wife of Shri Sujit Kumar Mishra, hereinafter called and referred to as the FOURTH PARTY, all residents of L. N. MISHRA COLONY, ITKI ROAD, Ranchi, P.O. Hehal, P.S. Sukhdeo Nagar, District Ranchi, in the State of Jharkhand, all by faith Hindu, by occupation business, WITNESSETH AS UNDER:

The terms FIRST PARTY, SECOND PARTY, THIRD PARTY & FOURTH PARTY, hereto, shall include unless excluded by repugnant to the subject for context to these presents, their respective heirs, executors, successors-in-interest and assignees.

WHEREAS the FIRST PARTY ,SECOND PARTY and FOURTH PARTY have been doing contractor's business in partnership alongwith Shri NRIPENDRA KUMAR son of Shri Ram Sewak Singh, in pursuance of Deed of Partnership dated 10th April 2003, as amended from time to time, under the name and style as **M/S. S. K. MISHRA & SONS**, with it's Head Officer at L.N. Mishra Colony, Itki Road, Ranchi, in the State of Jharkhand .

AND WHEREAS, Shri NRIPENDRA KUMAR have expressed their desire to retire from partnership due to their personal reasons and the parties hereto agreed for their retirement.

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[1]

AND WHEREAS remaining partners decided to induct Smt. RAJNI MISHRA in place of retiring partner Shri NRIPENDRA KUMAR.

AND WHEREAS as a result of the retirement of Shri NRIPENDRA KUMAR and also induction of Smt. RAJNI MISHRA as new partners, it has become expedient to reconstitute the partnership to carry on the business smoothly.

AND WHEREAS in the mutual interest of the parties, hereto, it has been agreed upon that the terms and conditions mutually settled be incorporated in a properly drawn Deed of Partnership to avoid future disputes and differences.

IT IS, THEREFORE, AGREED AS UNDER:

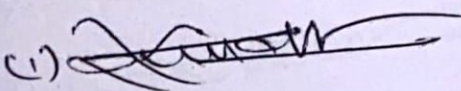
1. That the name and style of the Firm shall be and continue to be **M/S. S. K. MISHRA & SONS** with all the Parties, aforementioned, as its Partners.
2. That the Head Office of the firm shall be situated at L. N. MISHRA COLONY, ITKI ROAD, Ranchi, District Ranchi, in the State of Jharkhand.
3. That the constitution of the partnership Firm shall be deemed to have commenced from the 1st day of April 2010. The Parties hereto further agreed to carry on the Partnership business in future on the terms and conditions laid down herein.
4. That the Firm shall carry on the business of all types of contract work and/or such other item or items as may be decided by the partners from time to time and/or any other business or businesses as may be agreed upon by the parties from time to time.
5. That the capital of the firm shall be contributed by the parties hereto, as and when required as per their convenience and as mutually settled among themselves from time to time.
6. That the parties, hereto, shall share the Profit and/or Loss in the following Proportions:

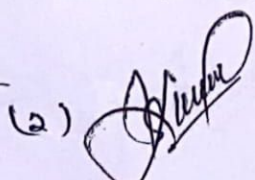
FIRST PARTY	:	25%
SECOND PARTY	:	25%
THIRD PARTY	:	25%
FOURTH PARTY	:	25%

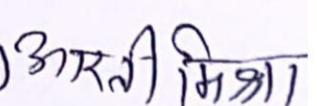
7. That the parties, hereto, shall be entitled to interest on their capital @ 12% or at a rate as may be decided by them from time to time keeping in view the Provisions of Income-Tax Act and/ or Profit earned by the Firm.
8. That the partners of the First Part, Second Part, Third part and Fourth part hereto, being the Partners shall be entitled to remuneration. However, the total amount of remuneration shall not exceed the amount allowable as per the Provisions of Section 40(b)(v) of the Income Tax Act, 1961.

PROVIDED that the quantum of Remuneration may be increased/or decreased in accordance to the profit earned by the Firm, by mutual consent of the parties hereto, as and when required for.

[2]

(1) 

(2) 

(3) Rajni Mishra (4) 



PROVIDED FURTHER that in case of amendment of the Provision of the section 40(b)(v) of the Income-Tax Act, 1961, this Provision be modified considering the amendment.

PROVIDED FURTHER that in case of Loss no Remuneration shall be paid.

9. That the accounts of the Firm shall be finalized on 31st March of every year, and at the end of each accounting period the Final Accounts of the Firm shall be prepared and the resultant net profit and/ or loss shall be divided between the Partners as mentioned in Clause 6 (Six) of this Deed of Partnership.
10. That the Head Office of the Firm shall be located at L.N. Mishra Colony, Itki Road, Ranchi, District Ranchi, in the State of Jharkhand and with any other Branch Office/ Offices at such other place or places as may be agreed among the Parties.
11. That the management of the affairs of the Firm shall be the responsibility of ALL the Parties. The parties, hereto, shall have severally sole and exclusive authorities to represent the Firm. The said right and authority shall include the right to take orders, to sign agreements, to receive payments and give valid discharge, to take representation, to lay claims, to prefer to Arbitration and Legal Proceedings, to operate Bank Account or Accounts including issue of cheques.

PROVIDED that if it is deemed necessary to execute one or more Power of Attorney or Attorneys the same shall be executed by any one of the partners with the mutual consent of all the partners without any let or hindrance.

12. That the Firm shall be entitled to raise loan or loans from its partners, Government or Semi-Government or Financial Institutions or Banks (Scheduled & Nationalized) or any Private Financial Institutions, Relatives and Friends, etc. However, the loan so raised shall not be utilized by any of the partners hereto for their personal purposes.
13. That proper books of accounts shall be maintained recording therein all the transactions of the Firm as and when they occur. Such books shall be kept at the office of the Firm and shall not be removed from the office except on Firm's requirement or with the consent of the other Partners.
14. That the Partnership shall be Partnership "AT WILL" and any partner may retire or withdraw from the partnership after giving one calendar month's notice in writing to the other partner of his intention to do so. And the partnership constituted vide this Deed of Partnership shall be continued by the remaining partners without any let or hindrance from the retiring partner.
15. That each partner shall be liable, personally, for his personal debts, liabilities and in case of any funds of the partnership being utilized for personal purposes by any of the partners, they shall be liable to make good the amounts so utilized, to the Firm.

16. That in case of death of any of the partners hereto the Firm shall not be ipso-facto dissolved. The surviving partners shall have right to continue the business in partnership with the legal heir or heirs of the deceased partner, if he/she/they so desire, otherwise the business will be continued by the surviving partners.

[3]

(3) Rajni Mishra (4) 3/11/12/12



17. That any dispute or differences that may arise among the parties hereto relating to the Partnership Business and which cannot be mutually settled, shall be referred to Arbitration and be Governed by the Provisions of Indian Arbitration Act, 1940, as amended from time to time.
18. That save in so far as the terms and conditions of the Partnership are specifically provided herein, the terms and conditions will be governed by the Provisions of Indian Partnership Act, 1932, as amended from time to time.
19. That the terms and conditions laid down herein may be altered added to or amended by mutual agreement among the partners as and when it feels necessary.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE AFFIXED their signatures these presents, the day and year first mentioned above.

WITNESSES

1. Sudhansu pd Singh
2. Himansu pd Mishra

SIGNATURE OF THE PARTIES

FIRST PARTY :

[Signature]

SECOND PARTY :

[Signature]

THIRD PARTY :

Rajni Mishra

FOURTH PARTY :

अरुण मिश्रा

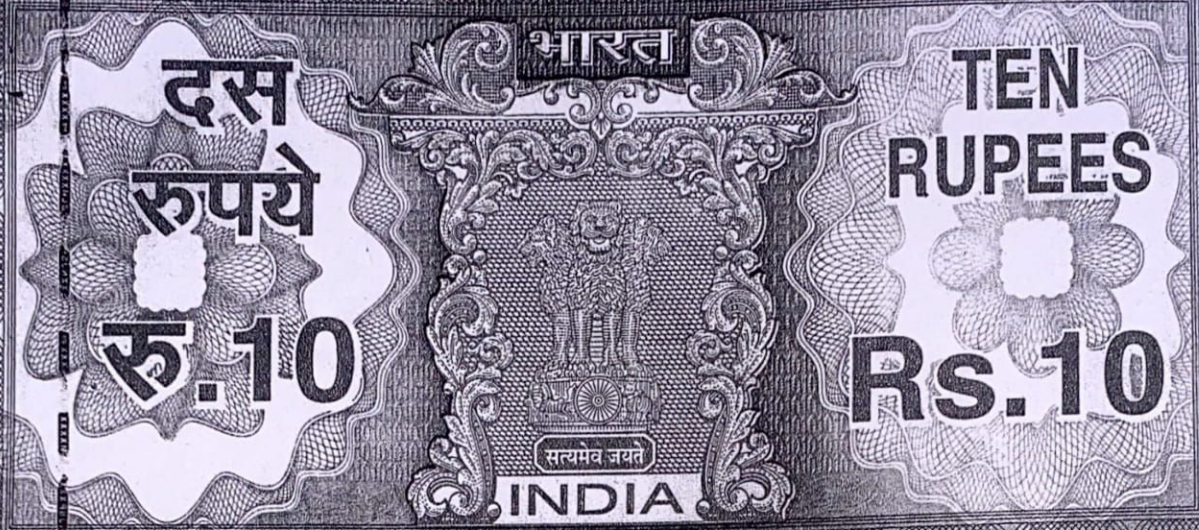
14 DEC 2012



NOTARY PUBLIC. RANCO

Signature Attested on
Identification Verification
of signatory

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

झारखण्ड JHARKHAND

01AA 364244

Copy of Resolutions at the meeting of the partners of the Partnership Firm

held on 31st March'2010 at the Registered Office of the Firm.

Resolved that Mr. Nripendra Kumar one of the partner of the firm have expressed their desire to retire from partnership due to their personal reasons, and all the remaining partners agreed for his retirement.

Further Resolved that the partnership deed shall be reconstituted with the effect of retirement of Mr. Nripendra Kumar.

Witnesses:

1. अजय सिंह

2. [Signature]

[Signature]
(Retiring Partner)

(Existing Partner)

1. [Signature]
2. अरुण मिश्रा
3. Rajni Mishra
4. [Signature]