

झारखण्ड JHARKHAND

B 961796

THIS DEED OF PARTENERSHIP MADE ON THIS TWENTY SECOND DAY OF  
JULY TWO THOUSAND SIXTEEN

AMONGST

RAJESHWAR KUMAR, Son of Late Jitendra Prasad Singh, resident of 403, Chitra-Karuna Apartment, Bariatu Housing Colony, P.O & P.S- Bariatu, in the town of Ranchi, by religion Hindu, by nationality Indian, hereinafter called and referred to as the "FIRST PARTY" of the "FIRST PART"

And

SURENDRA KUMAR GUPTA, Son of Sri Jagdish Prasad Sah, resident of Anand Viah, P.O-Booty, P.S-Sadar, in the town of Ranchi, by religion Hindu, by nationality Indian, hereinafter called and referred to as the "SECOND PARTY" of the "SECOND PART"

And

ANAND KUMAR, Son of Late Shyamjee Thakur, resident of 2K/17, Bariatu Housing Colony, P.O & P.S- Bariatu, in the town of Ranchi, by religion Hindu, by nationality Indian, hereinafter called and referred to as the "THIRD PARTY" of the "THIRD PART"

And

PRADEEP KUMAR, Son of Sri Chandrma Singh, resident of RAMLILA MATHIA, Near Bus stand, Daroga Rai Chowk, in the town of Chapra, by religion Hindu, by nationality Indian, hereinafter called and referred to as the "FOURTH PARTY" of the "FOURTH PART"

*Rajeshwar Kumar*

*Surendra Kumar Gupta*

*Anand Kumar*

*Pradeep*



The above expression "FIRST PARTY" , "SECOND PARTY" , "THIRD PARTY" and "FOURTH PARTY" shall unless excluded by repugnant to the context or subject mean and include their respective heirs, executors administrative, legal representatives, successors and assigns.

WHEREAS 1<sup>st</sup> Party was carrying on the business of builders and contractors in the name and style of "M/S YOGIRAJ ESTATES" along with Ranjita Singh in terms of Partnership Deed dated 22<sup>nd</sup> July 2010.

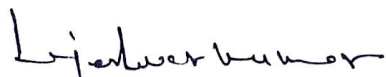
AND WHEREAS Ranjita Singh decided to retire from partnership and tendered her resignation in term of clause (15) of partnership deed dated 22<sup>nd</sup> July 2010.

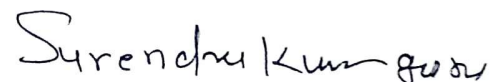
AND WHEREAS the business of the firm is steadily increasing and it is not possible for 1<sup>st</sup> Party to carry on the said business smoothly & economically and as such approached to 2<sup>nd</sup> , 3<sup>rd</sup> and 4<sup>th</sup> Parties and they readily accepted the offer of the 1<sup>st</sup> Party to join hands in the said firm with effect from 22<sup>nd</sup> day of July, 2016.

AND WHEREAS the 1<sup>st</sup> , 2<sup>nd</sup> , 3<sup>rd</sup> and 4<sup>th</sup> parties decided to carry on partnership business on and from 22<sup>nd</sup> July 2016 by entirely transferring and delivering the Properties, Assets, Liabilities, Licenses, Concessions, Right and all other Right & Privileges including Goodwill and all other Assets in business of the old firm to the new firm hereby reconstituted.

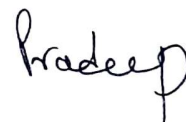
AND WHEREAS the parties to this indenture are now desirous to draw up this deed of partnership by the definite declaration of shares, interest, rights, privileges, duties ,responsibilities and obligations of each of the partners, hereof in writing under a proper deed and to record the terms and conditions of the said partnership in order to safeguard their respective rights and interests against any future misunderstanding, disagreements and disputes between themselves or to their heirs and successors interest during the continuation or at the termination of partnership in relation to any matter whatsoever touching the said partnership affairs and desirous of recording the extent,manner terms and conditions under which the said partnership shall be carried on herein after in good faith.

NOW THIS INDENTURE WITNESS and the parties hereto mutually agree and covenant to continue to be partners in the said business on the terms and conditions and stipulations hereinafter expressed that is to say:-









The above expression "FIRST PARTY" , "SECOND PARTY" , "THIRD PARTY" and "FOURTH PARTY" shall unless excluded by repugnant to the context or subject mean and include their respective heirs, executors administrative, legal representatives, successors and assigns.

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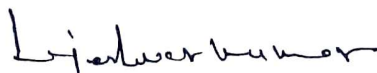
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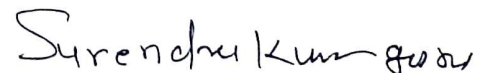
AND WHEREAS the business of the firm is steadily increasing and it is not possible for 1<sup>st</sup> Party to carry on the said business smoothly & economically and as such approached to 2<sup>nd</sup> , 3<sup>rd</sup> and 4<sup>th</sup> Parties and they readily accepted the offer of the 1<sup>st</sup> Party to join hands in the said firm with effect from 22<sup>nd</sup> day of July, 2016.

AND WHEREAS the 1<sup>st</sup> , 2<sup>nd</sup> , 3<sup>rd</sup> and 4<sup>th</sup> parties decided to carry on partnership business on and from 22<sup>nd</sup> July 2016 by entirely transferring and delivering the Properties, Assets, Liabilities, Licenses, Concessions, Right and all other Right & Privileges including Goodwill and all other Assets in business of the old firm to the new firm hereby reconstituted.

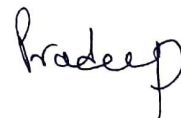
AND WHEREAS the parties to this indenture are now desirous to draw up this deed of partnership by the definite declaration of shares, interest, rights, privileges, duties ,responsibilities and obligations of each of the partners, hereof in writing under a proper deed and to record the terms and conditions of the said partnership in order to safeguard their respective rights and interests against any future misunderstanding, disagreements and disputes between themselves or to their heirs and successors interest during the continuation or at the termination of partnership in relation to any matter whatsoever touching the said partnership affairs and desirous of recording the extent,manner terms and conditions under which the said partnership shall be carried on herein after in good faith.

NOW THIS INDENTURE WITNESS and the parties hereto mutually agree and covenant to continue to be partners in the said business on the terms and conditions and stipulations hereinafter expressed that is to say:-











1. The name of the firm shall continue to be "M/S YOGIRAJ ESTATES "

2. The Head Office of the partnership business shall be at Ruby Complex, Booty More, Hazaribagh Road P.O. Booty P.S. Sadar , Ranchi and the said office may be shifted to any other place or places or any other branch may be opened at any place or places as the partners may from time to time determine.

3. The partnership business shall be deemed to have commenced on and from the Twenty Second day of July Two Thousand Sixteen and shall be continued until terminated by any of the partner giving one month's notice in writing to the other partners or under the provisions hereinafter stated.

4. The main object of the partnership business shall be to carry on the business of Builders, Contractors, Dealers in and manufacturers of Prefabricated and Pre cast houses, buildings and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets or other buildings residential or commercial and to carry on the business of contractor for civil, Mechanical, Electrical, Structural, Labour, Building, Transport, Engineering and all other types of contracts and taking up the control or management of any business whatsoever and to carry on other business of super stockiest, C&F agency, Distributors, Suppliers of Industrial and other Consumer products. But if the partners so like and mutually agreed upon they may do any other business if thought necessary and beneficial to the firm.

5. The capital of the partnership business shall be the amount as contributed by the partners by way of investments, interest, remuneration and share of profit.

6. That the partners will be entitled to simple interest @ 12 % p.a. on capital stated in clause no. 5. The rate of interest may be varied from time to time by mutual consent of the partners.

7.(a) That all the parties are working partners and will be entitled to remuneration of Rs 36,00,000 p.a. But the amount of remuneration shall not exceed the amount computed as under :

On the first Rs 3,00,000 of the book profit At the rate of 90 %

On the balance of book profit At the rate of 60 %

*Signature*

*Surendra Kumar Gupta*

*Signature*

*Pradeep*

s(b) That the amount of remuneration as worked out above shall be shared by all the parties as follows:

1. Rajeshwar Kumar : 30% (Thirty Percent)
2. Surendra Kumar Gupta 30% (Thirty Percent)
3. Anand Kumar : 20% (Twenty Percent)
4. Pradeep kumar : 20% (Twenty Percent)

(c) However the parties may by mutual consent reduce the amount of remuneration or may not charge any remuneration in case of inadequacy of book profit. The parties may also by mutual consent increase or reduce the total amount of remuneration to the working partners if so provided under the Income Tax Law at the relevant time.

8. That the net profit or loss of the firm after charging interest on capital and remuneration to partners will be divided by the partners as follows:

1. Rajeshwar Kumar : 30% (Thirty Percent)
2. Surendra Kumar Gupta : 30% (Thirty Percent)
3. Anand Kumar : 20% (Twenty Percent)
4. Pradeep kumar : 20% (Twenty Percent)

9. That First Party and any one of the other parties, shall jointly be entitled to open and /or operate bank or banks accounts on behalf of the partnership and to do all other act or acts for the betterment of the partnership business.

10. That all the parties, who are working partners, shall jointly or severally, have right and power on behalf of the partnership firm to deposit and withdraw any security and any other amount, to enter into or make sign and do all such agreements, contracts, work, orders, vouchers, documents and other necessary papers, to receive all payments and grant valid receipts and discharge thereof, to raise loans from bank or banks to appoint and discharge necessary staffs, to file suits or take such other legal action or actions as may be considered necessary, to submit disputes, if any, to arbitration, to appoint agents and give them power or powers, general or special as may be necessary and to do all other acts as may be considered proper and suitable in the interest of the firm.

11. The account of the partnership business shall be adjusted and closed on 31<sup>st</sup> March every year. The partners shall be entitled to draw such sums from time to time as they mutually agree upon and the amounts so drawn shall be debited to their respective capital account. The amount of drawing may be varied from time to time by mutual consent of the partners and according to the capacity of the business.

Rajeshwar Kumar

Surendra Kumar Gupta

Anand Kumar

Pradeep



12. Proper books of accounts shall be kept by the parties hereto and entries shall be made therein of all such matters, transactions and things as are usually written and entered in the books of account kept by the person engaged in concern of similar nature and all such books together with all security, letters and other things belonging to or concerning the said partnership shall be kept by the partners at the office of the partnership business. Each partner shall have free access to inspect, examine and have copy of the same when ever he shall think fair.

13. That the partners shall punctually pay and discharge their separate debts, liabilities and commitments and shall keep the partnership effectually indemnified against the same. Similarly the partners shall also be indemnified for the work done by them on behalf of the partnership in the usual course of the business and good faith.

14. That the parties herein above may by mutual agreement admit new partner or partners in the firm on such terms and conditions as may be agreed among them from time to time.

15. That the duration of the co-partnership business shall be at will and any partner may retire from this co-partnership by giving one month's notice to the remaining partner of the firm. In such eventuality of retirement the retiring partner shall be entitled to receive back his credit balance as will be found to appear in the firms books together with all profits in proportion to his share upto the day of his retirement and the said retiring partner shall in the like manner be responsible for payment of all debit balance as will be found to appear in the firm's books of account to be debited to the said retiring partner with all losses in proportion to his share in the partnership upto the day of such retirement.

Be it expressly noted here that at the time of adjusting the account of the retiring partner no value shall be ascribed to the goodwill of this partnership business and it is agreed by and among the partners that the remaining and/or continuing partner shall be at liberty to carry on the business under the name and style of "M/S YOGIRAJ ESTATES"

16. That in the case of death, insolvency or insanity of any of the partner the business of the firm shall not be discontinued rather the business of the firm shall be continued to be carried on by the remaining partners along with the legal heirs or legal representatives of the deceased partner if they so like and in case they are not willing to become and continue as partner, the balance of the deceased partner along with share of profit till date of death shall be returned/refunded to the legal heir or legal representative of the deceased as per the

*Lijesh Kumar*

*Surenchri Kumar*

*Anand Kumar*

*Pradeep*

availability of fund with the firm.

17. That all matters in dispute between the parties arising out of these presents of relating to the partnership business including the values of the partnership assets and determining there of and the meaning of the construction of these presents shall be referred to the arbitration of independent persons . One to be appointed by each partner to the dispute and in the case of difference between the arbitrators then to an umpire to be nominated by the arbitrators before entering on the arbitration. The provisions of the Indian Arbitration Act,1940 as amended upto date shall apply to such arbitration.

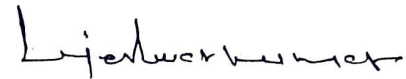
18. That all provisions of Indian Partnership act,1932 so far as those not have been varied to this deed shall apply to this partnership.

IN WITNESS WHEREOF the said parties to these presents have hereunto set and subscribed their respective hands on the day , month and year above first mentioned.

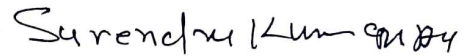
SIGNED AND SEALED AND DELIVERED  
AT RANCHI IN THE PRESENCE OF  
WITNESS

1. Rajita Singh  
W/o Rajeshwar Kumar  
403, Chitra Karuna Apt.  
Bariata Housing Colony, Ranchi
- 2.

Sanjay Kumar  
S/o Late Dinesh Ch. Jha  
8/1 University Colony  
Bariata, Ranchi



PARTNER OF THE FIRST PART



PARTNER OF THE SECOND PART



PARTNER OF THE THIRD PART



PARTNER OF THE FOURTH PART