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भारतीय गैर न्यायिक

पचास
रुपये
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FIFTY
RUPEES
Rs.50

भारत

INDIA

INDIA NON JUDICIAL

झारखण्ड JHARKHAND



DEED OF PARTNERSHIP

08/12/2010

THIS DEED of Partnership is made at Ranchi on this 7th day of December, 2010 by and between: Shri Deepak Khosla, aged about 37 years, son of Shri Vishwas Mitra Khosla (PAN: AUGPK9385A) ^{by religion - Hindu} resident of Shreya Bhawan, Bidya Nagar, Road No. 3, Flat No. 001, Thane Sukhedoo Nagar, Dist. Ranchi, Jharkhand (Hereinafter to be called the First Party); Shri Amit Kumar Mahli ^{Late} aged about 31 years, son of Shri Jathuva Mahli (PAN: AQBPM7842B) resident of Obaria Road, Hatia, Ranchi, Jharkhand (Hereinafter to be called the Second Party) Shri Hemanta Singh Munda aged about 25 years, son of Shri Pratap Singh Munda (PAN: AUMPM9707C)

DARPAN CONSTRUCTION

Hemant Partners

1. Deepak Khosla

2. Amit Kumar Mahli

3. Hemanta Singh Munda

6/12/2010



Index

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resident of Village Kadru Dela Toli, Thana : Ashok Nagar, Ranchi, Jharkhand
(Hereinafter to be called the Third Party).

WHEREAS the parties to this deed have been carrying on the business of Builder, Developer, Contractor and Real Estate Business under the name and style of **M/s. Darpan Construction** with its principal place of business at **Obaria Road, Hatia, Ranchi, Jharkhand** on the terms and conditions incorporated in the Partnership Deed executed on 1st day of December, 2010.

AND WHEREAS vital amendments have been made by the Finance Act, 1992 in the procedure for assessment of firm. Consequent to the said amendment, the parties to this deed had a meeting and have orally and mutually agreed to amend and alter some of the terms and conditions contained in the aforesaid partnership deed with effect from 1-4-1992.

Hemant Singh Muralei
B/12/2000

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;

Amit K. Mishra
01/08/10

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 2010 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:

Deepak Khosla

DARPAN CONSTRUCTION

Hemant
Partners

1. That the partnership business has been and shall continue to be carried on under the name and style of **M/s. Darpan Construction**.
2. That the partnership business has been and shall continue with its principal place of business at **Obaria Road, Hatia, Ranchi, Jharkhand**. 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 the amount lying to the credit of the partners as on 1-12-2010 shall be deemed as their capital investment. 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 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.

Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before

Deepak Khosla

DARPAN CONSTRUCTION

Hemant
Partners

Hemant Singh Munda
07/12/2010

Amit K. Munda
08/10/10

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.

5. That Shri Deepak Khosla , Shri Amit Kumar abd Shri Hemanta Singh Munda the parties of the first, second and third parts 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.

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. | Shri Deepak Khosla | 1/3 rd of such amount |
| B. | Shri Amit Kumar Mahli | 1/3 rd of such amount |
| C. | Shri Hemanta Singh Munda | 1/3 rd of such amount |

Deepak Khosla
8/12/10

Hemanta Singh Munda
8/12/10

Amit Kumar Mahli
8/12/10

DARPAN CONSTRUCTION

Hemanta
Partners

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.
7. 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.
8. That the partnership has been and shall be a partnership at will.
9. 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:

Deepak Khosla

8/12/10

DARPAN CONSTRUCTION

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Partners

Hemanta Singh Munde
8/12/2010

Anil K. Munde
08/12/10

Sr. No.	Name of Party	Share in profits
1.	Shri Deepak Khosla	1/3 rd
2.	Shri Amit Kumar Mahli	1/3 rd
3.	Shri Hemanta Singh Munda	1/3 rd

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

10. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated jointly by the partners.
11. 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, outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.
12. 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

Deepak Khosla

8/12/10

DARPAN CONSTRUCTION

Hemant
Partners

Hemanta Singh Munda
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Amit Kumar Mahli
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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.

13. 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 therefor and may set in such manner with regard thereto as may be agreed upon by and between themselves.
14. 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.
15. 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.

Deepak Khosla

8/12/2010

Hemanta Singh Munda
8/12/2010

Amit K. M. M. M.
08/12/10

DARPAN CONSTRUCTION

Hemant
Partners

That all the parties shall 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. All the partners shall 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.

18. 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.
19. 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,

Deepak Khosla

8/12/10

DARPAN CONSTRUCTION

Hemant
Partners

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Hemanta Singh munda
8/12/2010

shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

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:

First Party

Deepak Khosla
8/12/2010

Second Party

Amit K. Mahla
8/12/2010

Third Party

Hemanta Singh Munda
8/12/2010

WITNESSES;

1.

Alok Sharan Prasad
S/O SH. RAM PRATAP PRASAD
SHUKLA COLONY, HINDO, RANCHI - I

2. Sudaj Kumar

S/O. B.N. Gupta.
Rani Sati main lane.
Ratu Road Ranchi

Drafted by me

Devendra Kumar
Advocate, Ranchi
8/12/10

The thumb impression and Photograph put in my present

Reshma Rani
Advocate
8/12/10

Typed by

मिनी शर्मा

DARPAN CONSTRUCTION

Hemant
Partners



निबंधन विभाग, झारखंड
रांची

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 62

8/12

Token Date/Time: 08/12/2010 12:51:39

Document Type Partnership Presenter Deepak Khosla
Presenter Name & Address Shreya Bhawan Bidya Nagar Road No 3 Flat No 001 Sukhdeo Nagar Ranchi Date of Entry 08/12/2010
Stampable Doc. Value 0 DOE Total Pages 22
Document Value 0 Stamp Value 50 Book IV
Special Type Serial No. CNO/PNO Not Req.

Remarks / Other Details

Property Details:

Anchal	Th.No.	Wrd/Hlk	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
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Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
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Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	FIRST PARTY	Deepak Khosla	Vishwas Mitra Khosla	Business	Other	Not Req.	Shreya Bhawan Bidya Nagar Road No 3 Flat No 001 Sukhdeo Nagar Ranchi
2	Party	Amit Kumar Mahli	Jathuva Mahli	Business	Mahli	Not Req.	Obaria Road Hatia Ranchi
3	Party	Hemanta Singh Munda	Pratap Singh Munda	Business	Munda	Not Req.	Kadru Dela Toli Ashok Nagar Ranchi
4	Identifier	Ashok Kumar Prasad	Ram Sagar Prasad	Business	Other	Not Req.	Kadru Main Road Near Kitchen Home Ranchi

Fee Details:

SN	Description	Amount
1	DD	250.00
2	SP	330.00
Total		580.00

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सागर में इंफ्ट फार्म के अनुरूप डाटा इंट्री की गई है।

दीपक खोसला व अमित कुमार महली ने इस दस्तावेज के निष्पादन को मेरे समक्ष

Deepak Khosla
प्रस्तुतकर्ता का हस्ताक्षर
Amit K. Mahli
डायरेक्टिंग ऑफिसर का हस्ताक्षर
8/12/2010

उपर्युक्त
स्वीकार किया हेमन्ता सिंह मुन्डा
जिसकी
पहचान
निवृत्ति
4-3-20 पेशा ने की।

Deepak Khosla

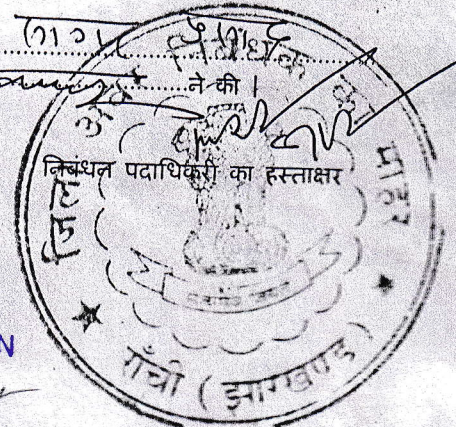
Hemanta Singh Munda

Amit K. Mahli

Ashok Kumar Prasad

DARPAN CONSTRUCTION

Partners





निबंधन विभाग, झारखंड
रांची

Token No.62 Token Date: 08/12/2010 12:51:39

Serial/Deed No./Year :30537/4397/2010

Deed Type: Partnership

SN	Party Details	Photo	Thumb
1	Deepak Khosla Father/Husband Name: Vishwas Mitra Khosla (FIRST PARTY) Shreya Bhawan Bidya Nagar Road No 3 Flat No 001 Sukhdeo Nagar Ranchi		
2	Amit Kumar Mahli Father/Husband Name: Jathuva Mahli (Party) Obaria Road Hatia Ranchi		
3	Hemanta Singh Munda Father/Husband Name: Pratap Singh Munda (Party) Kadru Dela Toli Ashok Nagar Ranchi		
4	Ashok Kumar Prasad Father/Husband Name: Ram Sagar Prasad (Identifier) Kadru Main Road Near Kitchen Home Ranchi		

Book No. IV
Volume 99
Page 409 To 430
Deed No 30537/4397
Year 2010
Date 08/12/2010 17:39:59

District Sub Registrar

Signature of Operator

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Partners