



सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No.	: IN-JH15299895706763R
Certificate Issued Date	: 16-Mar-2019 04:22 PM
Account Reference	: NONACC (SV)/ jh9000104/ RANCHI/ JH-RNC
Unique Doc. Reference	: SUBIN-JHJH900010419753622341255R
Purchased by	: ANIL PRASAD SINGH
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANIL PRASAD SINGH
Second Party	: NA
Stamp Duty Paid By	: ANIL PRASAD SINGH
Stamp Duty Amount(Rs.)	: 10 (Ten only)



.....Please write or type below this line.....



THE CREATORS

[Signature]
Partner
THE CREATORS
[Signature]
Partner

THE CREATORS
[Signature]
Partner

TQ 0011243626

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

25 MAR 2019 9 7



DEED OF PARTNERSHIP

THIS DEED OF ADMISSION OF PARTNERSHIP is executed on this the 23rd day of March, 2019

BETWEEN

(1) **SRI DEEPAK KUMAR BHARTHUAR** son of Late Ram Chandra Prasad, resident of House No. 100, New A.G. Co-operative Colony, Kadru, P.O..Doranda, Distt. Ranchi Jharkhand 834002 (hereinafter called the Partner) of the First Part.

AND

(2) **SRI BINOD KUMAR VARTHUAR** son of Late Ram Chandra Prasad, resident of House No. 53, Old A.G. Co-operative Colony, Kadru, P.O. & P.S. Doranda Jharkhand 834002 (herein after called the Partner) of the Second Part.

AND

(3) **SRI ANIL PRASAD SINGH** son of Sri Rajnandan Singh, R/O. B4, Parwati Niwas, Patel Nagar Harmu, Ranchi P.O: Doranda, P.S Argora, Jharkhand ...(hereinafter called the Partner) of the Third Part.

THE CREATORS

THE CREATORS

Contd.P/2
THE CREATORS


Partner


Partner


Partner



25 MAR 2019

WHEREAS Parties hereto First Part, Second Part and Third Part, mentioned above have come forward for carrying on business in partnership in the name and style of " M/s. **THE CREATORS**" from the **23rd Day of March 2019** under and by virtue of the deed of partnership dated the **23rd Day of March 2019** entered into between them.

The expression the partners hereto of the FIRST PART, SECOND PART and THIRD PART shall unless contrary or repugnant to the context, include their respective heirs executors, legal representatives and administrators of their respective parts.

WHEREAS the partners hereto of the FIRST PART, SECOND PART, AND THIRD PART, mutually agreed to continue the business in partnership and to draw up a written instruments of partnership recording therein the revised terms and conditions under which the said partnership shall be carried on.

NOW THIS DEED OF PARTNERSHIP WITNESSES and it is hereby mutually agreed by and between the partners hereto as under.

1. That the partnership business shall continue to be carried on under the name and style of M/s **THE CREATORS** which may be changed or amended from time to time as per the decision of all the partners.
2. That this partnership business shall be deemed to have commenced on and from **23rd Day of March 2019**.
3. That the Head Office of the Partnership Business shall be at 3rd Floor, RCP Complex, Kadru Road, Ranchi in the state of Jharkhand 834002 in the state of Jharkhand or at such other place or places and in such other name or names as and when the partners so decide.
4. That the duration of the partnership business shall be "AT WILL".
5. That the business of the partnership shall be that of Civil Construction work, Builders and Developers, Supply of

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THE CREATORS

Partner

THE CREATORS

Partner

THE CREATORS

Partner

materials, All kinds of work relating to civil construction and development and doing such other business with mutual consent which is advantageous to partnership business.

6. That the First and Second partners shall contribute capital or arrange for capital for the business and the Third Partner will invest his sweat investment, according to their share or in such other proportion or proportions as all the partners decide from time to time.
7. That the parties hereto shall have the capacity to draw money from the business in such proportion and in such manner as may be agreed upon.
8. That the Bank Account or Accounts shall be opened, with any scheduled bank or banks by mutual consent, in the name of the firm only, which shall be operated by any of the two part to this agreement with joint signature out of three partners.
9. That the partners of the first part to third part shall be the managing partners who shall manage and carry on the business of the partnership to the best of their ability and judgment for the greatest common advantages of all the partners.
10. That the partners of the first part to third part hereto shall have the full authority to represent and act on behalf of the partnership firm before arbitrations, courts, revenue officers, income tax offices, sales tax offices, and any government, semi government, non government offices, private office, firm, company, association, institution department and organization.
11. That the partners of the first part to third part hereto shall be entitled to file a suit or other legal proceedings on behalf of the firm and similarly liable to defend the suits filed against the firm. They may authorize any other person to discharge the duty. If they consider expedient or necessary.
12. That the partners of the first part to third part are authorized jointly to take loan/bank guarantee for firm only from bank and other institution/organization, government or non government and other person and persons.

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THE CREATORS
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Partner

THE CREATORS
[Signature]
Partner

THE CREATORS
[Signature]
Partner

(4)

13. That the partners can be taken in the firm in addition to the existing partners with the written consent of all the continuing partners only.
14. That the assets for the firm can be purchased or sold only after the mutual consent of all the partners.
15. That any party to this partnership deed shall not claim any individual right, title or interest over the assets including any acquired property of the partnership firm.
16. That all the partners with mutual consent shall recruit the manager as well as any other employee of the partnership firm.
17. That all the partners of the firm shall be deemed to be the working partners of the firm and they shall be entitled to remuneration subject to the provisions in the para 18 of this deed.
18. (i) That the yearly remuneration payable to each of the working partner shall be calculated in percentage of income for each accounting period in the following manner.
 - (a) On the First Rs. 3,00,000/- of : At the rate of 90% of the book profit. Book profit
 - (b) On balance of the book profit : At the rate of 60%
- (ii) That the total amount of the remuneration/salary computed as per para 18(1) above shall be divided among the working partners in profit sharing ratio.
- (iii) That for the purpose of above calculation, book profit shall be computed as defined in the explanation 3 to section 40(b) of the income tax Act, 1961 or any other applicable provision as may be enforced for the income tax Assessment of the partnership firm for the relevant accounting period.

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THE CREATORS
 Partner

THE CREATORS
 Partner

THE CREATORS
 Partner

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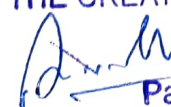
- (iv) That the partners shall be entitled to reduce/alter the above remuneration/salary or may not charges any remuneration/salary in case of inadequacy of book profit. The partners hereto may also agree to revise the move of calculating the above said remuneration/salary by mutual consent from time to time.
- (v) That the remuneration payable to the above said partners shall be credited to their respective account at the close of the accounting period when final accounts of the firm are made up and the amount of remuneration/salary shall fall due to them on determining the same in the manner referred to hereinafter.
- (vi) That the said partners shall be entitled to draw their remuneration/ salary only after the end of the relevant accounting period However, nothing herein contained shall preclude any of the partners from withdrawing any amount standing to the capital and /or current or loan account or his share of profit for the relevant accounting year in such manner as may be decided.

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19. That the necessary capital as well as further fund required for the purpose of the partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partner from time to time.
20. That the net profit or loss of the partnership business as per the accounts maintained by the partners after deducting all the expenses relating to business of the firm including rent, salaries, and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership shall be divided and distributed amongst the partners on the close of the accounting year as under :

- (i) SRI DEEPAK KUMAR : 40 %
BHARTHUAR
- (ii) SRI BINOD KUMAR : 30 %
VARTHUAR

THE CREATORS

Partner

THE CREATORS

Partner

THE CREATORS

Partner

(iii) **SRI ANIL PRASAD** : 30 %
SINGH

21. That the account of the partnership firm shall be property maintained and shall be kept at the place of business and at head office and be open to the inspection of each partner or their duly authorised representatives who shall be titled to take copies thereof.
22. That the partners shall punctually pay and discharge their separate debts, liabilities and commitments and shall keep the partnership effectually against the same. Partners shall meet up their personal liability from their own sources. The firm shall in no case be responsible for the personal or other liabilities of any of the partners. Similarly the partners shall also indemnify for the work done by them on behalf of the partnership in the usual course of the business and as good faith.
23. That no partner shall without the previous written consent in writing of all the other partners, assign, transfer or mortgage his share or interest in the partnership introduce any other person as partner with him therein.
24. That any new terms or conditions may be added altered or amended at any time to this deed of partnership with the mutual consent of all the partners.
25. That all the matters, for which no provision is made in this deed, shall be decided by mutual agreement of all the partners.
26. That any of the partners may retire from the Partnership business and in that case he shall have to give at least three month's notice in other partners of his intention to do so and in that case the business shall not be dissolved rather the continuing partner(s) may continue the business and the continuing partner(s) shall be entitled to the goodwill of the partnership business and the retiring partner(s) shall be paid the amount standing to his credit on the date of retirement including his share of profit till the said date.

27.

THE CREATORS

[Signature]
Partner

THE CREATORS THE CREATORS

[Signature] Partner *[Signature]* Partner

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- 27. That in case of death of any of the partners the partnership shall not instofacto stand dissolved rather the same shall be carried on by the surviving partners along with the heirs and legal representative of the deceased partner if they do desire and agree and in that case the heirs and legal representatives of the deceased partner shall be entitled to the extent to the extent of the share of the deceased partner in his place and stead. In case they do not agree the provision of para 27 above shall apply.
- 28. That all disputes differences and questions whatsoever arising out of the partnership during the currency or afterwards shall be reference to Arbitration of Arbitrators by partners and the decision of the Arbitration shall be binding the partners. The provision of Indian Arbitration Act shall apply to such arbitration.
- 29. That in any matter inters between the partners of with other the provisions of the Indian partnership Act, 1932 as amended from time to time shall apply

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IN WITNESS WHEREOF THE partners hereto set and subscribed their respective hands and seal on this 23rd day of March, 2019 in good health and sound mind after the contents are read over and understood by them.

THE CREATORS

[Signature]
Partner

PARTNER OF THE FIRST PART

THE CREATORS

[Signature]
Partner

PARTNER OF THE SECOND PART

THE CREATORS

[Signature]
Partner

PARTNER OF THE THIRD PART

WITNESS :

1.

✓ 2.



Sita Kumar
NOTARY PUBLIC
Charkhand, Ranchi
25/3/19

Signature Attested
Identification of Lawyer

Sajan
25/3/19
Signature Attested
Identification of Lawyer