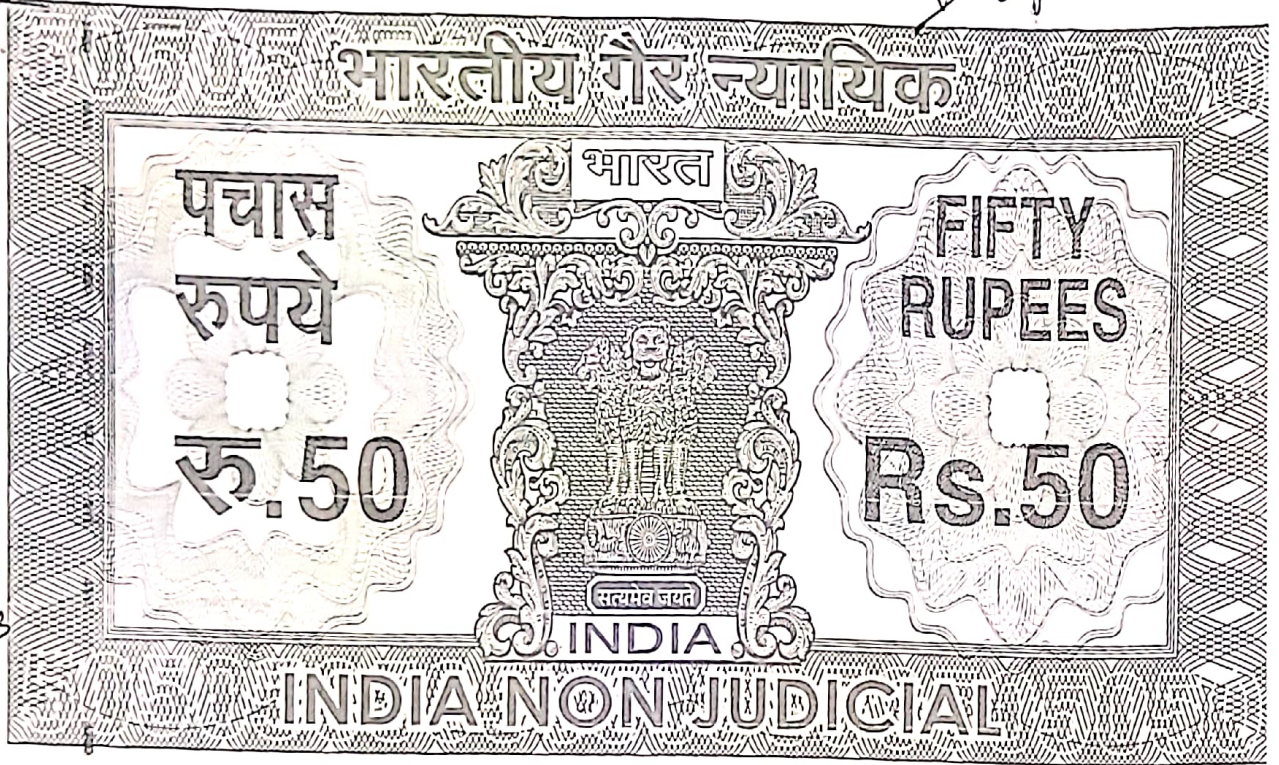


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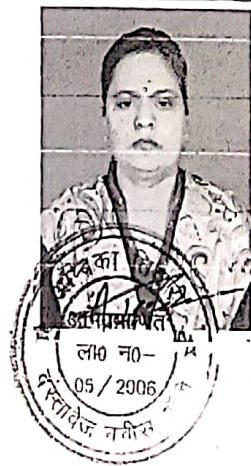
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झारखण्ड JHARKHAND

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नियम 1 के अधीन ग्राह्य भारतीय स्टाम्प अधिनियम
1899 की अनुसूची 1 या 1 क सं०...4.6.....के
अधीन यथावत् स्टाम्प-सहित (या स्टाम्प शुल्क से
विमुख या स्टाम्प शुल्क अपेक्षित नहीं)

अवर निष्पत्क
राँची शहरी क्षेत्र-2
02.03.2013



B
02.3.13

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE ON THE Two day of March 2013.

BETWEEN

Mr. Binod Prakash S/o Late Raj Keshwar Singh, by caste Rajput, by faith Hindu, by profession Engineer, resident of Raj Mansion, near Hinoo Bridge, Hinoo, Ranchi - 834002, Jharkhand. (Herein after called the "First Party" of the "First Part)

AND

Mrs. Bintoo Kumari W/o Binod Prakash, by caste Rajput, by faith Hindu, by profession

Binod Prakash
02/03/2013

Bintoo Kumari
02.03.13



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22.2.13

नाम
 पता
 पेशा
 जिला
 तहसील
 पोस्टाफिस नं.

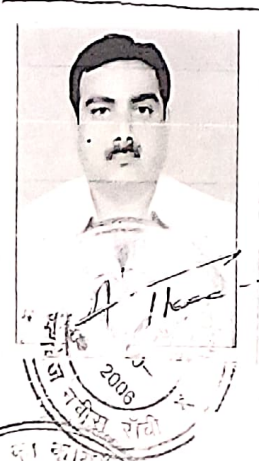
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Binod Praka

02/03/2013



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पिता/पति: विनायक प्रसाद
 निवासी स्थान: बिनायक प्रसाद
 पेशा: Engineer
 जो लोकसेवा आयोग या अवर निबंधक
 द्वारा नियुक्त मुख्तार नाम
 से 2011-2012 में अधिनियम लोक कारियों या
 दावेदारों में से एक श्री 51/051 के प्रतिनिधता हैं
 ता. 2/3/2013 के पूर्व 10 या
 अपराध में निबंधन के लिए पेश किया।

Binod Praka
 अवर निबंधक
 रांची शहरी क्षेत्र-2
 02.03.2013

Engineer, resident of Raj Mansion, near Hinoo Bridge, Hinoo, Ranchi - 834002, Jharkhand. (Herein after called the "SECOND PARTY" of the "SECOND PART")

The Expressions **FIRST PARTY, SECOND PARTY**, shall unless excluded by or repugnant to the context include their Legal Heirs, Executors and Permitted Assignees.

AND WHEREAS both the parties are interested to carry on the Construction business together and therefore they all decided to form a Partnership.

AND WHEREAS in order to avoid any dispute in future and also to avoid any misunderstanding in future it was decided to reduce the terms and conditions of the Partnership to writing.

1. **NAME :-** The partnership business shall be carried on and shall be continued to be carried on under the name & style of R. K. Construction and shall Continue to be so carried on until the parties to these presents decide to change the firm name by mutual agreement.
2. **BRANCH :-** That any branch or branches may be opened at any place or places under such name or names as the parties may agree upon time to time.
3. **TYPE :-** The partnership business shall consist of Construction, Trading & General Order Supplier, Development, hiring of vehicles and others and other similar work. They may also carry on any other business or businesses in future if it is so decided by mutual agreement.
4. **OFFICE :-** The registered office at Raj Mansion, Near Hinoo Bridge, Hinoo Ranchi - 834002, Jkarkhand. The partners shall be entitled to alter the Principal place of Business or to open any Branch and Branches elsewhere if it so decided by mutual agreement.
5. **DURATION :-** The duration of this partnership shall be "AT WILL" and it shall continue till partner's desire. The terms of this Partnership Deed shall be effective from 01.03.2013
6. **ACCOUNTING YEAR :-** The accounting Year of the partnership shall be on March ending or Financial Year Basis. This shall begin on 1st day of April and end on 31 st day of March Next year.
7. **CAPITAL :-** The necessary capital as well as further fund required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time.

Binito Kumar
02.03.13

Binito Kumar
02/03/2013

8. **INTEREST & SALARY :-** That the capital shall bear the rate of interest as per the IT Act and salary will be given to all the working partners.

9. **RATIO :-** A Profit & Loss account at the end of the Accounting year shall be drawn up after crediting all incomes and debiting all the expenses incidental to and incurred for the purpose of the partnership business including the expenses mentioned herein above and loss incidental to the business. Any profit or loss arising in the accounting year shall be shared/borne by the partners equally i.e. as under

		<u>Profit</u>	<u>Losses</u>
a)	First Party	50%	50%
b)	Second Party	50%	50%

10. **BORROWINGS :-** Should any further funds be required over and above the capital brought in by the partners the same can be borrowed from Financial Institutions, Banks, etc.. Any interest on such funds borrowed for the purposes for the partnership businesses shall be treated as the expenditure of the partnership.

11. **BANK ACCOUNTS :-** The Bank account of the Firm shall be opened with any scheduled Bank or in any other Bank in the name of the partnership Firm as may be agreed by the Partners and party of the First part, and Second Part are hereby authorized to operate the Bank accounts for and on behalf of the Firm either or survivor can operate the Bank account

12. **ACCOUNTS :-** Proper books of accounts as required by the law shall be kept at the principal place of the business. Each partner shall have the right to inspect such Books during the working hours of the firm and shall be entitled to have copies therefrom.

13. **ADMISSION :-** Any new partner and partners, staff may be admitted to the partnership only by consent of both partners. No partners shall assign his share in the partnership to any other person.

12. **DUTY :-** Each partner shall remain faithful and honest in regard to the transaction of the partnership and rendering the account of the business. The duty assigned to each partner shall be discharged to the best advantage of the partnership. No partner shall act in a manner, which is detrimental to the interest of the partnership. However, nothing contained herein shall preclude any of the parties hereto from carrying on separate business independently or jointly with other and the profits and gains or income arising to such party from such business shall be deemed to be his separate income and shall not be included incorporated or taken as part of the income of partnership.

Binita Kumari

Binita Kumari

13. **RETIREMENT** :- If any partner is desirous of retiring from the firm a notice / written notice of his intention shall be required to be given to the other partner. The partner shall retire only after settling accounts with partnership and other partner. The retiring partner shall be paid the credit balance to his capital account including amount of his share of profit till the date of retirement and such amount as goodwill and net increase in the value of the capital assets as the partners may mutually decide at the relevant times.
14. **DEATH** :- In case of the death of any partners the amount of his capital, profit till the date of death shall be transferred to the credit of the legal heirs of the Deceased partner and he shall be automatically entitled to be taken as a partner of the firm in place of the Deceased partner with same rights as to Profit & Assets of the Firm as the Deceased partner was entitled to. In case the legal heirs of the deceased partner does not desire to be taken in the partnership firm as aforesaid he shall be entitled to be paid the sum standing to the credit of the Deceased partner as on the date of his death together with any accretions of profit earned up till date from previous Accounting Year.
15. **MODIFICATION OF PARTNERSHIP** :- That the parties hereto may by mutual consent add to, alter vary or modify any of the terms of the partnership to their mutual advantage and in the interest of the firm. Such consent will always be presumed by the conduct of the parties and other available circumstances.
16. **DISSOLUTION** :- Upon retirement or death of any partner the partnership shall not be automatically dissolved or come to an end but it may be continued by the remaining partner together with any other new partner being admitted and taken over upon such terms as they may mutually decide on such event.
17. **ARBITRATION** :- Should any difference of opinion or dispute arise amongst the parties to these present on any matter the same shall be resolved by reference to an arbitrator according to the Indian Arbitration Act. The above terms & Conditions of the partnership are agreed upon by each parties to these presents by its own free will without anybody's force, and they are binding on all of their legal heirs, Executors, assignees.
18. That the provisions of the Indian Partnerhsip Act' 1932 as are applicable, shall govern the rights and liabilities of the parties hereto in-so-far as they are not inconsistent with the term and conditions as contained herein above.

Ravindra Kumar
02.03.13

Binod Prakash
02/03/2013

In witness whereof the Parties to these presents have put their respective hands to day on this 1st March 2013.

WITNESS :-

1 Binod Kumar
02-03-2013
S/o Late Awadh Bihari Singh
Pandwa, Baner

(PARTY OF THE FIRST PART)

Binod Praka
(Signature of.....02/03/2013)

2. श्री अरवि मिश्रा
02-03-13
पिता श्री प्रकाश मिश्री
निकास लाल हीरू श्री

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Binod Kumar
02.03.13

(PARTY OF THE SECOND PART)

(Signature of.....02/03/2013) L.H.
Thumb

Tyked by :- Tanmoy

Certified that the finger prints of the left hand of each person whose photograph is affixed in the document have been obtained by one or before one.

Drafted by:-
A. H. ...
02/03/2013

This Partnership deed is covered by the provision of the partnership act. The parties shall be responsible for any violation thereof.

5 Binod Praka
02/03/13