

झारखेण्ड THARKHAND

C 241158

DEED OF PARTNERSHIP

This Deed of Partnership is made and executed on this 8th day of JULY 2013 by

Ram Ratan Kedia (HUF), Karta Dr. Ram Ratan Kedia, residing at court Road, Barganda, Giridih -815301 Thana Giridih. Hereinafter called the party of the FIRST PARTY and which expression shall mean and include his heirs, successors, executors, administrators and assigns

AND

Sri Ramesh Kumar Kedia s/o sri Vishwanath Kedia , residing at Kedia Niwas, Raj Guru Compound, Lake Road Ranchi -834001 Thana Hindpiri. Hereinafter called the party of the SECOND PARTY and which expression shall mean and include his heirs, successors, executors, administrators and assigns.

Whereas the parties here to have agreed to start in partnership a construction business mainly dealing in all type of construction of residential and commercial complexes, civil contracts, railway, telecom contract and all other allied and related works and such other works as may be mutually decided from time to time.

And Whereas the above said parties desire to reduce the terms of the Deed of partnership into writing to avoid future misunderstanding.

Rin Redla & Son's (H.U.F.)

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Karta

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS

1. Name:

The partnership business shall be carried under the name and style of M/s Maa Bhagwati Builders.

2. Commencement:

That the business of the partners shall be deemed to have commenced on and from 8th day of JULY 2013 and that partnership shall be partnership AT WILL.

3. Place of Business:

The place of business of the partnership shall be at Sai Market, Dinbandhu Lane Ranchi, 834001 Jharkhand. However the partner shall be at liberty to carry on the business at any other place or place as may be decided between the partners from time or time.

4. Object:

That the business of the partnership firm shall be that of construction of residential, commercial complexes, real estate ,civil contracts, railway and telecom contracts and every other things relating to above business which the partners may mutually agree upon from time to time.

5. Capital:

The capital required for the business of the partnership shall be contributed by the partners as per their convenience as and when funds are in need.

6. Profit Sharing Ratio:

The profit /loss of the partnership shall be shared /borned by the partners as follows:

PARTY OF THE FIRST PART - 50%
PARTY OF THE SECOND PART - 50%

R Kedia & Son's (H. L.F.) Le co.

Karta

7. Management:

The partnership business shall be managed by both the partners. The partners shall be in charge of the day to day working of the firm. The partners shall be empowered to receive payment on behalf of the firm and issue receipt enter in to sale agreement for sale of flats, to make disbursements and incur expenditure during the course of conduct of the business, to deal/ negotiate /enter into agreement with the Government Department /banks and to do all such other acts necessary and expedient and incidental to the carrying on of the partnership business. The acts of partner shall be binding on the firm. Any or all above specified acts and such other acts which are not specified, if done in individual capacity shall not be binding on the firm.

8. Borrowals:

All borrowals from financial institution and banks for the business of the firm shall be under the signature of all the partners.

9. Remuneration:

The working partners shall be entitled to claim remuneration for the service rendered by them and the remuneration so payable shall be mutually Agreed among them.

10. True and faithful:

The partner shall be true and faithful to each other and shall render a true and correct account of all transactions done by them on behalf of the firm.

11. Assigning of share:

None of the partners shall be entitled to assign, mortgage or charge his/ her share of interest in the partnership or any of its properties and assets without the written consent of all the remaining partners.

12. Death /Insolvency /Retirement:

Death, insolvency or retirement of partners shall not dissolve the partnership but the surviving or solvent partners shall be entitled to continue the business. In case of death of partners the legal heir of the deceased partners shall be entitled to be admitted in the partnership in the place of the deceased partner. No goodwill value will be paid to such legal heirs and however they are liable to pay the liabilities if any.

R. Kedla & Son's (H. U.E.)

Karta

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13. Retirement of partners:

In case a partners wished to retire from the partnership he shall do so by giving notice in writing to the firm as well as the other partner and he/she shall be entitled to receive the profit/borne the losses up to the date of retirement as show by the profit and loss account taken upto that date. The retiring partner shall be paid the credit balance to his/her capital account including amount of his/her profit /loss till the date of retirement.

14. Amendments:

Any terms or terms of this deed may be amended, modified, deleted or otherwise dealt with as may be mutually decided upon by the partners and the same shall be in writing which shall have the same effect as if it was embodied in this deed.

IN WITNESSES WHERE OF The partners hereto have signed this deed on 8th day of JULY 2013 herein above written.

1) Bramod Kuman sings 2) Harsh Aganwal

PARTNERS RER Kedje & ERIS (H. E. Lis.).
Marlew CANDESH KUMAL KED