

This Deed of Partnership is made on this the 23^{-1} day of August 2010 of the Christian Era at Banchi.

BETWEEN

SHEO SHANKAR SINGH Son of Late Ram Ayodhaya Singh, residence of C/o Dr. Smt. S.L. Sinha 290/C, Ashok Nagar, Ranchi, P.O. + P.S. - Ashok Nagar, Dist Ranchi, State of Jharkhand (hereinafter called the First Partner) of the FIRST PART.

AND

SRI KAMESH DEEPAK S/o Sri Krishan Deo Singh, resident of New P.H.D. Colony, Qrt. No. E/29, Hinoo, P.O. + P.S. Doranda, Dist Ranchi, an unemployed Civil Engineer (hereinafter called the Second Partner) of the Second Part.

THE expressions First Partner and Second Partner shall always mean and include unless repugnant to subject or context their respective heirs, successors, legal representatives, executors, assign or administrators of their respective part.





3.

WHEREAS, the Partners have mutually agreed to carry on business in partnership in the area of construction, development, supply of all building materials including contractual work etc. in government and Semi-government or private concern or establishment in any part of whole of Jharkhand and Bihar.

AND WHEREAS, partners in order to avoid any future complications, disputes and differences in the absence of written documents or record or the terms and conditions of the partnership verbally agreed upon and have agreed to execute a formal and regular deed of partnership incorporating therein the terms and conditions hereinbelow mentioned.



NOW THIS INDENTURE WITNESSETH and the Parties hereto bind themselves as hereunder:-

- That the business of partnership shall be that of construction, development, supply of all building materials including contractual work etc. in government and Semi-government or private concern or establishment in any part of whole of Jharkhand and Bihar.
- 2. That the name of the Firm shall be "S.K. CONSTRUCTION" and the Firm shall be located at 290/C, Ashok Nagar, Ranchi, P.O. + P.S. - Ashok Nagar, Dist Ranchi, State of Jharkhand and that may be changed time to time as per the requirement of the Firm.
 - That this parntership has commenced and shall be deemed to have commenced on and from the date of the commencement of the
 - That the capital for the business of the Firm shall be invested by

business of the partnership.



- 5. That the profit and loss of the Firm shall be divided at the rate of 50%-50% i.e. equal in both partners.
- 6. That the all necessary and proper books of accounts shall be kept properly posted up and shall not be removed from the custody of **Kamesh Deepak & Sheo Shankar Singh.** The share division shall be according with the balance sheet.
- 7. That day today work will be looked after by both the partners under Mutual understanding.
- 3. That there will be joint responsibility to promote the business.
- 9. That all accounts of this partnerships its assets and labilities and its profits & losses shall be taken on the 31st March of every year.
- 10. That both the partners shall have full authority to represent and act on behalf of the partnership in Court, Revenue Office, Income Tax Office or Commercial Tax Office or any other offices whether in original or appellate or Revisional.
- 11. That Bank Account or Accounts shall be opened in the name of Firm "S.K. Construction" at Punjab National Bank, Argora, Brach or at more Bank and such Bank Accounts shall be operated by the joint signature of both the partners.
- 12. That each partners hereto shall:
 - (a) Diligently attend to the business and devote his time and attention thereto for the greatest common advantage of the Firm or according to the need of the business.
 - Be just and faithful to the other party hereto and to the interest of the Firm in all transaction relating to the partnership.





12. That
(a)
(b)

- (c) At all times give the other party hereto true information and faithful explation of all matters relating to the partnership within his knowledge and offered every assistance in his power to carry on the business for their mutual advantage.
- 13. That neither of the parties hereto shall without obtaining in writing the consent of the others hereto shall.
 - Release or compound any defaulting to or claim of the (a) partnership except in the usual course of business.
 - Employ any money goods or effects of the partnership or (b) pledge the credit thereof except in usual course of business and upon the account and for the benefit of the partnership.
 - Enter into any bond or become surety with or for any person (c) or do or knowingly cause or suffer etc. be done anything whereby the partnership properties or any part thereof of any may be seized, attached, expanded or taken in execution except in usual course of husiness.
 - Draw, accept or endorse any bill of exchange or promissory (d) note on account of the Firm.
 - (e) Remit the whole or any part of any debt or sum due to the Firm and.
 - Except in the ordinary course of trade, dispose, pledge, sell or otherwise dispose off any part of the partnership assets or any part thereof or make other persons a partner therein.

Divulge the secrets of the Firm to any person or persons.

- 14. That none of the parties hereto shall be entitled to carry on, or to continue, either individually or in partnership with others one or more separate business or business of the same nature as that of the Firm.
- 15. That new partner/partners may be taken in the partnership business with the consent as to share of profits and otherwise as may mutually decided by the parties hereto.
- 16. That if any partner desire to retire from the business he must give three months notice to the other partner. But the option of formalities of notice may be waived if the firm dissolved at any time with their mutual consent of both the partners.
- 17. That on the closer of the partnership business the assets and liabilities whether movable or immovable will be divided according to the share amongst the partner and the properties which can not be so divided will be valued at far rate prevailing in the market at the time.
- 18. That any partner will have the option to keep the asset(s) after paying to the other parnter the value so determined.
- 19. That in the case of death of any partner exiting partners will take into partnership the legal representatives or heir of the deceased partner as the exiting partners may agree and the partnerships business will not be wound up by the death of the partner.

That if the legal re-presentatives of the deceased partner not want to work in partnership business the other partner should give the share to his legal representatives within one months.





- 21. That any disputes of differences between the partners in relation to the Parntership business shall be settled by arbitration unless and until between the parties themselves.
- 22. That the terms and conditions of this Partnership Deed may be added, altered or varied as per mutual consent of all the Partners.
- 23. That the Provisions of the Indian Partnership 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 terms and conditions as contained herein.

IN WITNESS WHEREOF the Partners have put their respective hands on the each page of this Indenture on the day month and year first hereinabove mentioned after truly understanding the contents of this Indenture.

WITNESSES:

Signature of the Partners

1. देनिट शिंह

(SRI SHEO SHANKAR SINGH)

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(SRI KAMESH DEEPAK)

All signatures

2d by Mark

Naine Mine Adv

NOTARY PUBLIC: RANGE 23 8 10 90