

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

Jharkhand C 588044

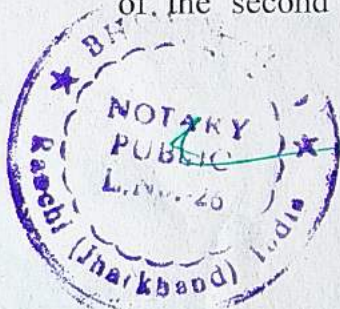
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 7th day of February, Two Thousand Fourteen.

BETWEEN

1. Mr. SATYENDRA KUMAR, S/o Sidheshwar Singh, by occupation business, resident of - Qr. No. B-III 580, P.O. Dhurwa, District Ranchi, Jharkhand, hereinafter called the Party of the first part, i.e. first party.
2. Mr. SUMEN RANJAN SENGUPTA, S/o S.R. Sengupta, resident of - Naya Basti, Opposite Argora Station, P.S. - Argora, District Ranchi, Jharkhand, hereinafter called the Party of the second part, i.e. second party.

07 FEB 2014



Satyendra Kumar

Satyendra Kumar
7/2/14

Sumen Ranjan Sengupta
7/2

Sumen Ranjan Sengupta
07/02/14

93385

6/2/14 Samaira Construction

Partner Lib

SSA

5

5 Months

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3. **Mr. ASHISH**, S/o Loknath Joshi, by occupation - Business, resident of - LS-38, Harmu Housing Colony, Kartik Oraon Chowk, P.S. Argora, District Ranchi, Jharkhand, hereinafter called the Party of the Third part, i.e. third party.

4. **Mr. SANJEEV KUMAR**, S/o Shri S. N. Prasad, by occupation Business, resident of Gauri Shankar Nagar, A.G. North Office Para, MECON, Doranda, District Ranchi, Jharkhand 834002, hereinafter called the Party of the fourth part, i.e. fourth party.

WHEREAS the parties of the First, Second, Third & Fourth parties are desirous of carrying on business in partnership under the name and style of "SAMAIRA CONSTRUCTION."

AND

WHEREAS the parties here to thought it expedient in the interest of the partnership that the terms and conditions governing the partnership shall be reduced to in writing.

NOW, this deed of partnership witness as follows:

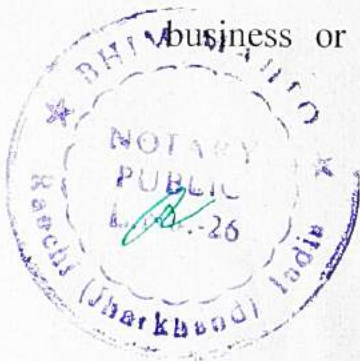
1. That the partnership business shall continue to carry on at L/S - 38, Harmu Housing Colony, Near Kartik Oraon Chowk, Harmu Road, Ranchi District Ranchi, Jharkhand 834002 under the name and style of "SAMAIRA CONSTRUCTION", which is the "HEAD OFFICE" of the firm, until the partners mutually agree to change the firm's name and/or place of the business or businesses. The firm do not have any branches.

Satendra Kumar

Ashish 2/1/14

Sanjeev Kumar 2/1/14

Alumona Khatun



2. That the BUSINESS of the partnership shall be INFRASTRUCTURE RELATED CONSTRUCTION WORK.
3. That the partnership shall be deemed to have commenced w.e.f. 7/2/2014 and shall be treated as partnership at will.
4. That the interest @ 12% (Twelve percent) per annum shall be payable to partners from the amount standing credit to their capital account respectively. However, no interest shall be payable by the partners on their debit balance with the firm if any.
5. That each partners shall actively look into the business affairs of the firm. All the partners shall be entitled to remuneration per annum which shall be calculated as per the provision of sec. 40(b) (or changes there in, if any) of the INCOME TAX ACT'1961, which is as follows:
 - a. Upto Rs 75000/- of the Book profit : Rs 50,000/- or at the rate of 90% of the book profit whichever is higher.
Or in case of Loss
 - b. ON next Rs. 75,000/- of the Book Profit : at the rate of 60%.
 - c. On balance of the book profit : at the rate of 40%.
6. That the share of the partners in the profit or loss of the partnership business after interest and remuneration to the partners shall be divided between and/or borne by the partners in the following proportions.

Satendra Kumar

Ashish
7/2/14

Shyamsunder
7/2/14

Shyam
7/2/14



Partners

Profit/Loss

I.	Satyendra Kumar	25%
II.	Sumen Ranjan Sengupta	25%
III.	Ashish	25%
IV.	Sanjeev Kumar	25%

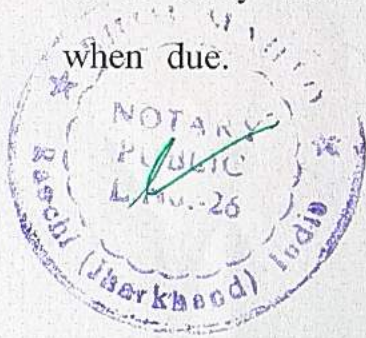
7. That the account of the partnership firm shall be drawn up as on 31st March every year on the basis of which the shares of Profit/Loss of the partners hereto are to be determined.
8. That the proper books of accounts of the partnership firm shall be kept on the office of the firm and wherein shall be recorded all the transactions of the business matters and things relating to the partnership and each partner shall be entitled to have full access to the books and documents at all reasonable times and shall be at liberty to check and to make such extracts therefore, as he/she may think fit and necessary.
9. That the partnership may open new account (whether deposit/loan) with any bank or Financial Institution, for efficient conduct of the business and the accounts of the firm shall be signed & operated by any partners as mutually decided upon.
10. That the firm can obtain loan from any bank and/or Financial Institution and that the firm & all its partners shall be jointly or severally liable for the repayment of the same, as and when due.

Satyendra Kumar

Ashish

Sanjeev Kumar

Sumen Ranjan Sengupta



11. That the parties shall be allowed to carry on their lawful activities in their individual capacity.
12. That the partnership firm shall be entitled to enter into partnership with any party with the consent of all parties, and all parties can change/alter share of profit/loss, remuneration of all partners whatever way they deem fit.
13. That, if any of the partners select to retire from the partnership, can do so by giving three months' notice in writing to the other part. In such a case, the remaining partner shall be at liberty to continue the business in their personal capacity along which they may so like or admit new partner or partners and continue the business.
14. That in the event of the retirement or death of any partner, the partnership business shall be continued by the remaining partners, and the retiring partner or the legal heir of the deceased partner, as the case may be, shall be entitled to receive the capital outstanding of the retiring or deceased partner with the firm as on the date of his retirement or death. Further the retiring partner or the legal heir of the deceased partner as the case may be, shall be entitled to his share of goodwill, if any, in the firm as mutually decided and agreed upon the parties.

Satendra Kumar

Ashish
2/1/14

Abhishek
2/1/14

Abhishek
2/1/14



15. That the partners can mutually discuss and all parties can add, delete, change any clause in the partnership deed by making a supplementary or addenda deed by whatever name called.

16. Any decision or alteration in this deed of partnership or any other supplementary or addenda deed by whatever name called by all parties is final & binding on all parties.

17. That the other terms and conditions shall be determined in accordance with the Indian Partnership Act, 1932 or any statutory notification thereof.

18. In event of any dispute or difference of opinion in the matter of interpretation, execution in carrying out the object and functions of the partnership decision of all parties will be final. Even than if some dispute continues, the arbitrators shall be final & binding on the parties to the disputes. In case of any indecision or difference of opinion between the arbitrators, they shall amongst themselves be entitled to appoint an umpire & the decision of the umpire shall be final and binding on the parties to the dispute.

Satendra Kumar

Ashish
Sinha

Harsh
Kumar

Arjun
Kumar



IN WITNESS whereof the parties aforesaid here to set their respective hands on the 07 day of February 2014.

WITNESS

PARTNERS

1. *A. D. S. mi*

Satyendra Kumar
(Satyendra Kumar) (First Partner)

2. *Sumen*

Sumen Ranjan Sengupta
(Sumen Ranjan Sengupta) (Second Part)

3.

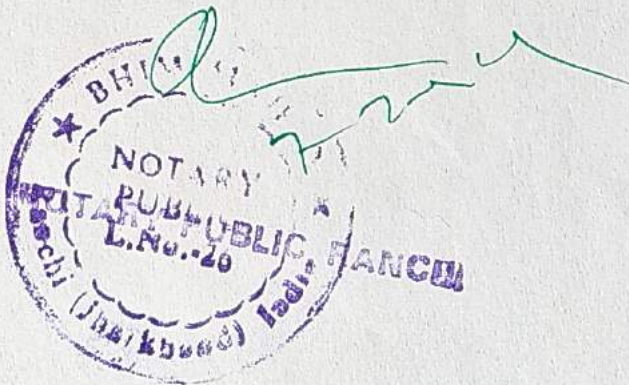
Ashish
(Ashish) (Third Party)

4.

Sanjeev Kumar
(Sanjeev Kumar) (Fourth Part)

5.

Identified by *[Signature]* K. Adv.
7-2-14



[Signature]