

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

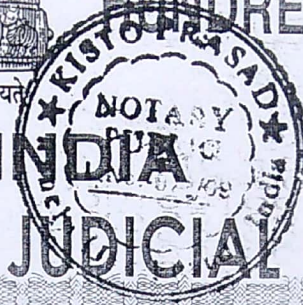
₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

REGISTRATION UNDER NOTARIES ACT, 1952 AND NOTARIES RULES, 1957 BY GOVT. OF JHARKHAND



झारखण्ड JHARKHAND

B 454675

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made on 20th day of August 2013 (Twentieth day of August Two Thousand Thirteen) by and between :

1 Arun Kumar (PAN: AKIPK6134B), Son of Shri Rambilas Singh, resident of Kunwar Sadan, Kunwar Singh Colony, Airport Road, Hinoo, Ranchi - 834002 (hereinafter called the First Party)

And

2 Nikhil Kumar (PAN: ANSPK9513F), Son of Shri Prayag Dubey, resident of House No.6, Road No.2, Janpath, Shukla Colony, Hinoo Ranchi-834002 (hereinafter called the Second Party)

Nikhil Kumar

Arun Kumar

Nikhil Kumar



22 AUG 2013

Whereas the 1st party and the 2nd party shall unless repugnant to the context, include their heirs, executors, legal representatives, successors, administrators and assigns.

NOW THIS PARTNERSHIP AGREEMENT WITNESSETH AS UNDER:-

1. That the Partnership business shall be deemed to have commenced on 20th August 2013 under the name and style of M/s Swastika Gautam Builders, at : Kunwar Sadan, Kunwar Singh Colony, Airport Road, Hinoo, Ranchi – 834002, but if the partners so desire here after, the name can be changed later on.
2. That the Principal place i.e. Head Office of the business shall continue to be at Hinoo, Ranchi or at such other place or places or in such name or names as and when the partners so decide and shall also be entitled to open any branch or branches at such place or places and in such name or names as the partners may decide from time to time.
3. That this constituted partnership has come in existence and will always be deemed to have commenced with effect from 20th August 2013 and it shall be partnership at will.
4. That the nature and scope of the business of partnership firm may ~~be~~, at any time, be extended or reduced or otherwise varied as may be settled amongst the partners from time to time.
5. That the party of first and second part will be working partners and shall be responsible for carrying out the day to day functioning of the partnership firm.

22 AUG 2013



M/s Swastika Gautam Builders
Arun Kumar
Partner

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Nikhil Kumar
Nikhil Kumar

22 AUG 2013

6. That the dealings of the partnership will be carry on the business of -
 - a) To carry on construction of any nature for eg. Commercial, residential etc.
 - b) Any other business as decided mutually amongst the partners from time to time.
7. That necessary capital as well as working capital, funds required for the purpose of partnership business shall be contributed or arranged by the partners from time to time, interest @12%p.a or such other rate as may be prescribed by section 40 (b) of the I.T. Act 1961 or any amendment thereof, which may be in force in the relevant financial year shall be payable to the partners on the capital so invested and standing in the books of accounts of partnership in his name.
8. That the interest payable as per clause 7 above may be reduced increased or otherwise varied as may be mutually settled among the partners from time to time.
9. That such interest payment shall be treated as business expenditure debited to profit/loss account of the Firm in arriving at the profit/loss account divisible among the Partners.
10. That all partners will look after and manage the firm. Remuneration/Salary will in no case exceed the limit/provision in the I.T. ACT as prescribed u/s 40(b) (v) of the I.T. ACT, 1961. The percentage /provision of remuneration may be increased or decreased as may be decided by the parties from time to time in case lower income or loss of the firm.
11. That either of the first or second party is hereby authorized/empowered in revenue office, Income Tax Office, Sales Taxes Office, P.F. Office, Labour Office or any other office, whether in original or appellate or revisionary stage and in any Govt., Semi Govt. or Private Office Firm, Company, Associations, Department and Organisation.



M/s Swastika Gautam Builders
Arun Kumar

Nikhil Kumar
Nikhil Kumar

12. That the parties herein above agreed to keep themselves actively engaged in ~~the~~ conducting the affairs of the business of the Partnership firm as working Partners it is hereby agreed that in consideration of the parties working in the partnership they shall be entitled to remuneration/salary as follows:

<u>NAME OF THE PARTNER</u>	<u>SALARY</u>
1. Arun Kumar	50%
2. Nikhil Kumar	50%

That the salary/remuneration payable/paid to the parties shall be debited to the profit and loss account of the firm before arriving at the amount divisible among the partners.

13. That the usual and necessary books of accounts may be maintained for the business of the partnership and will be kept at the place of the business of the partnership.

14. That the bank account shall be opened, operated or closed with one or more bank, jointly by both the partners, however the partners may change the mode of operation as decided mutually amongst themselves from time to time.

15. That the accounts of the partnership shall be made up and adjusted up to the ending of 31st March, every year or such other date or dates as and when the partners so decide. The profit or loss, if any shall be shared by the partners in the following rate:

<u>NAME OF THE PARTNER</u>	<u>PROFIT / LOSS</u>
1. Arun Kumar	50%
2. Nikhil Kumar	50%



Kastika Gautam Builders

Arun Kumar
partner

Nikhil Kumar
Builders
Nikhil Kumar

22 AUG 2013

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16. That all the assets of the partnership firm like furniture, fixture, security etc and other movable and immovable properties shall be treated as assets of the partnership firm.

17. That if any partner obtains any contract in his name during the continuance of the partnership relating to and connected with this business, the same shall at the option of the other partners, to deem to have been obtained on behalf of the firm.

18. That any of the partner may retire from the partnership by giving one month notice in writing to other partner of his intention, so to do, or by giving such notice at the principal place of the business of partnership. Such notice however will not be necessary if he retires with the consent of the other partner. Unless otherwise mutually settled and agreed between the partners, no value will be put on the goodwill of the firm which if any will belong to the continuing partner.

19. That the firm will not dissolved on the death of any of the partners. If any partners dies, one of his heirs, or legal representatives who is a major at the time of his death, will be considered to be taken in as a partner in his place and all the terms and conditions of this partnership deed will be applicable to such newly constituted partnership and such heir or other legal representative who is taken in as a partner, shall if a major be deemed to have executed this partnership deed in place of the deceased partner. In case such heir of other legal representative does not want to become a partner, the deceased partner will be deemed to have retired from the partnership as from the date of his death and the business will continue with only the surviving party and the provision of clause 20 will apply.

20. That all disputes and differences between the partners in any matter relating to this agreement whether during the continuance of this partnership, or after its cessation will be settled by arbitration. Unless otherwise settled between the parties, will be



Sika Gautam Builders

Arun. Kumar!

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Nikhil Kumar
Nikhil Kumar

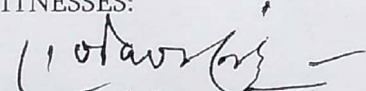
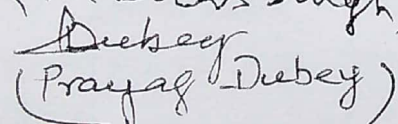
appointed one arbitrator and the arbitration will be conducted according to the provision of the Indian Arbitration Act.

21. That during the pendency of the settlement of the disputes or difference amongst the partners, whether mutually or through arbitrators or any court of law, no partner will be entitled to look up the business of the firm or to suspend the business of the firm, or to freeze bank account of the firm. The business under such circumstances may be carried on by the remaining partner/s subject to other provisions of this deed, and no party will be entitled to obstruct in the normal carrying of the business or in any way to do anything against the interest of the firm.

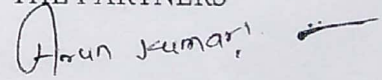
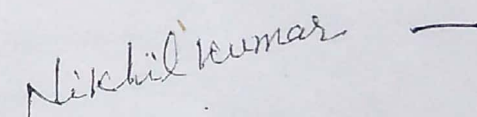
22. That for matter not provided here in, the provisions of the Indian Partnership Act 1932 will apply.

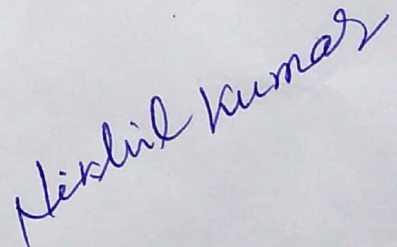
IN WITNESS WHEREOF THE PARTNERS HERETO HAVE SIGNED THERE PRESENTS
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

WITNESSES:

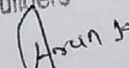
1. 
(Ram Bilas Singh)
2. 
(Prayag Debey)

SIGNATURE OF THE PARTNERS

1. 
2. 

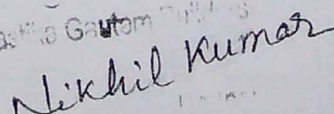


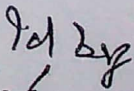
M/s Swastika Gautam Builders


Partner



NOTARY PUBLIC, BANGALORE


Signature Attested on
Identification Verification
of Lawyers


22.8.20

22 AUG 201



झारखण्ड JHARKHAND

B 454678

Supplementary Partnership Deed

This Supplementary Partnership Deed for Opening Branch Office made at Ranchi on this 25th day of August, 2013.

BETWEEN

ARUN KUMAR (PAN-AKIPK6134B), son of Shri Rambilas Singh, resident of - Kunwar Sadan, Kunwar Singh Colony, Airport Road, Hinoo, Ranchi-834002, hereinafter called the first partner of the FIRST PART.

AND

NIKHIL KUMAR (PAN-ANSPK9513F), son of Shri Prayag Dubey, residing at - House No. 6, Road No. 2, Janpath, Shukla Colony, Hinoo, Ranchi-834002, hereinafter called the second partner of the SECOND PART.

WHEREAS both the parties previously entered into a partnership on 20.08.2013.

M/s Swastika Gautam Builders

Arun Kumar
Partner

M/s Swastika Gautam Builders

Nikhil Kumar
Partner

Nikhil Kumar

AND WHEREAS on mutual consent both the partners decided to open a new branch office at House No. 6, Road No. 2, Janpath, Shukla Colony, Hinoo, Ranchi-834002 from where all the works of partnership business will be operated.

IN WITNESS WHEREOF the partners hereto have hereunto set and subscribed their respective hands at Ranchi on the day, month and year above first written.

WITNESSES :

1.

M/s Swastika Gautam Builders

Arun Kumar

Partner

FIRST PARTNER

2.

M/s Swastika Gautam Builders

Nikhil Kumar

Partner

SECOND PARTNER

Nikhil Kumar