



भारत सरकार



आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

नामांकन क्रमांक Enrolment No.: 1187/00125/00349

20/10/2011

To,
Kundan Kumar Singh
कुंदन कुमार सिंह
S/O Uma Shankar Singh
NEAR VASUNDRA HOTEL, HARI MANDIR HARI MANDIR
ROAD, HIRAPUR
Dhanbad
Dhanbad
PIN: 826001
Mobile: 9430347631



UC 06671285 4 IN

Ref No.: 4I2B3E9X-6671285



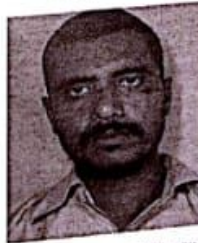
आपका आधार क्रमांक / Your Aadhaar No. :

5327 0487 7023

आधार — आम आदमी का अधिकार



भारत सरकार
GOVERNMENT OF INDIA



कुंदन कुमार सिंह
Kundan Kumar Singh

:
जन्म वर्ष / Year of Birth : 1981
पुरुष / Male

5327 0487 7023



आधार — आम आदमी का अधिकार

Kundan k Singh



NOTARY
DHANBAD

Before: The Notary Public, Dhanbad,
Affidavit

I, Kundan Kumar Singh S/o. Sri Una Shankar Singh, by
faith Hindu, by occupation Business, resident of
Vasundhara Hotel Hari Mandir Road, Hirapur, Dhanbad,
do hereby solemnly affirm on oath and declare as under:-

1. That, I will also produce E.P.F. Registration
within three months.
2. That, I declare that the statements are made herein
-above are true and correct and no part of statements is
wrong or concealed any facts in this matter.
3. That, I am swearing this affidavit to submit it
before the authority concerned for needful.

Verification

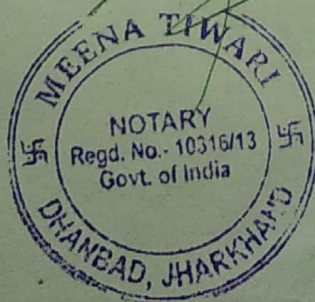
Solemnly affirmed before me
by the deponent who is duly
identified by Sri N.P. Singh
Advocate, Dhanbad.

The statements made are true
to my knowledge and belief. I
~~am swearing this affidavit~~
sign this at Dhanbad on 15/7/19.

Kundan K Singh
(Deponent)
Identified by:

N.P. Singh
Advocate
15.7.19

Notary Public, Dhanbad.



TS/ST/16
**NOTARY
DHANBAD**

Authorised.
U/S 297 (1) (C) of the Cr.P.C. 1973
(Act No. 11 of 1974) & u/s (8) (1)
(Act No. 53 of 1952)

15 JUL 2019

Sl.No. Date

65

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

KUNDAN KUMAR SINGH

UMA SHANKAR SINGH

10/02/1981

Permanent Account Number

BIJPS1471F

Kundan K Singh

Signature



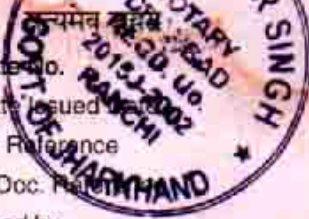
Kundan K Singh



INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

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Certificate No. : IN-JH11801907502967Q
Certificate Issued On : 18-Sep-2018 11:48 AM
Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. No. : SUBIN-JHJHSHCIL0115922788568956Q
Purchased by : KUNDANKUMAR SINGH
Description of Document : Article 46 Partnership
Property Description : N A
Consideration Price (Rs.) : 0
(Zero)
First Party : KUNDAN KUMAR SINGH
Second Party : ARADHANA SINGH
Stamp Duty Paid By : KUNDAN KUMAR SINGH
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Anil Kuma - Singh
NOTARY PUBLIC
DHANBAD



.....Please write or type below this line.....



[Handwritten Signature]
NOTARY
DHANBAD

TQ 0001806251

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10 SEP 2018

No..... Date.....



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Aradhana Singh

Kundan K Singh

18 SEP 2018

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 20th day of July To
Thousand & Eighteen by and between :-

1. **SRI KUNDAN KUMAR SINGH**, S/o Sri Uma Shankar Singh,
by faith - Hindu, by occupation- Business, Residing at – House
No. 75, Near Vasundhara Hotel, Hari Mandir Road, Hirapur,
P.O.+P.S.- Dhanbad, Dist.- Dhanbad, State- Jharkhand- 826001
hereinafter called and referred to as the **FIRST PARTY**.
2. **ARADHANA SINGH**, W/o Rajeshwar Snigh, by faith -
Hindu, by occupation- Business, Residing at – Qtr. No. 633/B,
D.S. Colony, Hirapur, P.O.+P.S.- Dhanbad, Dist.- Dhanbad, Pin-
826001, State- Jharkhand hereinafter called and referred to as the

SECOND PARTY.

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The expression above parties herein above unless repugnant to the context or meaning there of shall include and always deem to have included their respective heirs, executors, administrators and or permitted assigns and all the parties hereinabove together shall be referred as the PARTNERS.

AND

Whereas Now the party of the first part Sri Kundan Kumar Singh Approached Smt. Aradhana Singh to enter into partnership by contributing agreed fund to the firm.

AND

Whereas the party of the Second Part accepted the offer delivered by the First Part and wished to jointly venture the business name & style of M/S CREATION BUILDERS AND DEVELOPERS of Regd. Office Creation Builders and Developers, situated at House No. 75, Near Vasundhara Hotel, Hari Mandir Road, Hirapur, P.O.+P.S.- Dhanbad, Dist- Dhanbad, State- Jharkhand- 826001 as well as Consultancy, building construction, apartment construction and duplex and simplex construction, 3rd party development and construction and promoting, and Real Estate Development and Ploting lands sales and purchase, construction of Govt. and Public Sectors Projects and Tenders, Related Civil Work and RCC (Road Construction Company) as well as joint venture works related constructions, project construction by sale and contact base, established Residential Colony and Commercial Mall in any where.

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Aradhana Singh

Mundar Singh



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And RMC work (ready mix complete plant) & transporting concrete, aggregate, silo and cements in batching plants, concrete sales and self concrete batching plants Regd. Office Creation Builders and Developers, situated at House No. 75, Near Vasundhara Hotel, Hari Mandir Road, Hirapur, P.O.+P.S.-Dhanbad, Dist.- Dhanbad, State- Jharkhand- 826001

AND

Whereas in order to avoid any future difficulties and have better understanding the parties hereto have agreed among their selves to reduce the terms of partnership into writing by a formal instrument between the respective parties. How therefore THIS DEED witness that the parties hereto have become partners to carry on the partnership business on the terms & conditions stipulated below.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES MUTUALLY AGREE AND CONVENTENT WITH EACH OTHER AS FOLLOWS :-

1. **COMMENCEMENT DATE** :- That this deed of partnership shall have effect on and from 20.07.2018 and shall be at will.
2. **NAME & STYLE** :- That the business of the partnership shall be carried on under the name and style of M/S **CREATION BUILDERS AND DEVELOPERS.**
3. **OBJECT** :- That the partnership business shall be that of Consultancy, as well as Consultancy, building construction, apartment construction and duplex and simplex construction, 3rd party development and construction and promoting, and Real

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Aradhana Singh

Hemendra Singh

Estate Development and Plotting lands sales and purchase, construction of Govt. and Public Sectors Projects and Tenders, Related Civil Work and RCC (Road Construction Company) as well as joint venture works related constructions, project construction by sale and contact base, established Residential Colony and Commercial Mall in any where.

And RMC work (ready mix complete plant) & transporting concrete, aggregate, silo and cements in batching plants, concrete sales and self concrete batching plants

4. **LOCATION :-** That head office and site of the business of the firm shall be Regd. Office Creation Builders and Developers, situated at House No. 75, Near Vasundhara Hotel, Hari Mandir Road, Hirapur, P.O.+P.S.- Dhanbad, Dist.- Dhanbad, State- Jharkhand- 826001 such other places as shall be found more convenient and agreed upon between the partners. The branch office shall be opened as may be decided by the partners from time to time.

5. **CAPITAL ACCOUNT :-** That the necessary capital required for the smooth and proper running of the partnership business, capital shall be contributed by all the parties and same shall be reflected in the books of account.

6. **INTEREST ON CAPITAL :-** The partner shall also get interest @ 12% per annum on their capital. Rate of interest may be changed on mutual consent of the partners and subject to the limitation provided by the Income Tax 1961.

PROFIT/LOSS SHARING :- That both the partners shall look after the day of day business affairs of the firm

Handwritten signature: Anandhara Singh

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and hence they shall be called working partners of the firm and shall get salary. That the net profit after paying interest and salary to the partners, shall be divided among the partners and God forbid loss if any shall be born by them as follows :-

First party 50% (50 paise in a rupee)

Second Party 50% (50 paise in a rupee)

8. **BOOKS AND ACCOUNTS :-** That at the end of every 1st April to 31st March an account of the partnership business shall be prepared and profit/loss, if any, shall be distributed amongst the partners according to their respective shares. That the proper books of accounts shall be maintained, and the partners shall be at liberty to check, inspect, copy out the same during the usual business hours. The books of accounts shall be kept and maintained at the location specified in para 4 and shall be prepared in mercantile system as per Income Tax Act. 1961.
9. **TRANSPARACY :-** That the best part of the this deed shall be to keep. Maintain and act not only in words but by deeds that each Partner shall display full transparency in dealing with the transactions to meet the object of this partnership firm.

The control and management of the firm shall be governed by division of work between the partners or jointly as it is needed.

All the partners shall carry business affairs of the firms to the greatest common advantage, be just and faithful to each others and render true accounts and full

Anandhama Singh
Anandhama Singh

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information of all the things affecting the firm in any way or any of the partner or partners or his their legal representative or representatives.

10. **REMUNERATION :-** That at present first & second parties shall be working partners of the firm and both shall get salary @/- per month each at present from the firm. Salary may be increased or decreased at the beginning of the financial year on mutual consent of the partners.

Amount of salary may be altered by the partners in the beginning of the year. Any partners writes in the beginning of the year that the shall not look day to day business affairs of the firm, then he shall not get salary from the firm any partners not participation actively shall be further entitled to commission at the end of each year and shall be computed according to the method of computation as laid down in sub-clause (V) of the clause (b) of section 40 of the Income Tax Act, 1961 and as reproduced below :

- a) On the first Rs. 3,00,000/- of the Book profit or in case of loss Rs. 1,50,000/- or, at the rate of 90% of the Book Profit.
- b) On the balance of the Book Profit @ 60%
 - (i) Provided that the amount of Commission so arrived at shall be paid to all the working partners in equal proportion
 - (ii) Provided further that in case the amount payable according to the Deed of partnership



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Aradhana Singh

Aradhana Singh

a salaries to the partners equals or exceeds the amount as arrived at in the manner laid down above, no commission shall be payable as salary or, commission falls short of the amount shall be limited to the amount of the short fall.

- (iii) Also provided that if there is any amendment in the above method of computation which is presently laid down in the sub-clause (V) of clause (b) of section 40 of the Income Tax Act, the same shall also stand substituted accordingly in the Deed of partnership with effect from the date of such amendment unless and until other wise decided by the parties hereto.

11. **INDEMNITY :-** That every partner shall indemnify all or any one of the partner in respect to payments made and will full neglect in the ordinary conduct of the business of the firm. That the firm shall indemnify all or any one of the partner in respect to payments made and liabilities caused by him/them on behalf of the firm :-

- (i) in the ordinary and proper conduct of business.
- (ii) in doing such acts in any emergency for the purpose of protecting the firm from any loss, as would be done by person of an ordinary prudence in his own case.



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Aradhana Singh
Hunder Singh

12. **BANK ACCOUNT :-** That if necessary an account shall be opened in the Bank approved by the parties and any one of the partners shall operate the Bank account jointly or severally for and on behalf of the firm (Authorized officer also authorized bank account operate if necessary)
13. **RECONSTITUTION :-** That if in the best interest of the firm admission of a new partner be deemed advisable, the partner reserve their rights by mutual agreement to admit one or more partner/partners in the firm on such terms and conditions as they may then be agreed upon mutually by and between the sitting partners and the incoming partner or partners. WHEREAS parties in Majority and as per provisions of the Indian Partnership Act 1993 may expel the partner if found necessary under the circumstances prevailing at the time warranted and deemed to do so.
14. **BORROWING :-** That to run the firms business smoothly there may be deficiency of fund in the said circumstances fund may be borrowed from the partners, friends, relatives, well wishers, Bank and other financial institutions but only under mutual understanding and interest rate not beyond the market rate prevailing at the time.
15. **ALTERNATION IN DEED :-** That partners may by mutual consent add to alter, modify or vary all or any of the terms of agreement by executing a separate instrument.
16. **DEATH :-** That God forbid in case of death of any partner or partners the partnership business shall not stand

Arcudhana Singh

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dissolved and the heir or heirs of the diseased partner/partners shall be deemed to be such partner/partners and the partnership shall stand reconstituted ipso facto with effect from the death of the partner.

17. **RETIREMENT** :- That in the event of any partner desiring to retire from the partnership business, he shall give to the other partners three month's notice in writing where upon the proper and amicable adjustment and settlement of accounts may be made in presence of partners and the retiring partner.

Any partner willing to retire from partnership will give 90 clear days prior notice to other partner of his intention to do so AND the exiting/contusing partner shall arrange to preparer a statement of affairs i.e. P/L account and balance sheet as on retiring date with a balance showing Partner's personal account.

18. **DISSOLUTION** :- That the firm shall be dissolved with consent of all the partners for any reason whatsoever. That after dissolution of the firm, the partners shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets of the firm including goodwill and also all liabilities , if any.

19. **OTHER CONDITIONS** :- That during the continuance of this partnership no partner shall without the consent of all other partners in writings :-

(i) enter into a bond or become surety for any persons in his respective capacity on behalf of the firm

Anurag Singh

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Anurag Singh



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excepting in the ordinary course of the business of the firm.

- (ii) withdraw any suit or proceeding filed on behalf of the firm.
- (iii) admit any liability in a suit or proceeding against the firm.
- (iv) Lend and money belonging to the firm to any outsider.
- (v) Relinquish or compromise any claim or a portion of any claim by the firm.
- (vi) Take a lease of or acquire immovable property on behalf of the firm.
- (vii) Transfer immovable property belonging to the firm.
- (viii) acknowledge any debt due from the firm so as to extend the period of limitation for instituting legal proceeding against the firm.
- (ix) Submit a dispute relating to the business of the firm to the arbitration.
- (x) Assign. Mortgage or charge his share or interest in the firm, whole or in part, to any person other than a partner of the firm.

20. **RATIFICATION** :- That in all matters not specifically mentioned herein the relationship of the partners shall be governed by the provisions of the Indian Partnership Act, 1932.

ARBITRATION :- That all disputes and questions in connection with partnership or this Deed arising between

Aradhana Singh

Hemendra Singh

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the partners or between any one of them and the legal representatives of the other or others, during or after the

partnership shall be referred to the arbitration of two arbitrators one to be appointed by each party and in case of their disagreement to umpire appointed by the said arbitrators or in case of their default by the parties and the decision of the arbitrators or umpire as the case may be shall be final and binding on all the partners and their representatives. As per provisions of the Arbitration and reconciliation Act. 1996, the Jurisdiction will be at Dhanbad only.

IN WITNESS WHEREOF THE PARTNERS, THE PARTIES
HEREINTO WHILE IN THEIR SOUND HEALTH AND
PERFECT MIND AND AFTER DUE CONSIDERATION AND
OUT OF THEIR OWN FREE WILL AND CONSENT DO
HEREINTO SET AND SUBSCRIBED THEIR HANDS THE
DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

18 SEP 2018



WITNESSES

NOTARY
DHANBAD

SIGNATURE OF FIRST PARTY

Kundan K Singh
(Kundan Kumar Singh)
SIGNATURE OF SECOND PARTY

2.

*Identified by Me
Shashi Kant Chaturvedi (Adv)
18/09/2018*

Aradhana Singh
(Aradhana Singh)

Authorised
u/s (B) (i) (a) of Notaries Act
1952 (Act No. 53 of 1952)

