

पचास रुपये

₹.50

FIFTY RUPEES

Rs.50



INDIA NON JUDICIAL



झारखण्ड JHARKHAND

NOTARY DHANBAD

522505

DEED OF PARTNERSHIP - 9 MAY 2009

THIS DEED OF PARTNERSHIP is made on this the day of..... Month 2009 by and between:-

1. SRI MUKESH KUMAR SINHA, son of Late P.N.P Sinha, by faith Hindu, by occupation-Business, resident of J.C. mallick Road, Hirapur, Dhanbad, hereinafter called and referred to as the First party: which expression shall unless, excluded by or repugnant to the context be deemed to mean and include his heir, executors, assign legal representatives, agents etc. of the First Part.

AND

2. SRI ASHIS MUKHERJEE, S/o Late S.S mukhrjee, by faith Hindu, by occupation- Business residing at Park Market Hirapur, Dhanbad, hereinafter called and referred to as the second party: which expression shall unless. Excluded by or repugnant to the context be deemed to moan and include his heirs, executors, assigns legal representatives, agents etc. of the Second part.

Cont....2

M/S BHAWANI BUILDERS

Jashis Mukherjee  
Partner

59 9 MAY 2009  
Dhanbad, Jharkhand

M/S BHAWANI BUILDERS

Mukesh Kumar Sinha  
Partner

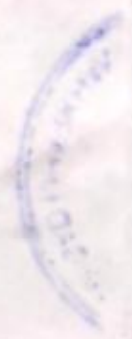


Handwritten signature and green ink stamp

✓

To to 71 Date 16.4.09  
Name Abhayam Pradhes  
of Borupur, Durgam  
Value 500

A. E. PANJA  
S. V. D.H.  
L. No. 872-Y.



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M/S BHAWANI BUILDERS  
Munish Kumar Singh

Partner

M/S BHAWANI BUILDERS

Arbis Munejia  
Partner

WHEREAS, the parties hereto thought it advisable and expedient to embody of all the terms and conditions of the partnership in a formally drawn up instrument of PARTNERSHIP DEED.

NOW THIS DEED OF PARTNERSHIP WITNESSETH

1. That, this partnership has commenced and shall be deemed to have commenced on and from 1.4.2009 with the parties to this deed of partnership as partners and the parties hereto as such carry on the business of partnership under the name and style of M/s Bhawani Builders provided always that the parties hereto always be at liberty to change, alter, modify the said name and style of partnership by mutual consent in writing.
2. That, the head office of business o partnership shall be at present be located at H.E School Road, Hirapur, Distt. Dhanbad (Jharkhand) but the parties here to shall always be at liberty to open other branch office and other offices at such places as may be agreed upon between them from time to time.
3. That, the partnership is a partnership at will terminable at the option of any of the partners by giving one months notice to the remaining other partners or leaving such a notice at the principle place of business, but the formality of notice at the waived of the firm is dissolved with the consent of the parties hereto and the remaining other parties a are declared entailed to carry on or continue the business.
4. That, the nature of the partnership business is construction of residential and commercial apartments in Dhanbad (Jharkhand) and in any other places in India .

5. That, the working capital shall be provided by the partners over which no interest shall be paid...

Handwritten signature and date: 29/5/09

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4. That, the nature of the partnership business is construction of residential and commercial apartments in Dhanbad (Jharkhand) and in any other places in India .

5. That, the working capital shall be provided by the partners over which no interest shall be paid, preferably on equal basic or as required. If necessary the capital an also be arranged by raising loan from the market and the bank on terms agreed upon by the partners.

6. That, profit and loss comes from this partnership business shall be distributed as under in the following ratio :

- |                            |   |     |
|----------------------------|---|-----|
| (1) Sri Mukesh Kumar Sinha | : | 50% |
| (2) Sri Ashis Mukherjee    | : | 50% |

09/5/09  
**NOTARY**  
**DHANBAD**



M/S BHAWANI BUILDERS  
Munish Kumar, S. K. S.  
Partner

M/S BHAWANI BUILDERS  
Jalaj Khatun  
Partner

7. That, the books of accounts as considered necessary by the partners will be maintained and kept at the need office of the business and shall not be removed from the place of business without the consent other partners. All the partners have liberty to inspect book of account any time and can take their copies.

8. That, the parties hereto shall be entitled to open bank account in the name of the firm M/s Bhawani Builders in any nationalized bank and shall be operate with the joint signature of both the two partners.

9. That, all the partners can draw reasonable amount from partnership account for their personal use and shall be debited from their capital and profit account at the time of distribution of profit and loss.

10. That, the partnership is at will and is at will and it shall not be dissolved on the death of any partners, his legal heirs, executors, administrators or representatives shall be deemed to have been admitted into the partnership in place of the deceased partners and the partnership shall stand so reconstituted if so fact provided such heir consent to be admitted as partner and is/are otherwise qualified to contract.

11. That, the parties hereto shall always be at liberty alter and modify any other terms condition of the partnership business by the mutual consent of the partners.

12. That, in case of any dispute amongst the partnership to in connection with the partnership of this deed arising amongst the parties or between any of them and the legal representatives of the other or others or between their legal representatives and whether during or after the partnership shall be referred to arbitration of three arbitrators appointed by the respective partners and in case of their deed agreement to the umpire appointed by the said arbitrators or the umpire

8/15/18

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89/51/98  
**NOTARY  
GHANBAD**



That, all the partners have liberty to do any other business on their individual capacity over which no claim in considered from any partners.

14. That, the Firm may incur loan from any bank or banks or any financial institution or individual or take Govt. assistance in the interest of the partnership

Business in which circumstances the firm, its assets and partners will be remain liable for the repayment of such loan and assistance with accrued interest.

15. That the partners will remain actively engaged in the firms business ,hence they will be regarded as working partners and for providing continued vigour to the business and by that reckoning such partners deserve adequate incentive and handsome compensation . Yet considering the restrictive provisions of section 40 (b) of the I.T.Act,1961 and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year .  
The remuneration payable to working partners shall be limited to maximum of the following amounts:-

- |   |  |
|---|--|
| (i) On the first Rs. 300000=00 of book profit | 90% of the book-profit or 150000=00, whichever is More |
| In case of loss                               |  |
| (ii) On the balance of the                    | at the rate of 60%                                     |

For the purpose of these clause "book profit " means the net profit as shown in the profit and loss account for the relevant previous year computed in the manner laid down in chapter IV-D of the I.T Act,1961 as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such amount has been deducted while computing the net profit.

However the remuneration payable to the working partners shall be limited to the profit in a case where the remuneration payable as p[er clause ( c ) exceeds profits.

16. That, the matters not mentioned in these deed provisions of the Indian partnership Act, 1932 as amended from time to time shall apply.

IN WITNESS WHEREOF THE PARTNERS, THE PARTIES HERE UNTO WHILE IN THEIR SOUND HEALTH, PERFECT MIND AFTER DUE CONSIDERATIN AND CUT OF THEIR OWWN FREE WILL AND CONSENT DO HERE TO UNTO SET AND SUBSCRIBED THEIR HANDS AND SEAL THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS :

Sunderban Prasad  
510 Lake Bypass Law  
J. c. mallick Road  
Hirapur Bhanikool

SIGNATURE OF PARTNERS  
**M/S BHAWANI BUILDERS**

*Mukesh Kumar (Partner)*

1. Mukesh Kumar **Partner**

**M/S BHAWANI BUILDERS**

2. Ashis Mukherjee

*Ashis Mukherjee*  
**Partner**

09/15/09  
**NOTARY**  
**DHANBAD**



Authorised  
s/s 8 (i) (e) of Notarised Act  
1952 (Act No. 53 of 1952)

Identified by  
*[Signature]*  
Adv.  
09.15.09