

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

100

भारत INDIA
INDIAN NON JUDICIAL

PARTNERSHIP DEED

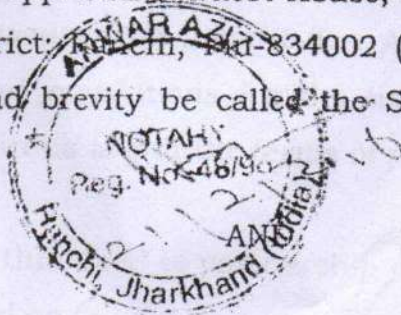
This deed of partnership is made on this the 20th day of February 2016,

BETWEEN

Sri Yashwant Kumar. Son of Ranjit Kumar, resident of F-85, Ashok Vihar, Opp: Ashok Nagar, Road No.1, Argora, district: Ranchi, Pin: 834002 (Herein for the sake of convenience and brevity be called the FIRST PARTY of the FIRST Part).

AND

Sri Amit Kumar. Son of Late Kamta Prasad Singh, resident of Shanti Sadan, Opp: JSEB Guest House, Namkum Road, Kusai, Doranda, district: Ranchi, Pin-834002 (Herein for the sake of convenience and brevity be called the SECOND PARTY of the SECOND Part).



Yashwant Kumar

Ratan Kumar Sahu

Amit Kumar

Anwaraz

रखण्ड JHARKHAND

C 645967

Sri Ratan Sinha, Son of Late Kamal Kishore Prasad, resident of Narayan Tower, Flat No.- E- 104, Amathia Nagar, Namkum, District — Ranchi, Pin- 834010 (Hereinafter for the sake of convenience and brevity be called the THIRD PARTY of the THIRD Part).

AND

Sri Pankaj Kumar Jha, Son of Sai Jageswar Jha, Near Gas Godown Sahedo Nagar, Mahua Toli, Namkum, Ranchi- 834010 (Hereinafter for the sake of convenience and brevity be called the FORTH PARTY of the FORTH PART)

The terms and the expressions of the First Party, the Second Party, the Third Party and the Forth Party unless excluded by or respondent to the subject or context shall mean and include their respective heirs, legal representatives, assignees, successors and the administrator.

Whereas all the above parties desire to start business in the line of construction, development and marketing of real estate and related materials.

And Whereas all the parties are ready to do the business by applying their joint effort and ability.

And Whereas in order to avoid future complications and misunderstanding and to comply with the various statutory requirements under The Income Tax Act, Service Tax Laws and other rules and regulations for the time being in force, all the parties are desirous to put the terms of partnership into writing.

Now Therefore this deed of partnership witnessed and the parties mutually agreed as follows.



Pankaj Kumar Jha

Sai Jageswar Jha
Ratan Sinha

Amrit Kumar

John of the

1. That the name of the partnership firm shall be OMEGA CONSTRUCTIONS.
2. That the business of the partnership firm shall be to do the business of doing contract jobs under various departments of Government, Semi- Government, Local Authorities, Corporate and Private concerns, marketing of real estate including sale, purchase, construction and holding as stock in trade of commercial, residential, and other plots, apartments, buildings, flats etc. and to do all other activities in relation to and incidental with above works.
3. That the address of the partnership firm shall be : Opp: J.S.E.B. Guest House, Near Bank of India, Namkum Road, Kusai, Doranda, Ranchi -834002, State : Jharkhand.
4. That the capital of the firm shall be contributed by the partners as per requirements on progress of business of the firm from time to time and initial capital of the firm shall be Rs. 15,00,000/- only to be contributed equally by all the partners.
5. That the business of the firm shall be deemed to have been commenced from 1st day of January, 2016.
6. That the partners shall share the profits of the firm in equal proportion and shall also contribute towards the losses in the same proportion



Sukany Kumar Thakur

Sukanya

Rohan Kumar

Amit Kumar

Jhankar

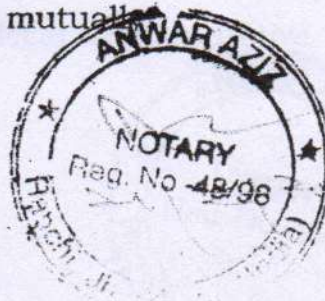
7. That capital contributed by the partners shall be entitled to simple interest @ 12% per annum to be calculated on opening balance of capital account every year.
8. That the partners shall be entitled to remuneration of Rs. 20,000/- each per month or such other amount as may be decided by the partners by mutual consent from time to time and such remuneration to partners, if any be paid, shall be subject to the provisions of section 40(b) of The Income Tax Act, 1961 and such other provisions a may be enacted from time to time.
9. That excess remuneration beyond the permissible limits under The Income Tax Act shall be treated as drawings of respective partners.
10. That the partners shall secure Permanent Account Number under The Income Tax Act and such other numbers, licences and registration as may be required to carry on the business of the firm under central, state or local statutes.
11. That one or more banking account may be opened in the name of the firm and all or any such bank accounts shall be operated by joint signatures of two partners, viz. the first partner i.e. Sri Yashwant Kumar and either of remaining three partners.
12. That the partners may rise loans from banks, individuals or such other sources as may become, suitable for the purpose of the business of the firm and under such terms and conditions as may be decided mutually.

Sri Yashwant Kumar

Rohit Kumar

Amit Kumar

Yashwant Kumar



13. That reasonable books of account shall be maintained by the partners for the business of the firm at its office and the books shall be kept open for access by the partners at any time without hindrance.
14. That the financial year will be followed as accounting year for the purpose of the business of the firm and a profit and loss account for the year ending on 31st March every year and a balance sheet as on every year ending shall be prepared along with other financial statements.
15. That the yearly accounts shall be subject to audit under section 44AB of The Income Tax Act, 1961 and such other acts as may be applicable.
16. That the partnership is a partnership by will and any of the partners desiring retirement shall give at least two months notice in writing to the other partners describing his intention to do so. New partner may also be admitted subject to such terms and conditions and at such profit/loss sharing rearrangement as may be mutually decided by the partners of the existing firm.
17. That in the event of death of either party, the business of the firm will not be stopped, but will be carried with the legal representative of the deceased partner.



Ratan Kumar Singh
Anil Kumar

Jubin Singh

18. That in the event of retirement , dissolution or closure of the business of the firm, the affairs of the firm shall be settled according to law.

19. That in the case of any dispute arising between the partners, the same shall be settled by mutual discussion, and if no settlement becomes possible, the same shall be referred to arbitrators appointed by the partners.

20. That other terms not included above shall be as per provisions of The Indian Partnership Act, 1932.

In witness whereof the partners now put their consent by signing hereunder on the date, month and year first above mentioned.

Witness

Jalwant Kumar

(Signature of FIRST PARTY)

1.

Amit Kumar

(Signature of SECOND PARTY)

2.

Ratan Kumar Saha

(Signature of THIRD PARTY)

Pankaj Kumar Saha

(Signature of FORTH PARTY)



Signature Attested
in the presence of
Certification of Lawyer

[Handwritten signatures]
21.2.2016