

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AFFFS7256A



नाम / Name

SHIVALIK BUILDCON

निगमन / गठन की तारीख

Date of Incorporation/Formation

09/02/2024

65950





Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 5ee11efdfb90ae4dda93

Receipt Date : 09-Feb-2024 12:04:15 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Dhanbad

Stamp Duty Paid By : ANJANI KUMAR

Purpose of stamp duty paid : Partnership deed

First Party Name : ANJANI KUMAR

Second Party Name : KUMAR ABHISHEK AND SURAJ KUMAR

GRN Number : 2400602446

NOTARY
DHANBAD

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

Suraj Kumar
Anjan
KUMAR abhishek



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



Suraj Kumar
Ajant
KUMAR abalwick



NOTARY
DHANBAD

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 9th day of February 2024 (Nine day of February Two Thousand Twenty Four) by and between:

- 1) **Sri Suraj Kumar**, S/o Rakesh Kumar, by faith- Hindu, by occupation business, resident at Opposite Durga Mandir, Near Zila School, Babudih, Baromuri, Dist- Dhanbad, in the state of Jharkhand, PIN- 828130, AADHAR NO - 701798378875 hereinafter called and referred to as **First Partner** (which expression shall unless excluded by or repugnant to the context shall always be deemed to mean and include his heirs, executors, assigns, administrators and legal representatives) of the FIRST PART.

Surya Kumar
Anjani
Kumar Abhishek

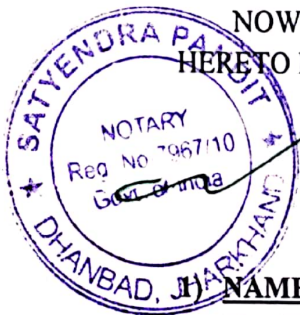
NOTARY
DHANBAD

- 2) **Sri Anjani Kumar**, S/o- Satanand Sharma, by faith- Hindu, by occupation - business, resident at Duplex-A, Sun Shivay Apartment, Near St. Xavier School, Nawadih, Dhanbad, Jharkhand, PIN – 828130, AADHAR NO - 218434707323 hereinafter called and referred to as **Second Partner** (which expression shall unless excluded by or repugnant to the context shall always be deemed to mean and include her heirs, executors, assigns, administrators and legal representatives) of the SECOND PART;
- 3) **Sri Kumar Abhishek**, S/o- Kapil Dev Singh, by faith- Hindu, by occupation - business, resident at, Kenduadih, P.O&P.S- Kenduadih, Dist- Dhanbad, PIN- 828116, AADHAR NO- 778192052890 in the state of Jharkhand, hereinafter called and referred to as **Third Partner** (which expression shall unless excluded by or repugnant to the context shall always be deemed to mean and include her heirs, executors, assigns, administrators and legal representatives) of the THIRD PART

AND WHEREAS the parties of this deed mutually decided to carry on the Business of Land Development, sale and purchase of land and construction of Building, participation in government tenders etc in partnership with effect from 15.01.2024 under the name & style of “M/S Shivalik Buildcon” having its registered Office at Duplex-A, Sun Shivay Apartment, Near St. Xavier School, Nawadih, Dhanbad, Jharkhand, PIN – 828130

AND WHEREAS under the such circumstances its has been thought expedient to execute a Deed of Partnership embodying the Terms & Condition as mutually agreed, decided and settled amongst them.

NOW THIS DEED OF PARTNERSHIP WITNESSES AND THE PARTIES, PARTNERS HERETO MUTUALLY AGREE ON FOLLOWING TERMS & CONDITIONS:



1) NAME OF BUSINESS :

The Business of the Firm shall be carried on under the Name & Style of “M/S Shivalik Buildcon”. The partners with their mutual consent, may carry on business in any other name or names.

2) PLACE OF BUSINESS :

The principal place of Business shall be situated at its registered Office at Duplex-A, Sun Shivay Apartment, Near St. Xavier School, Nawadih, Dhanbad, Jharkhand, PIN – 828130.

Sury Kumar
Ajay
Kumar

The partners with their mutual consent may extend the business to any other place or places.

3) **NATURE OF BUSINESS :**

The main business of the firm shall be to carry on the business of Land Development and Plotting, sale and purchase of land and real estate construction, participation in government tenders etc. The partners with mutual consent may enter into other trade or trades.

4) **CAPITAL :**

The capital of the partnership firm shall be contributed by the partners as mutually decided among them as and when required.

5) **BANKING OPERATION :**

Either of two partners jointly shall be authorized to operate/close the bank account jointly. Only these partners jointly shall be entitled to draw negotiable instrument, issue Cheque and do other Banking operation on behalf of the firm. None of the partners shall be entitled to take loans without the consent of other partners.

6) **ACCOUNTING YEAR :**

The partnership shall be deemed to have commenced on 09.02.2024 and its First Accounting Year shall be closed on 31st March 2024 and thereafter on 31st March every year.

7) **THE DRAWING :**

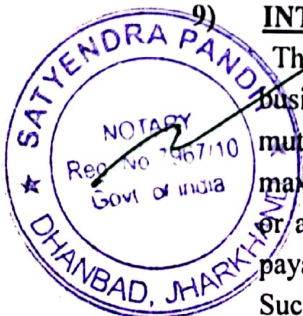
The partners Shall be entitled to draw such amount as mutually decided among the partners for personal use or pocket expenses out of the accruing share of the Net Profit of the Partnership Firm and such drawing shall be adjusted at the time of six monthly accounts. If any partner draw more then his share profit, it will have to be refunded and adjusted.

8) **REMUNERATION TO PARTNERS :**

All the continuing partners of this agreement have agreed to work in the partnership firm as working partners. It is hereby agreed that in consideration of all the partners devoting their time and attention Towards the business of the partnership, they shall be entitled to draw maximum remuneration of Rs 20,000/- per month subject to the applicability of sec.40(b) of the Income tax act 1961.

9) **INTEREST TO PARTNERS :**

The necessary capital as well as further funds required for the purpose of the partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time. Interest at the rate of maximum 12% per annum or such low rate as may be prescribed by income tax Act. 1961 or any amendment there or which may be in force in the relevant financial year shall be payable to the partner on the amount standing to the credit of the account of the partner. Such interest shall be calculated and credited to the account of partner at the close of accounting year



Suraj Kumar
Anjani
Kumar Abhishek

10) **PROFIT/LOSS SHARING OF PARTNERS :**

The Net Profit/Loss of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to manufacturing/and/or Trading Activities and/or business of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners, in accordance with this Deed of Partnership shall be divided and distributed amongst the partners of the close of the accounting year in the following proportion :-

SHARE IN PROFIT/LOSS

1) Suraj Kumar	33.00 %
2) Anjani Kumar	33.00 %
3) Kumar Abhishek	33.00 %

And 1% of total profit will be left in bank account for the maintenance of this firm papers

11) **ACT OF PARTNERS :**

All the Partners shall be the active Partner and the partners shall look after the business of the firm honestly, diligently and faithfully to the best of their ability, and in the best interest of the firm.

12) **RELATIONSHIP OF PARTNERS :**

The partners shall be just and faithful to each other in all transactions relating to the said partnership and shall at all times give to the other partners just and faithful accounts of transactions etc. without concealment or suppression and shall upon every reasonable request give a full and correct explanations thereof to other parties.

13) **GOODWILL OF THE FIRM :**

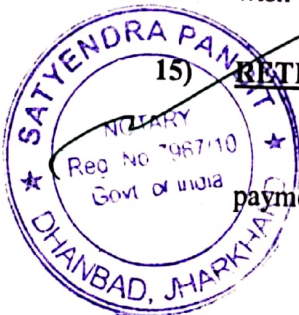
At the time of retirement or death of any partner goodwill and tenancy right will always be treated as assets of the firm and no partners shall have any exclusive right in goodwill and tenancy right of the firm.

14) **NATURE OF PARTNERSHIP :**

It has been agreed by parties that this partnership shall not be dissolved only at the will or wish of a single partner.

15) **RETIREMENT/CESSATION & DEATH OF EXISTING PARTNERS:**

a) On retirement of a partner, the retiring partner shall be entitled to receive full payment in respect of all his rights, title and interest in the partner as herein provided.



Surya Kumar
Ajay
Anil Kumar

c) Partner may cease to be the partner of the M/S Shivalik Buildcon by giving a notice in writing of not less than three months to the other partner of his intention to retire as partner

b) Upon death of partners their nominee shall be admitted as a partner of the M/S Shivalik Buildcon in place of such deceased partner. The nominee of such deceased partner shall be entitled in respect of the right, title and interest of such deceased partner.

16) **DISSOLUTION OF PARTNERSHIP :**

The partnership shall be dissolved :-

- a) By the adjudication at a partner.
- b) By the happening of any event which make it unlawful for business of the firm to be carried on or for the partners to carry it on in partnership.

17) **MODE OF SETTLEMENT OF ACCOUNTS BETWEEN PARTNERS :** In settling the accounts of a firm after dissolution the following rules shall subject to agreement by the partners be observed :

- a) Losses, including deficiencies of capital shall be paid first out of profits, next out of capital and lastly, it necessary by the partners individually in the proportion, in which they were entitled to share property.
- b) The Assets of the firm, including any sums contribution by the partner to make up deficiencies of Capital, shall be applied in the following manner:-
 - I) In paying the debts of the firm to third parties
 - II) In paying to each partner ratably what is due to him from the firm for advances as distinguished from capital.
 - III) In paying to each partner ratably what is due to him on account of capital, and
 - IV) The residue, if any, shall be divided among the partners, in the proportion in which they were entitled to share profit.



18) **APPLICATION OF PARTNERSHIP ACT :**

In all other matters not specifically mentioned herein above, the provisions of the Indian Partnership Act 1932 in force from time to time shall be applicable.

19) **ARBITRATION :**

In case there arises any dispute or difference between the partners interest with regard

Suraj Kumar
Ajai
Kumar Abhishek

to anything relating to partnership business, it is hereby specifically agreed and declared that the same shall be referred to arbitration and decided and settled in terms of the provision of Indian Arbitration Act, in force from time to time.

20) AMENDMENT AND ALTERATION :

The partners may with their unanimous consent modify and or delete any terms and conditions of the partnership herein above mentioned.

IN WITNESS WHEREOF the parties as aforementioned have signed this Deed of Partnership on the day, month and year herein above mentioned in presence of Witnesses :

Witnesses :

1. Sandeep kumar
Add. Mahuda, po-Silphar

2 रमेश प्रकाश कर्मा
जय प्रकाश नगर
बेलावा

EXECUTANTS :

1) Suraj Kumar

2) Ajai

3) Kumar Abhishek
Identified by 1

M. Kumar
Adv.
09-02-2024

[Signature]
NOTARY
DHANBAD



Authorised
u/s 297 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (i)
of the Notaries Act 1952
(Act No 53 of 1952)