



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: e502b1fe098d0f5f2265

Receipt Date: 05-Dec-2020 05556:14 pm

Receipt Amount: 500/- Noteries Act 1952 Act) III of 1952

Amount In Words: Five Hundred Rupees Only

Document Type : Partnership Authorised w/s 297 (1) (C) of the

District Name : Hazaribag

code of Criminal procedure 1973

Stamp Duty Paid By : VARDAAN DEVELOPERS ( 1974)

Purpose of stamp duty paid : PARTNERSHIP

First Party Name : VARDAAN DEVELOPERS

Book 1 No. 813 Date Second Party Name : RITVIK ANAND AND AARYAN KUMAR

13 of 1952 & Notaries Rules 1952

MOTARY RAMGARD

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

Ritvik Amand

Aaryan Kumat AARYAN KUMAR



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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतू उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Charely Advocate EXECTIONS

Ramgarh (Jharkhand)

## AGREEMENT / E.T.C.





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NOTARY |
Ramgarh
(Jharkhand)

### DEED OF PARTNERSHIP

This DEED OF PARTNERSHIP is executed on this the 5th Day of December 2020 between:

(1) RITVIK ANAND, Son of Sri Sanjay Kumar, aged about 21 years, resident of Ranchi, Dist. Ranchi -834001, by faith Hindu, by occupation Business, hereinafter called and referred to as the FIRST PARTY

#### AND

(2) AARYAN KUMAR. Son of Sri Anil Kumar Suman, aged about 19 years, resident of Matwari Colony, Near PTC Ground, Hazaribagh, Dist. Hazaribagh -825301, . by faith Hindu, by occupation Business, hereinafter called and referred to as the SECOND PARTY

The terms FIRST PARTY and SECOND PARTY shall include unless excluded by repugnant to the subject for context to these presents their respective heirs, executors, administrators, legal representatives, successors-in-interest and assignees.

Whereas, All the Party has decided to start a new business of renovation of existing buildings, purchase of new land, and the sale of the constructed land, Contractors and Construction Contract, Construction Work, Trading of Real Estate, Real Estate development Planning and execution of a property development project, Joint Agreement of Land or Building Development and allied Activities in Partnership under the name & style as M/S VARDAAN DEVELOPERS on the Terms & Conditions agreed upon by All of them.

AND WHEREAS the parties hereto have considered it necessary and expedient to execute a Deed of Partnership incorporating therein the terms and conditions under which the business of the Firm shall be carried on.

Ritvik Amand

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#### **NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:**

- 1. That the name & style of the Firm shall be "MEVARDAAN DEVELOPERS" with the hereto as its partners PROVIDED that the partles may by mutual consent change the name and style of the business in future if they desire so.
- That the Firm shall be deemed to have commenced with effect from 05.12.2020. The parties
  hereto further agree to carry on the Partnership Business in future on the terms and
  conditions laid down herein and the Partnership shall continue until dissolved as per the
  terms of this PARTNERSHIP DEED.

That the Business of the Firm shall be of renovation of existing buildings, purchase of new land, and the sale of the constructed land, Contractors and Construction Contract, Construction Work, Trading of Real Estate, Real Estate development Planning and execution of a property development project, Joint Agreement of Land or Building Development and allied activities in with such other business or businesses as may be mutually agreed upon by the parties hereto from time to time.

- 4. That the initial capital of the firm shall be contributed by all the parties hereto. Later on the capital of the firm shall be contributed by the Parties hereto as and when required as per their convenience and as mutually settled among themselves from time to time.
- 5. That the parties hereto shall share the Profit/Loss of the Business in the following proportion:-

RITVIK ANAND - 50%

AARYAN KUMAR - 50%

6. That the parties hereto shall be entitled to simple Interest @12% or at rate as may be decided by them from time to time, keeping in view the provisions of Income – tax Law and or Profit earned by the Firm. However the parties hereto may by their mutual consent add, amend, alter, modify, reduce, vary or cancel this clause in any manner as may be mutually decided between them from time to time.

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- That all the parties hereto being working partners shall be entitled to remuneration. The total remuneration payable to each working partners shall be 20000.00 per month, The remuneration payable to the working partners as above shall be credited to the Capital Account of the parties hereto on ascertainment of Book Profit. However the parties hereto may by mutual consent, add, amend, modify, reduce, vary or cancel this clause in any manner as may be mutually decided between them from time to time.
- That the firm shall adopt Financial Year as its accounting year and the end of each year the accounts of the firm shall be prepared and the resultant net Profit and or loss, as the case may be shall be divided among the parties, as mentioned in clause No. 5 of this Deed.
- Any partner or person may be authorized by all the partners to carry on the activity of sale and purchase. Rest all day to day management of the firm shall be the responsibility of all the parties hereto. All the Parties hereto shall have severally, sole and exclusive authority to represent the firm and other Partner(s) hereof in all the dealings with other contracting parties. The said right and authority shall include the right to receive payments and to give valid discharge, to make representation, to lay claims, to sign and file the papers before Industry Department, GST Department, Income Tax Department, Labour Department, E-Nibandhan Jharkhand Govt and other concerned departments, to prefer to arbitration and legal proceedings etc. Provided further that if it is deemed necessary to execute one or more power of attorney or attornies the same shall be executed by all the parties hereto without any let or hindrance.
  - That the Bank Account of the Firm shall be opened with any nationalized/private bank with the Joint Signatures of all the parties hereto. The bank account of the firm shall be operated under the Single Signatures of any Party.
  - That the firm shall be entitled to raise loan or loans from Bank, Government, Semi -Government, Public Institutions or private Institutions or friends for the purposes of carrying on the business of the Firm with the consent of all the parties hereto, However, the parties hereto shall have no right to use the amount of loan so raised for their personal purposes.
  - That the head office of the firm shall be located at "C/o House of Sanjay Kumar, 1st Floor, Sharma House, Matwari Colony, Hazaribagh-825301 or at such other place or places with such branch or branches at such other place or places as may be agreed amongst themselves. AARYAN KUMAR

Ritvik Amand

- That the proper Books of Accounts shall be maintained recording therein all the transactions of the firm as and when they occur. Such books shall to kept at the office of the firm and shall not be removed from office except for firms requirement or with consent of partners.
- 14. That no partner hereto shall without the written consent of the other partner:-
  - Borrow any money for the purpose of the partnership business from any person whatsoever except from the other partner(s).
  - Employ any of the money, goods or effects of the partnership business except in the (b) ordinary course of the business and upon the account and for the benefit of the partnership business.
  - Lend money or give credit on behalf of the partnership business or have any dealing (c) with any person, Company or Firm whom the other partner(s) has/have previously in writing forbidden him to trust or to deal with.

no loss incurred through any breach of this provision shall be made good to the partnership by the partner incurring the same.

- That no party hereto shall assign, mortgage, sell or charge his share in the partnership business or part of such share without the written consent of the other party hereto.
- That no new Partner can be introduced without prior consent of all the existing partners. 16.
- That the Partnership shall be "PARTNERSHIP AT WILL" and any partner may retire or 17. withdraw from the partnership after giving One calendar month's notice in writing to other partners of his intention to do so. And the business carried on by this firm shall not be dissolved by the retirement or withdrawal of any of the partners. The surviving parties shall have exclusive right to continue the business as they may deem fit without any let or hindrance from retiring partner or partners. In case of retirement, the continuing partners shall pay to the retiring partner the amount standing to his credit in his capital account after adjustment of profit or loss as the case may be up to the date of retirement within two months of retirement. In the event of failure of the continuing partners to pay the entire amount within the said stipulated period, they shall be liable to pay simple interest @ 12% p.a. on the amount due to the retiring partner calculated w.e.f. the next day of retirement.
- That incase of death of any of the partners, the partnership shall not ipso-facto-stand 18. dissolved. Rather the legal heir/heirs and legal representative/ representatives of the Aaryon Kumar

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AARYAN KUMAR

deceased partner shall be admitted as partner or partners to the extent of the share of the deceased partner, if they so agree and desire. In case they do not so agree, the provisions of Clause 17 (Seventeen) above shall apply.

- That any dispute or difference that may arise between the parties hereto relating to the partnership business and which cannot be mutually settled shall be referred to arbitration and shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT 1996 as amended from time to time.
  - That save in so far as the terms and conditions of the Partnership are specifically provided herein, the terms and conditions will be governed by the provisions of the partnership Act, 1932 as amended from time to time.

That the term and conditions laid down herein may be altered or added to or varied by mutual agreement amongst the parties.

That the Firm shall enter into any Joint Venture with any other Person.

IN WITNESS WHEREOF THE PARTIES hereto have affixed their signature to these presents the day month and year first mentioned above.

WITNESS:

SIGNATURE OF THE PARTIES

Sanyay Kumar 1. Slo Late BALDEO SHARMA SHARMA HOUSE, MATWARI COLONY, HAZARIBAG,

2.

ANIL KUMAR SUMAN 5/0 Late Baldeo Shazma SHARMA HOUSE MATWARI COLONS HAZARIBAG

Ritvik Amand.

RITVIK ANAND

(FIRST PARTY)

Aaryan Kumar

LARYAN KUMAR

**AARYAN KUMAR** 

(SECOND PARTY)

IDENTIFIE THE EXECUTANT

AND WITNESS PUT THEIR SIGNATUR. IN MY PRESENCE.

Ramgarh (Tharkhand)