

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No.

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Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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08-Jun-2019 02:39 PM

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SUBIN-JHJH900030423054680736644R

SURESH KUMAR SINGH AND OTHERS

Article 46 Partnership

PARTNERSHIP

(Zero)

SURESH KUMAR SINGH AND OTHERS

SURESH KUMAR SINGH AND OTHERS

(One Hundred only)



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

## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP executed on this the 12th day of June 2019

### BETWEEN

Suresh Kumar Singh son of Shri Shiv Nath Singh, resident of White House, Shivaji Phehal, Ratu Road, Ranchi, Jharkhand-834005, having PAN- AOGPS7594K

the delled and referred to as the FIRST PARTY.

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M/s S K DEVELOPERS

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(2) Shri Shambhu Prasad son of Late Ram Sagar Prasad, resident of Near Kabristan, Ratu Road, Ranchi, Jharkhand-834001, having PAN-AHDPP1342G hereinafter called and referred to as the SECOND PARTY.

#### AND

(3) Shri Kamlesh Kumar Prasad son of Late Ram Sagar Prasad, resident of Prasad Cement, Ratu Road, Ranchi, Jharkhand-834001, having PAN- AOBPP6402Q hereinafter called and referred to as the THIRD PARTY.

Whereas the FIRST PARTY AND SECOND PARTY AND THIRD PARTY hereto, shall unless repugnant to the context, include their heirs, executors, legal representatives. successors, administrators and assigns.

AND WHEREAS all the three parties met on several occasions in Ranchi and interacted on business subjects and discussed the need of creating a business firm AND WHEREAS during the course of such discussions they decided to work together to develop and create a business firm.

AND WHEREAS in the mutual interest of the parties, hereto, it has been agreed upon that in terms and conditions mutually settled between both the Parties be incorporated in a properly drawn Deed of Partnership to avoid future disputes and differences.

## IT IS, THEREFORE, AGREED AS UNDER:

That the partnership business shall be deemed to have commenced on 12th day of June 2019 under name and style of M/s. S K DEVELOPERS with all the Three Parties, aforementioned, as its Partners.

hat the Premises of the firm shall be situated at Chakroverty Tower, Shivaee Park, ACRatu Road, Ranchi, Jharkhand-834005, District Ranchi, in the State of harkhand or such other place or places as the Partners hereinafter from time to time decide

M/s S K DEVELOPERS

M/s S K DEVELOPERS

Partner's

- That the Firm shall carry on the business of Builders, Developers, Manufacturing,
  Trading and Agency Business as may be decided by the partners from time to time
  and/or any other business or businesses as may be agreed upon by the parties from
  time to time.
- All the outgoing and expenses of the firm shall be paid out of the capital and profits of the business.
- That the capital of the firm shall be contributed by the parties as per their convenience and as mutually settled among themselves from time to time.
- That the parties, hereto, shall share the Profit and/or Loss in the following Proportions:

FIRST PARTY

50%

SECOND PARTY

25%

THIRD PARTY

25%

- That the parties, hereto, shall be entitled to interest on their capital @ 12% per annum
  or at a rate as may be decided by them from time to time.
- That the interest payable as per clause 7 above may be reduced, increased or otherwise varied as may be mutually settled between the partners from time to time.
- 9. That ALL the partners, shall be the working Partners and shall be entitled to remuneration as follows:

(i) On First Rs. 3lac of Book Profit/Loss

Rs. 1,50,000/- or 90% of the book profit

M/s S K DEVELOPERS

whichever is higher

(ii) On the balance of the

Partners

60% of the book profit.

Book profit.

However, the total amount of remuneration shall not exceed the amount allowable as per the Provisions of Section 40(b) (v) of the Income Tax Act, 1961.

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PROVIDED that the quantum of Remuneration may be increased/or decreased in accordance to the profits earned by the Firm, by mutual consent of the parties hereto, as and when required for

That the parties, hereto, shall share the Remuneration in the following Proportions:

FIRST PARTY

50%

SECOND PARTY

25%

THIRD PARTY

25%

- 10. That the accounts of the Firm shall be finalized on 31st March of every year, and at the end of each accounting period the Final Accounts of the Firm shall be prepared and the resultant net profit and/ or loss shall be divided between the Partners as mentioned in Clause 6 (Six) of this Deed of Partnership.
- 11. That the accounts of the partnership shall be properly and regularly maintained and shall be open to inspection of the partners or their authorized representatives, who shall be at liberty to make such extracts there from as they may think fit and proper.
- 12. That all the parties shall be executive partners and all the partners shall have the right to appoint, dismiss, discharge transfer or suspend any employee under the payroll of the firm with mutual consent.

No partner shall without the consent in writing of the other partners, release or compound any debt owing to the firm or diminish the security of the firm without receiving the full amount or/and any money or deliver on credit goods belonging to or otherwise give credit on behalf of the firm, otherwise than in the usual course of the business of the firm or make any assignment either absolute or by way of mortgage or declaration of trust of his share or interest in the firm or do anything whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execution.

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- 14. That proper books of accounts shall be maintained recording therein all the transactions of the Firm as and when they occur. Such books shall be kept at the office of the Firm and shall not be removed from the office except on Firm's requirement or with the consent of both the Partners.
- 15. That the Partnership shall be Partnership "AT WILL," and any partner may retire or withdraw from the partnership after giving one calendar month's notice in writing to the Other Party of his intention to do so and the partnership constituted vide this Deed of Partnership shall stand to be dissolved. Such notice however will not be necessary if he retires with the consent of the other partner. Unless otherwise mutually settled and agreed between the partners, no value will be put on the goodwill of the firm which if any will belong to the continuing partner or partners.
- 16. That the firm will not be dissolved on the death of any of the partners. If any partners dies, one of his heirs, or legal representatives who is a major at the time of his death, will be considered to be taken in as a partner in his place and all the terms and conditions of this partnership deed will be applicable to such newly constituted partnership and such there or other legal representative who is taken in as a partner, shall if a major be deemed to have executed this partnership deed in place of the deceased partner. In case such heir of other legal representative does not want to become a partner, the deceased partner will be deemed to have retired from the partnership as from the date of his death and the business will continue with only the surviving party or parties and the provision of clause 15 will apply.

That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

If any partner commits any breach of the terms of this deed of partnership, the other partners shall be at liberty, within a month from becoming aware of such breach to determine the partnership by issuing notice in writing to the offending partner.

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M/s S K DEVELOPERS

M/s S K DEVELOPERS

Partner's

- 19. That any dispute or differences that may arise among the parties hereto relating to the Partnership Business, the same shall be mutually settled or may be referred to a person or persons mutually agreed as arbitrators and the decision of the said arbitrators shall be final and binding on the partners and shall not be challenged in court of law.
- 20. 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 Indian Partnership Act, 1932, as amended from time to time.
- 21. That the firm may undertake other businesses depending on the availability of funds, scope and opportunity with the written consent of all the partners.
- That the terms and conditions laid down herein may be altered, added to or amended by mutual agreement among the partners as and when it feels necessary.
- 23. That the firm's Banker shall be any scheduled bank as the partners shall from time to time mutually agree upon and all Money, Cheques, Drafts and other securities belonging to the firm shall be paid into or deposited with the said bank.
- 24. All transactions, cheques, Bills and other documents made/drawn for the purpose of the firm shall be signed by any of the three parties and all the cheques and money in the name of firm shall be drawn under the signature of any of the three parties.

FIRST PARTY

SURESH KUMAR SINGH

SECOND PARTY

SHAMBHU PRASAD

THIRD PARTY

KAMLESH KUMAR PRASAD

M/s S-K-DEVELOPERS

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE AFFIXED their signatures these presents, the day and year first mentioned above.

#### WITNESSES

#### SIGNATURE OF THE PARTIES

1. Lhaubu Kuwa Singh FIRST PARTY:

S/O Shri Kant Singh

Vill - Meera Bhawan

Sahyogi Nagar, Senta

D-Marder, Pis- Maidu

Dish-Rangarh, Jharkhand

2. 829117 SECOND PARTY:

M/s SK DEVELOPERS

M/s SK DEVELOPERS

M/s SK DEVELOPERS

Partner's

M/s S K DEVELOPERS

THIRD PARTY:

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Partner