

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 1c5ca8b5e772e3b6371e

Receipt Date : 27-May-2022 01:11:58 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Ranchi

Stamp Duty Paid By : BISHWAJIT SAHA

Purpose of stamp duty paid : PARTNERSHIP DEED

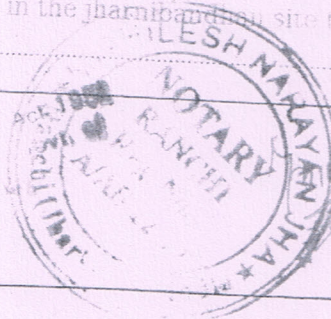
First Party Name : BISHWAJIT SAHA

Second Party Name : SHEELA PRASAD

GRN Number : 2211412141

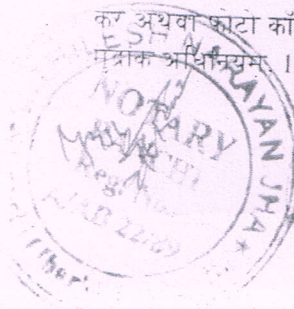
This receipt can be verified in the jharkhand.gov.in site through receipt number

704
704
3 MAY 2022
Notarised under Notaries Act, 1956
Jharkhand (Ranchi)



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।



Bishwajit Saha, For Ganpati Real Homes
Bishwajit Saha: Shree Ganpati

DEED OF PARTNERSHIP

This DEED OF PARTNERSHIP made on this the TWENTY FIRST day of MAY TWO THOUSAND AND TWENTY TWO here at Ranchi.

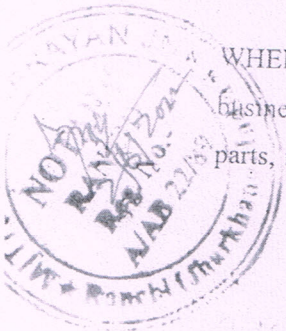
BETWEEN

SRI BISHWAJIT SAHA, son of Sri Ranjit Kumar Saha, by profession Business person, permanent resident of K-411, Block – A, Tapovan Residential Estate, Hawaii Nagar Road No. 2, Hawaii Nagar, Hatiya, District Ranchi, Jharkhand - 834003 [PAN: AGJPS6497C, UID No. 8630 1219 0893] (hereinafter called the 'FIRST PARTY') of the FIRST PART, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives, assigns and agents of their respective parts;

A N D

SMT SHEELA PRASAD, daughter of Sri Jagdish Prasad, by profession Business person, permanent resident of K311 Block – A, Tapovan Residential Estate, Road No. – 2, Hawaii Nagar, Hatiya, District Ranchi, Jharkhand - 834003 Ranchi [PAN: AJGPP0492E, UID No.: 4133 3703 2778] (hereinafter called the 'SECOND PARTY') of the SECOND PART, which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives, assigns and agents of their respective parts;

WHEREAS the parties mentioned hereinabove were desirous and have agreed to do the business of construction, including but not limited to building of complete constructions or parts, real estate and renting services in relation to buildings and facilities including but not



Bishwajit Saha

For Ganpati Real Homes

Bishwajit Saha
Partner

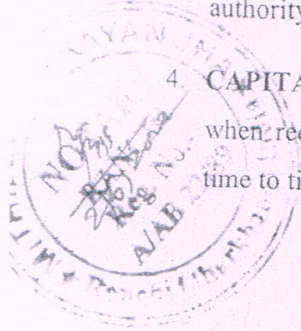
Sheela Prasad

limited to residential and non-residential buildings, parks, societies, amusement areas, commercial spaces and like, civil contractors, and other similar activities in partnership.

AND WHEREAS the parties aforementioned were desirous of reducing the terms and conditions of this Partnership Agreement into writing and to draft the deed of Partnership with effect from the 21st day of May, 2022.

NOW THIS DEED OF PARTNERSHIP WITNESSETH as under:

1. **NAME:** That the partnership firm shall be carried on under the name and style of **M/s. GANPATI REAL HOMES**. However, the partners may mutually agree to change the name of the firm in future and they reserve the right of reconstruction of the firm and/or its amalgamation with any other firm or firms carrying on business of similar or dissimilar nature or for any other reason or reasons as the partners may deem fit.
2. **PLACE OR PLACES OF BUSINESS:** That the registered or principal place of business of the firm shall be situated at **"SUMITRA SADAN, MAIN ROAD, HINOO, DISTRICT - RANCHI, JHARKHAND - 834002"**. The mentioned address may be changed and office may be shifted to such other place or places as may be agreed upon by both the partners from time to time.
3. **BUSINESS:** That the principal business of the said Partnership Firm "M/s. Ganpati Real Homes" shall be that of construction, builders, developer, property dealer, contractors, renting, selling and like and they may carry out, perform and / or undertake all types of activities related and ancillary to the above objects of the business. The partners may from time to time also undertake to carry on any other kind of business which may or may not be related to the above business with mutual consent upon intimation to any relevant statutory authority, as may be required.
4. **CAPITAL:** The capital of the firm shall be contributed by both the parties, hereto, as and when required, as per their convenience and as mutually settled between themselves from time to time.



Brijrajit Saha

For Ganpati Real Homes

Brijrajit Saha
Partner

Pradeep Kumar

5. **INTEREST ON CAPITAL:** That the capital shall be entitled to interest at the rate of 12% per annum. The rate of interest may change as per written mutual agreement between the parties from time to time. The parties may waive or not charge interest on capital, if agreed so, in writing by both the parties.
6. **ACCOUNTING YEAR:** That the accounting year or financial year of the firm shall be the period of one year commencing from the 1st day of April to the 31st day of March.
7. **SALARY / REMUNERATION:**
- (a) That both the partners of the firm shall be the actively working partners and will look after and manage the affairs of the partnership business and they shall continue to do so, for which they shall be entitled to and be paid salary / remuneration which shall be computed as under:
- A. On the first Rs. 3,00,000/- of the Book Profit : Rs. 1,50,000/- or at the rate of 90% of the Book Profit, whichever is more;
- B. On the balance amount of Book Profit : at the rate of 60%.
- (b) The total amount of Salary/Remuneration, as worked out above, shall be divided between the parties as under:
- | | | | |
|------------------------|-----------------|---|------|
| (1) Sri Bishwajit Saha | (First Party) | - | 50 % |
| (2) Smt. Sheela Prasad | (Second Party)- | | 50 % |

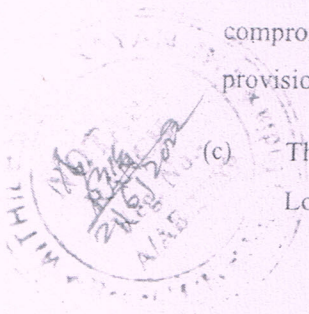
However, the parties may, by mutual consent, reduce the amount of salary / remuneration or may not charge any salary / remuneration as mutually decided amongst them from time to time. The parties may also by mutual consent increase the total amount of salary remuneration payable to the partners if the same is permitted by laws of the land without compromising on the legal validity and allowability of such remuneration under various provisions of the prevalent tax laws.

- (c) The salary/remuneration payable / paid to the parties shall be debited to the Profit & Loss Account of the firm before arriving at the amount divisible between the partners.

For Ganpati Real Homes

Bishwajit Saha

Bishwajit Saha
Partner



8. **DETERMINATION OF PROFIT:** That for the purpose of determination of profits or losses of the Firm, it shall cause to prepare its accounts at the end of its accounting year as per clause (6) of this deed. The profit will be determined after deducting all expenses related to business of partnership including but not limited to expenses related to construction, architectural fees, professional fees, structural design fees, any allowances or salary or interest paid / payable to the partner / partners and other like expenses.

9. **SHARING OF PROFITS AND LOSSES:** That the profit or loss as the case may be shall be divisible among the partners as under:

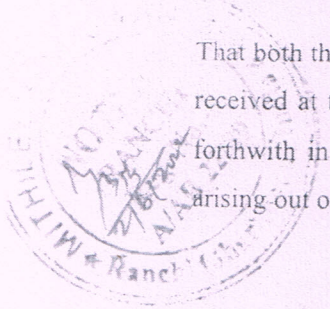
(1) Sri Bishwajit Saha	(First Party) -	50 %
(2) Smt. Sheela Prasad	(Second Party)-	50 %

However the partners may revise the profit/loss sharing ratio by mutual consent in writing.

10. **DUTIES AND MANAGEMENT:** That all the partners shall, at all times during the partnership, devote their time and attention to carry on the business for the common benefit of the firm and shall be just and faithful to each other. Each partner shall be free to participate in the conduct of the business of the firm as and when required and considered necessary and useful. However, the administrative and other allied duties and responsibilities may be delegated to a particular partner or all the partners for day to day management and control of particular work. The partners will be free to seek assistance and guidance from other partner in conducting the affairs of the Firm.

That the partners shall not, without consent of the other partners, raise loan or mortgage the property of the Firm or bind the Partnership firm in any way whatsoever.

That both the partners shall sign the agreement with the prospective purchaser and the amount received at the time of booking or any subsequent amount of installment shall be deposited forthwith in the firm's account with bank. And for the construction and other implications arising out of construction both the partners shall be liable.



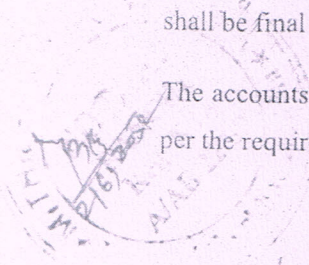
Bishwajit Saha

For Ganpati Real Homes

Bishwajit Saha
Partner

Sheela Prasad

11. **BANK ACCOUNT:** That the firm shall be entitled to open accounts with any Bank or Banks in the name of the firm and all such banking accounts shall be jointly operated upon by the partners.
12. **LOANS AND BORROWINGS:** That the firm may take loans or advances from any bank/banks or other financial institutions for the purpose of carrying on the business of the partnership firm and such loan thus taken shall be treated as loan of the firm and the partners shall be liable thereof jointly or severally in the ratio of their profit sharing as mentioned in clause 9 of this partnership deed. But any loan so taken shall be after written consent of both the partners.
13. **ADMISSION OF NEW PARTNER:** That, upon the decision of the partners, any person or persons may be taken or admitted in the firm as a new partner or partners on such terms or conditions as may be agreed upon, with the new partner and the present partners.
14. **RETIREMENT:** That any partner may retire from the partnership firm at any time giving to the other partner a notice of not less than two calendar months in writing or a shorter notice if the other partners so agree.
15. **PARTNERSHIP AT WILL:** That this partnership shall be PARTNERSHIP AT WILL and any of the parties, hereto, may retire or withdraw from the partnership with the consent of the other partner after complying with the condition mentioned in clause 13 of this partnership deed. In case of death or retirement of any one of the partners, hereto, the firm shall not ipso facto stand dissolved. The continuing partner/partners/person/persons may continue the business.
16. **ACCOUNTS AND AUDIT:** That proper and regular accounts of the firm shall be maintained in the ordinary course of the business and such account books shall be kept at the Head Office of the Firm and shall be open for inspection by all the partners or their duly authorized agents. The entries in such profit and loss account and balance sheet, once approved by the partners, shall be final and binding in between the partners.
- The accounts of the firm shall be audited by a Chartered Accountant or such other person as per the requirements of various laws for the time being in force.

 *Mishrajit Saha* For Ganpati Real Homes

Mishrajit Saha
Partner

Sheet 1 of 1

17. **RESTRICTION:** That no partner shall be entitled to sell his share in the partnership or transfer his interest in the firm either absolutely or in part or by mortgage or by creating a charge thereon or any part thereof to any person other than the partner thereof without first offering the same in writing to the other partner or partners, so long as he is or they are prepared to acquire the same at a fair marketable price.
18. **APPLICABILITY OF THE ACT:** That for all the matters not provided herein, the partner or partners shall be governed by the provisions of the Indian Partnership Act. SAVE and EXCEPT, that in the event of death or retirement of any partner or partners herein, the partnership shall not stand dissolved but shall continue to be carried on by the surviving partner or partners.
19. **DEATH:** That, God forbid, on the death of any of the partners hereto, his nominee, who has been declared by them before hand or by virtue of inheritance or legality, shall be taken as partner in place of the deceased and the partnership shall not be treated as dissolved. On that contingency, and if the nominee does not want to join the firm, the other partner shall prepare an account of profit and loss and Balance Sheet of the firm, to be prepared as on the date of death of such partner, and shall pay, within three months, to the legal representatives or heirs of the deceased, the amount of his share.
20. **ARBITRATION:** That in case of any dispute arising between the partners the matter shall be referred to arbitration, under the provisions of Indian Arbitration Act, and subject to the provisions of this Act, and award of the arbitrator or the arbitrators, as the case may be, shall be final and binding on the parties hereto.
21. **AMENDMENTS:** That the partners if they deem necessary, may at any time add, alter or amend this agreement or any clause thereof.

IN WITNESSES WHEREOF, the parties to these presents unto set and subscribes their respective hands and seals the day, month and year first above mentioned.



Bishwanjit Saha

For Ganpati Real Homes

Bishwanjit Saha
Shareholder

Signed, sealed and delivered at
Ranchi in presence of:-

WITNESSES:

1.

Bishwajit Saha

Signature of the First Partner
(Bishwajit Saha)

2.

Sheela Prasad

Signature of the Second Partner
(Sheela Prasad)

RS Saha
21/6/2022 Advo.

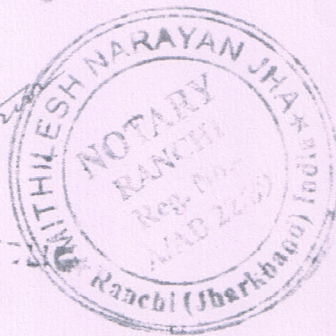
For Ganpati Real Homes

Bishwajit Saha

Signature Attested on
Identification of Lawyer

No. 107
30 MAY 2022
Date

NOTARY PUBLIC
RANCHI



Authorised under Notaries Act 1952
& Notaries Rules 1996 by Govt. of
Jharkhand Ranchi