



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 417a31aa7911376d5d38

Receipt Date : 07-Jul-2023 11:09:30 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Jamtara

Stamp Duty Paid By : SECOND PARTY

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : AMANKIT BUILDERS

Second Party Name : AMAN RAJ

GRN Number : 2318116619



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



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।



Aman Raj - Ankit Raj

24 JUL 2023

Authorised Under Notaries Act-1956
Notaries Rules 1968 by Govt. of
Jharkhand Ranchi (India)

4 JUL 2023

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made at Jamtara on this 4th day of July, 2023 by and between :

Aman Raj S/o Tarun Gupta, by faith Hindu, resident of Ward No. 01, House No. 227, Sarkheldih, Jamtara, Post- Jamtara, Thana- Jamtara (Jharkhand) 815351(PAN-EBXPR1970L) (hereinafter called and referred to as 'the party of the First Part')

And

Ankit Raj S/o Tarun Gupta, by faith Hindu, resident of Ward No. 01, House No. 227, Sarkheldih, Jamtara, Post- Jamtara, Thana- Jamtara (Jharkhand) 815351(PAN-EBXPR1971M) (hereinafter called and referred to as 'the party of the Second Part')

All hereinafter be called partners or parties and individually party of the First and Second Partner respectively.

AND WHEREAS the parties, under the circumstances, have come together and decided to carry on a new Business of partnership under the name & style of "AMANKIT BUILDERS" with Head office at 1080 Hesag Devi Mandap, Hatia, Ranchi, Jharkhand 834003.

AND WHEREAS in order to avoid future dispute and differences it is expedient to put into writing the terms and conditions under which the partnership business has been and shall be carried on, into a formally drawn Instrument of Partnership.

THIS DEED OF PARTNERHIP WITNESSETH AND AGREED AS UNDER:

- 1) The Business of partnership will be carried on the same name as abovementioned i.e. **AMANKIT BUILDERS** and the same place of Business as above mentioned. However the principal Place of Business and office can be shifted, branches may be opened or closed on mutual consent of all partners from time to time.
- 2) That the Partnership Business shall be deemed to have commenced on and from **01/07/2023**.
- 3) That the Partnership shall be treated as Partnership at Will.

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Ankit Raj

Aman Raj

- 4) That the Partnership shall undertake the business of Civil contract like, construction of building, layout formation, land development and all activities incidental thereto. That the partners may involve into Joint Venture Agreements for undertaking any Civil Contract Projects and get into any type of partnership to promote business of the firm. That the Partners may undertake any other business on basis of mutual consent.
- 5) The Capital of the Partnership Business shall consist of such sum or sums as may be contributed by the parties hereto from time to time and additional fund required for running the partnership business may be borrowed from banks, financial institutions and/or any other such sources with or without security as the partners hereto may mutually agree upon from time to time.
- 6) The Partners shall keep or cause to be kept proper books of accounts and documents in the name of the Partnership firm at the principal place of business and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of accounts. Each partner shall have full and free right and liberty to inspect such books of accounts, documents, letters, vouchers and of making extracts and copies there from.
- 7) The books of accounts shall be closed on 31st March of the each year. If necessary or required by law, accounts will get to be audited by a Chartered Accountant. The final Accounts as will be drawn up at the close of the year shall be countersigned by all the parties here to as a token of acceptance.
- 8) That the Banking Account may be opened in one or more Bank or in the Post Office in the name of the firm and shall be operated by either of the parties. All monies or negotiable instruments received from and/or on account of the partnership business shall be paid / deposited into such banking account.
- 9) The Net Profit or Loss of The partnership business as arrived at after adjustment of salary and bonus to the partners, shall be divided between the parties as follows:

- a) Aman Raj : 50%
- b) Ankit Raj : 50%

Losses include the loss of capital, if any shall be borne by the parties hereto in the same proportion.

- 10) The Interest at the rate 12% per annum or as may decide from time to time or such lower/higher rate as may be prescribed under section 40(b) (iv) of the Income Tax Act, 1961 shall be payable by the partnership firm on the amount standing to the credit of the fixed capital or loan account of the partners. The partners shall be at liberty to increase or reduce the above said

Aman Raj

Ankit Raj



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rate of interest from time to time. Partners may agree by mutual consent to waive or reduce the rate of interest payable to them in respect of their capital and loan accounts in the case of losses or of small profits or because of difficult financial position of the business of the firm.

11) That all the Partners hereof have mutually decided and agreed that all Working Partners shall be entitled to an annual remuneration as mentioned hereunder:

a) The yearly Remuneration shall be calculated as Percentage of book profit for each accounting year in the following manner:

Book Profit	Amount of Salary Payable to Partners
In Case of Book Loss or Book Profit up to Rs.3,00,000/-	Rs. 1,50,000/- Or 90% of The book Profit (Whichever is More)
On The Balance of the Book Profit	At the rate of 60%

b) For the purpose of the above calculation, Book Profit shall be computed as provided in Chapter IVD of Income Tax Act, 1961.

c) Such gross allowable remuneration shall be calculated at the end of the each accounting year and shall be apportioned to the partners in their Profit Sharing Ratio.

d) That all the Partners shall be entitled to regularly draw certain amount every month against such remuneration so payable to them and if his/her total withdrawals during the year exceed the amount of remuneration found payable to any of them, then such excess shall be treated as drawings from the partners' Capital Account balance.

e) That all the partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

12) That the partners shall be-entitled to increase or reduce the above profit sharing ratio or Interest rate on Capital and may agree to revise

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Ankit Raj

theremuneration payable or decide to pay and grant other allowances on monthly or yearly basis but with mutual consent of all partners.

13) That all the partners of this deed are entitled to sign in any document related to this business, which will stand valid on behalf of the firm.

However the Partners may by mutual consent decide to change their respective Roles and Responsibilities.

14) That no Partner individually in personal interest shall be entitled to sell, transfer or encumber the assets of the partnership business.

15) a) If any partner is desirous of retiring from the said partnership, he shall be entitled to do so by giving thirty days' notice in writing/electronic means to the other partner of his intention to retire and on the expiration of notice period from the date of such notice, he shall cease to be a partner and his interest in the partnership shall cease on and from that date.

b) The Retiring Partner will not have the right to claim any share in the Goodwill of the firm. The account and dues, if any of the Retiring Partner shall be settled within a period of 1 month from the effective date of Retirement.

16) The parties hereto may admit a new partner or partners only with the consent of all the existing partners in writing and on such terms and conditions as may be mutually agreed upon by all the partners.

17) No partner or the partnership Firm shall be liable and /or responsible for the personal debt and/or liabilities of any other partner or partners.

18) Each partner shall

- a) Forthwith pay all moneys, cheque, negotiable instruments received by him on account of the Partnership Firm, into the Partnership Bank Account or Accounts;
- b) Be just and faithful to other and at all times give to each other full information and truthful explanations of all transactions relating to the partnership business;
- c) Afford every assistance and co-operation in his power and to use his best skill and endeavour in the conduct, promotion and execution of the partnership business for their mutual advantage and benefit and;
- d) No partners shall divulge any information of the partnership business to any outsiders.

Anwar Khan

Ankit Raj



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4 JUL 2023

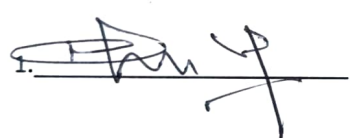
Authorised Under Notary Act

- 19) In respect of matters not specifically provided herein, the partnership shall be governed by the provisions of the Indian partnership Act, 1932.
- 20) That all the partners hereof may by mutual consent in writing add to, alter or vary the terms and conditions of the partnership agreement.
- 21) That all the partners shall indemnify the firm for any loss caused by his/her fraud in the conduct of the business of the firm.
- 22) Any dispute or difference arising between the parties hereto in relation to the affairs of the Partnership Firm or in regard to construction of any clause hereof in relation to the rights, duties and obligation of the parties hereto shall be referred to the arbitration, to an arbitrator who shall enter upon the reference and decide the matter and award given by such arbitrator shall be final and binding on the parties hereto subject to the provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the parties to the above presents have hereunto set and subscribed their respective signature and seal on the day, month and year first hereinabove written.

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WITNESSES:

1. 

2. Chandrashekhar

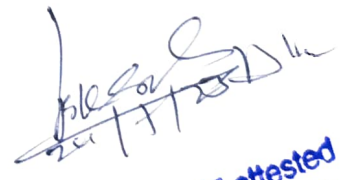
PARTNER SIGNATURES:

1. Aman Raj
(AMAN RAJ)

2. Ankit Raj
(ANKIT RAJ)

Aman Raj

24 JUL 2023


24/7/2023

Signature/ TIRTI attested
on identification of lawyer

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24/07/2023
NOTARY PUBLIC
RANCHI

