



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 2599c7e6bc93016aef9c

Receipt Date : 21-Mar-2023 11:20:24 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Ranchi

Stamp Duty Paid By : JASWANT KUMAR

Purpose of stamp duty paid : PARTNERSHIP FIRM

First Party Name : SMITA SINHA

Second Party Name : SANGITA JAISWAL AND JASWANT KUMAR

GRN Number : 2316305719

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

Smita Sinha

Partner

Sangita Jaiswal

Partner

SHIVAY GLOBAL
Jaswant Kumar

Partner

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 01-04- 2023 AT RANCHI

BETWEEN

SMITA SINHA , Daughter of Akhileshwar Prasad, resident of - Ganesh-TW-1, Vastu Vihar, Phase-1, Chira Chas, Chas, Bokaro-827013, Jharkhand herein after called the first party of the first part
AADHAR - 5637 3839 2437 , PAN - BLEPS0188K

AND

SANGITA JAISWAL , Daughter of Ashok Jaiswal, resident of - D-21, Harmu Housing Colony, Harmu, Ranchi - 834002, Jharkhand herein after called the second party of the second part
AADHAR - 371591512014, PAN - AEUPJ1619N

AND

JASWANT KUMAR , Son of Raju Burman, resident of Nil Ratan Street, Near Punchmukhi Mandir, Upper Bazar, Ranchi-834001, Jharkhand herein after called the third party of the third part
AADHAR - 7039 5707 3338, PAN - AJRPK3634L

The terms first party, second party and third party shall mean and include unless repugnant to or excluded by the subject or context of these present their respective heirs, executors, administrators, successors-in-interest, legal representatives, and assignees.

WHEREAS the parties aforesaid decided to carry on the business of Civil Constructions, Builder & Developers, Road Construction, Contractors, Dealing in Real Estate, Land & Properties, Works Contracts, Government Tender for civil work and supply of any items as per tender, Trading business or any other business or vocation as may be mutually agreed upon in future. To avoid future disputes and complication it was decided to put the terms and conditions of partnership into writing.

AND NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS: -

1. That the business shall be carried on under the name & style of "SHIVAY GLOBAL" or other name as the partners may mutually decided from time to time.

SHIVAY GLOBAL
Jaswant Kumar
Partner

SHIVAY GLOBAL
Sangita Jaiswal
Partner

SHIVAY GLOBAL
Smita Sinha
Partner

2. That the partnership business shall be deemed to have commenced from the 01-04- 2023.
3. That the principal place of business shall be situated at **SHIVAY GLOBAL**, Burman House, Near Panchmukhi Mandir, Nil Ratan Street, Upper Bazar, Ranchi – 834001 (Jharkhand) & other branch or branches may be opened at such other place or places as the partners may mutually decide from time to time.
4. That the main object of partnership business shall be as follows –
- Civil Constructions,
 - Builder & Developers,
 - Road Construction,
 - Contractors,
 - Dealing in Real Estate, Land & Properties,
 - Works Contracts,
 - Government Tender for civil work and supply of any items as per tender,
 - Trading business
 - Any other business or vocation as may be mutually agreed upon by and between partners from time to time.
5. The capital requirement of the business for the purpose of the partnership business shall be contributed or arranged by the partners in such a manner as may be mutually agreed upon by and between the partners from time to time. However, the partners may maintain fixed capital account & current account separately.
6. Interest @ 12% per annum or as may be prescribed under section 40(b) of the Income Tax Act, 1961 or any other applicable provision as may be in force in the income tax assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the account of each partner at the close of the accounting year.
7. Remuneration to partners: That it is agreed by and between the parties thereto that all the partners (herein after referred to as “working partner”) shall devote his/her time and attention in the conduct of the affairs of the partnership business as the circumstances and business need may require. The total remuneration payable to the working partner shall be worked out as under:

i.	If Book Profit is up to Rs.300000.00 or loss	Rs.150000.00 or 90 % of Book Profit whichever is higher
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SHIVAY GLOBAL
Jaswant. Kumar
Partner

SHIVAY GLOBAL
Sangita Jeiswal
Partner

SHIVAY GLOBAL
Smrita Sinha
Partner

ii.	If Book Profit exceeds Rs.300000.00	60 % of such excess Book Profit in addition to that in above (i).
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Explanation: -for the purposes of this clause the expression "book profit" shall mean the "book profit" as defined in section 40(b) of Income Tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force.

Such total remuneration shall be paid to the working partner in profit sharing ratio or any other ratio as may be mutually agreed. The remuneration payable to the working partner as above shall be credited to their respective account on ascertainment of book profit. Further it is agreed by & between the partners that if there is any change in Section 40(b) of the Income Tax Act, 1961 than clause (7) of this deed relating to remuneration to partner will be substituted accordingly

8. That the net profit or loss of partners of 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 interest and remuneration payable to the working partners in accordance with clause of the deed of partnership shall be divided and distributed amongst the partners in the following ratio: -

SMITA SINHA	40 %
SANGITA JAISWAL	25 %
JASWANT KUMAR	35 %

9. The parties may by common consent raise such loans at such rate of interest as may be deemed necessary from time to time, for running the business of partnership on such terms and conditions as may be agreed upon. The parties may for such purpose of raising loans, enter into an overdraft arrangement with one or more banking concerns and also raise such loans by mortgaging any of the partnership assets or otherwise.
10. The management of the business of the partnership shall be the joint and several responsibilities of all the parties.
11. For carrying on the business of partnership or any other matters the parties may authorize one or more of the parties or any outsider to do or perform such facts, matters or things as may be deemed necessary from time to time.
12. For carrying on the business of partnership, one or more banking accounts may be maintained in the name of partnership firm. All Such bank accounts shall be operated under the signature of the Third

SHIVAY GLOBAL
Jaswant.Kumar
Partner

SHIVAY GLOBAL
Sangita Jaiswal
Partner

SHIVAY GLOBAL
Smita Sinha
Partner

party i.e., JASWANT KUMAR or the parties may authorize such other person(s) as from time to time in this regard.

13. All monies, bills, notes cheque and other securities received by the firm shall be deposited in to the said bank accounts except sums required for current expenses.
14. Any of the partners severally or jointly may accept bills and other document relating to the day-to-day management of the business, make payment, receive cheque and issue receipts on behalf of the firm.
15. Proper and regular account of the sales, purchase, receipt, payment, transaction and dealings of the firm shall be made and maintained at the office premises of the firm under the direct supervision of the parties and the said books of account voucher, receipts, securities, paper and writing of the partnership shall be kept in safe custody at the office premises and each party shall have free access at all time without interruption, hindrance by any other to inspect scrutinize and copy of same at his own expenses.
16. That the accounts of the partnership shall be made up & adjusted up to 31st March every year.
17. The duration of the partnership shall be that of partnership at will provided that if any of the parties desires to retire from the partnership at any time before the determination of the partnership such party may do so by giving at least six calendar months prior notice in writing to the other parties expressing such desire. The other parties will be bound to purchase the share of such retiring partner on payment of full consideration amount. In case of difference regarding valuation of such share, this may be decided by a third party chosen by unanimous consent of all the parties and such decision will be binding on all the parties.
18. In case the partnership is dissolved by mutual consent or by death of any of the parties, Goodwill of the business shall be valued and allotted to the remaining parties agreeing to pay such valuation, failing agreement, goodwill shall be auctioned.
19. In case death of any of the parties during the continuance of the partnership, the Partnership shall not be dissolved but shall be deemed to be carried on with one of the heirs or legal representatives of such deceased party as if no death has taken place. In case such heir or legal representative refuse to join the partnership under the terms and conditions set forth herein to, such deceased party shall be deemed to have retired from partnership under the terms and condition set forth in clause (17) above.
20. The parties may with unanimous consent introduce one or more new partners in the business of the firm under such terms and condition as may be mutually agreed upon.

SHIVAY GLOBAL
Jaswant Kumar
Partner

SHIVAY GLOBAL
Sangita Jaiswal
Partner

SHIVAY GLOBAL
Smita Sinha
Partner

21. Each party shall pay his separate debts punctually and indemnify the other parties in the Property of the partnership against any attachment, seizure and sales thereof.
22. If any dispute or differences shall arise between the parties in respect of the conduct of business of partnership or in respect of enforcement of any of the terms and condition of this deed or in respect of any other matter, cause or things whatsoever, note herein otherwise provided for, the same shall be referred for adjudication to one or more arbitrators chosen by unanimous and common consent of all the parties under the Arbitration Act, whose decision shall be final and binding on all the parties.
23. Subject to the terms aforesaid the affairs of the firm and the relation between the partners interest, shall be governed by the provision of the Indian Partnership Act, 1932. In witness whereof all the parties have put there respective hands and seal to these presents this the day and month aforesaid.

WITNESSES SIGNATURE

Neha Burman

1. NEHA BURMAN
 0/0 RAJENDRA PRASAD
 NIL RATAN STREET
 UPPER BAZAR RANCHI
 M- 8987830392

2. *Ravi Burman*
 RAVI BURMAN

9/0 RAJU BURMAN
 NIL RATAN STREET
 UPPER BAZAR
 RANCHI
 M- 8797550625

SHIVAY GLOBAL

Smita Sinha

Partner

Signature of the first party

SMITA SINHA

SHIVAY GLOBAL

Sangita Jaiswal

Signature of the second party
 Partner

SANGITA JAISWAL

SHIVAY GLOBAL

Jaswant. Kumar

Signature of the third party

JASWANT KUMAR