

## Government of Jharkhand

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**Description of Document** 

Property Description

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First Party

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Stamp Duty Amount(Rs.)

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: SUBIN-JHJHSHCIL0130778103997060R

: ABLAZE CONSTRUCTION THROUGH ASHISH JOSHI

: Article 46 Partnership

PARTNERSHIP DEED

. 0

(Zero)

: ABLAZE CONSTRUCTION THROUGH ASHISH JOSHI

: RIDDHIMA JOSHI

: ABLAZE CONSTRUCTION THROUGH ASHISH JOSHI

: 100

(One Hundred only)







Please write or type below this line-

## **DEED OF PARTNERSHIP**

(Subsequent to change in Constitution of Firm)

THIS DEED OF PARTNERSHIP is made on this 01st day of April 2020, 1st April Two Thousand and Twenty.

BETWEEN

Ashish Joshi, aged about 38 yrs, S/o. Loknath Joshi, by occupation Business, resident of 4B, Vedika Apartment, Ashok Puram, Opp. Ashok Nagar Road No-4, Dist: Ranchi, Jharkhand – 834002, hereinafter called the party of the first part, i.e. first party.

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April:

Control of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as

is of checking the legitimacy is on the users of the certificate.

II Riddhima Joshi, aged about 32 yrs, D/o. Late Sunil Kumar Sharma, by occupation Business, resident of 4B, Vedika Apartment, Ashok Puram, Opp. Ashok Nagar Road No-4, , Dist.: Ranchi, Jharkhand – 834002 hereinafter called the party of the fourth part i.e. fourth party.

WHEREAS the parties of the First and Second parties are desirous of carrying on business in partnership under the name and style of "ABLAZE CONSTRUCTION."

## AND

WHEREAS the parties here to thought it expedient in the interest of the partnership that the terms and conditions governing the partnership shall be reduced to in writing.

NOW, this deed of partnership witness as follows: -

- 01. That the partnership business shall continue to carry on at 4B, Vedika Apartment Ashok Puram, Opp. Ashok Nagar, Road No-4, Ranchi, Jharkhand 834002 under the name and style of "ABLAZE CONSTRUCTION", which is the 'HEAD OFFICE' of the firm, until the partners mutually agree to change the firms name and / or place of its business or businesses. The firm do not have any branches.
- 02. That the Business of the partnership shall be Construction, Civil Contract Construction, General Order Supply and other related activity.
- 03. That the partnership shall be deemed to have commenced w.e.f. 01/04/2020 and shall be treated as partnership at will.
- 04. That the interest at the rate of 12% (Twelve percent) per annum shall be payable to partners on the amount standing credit to their capital account respectively. However, no interest shall be payable by the partners on their debit balance with the firm if any.

05. That each partner shall actively look into the business affairs of the firm. All the partners shall be entitled to remuneration per annum which shall be calculated as per provisions of sec.40(b) (or changes there in, if any) of the Income Tax Act'1961, which is as follows:

Upto Rs. 75000/- of the Book profit or in case of a loss

Rs. 50,000/- or at the rate of 90% of the book profit whichever is higher.

On next Rs. 75000/- of the book profit

at the rate of 60%.

On Balance of the Book profit.

at the rate of 40%.

Riddhina Joshi.

of That the share of the partners in the profit or loss of the partnership business after interest and remuneration to the partners shall be divided between and/ or borne by the partners in the following proportions: -

Partners Profit / Loss

I. Ashish Joshi 50%

II. Riddhima Joshi 50 %

- 07. That the Account of the partnership firm shall be drawn up as at 31st March every year on the basis of which the shares of profit/loss of the partners hereto are to be determined.
- 08. That, the proper books of accounts of the partnership firm shall be kept in the office of the firm and wherein shall be kept in the office of the firm and wherein shall be recorded all the transactions of the business matters and things relating to the partnership and each partner shall be entitled to have full access to the books and documents at all reasonable times and shall be at liberty to check and to make such extracts therefore, as he may think fit and necessary.
- 09. That the partnership may open new account (whether deposit/loan) with any Bank or Financial Institution, for efficient conduct of the business and the accounts of the firm shall be signed & operated by partner namely Sri Ashish Joshi of the firm.
- 10. That the firm can obtain loan from any bank and/or financial institution and that the firm & all its partners shall be jointly & severally liable for the repayment of the same, as & when due.
- 11. That the parties shall be allowed to carry on other lawful activities in their individual capacity.
- 12. That the partnership firm shall be entitled to enter into partnership with any party with the consent of all parties. and all parties can change / alter share of profit / loss, remuneration of all partners in whatever way they deem fit.
- 13. That, if any of the partners select to retire from the partnership, can do so by giving three months notice in writing to the other part. In such a case, the remaining partner shall be at liberty to continue the business in their personal capacity along which they may so like or admit new partner or partners and continue the business.

14. That in the event of the retirement or death of any partner, the partnership business shall be continued by the remaining partners, and the retiring partner or the legal heir of the deceased partner, as the case may be, shall be entitled to receive the capital outstanding of the retiring or deceased partner with the firm as on the date of his retirement or death. Further the retiring partner or legal heir of the deceased partner as the case may be, shall be entitled to his share of goodwill, if any, in the firm as mutually decided and agreed upon by all parties.

That the partners can mutually discuss and all parties can add, delete, change any clause in the partnership deed by making a supplementary or addenda deed by whatever name called.

Ashir

Riddhinagoshi.

- 16. Any decision or alteration in this deed of partnership or any other supplementary decidenda deed by whatever name called by all parties is final & binding on all parties.
- 17. That the other terms and conditions shall be determined in accordance with the Indian Partnership Act, 1932 or any statutory notification thereof.
- 18. In the event of any dispute, or difference of opinion in the matter of interpretation, execution in carrying out the objects and functions of the partnership decision of all parties will be final. Even than if some dispute continues, the dispute will be settled through appointment of arbitrator / arbitrators. The decision of the arbitrators shall be final & binding on the parties to the dispute. In case of any indecision or difference of opinion between the arbitrators, they shall amongst themselves be entitled to appoint an umpire & the decision of the umpire shall be final and binding on the parties to the dispute.

IN WITNESS, whereof the parties aforesaid here to set their respective hands on the 1st day of April 2020.

WITNESSES

Solak Kum

**PARTNERS** 

(Ashish Joshi) (First Part)

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(Riddhima Joshi)
(Second Part)

NOTARY BY THE PARTY OF THE PART

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Identification of Law

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