

झारखरेड JHARKHAND

NOTARIES RULES 1956 BY GOV OF HARKING



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PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP made on 18th day of JUNE 2014

#### BETWEEN

MR. SHASHANK Son of Satyendra Kumar, Resident of Road No. 5, Jagarnath Vihar, New Pundag, Dhurwa, P.S. - Jagarnathpur, District - Ranchi, State Jharkhand, Indian Citizen hereinafter referred to as the FIRST PARTY (Which expression shall deem and include his legal heirs, executors, representatives, administrators, agent, assigns and successors in interest.)

#### AND

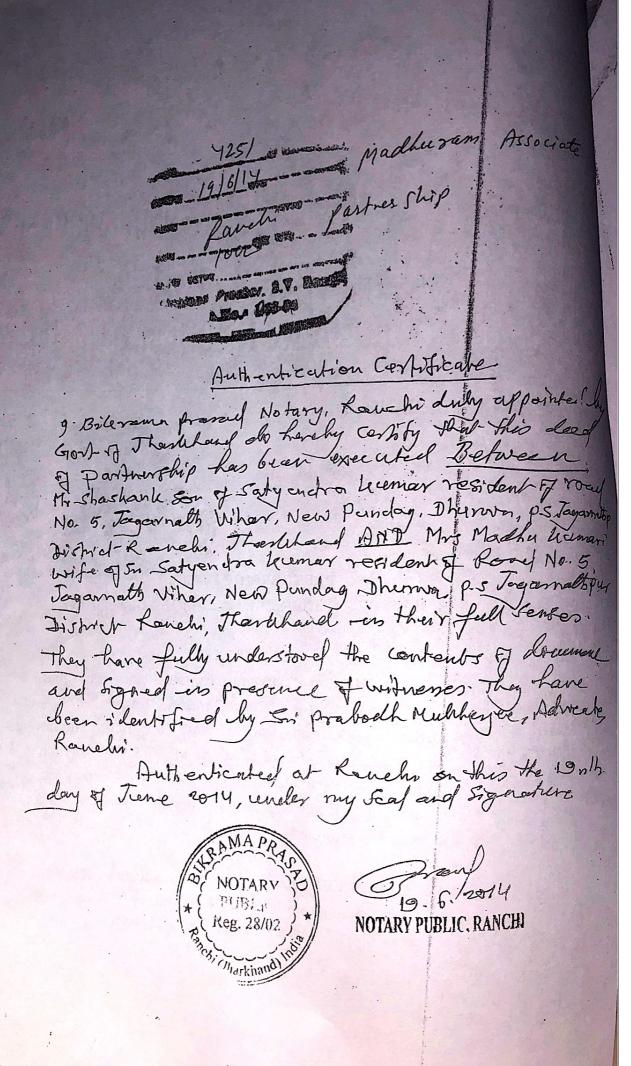
MRS. MADHU KUMARI wife of Satyendra Kumar, Resident of Road No. 5, Jagarnath Vihar, New Pundag, Dhurwa, P.S. Nagarnathpur, District - Ranchi, State Jharkhand, Indian

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Citizen, hereinafter referred to as the SECOND PARTY (Which expression shall deem and include his legal heirs, executors, representative, administrators, agent, assigns and successors in interest.)

On the terms and conditions and for the purpose herein set forth: by virtue of oral agreement made 19/6/1

WHEREAS the parties hereto this deed have resolved to form a PARTNER-SHIP FIRM in the name and style of M/S MADHURAM ASSOCIATES and to carry on the partnership business of Construction, Contract, Property Dealing works and other works as may be decided by the partners from time to time.

AND WHEREAS it is thought desirable in the future interest of all parties to execute a regular Partnership Deed.

NOW THIS DEED OF PARTNERSHIP WITNESS AS FOLLOWS:

- 1. That the name and style of the Partnership Firm will be "M/S MADHURAM ASSOCIATES".
- 2. That the partnership has commenced and deemed to have commenced on and form 18th June, 2014.
- 3. That the partnership shall be a partnership at will and shall continue until determined by mutual consent of the partners.

That the at present-Head office of the of Partnership firm shall be situated at Quarter No. B 2055, Sector -

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Machu kuman 19/6/2014 II, Side - IV, Dhurwa, Ranchi, P.S. - Jagarnathpur, District - Ranchi, State - Jharkhand and Permanent Head Office of the Partnership firm shall be Road No. 5, Jagarnath Vihar, New Pundag, Dhurwa, P.S. - Jagarnathpur, District - Ranchi, State Jharkhand. But the same may be shifted to any other place or branches may be open at any place(s) as may be mutually agreed.

The business of the partnership shall be carrying on the business of Construction Work, Contract Work. Property Dealer, Sale/ Purchase of flat/ building/land/ shop etc., Supplier of materials/ man power, Service Provider and such other allied or different business as mutually agreed to be carried upon by the partner.

Capital as may be required in the partnership firm shall be contributed by the partners from time to time in the ratio as may be agreed upon by them. The Present capital of the firm shall be and contributed by each partner as stated hereunder:

### **Capital Contribution**

(a) MR. SHASHANK RS. 50,000.00

(b) MRS. MADHU KUMARI RS. 50,000.00

Total RS. 1,00,000.00



7. That it is agreed that all the partners will be the working partner and shall be entitled to get remuneration. Total Remuneration payable to all working partner shall be calculated as provided hereunder:

(a)	On the first Rs.75, 000/- of the book profit or in case of loss	:	Rs. 50,000/- or @ 90% which
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(b)	On the next Rs.75, 000/- of the book profit.	:	At the rate of 60%
(c)	On the balance of the book profit	••	at the rate of 40%.

For the purpose of this clause the expression Book profit shall mean the book profits as defined under section 40 (b) of the Income Tax Act, 1961 for the time being in force.

Above calculated Remuneration shall be paid to the entire working partner as per their mutual consent.

Partners may change remuneration payable to each partner as per their mutual consent at any moment of time.

That it is agreed by and between parties hereto that simple interest @ 12% p.a. or at a rate as prescribed U/S 40(b) of the Income Tax Act, 1961 or such other

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rate as may be mutually agreed upon shall be payable by the partnership on the amount standing on the credit of capital/ current/ loan account of the partners.

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9. That the partner shall be entitled to modify, alter the above terms relating to remuneration, interest, etc. payable to the partner by executing a supplementary deed and any such deed when executed shall have effect, unless otherwise provided, from the first of the day of the accounting period in which such supplemental deed is executed and the same shall form part of the partnership deed.

10. The net profit or loss of the partnership business as per the books of accounts maintained by the partnership after deduction of all expenses of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed shall be distributed between the partners in the ratio stated hereunder:

Name of the partner Profit Sharing Loss sharing

Mr. Shashank 50% 50%

Mrs. Madhu Kumari 50% 50%

(a) Mr

A PR (b) Mr

11. That the books of Accounts of partnership shall be maintained and the same shall be closed on the 31sl day of March of every year. The books of accounts, securities, documents & voucher shall remain open to inspection by any of the partner or their duly authorized representative at all times during business hours.

19/6/14

- 12. That the partners shall be just and faithful to each other of them in all matters relating to the partnership shall not do cause to be done any thing which may harm the interest of the partnership.
- 13. That if any partner desires to retire, he may be allowed to do so. However, the Partner intended to retire shall give three month notice in writing to other Partner(s). In such event the remaining partner(s) may continue the business either herself or by admitting some other person as partner. Moreover, the retiring partner shall remain be liable for the act & financial liabilities incurred by the firm during her tenure in the office of the partnership unless she is expressly discharged from such liabilities.
- 14. That the partners may be allowed withdrawals from time to time of such sums from the partnership firm, as may be mutually agreed and all such sum shall be debited to the account of respective partners.

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- 15. That by the mutual consent of the partners the terms of the partnership can be modified, added to or altered.
- 16. No partners shall raise loan, borrow, hypothecate or pledge any property of the partnership unless authorized by the other partners in writing either specially or generally for the benefit of the partnership business.

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- 17. That with the consent of the other Partner(s) a partner may be authorized on behalf of the partnership to enter in to any agreement, to submit tenders, receives payment or give payment to discharge the Liabilities of the firm.
- 18. That the Bank account shall be opened in the name of the firm and such bank account shall be operated jointly by the First Party and the Second Party.
- 19. That no partners in case of dispute among themselves be entitled to lock up the business premises or godown and thereby close the business or freeze the banking account of the firm, all disputers among the partners forth with be referred to arbitration. The arbitrators shall be selected by the parties and in case of even number of arbitrators an umpire will be selected by the arbitrators and the decision of the arbitration will be final and conclusive in respect of the matters referred to such arbitration.

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- 20. That each partner shall indemnify the firm for any loss caused to it by her/ his fraud or willful neglect in the conduct of the business of the firm.
- 21. That every partner shall be entitled to be indemnified by the other partner in respect of payment made and liabilities incurred by him in the ordinary and proper conduct of the business of the partnership firm and in doing such acts in any emergency for the purpose of protecting the firm from possible loss as would by done by a person of ordinary prudence in his own case and under similar circumstances.
- 22. That on winding up of the partnership the assets of the partnership (after discharging all liabilities) shall be distributed amongst partners as per their profit sharing ratio.
  - Death, retirement or withdrawal, insanity, permanent physical disability, insolvency of a partner shall not operate as dissolution of the partnership. The surviving of continuing partner will continue the firm by taking new partner or partners if necessary. However, in case of death, insanity, permanent physical disability, any one legal heir or nominee of such partner shall have first right to be admitted in the partnership on the same terms & conditions as was applicable for outgoing partner and in case of denial

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- 24. That in case of any disputes or difference with regard to the terms of this instrument or management of the partnership the same shall be settled by arbitration as provided in the Indian Arbitration Act.
- 25. That with the consent of all the partners, new partner can be admitted In the interest of Partnership.
- 26. That the partners shall not carry on such business in their individual capacity which the Partnership Firm is doing or authorized to do and shall not become Partner in any Other Firm or associated with any Other Firm/Company/ Trust/ Society/ Co-Operative in any capacity, if such organization is carrying on or doing similar nature of business, which this Partnership is doing or authorize to do.
- 27. The retiring or outgoing partner shall not use the firm's name and shall not solicit the client/ customer of the firm.
- 28. That save hereinabove provided, the partnership shall be governed in all other respect by the provisions of the Indian Partnership Act, 1932.

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IN WITNESS WHEREOF, we the parties above named have hereinto put out hands and signature the day, the month, the year first above written in presence of the witnesses.

## Witness

1) Sayendra Konor 1) Sig S/D Late Vi Shwanatusul, 19/6/14 Now Punday D) wrond Ronali-4 1) Signature of the First Party.
(SHASHANK)

2)

19 16 2019 2) Signature of the Second Party. MADHU KUMARI)

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This is in continuation of the deed dated 18<sup>th</sup> June 2014 between MR. Shashank and Mrs. Madhu Kumari.

Referring the point no. 7 of the above deed, the partners renumeration shall be calculated as below-

On the first Rs. 300000 of the book profit

90%

On the balance of the book profit

60%

Or as per the Income Tax Act 1961, prevailing in the coming years.

SHASHANK KUMAR

Jhaihank 1 10/7/2014 MADHU KUMARI Mad ku Kuman 10/3/2014



# INDIA NON JUDICIAL **Government of Jharkhand** e-Stamp

#### Certificate No.

Certificate Issued Date

**Account Reference** 

Unique Doc. Reference

Purchased by

**Description of Document** 

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-JH08969626403896Q

03-Apr-2018 10:55 AM

SHCIL (FI)/jhshcil01/BANCHI/JH-RNC

SUBIN-JHJHSHCIL0112672551024877Q

MANISH KUMAR

Article 5 Agreement or memorandum of an Agreemen

**AGREEMENT** 

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(Zero)

MADHURAM ASSOCIATES

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MADHURAM ASSOCIATES

(One Hundred only)



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### SUPPLEMENTARY PARTNERSHIP DEED OF M/S MADHURAM ASSOCIATES

THIS SUPPLEMENTARY PARTNERSHIP DEED made on

this 03<sup>rd</sup> day of April, 2018 between its existing partners namely For, MADHURAM ASSOCIATES

Madhu kuman

Partner 3 | 4 | 18

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enticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as on the website renders it invalid.

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

1. Mr. SHASHANK son of Mr. Satyendra Kumar the FIRST PARTY (as referred to in the Original Partnership Deed dated 18.06.2014)

#### AND

3. Mrs. MADHU KUMARI wife of Mr. Satyendra Kumar the SECOND PARTY (as referred to in the Original Partnership Deed dated 18.06.2014) of M/S MADHURAM ASSOCIATES having its Permanent Head Office at Road No. 5, Jagarnath Vihar, New Pundag, Dhurwa, P.S: Jagarnathpur, District: Ranchi, State: Jharkhand

**THAT** the Original Partnership Deed dated 18.06.2014 contains clause no. 15, which referrers that with the consent of its partners; Terms of Partnership can be modified, added to or altered.

THAT with reference to above both the mentioned partner of the said firm has given their consent to change the following clause of the original Partnership Deed for smooth running of its business.

# Clause No. 16 now modified and altered as

Mr. SHASHANK the First Party (as referred in the Partnership Deed) may raise loan, borrow, hypothecate or pledge any property of the partnership firm for the benefit of the partnership business.

Clause No. 17 now modified and altered as

Mr. SHASHANK the First Party (as referred in the Partnership Deed) on behalf of the Partnership Firm may enter in to any agreement including Development agreement/ construction

For, MADHURAM ASSOCIATES

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agreement, to submit any tender, to submit building plan/ map or any relevant documents, paper, deed with appropriate authority, to submit or produce any deed, agreement, sale deed before the appropriate authority for its registration, mutation, receive payment on behalf of the partnership firm or for it's any business.

## Clause No. 18 now modified and altered as

Mr. SHASHANK the First Party (as referred in the Partnership Deed) on behalf of the Partnership Firm may open any Bank Account with any Bank which shall be singly operated by its Partner Mr. SHASHANK the First Party on behalf of the Partnership Firm.

THAT the other provisions related to terms & conditions of the partnership will remain same and be operative as it was earlier.

Witness

Deorsark Tannar New Punday Sail City, Rauchi

For, MADHURAM ASSOCIATES (SHASHANK) Shaehak

Partner 3 4 2018

For, MADHURAM ASSOCIATES

(MADHU KUMARI) Madler kuman

Partner 3/4/18

Aftested on Identification of Lawyer

