

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

KAISAR ALAM

AYUB ANSARI

05/10/1986

Permanent Account Number

BFCPA2102M

Kaisar

Signature




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 भारत सरकार
Government of India

 कैसर आलम
Kaisar Alam
जन्म तिथि/DOB: 05/10/1986
पुरुष/ MALE



5331 8166 2273

मेरा आधार, मेरी पहचान

 भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
आत्मज: अयुब अंसारी, ओयल टैंक के पास, पुराना बाजार,
दुमरियाटांड, धनबाद, धनबाद,
झारखण्ड - 826001

Address:
S/O: Ayub Ansari, Near Oil Tank, Purana
Bazar, Dumariatand, Dhanbad, Dhanbad,
Jharkhand - 826001



5331 8166 2273

  help@uidai.gov.in  www.uidai.gov.in

पंजीयन संख्या 0231-005-03391-08
Registration No.

अनुक्रमांक
SI. No. 09 JAC 0092765

झारखण्ड अधिविद्य परिषद् Jharkhand Academic Council राँची RANCHI



प्रमाणित किया जाता है कि **KAISAR ANSARI**
माता श्रीमती **JAHAN ARA** एवं पिता
श्री **AYUB ANSARI** रोल कोड **2313**
क्रमांक **0534** जन्मतिथि **5 OCTOBER 1991** ई०, ने
झारखण्ड अधिविद्य परिषद् द्वारा आयोजित 2009 की वार्षिक
माध्यमिक परीक्षा **DHANBAD PRANJIVAN ACADEMY DHANBAD**
से उत्तीर्ण की है।

This is to certify that **KAISAR ANSARI**
Son/daughter of Smt. **JAHAN ARA**
& Shree **AYUB ANSARI**
Roll Code **2313** *Roll No.* **0534** *Date of*
Birth **5 OCTOBER 1991** *passed the Annual Secondary*
Examination, 2009 conducted by the Jharkhand Academic
Council, from **DHANBAD PRANJIVAN ACADEMY DHANBAD**
092765

राँची
RANCHI

तिथि
Date : 2nd September, 2009

सचिव
Secretary



सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp



Certificate No. : IN-JH17820361752720R
 Certificate Issued Date : 15-Jun-2019 02:10 PM
 Account Reference : SHCIL (FI)/ jhshcil017 DHANBAD/ JH-DB
 Unique Doc. Reference : SUBIN-JHJHSHCIL0123499571786808R
 Purchased by : KAISAR ALAM
 Description of Document : Article 46 Partnership
 Property Description : PARTNERSHIP
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KAISAR ALAM
 Second Party : RAHUL GUPTA
 Stamp Duty Paid By : KAISAR ALAM
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

**NOTARY
DHANBAD**

Rahul Gupta

ATTESTED

**NOTARY
DHANBAD**

17 JUN 2019

SL.No. 15 Date 15/06/2019 Time 02:10 PM



Kaishar Alam

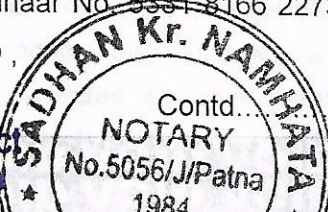
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DEED OF PARTNERSHIP

This DEED OF PARTNERSHIP is made on this the 17th Day of June, 2019 by and between:

(1) KAISAR ALAM, S/o – Md. Ayub Ansari, aged – about 27 years, by Faith – Islam, by occupation – Business, resident of Purana Bazar, Near Oil Tank, Dumaria Tand, P.O. & District – Dhanbad (Jharkhand) Pin: 826 001, Aadhaar No. 5331 8166 2273, hereinafter called and referred to as the First Party of the FIRST PART; AND

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u/s 8 (I) (e) of Notaries Act
1952 (Act No 52 of 1952)



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(2) **RAHUL GUPTA**, S/o – Sri Ashok Kumar Gupta, by Faith – Hindu, by occupation – Business, resident of Mithu Road, P.O. – Dhanbad, P.S. – Bank More, District – Dhanbad (Jharkhand) Pin: 826 001, Aadhaar No. 8045 4982 2332, hereinafter called and referred to as the First Party of the SECOND PART; AND ,

WHEREAS, hereafter all the parties of the First and Second Part have been jointly referred to as the partners or parties and individually as the party or partner and shall unless be excluded b or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.

AND WHEREAS, the First Party Kaiser Alam had running its Firm 'M/s. SMART CITY DEVELOPERS' in Propertorship and had entered in a Development Agreement of Land situated at Amaghata, Sugiadih, Dhanbad, vide Agreement No. D-080891, Dt.: 16.10.2017 and Power of Attorney, vide No. Y754717, Dt. 16.10.2017 in West Bengal, taken in the name of ;-'M/s. SMART CITY DEVELOPERS', represented by Kaiser Alam, by and between Sri Vinod Kumar and others for making Commercial, Residential Building on its land, which is 12 Kathas in Area.

WHEREAS, Kaiser Alam is already operating a Bank Account in IndusInd Bank, in the name of M/s. SMART CITY DEVELOPERS, which will not be used by New Partnership Firm from the date of executing this Agreement between the two parties.

WHEREAS, a new Bank Account shall be opened in the name of M/s. SMART CITY DEVELOPERS, in any Bank of India and all the booking related to the aforesaid project and also future projects will be dealt through this Account. And there will be no any compability pertaining to the old Bank Account.

WHEREAS, the First Party due to lack of financial assistance and technical knowledge, approached the Second Party and convinced him to join the Firm with 50% of Share each, in which the Second Party will have the duties and responsibilities for the new made Partnership Firm.

Now, both the parties join together with the Firm for developing the aforesaid projects and the future projects as decided by them

AND WHEREAS, both the parties of the First and Second Part have jointly decided to carry on a Partnership Business under the same name and style of "M/s. SMART CITY DEVELOPERS", henceforth and in order to safeguard their respective right, title and interest against any misunderstandings and disputes that may arise in future, they have agreed to execute a formal instrument of partnership containing the term and conditions under which the business will be carried on.

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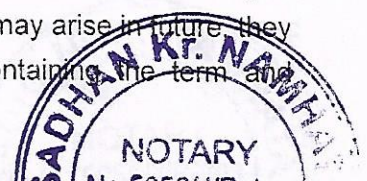
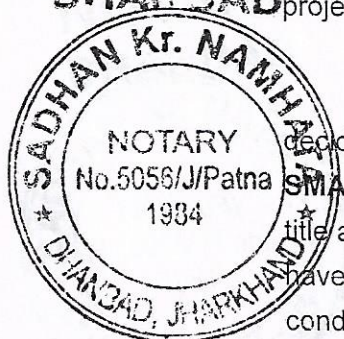
Kaiser Alam

Kaiser Alam

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NOW THIS INDENTURE WITNESSETH that the parties do hereby mutually agree to carry on business as partners upon and subject to the terms and conditions and stipulations as expressed in the following articles:-

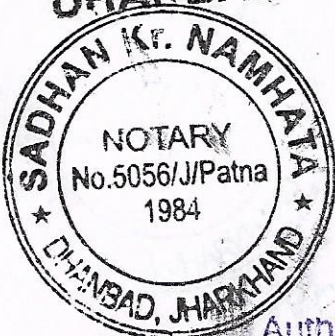
01. **That**, the Co-partnership business shall be carried on under the name and style of "M/s. SMART CITY DEVELOPERS" and or under such other name and style as may be agreed upon by the partners.
02. **That**, the Co-partnership business shall be that of Development, Construction, Structure, Architect, Engineers, Interior etc. and the parties hereto shall have the option and common consent to embark upon any other line or lines of activities at any time and the terms of this Indenture shall govern such activities.
03. **That**, the Co-partnership business shall be deemed to have commenced on and from the 17th Day of June, 2019 and shall be partnership at will.
04. **That**, the Principal place of Co-partnership business shall be at First Floor, Balaji Majestic, Mithu Road, Bank More, Dhanbad, within the District of Dhanbad (Jharkhand). However, the parties hereto shall have the option to change the address and/ or to open and/ or close Branch or Branchs anywhere when the parties hereto mutually so decode.
05. **That**, the capital of the Co-partnership business shall be the amount as will be found to credit of the parties hereto with such additional advance or advances as may be made by them from time to time for the purpose of properly carrying on of the partnership business.
06. **That**, in case of necessity for further funds for the betterment of Co-partnership business, after the initial investment of Rs. 10,00,000/- (Rupees Ten Lac only) by both the Parties namely (1) Kaisar Alam & (2) Rahul Gupta respectively, the parties hereto shall with mutual consent borrow the same from outside party/ parties, Bank/ Banks, Banker/ Bankers on such terms and at such rate of interest as may be mutually agreed upon or by start booking of the spots of proposed Development Plan of the said land (after Govt. clearance).

Rahul Gupta

Kaisar Alam

17/06/19

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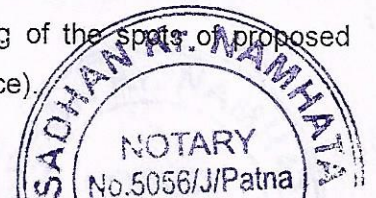


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07. That, simple interest @ 12% per annum on the capital invested by the partners hereto shall be paid to them. However, the partners may alter, change, vary increase, reduce or altogether waive the rate of interest as may be decided amongst them from time to time.

08. That, all the partners shall be working partners and shall be paid remuneration for the services rendered by them for the purpose of business of the firm which will directly related to the Book Profit of the firm in the following manner:-

- | | | |
|-----|---|--|
| (a) | Up to Rs. 50,000 of the Bok Profit | Up to the amount of the Book Profit |
| (b) | Up to Rs. 50,000/- to Rs. 75,000/- of the Book Profit | Rs. 50,000/- or at the rate of 90% of the Book Profit whichever is more. |
| (c) | On the next 75,000/- of the Book Profit | At the rate of 60% of the Book Profit |
| (d) | On the balance of the Book Profit | At the rate of 40% of the Book Profit |

For the purpose of calculation of remuneration the Book Profit shall be computed as defined in explanation 3 to section 40(b) of the Income Tax act, 1961.

That the remuneration payable to the partners in the above manner shall be divided amongst them in the following proportions:-

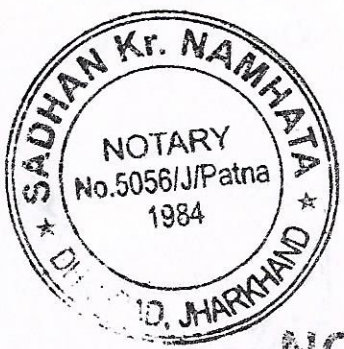
1.	SRI KAISAR ALAM	50%
2.	SRI RAHUL GUPTA	50%
			<u>100%</u>

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However, the partners may alter, change, vary or modify the system of calculation of remuneration as may be decided amongst them from time to time.

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09. **That**, the financial year will be the accounting year of the firm. At the end of each accounting year, the profit and loss will be determined after providing for all the outgoing expense and such net profit or loss of the firm will be divided amongst the partners in the following proportions:-

1.	SRI KAISAR ALAM	50%
2.	SRI RAHUL GUPTA	50%
			<hr/>
			100%

10. **That**, the Books of Accounts of the Co-partnership business shall be kept and maintained at the principal place of business and the same shall be kept regularly posted up. The profit or loss as determined at the end of each accounting year shall be distributed amongst the partners in proportion to their respective shares as laid down in Clause B.

11. **That**, the parties hereto shall be entitled to draw such sums of money out of the business for their personal and private purposes as will mutually be agreed upon by and between the partners.

12. **That**, the parties hereto may open and operate Bank Account in any Bank or Banks in the name of the Firm and to draw, endorse and negotiate cheques, bill of exchange and other negotiable instruments in the name of the firm and also to give valid discharge for payments received on behalf of the firm. Such Bank Accounts shall be operated jointly by the **compulsory signatures** of Kaiser Alam & Rahul Gupta hereto.

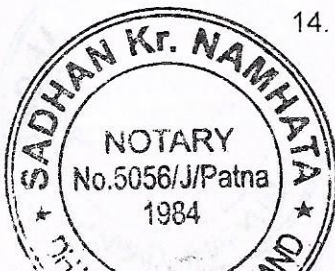
13. **That**, if in the best interest of the firm, admission of new partner or partners be deemed advisable, the parties hereto may admit any partner or partners on the terms and conditions as then agreed upon between the existing partners and incoming partner or partners.

14. **That**, none of the partners in case of any dispute amongst them shall be entitled to lock up the business of the partnership and shall be entitled to close the business or freeze the Bank Account of the Partnership. In case any of the partners does so, he shall be liable and responsible for such activities.

Rahul Gupta

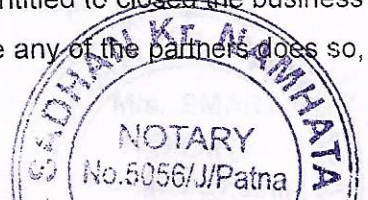
M. Sadhan Kr. Namhata

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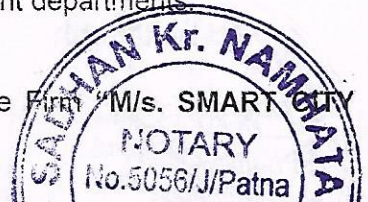
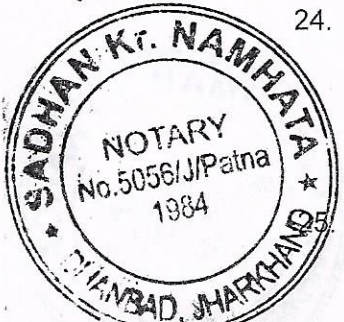
- 15. **That**, no partner shall without the express consent in writing of the other partner be entitled to sell, mortgage or otherwise transfer or dispose off his share in the Co-partnership to any other party.
- 16. **That**, the partners shall carry on the business of the firm to the greatest common advantage be just and faithful to each other and render true accounts and full information of all things affecting the firm.
- 17. **That**, in case, any partner wants to retire from the business he can do so by giving 01 (one) Month Notice to the other partners of his intention to do so and in that event the remaining partners shall be entitled to carry on the business in the same name and style after refunding the investment of the said partner.
- 18. **That**, the partnership business shall not stand dissolved on the death/ retirement of any of the parties but shall continue to be carried on by the surviving/ continuing partners and/ or the next heir or legal representative of the deceased partner.
- 19. **That**, any decision, which may affect the Partnership Business or related to the Partnership Business will be taken by all partners on mutually agreed in written documents, duly signed therein by all the partners.
- 20. **That**, the business of the partnership shall be managed by the partners generally with the assistance of the employees of the firm.
- 22. **That**, the parties may by mutual consent add to, alter, modify or vary the terms of this or any of them.
- 23. **That**, in case of any dispute or difference between the parties with respect to the interpretation of any of the terms of Partnership the same shall be referred to a sole arbitrator or arbitrators or in case of difference the decision of the majority shall be final and binding upon the other parties.
- 24. **That**, all partners shall have equal rights to take booking on behalf of the partnership firm, booking shall be taken by any party before requisite clearance and approvals from the concerned legal and government departments.

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That, all bookings shall be taken in the name of the Firm "M/s. SMART CITY DEVELOPERS" only.

26. That, all the other matters for which no provision is made in these presents shall be controlled and governed by the Indian Partnership Act, 1932 or any statutory modifications thereof.

SCHEDULE

All that piece and parcel of Rayati Land situated within Mouza – Amaghata, Sugiadih, Mouza No., bearing Khata No. 02, Plot No. 185, measuring an area of 12 Kathas (19.82 Decimal), situated within the District of Dhanbad (JHARKHAND), butted & bounded as follows:-

North	:	Part of Plot No. 185
South	:	25'-0" wide Road
East	:	Plot No. 187
West	:	16'-0" wide Road

IN WITNESS WHEREOF THE PARTIES HERETO WHILE IN THEIR SOUND HEALTH AND PERFECT MIND, AFTER DUE CONSIDERATION AND OUT OF THEIR OWN FREE WILL AND CONSENT DO HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Witnesses:-

1. AK
 (Dyaman Khan)
 Ekram Khan
 17.6.2019

2.
 (.....)

Signatures: **ATTESTED**
 17/6/19
NOTARY
DHANBA

Kaishor Kumar
 (Signature of 1st Partner)

Rehul Gupta
 17/6/19
 (Signature of 2nd Partner)

NOTARY
DHANBAD

Authorised
u/s 8 (1) (e) of Notaries Act

