

NOTARY  
DHANBAD



Before, The Notary Public : Dhanbad

Affidavit

I, Ranjit Kumar Mandal S/o Anant Chandra Mandal D.O.B. 07-06-1989 BY FAITH Hindu, by occupation – Business, resident of Vill. - Nagarkiyari, po. – nagarkiyari, P.S. – Barwadda, Govindpur, Dhanbad, Aadhar no. – 680484151657, Pan no. – ARXPM3227D do hereby solemnly affirm on oath and declare as under :-

1. That, I will also produce T.A.N. registration within three month .
2. That, the above statements made above area true and correct and no part of the statement is wrong any fact in this matter.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

Verification

Solemnly affirmed before me

By the deponent who is duly

Identified by sri. S. K. Sharma

Advocate, Dhanbad

The statements made above are true and correct to the best of my

knowledge and belief on date. 16/8/19

*Ranjit Kumar*

Deponent

*S. K. Sharma*  
Adv  
16/08/19



*[Signature]*  
NOTARY  
DHANBAD  
16/8/19  
J/S-297 (ITC) of the Cr.PC 1973  
Act No. 1974 & WS (8) (1)  
Act No 23 of 1952

16 AUG 2019  
Date . . . . . SL No

NOTARY  
DHANBAD



Before, The Notary Public : Dhanbad

Affidavit

I, Ranjit Kumar Mandal S/o Anant Chandra Mandal D.O.B. 07-06-1989 BY FAITH Hindu, by occupation – Business, resident of Vill. - Nagarkiyari, po. – nagarkiyari, P.S. – Barwadda, Govindpur, Dhanbad, Aadhar no. – 680484151657, Pan no. – ARXPM3227D do hereby solemnly affirm on oath and declare as under :-

1. That, declare that my moveable & immovable properties area follows :-

Movable assets -	Rs. 900000.00
Immovable assets-	<u>Rs. 4900000.00</u>
Total Assets -	Rs 5800000.00

2. That, the above statements made above area true the best my knowledge and belief.

3. That, I am swearing this affidavit to submit before the authority concerned for needful.

41  
16 AUG 2019  
Date

Verification

Solemnly affirmed before me

By the deponent who is duly

Identified by sri. S.K. Sharma

Advocate, Dhanbad

The statements made above are true

and correct to the best of my

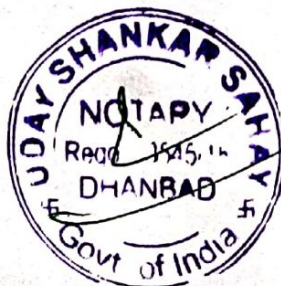
knowledge and belief on

Ranjit Kumar

Deponent

Ranjit Kumar  
Adv

16/08/19



NOTARY  
DHANBAD

Witnessed  
J/S 297 (1) (C) of the Cr.P.C 1973  
Act No. 1974 & WS (8) (1)  
Act No 23 of 1952

NOTARY  
DHANBAD



Before, The Notary Public : Dhanbad

Affidavit

I, Ranjit Kumar Mandal S/o Anant Chandra Mandal D.O.B. 07-06-1989 BY FAITH Hindu, by occupation – Business, resident of Vill. - Nagarkiyari, po. – nagarkiyari, P.S. – Barwadda, Govindpur, Dhanbad, Aadhar no. – 680484151657, Pan no. – ARXPM3227D do hereby solemnly affirm on oath and declare as under :-

1. That, I will also produce Labour Contract licence registration within three month .
2. That, the above statements made above area true and correct and no part of the statement is wrong any fact in this matter.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

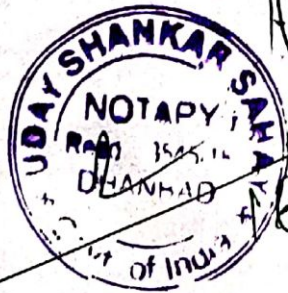
16 AUG 2018  
Date  
Sl. No.

Verification

Solemnly affirmed before me  
By the deponent who is duly  
Identified by sri. S.K. Sharma  
Advocate, Dhanbad

The statements made above are true  
and correct to the best of my  
knowledge and belief on date. 16/08/18

*Permit Sharma*



NOTARY  
DHANBAD  
16/08/18  
1974

Deponent

*Sharma Adv*  
16/8/18

NOTARY  
DHANBAD



Before, The Notary Public : Dhanbad

Affidavit

I, Ranjit Kumar Mandal S/o Anant Chandra Mandal D.O.B. 07-06-1989 BY FAITH Hindu, by occupation – Business, resident of Vill. - Nagarkiyari, po. – nagarkiyari, P.S. – Barwadda, Govindpur, Dhanbad, Aadhar no. – 680484151657, Pan no. – ARXPM3227D do hereby solemnly affirm on oath and declare as under :-

1. That, I will also produce E.P.F. registration within three month.
2. That, the above statements made above area true and correct and no part of the statement is wrong any fact in this matter.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

39  
16 AUG 2019  
Date . . . . . SL No. . . . .

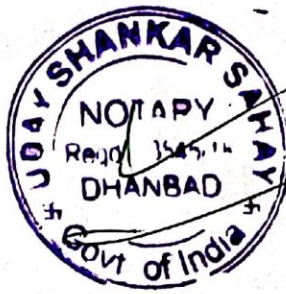
Verification

Solemnly affirmed before me  
By the deponent who is duly  
Identified by sri. S. Krishna  
Advocate, Dhanbad

The statements made above are true  
and correct to the best of my  
knowledge and belief on date. 16/08/19

*Ranjit Kumar*

Deponent  
*S. Krishna*  
Adv  
16/08/19



NOTARY  
DHANBAD  
Notarised  
J/S 297 (1) (C) of the Cr.P.C 1973  
Act No. 1974 & U.S (8) (A)  
Act No 53 of 1952

**TO WHOM IT MAY CONCERN**

I, Ranjit Kumar Mandal S/o Anant Chandra Mandal , by faith – hindu, by occupation – Business, Resident of Nagarkiyari, po. – Nagarkiyari, PO – Barwadda, PS – Govindpur, dhanbad, jharkhand, do here by certify myself that there is no, any civil or criminal case pending against my name in any competent authority of any court of law.

I have good moral character and never convicted for any offence.

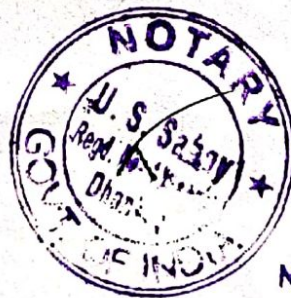
*Ranjit Kumar*

Signature

By

*Sharma Adv*

16/8/19



ATTESTED

NOTARY Dhanbad

*[Handwritten signature]*  
16/8/19

भारतीय गैर न्यायिक  
भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES



पाच सौ रुपये

Rs. 500

INDIA NON JUDICIAL



झारखण्ड JHARKHAND

NOTARY  
DHANBAD

A 891516

DEVELOPMENT AGREEMENT

01 DEC 2016

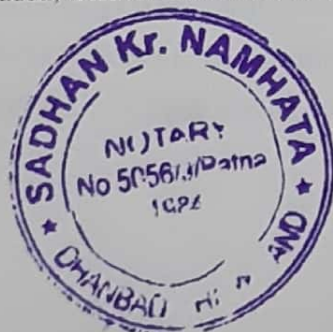
THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 29<sup>th</sup> THE DAY OF NOVEMBER 2016 AT DHANBAD BY & BETWEEN:

SHIBA PRASAD ROY, S/o - Late Panchanan Roy, by faith Hindu, by Caste - Ghatwar, by occupation Retired, Nationality Indian, resident at Natundih, P.O. Jagjiwan Nagar P.S. Saraidhela. Sub division and district sub registry office District Dhanbad, State of Jharkhand. Hereinafter called the owners/ First Party members (which expression shall unless excluded or repugnant to the context include their heirs, successors, administrators, representatives and assigns) of the ONE PART:

A N D

M/S LIBRA BUILDCOM, a Partnership firm, having its office at Ground Floor, House of Jogendra Singh, New bank Colony, Steel Gate, Saraidhela. Dhanbad. represented through its Partners -

- 1) **Ranjit Kumar Mandal**, son of Sri Anant Chandra Mandal, by faith Hindu, by occupation Business, Nationality Indian, resident Vill+P.O- Nagar Kiyari, P.S- Barwadda, District- Dhanbad, in the State of Jharkhand, hereinafter referred to as



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01/12/16

Shiba Prasad Roy

01 DEC 2016

Time

M/S LIBRA BUILDCOM  
PARTNER

the SECOND PARTY/DEVELOPER (which expression unless repugnant to the context shall mean and include its/his/their legal heirs, successors, successors-in-office, representatives, nominees, executors and assigns) of the OTHER PART.

**NATURE OF DEED:**                    **DEVELOPMENT AGREEMENT AGAINST**  
**CONSTRUCTION AND DEVELOPMENT OF THE**  
**LAND, AS PER TERMS OF THIS AGREEMENT**

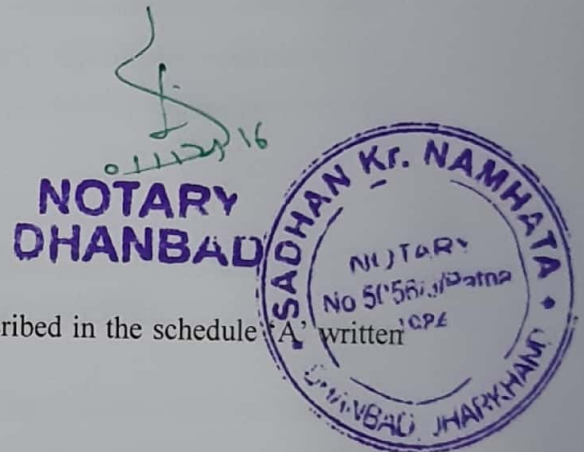
**TITLE INDENTURE:**

WHEREAS, ALL THAT piece and parcel of raiyati right of land situated in Mouza Saraidhela, Sub division and district Sub-Registry Office District Dhanbad, Mouza Saraidhela, Mouza No. 08, recorded under Khata No. 159 and 72 Plot No. 3764,3765, 3766, 3748 measuring an area 9.58 kattha(6900Sqft) or , within Sadar Sub-Registry Office at Dhanbad, in the District of Dhanbad, has been purchased by the first party above named, by means of a registered Sale Deed bearing Deed No.25772 Dated 12/11/1971 from its previous owners Biru Rani Roy And Sale Deed bearing Deed No 3424 dated 30/05/2012, from its previous owners Birendra Nath Roy , S/o Late Panchanan Roy, registered at Sadar Sub-Registry Office at Dhanbad, Jharkhand.

AND WHEREAS, after purchasing the aforesaid property by the first party members, respectively, they were in peaceful possession over the same without let, hindrance or disturbances from any corner and are the absolute and lawful owners thereof by exercising all acts of ownership thereto;

**DEFINITION:**

- a) **PROPERTY** : shall mean the landed property described in the schedule hereunder.
- b) **OWNER'S ALLOCATION** : shall mean First party Provide 29% constructed area out of the entire proposed building to be constructed over the said plots of land and by Paid Rs. 10,00,000/-/- (Rupees. Ten Lack Only) , parking space and other common services,



M/S LIBRA BUILDERS  
Shiba Prasad Roy  
PARTNER

amenities, shops and commercials, more fully described in the schedule 'B' hereunder written.

c) **DEVELOPER'S ALLOCATION** : shall mean the remaining Rest 71% constructed area out of the said proposed building and the parking space to be constructed thereon including shops and commercial space etc. and all common services and amenities, more fully described in the schedule 'C' hereunder written.

d) **SPECIFICATION** : shall mean the standard materials approved by the Govt. authorities, fixtures and fittings to be used for the construction and design.

e) **SAFETY** : shall mean the safety standard prescribed by law during and after construction of the proposed building.

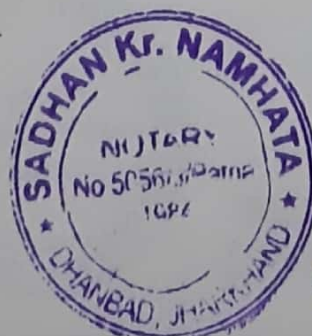
f) **SECURITY** : shall mean all necessary security provided to safeguard the construction materials from theft and misappropriation and security after construction to the dwellers as well as buildings.

AND WHEREAS, the owners are desirous of constructing building and/ or developing the said plots of land by and through a reputed civil construction firm and having come to know the intention of the first party, the second party through its partners has accepted the said developments;

AND WHEREAS, the parties hereto have voluntarily agreed to execute a proper deed of Development Agreement, to avoid any dispute, misunderstanding and/or legal complications, if any, between them and their respective legal heirs, successors, or successors-in-office, administrators, nominees, and/or person/s claiming through them and on such terms hereafter appearing :-

**NOW THIS DEED OF DEVELOPMENT AGREEMENT INCLUDING ALL ITS TERMS AND CONDITIONS ARE HEREBY MUTUALLY AGREED:**

1. That the plan so prepared, if requires during or after sanction, may be modified revised and/ or altered according to the promoter's choice of the need as may so require in future for feasibility of the projects.



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2. That soon after sanctioning and/ or passing of such building plan by the authority, the developer shall forthwith start construction of the proposed building and complete the same strictly in accordance with the Said plan with all fixtures, fittings and installations within 36 months from the date of MADA Senson Plan.

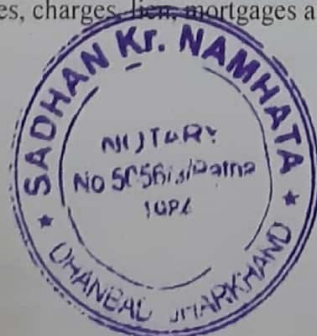
3. That after signing this agreement the second party shall prepare rough sketch plan and will show the same to the first party members for their approval.

4. That the second party during the course of construction of the proposed building shall be at liberty to receive advance or full payment of the flats, units, parking spaces, falling on its/ their share from the respective intending buyers at any time according to its/ their own convenience/ need at their discretion and risk in consultation, permission of the first party members.

5. That the first party shall execute and register a General Power of Attorney in favour of the parties of the second part in respect of the property, more fully described in the schedule 'A' below for the construction of building by the second party and the second party shall be empowered to receive installment, call money price of the flats, shops, commercial space, parking space, falling to the share of the second party from the intending buyers either in full or in installments and having power to get the building plan approved, to supervise the construction at site and in general to manage the affairs of the building/ land including right to protect and defend the legal interest, title and for its dispose of flats, units, parking, common services etc. on completion of its projects in all respect.

6. THAT THE FIRST PARTY/ OWNERS DO HEREBY DECLARE AND CONVENANTS:

- a) The owners/ first party are the lawful owners of ALL THAT property, more fully described in the schedule 'A' below and there were no other co-owners, co-sharers, over the said property, except her.
- b) The owners/ first party prior to execution of this agreement, have not sold, conveyed, transferred or parted with schedule 'A' below property in any way in favour of any person, body for any reason at any point of time either in full or any part thereof.
- c) The said premises, more fully described in the schedule 'A' below is free from all encumbrances, charges, lien, mortgages and litigations.



*[Handwritten Signature]*  
NOTARY  
DHANBAD

*Shribe Prasad Roy*

M/S LIBRA BUILDCOM  
*Pranmit Hewan*  
PARTNER

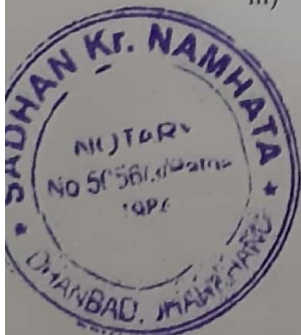
Shiba Prasad Ray

M/S LIBRA BUILD COM

Partner / Member

PARTNER

- d) The first party being the absolute owners of the property in question has absolute right, title, interest and possession over the said property. However if found to be in correct or defective causing any loss to the developer/ second party, the loss so, sustained by the second party on such account shall be made good by the first party in every possible practical manner.
- e) The first party members shall always be ready and willing to further execute and sign the necessary documents, paper, building plan, revised and/ or amended plan for the interest of the project.
- f) The first party members specifically undertakes and assured that till completion of the project the proper General Power of Attorney to be given in and instant agreement shall not be cancelled, rescinded provided the second party shall comply all terms and conditions of this agreement within the stipulated period of 2 months.
- g) The first party/ owners shall have the right to supervise by themselves or through their authorized agent, the construction of proposed building at site regarding adherence to the specification quality of materials and work in progress at site.
- h) The first party members in general shall extend their full co-operation to the developer/ second party, towards construction of plan, proposed building till disposal of the proposed flats, units, parking space etc, falling to the share of the developer/ second party.
- i) There are "NO" attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunction, order, lispensens, notices, petition of injunctions, orders affecting the said property or any part thereof.
- j) A part from the owners none else entitled to or has/ have any share, title over and in respect of the said property or any part thereof.
- k) The owners are neither Benamidar nor trustees for any one in respect of the said property or any part thereof.
- l) The owners have not entered in the past into any agreement for sale or development of the said property or any part thereof. Nor has/ have made any arrangement with anyone whatsoever regarding the said property or any part thereof.
- m) The developer shall have the right to create equitable or otherwise any legal mortgage on its share of the said property including proposed construction therein either in full or in part for obtaining loan either for itself or for the intending



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buyers of flats, units, parking spaces etc. within the multistoried building to be constructed on the said plot of land.

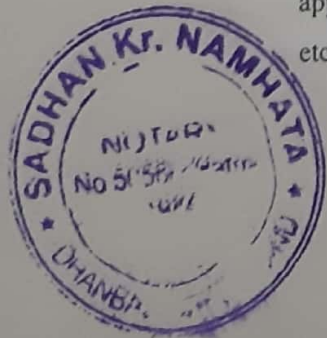
- n) In case there be any defect in the title of the owners or thereby any liability or any encumbrances, then in such event, the developers shall be entitle to have such defects cured and/ or liability cleared for and on behalf of the owners and at the owner's cost and expenses.
- o) In any event the owners without prejudice to the foregoing declaration agrees and undertake to remove all the obstacles and clear all outgoing doubt, or defect, save as herein above provided, either with their own cost as so ultimately vest the said property in the developer or its' their nominees free from all encumbrances and defect etc.

7. **THAT THE DEVELOPER/ SECOND PARTY HEREBY DECLARES AND CONVENANTS:**

- i) The second party is competent to enter into this agreement with the parties of the first part.
- ii) The developer shall construct the proposed building over the land described in the schedule 'A' below hereinafter written, by demolishing the existing structures, if any, as per approved plan of the proper authority.
- iii) The second party shall arrange for proper water lines, fixtures, fittings, installations of electricity as per specification enclosed herewith shall be formed and treated as part of this document.
- iv) The developer shall use all standard quality of building materials and others fixtures and fittings conforming to ISI standard.
- v) The second party shall be fully entitled and empowered to enter into any agreement or agreements with any intending buyer or buyers and to receive installment, call money and consideration amount either in full or in various installments or in part from such intending buyer/ buyers against sale of the proposed flats, parking spaces, shops, commercial space etc. falling to its/ their share and after division of flats, units, parking space etc. according to their share.
- vi) The developer/ second party in general shall be authorized and empowered to manage, supervise all matters and affairs of the building during construction by appointing architect, engineers, experts, skilled/ unskilled workman, labor, agents etc. and shall also be authorized to discharge such person or persons as and when

*Shilpa Prasad Roy*

M/S LIBRA BUILDCOM  
*Ramit Khanna*  
PARTNER



*01/11/2018*  
**NOTARY  
DHANBAD**

necessary.

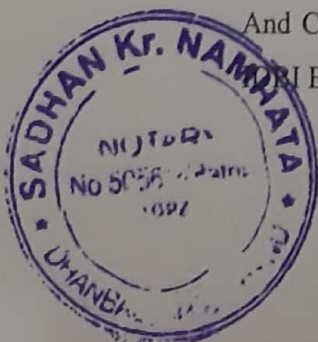
- vii) Whatsoever cost and expenses that may be incurred towards construction of proposed building including flats, shops, commercial spaces, parking and installation of all services water, electricity, materials, fixtures, fittings etc. and/ or all related expenses in connection with the proposed construction shall be borne by the developer/ second party.
- viii) The developer shall abide by all rules and regulations of the building plan prescribed by the government or authority and shall be answerable to any violation of law and during the period of construction is/ are and shall be applicable.
- ix) The second party/ developer shall complete and/ or finish the proposed construction within 42 months from the date of Senson MADA plan at the proposed building site. The construction may be delayed subject to reason of act of God, natural calamity, riot, war or any reason beyond control and reach of human being.
- x) The Developers shall be provided same quality of first party's share as per brochure.
- xi) The second party shall take all responsibility towards construction of the proposed building and for delivery of possession of such flats, shops, commercial spaces, parking etc. to the intending buyers.
- xii) The developer/ second party shall be liable for any accident and shall also be liable for any compensation or damages during the proposed construction.
- xiii) The developer/ second party shall manage material and take care of all building materials, fixtures and fittings etc. in case of loss or damage of any materials constructions of by fire, theft etc. and moreover in case of any accident or incident occur during the period of construction, the same shall be shouldered by the second party and the first party shall be free from any such charges.
- xiv) That the parties here to agreed that the second party shall Provide 29% and Paid by Rs. 10,00,000/- (Rupees. Ten Lack only) to the first party .Out of which of execution and registration of the registered General Power of Attorney, execute by the first party members in favors of the parties of the second part. The aforesaid consideration amount shall be adjustable form the owner's allocation of construction cost.
- xv) That the advance money paid by Cheque No.041826 of IDBI Bank of Rs. 2,50,000/- And Cheque No.041827 of IDBI Bank of Rs. 2,50,000/- and Cheque No.041828 of IDBI Bank of Rs. 2,50,000/- and Cheque No.041829 of IDBI Bank of Rs. 2,50,000/-

M/S LIBRA BUILD COM

Sumit Kumar

PARTNER

Shiba Prasad Roy



NOTARY  
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8. THE RIGHTS AND OBLIGATION OF THE PARTIES:

- a) The proposed land is situated at Mouza Saraidhela, Mouza No. 08, P.S. Saraidhela Sub-Registry Office at Dhanbad, District Dhanbad, more fully described in the schedule below.
- b) The parties hereto shall be fair to each other and shall co-operate each other for the successful completion of the project and shall divide their share in fair and equitable manner.
- c) The parties hereto shall always mean and include their respective legal heirs, successors and/ or any such person/ persons claiming through them in any legal capacity for the purpose of this agreement and shall be bound by terms of this agreement in future. In case of death of any party/ parties stated herein above, the legal heirs of deceased shall be substituted in place of the deceased party.
- d) The matters relating to the project shall be subject to the jurisdiction of **Dhanbad** Court and in case of any dispute arises the parties may take recourse to law. In the event of failure of the second party/ developer to complete the entire project as per the term and stipulation of this agreement, all the powers, rights, interest, privileges and responsibilities and entrusted to the second party/ developer in good faith by virtue of this agreement shall cease to be effective.
- e) The second party/ developer shall publish in newspaper or in any media to dispose of the developer's allocation to the intending parties.
- f) The purchaser of flats, units, parking space etc. or the developer shall be entitle to raise fund through any financial institution, Bank at their discretion and risk.
- g) The parties hereto may jointly/ severally execute and register the sale deed/ deeds in favor of intending buyer/ buyers.

*Shiba Prasad Roy,*

M/S LIBRA BUILDCOM  
*Ranjit Kumar*  
PARTNER



*[Signature]*  
**NOTARY  
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- h) The parties may mutually agree to alter or amend any terms of this agreement, if found necessary. The Genitor, electricity Meter & Transformer, and any types of government tax will be extra cost
- i) The parties hereto including their respective heirs shall be bound by the terms and condition of this agreement and any other term as may be amended.

9. **JURISDICTION :**

The court of **Dhanbad** alone shall have jurisdiction to try all suits, appeals, Proceeding arising out of this agreement.

**SCHEDULE : 'A'**

(Referred to above)

District Dhanbad, Sadar Sub-Registry office at Dhanbad, the raiyati land situated in Mouza Saraidhela, Mouza No. 08, Ps. Saraidhela, Subdivision District sub registry Office & District Dhanbad, recorded under Khata No.- 159 & 72, Plot No. 3764, 3765, 3766 and 3748 Area 9.58 Kattha (or Say 6900sqft) herein below mentioned :-

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area</u>	<u>in the name of</u>
159 & 72	3764, 3765, 3766 & 3748	9.58Katth	Shiba Prasad Roy

which is bounded by:

North: Village Road

South: Brinder Nath Roy

East: Jharu Majhi

West: Madan Mohan Roy

Grand total land measuring 9.58 Kathas of raiyati land.

**SCHEDULE : 'B'**

(Share of construction area and/ or cash to be delivered and/ or paid by the developer to the owners/ first party members)

All that proposed constructed area viz. ...., (i.e. 1<sup>st</sup> party) constructed flats, units, parking spaces etc., and other right in the common stairways, landing, ingress and egress, and service and amenities, excluding roof rights, out of the proposed entire construction to be done or executed over the schedule 'A' land.



*07/12/2018*  
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*Shiba Prasad Roy*

M/S LIBRA BUILDUUM  
*Pranab Kumar*  
**PARTNER**

**SCHEDULE: 'C'**

(Developer's allocation)

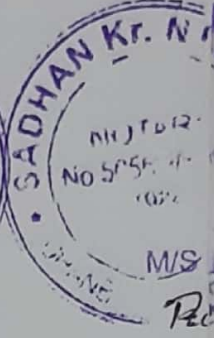
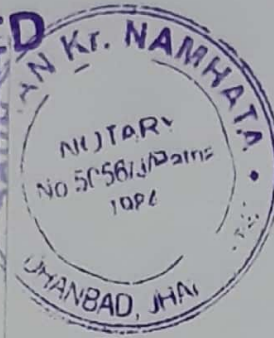
Area of constructed building to be kept and/or hold and/or, shall be deemed to the property of the second party:-

All that remaining ... constructed flat, units, parking spaces etc., other right in the common stair ways, landing, ingress and egress service and amenities, including roof rights out of the entire proposed construction to be done or executed over the schedule 'A' land.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands on this Development Agreement on the day, month and year first above written.



*Shiba Prasad Roy*  
SIGNATURE OF THE 1<sup>ST</sup> PARTY/LAND OWNER  
*Shiba Prasad Roy*



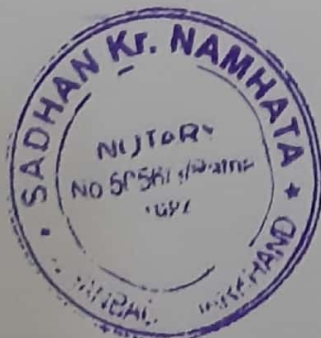
*Partner*  
PARTNER  
*Partner*  
SIGNATURE OF THE 2<sup>ND</sup> PARTY/DEVELOPER

**WITNESSES:**

1. Signature: - *Rakhi Roy*  
Name:- RAKHI ROY  
No:- GIRISH CHANDR ROY  
Add:- New Baradwari Dev Nagar  
Post - Sakchi J.S.R.

2. Signature: - *Lalita Roy*  
Name:- LALITA ROY  
No:- AMRIT SINGH  
Add:- Nutanli, P.O - Jagjivan Nagar,  
Saraikela, Dhanbad (J.H)

*Identified by*  
*Adv.*  
*01/12/16*  
*(D.S. Roy)*



**NOTARY  
DHANBAD**

Authorised  
u/s 8 (I) of Notaries Act  
1952 (Act No. 28 of 1952)



Government of India  
Form GST REG-06  
[See Rule 10(1)]

Registration Certificate

Registration Number : 20AAGFL4673GIZI

1.	Legal Name	LIBRA BUILDCOM			
2.	Trade Name, if any	LIBRA BUILDCOM			
3.	Constitution of Business	Partnership			
4.	Address of Principal Place of Business	GROUND FLOOR, 1, NEAR NEW RADIO STATION, BCCL TOWNSHIP, BASANT VIHAR COLONY, Dhanbad, Jharkhand, 826005			
5.	Date of Liability	01/08/2019			
6.	Period of Validity	From	01/08/2019	To	Not Applicable
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Centre			
Signature					
Name		Sanjay Kumar Tiwari			
Designation		Superintendent			
Jurisdictional Office		Dhanbad Urban			
9. Date of issue of Certificate		08/08/2019			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 08/08/2019 by the jurisdictional authority.





सत्यमेव जयते

GSTIN	20AAGFL4673G1ZI
Legal Name	LIBRA BUILDCOM
Trade Name, if any	LIBRA BUILDCOM

**Details of Additional Places of Business**

Total Number of Additional Places of Business in the State 0



GSTIN	20AAGFL4673G1ZI
Legal Name	LIBRA BUILDCOM
Trade Name, if any	LIBRA BUILDCOM

**Details of Managing / Authorized Partners**

1



Name	RANJIT KUMAR MANDAL
Designation/Status	PARTNER
Resident of State	Jharkhand

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

LIBRA BUILDCOM



03/08/2016  
Permanent Account Number

AAGFL4673G

30032016

भारतीय गैर न्यायिक  
भारत INDIA

₹. 500

FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

NOTARY  
DHANBAD

B 698796

झारखण्ड JHARKHAND

DEED OF PARTENERSHIP

THIS RECONSTITUTED DEED OF PARTNERSHIP made this on the  
26<sup>th</sup> day of July Two thousand & nineteen by and between:-

1. **Shri Ranjit Kumar Mandal /O. Shri Anant Chandra Mandal**, by faith Hindu, by Occupation- Business, Resident of Vill & P.O Nagarkiyari, P.S. Barwaadda, Dist. Dhanbad 828109. Hereinafter called and referred to as the **FIRST PARTY** of the **FIRST PART** (Which expression shall mean and include his legal heirs, executors, administrator and assigns).

& N D

2. **Shri Abhishek Kumar S/O. Shree Bhagwan Prasad**, by faith Hindu, by Occupation- Business, Age about 38 Years Resident of **New Karmik Nagar**, P.S. Saraidhela, Dist. Dhanbad 826004. Hereinafter called and referred to as the **SECOND PARTY** of the **SECOND PART** (Which expression shall mean and include his legal heirs, executors, administrator and assigns).

& N D

3. **Shri Ratnesh Kumar S/O Late Akhilesh Kumar Sinha**, by faith Hindu, by occupation-Business Age about 38 years Resident of **Kusum Vihar, Saraidhela**, Dist. Dhanbad. Hereinafter called and referred to as the **THIRD PARTY** of the **THIRD PART** (Which expression shall mean and include his legal heirs, executots, administrators and assigns)



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27 JUL 2019

SL.No. 02 Date: 27/07/19 Time: 13:01/2

Ranjit Kumar

Ratnesh Kumar

Akhilesh

The expression above parties hereinabove unless repugnant to the context or meaning there of shall include and always deem to have included their respective heirs, executors, administrators and / or permitted assigns and all the parties hereinabove together shall be referred to as the PARTNERS;

Whereas First Party, Second Party, and Third Party, were doing business of builders & developers and such other business in the name & style of "M/S LIBRA BUILDCOM" as per partnership deed executed as on 03/08/2016, new partners SHRI ABHISHEK KUMAR and SHRI RATNESH KUMAR has decided to admit in the firm with effect from 01/04/2019, and First and Third Party say shri Jogendra Singh s/o Late shri Ram Parvesh Singh and shri Dinesh Kumar Mandal s/o shri Anant Chandra Mandal has desire to retire from the said firm hence a new deed of partnership has been executed on following terms & conditions:

**NOW THIS RECONSTITUTED DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES MUTUALLY AGREED AND CONVEIENT WITH EACH OTHER AS FOLLOWS:-**

1. That the business of the firm shall continue to be the same.
2. That the business of the firm shall continue to be the same with all existing assets and liabilities.
3. That this business of the partnership shall have effect on from 01/04/2019 and at will.
4. That the business of the partnership shall be carried on under the Name and style of "M/S. LIBRA BUILDCOM"
5. That the partnership business shall be Contractor and Developers and similar nature of business and such other business and businesses as the partners may decide on mutual consent.
6. That the head office of the business of the firm shall be at C/O Anant Chandra Mandal, Basant Vihar Colony Near New Radio Station Po-B C C L Township, PS-Saraidhela Dist-Dhanbad Pin-826005 (Jharkhand).

*Ramnit Kumar*

*Ratnesh Kumar*

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*Abhishek*

7. That the necessary capital required for the smooth and proper running of the partnership business shall be contributed by all the parties and same shall be reflected in the books of account. The partners shall also get interest @ 12% per annum on their capital. Rate of interest may be changed on mutual consent of the partners.

8. That all the parties shall be working partners of the firm and they shall look day to day business affairs of the firm and they shall get salary from the firms as follows:-

- a) FIRST PARTY @ Rs. 5,000/- P.M.
- b) SECOND PARTY @ Rs. 5,000/- P.M.
- c) THIRD PARTY @ Rs. 5000/- P.M

Rate of salary may be changed by the partners in the beginning of the year.

9. That the Net profit after paying interest and salary to the partners, shall be divided among the partners and the net loss born by them as follow:-

- a) FIRST PARTY 33.33% (33.33 paisa in a rupee)
- b) SECOND PARTY 33.33% (33.33 paisa in a rupee)
- c) THIRD PARTY 33.33% (33.33 paisa in a rupee)

10. That at the end of every 31<sup>st</sup> March an account of the partnership business shall be taken and profit/Loss, if any, shall be distributed amongst the partners according to their respective.

11 . That the proper Books of accounts shall be maintained, and the Partners shall be at liberty to check, inspect, copy out the same during the usual business hours.

12. That all parties shall be entitled to draw out of the partnership business any sum or sums of money as may be mutually agreed amongst the parties and such sums to be duly accounted for on each succeeding settlement of the account and division of the profits of the partnership and any excess of drawings found on each settlement shall be refunded.

13. That the bank accounts on behalf of firm shall be opened and Operated either or Survival or jointly.

*Parmit Kumar*

*Ramesh Kumar*

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DHANBAD**



14. That all partners shall indemnify the firm for any loss caused to it by his fraud or willful neglect in the ordinary conduct of the business of the firm.
15. That the firm shall indemnify all or any one of the partner in respect to payments made an liabilities caused by him/them on behalf of the firm :-
- i. In the ordinary and proper conduct of business.
  - ii. In doing such acts in any emergency for the purpose of protecting the firm from any loss, as would be done by person of an ordinary prudence in his own case.
16. That in the best interest of the firm admission of a new Partner be deemed advisable , the partners reserve their rights by mutual agreement to admit one or more Partner/partners in agreed upon mutually by and between the sitting partners and the incoming partner or partners .
- 17 That during the continuance of this partnership no partner shall without the consent of all the other partners in writings;-
- i. Enter into a bond or become surety for any persons in his respective capacity on behalf of the firm excepting in the ordinary course of the business of the firm .
  - ii. Withdraw any suit or proceeding field on behalf of the firm
  - iii. Admit any liability in a suit or proceeding against the firm.
  - iv. Lend any money belonging to the firm to any outsider.
  - v. Relinquish or compromise any claim or a portion of any claim by the firm.
  - vi. Take a lease of or acquire immovable property on behalf of the firm.
  - vii. Transfer immovable property belonging to the firm.
  - viii. Acknowledge any debt due from the firm so as to extend the period of limitation for instituting legal proceeding against the firm.

*Ramesh Kumar*

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DHANBAD**



*Ramesh Kumar*

4 *Abhishek*

- ix. Submit a dispute relating to the business of the firm to the arbitration.
- x. Assign, mortgage or charge his share or interest in the firm, whole or in part, to any person other than a partner of the firm.
18. That all partners shall be entitled to borrow the money from Banks, Financial institutions, or other parties on suitable terms & conditions and all the partners shall be jointly responsible to repay such loans. Above partners can also approach the bank for overdraft or cash credit for building construction.
19. That in case of death of any partner or partners the partnership business shall not stand dissolved and the heir or heirs of the deceased partner/partners shall be deemed to be a partner/partners on and from the date of death of such partner/partners and the partnership shall stand reconstituted ipso facto.
20. That in the event of any partner desiring to retire from the partnership business, they shall give to the other partners three month's notice in writing where upon the proper and amicable adjustment and settlement of accounts may be made in presence of partners and retiring partner.
21. That the firm shall be dissolved with consent of all the partners for any reason whatsoever.
22. That after dissolution of the firm, the partners shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets of the firm including goodwill and also all liabilities, if any.
23. That at any time within 30 days of the taking of the decision by the partners to dissolve the partnership any partner or partners may elect to take the business of the firm including all assets, liabilities as well as goodwill at a value determined by the mutual consent of the partners and in such event he or they shall make payment to the other partners of their shares capital along with shares in the profit of the firm or the share of Value so determined by the mutual consent of all the parties.
24. That in all matters not specifically mentioned herein the relationship of the partners shall be governed by the provisions of the Indian Partnership Act, 1932.

*Ramit Kumar*

*Rabresh Kumar*

27/7/19  
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DHANBAD**



*Abhishek*



25. That all disputes and questions in connection with partnership or this Deed arising between the partners or between any one of them and the legal representatives of the other or others or between their respective legal representative and whether during or after the partnership shall be referred to the arbitration of two arbitrators one to be appointed by each party of this partnership deed and the decision and their representatives.

IN WITNESS WHERE OF THE PARTIES, HERETO, PUT THEIR RESPECTIVE SIGNETURES ON THIS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

SIGNATURE:

1. Dinesh Mandal  
S/o Anantchandra Mandal  
Basant Vihar  
Saraidhela, Dhanbad

1. Ramnit Kumar

2. Jogendra Singh  
S/o Late Ramprakesh Singh  
New Bank Colony  
Saraidhela  
Dhanbad

2. Abhishek

3. Rakesh Kumar



27/7/19  
**NOTARY  
DHANBAD**

Authorised  
u/s 8 (1) (e) of Notaries Act  
1952 (Act No 52 of 1952)

Identified by  
D. S. Dey  
Advocate, Dhanbad  
Enr. No. - 61/90

27.7.19.