



सत्यमेव जयते

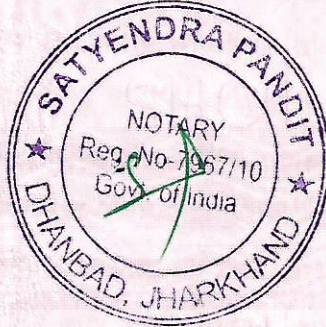
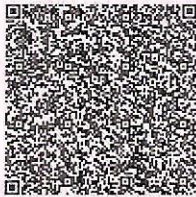
INDIA NON JUDICIAL Government of Jharkhand

e-Stamp



Certificate No. : IN-JH27327865161777S
Certificate Issued Date : 03-Mar-2020 12:56 PM
Account Reference : CSCACC (GV)/ jhcscceg07/ JH-DBSUM0157/ JH-DB
Unique Doc. Reference : SUBIN-JHJHCSCCEG0740146558069312S
Purchased by : SARVESHWARI CONSTRUCTION
Description of Document : Article 5 Agreement or memorandum of an Agreement
Property Description : MEMORANDUM OF AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : SARVESHWARI CONSTRUCTION
Second Party : AS APPLICABLE
Stamp Duty Paid By : SARVESHWARI CONSTRUCTION
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

09 MAR 2020



NOTARY
DHANBAD

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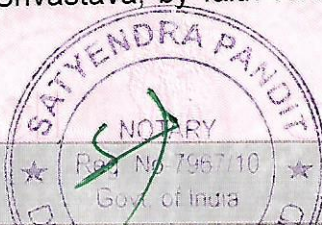
DEED OF PARTNERSHIP OF

SARVESHWARI CONSTRUCTIONS

THIS DEED OF PARTNERSHIP made on this the 4th Day of March, Two Thousand Twenty BY AND BETWEEN:-

- SRI NISHANT KUMAR**, aged about 40 years, son of Sri Brijendra Kumar Srivastava, by faith Hindu, by occupation Business, resident of

Nishant Kumar
03/03/2020
NWC
04/03/2020



RS 0000344712

Statutory Alert:

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- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

Sahyogi Nagar, Sector-III, Saraidhela, Dist.: Dhanbad (Jharkhand), hereinafter called the Party of the First Part; And

2. **SRI NISCHAL**, aged about 39 years, son of Sri Ashok Kumar Sinha, by faith Hindu, by occupation Business, resident of Shanti Vihar Colony, Damodarpur, Dist.: Dhanbad (Jharkhand), hereinafter called the Party of the Second Part.

The aforesaid Parties, commonly referred to as PARTNERS hereinafter, shall unless excluded by or repugnant to the context to these presents, shall mean and include their respective heirs, successors-in-interest, legal representatives, executors, administrators and assignees.

WHEREAS the aforesaid parties intend to carry on the business of construction whether for Government, Corporation, local bodies or others as contractors for the Construction of all types of buildings and structures including house and/or to pull down, build, rebuild, repair, alter, improve existing housing facilities, buildings, warehouses, other facilities like roads, lighting, water works, sewage system, air-conditioning and/or heating, gardens, parks, markets, conveniences and/or to work as real estate developers, builders, real estate agents, buying and/or selling of land and/or building and/or any property whether by of plotting or otherwise, renting out land and/or building and/or property, construction of building, schools, hospitals, roads, bridges, dams, malls, theatres, multiplexes and/or residential-cum-business (shopping/offices/etc) complexes, and/or other buildings/structures/etc whether by self or through other contractors or on conversion basis and/or any other mode, and the like and such other business or businesses as mutually agreed to amongst the Partners from time to time.

AND WHEREAS all the parties hereto have agreed to constitute a partnership by becoming partners thereof to carry on the said business in



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Partnership on the terms and conditions mutually settled among themselves and incorporated in the DEED OF PARTNERSHIP.

NOW, THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. That business of the partnership shall be carried on under the name and style of **M/s SARVESHWARI CONSTRUCTIONS.**
2. That the partnership business shall be that of the business of construction whether for Government, Corporation, local bodies or others as contractors for the Construction of all types of buildings and structures including houses and/or to pull down, build, rebuild, repair, alter, improve existing housing facilities, buildings, warehouses, other facilities like roads, lighting, water works, sewage system, air-conditioning and/or heating, gardens, parks, markets, conveniences and/or to work as real estate developers, builders, real estate agents, buying and/or selling of land and/or building and/or any property whether by of plotting or otherwise, renting out land and/or building and/or property, construction of building, schools, hospitals, roads bridges, dams, malls, theatres, multiplexes and/or residential-cum-business (shopping / offices / etc) complexes, and/or other buildings/structures/etc whether by self or through other contractors or on conversion basis and/or any other mode, and the like and such other business or businesses as mutually agreed to amongst the Partners from time to time.
3. That the principal office of the partnership firm shall be at Sahyogi Nagar, Sector-III, P.S.: Saraidhela, Dist.: Dhanbad (Jharkhand) and/or at such other place or places and/or as and when decided and/or as may be deemed fit by the Partners.

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4. That the partnership business shall commence of the 05.03.2020 and shall be a partnership AT WILL.
5. That the Partners, i.e. Party of the First Part & Party of the Second Part shall contribute the capital required for the partnership business as and when required and the same shall always be kept credited to their respective capital accounts.
6. That all the parties hereto shall be entitled to withdraw such sum of money as may be required by them from time to time from their respective Capital accounts (not restricted to the balance in their respective capital accounts) and the amount so withdrawn shall be debited to their respective Capital accounts.
7. That the accounting year of the partnership firm shall be the financial year ending on the 31st day of March every year.
8. That the books of accounts of the partnership firm shall be kept at the principal place of business and the Partners shall have the right to access to and inspect and copy of the books of the firm, preferably during the business hours.
9. That the Bank account or accounts, required to be opened shall be opened in the firm's name and the same shall be operated jointly by the Party of the First Part & the Party of the Second Part. If required, the Partners may authorize such other person(s) and/or authorized representative(s) or authorized signatory(ies) specifically authorized as such in writing, in addition to the person(s) named above and/or otherwise, as mutually agreed by all partners from the time, for the opening and/or operation of any or all Bank accounts.
10. That, as and when required, the Partners may, jointly, authorize, appoint, depute, any person(s) as mutually agreed to by the partners by means of a written instrument to enter into any agreed understanding, contract with any person(s) or any authority(ies) or any concerned department(s), to sign, endorse, submit, receive, alter, modify, withdraw, remove, cancel any documents, and/or to perform such tasks or deeds on behalf of the other Partner and on behalf of

Nishant Kumar
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the Firm. The instrument shall clearly specify the purpose, terms, duration, remuneration, and other aspects of such authorization, appointment, and deputation in the instrument. The Partners and the Partnership Firm shall ratify and be liable for any/all deeds of such person(s) done legally within the frame of such authorization, appointment, deputation laid down in the instrument.

11. That, if required, the Firm, through the person(s) authorized in clause 10 above and/or otherwise, may borrow money from any person(s), whether Bank(s), Financial Institution(s), and/or otherwise, on loans/advances/deposits at reasonable rate of interest and/or other terms, with the written consent of all the Partners in writing, whether by pledge of such security(ies) or otherwise as agreed upon by them and other person(s) for the business of the partnership firm.
12. That the Profit and, God forbid, the losses of the firm shall be divided or borne by the Partners in the following ratio:

		<u>In profits</u>	<u>In losses</u>
First Party	Sri Nishant Kumar	50%	50%
Second Party	Sri Nischal	50%	50%

13. That all the Parties of the First Part & Party of the Second Part are working partners devoted to the business of the firm. They shall be entitled to working remuneration per month @ Rs. 20,000/- each for first part & for the Second Part respectively with effect from unless otherwise mutually agreed upon by and between the Parties hereto.

14. That new partner or partners may be admitted into the Partnership as and when required with the mutual consent in writing of all the existing Partners upon such terms and conditions as the then existing Partners may deem fit.

15. That the Partner who may wish to retire may do so by giving one month's notice in writing to the other partner.

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16. That the firm shall not stand dissolved on the retirement or upon demise of any of the Partners, but shall continue duly reconstituted by the surviving partners and the legal heir of the deceased partner, on the terms and conditions that may then be agreed upon by them.

17. That none of the Partners shall either transfer their share of interest in the firm to any outsider in writing or hypothecate his interest or share or otherwise alienate the same.

18. 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 and accurate account and full information of all things effecting the firm or the other partners or their legal representatives.

19. That every Partner shall indemnify the firm for any loss caused to it by his/her fraud in the conduct of the business.

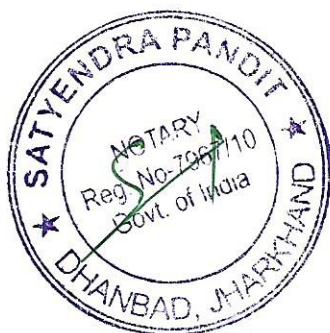
20. That every Partner shall have the right to take part in the conduct of the business.

21. That for the matters not specifically provided for in this Deed the provisions of the Indian Partnership Act, 1932 amended from time to time shall apply.

22. That all disputes arising in the conduct of the business of the Partnership Firm as between the Partners originating either in the construction or interpretation otherwise shall primarily and ordinarily be settled by a reference to Arbitration. Unless there be reasons for contrary, no Partner shall rush to the Court of law for the adjudication of their disputes.

Nishant Kumar
4/9/2020

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04/09/2020



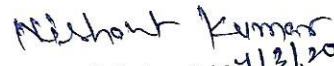
IN WITNESS THEREOF, the partners hereto, while in their sound health and perfect mind and after due consideration and out of their own free will and consent do hereunto set and subscribe their hands, the day, month and year first above written.

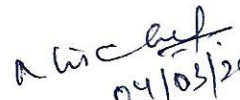
WITNESSES:

1. 
(Brijendra Kumar Sirostya)

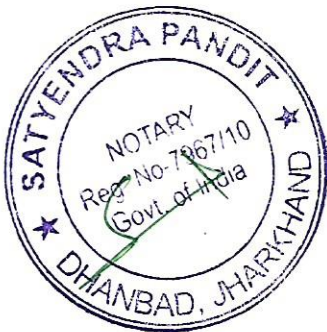
2. 
(Gaurav)

SIGNED


(Nishant Kumar)
Party of the First Part



04/03/2020.
(Nischal)

Party of the Second Part




Satyendra Pandit
Notary Dhanbad

Authorised
u/s 297 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (i)
of the Notaries Act 1952
(Act No 53 of 1952)


9/3/20