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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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E STAMP

Article 5 Agreement or memorandum of an Agreement

AGREEMENT

(Zero)

MS MASS HOUSING VENTURE ENTERPRISE

NOT APPLICABLE

MS MASS HOUSING VENTURE ENTERPRISE

(Five Hundred only)



Anjani Sinha

Notary Public

Dhanbad



Shabana Khatoon. Md. Masiruddin

LB 0012548837



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DEED OF ADMISSION CUM RETAIRMENT CUM RE CONSTIUTION

This deed of partnership made at __this__day of ___, Two Thousand Twenty by andbetween:

- 1. Mr. MOHAMMED ATAULLAH ANSARI, aged 58 years, having PAN No. ADHPA-5668-E, adult, Indian Inhabitant, presently residing at A/902, Chouhan Classic, CaptSamantMarg, Off S V Road. Jogeshwari West, Mumbai 400 102, (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred toCONTINUING PARTNER as the Party of the FIRSTPART;
- 2. Mr. MOHAMMED NASIRUDDIN, aged 42 years, having PAN No. AGOPN-4870-F, adult, Indian Inhabitant, presently residing at C/O Lyba Textiles, Ali Nagar, Bhuli Road, Dhanbad Jharkhand 826001, (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred to CONTINUING PARTNERas the Party of the SECONDPART.
- 3. Mr. REYAZ ANJUM, aged 42 years, having PAN No. ACDPA-0935-F, adult, Indian Inhabitant, presently residing at Nishat Nagar Wasseypur, Bhuli Road, Dhanbad, Jharkhand 826001 (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred to CONTINUING PARTNER as the Party of the THIRDPART.
- 4. Mr. SAMEER HASAN aged 54 years, having PAN No. AAJPA6911H, adult, Indian Inhabitant, presently residing at 47/14, Zakir Nagar Jamia Nagar Okhla, New Friends Colony S.O South Delhi 110025. (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred to INCOMING PARTNER as the Party of the FOURTHPART.
- 5. Mr.NISHAT MOHD ATAULLAH ANSARI aged 36 years, having PAN No. AHQPA5509F, adult, Indian Inhabitant, presently residing at A/901, Chouhan Classic, CaptSamantMarg, Off S V Road. Jogeshwari West, Mumbai 400 102, (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred to INCOMING PARTNERParty of the FIFTHPART

Mrs. SHABNAM ATAULLAH ANSARI, aged 54 years, having PAN No. ADOPA-8773-F, adult, Indian Inhabitant, presently residing at A/902, Chouhan Classic, CaptSamantMarg, Off S

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Road. Ho - 17452119 Explry Date- 20.11 2024 V Road. Jogeshwari West, Mumbai 400 102, expression shall unless the context otherwise required and include his heirs, executors and administrators as case may be) hereinafter referred to RETIRING PARTNER as the; Party of the SIXTHPART.

- 7. Mrs. SHABANA KHATOON, aged 39 years, having PAN No. FJOPK-0588-M, adult, Indian Inhabitant, presently residing at 65, Karimganj, Near Imambara, Wasseypur, Dhanbad, Jharkhand 826001 (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred to RETIRING PARTNERas the Party of the SEVENTHPART.
- 8. Mrs. FARHAT KHATOON, aged 42 years, having PAN No. CGWPK-9408-G, adult, Indian Inhabitant, presently residing Nishat Nagar Wasseypur, Bhuli Road, Dhanbad, Jharkhand 826001 (which expression shall unless the context otherwise required mean and include his heirs, executors and administrators as the case may be) hereinafter referred to RETIRING PARTNER as the Party of the EIGHT PART.

WHEREAS all parties hereto from the 1st day of July, 2019 enters into partnership between them to carry on the business of Builder, Developer, Trader and Contractor from G-38, Bhagwati Complex, Bank Road, Purana Bazar, Dhanbad- 826001, in the name and style of M/s MASS HOUSING VENTURE ENTERPRISE.

AND WHEREAS The Party of the First , Second, Third, Sixth, Seventh And Eight Part had entered in the Partnership Deed on 10th July 2019 in the Name And style of M/s Mass Housing Venture Enterprises as per the Terms and Condition Record

AND WHEREAS The Party profit sharing of Party of the First, Second, Third, Sixth, Seventh And Eight Partwere as Follow.

Profit/Loss

M. MOHAMMED ATTAILS ASSAULT		***
		20%
Mr. MOHAMMED NASIRUDDIN		20%
Mr. REYAZ ANJUM		20%
Mrs. SHABNAM ATAULLAH ANSARI		13.33%
Mrs. SHABANA KHATOON		13.33%
Mrs. FARHAT KHATOON		13.33%
	Mrs. SHABANA KHATOON	Mr. MOHAMMED NASIRUDDIN Mr. REYAZ ANJUM Mrs. SHABNAM ATAULLAH ANSARI Mrs. SHABANA KHATOON

AND WHEREAS The Party of the Fifth, Sixth and Seventh Part Decided to Retire from the Said Firm.

AND WHEREAS The Party of the First, Second, Third Part Agreed to Relivethem from the Said firm

AND WHEREAS The Party of Fourth and Fifth Part have expressed their desire to become Partner in the said Firm.

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AND WHEREAS The Party of the First, Second, Third Fath have Agreed to Admit the Incoming Partner in the Said line on terms and condition Mutually agreed between Them.

AND WHEREAS All the parties hereto are now desirous of recording in writing the terms and conditions of theirpartnership Firm.

NOW THIS INDENTURE OF RETIREMENT-CUM-ADMISSION WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The parties of First Part to Third Part i.e. the Continuing Partner and the Retiring Partners do and each of them doth hereby declare and confirm that what is recited hereinabove as regards their respective share, right, title and interest in the said Partnership Firm as recorded in Deed of Partnership dated 10th July 2019 shall be treated as declarations and confirmations on their respective parts as if the same are set out herein and forming integral part of this Clause.
- 2. The Continuing and Retiring partners hereby declare that till date no business activity has been carried out since the inception of Partnership deed dated 10th July 2019
- 3. The Parties of the First to Third Part has agreed to admit Party of Fourth and Fifth part from _____ as Incoming partners as agreed to condition below.
- 4. In view of what is stated in preceding clause, the Parties of the First, Fourth and Fifth Part do and each of them doth hereby absolutely and unconditionally released, discharged, relinquished and absolved the Parties of the Sixth part to Eight Part from all the liabilities of the Partnership Firm.
- 5. The parties hereto hereby mutually agree and undertake to give necessary intimations and address correspondence to all such Concerned Authority or Authorities of Government or Semi-Government or Public bodies including Registrar of Firm so as to intimate the due effect of the retirement cum Admission cum re Constitution of the Parties of the Fourth to Eight Part in the Partnership Firm.

6. <u>INCOMING PARTNERS</u>:

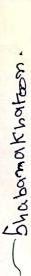
The Party of the First to Third Part herby confirm that the Party of the Fourth and Fifth Part have been admitted as the Partners in the Partnership business with effect from ______.

of. NAME OF THE PARTNERSHIP:

The Partnership business shall be continued to be carried on as usual in the same firms name and style of M/s MASS HOUSING

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Dhanbad (Jharkhand) Regd. No.—17452/19 Expiry Dale- 20.11 2024



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VENTURE ENTERPRISE. or in any other name as the part Expiry Date-20.11 7074 the First to Fifth Part hereof may mutually decide between them.

8. PLACE OF THE BUSINESS:

The Partnership business shall be continued to be carried on from the principal place at G-38, Bhagwati Complex, Bank Road, Purana Bazar, Dhanbad-826001 or at such other place or places as the parties may mutually decide.

9. NATURE OF BUSINESS:

The said business shall be of **Builder**, **Developer**, **Trader and Contractor** or such other business or businesses as the partners hereto maydesire.

10. CAPITAL/INVESTMENT:

The CAPITAL/INVESTMENT of the partnership firm shall be contributed by all the partners in the ratio as their share in Profit and Loss mentioned in clause: no 11 of this deed.

11.PROFITSAND LOSS:

The net profit and loss as the case may be in the Partnership business as per new constitution shall be shared among the Continuing and Incoming Partners as under:-

Share in Profit and/or Loss

		NOTAR	/RY	
	Mr. MOHAMMED ATAULLAH ANSARI		12.50%	
2.	Mr. MOHAMMED NASIRUDDIN Mr. REYAZ ANJUM SAMER HASAN SAMEER AND	MEN	25.00%	
3.	Mr. REYAZ ANJUM SAMEEK HH	1700	25.00%	
4.	Mr. SAMIR HASAN SAMEEK AND	WIED.	25.00%	
	Mr NISHAT ANSARI	, –	12 50%	

The profits shall be calculated after taking into account all costs, charges, expenses and outgoings of and incidental to the business.

12. DURATION:

The Duration of Partnership shall be "AT WILL" however the Party of the First Part has no right to dissolve the partnership. The Retirement or death or insolvency of any Partner shall not dissolve the Partnership. The Partner may, however, by mutual agreement in writing determine the Partnership at any time. On death of any Partner, his heirs and legal representatives shall have the rights of admission to the Partnership business in place of the deceased Partner.

13.BOOKS OF ACCOUNTS:

Usual books of account shall be kept properly written and posted upto date and shall not be removed from the place of business without the written consent of all the Partners. Every Partner shall have access to them at all reasonable time and shall be at liberty to

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make such extracts therefrom as he shall think necessary or his agents.

14. BANK ACCOUNT:

The bank account of the partnership firm shall be opened in the name of the firm and shall be operated Jointly with two signatures out of which 1 mandatory signing would be either/or beof Party of First Part or Party of Fifth Part and 2nd mandatory signing would either/or be of party of Second, Third or Fourth Part .

15. MANAGEMENT:

All important matters and policy decision regarding the Partnership Firm's business and dealings shall be taken and decided mutually by all the Partners in writing.

16. GOODWILL:

The goodwill of the Partnership Firm is the property of the firm and shall belong to the firm only. In the event of any retirement or insolvency of any Partner, such Partner or assignee of the insolvent Partner shall not be entitled to claim any goodwill, but he/they shall only be entitled to be paid the amount standing to the credit of such Retiring/Insolvent Partners in his/her/their capital or loan account, after taking into account the profits/losses or the debit balance, if any, upto that date. The Retiring Partner or assignee of the estate insolvency shall not be entitled to raise any claim that such Retiring/Insolvent Partners have or had a share in the goodwill or any right to claim the goodwill or the other assets of the Partnership be valued and their share therein be paid. If any Partner being desirous of Retiring from the Partnership Firm, he shall not be entitled to carry on any business in the name of the Partnership Firm and it is agreed that, the firm's name. Goodwill, and other assets of the Partnership Firm shall remain the property of the Partnership Firm.

17.RETIREMENT/DEATH/INSOLENCY:

If any of the Partners is being desire to retire from the Partnership Firm, he shall do so by giving previous notice in writing to the other Partners of his intention and the Partner giving such notice shall be deemed to have retired from the Partnership forthwith thereafter or from the expiration of such notice period, as the case may be, his interest in the Partnership cease and determine and the other Partners shall be at liberty to continue the Partnership business.

In the event of insolvency of any Partner, the Partnership Firm

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shall not ipso facto be dissolved and shall be treated as continuous the surviving Partners (other than the Insolvent Partner).

Upon death of any Partner, the Partnership Firm shall not ipso facto be dissolve and the surviving Partner shall continue the Partnership business with heirs and legal representatives of the deceased Partner.

The Retiring Partner or the assignee of the estate of any insolvent Partner, as the case may be will be entitled to the share of such retiring or insolvent Partner, upto the date of his retirement, or the order of adjudication as the case may be subject to Clause hereinabove.

The Retiring Partner or the assignee of the estate in insolvency, shall not be entitled to claim a general dissolution of the Partnership or any share in goodwill thereof or otherwise or any right, title, share, claim or demand into the business of the Partnership and any assets including goodwill thereof, save and except the amount standing in the books of accounts of the Partnership to credit of the Retiring or the Insolvent Partner, as the case may be as his capital and the profit or loss as on the date of his retirement or insolvency, as the case may be.

18.All disputes and questions whatsoever which shall arise either during the continuation of partnership or thereafter arise between the Partners or Partner and the representatives of any other Partner touching these presents or construction or application thereof or any clause or thing herein contained on any account valuation or division of assets, debts or liabilities to be made hereunder or as to any act, deed or commission of any Partner or as to any other matter in any way relating to the partnership business or the affairs thereof or the duties or liabilities of any other person under these presents shall be referred to a single arbitrator for in case the parties agree upon one, otherwise to two arbitrators, one to be appointed by each of the party to the difference in accordance with and subject to the provisions of Indian Arbitration Act or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be in Jharkhand.

19. Subject to what is stated hereinabove, it is mutually agreed and understood between the parties hereto that the business of Partnership Firm and the Firm continues as mentioned in the Deed of Partnership dated 10th July 2019and on the terms and conditions contained hereunder.

20. The change in the Constitution of the said Partnership hereby affected will be notified to the concerned authorities in due course and application for necessary change in registration of the partnership will be made under Income Tax Act.

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ANJANI SINHA Dhanbad (Jharkhand) Regd. No.-17452/19 Expiry Date-20.11.2024

Regd. No. 17452/19 Expiry Date- 20.11.2024 IN WITHNESS WHEREOF, the parties hereto have hered and subscribed their respective hand and seal into this writing day, month and year first above written.

SIGNED & DELIVERED BY **THEWITHINNAMED**

Mr. MOHAMMEDATAULLAH ANSARI THEFIRSTPARTNER IN THE PRESENCEOF

Dhanbad (Jharkhand)

SIGNED & DELIVERED BY **THEWITHINNAMED**

Mr. MOHAMMED NASIRUDDIN THESECONDPARTNER IN THE PRESENCEOF

SIGNED & DELIVERED BY **THEWITHINNAMED**

Mr. REYAZ ANJUM **THETHIRDPARTNER** IN THE PRESENCEOF

SIGNED & DELIVERED BY THEWITHINNAMED

Mr. SAMEER HASAN

THETHIRDPARTNER IN THE PRESENCEOF

SIGNED & DELIVERED BY THEWITHINNAMED

Mr. NISHAT ATAULLAH ANSARI THETHIRDPARTNER IN THE PRESENCEOF

SIGNED & DELIVERED BY THEWITHINNAMED

Mrs. SHABNAM ANSARI THEFOURTHPARTNER IN THE PRESENCEOF

SIGNED & DELIVERED BY

THEWITHINNAMED

Mrs. SHABANA KHATOON THEFIFTHPARTNER IN THE PRESENCEOF

& Shabana Knatoon

SIGNED & DELIVERED BY **THEWITHINNAMED**

Mrs. FARHAT KHATOON THESIXTHPARTNER IN THE PRESENCEOF

WITNESS BY

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16/10/2020.

WJANI SINHA Dhanbad (Jharkhand) Regd. No. - 17452/19 xpiry Date- 20.11.2024

NOTARY DHANBAD

Authorised U/S 297 (1) (C) of the Cr.P.C. 1973 Act No 11 of 1974) & Ws (8) (1) Act No 53 of 1952)