

INDIA NON JUDICIAL **Government of Jharkhand**



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Certificate No.

Certificate Issued Date

Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SUBIN-JHJH900890443150455675709S

MS Developer and Builder

Article 5 Agreement or memorandum of an Agreement

Agreement

(Zero)

MS Developer and Builder

As Applicable

MS Developer and Builder

(One Hundred only)





NOTARY

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DEED OF PARTNERSHIP

THIS DEED OF PARTMERSHIP is made on this 12th day of Feb. 2021 by and between :-

SRI ANUP KUMAR SINGH S/o Sri Rana Pratap Singh by faith Hindu by Occupation_Business, residence of New Colony,P.O._Jagjiwan Nagar, Dhanbad,P.S._& Dist._Dhanbad in the state of Jharkhand hereinafter called and referred to as the party of the FIRST PART.

AND

SRI VIJAY KUMAR SINGH S/o Late Rana Pratap Singh, by faith Hindu, by Occupation_Business, residence of New Colony, P.O._ Jagjiwan Nagar, District_Dhanbad, in the State of Jharkhand, hereinafter called and referred to as the party of the SECOND PARTY.

AND

SMT CHUNCHUN KUMARI W/o Anup Kumar Singh by faith Hindu, by Occupation_Business, Residence of New Colony, P.O._Jagjiwan Nagar, Dhanbad, Dist._Dhanbad, Jharkhand hereinafter called and referred to as the THIRD PARTY.

WHEREAS the parties of this indenture here by agrees to start a business of construction of residential and commercial Complex in partnership under the name and style of M/S M.S. Developer & Builder.

WHEREAS as agree in between the parties hereto and in order to avoid any further disputes and differences in between

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themselves, it was mutually agree to execute a Deed of Partnership, incorporating there in all the terms and conditions so mutually agreed and being worked.

NOW IT AS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The parties hereto agree to carry on the business hereinafter mentioned, in partnership, on the terms and conditions herein set out, in the name and style of M/S Developer & Builder at Kola Kusuma, Saraidhela, Dhanbad (Jharkhand).
- 2. The partnership shall be with effect from 15th day of January 2016 and the period of the partnership shall be "at will".

The nature of the partnership business shall be mainly that construction of residence and commercial complex. However the partner shall be always be at liberty to embark upon any other line of trade or activities as may be mutually agreed in between the partners from the time to time.

That, the party of the First part have contribute towards the initial capital of the firm a sum of equal share, further amount required shall be contributed by the partners as capital or loan from time to time according to the necessity of the Partnership business as far as in profit sharing ration and will carry interest at the rate of 12% per annum or at such rate as may be allowed under the Income Tax Act and the same will be credited to their respective account at the end of the financial year, No

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interest on capital shall be allow in case of loss. In case of insufficient profit for any accounting year the interest allowable on the capital of the partners shall be proportionately reduce according to available profit provided there is mutual consent of the partners to this effect.

mutual consent and on such terms and conditions as may be mutually agree upon, may arrange for an take loan or loan from any qutsider, bank or bankers or any forth party either after hypothecating the rolling stock or after extending such other security of surety as may be found convenient to them.

That, all the parties will act as working partners and will be entitled to remuneration not exceed the limit prescribe by section 40(b)(v) of the Income Tax Act as deduction from the gross income of the firm.

That, each of the partners will be entitled to draw such monthly amount for his personal expenses as may be mutually agreed to and such amount will be debited to their account with the firm and included in his share of profits.

8. The net profit and losses of the firm will be shared by the all partners in the following proportion.

.SRI ANUP KUMAR SINGH _ Equal Share
.SRI VIJAY KUMAR SINGH _ Equal Share
.SMT. CHUNCHUN KUMARI _ Equal Share.

9. That, the net profit will mean the gross profit earned in the such year less the expenses of the management of the business

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including the rent of the premises of the firm, the outgoing in the respect of the salaries and wages of the staff.commission paid to other, and all other expenses incurred in connection with the business allowable as deduction under the Income Tax Act.

- 10. The accounting year of the firm will be from 1st April to 31st March of each Christian calendar year.
- 11. At the end of each according year an account of the business carried on in that year will be made and a statement of accounts, namely, a Balance Sheet and profit and loss account will be got audited by a Charted Accountant.
 - 2. The book of the account and all other record of the firm will be always kept at the Head Office of the firm and will be open for inspection by any of the partners hereto at any time.
- 13. The partnership firm shall be open one or more account either current, saving or overdraft and cash with one or more bank as may be agreed upon by the partners and the account or account will be operated under the signature of all of them.

That, each partner is further authorized to appoint and authorized any counsel, attorney or any other person to defend or prosecutes or file suits, appeals and application for and on behalf of the firm in the manner necessary and advantageous to the firm.

15. That, all the working staff such as clerk, open, accountants, cashiers, Selesman and other will be appointed by the joint consent of the parties and their wages and salaries and other emoluments will fixed by mutual consent. ..p/5

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- 16. That, none of the partners in case of any dispute amount them shall be entitled to look up the business premises, factory, godown, or office, of the partnership and shall not be entitled to close the business and freeze the bank account of the partnership firm. In case any of the partners does so, he shall be liable and responsible for his activities.
- 17. That, the firm hereto shall always be at liberty to shake hand with any concern firm and company etc. for the purpose of sales promotion and marketing of the products/units of the firm as agreed in between the partners from time to time.

18. That each of the partners shall:-

- a) Participate and attend to the business of the firm to the greetest common advantage of the firm.
- b) Be just and faithful to the partner.
- c) Render true accounts full information of all moneys ward dealings affecting the firm to the other.
- d) Indemnify the firm for or against any loss caused to it by his willful negligence of fraud in conduct of business e) Not carry on any similar to the business of the firm or any other business anywhere without the consent of the other partners.
- f) Attend to the business of the firm diligently and actival
- g) Not withdraw any amount for his on benefit or use as remuneration or other wise without consent of the other.
- h) Be entitled to be indemnified by the firm in respect of payment made and liabilities incurred by him, (i) in the usual and proper course of business of the firm and (ii) inducing any act for protecting the firm from loss in emergency.

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- 19. That, any party hereto shall not, without the consent to the other:
 - a) Submit any dispute with any other person to arbitration of of compromise or relinquish any claim of the firm.
- b) Without any suit and legal proceeding field by the firm, 2 c) Admit any liability of the firm.
 - d) Acquire and dispose of any immovable or movable property. expect the stock in trade in the ordinary course of business
 - e) Enter into partnership or other business unilaterally with a any other person.
 - f) Assign or transfer his share or any interest in the firm.
- g) Admit any person as a partner of the firm.

 7) h) Borrow any moneys for or in the name of the firm, or crease
 any security or charge on the assets of the firm.
 - i) Enter into any contracts expect contract in the regular of the business of the firm.

j) stand as guarantor or surety for any person, in the name of the firm or for and on behalf of the firm.

1320. That, if any party hereto desires to retire from the firm, he Mahall give one month prior notice to the other partners.

- 1. That, the partnership firm shall be dissolved if the business of the firm rendered as illegal or by mutual consent.
- 22. That, the partners hereto shall always be at liberty to change after, delete and modify any of terms, condition and covenants of this partnership by mutual consent in writing or by resolutions by supplementary deed or otherwise and such resolution writing, or deeds shall be deemed to be part and parcel of the deed. .. D/7

- 23. That, if any dispute or difference shall arise between the parties hereto touching the business of the firm of interpration of any provision hereof or otherwise, whatsover relating to the firm and its business the same shall be referred to arbitration of the common arbitration if agreed upon.
- 24. That the provisions of Indian Partnership Act shall apply so far as they have not being expressly veried in this deed.

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OF PROBAD, JHAP

ATTESTED NOTARY DHANGAD

Authorised.
uls (8) (1) (a) of the Notaries
Act 1952 (Act No. 53 of 1952)