



मारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AAWFK6628A

HTH/ Name
KALYANI CONSTRUCTION & DEVELOPER



30112020

निगमन / गठन की तारीख Date of Incorporation / Formation 06/11/2020







Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 4224f1060836476bc0d3

Receipt Date: 05-Nov-2020 10:55:37 am

Receipt Amount: 200/-

Amount In Words: Two Hundred Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: Praveen Kumar Singh

Purpose of stamp duty paid: Partnership Deed

First Party Name: Praveen Kumar Singh

Second Party Name: As Applicable

GRN Number: 2002642434

R. K. SINHA NOTARY DHANBAD

-: This stamp paper can be verified in the jharnibandhan site through receipt number:-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट प्रमान के जिसे आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय किंग्राम्बन्थिस १९९९ की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Rossa Maier Francen. Ginglikewati Raman Simh

PARTNERSHIP DEED

R. K. SINHA NOTARY DHANBAD

This deed of Partnership made on this 06th November 2020.

Between

Sri Ravindra Kumar Ojha , S/O –Lt. Dilip Kumar Ojha by faith Hindu by occupation Business
Resident of Kapil Eclave , Kusum Vihar , Saraidhela , Dhanbad , PS – Saraidhela in Distt –
Dhanbad in the state of Jharkhand hereinafter called "First party" of the First Part.

AND

 Sri. Manoj Kumar , S/O – Sri Ram Nagna Singh by faith Hindu by occupation Business Resident of Plot no – 9 D , Co operative Colony , Koyla Nagar , BCCL Township Dhanbad , PS-Saraidhela , Distt – Dhanbad in the state of Jharkhand hereinafter called "Second party" of the second part .

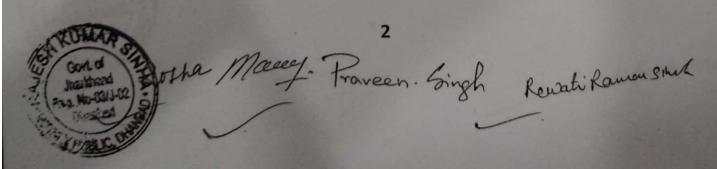
AND

 Sri .Praveen Kumar Singh, S/O –Rajendra Prasad Singh by Faith Hindu by occupation Bussiness Resident Of CMRI COOPRETIVE Colony, Vigyan Vihar, Near AIR Strip, Barwadda, Dhanbad, PS- Barwadda, Distt - Dhanbad in the state of Jharkhand hereinafter called "Third Party " of the Third part.

AND

4. Sri . Rewati Raman Singh, S/O –Sri. Nagendra Prasad Singh,by Faith Hindu by occupation Bussiness Resident Of Veer Kunwar Singh Nagar , Near C.P.W.D Office Dhanbad , PS-Saraidhela, Distt - Dhanbad in the state of Jharkhand hereinafter called "Fourth Party" of the Fourth part.

WHEREAS Parties hereto First part, and Second Part, and Third Part, and Fourth Part Mentioned above have been carrying on business in partnership in the name of Kalyani Construction & Developer From the day of 06 November 2020 under and by virtue of the deed of partnership dated the 06 Day of November 2020 entered into between them.



The expression "First Party, and Second Party, and third Part, and Fourth Part" shall unless exclude their repugnant to the contacts be deemed to include their respective heirs, successors, executors, administrators and representatives and assigns and whereas the parties here to deem it necessary to reduce to writing and terms and conditions as agreed upon by them so as to avoid disputed or misunderstanding in future amongst them or their heirs and successors.

Whereas the parties hereto- if deem necessary may in writing change the terms and condition as agreed upon by them, so, as to avoid disputed or misunderstanding in future amongst them.

Now, these indenture witness and the parties hereto hereby bind themselves as hereunder:

- 1. That the name and style of the partnership firm shall be Kalyani Construction & Developer. With the parties hereto as partners thereof and the Office of the Firm Shall be Located at M.S. Tower, Shop no 4, Near Big Bazar, Saraidhela, PS Saraidhela in Distt Dhanbad in the state of Jharkhand that this partnership shall be deemed to have commenced on and from 06 day of November 2020 and duration of partners shall be at will.
- Hat any branch or branches may be opened at any palces under such name or names as the parties here to may agree upon from time to time.
- 3. That the business to the partnership shall be to carry on any type of Civil Construction Supply of Building Materials, Developer and design works and any such other business or business as can conveniently and advantageously by carried on as may from time to time be determined by the mutual consent of the parties hereto.
- 4. That the capital required for the partnership business shall be contributed by each the parties as per the requirements of the business,
- 5. That the profit and losses of the partnership firm after deducting all the expenses relation to the business of the firm as well as remuneration payable to partners in accordance with the deed of the partnership shall be shared amongst the partners and be borne by the parties as under:

1.	Sri . Ravindra Kumar Ojha	25%
	- 1 - 2 1 1/2	25%
3.	V Cingh	25%
1	Sri . Rewati Raman Singh	25%

That the parties hereto shall have the capacity of drawing money from the business a such proportion as may be agreed upon by them.

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- 7. That the Bank account of the partnership Firm shall be with such Bank or Banks as the partners may from time to time agree upon the same shall be operated with Joint Signature of part one and part two. These accounts shall always be operated for and on behalf of the firm as partners.
- 8. That the assest of the firm can be purchased or sold out only after mutual consent of the partners .
- That the any party to this partnership deed shall not claim any individual right, title or interest over the assests including goodwill of the partnership firm.
- 10. That the Manager / Director as well as any other employee of the partnership firm shall be recruited by all the partners mutually .
- 11. That the accounts of this partnership firm shall be properly maintained and shall be kept at the place of business in the safe custody of the partners and each partner shall have free access over them.
- 12. That the accounting year of this partnership shall be financial year i.e. year ending on 31^{st} March of each year.
- 13. That the accounts of the partnership shall be made up and adjust up to 31st March of every year or on such other dates as and when the partners so decide and the first closing of the accounts of the firm shall be on the 31st March.
- 14. That all the above parties hereto shall be active working partners. And shall be managing the day-to-day business affairs of the firm and are entitled to take Commission in Following manner.

Book Profit % of Commission
First Rs. 300000 90%
On Balance of book profit 60%

- 15. That for the purpose of above calculation, Book profit shall be computed as defined in the explanation 3 of section 49(b) of the Income Tax Act. 1961 or any other applicable provision as may be enforced for the Income Tax Assessment of the n Partnership Firm for the relevant accounting period.
- 16. That partners shall be entitled to introduce reduce/alter the remuneration/salary or may not charge any remuneration/salary in the case of inadequaçy of book profit. The partners hereto may also agree to revise the mode of calculating the above said commission by mutual consent from time to time.
- 17. That the partner shall punctually pay and discharge their separate debts, liabilities and commitments shall keep the Partnership[effectually indemnified against the same, similarly the partners shall also be indemnified for the work done by them on behalf of the partnership in the usual course of the business and good faith.
- 18. That the partnership business of the firm shall be managed and conducted jointly by the parties here to with joint responsibility.
- 19. That each of the parties hereto shall have full authority to represent and act on behalf of the partnership Firm before arbitrators, courts revenue office, income tax office, sales tax office and any government, semi-government and private office firm company, association, institution department and organization etc.

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- 20. That all the partners are authorized to take loan / bank guarantee from bank and other institution / organization govt. and other person for or on behalf of firm with mutual consent.
- 21. That the number of the partners may be increased / decreased in such terms conditions as mutually agreed upon by all the partners in writing.
- 22. That in the case of any dispute or difference arising out of the said partnership business, such dispute and differences shall be decided by the arbitrators appointed by the said partners on their mutual consent and the decision or the arbitrators shall be final and binding upon them.
- 23. That on mutual consent the partners aforesaid may dissolve there said partnership business at any material time if they wish or desires to do so due to their unavoidable reasons and circumstances and unwillingness to continue the same.
- 24. In case of ceasure of the partnership or any party in case of death, Retirement or otherwise his pending dues is to be paid to him or to his representative or legal heirs within one month from the date of such ceasure. If the case fund of the firm is not sufficient to meet such dues within the above said period the same has to be paid within six months from the date of such ceasure along with the prevailing rate of bank interest for the period after on month.
- 25. That any of the partners may retire from the partnership business and in that case he shall have to give at least one month's notice to other other of his intentioned to do so and in that case the partnership shall not be dissolved. if two or more partners remains and the continuing partners shall be entitled to the goodwill of the partnership business and the retiring partner(s) shall be paid the amount standing of his credit on the date of retirement including his share of proof till the said date.
- 26. That no new partner can be taken in the firm in addition to the existing partners without the consent of all the partners.
- 27. That any new terms or conditions may be added altered or amended at any time to this deed of the partnership with the mutual consent of all the partners.
- 28. That all the matters, for which no provisions are made in this, shall be decided by mutual consent of the entire partners.
- 29. If the conduct of any partners is proved to be against the interest of the partnership firm or of any other partner, such partner by whose misconduct, the interest of the partnership firm or of any other partner, such partner by whose misconduct, the interest of other partners are affected shall be liable to make good the loss suffered by such other partner.
- 30. That all the partnership moneys and securities for money shall as and when received and be paid and deposited into the credit of partnership account.

1. That provision of partnership act 1932, as are applicable shall govern the right and liabilities of the parties hereto so far as they are not inconsistent with the term and padition as contained herein above.

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Roma Mary Praveen. Singh

Rewat - Romen Siluh

In witness where of the parties hereto put their respective signature on this day, month and year First above written.

Witness:-

1.

2.

Rosla

Ravindra Kumar Ojha

Praveen Kumar Singh

Rowati Rama Silyh Rewati Raman Singh

Identificaby

(on of Jahr)

DHANBAD

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

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