



झारखण्ड JHARKHAND

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DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP Executed on this 11th day of October 2017.

BY AND AMONGST

- Sri Shyam Sundar Dokania S/o Late Raghubir Prasad Dokania by faith hindu, by occupation Business, resident of Katras Road, Matkuria, Dhanbad, hereinafter referred to as the First Party;
- Sri Dipesh Rawal S/o Ravishankar Rawal by faith Hindu, by occupation Business resident of Mangalam Complex, Vikash Nagar, Katras Road, Dhanbad, hereinafter referred to as the Second Party;
- Sri Sunny Rawal S/o Dipesh Rawal by faith Hindu, by occupation Business resident of Mangalam Complex, Vikash Nagar, Katras Road, Dhanbad, hereinafter referred to as the Third Party.

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क्रीप्रकार प्रदाधिकारी धनवाद

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WHEREAS:

- A. The all the parties have agreed on mutual consent decided to enter into the business under the name and style of "GOLD PILLAR" having its head office at Charubala Enclave, Near Gujarati School, Dhanbad, P.O. & Dist Dhanbad.
- B. That to avoid future dispute(s), it is considered proper that a regular drawn up deed be executed incorporating therein the terms and conditions of the partnership having settled and agreed amongst the parties herein above.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE FIRST, SECOND & THIRD PARTY AS UNDER:

- That the firm has commenced business w.e.f. 11/10/2017.
- That the firm shall be named and styled as "GOLD PILLAR" with head office at Charubala Enclave, Near Gujarati School, Dhanbad P.O. & Dist Dhanbad.
- 3. The activities of the business of the firm shall consist as under :-
 - To carry on construction business, such as construction of building, houses, flats and dispose of or maintain the same or any other type of constructions.
 - b) To deal in land & property such as to acquire by purchase, lease, sub-lease, exchange, hire or to give on rental basis land, building or office, shops etc and all other jobs related to it.
 - To engage itself in any other business as may be mutually agreed upon among the partners hereto.

That the firm can open branch or branches at any other place or places if the parties to this deed so decide mutually.

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That the share of partners in the profit and losses of the firm shall be as under:-

Party	Share of Profit (in %)
First Party:-	
Sri Shyam Sundar Dokania	50.00
Second Party:-	
Sri Dipesh Rawal	25.00
Third Party:-	
Sri Sunny Rawal	25.00

- That the bank account will be opened in the name of the firm in any bank and the same shall be operated jointly by the First Party and any one amongst second or third party.
- 7. The necessary capital as well as further funds required for the purpose of the partnership business shall be contributed or arranged by the Partners in their respective profit sharing ratio only. Interest at the rate of 9% per annum or such rates as may be prescribed by section 40(b) of the Income Tax Act, 1961 or any amendment thereof which may be in force in the relevant financial year shall be payable to the partners on the amount standing to the credit of account of the partner. Such interest shall be calculated and credited to the account of each partner at the close of the accounting year. Further, the interest on capital of all partners may be revised by mutual consent of all the partners at any time.
- That Sri Dipesh Rawal and Sri Sunny Rawal will be working partner and will be paid remuneration @ 12000/- per month for the services rendered to the partnership business. Interest on capital and salary to working partners will be payable after commencement of business.

That the accounting year of the firm shall end on 31st March and at the end of such accounting year i.e. on 31st March of every year, the profit and loss account and balance sheet shall be prepared and the respective Partner's capital accounts will be credited or debited by the resultant profit or loss, as the case may be.

10. That any party shall not be entitled to transfer sell or assign his interest for share of this partnership without the written consent of the remaining partners.

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- 11. That the partner shall work honestly and in the best interest of the firm and shall see that high reputation of the same shall be maintained.
- 12. That the partners shall enjoy equal rights as partners of the firm except otherwise mentioned elsewhere in this deed and shall be entitled to have access to the account books, securities and vouchers concerning the firm at all reasonable times.
- 13. That in case any of the partner desire to retire from the partnership he shall have to give at least one months' notice in writing of his intension to do so. On receipt of such notice his accounts shall be prepared to the date he ceases to be a partner and any amount found due to or due from the retiring partner shall be paid off or recovered from the said partner as the circumstances then and there permits.
- 14. That none of the partner shall be entitled to share any "GOOD WILL" of the firm on his retirement or in case of death.
- 15. That in case of death (God Forbid) of any of the partner, the firm shall not be automatically dissolved but shall continue the functioning by the surviving partners and any of legal heir of deceased partner. The accounts of the deceased partner shall be prepared upto the date of his death and any amount found due to or recovered from the deceased partner shall be paid up or recovered as the circumstances then and there permit.
- 16. That, if in the best interest of the firm, admission of new partner or partners be deemed advisable, the partners hereto reserves their right by mutual agreement in writing to admit one or more partner or partners into the firm on such terms and conditions as may then be agreed upon mutually by and between the partners hereto and the Incoming Partner or Partners.
 - 7. That without the express consent in writing of the other partners, no partner shall sell, mortgage or otherwise transfer or encumber his interest in the firm to any other party.
- 18. That no partner can do the following act without the written permission of the other partners:
 - a) Submit a dispute relating to the business of the firm to arbitration;
 - b) Compromise or relinquish any claim or portion of the firm;
 - Withdraw a suit or proceeding filed on behalf of the firm;
 - d) Admit any liability in a suit or proceeding against the firm;

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- e) Acquire immovable property on behalf of the firm;
- f) Enter into partnership on behalf of the firm;
- g) Sale of assets of the firm.
- 19. That no partner in case of dispute amongst them be entitled to lock up the business premises or close the business or freeze the banking account of the firm, all disputes among the partners forthwith be referred to arbitration as per Indian Arbitration Act.
- 20. That this partnership shall be at "WILL" and "SHALL" for all purpose to be governed by the Partnership Act, 1932 as amended up to date.
- 21. That the parties hereto shall be at liberty to change, modify or alter any of the terms, conditions and covenants on mutual consent of all the partners
- That each partner shall indemnify the firm for any loss caused by his fraud in the conduct of the business of the firm.

In witness whereof the parties here to put their respective signatures on the date first above written.

Witnesses:

1. Manage Parties

2. Sri Dipesh Rawal

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2. Sri Dipesh Rawal

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3. Sri Sunny Rawal

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Uls 227 (I) (C) of the Cr. P. C. 1973

Act of 11 of 1974 & uls (B) (I)

Act of 53 of 1952

Page 15. Signature:

1. Sri Shyam Sundar Dokania

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Uls 227 (I) (C) of the Cr. P. C. 1973

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2. Sri Dipesh Rawal

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