



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 39557c78213b1f107344

Receipt Date : 11-Dec-2020 04:31:32 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : BARUN SHAH

Purpose of stamp duty paid : AGREEMENT

First Party Name : RAJESH KUMAR SINGH

Second Party Name : BARUN SHAH

GRN Number : 2003181046

Ram Prasad Mahato
NOTARY
DHANBAD

No. & Date 23 FEB 2021

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

Barun Shah
SAMVRIDDHI CONSTRUCTIONS LLP

Rajesh Kumar Singh
SAMVRIDDHI CONSTRUCTIONS LLP



This Receipt is to be used as proof of payment of stamp duty only for the 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

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Rajesh Kumar Singh



MEMORANDUM OF UNDERSTANDING

THIS Agreement made at Dhanbad on this **11th Day of December 2020.**

BETWEEN

M/s Samvridhhi Constructions LLP, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008, having its Registered Office at H No. 109RI, JC Mallick Road, Hirapur, Dhanbad, Jharkhand - 826001., represented by its Designated Partner, **Mr. Rajesh Kumar Singh** S/o Sri Gauri Shankar Singh, R/o Preet Vihar Colony, JC Mallick Road, Hirapur, Dhanbad, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as **Party of the PARTNER of the First Part.**

AND

Sri Barun Shah, S/o Sri Ram Bhajju. R/o Near Shiv Mandir, Kalimela, Jamadoba, Dhanbad, Jharkhand which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter referred to as **Party of the PARTNER of the Second Part.**

(Each of the above expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns.)

WHEREAS the First Party is engaged in construction business in the city of Dhanbad since years, in name and style of "**Samvridhhi Constructions LLP**"

Whereas, the First Party is currently working on a Residential Project named **SRI KANHA GARDEN** and the project is in its construction stage with initial investment made by the Firm and its Continuing Partners.

Whereas, both the parties are desirous to work together in the aforesaid project with common interest of earning profit and thus it is found necessary to draft this agreement stating the agreed terms and conditions which has been precisely described underneath.

Barun Shah.



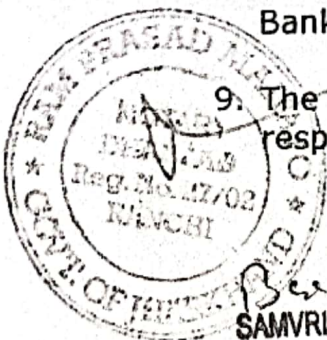
Rajesh Kumar Singh
SAMVRIDDHI CONSTRUCTIONS LLP

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Rajesh Kumar Singh
Partner

Both the Parties have mutually agreed to carry on the business with a view to share the profits/losses on the following terms

1. **Name:** The Project shall be carried out in the name and style stated above
2. **Place of Construction:** The project is being constructed at the place and address described above and as per the norms and conditions of the law for the time being in force.
3. **Duration:** The Agreement has been entered into exclusively for construction of the said project. This Agreement in no matter inhibits the Second Party as a Partner of the Firm and thus draws no legal rights other than share in the profit earned from the said project
4. **Contribution:**
 - a. Both the parties shall jointly bring in Capital for the construction in manner described herein
 - i. Rs. 20,00,000.00, (Rupees Twenty Lac) Only by First Party.
 - ii. Rs. 20,00,000.00, (Rupees Twenty Lac) Only by Second Party.
 - iii.
5. **Remuneration to Working Partner:** The Parties to this agreement shall have the liberty to decide remuneration for the working and managing partner of the project on terms and conditions that would be decided on mutual consent.
6. **Profits :** The net profits of the Firm shall be divided in the following proportions:
 - a. **To the said First Party - 67%**
 - b. **To the said Second Party - 33%**
7. **Losses:** The losses of the Firm including loss of capital, if any, shall be borne and paid by the partners in the following proportions:
 - a. **To the said First Party - 67%**
 - b. **To the said Second Party - 33%**
8. The Second Party would be eligible to inspect books and accounts of the said project, however, he would also eligible to handle the Banking of the Firm.
9. The Parties to this agreement would be bounded by their duties and responsibilities as described below:



Beenu Subh.
SAMVRIDDHI CONSTRUCTIONS LLP

Partner

Rajesh Kumar Singh
SAMVRIDDHI CONSTRUCTIONS LLP
Rajesh Kumar Singh

Partner

- a. The Parties to this agreement shall be devoted to the smooth running of the project.
- b. The Parties to this agreement shall not deal with outsiders and other third parties in individual capacity that later on is found detrimental to the interest of the project.

10. **Term of validity of Agreement:** The Agreement would continue to be in force unless and until the said project is being completed.

11. The Agreement can be terminated by any on the parties prior to the completion of the project on mutual consent only. The Party willing to terminate the agreement shall give a clear 3 month's advance notice to the other party with reason for his intention to do so.

12. **Arbitration:** In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Deed or the respective rights and liabilities of the parties hereto, or their enforcement there under, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration proceedings shall be conducted at Dhanbad in English language

IN WITNESS WHEREOF THIS DEED IS SIGNED BY THE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

Rajesh Kumar Singh

SAMVRIDDHI COSMETICS LLP
(First Party)

Partner

Beena Singh

SAMVRIDDHI COSMETICS LLP
(Second Party)

2.

Feb 23. 2021
**NOTARY:
DHANBAD**

Identifying Partner

Beena Singh
23/02/2021



Authorized
Under Sec 10 (1) of the Cr PC 1973
(Amended by Act No. 44 of 1974) & Sec 18 (1)
of the notaries Act 1952
No 63 of 1982

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Rajesh Kumar Singh