

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 6186cc5763bd7b79caac

Receipt Date: 06-Apr-2022 01:36:48 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type : Partnership

District Name: Dhanbad

Stamp Duty Paid By: JASRAJ CONSTRUCTIONS

Purpose of stamp duty paid: N A

First Party Name: JASRAJ CONSTRUCTIONS

Second Party Name : AS APPLICABLE

GRN Number: 2210710458

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

PARTNERSHIP DEED

This deed of partnership made this the 10th day of April, Two thousand Twenty



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

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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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Two at DHANBAD by and between CHANDRAKANT D. PARKERIA, aged about 85 years, son of Late DUNGARSHI S. THACKER, having AADHAR No.—3960-3992-1129, by faith Hindu by occupation Business, residing at Near S.S.L.N.T. College, Telephone Exchange Road, P.O. & P.S. DHANBAD —826001, Jharkhand hereinafter called and referred to as the <u>FIRST PARTY</u> of the first part,

RAJESH PARKERIA, aged about 52 years, son of CHANDRAKANT PARKERIA, having AADHAR No – 4696-2875-2490, by faith Hindu by occupation Business, residing at Telephone Exchange Road, Opposite S.S.L.N.T. Girls High School, P.O. & P.S. DHANBAD – 826001, Jharkhand hereinafter called and referred to as the <u>SECOND PARTY</u> of the second part,

DHRUV PARKERIA, aged about 46 years, son of CHANDRAKANT PARKERIA, having AADHAR NO. 9885-6948-1001, by faith Hindu by occupation Business, residing at 506, Somnath, Neelkanth Valley, 7th Rajawadi Road, Ghatkopar(E), MUMBAI-400077, Maharashtra hereinafter called and referred to as the <u>THIRD PARTY</u> of the third part,

AND NAYAN H. PARKERIA, aged about 30 years, son of HITEN PARKERIA, having AADHAR No – 7302-2746-0645, by faith Hindu by occupation Business, residing at Telephone Exchange Road, Near S.S.L.N.T. Girls High School, P.O & P.S. DHANBAD – 826001, Jharkhand hereinafter called and referred to as the FOURTH PARTY of the fourth part hereinafter jointly called and referred to as the PARTNERS" (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include their respective heirs, executors, administrators, representatives, attorneys and assigns):

WHEREAS the First, Second, Third and Fourth parties thereto agreed to carry their business in co - partnership under the name and style of "JASRAJ CONSTRUCTIONS" having its registered office at C/o CHANDRAKANT & CO., Katras More, JHARIA – 828111, Dist. DHANBAD, JHARKHAND on the terms and conditions mutually agreed amongst them; and

WHEREAS the Parties hereto have considered it necessary to incorporate the said terms and conditions in a formal document of Partnership Deed.

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NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AMONG THEMESELVES AS UNDER:-

- 1. That this deed of partnership shall be deemed to have taken effect on and from this the 10th day of April, Two thousand Twenty Two and shall be treated as a Partnership at will.
- That the name of the Firm shall be "JASRAJ CONSTRUCTIONS" having its registered office at C/o CHANDRAKANT & CO., Katras More, JHARIA 828111, Dist. DHANBAD, JHARKHAND and by mutual agreement the partners may, in future, change the location of Regd. Office.
- 4. That the Partnership is Partnership-At-Will and shall continue until determined by the Partners. A Partner may retire after giving one month's notice and paying off his liabilities, if any, to the firm.
- 5. That the nature of the Partnership business shall be at present of Developers, Builders, Colonizers, Promoters, Maintainers of residential, commercial buildings, colonies, Multiplexes, etc. whether belonging to Firm or joint developer agreement and otherwise, and consultants for real estate, immovable properties of all types, Contractor and Sub-Contractor etc., But, the partners shall always be at liberty to embark upon any other line of business or discontinue any line of business as may be mutually agreed amongst the partners from time to time.
- 6. That the all the party hereto are authorized to sign and enter into a Contract and Agreement on behalf of the firm either jointly or severally.

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7. That the share of the partners in Profit, or God forbid Losses, if any, shall be as under:

(1) CHANDRAKANT D. PARKERIA	 40%
(2) RAJESH PARKERIA	 20%
(4) DHRUV PARKERIA	 20%
(3) NAYAN H. PARKEIA	 20%

TOTAL 100%

8. The partners will contribute capital as and when required .The Capital contribution of Partners can be varied in future and need not be in profit sharing ratio.

- 9. That in the event of further capital is found necessary for carrying on business of the firm; the partners may jointly or through any of them borrow the same from their friends, financers, banks & financial institution at market rate of interest.
- 10. That the partners shall carry on the business of the firm to the greatest common advantage, be true and correct accounts and full information of all things affecting the firm or any of the partners.
- 11. That the partners acting jointly may open and close one or more Bank accounts in the name of the firm in any bank or banks and same can be operated JOINTLY by at least two Partners of which CHANDRAKANT D. PARKERIA along with any one of the other Partners.
- 12. That all the partners being working partner and actively engaged in conducting the affairs of the partnership Firm shall be paid a remuneration of Rs. 10,000/- (Rupees Ten thousand only) per month as Salary. That the partners, the Parties hereto, shall be entitled to increase or reduce the above monetary limit of salary and may mutually decide and agree to revise the mode of calculating the payment of Salary payable to them from time to time, but within the limit laid down U/s 40(b)(v) of the Income Tax Act, 1961.

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- That the interest shall be paid on the product of monthly closing balance of Capital to Partners as mutually decided by the parties hereto, out of the Book Profit. However, interest can also be paid on fixed capital which shall be transferred from Partner's Old Capital Account. Interest may also be paid on Opening Capital. That each of the partners shall be entitled to interest on capital at the rate of 12 % per annum, provided, however, in the event of the firm suffers loss or the profit available to the firm is insufficient, no interest shall be paid or interest shall be paid at such lower rates as may be agreed between the partners. The rate of interest shall be at such lower rates as may be mutually agreed and decided by the Parties hereto from time to time but shall not exceed maximum rate of 12% as prescribed and permissible U/s 40(b)(iv) of the Income Tax Act, 1961 as amended from time to time. The interest so paid shall be credited to the respective Capital Accounts of each Partner at the end of the year. No interest shall be charged on the debit balance of the Capital Account of the Partners. Interest can be withdrawn only when there is profit.
- 14. That the books of accounts and all other papers and documents relating to Partnership business shall always be kept at the principal place of business of the Partnership Firm, and each of the Partner or their duly authorized representatives shall have the free access to inspect and copy the same or a part thereof, preferably in business hours.
- 15. That the accounting year of the firm shall end on 31st March and at the end of each accounting year i.e. 31st March every year, the Profit and Loss Account and the Balance Sheet shall be prepared and the respective partner's capital account will be credited or debited by the resultant profit or loss as the case may be.
- 16. That the Parties may, till the adjustments of the accounts, draw from time to time reasonable amounts as personal drawings.
- 17. That each of the Parties shall be just and faithful to the other in all transactions relating to the Partnership business.

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- 18. That the without the express consent in writing of the other partner, no partner shall sell, mortgage or otherwise transfer or dispose of his share in the partnership to any outsider third party without offering the same at a fair and reasonable price at the first instance to his other partner.
- 19. That the partnership shall not stand dissolved by the reason of death, God forbid, of any partner in the firm. Upon his demise of any partner, his legal hairs, executors, administrators or representatives shall be deemed to have been admitted into the partnership in lieu of the deceased partner, and the partnership shall stand so reconstituted ipso facto.
- 20. That if in the best interest of the firm, admission of a new partner or partners be deemed advisable, the partners reserve 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 existing partners and the incoming partner or partners.
- 21. That no partner shall during the continuance of the partnership do any of the following except with the written consent of other partner:
 - a) apply the partnership fund in speculative transaction,
 - b) acknowledge a debt so as to extend the period of limitation against the firm.
 - c) compromise or refer to arbitration any suit or proceeding between the partnership firm and a third party,
 - d) admit liability against the firm,
 - e) charge the property and assets of the firm in any manner against the interest of the firm.
- 22. That every partner shall indemnify the firm for any loss caused by his fraud in the conduct of the business of the firm.
- 23. That the partners shall punctually and regularly pay their individual debts and indemnify the firm and keep it and assets of the firm harmless, protected and free from and against any legal proceeding, attachments etc. in respect of his individual debts and liability.

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- 24. That in case any partner desires to retire from the business of partnership, he shall give one month's notice in writing to the other partners of his intention to do so and if the remaining partners would like to continue the business of the firm, it would not be necessary to dissolve the firm, instead the retiring partner shall be paid of his share of profit in the business and property of the firm.
- 25. All disputes and differences in connection with the Partnership business or the instrument of Partnership, arising between the partners and/or their legal representatives at any time, shall be referred to the arbitration as per the provisions of Indian Arbitration Act.
- 26. That the Parties may by mutual consent, add to, alter, modify or vary, all or any of the terms of this agreement.
- 27. That to matters not provided for specifically hereinabove, the provisions of the Indian Partnership Act 1932, as amended from time to time, shall apply.

IN WITNESS WHEREOF THE PARTNERS, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS, WHILE IN THEIR SOUND HEALTH AND PERFECT MIND, OUT OF THEIR FREE WILL AND CONSENT, HAVING FULLY UNDERSTOOD THE CONTENTS HEREOF ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS

1. Prashantkivadaw

PRASHANT Kr YADAV

1. (CHANDRAKANT D. PARKERIA)

2. MAN ALTAND

DHAN BAD. & LOUI.

2. (RAJESH PARKERIA)

Paiesh Kymas Gryfe, 3. (DHRUV PARKERA)

VIKASH NA JAN ROAD JUYAN BAKULL

JAARKANI DHANDAJ 4. (NAYAN H. PARKERIA)

RAJES

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A. (NAYAN H. PARKERIA)