





Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

NOTARY Receipt Number: efb58531c5911d12e8DHANBAD

Receipt Date: 14-Jun-2022 04:09:21 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type : Partnership District Name: Dhanbad

Stamp Duty Paid By: ANUP KUMAR SINGH

Purpose of stamp duty paid : PARTNERSHIP

First Party Name: ANUP KUMAR SINGH

Second Party Name: SHIV SHAKTI AND RAJESH SHRIVASTAVA

GRN Number: 2211678359

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



used as proof of payment of stamp duty only for one document. The use of the proof of payment of stamp duty in another document through reprint, photo copy or offener under section-62 of Indian Stamp Act, 1899

विज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट दुसरे दस्तावेज पर मुद्राक शुल्क का भुगतानु के प्रमाण हेतु उपयोग भारतीय

1 6 MAY 7022

DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP DEED IS BEING MADE AND EXECUTED ON THIS THE 15TH JUNE 2022 BY & BETWEEN

- 1. Sri Anup Kumar Singh, S/o. Late Rana Pratap Singh, having PAN No. - ARTPS2289M by faith - Hindu, by occupation -Business, Residing at - New Colony, Jagjeevan Nagar, Saraidhela, District: Dhanbad, Jharkhand here-in-after called and referred to as the FIRST PARTY (Which expression shall unless excluded by or repugnant to the context by deemed to include his heirs, executors, successors, administrators legal representatives and assignees) of the FIRST PARTY.
- 2. Sri Shiv Shakti, S/o. Mr. Ranjeet Kumar Lala, having PAN No. FRCPS6452N, by faith - Hindu, by occupation - Business, Residing at - Lala Bhawan, Near Kharkari Station, Nawagarh, P.S.: Madhuban, District: Dhanbad, Jharkhand here-in-after called and referred to as the SECOND PARTY (Which expression shall unless excluded by or repugnant to the context be deemed mean and include his heirs, executors successors, administrators, legal representatives and assignees) of the SECOND PARTY.
- 3. Sri Rajesh Shrivastava, S/o. Late Kamini Kant Shrivastava, having PAN No. AFZPS8695F By Faith - Hindu, By Occupation -Business, Residing at - Jeevan Lok Complex, Hinoo, Doranda P.S.: Doranda, District: Ranchi, Jharkhand here-in-after called and referred to as the THIRD PARTY (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include heirs, executors his successors, administrators, legal representatives and assignees) of the THIRD PARTY.

AND

reas, the parties hereto thought it advisable to collectively a business for their betterment in future. So, they decided repare a deed of partnership by and between them for future

records embodying all terms & conditions.

JBMS Developers

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NOW THIS DEED OF PARTNERSHIP WITNESSTH AS UNDER:-

- 1. That, the partnership business shall be carried on under the name and style of M/s. JBMS Developers (here-in-after called the firm) having its office at Near Premsons Honda, Saraidhela, Kolakushma, Dhanbad (Jharkhand). However, if any change becomes necessary, if the parties into partnership agree with full consent, the place of business can be changed to any other place suited to their choice. The parties hereto shall always be at liberty to open branch office and other offices at such places as may be agreed upon between them from time to time.
- That, the partnership business will be effective from 15th 2. June 2022 and will continue as such.
- That, the nature of partnership business shall be of 3. undertaking Civil Construction or manufacturing works or any type of works or construction of residential & commercial apartments or act as Developer, Promoter or Builder, but any other works, Jobs or services can be done by the firm by mutual consent of all the partners.
- That, all the parties shall contribute capital in the firm's 4. business as per their resources.
- That, the profit or loss of the firm will be divided and 5. shared in between the partners as under :-16 MAY 2022

50%
25%
25%

That, in case of future necessity of fund, the partners may by mutual consent arrange for or take loans from outside, Banks or other financial Corporations on such terms and conditions as may be necessary, with full responsibility of the firm to repay the same without letting the business suffer.

That, all the partners shall be actively engaged in the firm's business and devote themselves for running day to day

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work. All the partners can sign letters, documents or any other matters and send or receive any paper on behalf of the firm.

That, all the partners will remain actively engaged in the 8. firm's business, hence they will be regarded as working partners and for providing continued vigor to the business and by that reckoning such partners deserve adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40 (b) of the I. T. Act, 1961 and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year.

For the purpose of this clause "Book Profit" means the net profit as shown in the profit and Loss Account for the relevant previous year, computed in the manner laid down in Chapter IV -D of the I. T. Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such amount has been deducted while computing the net profit.

However the remuneration payable to the working partners shall be limited to the profit in a case where the remuneration payable as per clause (C) exceeds profits.

- That the partners may draw interest on capital at the rate 9. not exceeding 12% per annum.
- That the partners will be allowed to draw salary or any other amount for expenses regularly or may leave them to be 10. accumulated with their capital. For special contingencies, partners can draw larger sum from his account with the consent of other partners.

That account or accounts of the firm shall be opened in any scheduled Bank in the name of the firm and be operated severally as may be agreed between the partners from time to 1 6 MAY 2022

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That, the all parties mutually decided to give authorization to first party and any one of either second or third party to do, execute and transact all such acts, deeds and things related to

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enter with the Contract or Agreements with any other party / parties, Govt. Department and Financial Institutions or Companies on behalf of the firm, execute the Sale, Lease or Rent agreement, Deals with all revenue department such as Court, Registry office, MADA, Nagar Nigam, Electric Department and Banks etc. Deals with the matter related to Sales Tax, Income Tax, GST, Service Tax, labor or related matters as may necessary, expedient or conductive to the efficient transaction and carrying on the business of the Firm.

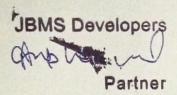
- 13. That the signing authority related to any type of Financial Work of M/s. JBMS Developers will be on the hand of first party and any one of either second or third party.
- That books of account of the firm shall be kept and 14. maintained to record all receipts and expenses either in cash system or mercantile system as may be convenient for the partners and shall be kept in the office of the firm. All the partners shall have free access to inspect and take copy, if needed, of the account preferably during office hours.
- That books of account of the firm shall be closed annually 15. at the end of the accounting year on 31st day of March. Profit and Loss account / income and expenditure account and Balance Sheet shall be prepared to reflect the true and correct picture of the business showing distribution of profit and loss to the partners in the above prescribed ratio.

That, no partners without the consent of other partners shall assign, mortgage or transfer in any manner whatsoever his 16. right, share or interest in the partnership business to any other person. No partners shall deal with capital asset without other partner's concurrence and the assets and properties of the firm shall in no liabilities of the partners.

That, the partners by mutual consent may introduce new partner / partners on such terms and conditions as may be agreed upon for betterment of the business of the firm. NOTARY DHANBAD

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- 18. That, a partner may retire from his firm by giving at least two months notice to the other partners. In case of retirement, the partnership will not be dissolved and will be continued by remaining partners. In case of retirement / death of any partner, his dues in the firm will be given to him or to his legal heir/s within three months from the date of the happenings.
- That the demise of any partner only one of legal heir shall 19. entered into the Partnership Firm with the capacity of his demise predecessor.
- That in case of dispute or differences of opinion between 20. the partners in connection with the firm's business, the same would be settled with the help of common arbitrators and their decision will be final and binding on all the partners.
- That matters not specially provided in these presents shall 21. be governed by the Indian Partnership Act then in force.

IN WITNESS WHEREOF ALL THE PARTNERS HERE IN THEIR SOUND HEALTH AND PERFECT STATE OF MIND AND AFTER FULLY UNDERSTANDING EVERYTHING SAID ABOVE HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGN THIS THE DAY. MONTH AND YEAR FIRST ABOVE MENTIONED. JBMS Developers

Witnesses

1) Shelchar lumar Agarwa Bale Mozo, Dhabad Therland

NOTARY

(Anup Kumar Singh) Sign of the First part JBMS Develo

(Shiv Shakti)

Partner

DHANBAD Sign of the Second party

IBMS Developers Zich Shali

(Rajesh Shrivastava)

Sign of the Third party

Authorised. u/s (0) (H) (e) of Notanias Act 1952 (Act No. 53 of 1652)

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