

**NOTARY
DHANBAD**



Before, The Notary Public : Dhanbad

Affidavit

I, KUMAR ABHISHEK S/o BINAY KUMAR SINGH D.O.B. 11-03-1988 BY FAITH Hindu, by occupation – Luby Circular Road , Manoram nagar, Dhanbad, Aadhar no. – 928541484245, Pan no. – AONPA7092P do hereby solemnly affirm on oath and declare as under :-

1. That, I will also produce P.A.N. NO. registration within three month .
2. That, the above statements made above area true and correct and no part of the statement is wrong any fact in this matter.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

Verification

Solemnly affirmed before me

The statements made above are true

By the deponent who is duly

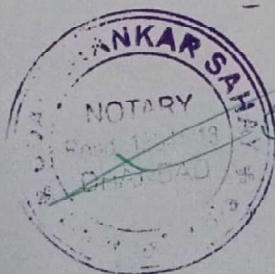
and correct to the best of my

Identified by sri. S.K. Sharma

knowledge and belief on date. 02/01/23

Advocate, Dhanbad

Kumar Abhishek
Deponent



**NOTARY
DHANBAD**

Authorized
U/S 297 (1) (C) of the Cr. PC 1973
Act. No. 11 of 1974 & u/s (8) (1)
Act No 53 of 1952

S.K. Sharma
02/01/23
S.K SHARMA
ADVOCATE
DHANBAD

04 02 JAN 2023

SL. NO. Date

NOTARY
DHANBAD



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 15b56a96e504fbe8ecd7

Receipt Date : 19-Sep-2022 12:39:25 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Partnership

District Name : Dhanbad

Stamp Duty Paid By : KUMAR ABHISHEK

Purpose of stamp duty paid : AGREEMENT OF PARTNERSHIP

First Party Name : PUSHPENDRA KUMAR DUBEY MIHIR
KUMAR MANDAL AND KUMAR ABHISHEK

Second Party Name : AS APPLICABLE

GRN Number : 2213556846

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

1) पुष्पेंद्र कुमार
2) अशोक कुमार मंडल
3) Kumar Abhishek



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 के अन्तर्गत दण्डनीय अपराध है।



Sl. No. Date: 22 DEC 2022

Sri Pushendra Kumar
AUEPM8987E
Kumar Abhishek

AGREEMENT OF PARTNERSHIP

Sri Pushendra Kumar Dubey, Pan Card- AFTPD3967R, Aadhar No- 6681 5232 0168, S/o- Late Uday Bhan Dubey, R/o- Devipara Telipara, Hirapur, Dhanbad, Jharkhand, Pin- 826001, Dhanbad (Jharkhand) hereinafter called and referred as the first party which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, assigns and legal representatives etc. of the first part;

Sri Mihir Kumar Mandal, Pan Card- AUEPM8987E, Aadhar No- 7453 8724 4884, S/o- Nitay Mandal, R/o- Near Kali Mandir Damodarpur, Dhanbad, Pin- 826004, Dhanbad (Jharkhand) hereinafter called and referred as the second party which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, assigns and legal representatives etc. of the second part;

Sri Kumar Abhishek, Pan Card- AONPA7092P, Aadhar No- 9285 4148 4245, S/o- Sri Binay Kumar Singh, R/o- Luby Circular Road, Manoram Nagar, Dhanbad, Jharkhand, Pin- 826001, Dhanbad (Jharkhand) hereinafter called and referred as the third party which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, assigns and legal representatives etc. of the third part;

WHEREAS, the parties hereto desire to commence and carry on reduce to writing the term and conditions under which they have agreed to carry on business in partnership and it is hereby mutually agreed between the parties that they shall carry on the business in partnership upon terms and conditions hereinafter contained.

- a) That the Partnership firm shall continue under the name and style of M/S MAA DURGA CONSTRUCTION AND DEVELOPERS having its office at GAYAN MUKHARJEE ROAD, HARI OM TOWER, HIRAPUR, Dhanbad, Jharkhand, Carrying on business to



30/03/2022
ABEZA ABU BAKER
Kumar Abhishek

- i. Construct multi - story residential apartments or multi - storey commercial apartments as well as in the business of land development and promoter.
 - ii. To advertise and sell the residential as well as commercial spaces in the project constructed by joint development firm with the first party, second party and third party being its only partners.
- b) The partners can also change the places of its offices and can also extend business in any other cities as and when deemed fit and if agreed upon by the partners in writing.
 - c) That the necessary capital required for the smooth and proper running of the partnership firm/business shall be contributed by both the parties and same will be reflected in the books of accounts of the partnership firm, duly signed by both the parties at the time of agreement.
 - d) That the partnership is a PARTNERSHIP AT WILL, and can be terminable at the opinion of any of the partners by giving three months' notice to the other or leaving such a notice at the principle place of the business. But formality of a notice may be waived if the firm is dissolved at any time with the mutual written acceptance or consent of all the parties. That, the capital of the partners shall as per their respective credit balance in the books of the firm. Initially what ever amount first party, second party and third party the partners have invested will be maintained in balance book or the bok of record of the company. They may arrange further capital according to their convenience. They may arrange/loans and advances from bank or any financial institution at reasonable rate of interest on such terms as may be decided by them jointly from time to time.
 - e) That, the partners shall carry on the business of the firm to the greatest common advantage be just and faithful to each other and render true



Pushendra Kumar
Mihir Kumar Mandal
Kumar Abhishek

and accurate accounts and full information of all things effecting the firm to each other.

- f) That, the financial year i.e. 1st April to 31st march shall be accounting year of the firm.
- g) That, at the end of each accounting year on the 31st march each year, the account shall be adjusted and closed and the profit and loss determined after providing for all outgoing expenses and such net profit or loss of the firm shall be divided between the in the parties/partners in the following proportion:-
1. 1st party (**Sri Pushendra Kumar**) - 33.333 %
 2. 2nd party(**Sri Mihir Kumar Mandal**) -- 33.333 %
 3. 3rd party (**Sri Kumar Abhishek**)-- 33.333 %
- Total= 100%
- h) That , the book of accounts as considered necessary by the partners will be regularly maintained and kept at the place or places of business which will be open to inspection by the partners or through their written authorized representatives during business hours. Each partner or his authorized representative shall be entitled to take copies of extracts from the account books but no partners shall remove the account books from business place or places without the consent of the other partners in writing.
- i) That each partner according to his convenience will carry on the business of the firm on behalf of all the partners to the best advantage of the partnership.
- j) That , the partners shall be allowed to draw a reasonable amount as may be mutually agreed for depending upon profit and investment of the firm, meeting their personal expenses on joint consent in written.
- k) That the parties hereto may open and operate bank accounts in any banks in the name of the firm and draw endorse and negotiate cheques bill of exchange and other negotiable instruments in the name of the



Yashraj
Mihir Kumar Mandal
Kumar Abhishek

firm and also to give valid discharge on payments received on behalf of the firm and deposit the same total amount in the joint account of the firm, Such bank accounts shall be operated jointly by the first party Puspendra Kumar Dubey, second party Mihir Kumar Mandal and third party Kumar Abhishek.

- l) It is also agreed between the three parties that the details of the joint bank account to be operated in the name of partnership firm to be mentioned in this agreement and signed by first party, second party and third party.
- m) That, each partner shall promptly and punctually pay his private and separate debts and shall always keep free from all charges the other partners and the assets of this partnership against the same.
- n) That, none of partner in the case of any dispute between them, shall be entitled to lock up the business premises godown, office, showrooms, depot of the partnership and shall not be entitled to close the business or freeze the bank accounts of the partnership. In case any of the partners does so, he shall be liable and responsible for his activities. In case any partner retires from the partnership, he shall have no claim on goodwill of the firm.
- o) That, each partner shall indemnify the firm for any loss caused by his acts or fraud in the context of the business of firm.
- p) That the account will be maintained and the books of account will be kept at the office and not allow the other person apart from the partners to inspect the same and to take the abstract of the same at any office time.
- q) That none of the partners will be entitled to remove any of the staff or remove the same without any mutual decision between the partners and none of the staff shall be recruited without the consent of the partners.



27/11/2020
ABE 28/11/2020
Kumar Abhishek

- r) That, no partner will, during the continuance of the partnership do any of the following acts, except with written consent of the other partners:
- A) Apply the partnership funds in speculative transactions.
 - B) Acknowledge any debts so as to extend the period of limitation against the firm.
 - C) Admit a liability against the firm,
 - D) Compromise or refer to arbitration any suit or proceeding between the partnership firm and a fourth person.
 - E) Assign or mortgage or transfer his/her share in the partnership firm.
- s) That the partnership is a partnership at will and it shall not be dissolved on the death of any partners in the firm. Upon the death of any of the partners his legal heir or heirs, executors, administrators or representatives will be deemed to have been admitted into partnership in place of deceased partner and the partnership shall stand so reconstituted ipso- facto.
- t) If project may be required money if any type of interest example Bank and Market they should given by project the total money liability to pay by firm there mutual understanding by First, Second and Third Partners may be project run smoothly.

notice shall have to take out his interest from the partnership and retire without demanding any dissolution of the partnership firm that is to say that if a partner is no longer willing to continue to be a partner in partnership firm, he will always be at liberty to retire from the partnership by giving three months prior notice to the other partners and the remaining partners in such event shall always be at liberty to pay back the amount of capital standing to his credit on such date of retirement and to continue the business of the partnership with full advantage of the goodwill of the partnership firm and its name and style The formality of a notice may be waived on mutual consent of the parties



get 20/11/15
AET 20/11/15
Kuroon Ashok

- u) That, if any interest of the firm, admission of 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 term and conditions as may then be agreed upon mutually by the parties hereto. Further, on the admission of new partner or partners, all the existing partners shall sacrifice proportionately to the sharing profit or losses of the new partner or partners.

- v) That , the partners shall punctually and regularly pay their individual debt and indemnify the firm and keep it and the assets of the firm protected and free

from any legal preceding attachments etc. In respect of the individual debts of the partners.

w) That , the partners hereto shall always be at liberty to change, alter and modify and of the terms, condition and covenants of his partnership by mutual consent in writing shall be deemed part and parcel of DEED.

1. That , all the dispute arising in the conduct of the partnership business of the firm in between the partners and originating either in the construction or interpretation of the term of his partnership deed or otherwise during the subsistence of this partnership deed or thereafter shall be settled by reference to the arbitration and each of the parties hereto shall appoint or nominate one arbitrator and such reference will be governed by the provision of the INDIAN ARBITRATION ACT, 1940 and the award given by the arbitrators shall be final and binding on all parties and the same conducted at the jurisdiction of Dhanbad.

2. That the parties will get the partnership registered at the proper registration office immediately after the settlement of their business.

3. That the term, which is not specifically, shall be governed according to the Indian Partnership Act 1932.



4. Here is the details of the piece and parcel of the land on which the partnership firm intends to construct the multi store apartment and upon which first party, second party and third party the partners decided to enter into agreement/deed.
5. All that piece and parcel of the of mouza Hirapur, , mouza no 7, khata no.80, plot no 2642 and 2643, area - 16 Decimal, Thana Dhanbad Dist. Dhanbad, state Jharkhand. Deed of Sri Puspendra Kumar Dubey, Sri Mihir Kumar Mandal and Sri Kumar Abhishek has been equal share in 16 Decimal. Going to project start apartment in equal share.
6. The Xerox copies of the sale deed no:- 4897, dated:- 06.08.2022, Dhanbad registry office of the above mentioned land is to be attached with this deed of partnership

IN WITNESS WHERE OF THE PARTIES hereto do herein to set and subscribe their respective hands, seal and signature on the day, month and year first above written.

WITNESS

1

1 Signature of First Party

(Sri Puspendra Kumar Dubey)

[Handwritten Signature]

2

2 Signature of Second Party

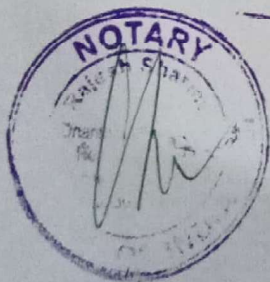
(Sri Mihir Kumar Mandal)

[Handwritten Signature]

3

3. Singnature of Third Party

[Handwritten Signature]
(Sri Kumar Abhishek)



**NOTARY
DHANBAD**

Authorised
u/s 287 (1) (C) of the Cr. P.C. 1973
Act No. 11 of 1947 & u/s (B) (1)
Act No 53 of 1952

[Handwritten Signature]
22/12/2022