





# **Government of Jharkhand**

# Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: ddcc35f58f3bb457dd56

Receipt Date: 03-Jun-2022 12:08:05 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: Ujjwal Singh Rathour

Purpose of stamp duty paid: Partnership Deed

First Party Name: Ujjwal Singh Rathour

Second Party Name: Ritesh Kumar Sharma

GRN Number: 2211508969

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



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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 दस्तावेन प्रमानिशास्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी स्मान के दूसरे दस्ति प्रमाण एक मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 मुद्रांगत दण्डनीय अपरोहें

No.5056/J/Patna

1 JUN 2022

# DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 03rd day of June 2022 BETWEEN:

(1) <u>UJJWAL SINGH RATHOUR</u>, Son of Balmukund Singh, by faith Hindu, by occupation - Business, R/o - Flat no- 4A, 4<sup>th</sup> Floor, Vindhyavasani Complex, Hatma, Kanke Road, Morabadi, Dist: Ranchi, 834008 (Jharkhand) having <u>PAN- AFAPR5239M</u>, <u>D.O.B.-21.12.1982</u>, and <u>Andhaar No. 3342-5758-3530</u> hereinafter called the FIRST <u>PARTY</u>.

AND

(2) <u>RITESH KUMAR SHARMA</u>, Son of Ram Niwas Sharma, by faith Hindu, by occupation - Business, R/o - Q no- 2/67, New Colony, Near Hanuman Mandir, Jagjiwan Nagar, Dist: Dhanbad, 826003 (Jharkhand) having <u>PAN- CEKPS4742B</u>, <u>D.O.B - 15.03.1988</u>, and <u>Aadhaar No- 9930-7855-6967</u> herereinafter called <u>SECOND PARTY</u>.

## **AND**

(3) CHOUDHARY ALOK KUMAR VERMA, Son of Choudhary Arun Kumar Verma, by faith Hindu, by occupation - Business, R/o - Near Coalfield Academey, H No- 48, Loharkulhi, Saraidhela, Dist: Dhanbad, 828127 (Jharkhand) having PAN-AVEPV7393E, D.O.B - 01.03.1984, and Aadhaar No- 3937-1687-4501 herereinafter called THIRD PARTY.

WHEREAS the above parties have decided to carry on a business under the name and style of M/S MAA KALI DEVELOPERS with its principal place of business at, Maa Kali Tower, Near Kali Sthan, Sabalpur, P.O. – HANDAR. G. Ashram, Dhanbad, 828109 (Jharkhand) with effect from the 03rd day of June 2022.

WHEREAS the parties deem it proper to reduce all the terms and condition on which they have agreed to work in partnership with effect from of June 2022 to writing by means of **DEED OF PARTNERSHIP**.

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- i) It is agreed that all the parties—shall act as working partners
  who shall engage themselves actively in conducting the affairs of
  the partnership business.
  - ii) While the partners are conscious of the fact that dedicated effort and attention to the business by the working partners is crucial and foremost for providing continued vigor to the business 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 as amended from time to time 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.
  - iii) The remuneration payable to 1st, party and Second party as working partners shall be in proportion of <u>EQUAL</u>, respectively of the following amounts:
    - (i) On the first Rs. 3,00,000 of Rs. 1,50,000 or at the rate the book profit of 90 % of the book profit whichever is more
      - (ii) On the Balance at the rate of 60 %

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 payable to all the partners of the firm of such amount has been deducted while computing 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.

Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each partner will be calculated and paid or credited to his account only once on ascertainment of book profit after the close of financial year except earlier in the event of the retirement / death of a partner or change in the constitution or dissolution of partnership. The partners shall however have the

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NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree as follows: -

- 1) That the FIRM NAME shall be M/S MAA KALI DEVELOPERS and its principal place of business shall be at Maa Kali Tower, Near Kali Sthan, Sabalpur, P.O. K. G. Ashram, Dhanbad, 828109 (Jharkhand) or at such other place as shall be found more convenient and agree upon between the partners. The branch offices shall be opened as may be decided by the partners time to time.
- That the partnership shall be deemed to have COMMENCED on and from 03<sup>rd</sup> day of June 2022.
- That the business of the partnership will ordinarily be that of Building Construction, Civil work, Real Estate etc. thereof. but the partners shall have the option to embark upon any new line of business and open and close branches and all the terms and conditions of the partnership shall apply to them.
- 4) That the partnership shall be AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership, he shall give at least two calendar month notice in writing to this effect to other partner. In case of death of one of the partner, other partner will be entitled to continue and carry on the business of the said firm and the heirs or legal representatives of the deceased partner may become partner on the same terms and conditions as were applicable to the deceased partner unless otherwise agreed.
- 5) That the parties hereto shall participate in the PROFITS AND LOSSES of the partnership as ascertained from year to year as follows:
  Percentage

1)	FIRST PARTY	33.34 %
2)	SECOND PARTY	33.33 %
3)	THIRD PARTY	33.33%

That the parties hereto shall contribute such sums of money towards the capital of the partnership as may be mutually agreed upon and such contribution shall carry interest @ 12 % per annum, unless otherwise mutually decided by the parties hereto.

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option to make interim withdrawals towards interest and / or remuneration as the case may be, at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted against the final figure determined on finalization of accounts after the close of the account period.

- 8) That All the matters related to GST, and other License, and any other legal matters, all Bank operation, shall be executed by party of the first part or by any other partner as mutually agreed there upon.
- That in relation to purchases and /or sales of finished products, Raw 9) materials, Consumable Stores etc. shall be done by the party of the first part for and on behalf of the firm or by any other partner as mutually agreed there upon.
- That any additions /deletion /amendment /modifications in the clauses 10) of this deed of partnership may be made by the consent of all the concerned partners by resolving the required changes as aforesaid and the changes so resolved shall be part and parcel of this partnership deed.
- the payment of interest, expenses relating to the 11) remuneration etc. paid or credited to the partners shall be debited to account of the firm and taken in to consideration in profit and loss arriving at the net divisible profit or loss amongst the partners.
- That if necessary the partners may by mutual consent and 12) on such terms and conditions as they shall decide upon, take in any new partners in the said firm.

That the partners shall be JUST AND FAITHFUL to each other in all matters and transactions relating to the said partnership firm.

That no partner shall without the written consent of other partners: -

acknowledge a debt so as to extend the period of limitation against the firm.

employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm;

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- (c) except in ordinary course of business, give any security or promise for payment of money on account of the firm; and
- Assign, charge, transfer, mortgage or otherwise alienate his / her (d) share in the firm.
- That each of the partners shall be jointly and / or severally entitled: -15)
  - to open and operate account (s) with any Bank (s) and to secure (a) and arrange overdrafts from any Bank (s) against security of goods and stock-in-trade or otherwise on such terms and conditions as he / they may think fit and to sign all papers and documents in connection therewith;
  - to borrow money and raise loans from any person, state or (b) Central Government, financial corporation or any other public or private body.
  - to sign, draw, accept, negotiate, pay, satisfy or receive any (c) bills of exchange, hundies, promissory notes, cheques, orders for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business;
  - to ask, demand, sue for recovery and receive whether in cash, (d) cheque or any other mode from any Government department, private establishment or Local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same;

to apply for all kinds of licenses and to secure them and also to apply for quota rights and for the purpose to appear before the authorities appointed for the same and to sign all papers in this connection;

to submit tenders before the Government department (s) and to accept orders there from and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith:

firm before Commercial Tax,

to appear and represent (g) the Income Tax, Service Tax, Customs and Excise authorities

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whether original or appellate and also to appear in any courts, Tribunal or Tribunals or any other Government Department in connection with any suit or proceedings whether civil or criminal in which the firm is interested and to sign all papers, forms, documents, applications, applications, bonds, returns etc. in connection with the said matter:

- to sign, execute and enter into all sorts of contracts, (h) engagements and agreements pertaining to the business of the firm with any Government body, private establishment or local authority;
- to submit any dispute relating to the business of the firm to (i) arbitration
- to compromise or settle any debt to the partnership and to grant (j) discharge thereof; and
- to act on behalf of the firm generally. (k)
- property of the said That the stock - in - trade, capital and 16) in no way be shall partner Partnership as well as of liable for personal debt of other partner (s).
- That the partners shall maintain regular books of accounts 17) and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the partnership and the said books of accounts, all receipts, papers and writings shall be kept all the office of the partnership firm and every partner or his / her agent shall have free access at all reasonable times to read, inspect, examine and copy the same.

EOUAL RIGHTS in the shall have partners That the control and management of the said partnership business.

That at the end of each financial year the books of accounts shall be closed and profit and loss account snan or distributed amongst the ascertained for the year, shall be credited to or distributed amongst the his inbefore. In case of loss they shall bear the same according to their respective shares.

> regarding difference disputes and the partnership That all which may arise during the continuance of the partnership business or

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thereafter between the partners or their respective representatives or heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest of the partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by ARBITRATORS one to be appointed by each of the parties hereto and the decision taken by majority of such arbitrators shall be final and binding on all the parties hereto and their respective representatives / heirs.

21) That all or any of the terms and conditions of this Deed may be MODIFIED, ALTERED OR VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED PARTIES	(First Party)
IN THE PRESENCE OF:-	Dethous
1)	(Ujjwal Singh Rathour)
	(Second Party)
	D.Kunn
2)	(Ritesh Kumar Sharma)

(Third Party)

(Kr. V.)

(Choudhary Alok Kumar Verma)

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Authorised
u/s 8 (!) (e) of Motaries
1952 (Act no 52 of 10c

SUBHASH PRASAD SINGH

E/NO- 252/2000 VIL COURT, DHANBAO, JHARKHAN



### Government of India Form GST REG-06

[See Rule 10(1)]

### Registration Certificate

Registration Number: 20ABUFM2372C1ZH

1.	Legal Name		MAA KALI DEVELOPERS				
2.	Trade Name, if any		MAA KALI DEVELOPERS				
3.	Additional trade names, if an	ıy	null				
4.	Constitution of Business		Partnership				
5.	Address of Principal Place of Business	Γ	SARAIDHELA, PLOT NO- 185, KHATA NO- 30, MOUZA NO- 12, MOUZA - KOLAKUSMA, Kola Kusma, Dhanbad, Dhanbad, Jharkhand, 828127				
6.	Date of Liability						
7.	Period of Validity		From	11/07/2022	То	Not Applicable	
8.	Type of Registration		Regular				
9	Particulars of Approving Au	Validity unknown thority signed was sooods and					
SERVICES TACHE WORK(4) Signature Date: 2022.07.1 12:45:36 IST							
Name Raju D		Raju Das	ıs				
Designation Suj		Superinte	perintendent				
Jurisdictional Office I		Dhanbad Urban					
9. Date	9. Date of issue of Certificate 1		07/2022				
Note: 7	The registration certificate is req	uired to be	e prominently d	lisplayed at all	places of business	in the State.	

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 11/07/2022 by the jurisdictional authority.



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20ABUFM2372C1ZH

Legal Name

MAA KALI DEVELOPERS

Trade Name, if any

MAA KALI DEVELOPERS

Additional trade names, if

nul

#### **Details of Additional Places of Business**

Total Number of Additional Places of Business in the State

(



**GSTIN** 

20ABUFM2372C1ZH

Legal Name

MAA KALI DEVELOPERS

Trade Name, if any

MAA KALI DEVELOPERS

Additional trade names, if null

#### Details of Managing / Authorized Partners

1

UJJWAL SINGH RATHOUR

Designation/Status

**PARTNER** 

Resident of State

Jharkhand

Name

Name

RITESH KUMAR SHARMA

Designation/Status

**PARTNER** 

Resident of State

Jharkhand

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CHOUDHARY ALOK KUMAR VERMA Name **PARTNER** Designation/Status

Resident of State

Jharkhand