

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 4fde99af01b67d2pNOTARY Receipt Date: 06-Sep-2023 06:09 MANBAD

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type : Partnership District Name : Dhanbad

Stamp Duty Paid By : S S BULLDER AND DEVELOPER

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : S S BULLDER AND DEVELOPER

Second Party Name: AS APPLICABLE GRN Number: 2319122204

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

THIS DEED OF PARTNERSHIP made this the 6TH DAY OI SEPTEMBER 2023 BETWEEN: -



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 stand My in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1890 O TARRE

इस रसीद का उपयोग केवल एक ही दस्त विज पर गुज़ाल एक सातीन के प्रमाण हेतु ही कर अथवा फोटो कॉपी आदि द्वारा इसी राष्ट्रिक का दूसि का किए पर मुद्राक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गंत

0 7 SEP 2023

For S. S. BUILDER & DEVELOPER

For S. S. BUILDER & DEVELOPER

PARTNER

1.Sri Santosh Kumar Srivastava, son of Sri Lalita Prasad having PAN No. AGNPS6094H and Aadhaar No. xxxx xxxx 6078, by faith Hindu, by occupation business at present residing at New Colony, PO - Jagjiwan Nagar, PS - Saraidhela, Dist - Dhanbad - 826003 hereinafter called and referred to as the FIRST PARTNER (which expression shall unless excluded by or there to be something repugnant to the subject or context shall be deemed to mean and include their respective legal heirs, successors, successors-in-interests, legal representatives, executors, administrators and/or assigns) of the FIRST PART;

2.Sri Dhananjay Kumar Singh son of Sri Chandra Madhaw Singh having PAN No. BURPS7347N Aadhaar No. xxxx xxxx 5463 by faith Hindu, by occupation business at present residing at CMPF Co-Operative Colony, Bhuiphore, PO – K.G.Ashram, PS – Saraidhela, Dist – Dhanbad - 828109 hereinafter called and referred to as the SECOND PARTNER (which expression shall unless excluded by or there to be something repugnant to the subject or context shall be deemed to mean and include their respective legal heirs, successors, successors-in-interests, legal representatives, executors, administrators and/or assigns) of the SECOND PART;

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WHEREAS the aforesaid parties i.e. First and Second Parties have agreed to carry on the business of real estate developers builders, real estate agent, buying and selling of land/or building and/or any property whether by of plotting or otherwise, renting out land and/or building and/or property, construction of building, school, hospitals, road, bridges, dams, mall, theaters, multiplexes, residential cum shopping complexes, whether by self or through contractors or on conversion basis or any other mode, and the like and such other business or businesses as mutually agreed to amongst the partners from time to time etc. under the name and style of 'M/s S. S. BUILDERS & DEVELOPER' from their administrative office at CMPF Co-operative Colony, Bhuiphore. PO - K.G.Ashram, PS - Saraidhela, Dist - Dhanbad - 828109 as partnership Firm.

WHEREAS all the parties aforesaid have amicably agreed consented each other for the commencement of above business under the name and style of 'M/s S. S. BUILDERS & DEVELOPER' and entered in the partnership agreement.

AND WHEREAS as agreed amongst the Partners, the Partners hereto and in order to avoid future disputes and differences amongst the Partnership, business, it is deemed disable that regularly draw up deed of Partnership by executed by the Partner, the parties hereto incorporating therein all the terms and conditions so mutually agent

For S. S. BUILDER & DEVELOPER

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREED AS UNDER: -

- THAT this deed of partnership shall take effect from today the 6^{TB}
 Day of September, 2023 and the partnership shall be treated as partnership at will.
- 2. THAT the partnership business shall be carried on in the name and style of 'M's S. S. BUILDERS & DEVELOPER' (hereinafter called and referred to as Firm) having Office at CMPF Co-Operative Colony, Bhuiphore. PO K.G.Ashram, PS Saraidhela, Dist Dhanbad 828109. However, the place of business can be shifted, branches may be opened or closed on mutual consent of the parties hereto.
- 3. THAT the partnership business shall be that the business of real estate developers builders, real estate agent, buying and selling of land/or building and/or any property whether by of plotting or otherwise, renting out land and/or building and/or property, construction of building, school, hospitals, road, bridges, dams, mall, theaters, multiplexes, residential cum shopping complexes, whether by self or through contractors or on conversion basis or any other mode, and the like and such other business or businesses as mutually agreed to amongst the partners from time to time etc. in different areas of state of Jharkhand shall be carried from the administrative office of Partnership affine and such declared place and

For S. S. BUILDER & DEVELOPER

PARTNER

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places as the partners may change from time to time which mutually agreed upon by the partners when required.

- 4. THAT all the partners shall equally contribute the capital required for the partnership business as and when required and the same shall always be kept credited to their respective capital accounts.
- 5. THAT all the parties hereto shall be entitled to withdraw such sum of money as may be required by them from time from their respective capital accounts and the amount so withdrawn shall be debited to their capital accounts.
- 6. THAT interest @12% per annum or at such rate as may be mutually agreed upon or shall be payable by the partnership on amount standing to the credit of capital or loan A/c of the partners. If there is any debit balance in the account of any partners, interest at the same rate shall be payable by him. However, the partners may always vary, reduce, increase, suspend or waive altogether the rate of interest if they mutually so agree.
- 7. THAT the all partners will act as working partners and will look after the affairs of the firm diligently, honestly and to the best of their ability. That each partner will be paid a monthly salary of Rs.10,000/- per month as consideration for devotion of their time to the business of the

For S. S. BUILDER & DEVELOPER

PARTNER

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PARTNER

partnership firm. However, the partners are entitled to change the rate of salary payable depending upon the profit of the firm.

- 8. THAT the party of the First and Second Part shall be the working partner looking after and managing the business of the Firm including day-to-day operations (including Banking), traction, interacting with the various Government/non-Government organization, persons/parties. He shall be fully and solely responsible for the Firm's business/business activities and/or his activities.
- 9. THAT all rights of the Firm as on 6TH September 2023 namely 'M/s
 S. S. BUILDERS & DEVELOPER' Trade License, Trademark, GST Registration, Telephone connections, Tenancy Rights, Lease Rights,
 Ownership Right etc. shall be deemed to be the rights of the Partnership and all the parties hereto will have equal rights/liabilities thereon.

10. THAT each Partner shall

- a) That the Partner will collect the dues and operate the business.
- b) That the Partner will bear the liabilities of Income Tax, Goods and Service Tax, Bank Loan Liabilities and other any Government statutory liabilities and dues un the name of the Firm on their proportionate shares.
- That the Partner will bear the expenditure comes to legal matter or criminal offence.

For S. S. BUILDER'S DEVELOPER

PARTNER

BUILDER & DEVELOPER

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- 11. THAT the accounting year of firm shall end on 31st March and at the end of each accounting year i.e., on 31st March every year, the Profit and Loss account and Balance Sheet shall be prepared and the respective partner's capital will be credited or debited by the resultant profit or loss as the case may be.
- 12. THAT on closing the account books in the aforesaid manner, a regular Profit & Loss account shall be prepared and the balance sheet shall be drawn up.
- 13. THAT so far as possible the books of account shall be maintained at the principal place of business which will remain open to inspection by each of the parties hereto or their representatives preferably during the business hours and the parties hereto will also be entitled to take copies or extract thereof.
- 14. THAT the profit and losses of the firm shall be shared by the parties hereto as below after providing interest on Capital:

1 Sri Santosh Kumar Srivastava 50%

2 Sri Dhananjay Kumar Singh 50%

15. THAT, if in the best interest of the firm, admission of new partner or partners be deemed advisable, the partner before reserve their right by

For S. S. BUILDER & DEVELOPER

PARTNER

S. BUILDER & DEVELOPER

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mutual agreement in writing to admit one or more partners into the firm on such terms and conditions as may then be agreed upon mutually by and between the partners hereto and the incoming partner or partners.

- 16. THAT without the express consent in writing of the other partners, no partner shall sale, mortgage or otherwise transfer or encumbers his interest in firm to any third party.
- 17. THAT the partnership will not be dissolved on the death (God forbid) of a partner, business under such circumstances will be carried on by other partners with one of the legal representatives, heirs or assigns of the deceased partner as a partner in his place in other words, it will be deemed to have been so carried on ipso facto.
- 18. THAT any of the partner may retire from partnership business by giving two months' notice, in advance. However, the formalities of notice may be waived if such retirement by mutual consent of all the partners of the firm. In case of such retirement, the remaining partners shall be entitled to carry on the business in the same name and style. And the retiring partner cannot claim any share in the goodwill of the firm or dissolution of the firm.

FOR S. S. BUILDER & DEVELOPER

PARTNER

- 19. THAT the bank account shall be opened in the name of Partnership Firm and shall be operated by the Partners jointly or by any one of the Partners as mutually agreed upon.
- 20. THAT no partner in case of dispute among them be entitled to lock up the business premises or close the business or freeze the Banking account if the firm, all disputes among the partners forth will be referred to arbitration or arbitrator selected by the parties and the decision of the arbitration will be final and conclusive in respect of the matters referred to arbitration.
- 21. THAT each partner is authorized to sign and act on behalf of the firm before any of the government departments i.e., Goods and Service Taxes, Income Tax etc. However, for the time being the First and Second party hereto is authorized to sign necessary application etc.
- THAT every partner shall indemnify the firm for any loss caused by his fraud in the conduct of the business of the firm.
- That all the partners are individually or jointly entitled to execute the documents on behalf of the Partnership Firm.
- THAT the provision of the Indian Partnership Act, 1932 will apply so far as they have not been expressly and the deed.

For S. S. BUILDER & DEVELOPER

0 7 SEP 2023

PARTNER

S. BUILDER & DEVELOPER

NOTARY LESY

25. That all disputes or differences arising out of it and connected with the Partnership shall be referred to the arbitrator in accordance with the Indian Arbitration Act.

26. THAT the parties hereto shall be at liberty to change, modify or alter any of the terms, conditions and covenants on mutual consent of all the partners.

IN WITNESS WHEREOF THE PARTIES HERETO WHILE PROCESSING SOUND HEALTH AND PERFECT MIND OUT OF THEIR OWN FREE WILL AND CONSENT SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSESSIGNATURES

For S. S. BUILDER & DEVELOPER.

PARTNER

SRI SANTOSH KUMAR SRIVASTAVA

Fors. S. BUILDER & DEVELOPER

Donanjay w. Snyl

SRI DHANANJAY KUMAR SINGH

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u/s (8) (i) (a) of notaties Act
1952 (Act No. 53 of 1952)