





भारत सरकार

Government of India



गौतम कुमार आडवानी

Gautam Kumar Adwani

जन्म तिथि / DOB : 20/08/1971

पुरुष / Male



3785 1963 6154

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:

S/O: सेठ गुदीननमला, छोटा
गुरुद्वारा के पास, गुरुनानक पुरा
जोडाफाटक, धनबाद, धनबाद,
झारखण्ड, 826001

Address:

S/O: Seth-Gurdinomal, near
chhota gurudwara, gurunanak
pura joraphatak, Dhanbad,
Dhanbad, Jharkhand, 826001

3785 1963 6154



1947
1800 300 1947



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21 APR 2023



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 36c1052d9957119352e8

Receipt Date : 21-Apr-2023 12:41:34 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Dhanbad

Stamp Duty Paid By : HEMANT KUMAR ADWANI

Purpose of stamp duty paid : PARTNERSHIP

First Party Name : HEMANT KUMAR ADWANI

Second Party Name : AS APPLICABLE

GRN Number : 2316829477

NOTARY
DHANBAD

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



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 मुद्राक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटोकॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्राक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्राक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Hemant Kumar Adwani
Hemant Kumar Adwani

Lishi Kumar
Lishi Kumar

5. That the Bank Account or Accounts to be opened in the firm's name shall be operated upon by the parties of the First or Second Part either jointly or severally.
6. That the partners shall contribute such amount or amounts towards their capital in the firm and the same shall be brought in as and when required. The amount standing to the credit of the capital accounts of the parties shall carry interest at the maximum rate of 12% per annum or such lower rates as may be prescribed under section 40(b) of the Income Tax Act, 1961 or any amendment thereof which may be in force in the relevant financial year. Interest may not be paid or paid at such lower rates as may be agreed upon between the parties in case the profits available before providing for such interest is insufficient. In case of requirements the partners may obtain loans from Bank, Financial institution or other financiers as mutually agreed upon between them for the smooth running of the business.
7. That the parties of being working partner shall devote their time and attention in the conduct of affairs of the partnership business as the circumstances and business need may require. The remuneration payable to the above said working partners shall be computed in the manner laid down in explanation 3 to section 40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force in the I. T. assessment of the PARTNERSHIP FIRM of the relevant accounting year. Such amount shall be distributed between the said working partners in their profit / loss sharing ratio. Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of each working partners. The working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time.
8. That the net profit or god forbids the losses of the firm after deduction of all expresses as well as interest and salary / remuneration payable to the partners shall be shared or distributed by the partners in the following proportion.

FIRST PARTY	HEMANT KUMAR ADWANI	25.00% SHARE
SECOND PARTY	GAUTAM KUMAR ADWANI	25.00% SHARE
THIRD PARTY	SANJAY KUMAR PATWARI	25.00% SHARE
FORTH PARTY	RISHI KUMAR	25.00% SHARE

Hemant Kumar Adwani
Gautam Kumar Adwani

Rishi Kumar

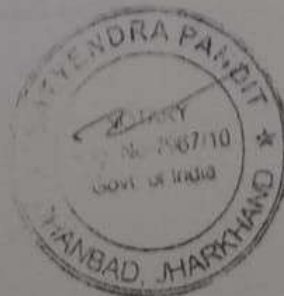


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9. Bank Account or Accounts shall be opened in the name of the Partnership Firm. All account/s shall be operated upon by HEMANT KUMAR ADWANI & GAUTAM KUMAR ADWANI. All moneys or negotiable instruments received from and on behalf and/or on account of the Partnership business/profession shall be paid/deposited into such banking account or accounts in the name of the Partnership.
10. That any partner who wish to retire from the business shall do so by giving one months notice in writing to the other partner / partner or leaving such a notice at the principal place of business, but the formality of such a notice may be waived if the firm is dissolved at any time with the mutual consent of all the partners. In case one of the partners desired to retire from the firm and other likes to continue the same. In such event remaining partners entitled to carry on or continue the business shall pay the share of outgoing partner with his capital only up to the date of his retirement.
11. That the accounting year of the partnership shall be the financial year ending 31st March every year. So soon as may be after the close of each accounting year all accounts of partnership business shall be adjusted and a profit & loss account and balance sheet shall be prepared.
12. That proper book of accounts shall be maintained according to the trade custom recording therein all the transaction of the firm truly and faithfully as and when they occur. Each of the partners shall have right to access, to inspect and to take extract from the book of accounts preferably during the business hours. In absence of book of accounts the net profit shall be estimated as mutually agreed upon between the parties
13. That unless otherwise decided by the partners, the business of the firm shall be carried on and controlled by the partners generally with the aid and assistance of the employees of the firm.
14. That the partners will, by the mutual consent withdraw such amount or amounts as may be deemed required for their personal expresses which will be debited to their respective drawing account to be opened for the purpose.
15. That the partners shall carry on the of the firm to the greatest common advantage, be just and faithful to each other and render true and accurate information of all things effecting the firm or any of the partners of his legal representative.

हेमंत कुमार अद्वानी
Gautam Kumar Adwani

गोप केशरी
Gishi Kumar



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WHEREAS the parties hereto above named desirous of doing business of real estate developer, sale & purchase of land & building, real estate agents and all types of contract works under Central/ State Government Departments, Public/ Private Sector undertakings or any other Organization etc. in co-partnership under the name & style of "M/S SHIDDHI VINAYAK DEVELOPERS" with its principal place of business at H.No 62, Near Chota Gurudwara, Joraphatak Road, Dhanbad-826001 Post Office- Dhanbad, Police Station- Dhansar, in the District of Dhanbad on and from 21st Day of April, 2023 and accordingly the partnership was formed and commenced functioning on and from 21st Day of April, 2023 and

WHEREAS under the circumstances it has been considered advisable to make out a format instrument of partnership incorporating therein the terms and conditions of the partnership formed by and amongst them.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES HERETO HEREBY MUTUALLY AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS:

1. That this partnership has been formed and has commenced functioning on and from 21st Day of April, 2023.
2. That the business of the partnership shall be that of Builders or Developers i.e. construction of residential & Commercial Complexes and civil structures and sale thereof, real estate agent and execution of all types of contract works with the central/ state govt. departments, private/ public sector undertakings or any other organization or shall be of such other nature the parties hereto may agree upon and decide mutually from time to time.
3. That the business of the partnership shall be carried on under the name & style of "M/S SHIDDHI VINAYAK DEVELOPERS" hereinafter called the 'FIRM'.
4. That the principal place of the business shall be located at H.NO. 62 Near Chota Gurudwara, Joraphatak Road , Dhanbad – 826001, Post Office- Dhanbad, Police station- Dhansar in the District of Dhanbad, which shall be treated as its head office. The parties however by mutual agreement shift the same to some other place or open branch/ branches at some other place / places.

Suman Kumar Adwani
Suman Kumar Adwani

Rishi Kumar
Rishi Kumar

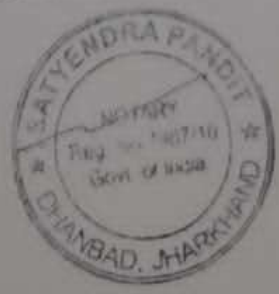


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- IV. To refer and settle all claims, disputes differences etc. relating to and arising out of the development of projects or contract works, workmen or other as mentioned hereinbefore for and on behalf of the firm.
 - V. To refer to arbitration any dispute claims. difference arising out of the development of projects or contract works and to sign the arbitration clause agreements, work order and or to enter into compromise settlement etc whether by giving up a portion of the claim or not and to grant receipt, discharge etc. in full and final settlement of all matters there to in all the department for and on behalf of the firm. All such reference to the arbitration shall be according to the arbitration and condition act 1996 (Act 26 of 1996)
 - VI. To receive cheques, drafts, hundies, pay orders and any other type of instrument and make payment of the monthly emoluments, fees or any other bills payable in connection with the contract job legal charges, income tax sales tax demand for and on behalf of firm.
 - VII. To appeal, to move and file petition in any proceedings and to accept service of notice, to produce and to take back documents and to apply for and take delivery of copies, to authorize and appoint representatives to do all act and deeds in all courts, revenue offices and all other taxation and recovery acts, apply for refunds and receive refund vouchers and to encash refund vouchers cheques and payorders, to arrange for and accept any compromise on behalf of the firm in any proceeding to inspect files, records and papers and documents filed and ordered there in to represent the firm in all matters and to do every other necessary and lawful act.
21. That the parties may by mutual consent add to alter, modify or vary the terms of this partnership or any of them
22. That the partnership shall be governed by the provision of the Indian partnership act, 1932 as amended from time to time save and except which is specifically provided otherwise in this deed.
23. That all disputes arising in the conduct of the business of the partnership firm as between them or originating either in the construction, interpretation or operation of the term or terms of this partnership deed or any other difference arising between the partners, which cannot be mutually resolved, shall be referred to the arbitration of a sole arbitrator within 15 days of notice of commencement of the arbitration. The laws of India shall apply to this deed. The seat and venue shall be in Dhanbad.

Satyendra Pandey
Satyendra Pandey

7-7/10
Lilhi Kumar



16. That if in the best interest of the firm, admission of a new partner or partners or partners is deemed advisable, the partners reserve their right by mutual agreement to admit one or more partner or partners into the firm on such terms and conditions as may be agreed upon mutually by and amongst the continuing partners and the incoming partner or partner.
17. That none of the partners shall mortgage or hypothecate his interest or share in this firm to an outsider or otherwise alienate the same without the consent of the other partners obtained previously in writing.
18. That the partnership business shall not be dissolved on the death of any of the parties, but shall continue to be carried on by the surviving partners and or legal representative of the deceased partner and the partnership deed shall be deemed to have been reconstituted ipsofacto .
19. That none of the partners in case of any dispute amongst themselves shall be entitled to lock up the business premises, godown or officer of the partnership business nor shall be entitled to close the business or freeze the Bank Account /Accounts of the firm. In case any partner does so he shall be held liable and responsible for all the losses that may be caused to partnership for his such activities.
20. That the partners hereby authorize each other to do the following acts jointly or severally for and on behalf of the firm.
 - I. To carry on, manage and conduct all business activity arising out of the development of projects or any contract work undertaken by the firm and in the name and on behalf of the firm including signing of tenders, quotations, accepting jobs, signing of all agreements, bills. Applications and giving notices for and on behalf of the firm and signing all other forms and giving valid receipts and / or discharge for and on behalf of the firm.
 - II. To appoint Engineers, agents, skilled workers for execution of development of projects or contract works, and also to appoint architect for survey preparation of plans and designing etc. and to appoint legal advisers and other competent person or persons in carrying out of business smoothly and efficiently and pay remuneration bonus or other emolument as would be necessary for and on behalf of the firm.
 - III. To receive payment against sale of flats/shops/any type of commercial spaces developed and constructed by the firm and enter into agreement for sale of flats/shops/commercial spaces etc. and to grant valid receipt/discharge against payment received.

Jayant Kumar Adhikari
Jayant Kumar Adhikari

Shilpi Kumar
Shilpi Kumar



:7:

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

WITNESSES:

1.

Hemant Kumar Adwani
HEMANT KUMAR ADWANI

2.

Gautam Kumar Adwani
GAUTAM KUMAR ADWANI

Sanjay Kumar Patwari
SANJAY KUMAR PATWARI

Satyendra Pandit
Attested
Satyendra Pandit
Notary Dhanbad

Rishi Kumar
RISHI KUMAR



Authorised
u/s 297 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (B) (i)
of the Notaries Act 1952
(Act No 53 of 1952)