





Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 29ac17d92b8f79481fbf

Receipt Date: 07-Jun-2024 09:46:22 am

Receipt Amount: 150/-

Amount In Words: One Hundred And Fifty Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: SANJAY KUMAR SAW

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: SANJAY KUMAR SAW

Second Party Name: KUBER INFRA GRN Number: 2402429584

NOTARY DHANRAD

-: 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 retent as proof of payment of stamp duty in another document through reprint, photo copy or other meas is penal offence under section-62 of Indian Stamp Act, 1899

इसे क्लीब को उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फ्रोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिक्रियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Ju Con Dericalio KUBER INFRA

DEED OF PARTNERSHIP

This Deed of Partnership made on this day of 7th June, Two Thousand Twenty four BY AND BETWEEN: -

1. Sanjay Kumar Saw son of Muni Lal Saw by religion Hindu, by occupation Business and resident at Main Road, Opposite to Police line small gate, Beside ortho centre, Hirapur, Dhanbad, Jharkhand - 826001 in the district of Dhanbad (herein after referred to as First Party).

AND

2. Chitra Saw daughter of Rajendra Prasad Gupta, W/o Sanjay Kumar Saw by religion Hindu, by occupation Business and resident at Main Road, Opposite to Police line small gate, Beside ortho centre, Hirapur, Dhanbad, Jharkhand - 826001 in the district of Dhanbad (herein after referred to as Second Party).

The expression the first party and second party shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assignees.

Whereas the parties hereto this Deed have decided to commence the business of Builders & Contractors in partnership under the name and style of "KUBER INFRA".

And WHEREAS the parties hereto this Deed thought it expedient, advisable and necessary to embody all the agreed terms, conditions and covenants of the partnership in a formally drawn instrument.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. That this partnership shall commence its business on and from 7th day of June' 2024 in the name and style of "KUBER INFRA" and its duration shall be at will.
- 2. That the principal place of the business shall be situated at Mauza No. 7 Mauza Hirapur, Nagarpalika khata Plot No 2894, new ward no 25, Hirapur, Dhanbad. The Partners shall be free to open/close branches at any places they like. The principal place of business may also be changed if it is Considered essential by the partners for efficient and smooth running of the business.
- 3. That the main business of the partnership shall be that of Builders and Contractors, act as Developers and also shall deal in Immovable properties and Estates plots etc. But the scope of Business may be

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expanded, curtailed or restricted on mutual consent. The parties hereto may be engaged in such other business as the parties hereto may agree from time to time.

- 4. That the capital required in the business shall be supplied by the partners in such proportion as they mutually decide from time to time, Loans from outsiders (including Bank and Financial Corporation) may be taken at suitable rate of interest but this will require all partners' written approval.
- 5. That each of the partners of the firm shall be entitled to get and or be allowed Interest on the capital amount standing or remaining in his name on the opening day of the accounting year as well as on or further contribution thereof or as on withdrawals made during the year from the date of such additions or withdrawls during the year at the rate of Twelve percent per annum. Such rate of interest on Capital may be changed in future by the mutual agreement between the partners
- 6. That the first Party/Partner hereof named Sanjay Kumar Saw shall be taking active part in business affairs of the firm and will be called working partners of the firm. That the working partner will be entitled to such an amount of Remuneration that the total shall not exceed the ceiling laid down in section 40(b) of the Income Tax Act, 1961.
- 7. That due to her commitments elsewhere the second party shall not be involved into day to day affairs of the business of the firm and will be termed as Sleeping Partner.
- 8. That the firm shall maintain or cause to be maintained proper books of account for the transactions of the firm at principal place of business. Each partner or his duly authorised agent shall have access to the same at all reasonable hours of the day.
- 9. That any one of the partners is authorised to appoint and authorise any counsel, attorney or other person to defend or prosecute or file suits, appeals and applications for and on behalf of the firm in the manner necessary and advantageous to the firm.
- 10. That the firm shall follow the financial year as its accounting year i.e. on 31st March of each year, the final accounts shall be drawn after incorporating all accruals of incomes and expenditure and profit or loss, if any, shall be shared by the partners as per ratio specified in clause No. 11 of this deed.

11. That the profit or loss of the business shall be shared by the partners in the following proportions:-KUBER INFRA

First Party Second Party

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90% 10%

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- 12. That the firm can open any account with any Bank and that account shall be operated jointly by both the partners or as they may decide from time to time.
- 13. That new partners may be admitted into the partnership on the terms and conditions settled among incoming partner/s and existing partners.
- 14. That none of the partners be entitled to transfer, alienate, change and /or otherwise encumber in favour of any outsider any part or whole of his/its interest in the firm.
- 15. That if a partner wants to sever his/its connection with the firm he/it has to give clear one month notice in writing to all other partners and other partners will have a preferential right to purchase the outgoing partner's share at a reasonable price to be settled amicably among the partners and outgoing partners shall not have any right to claim for goodwill of the firm.
- 16. That death, retirement, Insolvency or expulsion, Lunacy, Incapacity of any partner will not automatically bring about the dissolution of the firm. Legal heir of the deceased partner or as the case may, shall be taken into partnership and the business shall continue.
- 17. That the partners shall punctually and regularly pay their individual debts and indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceeding, attachments etc. in respect of individual debts of the partners.
- 18. That the parties hereto shall always be at liberty to change, alter and modify any of the terms, conditions and covenants of this partnership by mutual consent in writing.
- 19. That in all other matter not specifically provided for in this instrument the provision of the India Partnership Act, 1932 will apply.
- 20. That the Partners Jointly through this firm may enter into MOU agreement with third Party with mutual consent for any specific project if required for any purpose. It may be noted that none of the partners individually cannot enter into any MOU on behalf of other partner with any third Party.
- 21. In case of any dispute regarding implication and interpretation of any clause of this deed, the dispute will be referred to the arbitrator appointed for this purpose by the majority of the partners and the decision of that arbitrator/s will be final and binding on all the partners.

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In withnesseth thereof the partners, the parties hereto, while in their sound health and mind and without any coercion put their respective signature on the date mentioned at the beginning of this deed.

Witnesses

Anshu Kumavi D/O Sanjay Kumav Saw R/O of Police Line, Hirapur Dhanbad Thaukhand Signature of the Partners

1. (First Party)

2. Manisha Kumaui Dlo Satya Prakasi

Dlo Satya Prakash RIO DM Road, Jagdishpul Bhojpur, Bihan

NOTARY\
DHANBAD

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u/s 297 (i) (c) of the Cr. P.C. 1973 (Act No 11 of 1974) & u/s (8) (i) of the Notaries Act 1952 (Act No 53 of 1952) 2. <u>(Second Party)</u> (Second Party)

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PARTNER