

झारखण्ड JHARKHAND

C 130515

Manoj Kx Pandey
Dhananjay Kumar

DEED OF PARTNERSHIP

This Deed of Partnership is made on this the 25th day of MAY
Two Thousand Sixteen at Dhanbad, BY & BETWEEN : **MANOJ
KUMAR PANDEY**, S/o. Sri Udit Narain Pandey, by faith Hindu, by
occupation - Business, resident of J.C. Mallick Road, Hirapur, P.O. &
P.S. - Dhanbad, Dist. - Dhanbad, State - Jharkhand, Pin-826001,
hereinafter called and referred to as the **ONE PART.**

-AND-

SRI DHANANJAY KUMAR, S/o. Sri Ramadhar Yadav, by faith
Hindu, by occupation Business, resident of Gandhi Road, Dhanbad,
Dist. - Dhanbad, State - Jharkhand, Pin-826001, hereinafter called and
referred to as the **SECOND PART.**

Contd....2



S.No. 29 Date 13 JUL 2017

धनबाद कोषागार

कोषागार पदाधिकारी
धनबाद

Sr No. 1011 Sold on 23/11/76
Sold to H. T. Rathod Builder & Developer
of
Value Rs. 1000000
Through
Part of
23/11/76

H. T. RATHOD
S. V. Dhanbad
L. No.-(6/75-76)

130512



Manoj Kr Pandey
Dhananjay Kumar

WHEREAS hereinafter the above parties of the FIRST AND SECOND part have jointly been referred to as partners or parties and individually as party or partner, and shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.

AND WHEREAS the parties above noted on 25th day of MAY, 2016 have agreed and consented to carry on the business of trading and dealing of properties, all types of construction work, land and developers of land, properties, malls, buildings etc. for sale under the name and style of NATARAJ BUILDER & DEVELOPERS, having office at Near Subhash Nagar, J.C. Mallick Road, Hirapur, Dhanbad, P.O., P.S. & Dist. - Dhanbad, C/o. Manoj Kumar Pandey, J.C. Mallick Road, Hirapur, Dhanbad, Dist. - Dhanbad, Pin-826001 (Jharkhand). The firm will do all such acts or things which are necessary, incidental, ancillary and otherwise conducive to the attainment of the aforesaid subject.

AND WHEREAS in order to safeguard their respective right, title and interest against any misunderstanding and disputes that may arise in future they have agreed to execute a formal instrument of partnership containing the terms and conditions under which the business will be carried on

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

1. That, the partnership business will be carried on under the name and style of NATARAJ BUILDER & DEVELOPERS and/or under



Manoj Kumar
Devaraj Kumar

such other name and style as may be agreed upon by the partners.

2. That, the partnership business has commenced and will be deemed to have been commenced on and from 25th day of MAY, 2016 and will be treated as partnership at Will.
3. That, the main business of the partnership firm will be to pursue business of trading dealing of properties. All types of construction work, land and developers of land, properties, malls, buildings etc. in the state of Jharkhand and other states. The firm will do all such things which are necessary, incidental, ancillary and otherwise conducive to the attainment of the aforesaid subject. The partners, however, may do any other business as may mutually be agreed upon between them from time to time.
4. That, the partnership business shall be carried on in the name and style of NATARAJ BUILDER & DEVELOPERS (hereinafter referred to as the firm) having its Head Office at Near Subhash Chowk, J.C. Mallick Road, Hirapur, Dhanbad, Dist. - Dhanbad, Pin-826001 (Jharkhand). However place can be shifted or open new branch or close the branches can be started at any other place or places as may decided from time to time as per the requirement of the business.

5.

That, whatever amount of capital is and will be necessary for carrying on the business of the partnership will be contributed or withdrawn by the parties in the manner, convenient to them with



Manoj Kumar Pandey
Dhananjay Kumar

consent of the parties only. They may also arrange for loans from banks and financial institution on such terms as may be decided by them from time to time.

6. That, if the firm remains in profit, simple interest @ 12% per annum on the capital invested by the partners hereto shall be paid to them subject to availability of profit before paying interests and remuneration to partners, However, the partners may alter, change, vary, increase or reduce the rate of interest as may be decided amongst them from time to time.
7. That, all the partners shall be working partners and shall be paid remuneration for the services rendered by them for the purposes of business of the firm which will be directly related to the book profit of the firm and the remuneration payable to the partners shall be divided amongst them in equal proportions.

However, the partners may alter, change, vary or modify the system of calculation of remuneration as may be decided amongst them from time to time.

8. That, the financial year will be the accounting year of the firm at the end of each accounting years, the profit or loss will be determined after providing for all the outgoing expenses and such net profit or loss of the firm will be divided amongst the partners in the following proportions :-

- (1). Manoj Kumar Pandey 50%
- (2). Dhananjay Kumar 50%



Manoj K. Pandey
Dharam Singh Kumar

9. That, the books of accounts of the partnership business shall be kept and maintained at the principal place of business and the same shall be kept regularly posted up. As the end of each accounting year on 31st March of every year, an account shall be taken up of all Assets and liabilities of the partnership and a balance sheet and profit and loss statement shall be prepared. The profit or loss as determined at the end of each accounting year shall be distributed between the partners in proportion to their respective share as laid down in clause 8, Each partner shall have free access to books of accounts at all reasonable times and shall be at liberty to take such extracts there from, as he may think fit.
10. That, the partners hereto shall be entitled to draw such sums of money out of the business for their personal and private purpose as may mutually be agreed upon by and between the parties/partners only.
11. That, the parties/partners hereto shall open the bank account in any bank or banks in the name of firm and the said account shall be operated by the partners jointly or severally only and to draw, endorse and negotiate cheques, bill of exchange and other negotiable instruments in the name of the firm and also to give valid discharge for payment received on behalf of the firm.
12. That, all the important decisions will be taken by the parties by mutual consent, whereas in the case of crisis the decisions of all the parties shall prevail.



Manoj K. Pender
Amardeep Kumar

13. That, none of the partners in case of any dispute amongst them shall be entitled to lockup the business premises of the partnership and shall not be entitled to close the business or freeze the bank account of the partnership. In case any of the partners does so, he shall be liable and responsible for his such activities.
14. That, the parties hereto shall carry on business of the firm to the greatest common advantage, be just and faithful to each other and render true and correct accounts and full information of all things affecting the firm or any of the partners. The partners shall be held responsible for all the acts, deeds, working and operations of the business and shall indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachment etc.
15. That, the parties hereto shall pay their individual debts, punctually and regularly and shall indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachment etc. in respect of their individual debts.
16. That, no partner will during the continuance of the partnership do any of the following except with the written consent of the other partner.
 - (a) Apply the partnership firm in speculative transactions.
 - (b) Acknowledge a debt so as to extend the period of limitation against the firm.



Manoj K. Pandey
Dharam Singh Kaur

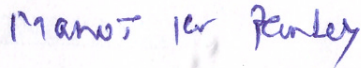
- (c) Admit a liability against the firm.
- (d) Assign, mortgage, transfer or shall his share in the partnership firm.
17. That if in the best interest of the firm, admission of a new partner or partners be deemed advisable, the parties hereto may admit any partner or partners, on the terms and conditions as may then be agreed upon between the existing partners and incoming partner or partners.
18. That, in case of any partner wants to retire from the business he can do so by giving three months notice to other partner or partners of his intention to do so and in that event the remaining partner or partners shall be entitled to carry on the business in the same name and style, the retiring partner shall give 1st preference to the other partner to sell his share and if the remaining partner refuse to purchase then he shall sell his share of outsider.
19. That, in case of demise, god forbid, of any of the partners, his legal heir or heirs shall be included in place of the deceased partner and in that event the partnership will be deemed to have been re-constituted if so facts.
20. That, the parties hereto shall always be at liberty to change alter or modify any of the terms, conditions and covenants of this partnership with their mutual consent in writing.

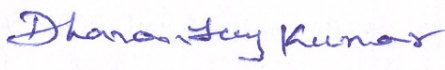


21. That, in the event of any dispute, difference or question arising between the parties hereto on the meaning, scope or interpretation of any of the terms and conditions of this Deed or on any matter or thing arising out of it or touching or concerning this deed at any time, shall be settled by reference to arbitrator or arbitrators to be appointed by the partner or partners hereto by mutual consent and the decision given by the arbitrator or arbitrators shall be final binding upon the parties hereto.
22. That, in all matter not provided for in this partnership deed, the provision of the Indian Partnership Act, 1932 as amended for time to time shall apply.

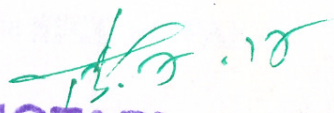
IN WITNESS WHEREOF the parties hereto while in their sound health and perfect mind after due consideration and out of their own free will and consent do hereunto set and subscribe their respective hands on the day, month and year first above written.

WITNESSES :-

1. 
(Signature of Manoj Kumar Pandey)
- 2.


(Signature of Dhananjay Kumar)




NOTARY
DHANBAD
Authorised
u/s 297 (i) (c) of the Cr PC 1973
(Act No. 11 of 1974) & u/s (8) (i)

ASinha
(Adv)
13/7/17