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Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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27-Dec-2019 01:23-PM

NONACC (SV)/jh9003104/DEOGHAR/JH-DG

SUBIN-JHJH900310435374485341170R

AJAY KUMAR SINGH

Article 46 Partnership

PARTNERSHIP DEED

(Zero)

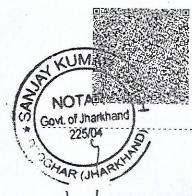
RAJDEEP BUILDERS AND DEVELOPERS

AJAY KUMAR SINGH

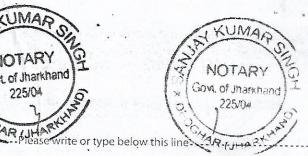
AJAY KUMAR SINGH

100

(One Hundred only)







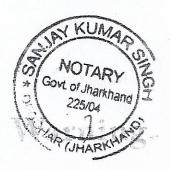
DEED OF PARTNERSHIP

THIS DEED of Partnership is made at Deoghar on this 27th December, 2019 by and between: AJAY KUMAR SINGH, S/o LATE SINGH, resident of Williams Town, Near Savits **Apartments**

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Pintu kumar Sirth.

> Sanjay Kumar Sulyin NOTARY Civil Court Deoghar Iberkhand



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Deoghar, Jharkhand – 814112, Aadhar no. 8663 5892 7896, PAN No. GHMPS4260M. (Hereinafter to be called the First Party); and DEEPAK KUMAR SINGH, S/o SAGAR SINGH resident of Kamal Kothi, Deoghar, Jharkhand – 814112, Aadhar No. 8154 7624 4226. PAN No. ATKPS6366A. (Hereinafter to be called the Second Party); and PINTU KUMAR SINGH, S/O SATYANARAYAN SINGH resident of Bawan Bigha, Deoghar, Jharkhand - 814112. Aadhar No. 7402 7196 7309. PAN No. BULPS2346K. (Hereinafter to be called the Third Party); and

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SHIV SHANKAR SINGH, S/O SURESH PRASAD SINGH resident of Gusto Bihari Lane, Deoghar, Jharkhand - 814112. Aadhar No. 5092 7815 3182. PAN No. AVWPS7181F. (Hereinafter to be called the Forth Party).

WHEREAS the parties to this deed have been decided to carry on the business of Construction of Building (Commercial & Residential) Infrastructure Developer, Estate Developer, Real Estate Agent, Sale & Purchase of Plots, Flats and Immovable Property e.t.c and related business in the Name of M/S RAJDEEP BUILDERS AND DEVELOPERS with its principal place of business at LAXMI TOWER, STATION ROAD DEOGHAR, JHARKHAND—814112 on the terms and conditions incorporated in the Partnership Deed executed on 27ThDecember 2019.

AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst themselves as aforesaid;

AND NOW WHEREAS the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding.

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid amendment/alteration in the terms and conditions of the partnership:

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- That the partnership business has been and shall continue to be carried on under the name and style of M/S RAJDEEP BUILDERS AND DEVELOPERS.
- 2. That the partnership business has been and shall continue with its principal place of business at Laxmi Tower, Station Road Deoghar, Jharkhand 814112. The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time.

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- 3. That the necessary capital as well as further funds required for the purpose of Partnership business shall be contributed or arranged by the Parties equally and in such manner as maybe mutually agreed upon by and between the Parties from time to time.
- 4. That at present it is agreed that all the partners will be the working partner and each Partner shall be entitled to get remuneration of Rs. 5000/- per month (Rupees Five Thousandonly). This remuneration is subject to increase or decrease as per consent of both the Partners.
- 5. That it is agreed by and among the partners hereto that simple interest @ 12% p.a. or at such other rate as may be mutually agree upon as prescribed U/S 40 (b) of the Income Tax Act, 1961 shall be payable by the partnership on the amount standing on the credit of capital / current/ loan account of the partners.

That with consent of the partners shall be entitled to modify, alter the above terms relating to remuneration, interest, etc. payable to the partners by executing a supplementary deed or deeds when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall form part and parcel of the partnership deed.

7. The net profit or loss of the partnership business as per the books of accounts maintained by the partnership after deduction of all expenses of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership or nay supplementary deed shall be distributed amongst the partners in the ratio started hereunder:

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A. / AJAY KUMAR SINGH

25 % per cent

B. DEEPAK KUMAR SINGH

25% per cent

C. PINTU KUYMAR SINGH

25% per cent

D. SHIV SHANKAR SINGH

25% per cent

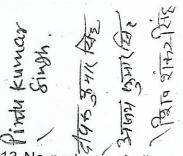
- 8. That the books of Accounts of partnership shall be maintained and the same shall be closed on the 31st day of March of every year. The books of accounts, securities, documents & voucher shall remain open to inspection by any of the partner or their duly authorized representative at all times during business hours.
- 9. That the partners shall be just and faithful to each other in all the matters relating to the subject of the partnership shall not cause to be done anything against the partnership subject of the partnership/partners which may harm the interest of the partnership.

That if any partner or partners desires to retire, he may be allowed to do so after giving one month notice in writing to other Partners in such event the remaining partner may continue the business either himself of by admitting some other person or persons as partner.

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- 11. That the partners may be allowed withdrawals from time to time of such sum from the partnership firm, as may be mutually agreed and all such sum shall be debited to the account of respective partners.
- 12. That by the mutual consent of the partners the terms of the partnership can be modified added or altered.



- 13. No partners shall raise loan, borrow, hypothecate or pledge any property of the partnership unless authorized by the other partners in writing either specially or generally for the benefit of the partnership business.
- 14. That any partner may be authorized on behalf of the partnership to enter in to any agreements to submit tenders, receives payments or give payment to discharge the liabilities of the firm.
- 15. That the Bank account shall be opened in the name of the firm, the bank account shall be operated jointly by the partners and in the manner as mutually decided by partners.
- 16. That no partners in case or dispute among them be entitled to lock up the business premises or godown and thereby close the business or freeze the bank account of the firm, all disputers among the Partners forth with be referred to arbitration. The arbitrators shall be selected by the parties and in case of even number of arbitrators an umpire will be selected by the arbitrators and the decision of the arbitration will be final and conclusive in respect of the matters referred to such arbitration.
- 17. That each partner shall indemnify the firm for any loss caused to it by his fraud or willful neglect in the conduct of the business of the firm.
- 18. That every partner shall be entitled to be indemnified by the other partner in respect of payment made and liabilities incurred by him in the ordinary and proper conduct of the business of the partnership firm and in doing such acts in any emergency for the purpose of protecting the firm from possible loss as would by done by a person of ordinary prudence in his own case and under similar circumstances.

19. That on winding up of the partnership those assets of the partnership (after discharging all the liabilities) shall be distributed amongst partners according to proportion of their share.

20. Death, retirement or withdrawal, insanity, permanent physical disability, insolvency of a partner shall not operate as dissolution of the partnership. The surviving partner will continue the firm by taking new partner or partners if necessary. However, in case of death, insanity, permanent physical disability, any one legal heir or nominee of such partner shall have first right to be admitted in the partnership on the same terms & conditions as was applicable for outgoing partner and in case of denial by such heir/ nominee the remaining partner will continue the firm either by themselves or by admitting any other person as partner in the firm. Such admitted legal heir/ nominee in the partnership shall have sameright. title, liabilities and Profit/ Loss sharing ratio as that of deceased partner.

21. That in case of any disputes or difference with regard to the terms of this instrument or management of the partnership the same shall be settled by arbitration as provided in the Indian Arbitration Act.

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22. That retiring or outgoing partner shall not use the firm's name and shall not solicit the client / customer of the firm.

23. That with the consent of all the partners, new partner can be admitted in the interest of Partnership.

24. That save hereinabove provided the partnership shall governed in all other respect by the provisions of the Indian Partnership Act, 1932.

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IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

First Party

(AJAY KUMAR ŚINGH)

अग्न एक भार व्यक्त

Second Party

(DEEPAK KUMAR SINGH)

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Third Party

(PINTU KUMAR SINGH)

Broh / Andu kumar fingh.

Forth Party

(SHIV SHANKAR SINGH)

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WITNESSES;

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Sanjay Kumar Singh NOTARY Civil Court Deoghar