

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

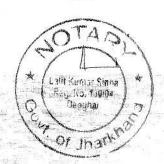
Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

- IN-JH26801781727053S
- 20-Feb-2020 11:54 AM
- CSCACC (GV)/ jhcsceg07/ JH-DGSHY0313/ JH-DG
- SUBIN-JHJHCSCEG0739177249635343S
- Keshavam Developers
- Article 46 Partnership
- Partnership Deed
- - (Zero)
- Keshavam Developers
- Not Applicable
- Keshavam Developers
- - (One Hundred only)

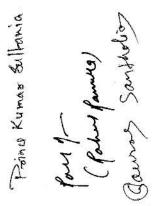




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- The authenticity of this Stamp Certificate should be verified at available on the website renders it invalid. www.shoilestamp.com". Any discrepancy in the details on this Certificate and as



DEED OF PARTNERSHIP

OF

'M/s. KESHAVAM DEVELOPERS'

THIS DEED OF PARTNERSHIP made on this the <u>21st day of FEBRUARY OF TWO</u>

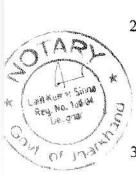
THOUSAND TWENTY by and between

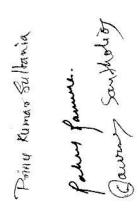
- PRINCE KUMAR SULTANIA, son of Shri Sushil Kumar Sultania, by faith Hindu, by occupation Business, of C. P. Drolia Road, Ganesh Market, Gali No.2, Deoghar – 814112 (Jharkhand), hereinafter referred to as the <u>PARTNER</u> and the party of the FIRST PART
- RAHUL RAMUKA, Son of Lt. Pawan Kumar Ramuka, by faith Hindu, by occupation Business, of Flat No.3-I Ganesh Enclave, Mirzanhat Road, Bhagalpur-812005 hereinafter referred to as the <u>PARTNER</u> and the party of the <u>SECOND PART</u>
- GOURAV KUMAR SANTHALIA, Son of Shri Ratan Kumar Santhalia, by faith Hindu, by occupation Business, of Marwari Tola Lane, Bhagalpuir-812002, hereinafter referred to as the <u>PARTNER</u> and the party of the <u>THIRD PART</u>

(which terms or expressions in all above cases shall unless excluded by or repugnant to the context be deemed to mean include their heirs, executors, administrators, legal representatives and assigns)

WHEREAS the parties of the First Part, Second Part & Third Part have decided to carry on the business of REAL ESTATE DEVELOPERS in co-partnership.

AND WHEREAS the Parties hereto of the DEED have decided to write down the terms and conditions of the Partnership under an instrument of Partnership in order to avoid future disputes, differences and misunderstandings.





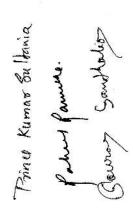
NOW THIS INDENTURE WITNESSETH THAT pursuant to the above agreement, the parties hereto agree to become and continue as partners on the terms and conditions hereinafter mentioned:

- 1. THAT the partnership shall be carried on in the firm name of M/s. KESHAVAM

 DEVELOPERS with its head office at C/o Sushil Kumar Sultania, Ganesh Market,
 Gali No.2, C. P. Drolia Road, Deoghar 814112, (Jharkhand), with a right of the
 partners to change the name of the firm and the site of its office/s by mutual consent.

 The firm may open new branch offices and/or administrative offices or close down
 existing ones as per mutual consent between them.
- 2. THAT the business of the partnership shall be that of the work as contractor and developers in connection with any Building (Real State), Road, Bridge, Cannels, Wells, Dams, Embankment and any other work of any kind whatsoever and manufacture and deal in articles in connection therewith and also to carry on Business of general merchants, commission agents, and general order supplier and to deal in such other items, goods, articles and / or any other products as may be further agreed and decided upon by the partners from time to time
- 3. THAT the partnership is at will and shall be deemed to have commenced with effect from the 21st day of February, 2020.
- 4. THAT the Bank account / accounts in the name of firm shall be opened which shall be operated jointly or severally or subject to any instruction (s) as may be given to bankers from time to time by the firm under the signature of the parties hereto.
- THAT the firm can arrange fund through loan from any Private concerns, Financial institution or Commercial Banks with the mutual consent among partners.
- 6. THAT the assets and properties, if any, purchased from time to time, shall be so purchased and registered in the name of the Partnership firm. If it is necessary to purchase or register such asset or property in the name of a partner or partners due to any reason whatsoever, it shall be authorized by all the partners in writing.





- 7. THAT no partner shall, without the consent in writing of all the partners, transfer, sell, assign or mortgage any asset or property of the Partnership firm.
- 8. THAT the capital of the firm at the commencement and further contribution hereafter by the Parties from time to time shall be such as they may mutually agree.
- 9. THAT the capital of the partners shall bear interest at the rate of twelve per cent per annum. The partners may agree to vary the rate of interest on capital by mutual consent. However, in case of loss or insufficient income, the partners may decide to forego interest on capital.
- 10. THAT on 31st MARCH every year, a proper Profit and Loss Account and a Balance Sheet shall be prepared and the net profit/ loss of the firm shall be distributed among the partners in the following ratio:

i) PRINCE KUMAR SULTANIA :

50% (Fifty Percent)

ii) RAHUL RAMUKA

10% (Ten Percent)

iii) GOURAV KUMAR SANTHALIA:

40% (Forty Percent)

- 11. THAT each of the parties hereto will take an active interest in the carrying out of the Business activities of the firm.
- 12. THAT the parties of the First Part & Second Part shall be the working partner of this firm and shall be engaged in the day to day business activities of the firm and they shall be paid Remuneration or Salary on yearly basis for devoting their time and attention to the activities of the firm on the following basis:

On the First Rs. 3,00,000/- of the Book Profit

Rs. 1,50,000/- or 90% of the book

profit, whichever is higher

On the Balance of the Book Profit

60% of the book profit



The above-mentioned total remuneration shall be divided among the partners in their profit-sharing ratio.

For the purpose of the above calculation, the book profit shall mean the profit as shown by the books without deducting remuneration payable to the partners but after deducting interest payable to the partners on their Capital Account if any

The remuneration payable to the partners shall be credited to their Capital account at the close of the accounting year when final account of the partnership is made up.

In the event of loss or insufficient Profit, the partners will forego all or part of the remuneration payable to them, by mutual consent.

THAT the partners shall be entitled to withdraw any amount during the year from the partnership towards their yearly interest, Remuneration or their Shares of Profit only (Interest, Salary & Share profit) or out of their Capital Account from time to time by mutual consent to the extent of their Capital a/c Balance only

- 14. THAT proper books of accounts of the partnership shall be kept in the normal course at the place or places of profession wherein shall be recorded particulars of all transaction, matters and things relating to the partnership and the partners shall have full and easy access to the books of account and documents at all reasonable times and shall be at liberty to check and to make such extracts there from as they may deem fit or necessary.
- 15. THAT all the expenses and outgoing whatsoever in respect of the said partnership business shall be paid and borne from the gross earning and assets of the partnership firm and if at any time the same be not sufficient to meet the expenses incurred or losses suffered, they will be paid and borne by the partners.



- 16. THAT all the Partners shall pay his separate and private debts relating to his separate business(es) and shall indemnify the other partners and the partnership assets against all proceedings, claims or demand in respect thereof.
- 17. THAT the parties of the First part & Second part shall be the Managing Partner of the firm and they are authorized to Execute and register Sale deed agreement to sale or any other legal deeds and documents and to collect payment on behalf of the Firm.
- 18. THAT no partner in case of any dispute amongst themselves be entitled to lockup the business premises, stop the work in progress, restrict the payment by the department concerned and freeze the Bank Accounts of the firm but everythings will be running smoothly and matter of dispute will be transferred to the arbitrators, one appointed by each partners. Any decision of the arbitrators will be final an binding on the partners of the firm.
 - THAT upon the death/retirement of any of the partners, the firm shall not stand dissolved but shall be continued by the other partner/s. In the case of death of any partner, the other partner may admit the legal heir of the deceased partner as a partner into the firm, provided the legal heir is eligible to be admitted as such.
- 20. THAT in the event of any dispute, or difference of opinion in the matter of interpretation, execution or carrying out the objects and functions of the enterprises, Arbitrators shall be appointed and the arbitrators appointed shall amongst themselves appoint an Umpire. The decision of the arbitrators would be binding on the parties to the dispute. In the event of any difference amongst them, the decision of the Umpire would be final and binding upon all concerned.
- 21. All disputes arising out of this agreement shall be subject to Deoghar jurisdiction only.



- 22. THAT all other matters for which no provision has been made shall be controlled and governed by the Indian Partnership act or any statutory modification thereto.
 - 23. THAT any additions or variations in the terms of the partnership provided herein may be agreed in writing by the parties hereto without drawing up a fresh partnership in that matter.

Signed, Sealed & Delivered At DEOGHAR in the presence of

WITNESSES

1 Pring Kumar Sultania

(PRINCE KUMAR SULTANIA)

PARTY OF THE FIRST PART

2 fabres farme.

2

(RAHULRAMUKA)

PARTY OF THE SECOND PART

(GOURAV KUMAR SANTHALIA)

PARTY OF THE THIRD PART

Notary, Deoghar Court