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SUBIN-JHJH900780440733533959707S

AKASH ADUKIA AND OTHERS

Article 46 Partnership

PARTNERSHIP DEED

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(Zero)

SANTOSH KUMAR JAIN

AKASH ADUKIA AND OTHERS

AKASH ADUKIA AND OTHERS

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(One Hundred only)



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DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made at Ranchi on the 12 day of March, Two Thousand Twenty by and between:-

- 1. Shri Santosh Kumar Jain, aged about 66 years, son of Late Mangi Lal Jain, a resident of BELAIR Apartments, Main Road, Ranchi, in the district of Ranchi, Jharkhand, (PAN:ABQPJ9603B) hereinafter called the "FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successors, executors, administrators, representatives and permitted assignees) of the FIRST PART:
- 2. Shri Raj Kumar Agarwal, aged about 51 years, son of Shri Bithal Das Agarwal a resident of Cozy Corner, Burdwan Compound Lalpur, in the district of Ranchi-834001, Jharkhand, (PAN:ABMPA3576E), hereinafter called the "SECOND PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, representatives and permitted assignees) of the SECOND PART;
- 3. Shri Akash Adukia., aged about 27 years, son of Late Prakash Kumar Adukia, a resident of Exotica Apartment, Gandhi Nagar, Kanke Road, Misirgonda Alias Pahargonda, in the district of Ranchi, Jharkhand, (PAN: ASIPA2348D) , hereinafter called the "THIRD PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, representatives and permitted assignees) of the THIRD PART; and
- 4. Shri Birendra Pradhan , aged about 62 years, son of Late Gouri shankar Pradhan, a resident of Pradhan Mansion, P.O. & P.S. Doranda in the district of Ranchi, Jharkhand (PAN; ACFPP0409D), hereinafter called the "FOURTH PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, representatives and permitted assignees) of the FOURTH PART.

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WHEREAS the parties hereto of the FIRST PART TO THIRD PART have been doing business in partnership under the name and style "M/S ILIKA PROPERTIES" in pursuance of a Deed of Partnership dated 4th April, 2019

AND WHEREAS parties hereto of First, Second and Third parts have agreed to admit Shri Birendra Pradhan as Partner with effect from 12th Day of March

AND WHEREAS the said Birendra Pradhan has signified his intention to join the said partnership with effect from .

AND WHEREAS the parties hereto have mutually agreed to continue in the Partnership with effect from the said 12th day of March on the terms and conditions herein under appearing:

- That the name and style of this partnership shall continue to be `ILIKA PROPERTIES' with the parties hereto as partners thereof and the business of the firm shall be located at 2A, Gel Church Complex Main Road, in the district of Ranchi, Jharkhand State and at place or places with Ranchi as the principal place of business until otherwise decided by the parties hereto.
- 2. That this partnership has been reconstituted and shall be deemed to have been reconstituted on and from 12th day of March and the duration of this Partnership shall be AT WILL.
- 3. That any branch or branches may be opened at any place or places under such name or names as the parties hereto agree upon from time to time.
- 4. That the business of the partnership shall continue to be that of carrying on business of purchase for resale and to trade in land, house and other immovable property of all kinds and descriptions anywhere in India. The firm may engage itself in any other business also as may be mutually agreed upon amongst the Parties hereto from time to time.
- 5. That the capital required for the businesses of the firm shall be contributed and /or procured or arranged by the parties hereto from time to time in accordance with their mutual decision without reference to their share in the partnership.

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6. That the capital or any other amount invested by the PARTIES or any of them in and for the Partnership businesses shall not carry any interest. However, in case the Partners, mutually agree to charge interest on the capital or such other amounts, the rate of interest shall be 12% per annum or the limit fixed under the Income Tax Act, 1961, as prevailing at the relevant time.

Such interest shall be simple interest which shall be calculated and credited to their respective account at the close of the accounting period .Such interest payment shall be a business expenditure debitable to the Profit & Loss Account of the Firm before arriving at the divisible Profit/Loss.

Provided however that the parties hereto may by mutual consent increase or reduce the rate of interest or may not charge any interest in case of inadequacy of the total income of the partnership firm.

- 7. (a) That all the Parties hereto shall work in the partnership firm as workingpartners and they shall be actively engaged in conducting the affairs of the business of the partnership firm. In consideration of their keeping themselves actively engaged in the business of the partnership firm and working as working partners, they shall be entitled to and be paid annual salary / remuneration which shall be computed as hereunder:
 - i) On the first Rs. 300000/- of the book profit or in case of a loss

Rs. 150000/- or at the rate of 90% of book profit ,whichever is more.

ii) On the balance of the book profit At the rate of 60% of the book Profit.

The book profit for the above purpose shall mean the net profit as shown in the profit and loss account of the relevant accounting period before deducting therefrom the aggregate amount of the salary/remuneration paid or payable to the parties hereto

(b) That the total amount of salary/ remuneration, as worked out above shall be divided amongst the parties hereto equally.

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- (c) That the parties hereto may, by mutual consent, reduce the amount of salary/remuneration or may not charge any salary/remuneration in case of inadequacy of the income of the partnership firm.
- (d) That the salary/remuneration payable to the parties hereto shall be credited to their respective capital accounts at the close of the accounting period when final accounts of the partnership are made up.
- (e) That the parties hereto shall be entitled to draw from time to time against the amount of salary/remuneration such amount from the partnership firm by debiting to their respective capital accounts as may be agreed upon by the parties hereto by mutual consent.
- (f) That the salary/remuneration payable to the parties hereto shall be debited to the Profit & Loss Account of the firm before arriving at the amount divisible between the partners.
- 8. That the parties hereto shall share the Profits and/ or Losses in and from the Partnership business as under:-

a) Shri Santosh Kumar Jain.	(FIRST PARTY)	25 %
b) Shri Raj Kumar Agarwal	(SECOND PARTY)	25 %
c) Shri Akash Adukia	(THIRD PARTY)	25 %
d) Shri Birendra Pradhan	(FOURTH PARTY)	25 %
		100 %

- 9. That the partnership firm shall keep and maintain its accounts according to the financial year. The accounts of the partnership shall be made upto and adjusted on 31st March every financial year during the continuance of the partnership firm.
- 10. That the usual and necessary books of account for the partnership business shall be maintained and entries of all transactions relating to the business of the firm shall be made therein. The said books of account and all letters, papers and documents belonging to the firm shall be kept at the principal place of business of the firm or at such other place as may be decided by the parties hereto and shall at all times be open for inspection by any of the parties hereto.

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- 11. That the parties hereto may withdraw from time to time such sum or sums of money from the partnership and in such manner as may be agreed upon by them.
- 12. That the partnership business of the firm shall be managed and conducted by the Parties hereto with joint responsibility. Each of the party hereto shall in the conduct of the business of the firm act as constituted attorney of the other party hereto.
- 13. That the existing bank account of the partnership firm shall be continued for so long as parties hereto deem expedient. Any other bank accounts of the firm may be opened in the partnership name and/ or any other name and shall be operated or shall be closed under the jointsignature of any of the twoout of parties hereto of the first, second, third and fourthpartsor by any other person if duly authorized by all the parties hereto in that behalf.
- 14. That the firm is entitled to borrow money from banks or financial institutions or raise funds from the market for carrying on the business of the partnership firm on such terms and conditions which are beneficial to the partnership firm after the partners unanimously agree to do so and the same shall be binding upon all the partners. However no partner shall raise any loan in the name of the partnership for his/its personal use and in case he/it does so none shall be responsible for the repayments and interest thereon if any.
- 15. That no person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his/its prior consent to act as Partner of the "ILIKA PROPERTIES".

The profit sharing ratio of the incoming partner will be decided as and when any person will come as a new partner in "ILIKA PROPERTIES".

16. That the partnership will be a partnership at will and any of the Parties may retire from the Partnership by giving three months' prior notice in writing to the other partner of his/its intention to do so and the remaining

partners shall continue to be partners of the firm. Such notice, however,

will not be necessary if any of the Parties retires with the consent of the

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17. That on retirement of any Party, the other Parties shall pay the amount found due to the retiring Party from the firm after the adjustment of his/its share of Profit or Loss in the partnership business up to the date of his/its retirement within a period of three months from the date of the retirement. No amount of goodwill shall be paid to the retiring partner. In case, the continuing Parties are unable to pay the same, they may keep the money as a loan on the terms to be mutually agreed amongst

them.

18. That the firm may be dissolved by mutual consent. Any partner may give the other partner not less than two calendar months' notice in writing of his/its intention to determine the partnership and in such an event if the other partners desire to continue the business of the Firm, he will be

entitled to do so and the notice of the dissolution so given by the partner

will be considered as a notice of his retirement as per clause 14 above.

- 19. That on death of a partner, the surviving partner may either:
 - (i) pay the legal heir of the deceased partner the value of his interest and share in the firm as stated in the preceding clause, Or
 - (ii) take the legal heir as partner in place of the deceased with thesame rights and obligations as the deceased partner had,
 - (iii)Dissolve the firm.
- 20. That each partner shall be just and faithful to the other and shall render true accounts and full information of all things concerning or affecting the firm to the other partner or his legal representative.
- 21. That each partner shall pay his separate and private debts and indemnify the other partner and partnership assets against all proceedings, claims or demands in respect thereof.

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- 22. That no partner shall without the consent of the other—
 - (i) assign or mortgage his interest or share in the firm;
 - Dispose of by way of loan, pledge, sale or otherwise, any part (ii) orwhole of the partnership property.
- 23. That all the matters which have not been specifically provided for herein will be guided and decided by the provisions of the Indian Partnership Act, 1932.
- 24. That the parties hereto may by mutual consent add, alter, vary or modify any of the terms of the partnership business.
- 25. That all the disputes or differences arising out of it and connected with the Partnership shall be referred to sole Arbitrator as the parties may mutually agree, in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996.
- 26. That this Deed is executed in quadruplicate and one copy will remain with each of the Party of the First Part, the Party of the Second Part, the Party of the Third Part.

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IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month and year hereinabove written.

Signed and Delivered In the presence of :

Signature of the First Party

1. Damoder Khemief Sto Cale B. P. Khemieg R. By KIMAN AGAIN ON

Burdwan Compound Colpur, Ranchi

Signature of the Second Party

2. Himorehu (Himorehu Dhoat) 5105 overdher Freezand Dhuest Old Hab. Road. Kalfar

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Signature of the Third Party

Signature of the Fourth Party