



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : a37b991fb91d07dd659c

Receipt Date : 02-Dec-2023 11:34:49 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Deoghar

Stamp Duty Paid By : ABHISHEK BHARDWAJ

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : ABHISHEK BHARDWAJ

Second Party Name : VIKASH SHARMA

GRN Number : 2320410247

Abhishek Bhardwaj

Vikash Sharma

VOI No IV
Date 02-12-2023
S.No 816

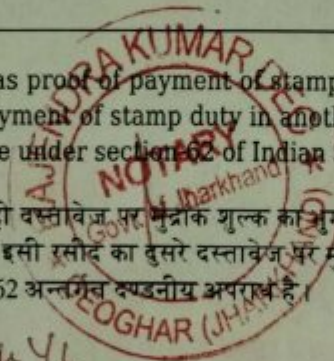
-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section 62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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Date 02/12/2023
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Abhishek Bhardwaj

Vikash Sharma

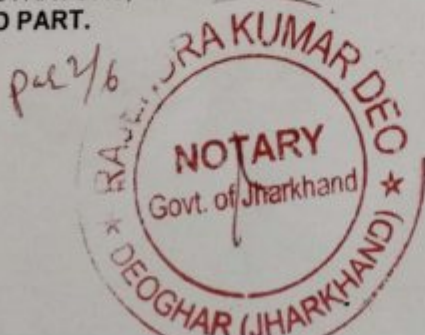
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP MADE ON THIS THE 1st DAY OF DECEMBER, 2023 BETWEEN

1. **ABHSHEK BHARDWAJ** SON OF SRI GOPAL PRASAD SHARMA, AGE ABOUT 36 YEARS, RESIDING AT LAXMINARAYAN BHAWAN, DUMKA ROAD, MANDIR MORE, POST OFFICE, POLICE STATION AND DISTRICT DEOGHAR - 814112, (HEREINAFTER ALSO REFERRED TO AS "FIRST PARTY" WHICH TERM AND EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT INCLUDE EACH OF HIS HEIRS, SUCCESSORS, ADMINISTRATORS, EXECUTORS, NOMINEES AND ALL OTHER REPRESENTATIVES) OF FIRST PART.

2. **VIKASH SHARMA** SON OF LATE ASHOK SHARMA, AGE ABOUT 42 YEARS, RESIDING AT MAHADEVA TARI ROAD, NEAR KRISHI BAZAR SAMITI, BAIJNATHPUR, POST OFFICE, POLICE STATION AND DISTRICT DEOGHAR - 814112 (HEREINAFTER ALSO REFERRED TO AS "SECOND PARTY" WHICH TERM AND EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT INCLUDE EACH OF HIS HEIRS, SUCCESSORS, ADMINISTRATORS, EXECUTORS, NOMINEES AND ALL OTHER REPRESENTATIVES) OF SECOND PART.

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(2)

WHEREAS, THE PARTIES HERETO OF THE FIRST AND SECOND PARTS HAVE AGREED TO CARRY ON THE BUSINESS OF REAL ESTATE, CIVIL CONSTRUCTION & OTHER WORKS AS PARTNERS DEEM FIT ON CO-PARTNERSHIP BASIS UNDER THE NAME AND STYLE OF "**M/S HANSHRUP CONSTRUCTION**" AT AND FROM DEOGHAR TOWN IN TERMS OF AN INSTRUMENT OF PARTNERSHIP EXECUTED BY AND AMONG THEM ON THE **1ST DAY OF DECEMBER, 2023**.

AND WHEREAS ALL OF THE PARTIES HEREWITH THEREON MET AND MUTUALLY SETTLED THE TERMS AND CONDITIONS FOR DUE RECONSTITUTIONS OF THIS FIRM ACCORDING THERETO.

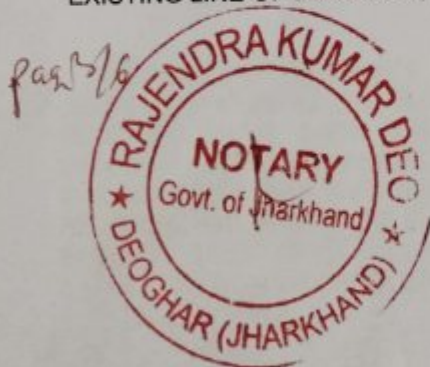
AND WHEREAS IN PURSUANCE THEREOF IT BECAME NECESSARY THAT AN INSTRUMENT OF PARTNERSHIP BE DRAWN AND EXECUTED BY AND BETWEEN THE PARTIES HERETO EMBODYING THEREIN THE SAID TERMS AND CONDITIONS UNDER WHICH THIS PARTNERSHIP BUSINESS IS TO BE CONTINUED AND CARRIED ON AND THEIR RESPECTIVE SHARES THEREIN. NOW THIS INDENTURE WITNESS THAT THE PARTIES HERETO MUTUALLY AND AGREE TO CONTINUE AND RUN THIS PARTNERSHIP BUSINESS UPON AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER MENTIONED:

1. THE NAME AND STYLE OF THIS PARTNERSHIP FIRM AND ITS BUSINESS WILL BE CARRIED UNDER THE NAME AND STYLE OF "**M/S HANSHRUP CONSTRUCTION**" AND ORDINARILY IT SHALL BE CARRIED ON ITS BUSINESS FROM LAXMINARAYAN BHAWAN, DUMKA ROAD, MANDIR MORE, DEOGHAR AT & DISTT. DEOGHAR.

PROVIDED THAT THE PARTIES HERETO MAY AT ANYTIME BY MUTUAL CONSENT OPEN NEW BRANCH(ES) OR OTHER ESTABLISHMENT(S) AT ANY PLACE(S) AND LIKEWISE THEY MAY SUSPEND, CLOSE OR REOPEN ITS BUSINESS AT ANY OF ITS BRANCHES OR SHIFT ANY OF SUCH BRANCH OR ESTABLISHMENT INCLUDING THE HEAD OFFICE TO ANY OTHER PLACE(S) TO SUIT THEIR CONVENIENCE.

2. THIS CONSTITUTION OF THE FIRM SHALL BE DEEMED TO BE EFFECTIVE FROM **1ST DAY OF DECEMBER, 2023** AND SHALL CONTINUE AS SUCH UNTIL ANY OTHER RECONSTITUTION, DISSOLUTION OR OTHERWISE DETERMINATION OF THIS FIRM.

3. THE BUSINESS OF THE FIRM WILL BE OF **REAL ESTATE, CIVIL CONSTRUCTION AND ALLIED WORKS** OR ANY SUCH OTHER BUSINESS. BUT THE PARTNERS, THAT IS THE PARTIES HERETO, MAY BY MUTUAL CONSENT EXPAND, RESTRICT OR EVEN CHANGE THE EXISTING LINE OF BUSINESS, TRADE OR CONCERN AT ANY TIME.



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4. THE PARTIES HERETO WILL INVEST FUNDS TOWARDS THE CAPITAL FOR THE BUSINESS OF THIS FIRM AS COULD BE FEASIBLE BY EACH OF THEM AS RECORDED IN THE ACCOUNT BOOKS OF THE FIRM. THE CAPITAL OF THIS FIRM AT ANY POINT OF TIME WILL BE THE SUM OF THE THEN CREDIT BALANCES AS MAY APPEAR IN SUCH ACCOUNTS IN THE NAMES OF THE PARTIES HERETO.

5. THE CAPITAL INVESTED BY EACH OF THE PARTNERS SHALL CARRY INTEREST AT THE RATE OF **12% (TWELVETH PERCENTUM) PER ANNUM** OR AS PROVIDED IN THE INCOME TAX ACT, WHICH WILL BE CREDITED TO THEIR RESPECTIVE ACCOUNTS IN THE BOOKS OF THE FIRM AND THE SAME WILL BE TREATED AS BUSINESS EXPENSES OF THIS FIRM BEFORE WORKING OUT THE BOOK PROFITS OR LOSSES OF THE FIRM PROVIDED HOWEVER THAT THE PARTNERS MAY VOLUNTARILY WAIVE OR REDUCE SUCH INTEREST BY MUTUAL UNDERSTANDING.

6. EACH OF THE PARTNERS IS ENTITLED TO AND WILL NORMALLY LOOK AFTER AND MANAGE THE BUSINESS AND OTHER AFFAIRS OF THIS FIRM IN THEIR COMMON INTEREST AND TO HIS ABILITY AND SHALL BE JUST AND FAITHFUL TO EACH OTHER IN RESPECT OF ALL TRANSACTIONS AND MATTERS RELATING THERETO. AND IT IS AGREED THAT, IN CONSIDERATION OF THESE WORKING PARTNERS DEVOTING THEIR TIMES, ATTENTION AND/OR SKILLS FOR THE PURPOSE AFORESAID, THEY SHALL BE ENTITLED TO REMUNERATION OR SALARY AS UNDERMENTIONED:

On the first 3,00,000/- of Book Profit : 90% of Book Profit or 1,50,000/-
whichever is more

On the Balance Book Profit : 60% of the Book Profit.

SUCH SALARY RECEIVABLE BY THESE ABOVENAMED WORKING PARTNERS MAY BE DRAWN BY THEM FROM TIME TO TIME OR MAY BE CREDITED TO THEIR REPECTIVE ACCOUNTS AT THE TIME OF YEARLY OR OTHERWISE CLOSING OF THE ACCOUNT BOOKS OF THE FIRM.

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT SUCH REMUNERATION/INTEREST ON CAPITAL SHALL BE SUBJECT TO LIMITATIONS/RESTRICTIONS UNDER THE INCOME TAX LAWS AND/OR ANY OTHER LAWS FOR THE TIME BEING IN FORCE AND THAT CURTAILMENT THEREUNDER, IF ANY SHALL BE IN THE RATIO OF THEIR REMUNERATION SPECIFIED HEREINABOVE.

IT IS ALSO STIPULATED THAT SUCH REMUNERATION OR SALARY TO THE FIRST PARTY AND SECOND PARTY SHALL BE TREATED AS BUSINESS EXPENSES OF THE FIRM BEFORE ARRIVING AT PROVIDED THAT THESE WORKING PARTNERS MAY VOLUNTARILY WAIVE OR REDUCE THEIR SUCH REMUNERATION/SALARY FOR ANY PERIOD BY MUTUAL UNDERSTANDING.

7. THE BOOKS OF ACCOUNTS AND OTHER RECORDS OF THE FIRM WILL BE MAINTAINED AS USUAL AND KEPT IN THE BUSINESS PREMISES OF THE FIRM AND SAME SHALL NOT BE REMOVED FROM THERE UNTIL FOR BUSINESS NECESSITIES OR WITHOUT COMMON CONSENT OF THE PARTNERS WHO MAY ALSO DISPOSE OF BY MUTUAL CONSENT AND IN THE MANNER THEY MAY DEEM FIT AND PROPER ANY OF THE ACCOUNT BOOKS OR RECORDS WHICH MAY BE CONSIDERED UNNECESSARY BY THEM. THE PARTNERS AND EACH OF THEM SHALL ALWAYS BE ENTITLED TO INSPECT, MAKE COPIES AND TAKE EXTRACTS FROM THE ACCOUNTS AND RECORDS OF PARTNERSHIP BUSINESS.



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8. THE FINANCIAL OR ACCOUNTING YEAR OF THE PARTNERSHIP BUSINESS WILL CLOSE WITH THE OFFICIAL FINANCIAL YEAR PRESENTLY ENDING ON 31ST MARCH OF THE CALENDER YEAR AS ON WHICH DATE THE ACCOUNTS WILL BE MADEUP AND NET PROFIT OR LOSS WILL BE ASCERTAINED FOR DISTRIBUTION AMONG THE PARTNERS AS MAY BE NECESSARY.

9. THE PARTNERS WILL SHARE THE NET PROFIT OR LOSS, AS THE CASE MAY BE OF THE PARTNERSHIP BUSINESS, IN FOLLOWING PROPORTION:

ABHISHEK BHARDWAJ	FIRST PARTY	-	50%
VIKASH SHARMA	SECOND PARTY	-	50%

10. THE PARTNERS SHALL BE ENTITLED TO MAKE REASONABLE DRAWINGS FROM THE FUNDS OF THIS FIRM WHICH SUMS WILL BE DULY RECORDED IN THE ACCOUNTS BOOKS OF THE FIRM AND REIMBURSED AT THE YEAR-END FROM THE SALARY, INTEREST, PROFITS AND /OR CAPITAL OF THE RESPECTIVE PARTNERS AS THE CAS MAY BE.

11. EACH OF PARTIES HERETO SHALL PUNCTUALLY PAY DISCHARGE ALL OF HIS PERSONAL DEBTS, TAXES AND OTHER LIABILITIES OF ALL AND EVERY NATURE AND SHALL KEEP THE FIRM AND HIS CO-PARTNERS EFFECTUALLY INDEMMIFIED OF AND FROM THE SAME.

12. THE PARTIES HERETO SHALL BE ENTITLED ALSO TO OPEN BANK ACCOUNT(S) WITH SUCH BANK(S) AS MAY BE CONSIDERED CONDUCTIVE OR NECESSARY BY THEM WHICH WILL BE OPERATED ON. CHEQUES, AND ALL OTHER NEGOTIABLE INSTURMENTS WILL BE DRAWN, ISSUED, ENDORSED, ACCEPTED AND DISCOUNTED AND ALL WORKS' NECESSARY THERFORE WILL BE DONE BY ANY TWO OR ANY ONE OF THEM AS MAY BE MUTUALLY SETTLED BY THE PARTIES HERETO FROM TIME TO TIME.

PARTNERS BY COMMON CONSENT MAY LIKEWISE HAVE ANY OTHER OVERDRAFT OR LOAN ACCOUNT(S) OF ANY NATURE OPENED WITH ANY BANK(S) BODY(IES) OR PERSON(S) AND OPERATE THE SAME IN SUCH MANNER AS MAY BE SETTLED BY AND BETWEEN THE PARTNERS FROM TIME TO TIME. THE PARTNERS MAY ALSO AUTHORISE BY MUTUAL CONSENT ANY OTHER PERSON(S) TO OPERATE ANY OF THE AFOREMENTIONED ACCOUNTS ON BEHALF OF THE FIRM.

13. THE PARTNERSHIP SHALL BE "AT WILL" BUT IT SHALL NOT DISSOLVE BY DEATH OR ANY OTHER INVALIDITY OF ANY OF THE PARTNERS.

IN WHICH EVENT THE SAME SHALL CONTINUE AS BETWEEN THE PARTNERS AND THE LEGAL HEIR OR REPRESENTATIVE OF THE DECEASED OR INVALID PARTNER AS THE CASE MAY BE UNTIL OTHERWISE DETERMINED OR DISSOLVED. IN CASE ANY PARTNER DESIRE TO RETIRE OR DISSOLVE THIS PARTNERSHIP HE SHALL GIVE TWO MONTHS PRIOR NOTICE TO HIS CO-PARTNER OF SUCH INTENTION WHEREUPON THE PROCESS OF DISSOLUTION WILL BE COMPLETED IN DUE COURSE.

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14. THE PARTIES HERETO MAY WITH MUTUAL CONSENT IN WRITING OR OTHERWISE AMEND, ALTER OR CANCEL ANY OF THE FOREGOING ARTICLES OR ANY OTHER AGREEMENT WHICH MIGHT HAVE BEEN REACHED BY THEM EXCEPT THEIR SHARE RATE IN PROFITS OR LOSSES AND LIKEWISE THEY MAY AGREE TO ANY NEW TERMS AND CONDITIONS AS MAY BE DEEMED NECESSARY. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT WHERE ANY ACTS, DEEDS OR THINGS HAVE BEEN DONE BY THE PARTIES HERETO WITHOUT ANY WRITTEN OR EXPRESS AGREEMENT THEN IN ABSENCE OF ANY DOCUMENTS TO THE CONTRARY IT SHALL BE DEEMED TO HAVE BEEN DONE BY IMPLIED COMMON CONSENT OF THE PARTIES HERETO.

15. IN CASE OF ANY DISPUTE OR DIFFERENCE ARISING BETWEEN THE PARTNERS EITHER IN THE INTERPRETATION OF THESE PRESENTS OR ANY OTHER MATTER TOUCHING THE RIGHTS AND LIABILITIES OF THE PARTNERS EITHER CONTINUANCE OF THIS FIRM OR AFTER IT HAS CEASED TO FUNCTION OR ANY OTHER MATTER RELATING TO THIS FIRM SUCH DISPUTE OR DIFFERENCE SHALL NOT BE TAKEN TO ANY COURT BUT SHALL HAVE TO BE REFERRED TO ARBITRATION OF EITHER A SOLE ARBITRATOR OR TO SEVERAL ARBITRATORS ONE TO BE APPOINTED BY EACH OF THEM AND THE AWARD OF THE SOLE ARBITRATOR OR MAJORITY- AWARD OF THE SEVERAL ARBITRATORS OR THE DECISION OF AN UMPIRE APPOINTED BY THE SEVERAL ARBITRATORS BEFORE ENTERING INTO ARBITRATION AND TO WHOM THE MATTER WILL HAVE TO BE REFERRED IN CASE OF TIE IN THE OPINIONS OF THE SAID SEVERAL ARBITRATORS SHALL BE FINAL AND BINDING UPON THE PARTIES HERETO SAVE AS PROVIDED HEREINABOVE THE LAW OF ARBITRATION FOR THE TIME BEING IN FORCE SHALL BE APPLICABLE TO SUCH MATTERS.

16. SAVE AS PROVIDED IN THESE PRESENTS THE PROVISIONS OF THE LAW RELATING TO SUCH PARTNERSHIP FIRMS FOR THE TIME BEING IN FORCE HERE SHALL APPLY TO THIS FIRM ALSO.

IN WITNESS WHEREOF THE PARTIES HERETO SET AND SUBSCRIBE THEIR RESPECTIVE SIGNATURE TO THESE PRESENTS ON THE DAY MONTH AND THE YEAR FIRST-ABOVE-WRITTEN IN PRESENCE OF THE UNDERSIGNED WITNESSES.

Abhishek Bhardwaj

SIGNED AND DELIVERED BY **ABHISHEK BHARDWAJ**
FIRST PARTY ABOVENAMED IN THE PRESENCE OF

Rohal Kumar Bhatra
OF
(WITNESS)

Vikash Sharma

SIGNED AND DELIVERED BY **VIKASH-SHARMA**
SECOND PARTY ABOVENAMED, IN THE PRESENCE OF

Satyam Kumar
OF
(WITNESS)



R. K. DEO
NOTARY DEOGHAR