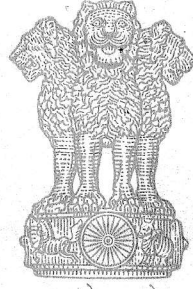


भारतीय गैर न्यायिक

एक सौ रुपये

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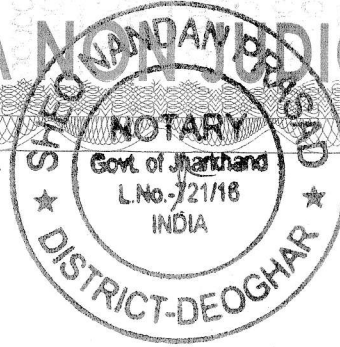
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ONE
HUNDRED RUPEES

भारत INDIA

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D 236077

DEED OF PARTNERSHIP

This deed of Partnership is made at Deoghar on this 17th day of January..... 2018

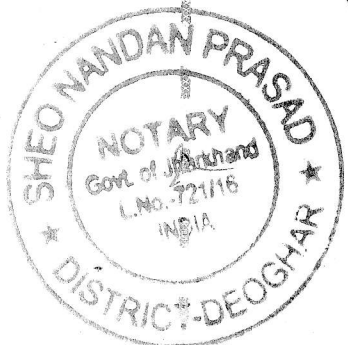
Between

✓ **Sri Umakant Choudhary S/o Late Jai Narayan Choudhary R/o**
Asha Niwas Mohalla-Belabagan Near Hotel Lord Shiva, Deoghar, P.O. B.Deoghar, P.S. & Dist-Deoghar (Jharkhand) hereinafter called the PARTY of the FIRST PART. Aadhar No. 2674 2773 8336

AND

✓ **Smt. Kavita Choudhary W/o Sri Umakant Choudhary R/o**
Mohalla-Belabagan Near Hotel Lord Shiva, Deoghar, P.O. B.Deoghar, P.S. & Dist-Deoghar (Jharkhand) hereinafter called the PARTY of the FIRST PART. Aadhaar No. 6431 1697 7160

✓ WHEREAS, the firm under the name & style of **JAI INFRASTRUCTURE & DEVELOPERS** established and already formed on 12.01.2015 Now they decided to make the agreement in writing.



Uma Kant Choudhary
कविता चौधरी

Book No. II S.L. No. 1091
Dated 17-01/18 Sign S.N.Prasad

Page 1/1
17/01/18

WHEREAS, The parties hereto have further considered it's desirable and expedient to execute a written instrument of constituted partnership embedding the terms and conditions already settled before and agreed upon amongst themselves.

NOW THIS INDETURE WITNESS AND IT IS HEREBY AND DECLARED BY AND BETWEEN THE PARTIES WHEREAS FOLLOWS:-

1. **NAME** : The parties hereto agree to establish a business of Construction & Development in PARTNERSHIP under the name & style of **JAI INFRASTRUCTURE & DEVELOPERS** or any other name, mutually decided by the parties on the terms and conditions hereinafter mentioned.
2. **OFFICE** : The Head Office of PARTNERSHIP shall be situated at Mohalla-Belabagan Near Hotel Lord Shiva, Deoghar, P.O. B.Deoghar, P.S. & Dist-Deoghar (Jharkhand) with its branches at such places as may be agreed to in future by the parties hereto.
3. **DURATION**: This PARTNERSHIP has commenced on and from the 12.01.2018 and shall be a Partnership at will.
4. **BUSINESS**: The business of the partnership shall be to carrying on the business of **Construction, Developers**.
5. **CAPITAL FUND**: The capital required for the business of the partnership shall be provided or arranged by the Parties as per ratio 50:50 to the business needs in such manner and on such terms as interest or otherwise as would be mutually agreed upon.
6. **ACCOUNTS** : Usual books of accounts in respect of the Partnership shall be maintained and kept at the places of business of the partnership or at such other place or places and in such script and under such system of accounting as the parties hereto may agree upon from time to time. Each of the partners shall be entitled at all reasonable times to inspect the books of accounts and other documents of the Partnership and

Usha Kant Choudhary
-कान्त चौधरी



✓ to take copies and extracts there from. The accounting year of the partnership shall be the financial year ending on 31st March Every year. The same may be changed by the consent of the parties hereto. Within six months of the close of every accounting year. The annual accounts will be made drawn, settled by the parties, such accounts when so drawn will be deemed to the same or any or part there of save for any error or commission that may be manifest on the face of it.

✓ 7. **SALARY OF PARTNERS** : All the working Partners are entitled to withdraw Salary up to Rs. 10000/- (Ten thousand) only per month. It may be decreased depending upon the profitability of the firm. The salary may be increased after suitable amendments in the Partnership Deed.

✓ 8. **SHARES** : The parties hereto shall share balance, profit & loss of the Partnership business after providing Interest & Salaries to the partners as follows:

1.	Sri Umakant Choudhary	The party of the First party	50%
2.	Smt. Kavita Choudhary	The party of the Second party	50%

✓ 9. **DISTRIBUTION OF PROFIT AND/OR LOSS** : After the finalization of the accounts of any year the partnership shall pay profit after adjusting all drawing made by the partners respectively, according to their shares and in case there by any loss, then the same shall be borne by in parties according to their shares. The parties shall pay to partnership such losses coming to their respective shares, provided that such portion of the profits of any year be retained by the partnership for meeting contingencies or for meeting the Income-Tax liabilities as may be agreed upon. Further that instead of making or receiving payment the partners accounts may be debited or credited with the amounts of the profits and losses determined as aforesaid.



Uma Kant Choudhary
-दीर्घात-अंतर

✓ 10. **DRAWINGS** : The Partners may draw such sums from the Partnership as may be mutually agreed upon.

✓ 11. **BANK OPERATION** : The Banker of the partnership shall be such Bank as the Parties may from time to time agreed Bank Account shall operate by **1st Party Umakant Choudhary** singly or any other person duly authorized by the partners shall be entitled to Operate Accounts on behalf of the firm. Bank accounts of the firm will be such Bank as decided by the both Party receive payments, make endorsement draw and accept negotiable instruments, hondies bills any other person or persons may be authorized to exercise such powers as may be decided by the partners.

✓ 12. The firm as mutually decided by both partners shall from time to time at their discretion borrow, raise or secure payment of any money for the purpose of the firm, From any person, firm commercial bank or financial institution in such manner and on such terms and conditions as agreed upon by the parties and if required mortgage the assets of the firm both movables and immovable towards the procurements of loan from such institution.

✓ 13. **RIGHTS AND DUTIES OF THE PARTNERS:**

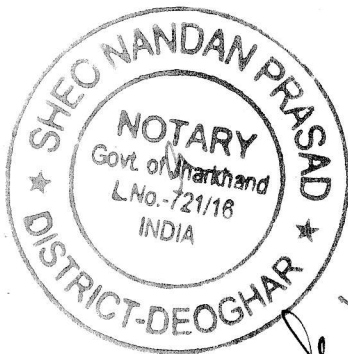
A) The partners shall promote the business to the best of their abilities.

B) Each Partner shall punctually pay his separate debts.

C) Each Partner shall pay all moneys, cheques and negotiable instruments received by him in the account of the firm, and;

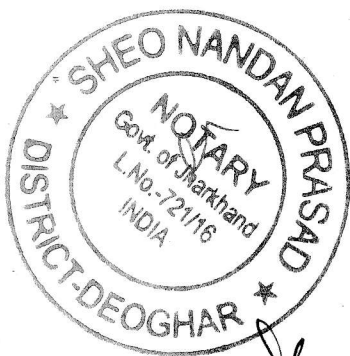
D) Each Partner will be just and faithful to one another and to the firm in discharging their duties for the best interest of the business.

✓ 14. **NEITHER PARTNER SHALL WITHOUT THE CONSENT OF ALL OTHER PARTNERS :**



Umakant Choudhary
-अभात चौर

- ✓ A) Lend any of the money and deliver upon credit any of the goods of the firm to any person or persons whom the other partners shall have previously forbidden him.
- ✓ B) Give any securities or premises for payment of money or account of the firm except in the ordinary of its business.
- ✓ C) Knowingly do or cause to be done anything whereby the partnership property may be endangered.
- ✓ D) Mortgage or change his or her shares in the properties of the firm Draw, accept or endorse any bills of exchange or promissory notes on accounts of the firm save in the ordinary course its business.
- ✓ 15. All matter relating to the managing of objects, change name and/or adoption of other names and objects or opening closing of branch office, shifting of the partnership and otherwise may desire.
- ✓ 16. **GOODWILL:** The goodwill of the firm shall remain with partners of the firm and its heirs and assigns jointly only.
- ✓ 17. **ADMISSION OF PARTNERS:** It can be admitted with the consent of all the parties.
- ✓ 18. In the case of death of any partner the firm will not be dissolved whereas it will convert as follows:-
- a) In case of the death of the any parties, his legal heirs, successors or assignee will be taken as partner.
- ✓ 19. The Partners may be mutual consent vary any of the terms and conditions of this DEED by executing an agreement for the same and without executing a fresh Partnership Deed and in such event, this stand modified to that extent.
- ✓ 20. **ARBITRATION :** All disputes and differences by and between the parties hereto and/or the heirs and legal representatives



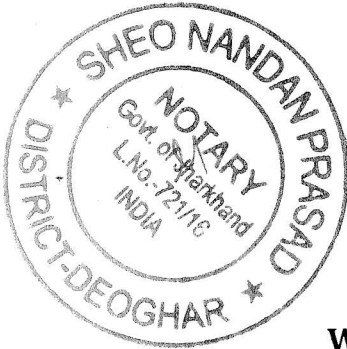
Uma Kant Choudhary
बिपिन कुमार

shall be referred to the arbitration. The first arbitrator will be Guardians of the First & Second part of the Partnership. The Arbitrator will be as agreed upon by the partners hereto and the award made by such arbitrator shall be final and binding on the parties hereto and their respective heirs and to the arbitration for the time binding in force.

21. That the business of the firm will be carried on by all the Partners of the firm. All the Partners shall be honest, diligent and shall carry on the business to the best of advantages of the Partnership firm individually.
22. That firm any raise money from market as loans. It is free to raise money through commercial bank. If the fund will be required it will be duty of the partners to obtain from their personal sources and given to the firm as their addition to the capital.

a. That for the matter not provided for above, the provisions of the Indian Partnership Act, 1932, as amended from time to time shall apply.

IN WITNESS WHERE OF the parties here to have here up to set and subscribed their hands on these presents on the day, month and year first mentioned herein above.



Witnesses

Shona Kant Choudhary
Signature of 1st Party

कविता चौधरी
Signature of 2nd Party

Drafted by me

[Signature]
17/1/12
Adv Deoghar

NOTARY
[Signature]
17.1.12
Sheo Nandan Prasad
Dist. Deoghar (Jharkhand)