

Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: f918049ea86724588f98

Receipt Date: 31-May-2022 10:36:14 am

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: EastSinghbhum

Stamp Duty Paid By: ANSHU AGARWAL

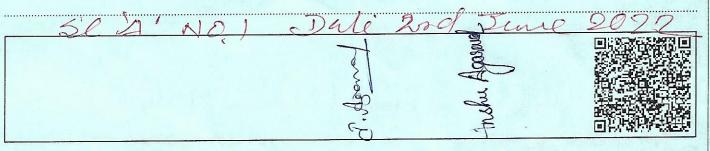
Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: JAGDISH AGARWAL

Second Party Name: ANSHU AGARWAL

GRN Number: 2211456780

-: 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 किही कॉर्पी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनयम, 1899 के आरेष 62 अन्तर्गत दण्डनीय अपराध है।

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DEED OF PARTNERSHIP

THIS DEED of Partnership is made at Ghatsila . on this 31st day of May 2022 by and between Jagdish Agarwal aged about 37 years, son of Bala Prasad Agarwal resident 133

Nuwagram ,ghatsila East Singbhum



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about **35years**, wife of Jagdish Agarwal resident of 133 nuwagram Ghatsila East Singbhum, Jharkhand (Hereinafter to be called the Second Party).

The parties to this deed has proposed to carry on the business of Civil Contractor, Building Construction including commercial and residential apartments and trading of building materials and items, Retail supply of Goods, Education Service, Medical Services and IT Services under the name and style of M/s. Nayansh Construction with its principal place of business at 133 Nuwagram Ghatsila East Singbhum 832303 Jharkhand on the terms and conditions incorporated in this Partnership Deed.

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

- That the partnership business has been and shall continue to be carried on under the name and style of M/s. Nayansh Construction.
- 2. That the partnership business shall continue to be that of to carry on a variety of business activities such as construction. Facilities Management, Consulting, Restaurant, Wholesale and Retail supply of Goods, Education Service, Medical Services and IT Services with its principal place of business at 133 Nuwagram Ghatsila East Singbhum Jharkhand. The parties by mutual consent may carry on the Misbusiness at such other place or places, in such other name or names and of such the proper from time to time.

- 3. That the capital shall be contributed by each partner in cash. A separate Capital Account shall be maintained for each partner. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners.
- 4. That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.
- 5. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.
- 6. That Jagdish Agarwal and Anshu Agarwal the parties of the First and Second parts, have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

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- 7. The remuneration payable to the said working partners shall be computed keeping in mind the provisions of section 40(b)(v), read with Explanation 3 of the IncomeTax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. That the remuneration payable to the partners shall be calculated as given below:
 - a) In case of Profit
 - a. On first Rs. 3 Lakhs of book profit Rs. 1,50,000 or 90% of book profit, whichever is more
 - b. On the balance of the book profit 60% of book profit.
 - b) In case of Loss, Rs. 1,50,000/Such amount of remuneration shall be distributed between the said working partners in the following proportion:
 - a) Jagdish Agarwal 50% of such amount
 - b) Anshu Agarwal 50% of such amount

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner, or partners.

- 8. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.
- 9. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other

matters as is usually done and entered in the books of account kept by persons

engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

- 10. That the partnership has been and shall be a partnership at will.
- 11. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time, to time, shall be divided and distributed amongst the partners in the following proportion:

Sr. No.	Name of Party	Share in Profits
1.	Jagdish Agarwal	50%
2.	Anshu Agarwal	50%

The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

12. That the bank account or accounts shall be maintained in the name of the firm and shall be operated singly or jointly by the partners.

profit or loss after deducting all expenses, interest, remuneration outgoings shall be

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divided between the parties in proportion to the sharing ratio referred to hereinabove.

- 14. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall be dissolved.
- 15. Upon the determination of the partnership however caused, subject to the provisions of clause 13 hereof a full and general account shall be taken of all the assets, credits, debts and liabilities of the partnership and all transactions and dealings thereof and such assets and credits of the partnership shall be sold, realized and got in with all convenient speed and the proceeds thereof applied in paying and discharging the debts and liabilities of the partnership and expenses incidental to the premises and the winding up of the partnership affairs and the balance remaining thereafter shall be applied in paying to each partner unpaid profits which may be due to him and his share of capital of the partnership and the balance, if any, of such proceeds shall be divided between the partners in proportion with their respective shares in the profits of the partnership. The partners respectively shall execute, do and concur in all necessary or proper instruments, acts, matters and things for effecting or facilitating the sale, realization and getting in of the partnership assets and credits and due application and division of the proceeds thereof and for their mutual release or indemnity or otherwise.

16. That with respect to any matter connected with the affairs of the firm, which is not SHOLA NATH MISISPECIFICALLY provided for herein, the partners may make such agreements therefor

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and may set in such manner with regard thereto as may be agreed upon by and between themselves.

- 17. That if the partners deem proper and, in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.
- 18. That the partners to this deed are partners in their individual capacity styled as M/s. Nayansh Construction.
- 19. The parties do not represent any other person.
- 20. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.
- 21. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed

and such deed when executed shall have effect unless otherwise provided from the

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first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

22. All disputes and questions whatsoever which shall either during the subsistence of the partnership or after wards arise between the partners or between one or more of them and the legal representatives of other or other or between their respective legal representatives touching this deed or the construction or application thereof or any clause or thing herein contain or any account, valuation or division of assets, debts or liabilities to be made hereunder or as to any other matter in any way relating to the partnership business or the affairs thereof or the rights duties or liabilities of any person under this deed shall be referred to the arbitration of a Single Arbitrator in case the parties agree upon one otherwise to two Arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Indian Arbitration Act, 1940 or any statutory modification or re-enactment thereof for the time being in force.

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

Anshy Agarwal

22 Advocate Who Known to me

Knishma Sharma

NOTARY