



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

Receipt Number: 063caa13d8a8ada51cdd

Receipt Date: 09-May-2022 01:59:27 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Cnly

Document Type : Partnership

District Name : Dhanbad

Stamp Duty Paid By: RAJNEESH KUMAR SINHA

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: RAJNEESH KUMAR SINHA

Second Party Name: VISHAL KUMAR

GRN Number: 2211185978

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

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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 भूगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भूगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



DEED OF PARTNERSHIP

This DEED OF PARTERSHIP made this the 9th May day of May 2022 by and among:-

- 1. RAJNEESH KUMAR SINHA, S/O Sri Umesh Chandra Prasad, Residing at 220/H, Bank Colony, A.P. Colony, Near Gango Bigha, Dist-Gaya, (Bihar) here in after called and referred as the party of FIRST PART, Which expression shall unless excluded or repugnant to the context be deemed to mean and include his heirs, executors, administrators, assigns and legal representatives etc of the First Part.
- 2. VISHAL KUMAR S/O Sri Shyam Lal Yadav, Residing at Riverside, H. No - 95D, Gandhi Nagar, Dist: Dhanbad, (Jharkhand) hereinafter called and referred as the party of SECOND PART, Which expression shall unless excluded or repugnant to the context be deemed to mean and include his heirs, executors, administrators, assigns and legal representatives etc of the Second Part.

WHEREAS the parties hereto desire to commence and carry on the business in partnership and whereas the parties desire to reduce to writing the terms and conditions under which they have agreed to carry on business in partnership and it is hereby mutually agreed between the parties that they shall carry on the business in partnership upon terms and conditions hereinafter contained viz.

a) THAT the partnership firm shall continue under the name and style of M/S Al REALTECH carrying on Construction of Building as a Developer, Promoter, Plotter and Government Contractor.

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- b) THAT the Head Office at present located at Kolakuşma, Flat No B, Situated at Mouza Kolakusma, Mouza No - 12, Dist-Dhanbad, (Jharkhand). The Partners can also change the places of its offices and can also extend business in any other cities as and when deemed fit and if agreed upon by the partners in writing.
- c) That the partnership is a PARTNERSHIP AT WILL terminable at the opinion of any of the partners by giving three month's notice to the others or leaving such a notice at the principal place of the business. But the formality of a notice may be waived if the firm is dissolved at any time with the mutual consent of all the parties.
- d) THAT the capital of the partners shall be as per their respective credit balance in the books of the firm. They may arrange further capital according to their convenience. They may arrange loans and advances at reasonable rate of interest on such terms as may be decided by them from time to time.
- e) THAT the partners shall carry on the business of the firm to the greatest common advantage be just and faithful to each other and render true and accurate accounts and full information of all things effecting the firm to each other.
- f) THAT the financial year i.e, 1st April to 31st March shall be accounting year of the firm. The partners may be mutual consent change the accounting year of the firm on any date and ending on any date.
- g) THAT at the end of each accounting year either on the 31st March each year or on such other date or dates as may be found convenient by the partners from time to time, the accounts shall be adjusted and closed and the Profit and Loss determined after providing for all

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outgoing expenses and such net profit or loss of the firm shall be divided among the partners in the following proportion:

RAJNEESH KUMAR SINHA

50%

2. VISHAL KUMAR

50%

- h) THAT the Books of Accounts as considered necessary by the partners will be regularly maintained and kept at the place or places of business which will be open to inspection by the partners or through their authorized representative during business hours. Each partner or his authorized representative shall be entitled to take copies of extracts from the accounts books but no partner shall remove the account books from business place or places without the consent of the other partners in writing.
- i) THAT each partners according to his convenience will carry on the business of the firm on behalf of all the partners to the best advantage of the partnership. The partners may authorize or appoint in writing other partner or other person to manage the business of the partnership.
- j) THAT the partners shall be entitled to get interest on their capital@ 12% P.A. maximum or as decided by the partners from time to time subject to the availability of the net profit after remuneration to working partner and party of second part acting as working partner shall be entitled to remuneration of Rs. 20,000/- P.M. maximum as remuneration subject to the availability of the net profit or otherwise decided by the partners but the partners shall always be allowed to draw a reasonable



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- amount as may be mutually agreed for meeting their personal expenses.
- k) THAT the parties here to may open and operate bank accounts in any banks in the name of the firm and draw, endorse and negotiate cheques bill of exchange and other negotiable instruments in the name of the firm and also to give valid discharge on payments received on behalf of the firm. Such bank accounts shall be operated by First, Part Only ie RAJNEESH KUMAR SINHA.
- THAT the first party is further authorized to appoint and authorize any counsel, attorney or any person to defend or prosecute or file suits, appeals and applications for and on behalf of the firm in the manner necessary and advantageous to the firm.
- m) THAT each partner shall promptly and punctually pay his private and separate debts and shall always keep free from all charges the other partners and the assets of this partnership against the same.
- n) THAT none of partner in the case of any dispute among them shall be entitled to look up the business premises Godown, Office, Depot of the partnership and shall not be entitled to close the business or freeze the bank accounts of the partnership. In case any of the partners does so, he shall be liable and responsible for his such activities. In case any partner retires from the partnership he shall have no claim on goodwill of the firm.
- o) THAT each partner shall indemnify the firm for any loss caused by his acts or fraud in the context of the business of the firm.



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- p) THAT no partner will during the continuance of the partnership do any of the following acts, except with written consent of the other partners:
 - A) Apply the partnership funds in speculative transactions.
 - B) Acknowledge any debts so as to extend the period of limitation against the firm.
 - C) Admit a liability against the firm.
 - D) Compromise or refer to arbitration any suit or proceeding

between Partnership firm and a third party.

- E) Assign or mortgage or transfer his/her share in the partnership firm.
- q) THAT the partnership is a partnership at will and it shall not be dissolved on the death of any of the partners in the firm. Upon the death of any of the partners his legal heir or heirs, executors, administrators or representatives will be deemed to have been admitted into partnership in place of deceased partner and the partnership shall stand so reconstituted ipso-facto.
- r) THAT if any partner desire to retire from the partnership firm, he shall have to give three months notice in writing to the other partners of his intention if so doing and in such event the partner giving such notice shall have to take out his interest from the partnership and retire without demanding any dissolution of the partnership firm that is to say that if a partner is no longer willing to continue to be a partner in partnership firm, he will always be at liberty to retire from the partnership by giving three months prior notice to the other partners and the remaining partners in such

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event shall always be at liberty to pay back the amount of capital standing to his credit on such date of retirement and to continue the business of the partnership with full advantage of the goodwill of the partnership firm and its name and style. The formality of a notice may be waived on mutual consent of the parties.

- THAT first party hereby explicitly authorized to sign S) any agreement and/or negotiate with anybody. Corporate or Individual, or with any firm, persons or company on behalf of the firm and such agreements or contracts shall be fully binding on the firm and may appoint his attorney or agent to look after the affairs of the partnership or for other purposes, matters or things.
- THAT if any interest of the firm, admission of new t) partner or partners be deemed advisable, the partners reserves their right by mutual agreement in writing to admit one or more partner or partners into the firm on such terms and conditions as may then be agreed upon mutually by the amongst the parties hereto. Further, on the admission of new partner or partners, all the existing partners shall sacrifice proportionately to the sharing profit or losses of the new partner or partners.
- THAT the partners shall punctually and regularly pay u) their individual debts and indemnify the firm and keep it and the assets of the firm protected and free from any legal preceding attachments etc. in respect of the individual debts of the partners.
- THAT the partners hereto shall always be at liberty to V) change, alter and modify and of the terms, conditions and covenants of his partnership by mutual consent in writing shall be deemed part and parcel of DEED.

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- THAT all the dispute arising in the conduct of the W) partnership business of the firm in between the partners and originating either in the construction or interpretation of the term or terms of his partnership deed or otherwise during the subsistence of this partnership deed or thereafter shall be settled by reference to the arbitration and each of the parties hereto shall appoint or nominate one arbitrator and such reference will be governed by the provisions of the INDIAN ARBITRATION ACT, 1940 and the award given by the Arbitrators shall be final and binding on all parties.
- That all matters not specifically mentioned herein the relationship of the partners shall be governed by the provision of the Indian Partnership Act, 1932.

IN WITNESS WHEREOF THE PARTIES hereto do here-in-to set and subscribe their respective hands, seal and signature on the day, month and year first above written.

SIGNATURE OF THE PARTNERS

RAJNEESH KUMAR SINHA

VISHAL KUMAR

Identified by Mynpre CAdry 10/05/2022



Urs 297 (1) (C) of the Cr. P.C. 1973 Act. No. 11 of 1947) & uts (8) (1)





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भारत सरकार Government of India



विशाल कुमार Vishal Kumar जन्म तिथि/ DOB: 01/06/1992 पुरुष / MALE



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मेरा आधार, मेरी पहचान

