

Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 414cd6729ed720947d46

Receipt Date: 12-May-2022 11:52:00 am

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

Document Type: Partnership

District Name: EastSinghbhum

Stamp Duty Paid By: BABA SHYAM PROMOTER AND

DEVELOPER

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: BABA SHYAM PROMOTER AND

DEVELOPER

Second Party Name : NA

GRN Number: 2211228462

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

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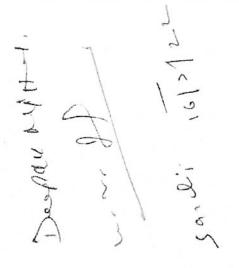


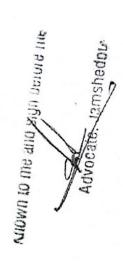
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This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian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

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





DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed on this the 16th Day of May, 2022 Among:

- Sri Deepak Mittal S/o Sri Shanker lal Mittal, Resident of Mittal Niwas, Govind Nagar, P.O. Kadma, Jamshedpur, Dist. - East- Singhbhum, Jharkhand-831005. (Hereinafter called the 1st party)
- 2. Sri Kamal Kishore Agrawal, S/o Late Rameshwar Prasad, Resident of House No. 128, M. E. School Road, Jugsalai, Jamshedpur, Dist. East-Singhbhum, Jharkhand-831006. (Hereinafter called the 2nd party)
- Sri Sandeep Murarka, S/o Late Purushottam Das Murarka, Resident of 103, J.R. Apartment, Marwari Para Road, Jugsalai, Jamshedpur, Dist. - East- Singhbhum, Jharkhand-831006. (Hereinafter called the 3rd party)

The Party of the First Part, Second Part and Third Part hereinafter collectively referred to as the "Parties".

WHEREAS the above parties wanted to start Business of Real Estate including purchase and sale of land & properties, construction/development of residential and commercial spaces and/or any other similar line of business in partnership in the name and style of M/S BABA SHYAM PROMOTER AND DEVELOPERS on certain terms and conditions mutually agreed upon.

AND WHEREAS the aforesaid parties hereby desire that the terms and conditions upon which the partnership firm will run be reduced to writing to do away with the avoidable disputes and misunderstandings in future.

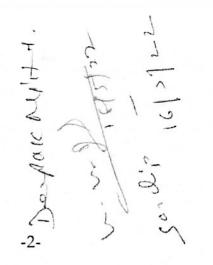
NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

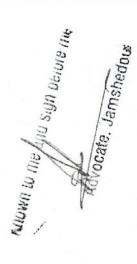
That the partnership firm will be run under the name and style of M/S BABA SHYAM PROMOTER AND DEVELOPERS, and the principal place of business/office will be at Plot No. 245 & 246, First Floor, Naya Bazar, Near Hatt Bazar, Jugsalai, Jamshedpur- 831006, Dist. Singhbhum (East), in the state of Jharkhand and/or at such other place or places, as shall be agreed by the majority

of the pertners from time to time.

MEHEDPUR SINGHBHUM

ESHThat the firm shall be deemed to have commenced on and from 16.05.2022.





- 3. That the business of the partnership firm will be of Real Estate including purchase and sale of land & properties, construction/development of residential and commercial spaces and /or any other similar line of business' as the partners may mutually decide.
- 4. That the capital required for the business shall be contributed and/or arranged by the partners here of mutually which shall carry interest as per Rules. The Partners may arrange additional working capital by borrowings from financial Institutions, Banks and outside parties as the case may be.
- 5. That the immovable properties purchased by firm shall be clear, marketable and free from all encumbrances.
- 6. That all the partners shall be the working partners and shall be entitled for the payment of maximum remuneration as under:

i) On the First 3,00,000 of the Book Profit or in case of a loss : Rs. 1,50,000 or at the rate of 90% of the Book Profit which ever is more.

ii) On the Balance of the Book Profit

: At the rate of 60%

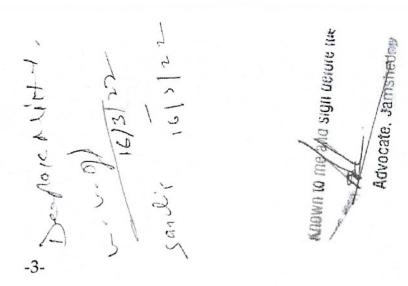
That the minimum Monthly remuneration for the partner shall be as under:-

Deepak Mittal (Party of the First part) Rs. 25000/-Kamal Kishore Agrawal (Party of the Second part) Rs. 12500/-Sandeep Murarka (Party of the Third part) Rs. 12500/-

The remuneration on mutual consent of the partners may be reduced or enhanced keeping in view the availability of profit and also the provision of Income Tax Law then prevailing, and the remuneration shall be credited to the partner's capital account in the ratio as mentioned in Clause-7 at the close of the accounting year.

7. That the Share of the partners in the Profit and Losses of the Partnership shall be as follows: -

Deepak Mittal (Party of the First part) 50% Kamal Kishore Agrawal (Party of the Second part) 25% Sandeep Murarka (Party of the Third part) 25%



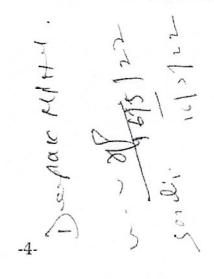
- The partners shall be entitled to interest at the rate as may prescribed under Section 40 (b) (v) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in respect of the Income Tax Assessment of the Partnership Firm for the relevant accounting period or at the lower rate 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 accounts of the partners as on the first day of the financial year. Such interest shall be considered as an Appropriation of profit of the Firm and shall be debited to the profit and Loss Account of the Firm before arriving at the divisible Profits and Losses.
- 9. That the books of Accounts shall be maintained and the same shall be closed on 31st day of March, every year. Soon after the close of accounts Profit and Loss statement shall be prepared and profit and losses as the case may be shall then be divided as indicated in clause 7 of the deed and each part shall be placed to the capital Account of the respective partners.
- 10. That the Bank account will be opened in the name of the firm and shall be operated jointly by any of the two partners thereof and/or by the Authorized Person, on the mutual consent of all the partners.

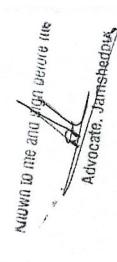
Addition of a New Partner

- That the terms of the Partnership maybe modified, altered, or added to from time to time as maybe mutually agreed upon, new partner/partners may be taken into partnership on the terms and conditions as maybe mutually agreed upon in writing.
- 12. The contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution as decided by the existing partners.

Rights of Partners

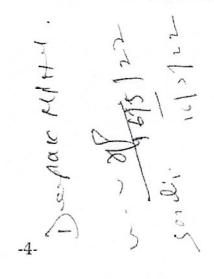
- All the partners hereto shall have the rights, title and interest in all the assets and properties in the said firm in the proportion of their contribution only.
- 14. Every partner and their authorized representative have a right to have access to and to inspect and copy any books of the firm.

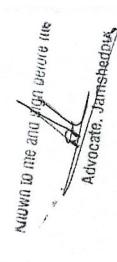




Duties of Partners

- 15. That the partners shall always be just and faithful to each other in all matters relating to the Partnership business.
- 16. Each partner shall render true accounts and full information of all things affecting the Partnership to any partner or his legal representatives.
- Every partner shall account to the partnership for any benefit derived by him without the consent of the firm of any transaction concerning the partnership, or for any use by him of the property, name or any business connection of the firm.
- 18. Every partner shall indemnify the Partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the partnership.
- 19. In case any of the Partners of firm desires to transfer or assign his interest or shares in the firm, he can transfer the same with the consent of all the Partners.
- 20. No Partner shall without the written consent of other Partners:-
 - 1. Engage or except for gross misconduct, dismiss any employee of the partnership.
 - II. Employ any money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or of the benefit of firm.
 - III. Enter into any bond or become sureties with or for any person or do knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized.
 - IV. Assign, mortgage or charge his or her share in the Partnership or any asset or property thereof or make any other person a partner therein.
 - V. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the Partnership property may be endangered.
- That the aforesaid partners shall jointly manage and conduct the partnership Business and employ themselves diligently and faithfully during the business hours and up to their best and utmost endeavor for beneficial promotion of the Interest of the Partnership Business.





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 - IV. Assign, mortgage or charge his or her share in the Partnership or any asset or property thereof or make any other person a partner therein.
 - V. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the Partnership property may be endangered.
- That the aforesaid partners shall jointly manage and conduct the partnership Business and employ themselves diligently and faithfully during the business hours and up to their best and utmost endeavor for beneficial promotion of the Interest of the Partnership Business.

- 31. That in case of any dispute with regards to the management of the business or any meaning of the terms of the Partnership, the same shall be settled by Arbitration as provided under the Indian Arbitration Act, 1940.
- 32. That save herein provided, the partnership be governed in all other respects by the provisions of the Indian Partnership Act, 1932.

In witness whereof, the said partners have set their hands to this Deed of partnership, the day, month and year mentioned herein before.

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For and on behalf of	Despare Mittel.
1. Party of the First Part.	Deepak Mittal
	(Partner)
2. Party of the Second Part.	Kamal Kishore Agrawal (Partner)
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3. Party of the Third Part.	Sandeep Murarka
	(Partner)
Witness:	
a) Name: RAJA PAUL	
Address: Haludbani, Parsudih, Ta	inghodpus
Signature: Raya Paul	
b) Name: PREM SAGAIZ STATE	77
Marine Dalleman Cofony	aNo-(85/2)1
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