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Certificate No.

Certificate Issued Date

Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

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Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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MS KUMAR BUILDERS AND DEVELOPERSArticle 46 Partnership

PARTNERSHIP DEED

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(Zero)

: MS KUMAR BUILDERS AND DEVELOPERS

: AS APPLICABLE

MS KUMAR BUILDERS AND DEVELOPERS

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(One Hundred only)



Kumar Builders And Developers

Kumar Builders And Developera. Mrs Kumar Builders And Develope

Mambhom Partiet

Partner

Partner



M/s Kumar Builders And Developers

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Partner

Please write or type below this line-

DEED OF PARTNERSHIP

NOTARY DNANBAD

This deed of partnership made this on 11/10/2019 by and between:-

(1) Manbharan Pandit, S/o- Fakir Pandit, Near Primary School, Vill.-Jealgora, P.O.- K.G. Ashram, P.S.- Govindpur, Jealgora, Dhanbad, Jharkhand-828109, Aadhar No.- 4250 4221 2790, PAN No.-AQNPP9991J, hereinafter referred to as First Party of the First Part.

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If this Stamp Certificate should be verified at "www.shcilestemp.com". Any discrepancy in the details on this Certificate and as oking the legitimacy is on the users of the confidence.

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- 2. Sudhir Ranjan Lala, S/o- Kanam Bihari Lala, neaqr BJP Office ,J.C. Mallick, Hirapur, Dhanbad, Jharkhand -826001, Aadhar No.-422206809156, PAN No.- ADTPL8944Q, hereinafter referred to as **Second Party** of the **Second Part**.
- 3. Arjun Kumhar, S/o-Dashrath Kumhar, Daya Bans Pahar, Dhanbad, Jharkhand-829402, PAN No.-AEHPK5105R, hereinafter referred to as Third Party of the Third Part.
- 4. Sanjay Kumar, S/o- Kali Pad Kumhar, P.O.- Baidhmara, P.S- Harla, Ranipokhar, Bokaro, Jharkhand-827009, Aadhar No.- 226379515575, PAN No.- BIHPK0189A, hereinafter referred to as Fourth Party of the Fourth Part.

All hereinafter referred to as party of the partners. (the expression First Party, Second Party, Third Party and Fourth Party shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives, agents, assignees).

WHERE AS, the party hereto have agreed and decided to carry on and commence as business in partnership among themselves under the name and style as "M/S Kumar Builders And Developers on and from and accordingly the partnership business has been started at C/O Arjun Kumhar officer - Prajapati Bhawan, Bhelatand. P.O- Nagnagar, P.S- Barwadda, Dist- Dhanbad, Jharkhand, Pin No-MEENA

826004

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AND WHEREAS, it has been thought it expedient and advisable to execute a formal deed of partnership in writing incorporating the terms and conditions as agreed among the partners and on which the partnership business is being carried on, so that future dispute if any may be avoided.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

- 1. That, this partnership has commenced on and from 111/10/2019
- 2. That, the name and style of partnership and the business is "M/s Kumar Builders and Developers".
- 3. That, the principal place of business of the partnership is situated at Near Primary School, Vill.- Jealgora, P.O.- K.G. Ashram, P.S.- Govindpur, Jealgora, Dhanbad, Jharkhand-828109 but the partners shall always be at liberty to shift the principal place of business to some other place or places, to open or close branch or branches, officers as may be agreed upon by the partners from time to time.
- 4. That, the partnership business shall be that of carrying dealing and development of land, constructing and putting a multistoried of residential and commercial complex and other Infrastructure work etc. In case the partners so agree among

or restricted by mutual consent. The partners may be engaged

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in any other line or lines of activities in the nature of business, trade, industry from time to time and the terms and conditions of this indenture will govern such activities.

- 6. That, all the partners shall be responsible for the satisfactory completion and disposal of all the liabilities of Income Tax, Sales Tax, G.S.T. or any other duties and taxes imposed by State Govt. Central Govt., Local Body from time to time and any other expenditure relating to any such proceeding or proceedings for all the periods either past present and in future will be borne by all the partners accordingly to their profit sharing ratio.

That, normally the accounts of the firm would be closed on last day of March every year, at the end of each accounting year, the accounts shall be adjusted and closed and final accounts

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shall be prepared after providing all expenditure the not profit/loss shall be divided and distributed among the partners as follows:-

- a) Sri Manbharan Pandit 25%
- b) Sri Sudhir Ranjan Lala 25%
- c) Sri Arjun Kumhar 25%
- d) Sri Sanjay Kumar 25%
- 8. That, the bank account or accounts of the partnership shall be opened and maintained in the name of the firm only and shall be operated jointly by Sri Manbharan Pandit and Sri Sudhir Ranjan Lala only.
- 9. That, no party to this agreement shall transfer his interest in the firm either absolutely or by mortgage or by creating a charge thereon or a part thereof, to any person other than the partners to this agreement unless he has received in writing consent of other partner or partners of the firm.
- 10. That, each of the parties shall be jointly and or/severally entitled to borrower money and raise loans from any person state or Central Govt. Financial Corporation/Institution or any other public or private body on such terms and conditions as they think fit and tign all papers and documents in connection their with.

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- 11. That, all party 01, 02, 03, and 04 will be equally responsible for management their marketing, expenses and investment part.
- 12. That, on voluntary retirement of any party hereto from the partnership, a profit and loss account upto that date of retirement shall be prepared and after taking the value of assets and liabilities of the partnership as contained in the books of accounts, the value of the share of the retiring partner shall be ascertained and the amount so ascertained shall be paid as convenient to partnership firm.
- 13. That, all the partners are jointly in hereby explicitly authorised to enter into any sign any agreement, contract and to negotiate, settle and deal with any government, semi-government companies either Pvt. or Limited, local body institution and firm or persons on behalf of the firm and such arrangements, agreements or contracts entered into by a partner on behalf of the firm shall be fully binding in the other partners of the firm.
- 14. That, the partners shall punctually and regularly pay their individual debts and indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachments etc. in respect of individual debts of partners.
- 15. That the parties will be just and faithful to each other and will render free accounts of the business of the firm.

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a deceased partners.

- That, the partners here to shall be at liberty to change, alter and modify any of the terms and conditions and covenants of this
 - partnership by mutual consent themselves in writing.
- 17. That, any dispute or difference of opinion that may arise in between the partners or their legal heirs or legal representative with regard to this partnership agreement or any other matter relating to firm shall be referred to the arbitrators by common agreement of the parties. The arbitrators so appointed, if themselves are divided in opinion, the matter may further be referred to an umpire chosen by said arbitrators. The decision of the arbitrators or umpires shall be final and binding on the parties or legal heirs, legal representatives or nominee if any of
- That, each partner is further authorized to appoint and 18. authorise any counsel, attorney or any person to defend or prosecute or to the file suits appeals and applications for and on behalf of the firm in the manner necessary advantageous to the firm.
- That, none of the partners in case of any dispute among them 19. shall be entitled to lock up the business premises or offices of the partnership and shall not be entitled to close the business or freeze the bank account or accounts of the partnership firm.

se any of the partners does so, he shall be liable and

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responsible for all the losses that may occur to partnership for his such activities.

20. That, the provisions of Indian Partnership Act, shall apply so far have not been expressly varied in this deed.

IN WITNESS WHEREOF, the first and second have to do have set and subscribed their respective hands and signature out of their own free will and while in their sound health and perfect mind in presence of witnesses on the day, month and year first above written.

WITNESSES:-

1.

2.

Manbharan Pandit, First Party M/s Kumar Builders And Developers

Sudhir Ranjan Lala, Second Party

Arjun Kumhar, Third Party M/s Kumar Builders A. & Completes

Sampay Kimer

Sanjay Kumar, Fourth Part

NOTARY DHANBAL

u/s (8) (I) (a) of the Notaries Act 1952 (Act No 53 of 1952:

Kumar "

NOTARY Regd. No.- 10315/13

Govt. of India

Partner