

INDIA NON JUDICIAL

Government of Jharkhand

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-JH28154242622983S

26-May-2020 10:42 AM

CSCACC (GV)/ jhcsceg07/ JH-DBPIY0203/ JH-DB

SUBIN-JHJHCSCEG0741680381866576S

MANBHARAN PANDIT AND SARBESHWAR KUMAR

Article 46 Partnership

PARTNERSHIP DEED

(Zero)

: MS KUMAR DEVELOPERS AND BUILDERS

MANBHARAN PANDIT AND SARBESHWAR KUMAR

MANBHARAN PANDIT AND SARBESHWAR KUMAR

(One Hundred only)







Please write or type below this line-----

DEED OF PARTNERSHIP

This Deed of Partnership made this on 27.05.2020 by and between

Manbharan Pandit, S/o Fakir Pandit, R/o Near Primary School, Village, Jealgora, P.O.-K.G. Ashram, P.S.-Govindpur, Dist.-Dhanbad, Reg No. 787/19harkhand, Pin-828109, Aadhar No. 4250 4221 2790, PAN No.

ONPP9991J, herein referred to as First Party of the First Part.

0000329363



ENDRA

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Calevial and the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate in case of any discrepancy please inform the Competent Authority.

AND

(2) Sarbeshwar Kumar, S/o Kalipado Kumar, P.O.-Badihmara, P.S.-Harla, Ranipokhar, Dist.-Bokaro, State-Jharkhand, Pin-827009, vide Aadhar No. 8563 3775 9405 and PAN No. CAQPK2493D, hereinafter referred to as Second Party of the Second Party.

Both hereinafter referred to as party of the partners (the expression first party & second 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, assigns).

WHEREAS, the party hereto have agreed and decide to carry on and commence as business in partnership among themselves under the name and style as "M/s KUMAR DEVELOPERS AND BUILDERS" on and from 27.05.2020 and accordingly the partnership business has been started at C/o Manbharan Pandit, Office Near Primary School, Jealgora, P.O.-K.G. Ashram, P.S.-Govindpur, Dist.-Dhanbad, Jharkhand, Pin-828109 and Branch Office At Kumhar Chok, Ranipokhar, Tola Babudih, P.O.-Baidhmara, P.S.-Harla, Ranipokhar, Dist.-Bokaro, Jharkhand-827009.

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:-

ENDRA this Partnership commenced on and from 27.05.2020.

hat, the name and style of Partnership and the business is "M/s" DEVELOPERS AND BUILDERS".

2 | Page

3. .

Partners

6.

That, the principal place of business of the partnership is situated at Near Primary School, Village Jealgora, P.O.-K.G. Ashram, P.S.-Govindpur, Dist.-Dhanbad, Jharkhand, Pin-828109, but the partners shall always be at liberty to shift the principal place of business to same other place or places, to open or close branch or branches, officers as may be agreed upon by the partners from time to time.

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 themselves, the scope of business may be expended, curtailed or restricted by mutual consent. The partners may be engaged in any other live or lives 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.

- That, the necessary amount of capital of the partnership 5. business has been and shall be invested by all the partners from time to time whatever amount of capital invested till 23.05.2020 by partners according to market value of land which is in the name of partners as on 27.05.2020 will be treated as capital of respective partners according all the partners shall/will contribute capital by the partners according to their profit sharing ratio as fully described in para no. 7 herein after.
 - That, all the partners shall be responsible for the satisfactory completion and disposal of all the liabilities of income tax, sale tax GST or any other duties and taxes imposed by State Govt. Center Govt. Local Body from time to time and any other expenditure relating to any such proceeding or proceedings for

3 | Page



all the periods eighter part, present and future will be borne by all the partners accordingly to their profit sharing ratio.

7. That, normally the accounts of the firm would be closed on last days of March every year, at the end of each accounting year, the accounts shall be adjusted and closed and final accounts shall be prepared after providing all expenditure the not profit/loss shall be divided and distributed among the partners Partners (a) as follows:-

Sri Manbharan Pandit 50%

Sri Sarbeshwar Kumar (b) 50%

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 opened jointly by Manbharan Pandit and Shree Sarbeshwar Kumar only.

9. That, no party to this agreement shall transfer his interest in the firm eighter absolutely or by mortgage or by creating a charge thereon or a past 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.

That, each of the party or parties shall be jointly and or severally 10. entitled borrower money and raise loans from any person State or Central Govt. Financial corporation or any other public or private body on such terms and conditions as he/they think fit and tign all paper and documents in connection their with.

That, all party as first & second party will be actually responsible for management their marketing expenses and investment part.

That, on voluntary retirement of any party hereto from the partnership a profit and loss account upto date of retirement

4 | Page

13.

14.

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.

That, all the partners are jointly in hereby explicitly authorized to enter into any sign any agreement, contract and to negotiable settle and deal with any Government, Semi Government, Companies eighter Pvt. or Limited, Local body institution and firm or person on behalf of the firm and such agreement, arrangement or contracts entered into by a partner on behalf of the firm shall be fully binding in the other partners of the firm.

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, attachment etc. in respect of individual debts of partners.

- 15. That, the parties will be just and faithful to each other under free accounts of the business of the firm.
- 16. That, the partners here to shall be at liberty to change, other and modify any of the terms and conditions and documents of this partnership mutual consent themselves in writing.
 - That, any dispute or differences of opinion that may arise in between the partners or their legal heirs or legal representatives 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 de vision



of the arbitrators umpires shall be final and binding on the parties or legal heirs, legal representatives or nominee if any of a deceased partners.

- 18. That, each partner is further authorized to appoint and authorize any counsel attorney or any person to defend or prosecute or to the file suits appeals and application for and on behalf of the firm in the manner necessary and advantages to the firm.
- 19. That, none of the partners in case of any dispute among them shall be entitled to lockup the business premises of offices of the partnership and shall not be entitled to close the business or freeze the bank account or accounts of the partnership firm.

In case any of the partners does so, he shall be liable and responsible for the 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 party and second party have to do have set and subscribed their respective hands and signature out of their own free will in presence of witnesses on the day, month and year first above written.

Witnesses

1

(Signature of Witness)

2

(Signature of Witness)

(Signature of Witness)

Signature of Partners

(1) M/S KYMAR DEVELOPERS & BUILDERS de

(Manbharan Pandit) Partners

M/S KUMAR DEVELOPERS & BUILDERS

(2) र्नवश्वर कियार

(Sarbeshwar Kumar)

Batyendra Panon Notary Chanbad