

Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 5413a14555077aae6dcf

Receipt Date: 08-Aug-2022 03:54:52 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type : Partnership

District Name: Dhanbad

Stamp Duty Paid By: GOVINDAM BUILDERS

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: GOVINDAM BUILDERS

Second Party Name: AS APPLICABLE

GRN Number: 2212675006

-: 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 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। Iraling Kuman Thenks Adul Whente

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP MADE THIS 8TH DAY OF AUGUST TWO THOUSAND AND TWENTY-TWO BY AND BETWEEN

(1) **SRI PRADEEP KUMAR KHEMKA** S/O. Late Gulab Chand Khemka by faith Hindu, by occupation Business, resident of Cinema Road, Katrasgarh, Dhanbad in the district of Dhanbad, hereinafter called and referred to as the **FIRST PARTY** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and assigns) of the **FIRST PART**.

AND

(2) **SRI KUMAR RAHUL KHEMKA** S/O. Sri Pradeep Kumar Khemka by faith Hindu, by occupation Business, resident of Cinema Road, Katrasgarh, Dhanbad in the district of Dhanbad, hereinafter called and referred to as the **SECOND PARTY** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS the parties hereto herein above agreed to form a Partnership for the business of Construction & Building with effect from 08.08.2022

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

- 1. That this Partnership Deed has formed and has commenced functioning with effect from 8th day of August, 2022.
- 2. That the business of the Partnership shall be carried on under the name and style of "M/s GOVINDAM BUILDERS" called the FIRM.
- 3. That the business of the Partnership shall be that of Construction of Building and also any other business as the partners may mutually agree from time to time.
- 4. That the principal place of the business of the FIRM shall be located at Cinema Road, Katrasgarh, PO Dhanbad in the District of. Dhanbad. The partners however may by mutual consent shift the same to other place or open another branch/branches at some other place/places.

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- 5. That the capital of partnership business shall be contributed by the Partners as mutually agreed upon between them and the same shall be brought in as and when so required.
- 6. That the Partners shall share the profit and God forbid meet the losses of the Firm in the following proportion –

SRI PRADEEP KUMAR KHEMKA SRI KUMAR RAHUL KHEMKA 49% 51%

- 7. That the Bank account /accounts already opened or to be opened in the Firm's name shall now be operated by them jointly or separately.
- 8. That the accounting year of the FIRM shall be the Financial Year ending on 31st MARCH, every year. Proper books of accounts shall be maintained according to the trade custom recording herein all the transactions of the FIRM truly and faithfully as and when they occur. Each of the Partners shall have the right to access and to inspect the books of accounts as and when required preferably during business hours.
- 9. That as soon as may be after the close of every accounting year the books of business shall be finally adjusted and closed and the profit and loss account showing the net profit or loss of the year and the balance sheet showing the state of affairs of the FIRM be prepared.
- 10. That the interest which will not be more than 12% per annum of the capital contribution by any partners to the partnership business shall be credited/paid to his personal account before any division of profit or loss is made and such interest to the capital shall be a debt on the Partnership business which shall be payable on demand with all interest accruing up to the date of payment. It has been further agreed that interest rate may vary or may be waived from time to time.

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11. That the salary or remuneration will be allowed/paid to working partners from 08.08.2022. The details of which are given hereunder:-

SRI PRADEEP KUMAR KHEMKA SRI KUMAR RAHUL KHEMKA Rs.5,000/- PER MONTH Rs.5,000/- PER MONTH

The amount of salary may be changed or waived from time to time as mutually agreed amongst them.

- 12. That the partners may by mutual consent, withdraw such amount or amounts as may be deemed required for their personal expenses which will be debited to their respective drawing accounts to be opened for the purpose.
- 13. That the Partners shall be construed as the PARTNERSHIP at will any partners who might wish to retire, shall do so by giving three months clear notice in writing to the other partners.
- 14. That the partners shall carry on the business of the FIRM to the best common advantage, be just and faithful to one another and render true and accurate account and full information of all things affecting the firm or any of the partners of his legal representatives.
- 15. That none of the partners shall mortgage or hypothecate his interest of share in the firm to an outsider or otherwise alienate the same without the consent of the others obtained previously in writing.
- 16. That the Partnership business shall not be dissolved on the death of any of the partners but shall be continued to be carried on by the surviving partners and the heir or legal representatives of the deceased partner.
- 17. That the business of the partnership shall be managed by the partners generally with the aid and assistance of the employees of the firm.
- 18. That the parties may by mutual consent alter, modify or vary the terms of the partnership or any of them.

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- 19. That if in the best interest of the FIRM ADMISSION of new partner or partners shall be deemed advisable, the partners may do so by their mutual agreement.
- 20. That the partnership shall be governed by provisions of Indian Partnership Act, 1932 as amended from time to time save and except which is specifically provided otherwise in this deed.
- 21. That all dispute arising in the conduct of the business of the partnership firm as between them originating either in constructions or interpretation of the term or terms of this partnership deed or otherwise shall primarily and ordinarily be settled by reference to Arbitration, unless there be
- 22. Reasons for decision to the contrary, no partner shall either rush to the contrary, no partner shall either rush to the court of law for the adjudication of their dispute.

IN WITHNESS WHEREOF THE PARTIES HERETO WHILE IN THEIR SOUND HEALTH AND PERFECT MIND AND OUT OF THEIR OWN FREEWILL AND CONSENT SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

WITNESSESS

1. Neha Bhukania 2. Brishnkania

(PRADEEP KUMAR KHEMKA)

(KUMAR RAHUL KHEMKA)

(SIGNATURE OF ALL THE PARTNERS)