

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SHRI SAI BUILDERS

16/04/2013

Permanent Account Number

ACKFS5186R

Signature

भारतीय गैर न्यायिक

पचास  
रुपये

₹.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

B 950796

NOTARY  
DHANBAD

PARTENERSHIP DEED

17 AUG 2013

THIS DEED OF PARTNERSHIP made this the 16<sup>th</sup> day of April 2013 (TWO THOUSAND THIRTEEN) BETWEEN (1) SUNIL KUMAR MANDAL aged about 40 Year son of Sri Paresa Chandra Mandal by faith Hindu by Occupation Business, resident of KUSUM VIHAR, Near Shiv Mandir, Post Koyla Nagar, P.S. Saraidhela District Dhanbad, State Jharkhand. (Hereinafter called the "First Party") of the FIRST PART.

AND

Mrs. MAMTA MANDAL aged about 35 Year Wife of Sunil Kumar Mandal by faith Hindu by faith Hindu by Occupation Business, resident of KUSUM VIHAR, Near Shiv Mandir, Post Koyla Nagar, P.S. Saraidhela District Dhanbad, State Jharkhand. (hereinafter called the "Second Party") of the SECOND PARTY.

M/S SHRI SAI BUILDERS  
*Sunil Kumar Mandal*

Partner  
SI. No. 03  
17 AUG 2013

11.30pm

M/S SHRI SAI BUILDERS  
*Mamta Mandal*

Partner



*[Signature]*  
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DHANBAD

भारतीय गैर न्यायिक

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B 950797

M/S SHRI SAI BUILDERS

*Smit Kr. Mandal*  
Partner

WHEREAS the Partners offered themselves to participate in the partnership business of Civil Contractors/Promoters/Developers within the State of Jharkhand and other state on the terms and condition mutually agreed by the Partners:

And

M/S SHRI SAI BUILDERS

*Mamta Mandal*  
Partner

WHEREAS in order to safeguard the respective rights, title & interest against any misunderstanding and dispute that may arise in future, the partners have agreed to execute a formal agreement of partnership containing terms and conditions since verbally agreed and hereinbefore acted upon in good faith under with partnership business is being and will be carried upon.

NOW THIS DEED WITNESSES and the parties hereto do hereby mutually covenant and agree to carry on the said business in partnership upon and subject to the terms and conditions and stipulations as expressed in the following articles:-



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1- Where as first party was doing business of civil constructions. Promoters and/ or land developers & Builders in the name and style of "M/S SHRI SAI BUILDERS" in proprietorship, but due to ill ~~Scarcity~~<sup>Scarcity</sup> health and financial ~~security~~<sup>Scarcity</sup> we official second party to become partner in said business and consented to join the firm on following terms & Condition. The principal place of business of M/S SHRI SAI BUILDERS will be at KUSUM VIHAR, Near Shiv Mandir, Post- Koyla Nagar, P.S. Saraidhela District Dhanbad, State Jharkhand.

2- That the business of partnership shall be that of Civil constructions Promoters and/ as a land developers in any department of Govt./ Semi - Govt. / Govt. Company, Co- operative Society, Private Company and/ or of any individual or individuals etc. and shall be carried on at Dhanbad and from such other place or places as the Partners may from time to time determine.

3- (a) That the necessary capital required for the smooth and proper running of the partnership business shall be contributed by all the parties and same shall be reflected in the books of account. The partner shall also get interest @ 12% per annul on their capital. Rate of interest may be changed on mutual consent of the partners.

(b) That the share of the partners in capital profit & loss shall be as follows:-

1- First Party	50%
2- Second party	50%

4- That the partners shall and hereby duly appoint, elect and constitute Sunil Kumar Mandal, First Party above named the Managing Partner of the Partnership for such period as the members agree not be dismiss him from such office by majority opinion and re-elect, appoint and constitute another Managing Partner in his place and stead from amongst them.

That the Managing partner shall on behalf of the partnership have the following power and duties, that is to say:



MS SHRI SAI BUILDERS

*Sruil K. Mandad*  
Partner

12- That, during continuance of the partnership no partner shall, without the written consent of other partners, enter into a bond or agreement in respect of the belonging of the Firm to any outsider or become surety for any person in his respective capacity on behalf of the Firm except in the ordinary course of business of the Firm.

13- That, god forbid, death of partner shall not operate as dissolution of the partnership. The legal representative or heir of the deceased partner shall not be entitled to interfere in the management of the affairs of the partnership but he/she shall be entitled to inspect account books and the vouchers in support thereof for the purpose of ascertaining his share there in and the profits accruing due thereon. He shall not, however, be liable for any loss (es) incurred after the demise of the partner unless he is taken as partner in the place of the deceased partner immediately on such demise.

14- That. On the termination of the partnership the parties hereto shall cause full and accurate inventory to be prepared of the affairs of the partnership taking into account all assets liabilities existing or contingent as well as goodwill of the partnership. Loss including deficiencies on capital be paid first out of the profits, next out of capital and lastly, if necessary, by the parties individually in the proportions at which they were entitled to share profits.

15- That, in all matters not specifically mentioned here in the relationship of the partners shall be governed by the provisions of the Indian partnership Act, 1932.

MS SHRI SAI BUILDERS

*Mamda Mandad*  
Partner



*[Signature]*  
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IN WITNESSES WHERE OF THE PARTIES, here to, put their  
Respective signatures on this the day, month and year first above written.

WITNESESES

- 1- Basu dar mukherjee
- 2- Bablu ch. Mandal.

SIGANATURES:-

- 1- M/S SHRI SAI BUILDERS-  
Sunil Kumar Mandal *Sunil Kumar Mandal*  
Partner
- 2-  
M/S SHRI SAI BUILDERS  
Mamata Mandal *Mamata Mandal*  
Partner

*Identified by me  
Advocate  
Basu dar Mukherjee.*



*17/8/13*  
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Authorised  
u's 8 (i) (e) of Notaries Act  
1952 (Act No 53 of 1952)

AND

M/s SHRI SAI BUILDERS, a proprietorship concern having its office at Park Market, Hirapur, Dhanbad P.S. & District Dhanbad represented by its Proprietor SRT SUNIL KUMAR MONDAL son of Sri Paresh Chandra Mandal by faith Hindu, by caste Suri, by occupation business, residing at KusumVihar, P.O. Koyla Nagar, P.S. Saraidhela Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called the SECOND-PARTY/DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators, executors, legal representatives, and assigns) of die OTHER PART.

WHEREAS the land under Khata No. 1, Plot No. 3138, area measuring 8 katha i.e. 13.2 dec. within Mouza Saraidhela, Mouza No. 8, P.S. Saraidhela, District Dhanbad was purchased in the name of Raman Pillai s/o late Nilkantan Pillai vide registered Sale Deed No. 6061 dated 07-06-1976 AND in the name of Basu Pillai s/o Nilkantan Pillai vide Regd. Sale Deed No. 2972 dated 26-03-1976, 4806 dated 21-04-1975 and 24039 dated 23-09-1970, registered at Sub- Registry Office Dhanbad. After the death of said Raman Pillai & Basu Pillai, the first party, being the legal heirs, got title over the land by inheritance and have in peaceful and undisturbed possession thereof without any hindrance or interruption from any corner.

AND WHEREAS the first party/landlords has requested the Developer to develop the said land and on the negotiation made between the parties

SHRI SAI BUILDERS

*Sunil K. Mondal*

Proprietor

*Chandrashekhar Pillai*

*Prabhakar Pillai*



SHRI SAI BUILDERS

*Shri/ K. Mandal*  
Proprietor

*Chandrasekhar Pillai*  
*Prabhakar Pillai*



Paresh Chandra Mandal by faith Hindu, by caste Suri, by occupation business, residing at KusumVihar, P.O. Koyla Nagar, P.S. Saraidhela Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) hereinafter called the SECOND-PARTY/DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators, executors, legal representatives, and assigns).

- (c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below.
- (d) BUILDING shall mean the building proposed to be constructed over the said land as per the sanctioned plan by M.A.D.A./the competent local authority which will confirm to specifications as mentioned in schedule "D" below.
- (e) SALEABLE SPACE shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for common facilities and the space required thereof.
- (f) ARCHITECT shall mean such Architect or Architects may be appointed by the developer, from time to time for completion of project/ the multistoried building.



M/S SHRI SAI BUILDERS

Sudh Kr. Mandad

Partner

i) They will direct the business of the partnership and look after the same as also all contract works. He Shall employ and dismiss Labour, engineer and other servant or servants of the partnership on such terms as he may consider fit and proper and pay and receive all monies due and owing to the partnership, issue receipts and demand, sue for all monies and things due to the partnership and shall conduct appear and file or defend cases, law suits etc. in any court, office, tribunal or elsewhere AND for the said purposes may.

ii) Engage or dismiss any lawyer, advocate, agent or manager and invest him or them with such power and duties as may be necessary or expedient for conducting, appearing, filing, defending or otherwise dealing with all or any of the matters during the working of the partnership or for winding up its affairs and to pay him or them such remuneration as may be necessary.

6- That the banking account of the firm shall be opened in the name of the firms which will be jointly operated upon by the Partners

All the sums received by the firm whether in cash of through cheques or other negotiable instrument (s) or otherwise shall be deposited in such banking account except as that may be required for the exigencies and current expenses of the partnership business.

7- That proper, full, correct and regular accounts of the receipts, payments, engagements, transactions and dealings of the Firm shall be made and maintained at premises of the Firm under the direct supervision of the Partners and said books of accounts, vouchers, receipts, securities, papers and writings of the partnership shall be kept in safe custody at the relevant or appropriate place or places in accordance with the requirements of the

M/S SHRI SAI BUILDERS

Mamta Mandad

Partner



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