



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 69h48608ddd50c652562

Receipt Date: 04-Apr-2022 11:02:35 am

Receipt Amount: 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an

Agreement

District Name : Dhanbad

Stamp Duty Paid By : ARINDAM MISHRA

Purpose of stamp duty paid : PARTNERSHIP

First Party Name : ARINDAM MISHRA

Second Party Name: NEELAM MISHRA

GRN Number: 2205910712

-: This stamp paper can be verified in the jharmibandhan site through receipt number i-



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

तुषयोग केवल एक ही दस्तायेश पर मुझेक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कापी आदि द्वारा दसी रसीद का दूसरे दस्तायेश पर मुझेक शुल्क का भुगतान के प्रमाण हेतु अपयोग भारतीय विक्र 899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

DEED OF PARTNERSHIP

THIS AMENDED DEED OFPARTNERSHIP made on 04th day of April 2022. byand between:-

- 1. SRI ARINDAM MISHRA S/o Uttam Kumar Mishra by faith hindu, by occupation-.. Business, Residing at Near Bablu Dharamshaia, Jharnapara post, Dhanbad, Distt. Dhanbad, Jharkhand, hereinafter called and referred as The First Part.
- SRI NEELAM MISHRA S/o Kanti Tewari by faith Hindu, by Occupation Business, Residing at Near Bablu Dharamshala, Kharnapara Post, P.O. and P.S. Dhanbad, Distt. Dhanbad, Jharkhand, hereinafter called and referred to as the SECOND PARTY of the SECOND PART

WHEREAS, the Partners offered themselves to participate in the Partnership

Civil Contractors/Developers within the State of Jharkhand and other state on the terms and condition mutually agreed by the two partners.

WHEREAS, in order to safe quard the respective rights, title & interest against any misunderstanding and dispute the may arise in future, the partners have agreed to execute a Formal agreement of partnership containing terms and condition since verbally agreed and Here in before acted upon.

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

- That, the partnership business shall be carried on under the name and style of "VINAMRA INFRASTRUCTURES" in such other name and style as mutually agreed upon by the parties. The principal place of business of "VINAMRA INFRASTRUCTURES" Will be at Near Bablu Dharamshala, Jharnapara Post, P.O. and P.S. Dhanbad, Distt.-Dhanbad, Pin Code 826001, State Jharkhand
- 2. That, the business of partnership shall be (a) Bricks & Blocks Sales and Supply in any department of Govt /Semi-Govt. Company. Co-operative Society, Private Company andor 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.

- (b) Sale, Service and all type of support to conduct Smart Classes in any department of Govt./Semi-Govt. Company, Co-operative Society, Private Company and/or 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
 - WHEREAS, the partners will get Equal Share Profit in the ratio of 50% Each.
- 4. WHEREAS, the Share of the Partners in Capital, Profit & Loss shall be equal as follows:-

First Party (Arindam Mishra)-50% Second Party (Neelam Mishra)-50%

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TERES, the Two parties are bound to invest initially Rs. 3,00,000/- (Three (h) only as capital amount in their project. That the necessary capital required

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for the smooth and proper running of the partnership business shall be contributed by the parties and same shall be reflected in the books of account. The partner shall also get interest 12%per annually on their capital, the rate of interest may be change on mutual consent of the partners.

6 WHEREAS, the Bank Account of the firm shall be opened in the name of the "VINAMRA INFRASTRUCTURES S" and the account shall be operated by the First Party & Second Party. All the sums received by the Firm whether in each of through cheques or other negotiable instrument (s) or otherwise shall deposited in such banking account except as that may be required for the exigencies and current expenses of the partnership business.

7.WHEREAS, the partners shall and hereby duty appoint, elect and constitute Arindam Mishra First Party the Managing Director of the Partnership firm "VINAMRA INFRASTRUCTURES" for such period as the members agree not be dismiss him form such office by majority opinion and re-elect, appoint and constitute another Managing Director in his place and stead from amongst them.

8.WHEREAS, the Managing partner shall on behalf of the partnership have the following power and duties, that is to say

i)WHEREAS, the Managing partner shall direct the business of the partnership and look after same as also all contract works. He shall engage and dismiss labour, engineer and other servant or servants of the partnership on such terms as be may consider fit and proper andpay and receive all monies all 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 lawyer, advocate, agent or manager and invest himor them with such over and duties as may be necessary of expedient forconducting, appearing, filling defending or otherwise dealing with allor any of the matters during the working of the partnership or for winding up its affairs and to pay him or them such remuneration asmay be necessary.

9.WHEREAS, proper, full, correct and regular accounts of the receipts, payments, engagements, transactions and dealings of the Firm shall be made and maintainedat premises of the Firm under the direct supervision of the three Partners and saidbooks ofsecond, vouchers, receipts, securities, papers and writings ofthepartnership shall be kept in safe custody at the relevant or appropriate place orplaces in accordance with the requirements of the partnership business under the Chief Accountant of the Firm.

10. That, the partner shall be paid for their own userespectively any sum or sums not exceeding the sums following, that is to say:

The sum of Rs. 4000/-per month toeach of the partners to be proportionately increased or decreased on change of his contribution in the event of a change in the capital Such course of the sum of the capital such course of the capital such courses of the capital such courses of the capital such account, and any partner whose drawings shall, on the taking of such account, be found

to exceed his share of thenet profits for the previous year, shall forthwith refund or his contribution to the capital shall, to such extent, be deemed to have been decreased.

11. That during the continuance ofthis partnership nopartner shall without the consent of all the other partners in writings >

- (i) Enter into a bond or become surety for any persons in his respectivecapacity on behalf of the firmexcepting in the ordinary course of thebusiness of the firm.
- (ii) Withdraw any suit or proceeding filed on behalf of the firm.
- (iii) Admit any liability in a suit or proceeding against the firm.
- (iv) Lend any money belonging to the firm to any outsider.
- (iv) Relinquish or compromise any claim or a portion of any claim by thefirm.
- (vi) Take a lease of or acquire immovable property on behalf of the firm.
- (vii) Transfer immovable property belonging to the firm.
- (viii) Acknowledge any debt due from the firm so as to extend the period of limitation for instituting legal proceeding against the firm.
- (ix) Submit a dispute relating to the business of the firm to the arbitration.
- (x) Assign, mortgage or charge his share or interest in the firm, whole or In part, to any person other than a partner of the firm.
- 12. That in case of death of any partner or partners the partnership business shall not stand dissolved and the heir or heirs of the deceased partner/partners shall be deemed to be a partner/partners on and form the date of death of such partner/partners and the partnership shall stand reconstituted ipso facto.
- 13. That in the event of any partner desiring to retire from the partnership business, the shall give to the other partners three month's notice in writing where upon the proper and amicable adjustment and settlement of accounts may be made in presence ofpartners and the retiring partner.
- 14.That the firm shall be dissolved with consent of all the partners for any reason whatsoever.
- 15. That after dissolution of the firm, the partners shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets of the firm including goodwill and also all liabilities, if any.
- 16. That at any time within 30 days of the taking of the decision by the partners to dissolve the partnership any partner of partners may effect to take the business of the firm including all assets, liabilities as well as goodwill at a value determined by the mutual consent of the partners and in such event he or they shall make payment to the other partners of their shares capital along with shares in the profit of the firm or the share of value so determined by the mutual consent of all the parties.
- 17. That in all matters not specifically mentioned herein the relationship of the partners shall be governed by the provisions of the Indian Partnership Act, 1932.
- 18. That all disputes and questions in connections with partnership or this Deed arising between any one of them and the legal representatives to be other or others or between their respective legal.

representative and whether during or after the partnership shall be referred to the arbitration of two arbitrators partner unless he is taken as partner in the place deceased partner immediately on such demise.

NOTARY

IN WITNESSES WHERE OF THE PARTIES, EERETO, PUT THEIR RESPECTIVE SIGNATURES ON THIS THE DAY MONTH ANI) YEAR FIRST ABOVE WRITTEN.

WITNESSES:

SIGNATURRE:

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Authorised US 297 (f) (C) of the Cr. P.C. 1973 Act. No. 11 of 1947) & u/s (6) (1) Act. No. 53 of 1952)

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