



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 387f53fef2b61c31e12e

Receipt Date : 24-Jul-2023 12:56:15 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Bokaro

Stamp Duty Paid By : SHYAM SUNDER JAIN

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : PIYUSH JAIN

Second Party Name : SHYAM SUNDER JAIN

GRN Number : 2318413806

B.D.B.A. No. 50813
SL. No. 911
Date 25/07/2023

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

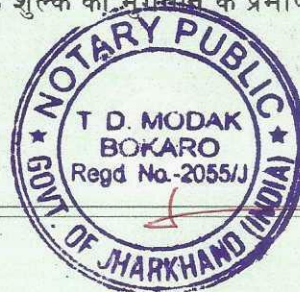
Piyush Jain, Shyam Sunder Jain

Identified by me
Bokaro
25/7/23



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 दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



B.D.B.A. No. 50813
SL. No. 911
Date 25/07/2023

Piyush Jain,
Shyam Sunder Jain

25/07/23
Piyush Jain
Shyam Sunder Jain

PARTNERSHIP DEED

This Partnership Deed is made at Bokaro on Tuesday, 25th day of July in the year 2023.

BETWEEN

PIYUSH JAIN

PAN : AOUPJ6622B, AADHAR : 8590 6812 9639

son of Shri Shyam Sunder Jain, by faith – Jain, by occupation – Business, aged about 38 years, resident of 177, Prabhat Colony, Hotel Neelkamal, Chas, Bokaro, Jharkhand, Pin Code – 827013 (hereinafter individually referred to as “First Party” and collectively referred to as “Parties” which expression shall unless repugnant to the context or meaning hereof shall mean and include his heirs, successors, administrators, executors and permitted assigns).

AND

SHYAM SUNDER JAIN

PAN : ACQPJ9080R, AADHAR : 3150 1491 2106

son of Shri Inder Chand Jain, by faith – Jain, by occupation – Business, aged about 64 years, resident of 177, Prabhat Colony, Hotel Neelkamal, Chas, Bokaro, Jharkhand, Pin Code – 827013 (hereinafter individually referred to as “Second Party” and collectively referred to as “Parties” which expression shall unless repugnant to the context or meaning hereof shall mean and include his heirs, successors, administrators, executors and permitted assigns).

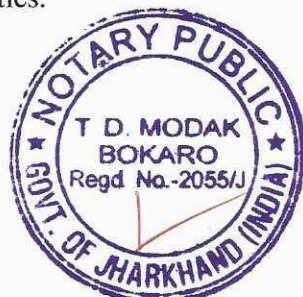
WHEREAS

The parties hereto have mutually agreed amongst themselves to commence the business of real estate in partnership with each other on the terms and conditions contained herein, and the parties hereto have desired to put in writing the terms and conditions of the said partnership.

NOW THIS PARTNERSHIP DEED WITNESSETH AND IT IS HEREBY COVENANTED AND FINALISED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. NAME OF BUSINESS

- a. The name and style of the business shall be “NEELKAMAL REALTY” (hereinafter referred to as the firm) which shall be a partnership business formed under THE INDIAN PARTNERSHIP ACT, 1932 and the parties hereto shall be its partners as decided by the mutual consent of the parties hereto.
- b. Any change in the name of the firm shall be upon the mutual consent of all the parties.





Piyank Jain.

Shyamu Sunder Jain

*qualified by me
Piyank Jain
Piyank Jain
25/09/23*

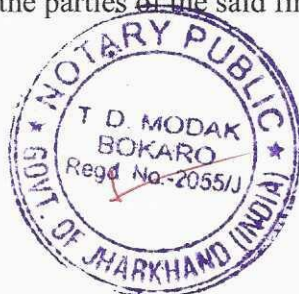
2. PLACE OF BUSINESS

- a. The Firm shall have its office at "HOTEL NEELKAMAL BUILDING, BYE PASS ROAD, CHAS, BOKARO, JHARKHAND, PIN CODE – 827013".
- b. All notices and documents of the firm shall be served at the office of the firm.
- c. The parties may change the office to any other place upon mutual consent of all the parties.
- d. The parties may also decide and open working offices at other places if they deem fit and proper upon mutual consent of all the parties.

3. SCOPE OF BUSINESS

The business of this partnership shall be the following :

- a. To carry on the business of builders, contractors, developers, traders, commission agents of real estate and properties of all description, and all those activities that can be carried by a real estate firm.
- b. To develop such properties
 - i. belonging to and / or held by their owners.
 - ii. Undertaken by other builders, developers and/or contractors for development.
 - iii. belonging to and / or held by the firm.
- c. To purchase such properties belonging to and / or held by their owners.
- d. To search and make such properties available to the customers for purchase, lease, rent, development or any other purpose whatsoever.
- e. To sell, let or otherwise dispose of such properties belonging to and / or held by
 - i. their owners.
 - ii. other builders and / or developers.
 - iii. the firm.
- f. To look after, manage and maintain such properties
 - i. developed by the firm.
 - ii. belonging to and / or held by their owners.
 - iii. developed by other builders and / or developers.
- g. To carry out any other business related to real estate as may be mutually agreed upon by all the parties of the said firm.





Piyush Jain,

Shyam Sunder Sen

Notified by me
Shyam Sunder Sen
Bokaro
24/6/20

4. COMMENCEMENT OF BUSINESS

The firm shall commence on the date of notarization and / or registration of this Partnership Deed.

5. DURATION OF PARTNERSHIP

- a. The firm shall continue to operate subject to provisions of The Indian Partnership Act, 1932 and termination of this agreement by consent of all the parties and making a dissolution deed for the disposal of the firm.
- b. The partnership between the parties hereto is "PARTNERSHIP AT WILL".
- c. Any party may withdraw or retire from this partnership after giving three months' clear notice in writing to the other parties.

6. PRELIMINARY EXPENSES

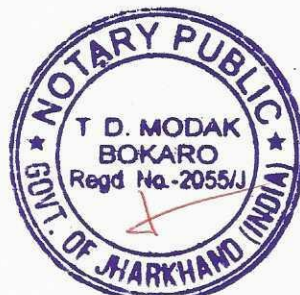
- a. The parties shall jointly take all steps for the notarization and/or registration of this Partnership Deed and for that purpose, the parties shall do all acts, deeds, matters and things as are required to be done to get this partnership deed notarized and/or registered.
- b. After the notarization and/or registration, the firm may reimburse the cost of notarization and/or registration, legal fees, cost of printing and all other direct costs at actual to the parties.
- c. Any other expenses before the notarization and / or registration of this Partnership Deed shall be jointly incurred by the parties and the firm shall reimburse the cost of such expenses at actual to the parties.

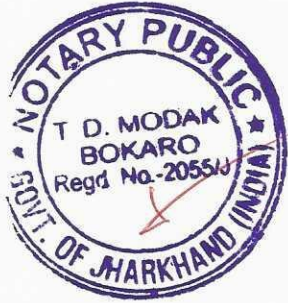
7. CAPITAL

- a. Both the parties agree towards the contribution of capital as required for the business of this partnership.
- b. If at any time, further capital is required for the purpose of the firm, the same shall be contributed by the parties as and when required.

8. WORKING PARTNER

All the parties hereto shall be the working partners and take active part in the day-to-day conduct of the business of the firm.





Pingun Jain

Shyam Sunder Sur-

1
K. S. Jaiswal
B. S. Jaiswal
A. S. Jaiswal
20/1/2018

9. ASSETS

- a. All the assets created and owned by or acquired and belonging to the firm including but not limited to the Intellectual Property Rights of whatever kind shall be the property of the firm.
- b. None of the parties shall be entitled to use such property for himself.

10. BORROWINGS

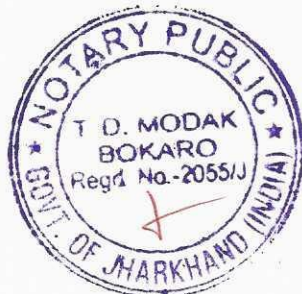
- a. The firm may borrow, from time to time, from persons, firms, companies or banks for the purpose of the partnership business as deposits or loans.
- b. All such borrowings on behalf of the firm shall be made jointly with the consent of all the parties upon the terms and conditions as may be mutually agreed upon.
- c. Any borrowing made otherwise shall not be binding on the firm and shall constitute the individual liability of the parties making such borrowing.

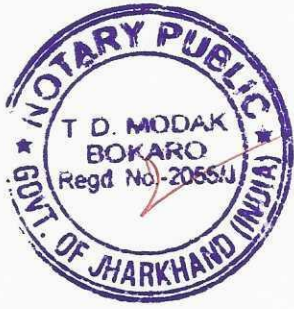
11. BANK ACCOUNTS

- a. The firm may open one or more bank accounts with one or more banks.
- b. The bank accounts shall be operated by any of the parties individually as mutually agreed upon between the parties.
- c. All moneys or negotiable instruments received from and on behalf and / or on account of the partnership business shall be paid / deposited into such bank accounts in the name of the partnership.

12. BOOKS OF ACCOUNTS

- a. The firm shall maintain proper books of accounts recording therein all transactions of the firm as and when they occur.
- b. The said books of accounts together with all securities, papers, documents, letters, vouchers and other things, belonging or concerning the firm shall be kept at the place of business of the said firm and shall not be removed from there without the consent of all the parties.
- c. However, each of the parties shall have access of such securities, papers, documents, letters, vouchers and other things at all material times and shall be at liberty to check them as they may think fit and proper and make extracts or copies therefrom.





Piyush Jain

Shyam Sunder Jain

25/9/23

13. ACCOUNTING YEAR

- a. The firm shall adopt financial year as its accounting year.
- b. Immediately after the close of the accounting year, the accounts of the said firm for that year shall be prepared and the same shall be signed by all the parties as a token of acceptance.
- c. After signing the said accounts by the parties, the same shall not be questioned and / or challenged for any reason whatsoever and the same shall be binding upon all the parties.

14. ENTITLEMENTS OF THE PARTIES

a. Interest on Capital

- i. Interest on capital contributed by the parties shall be allowed at 12% (Twelve Percent) per annum simple interest and as per the provisions of the Income Tax Act, 1961 or any other applicable provision as may be in force for the Income Tax Assessment of partnership firm for the relevant accounting period.
- ii. The parties may mutually decide to allow interest at rate lower than 12% (Twelve Percent) per annum or no interest if the firm is running into loss / no profit is available / available profit is less.

b. Drawings

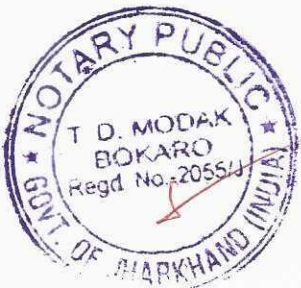
- i. The parties shall be entitled to withdraw money as drawings upon mutual consent of both the parties and as per the provisions of the Income Tax Act, 1961 or any other applicable provision as may be in force for the Income Tax Assessment of partnership firm for the relevant accounting period.
- ii. The parties may mutually decide to allow no drawings if the firm is running into loss / no profit is available / available profit is less.

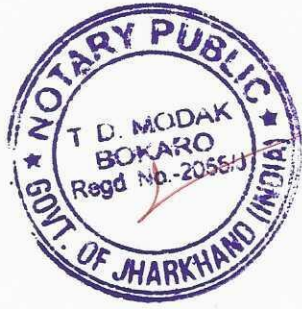
c. Remuneration

- i. The parties shall be entitled to a monthly salary to be paid annually as given below :

NAME		SALARY	
Piyush Jain	First Party	Rs. 50,000	Per Month
Shyam Sunder Jain	Second Party	Rs. 50,000	Per Month

- ii. The parties hereof shall also be entitled to bonus and commission at a rate as mutually decided by the parties.





Piyush Jain,

Shyam Sunder Jain

Handwritten signatures and initials, including 'Piyush Jain', 'Shyam Sunder Jain', and 'T.D. Modak'.

- ii. The aggregate salary, bonus and commission per annum shall be as per the provisions of the Income Tax Act, 1961 or any other applicable provision as may be in force for the Income Tax Assessment of partnership firm for the relevant accounting period.
- iv. The quantum of remuneration can be increased or reduced as mutually decided by the parties hereof.
- v. The parties may mutually decide to allow no remuneration if the firm is running into loss / no profit is available / available profit is less.

d. Profits or Losses

- i. The Net Profit or loss of the firm as determined in each financial year shall be divided amongst the parties in the ratio as follows :

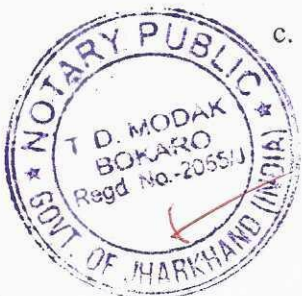
NAME		PROFIT / LOSS
Piyush Jain	First Party	50 % (Fifty Percent)
Shyam Sunder Jain	Second Party	50 % (Fifty Percent)

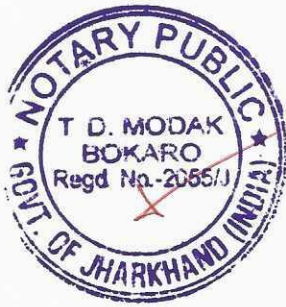
- ii. Net Profit will mean the excess of income earned by the firm over the expenses incurred by the firm.
- iii. Similarly, losses will mean excess of expenses incurred by the firm over the income earned by the firm.
- iv. The net profit or loss sharing ratio may be changed, altered and / or modified upon mutual consent of all the parties.

15. RIGHTS, OBLIGATIONS AND INDEMNITIES

Mutual rights, obligations and indemnities of the parties are as follows :

- a. None of the parties or the Partnership Firm shall be liable and / or responsible for the personal debts and / or liabilities contracted and / or incurred by any other parties whether existing before this date hereof or incurred hereafter.
- b. Each of the parties hereof shall punctually discharge its separate and / or private debts, liabilities and / or expenses if any and shall always keep the firm and its other parties hereof clear, acquitted, exonerated and free from all or any losses and / or damages for any of its separate and / or private debts, liabilities and / or expenses thereof.
- c. Each of the parties shall be just and faithful to the other parties hereof and shall honestly and diligently work for the said firm thereby affording all assistance in its power in carrying on the profession of the firm to their utmost mutual faith.





Piyush Jain,

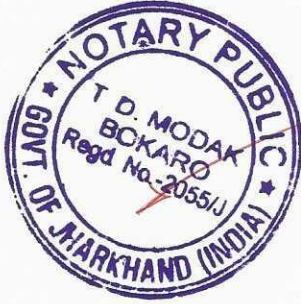
Shyam Sundar Jaiswal

*Subodh Kumar
Prasad
Raj
25/9/23*

- l. Each of the parties shall, at all times give to them full information and truthful explanation without concealment or suppression of or any matter within its knowledge relating to the affairs of the firm.
- e. All the parties shall act in mutual consultation for the benefit and interest of the firm.
- f. Neither of the party shall, in his own name commit the firm for any of his unauthorised acts. The firm shall in no way be responsible for any commitments or acts done in the name of the firm and not incorporated in the books of accounts.
- g. The firm presently constituted shall not be responsible for any of the business carried on by any of the parties in their individual capacity or in partnership with anybody else.
- h. Every party shall indemnify the firm for any loss caused to it by his fraud in the conduct of its business.
- i. No party shall divulge any information of the partnership or of its clients to any outsiders.
- j. None of the parties hereof shall without the consent in writing of the other parties hereof, first had and obtained
 - i. bind the assets of the firm in any way except for the benefit of the firm
 - ii. sell, mortgage, charge, encumber, alienate, transfer and / or otherwise deal with its share in the firm or any part thereof to any outsider
 - iii. enter into any bond, confess judgement, become bound as bail and / or stand surety or security with or for any person or persons or willingly do or suffer or cause to be done any act, deed, matter and / or thing whereby the capital, property and / or goodwill of the firm and / or any part thereof may be seized, jeopardized, attached and / or take into execution
 - iv. submit a dispute relating to the business of the firm with third party to arbitration
 - v. compromise, relinquish any claim or part thereof by the firm
 - vi. enter into partnership on behalf of the firm
 - vii. withdraw a suit or proceeding filed on behalf of the firm
 - viii. acquire any asset on behalf of the firm
 - ix. open bank account or accounts of the firm in its own name

Any party committing breach of any of the foregoing stipulations shall indemnify the firm from all losses and expenses incurred or to incur by the firm in that connection.





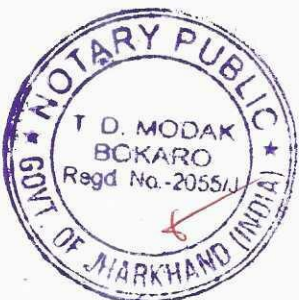
Pymn Jain
Shyam Sunder
Pooja Kumar
Adh
25/07/22

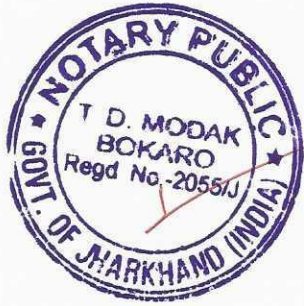
16. ADMISSION OF PARTY

- a. The parties hereto may admit a new partner or partners only with the consent of all the existing parties in writing and on such terms and conditions as mutually agreed upon.
- b. The incoming party has to bring such share of capital as decided by the existing parties.
- c. On admission of a party, the firm shall be reconstituted and the terms of the reconstituted partnership shall be the same as laid down herein, save to the extent varied at the option of the parties.

17. RETIREMENT OF PARTY

- a. The retirement of any of the party shall not automatically dissolve the partnership.
- b. If any of the parties desire to leave this partnership by way of retirement and / or insolvency, he shall give 3 months' clear notice in writing to the other parties.
- c. On the expiry of the notice period, he shall be deemed to have left the partnership.
- d. The outgoing party will handover the property of the firm under his possession and / or any other books / documents etc. belonging to the firm or any of its clients to the remaining parties.
- e. The account of the outgoing party will be settled within a period of 180 days from the date of leaving the partnership and for this purpose the net realizable value of all the assets as well as goodwill of the firm will be determined by the Chartered Accountant and / or a valuer duly appointed by consent of all the parties.
- f. On the basis of the net realizable value of all the assets and also the value of goodwill, the total net worth of the firm will be determined and the outgoing party will be given his share (based on the profit / loss sharing ratio) as determined on the basis of the net worth of the firm as assessed.
- g. If such share of outgoing party is retained by the firm, it shall be treated as its loan account to be paid by the firm with interest of not less than 6% per annum or as mutually agreed amongst the parties.
- h. On retirement, the outgoing party shall not in any way interfere with the business of the firm.
- i. The remaining party shall be authorized to carry on the business and find another suitable party to serve as partner in the partnership within three months from the date of receipt of notice from the outgoing party.
- j. If the remaining party is unable to find another suitable party to serve as a partner in the partnership, the firm shall be dissolved immediately and the remaining party shall complete any ongoing projects related to the partnership as sole proprietor.





Pratik Jain,

Shyam Sunder ji

Rohit Kumar
Bhaskar
Amit
25/9/23

18. DEATH, INSOLVENCY OR LUNACY OF PARTY

- a. The death, insolvency or lunacy of any of the party shall not automatically dissolve the partnership.
- b. At the happening of such a contingency arising in case of parties hereto, such party shall be deemed to have retired from the firm as on the date of such contingency and his heir / successor / permitted assigns shall be paid by or shall pay to the firm the amount due as if such party has retired on the date of such contingency.
- c. If such share of such party is retained by the firm, it shall be treated as its loan account to be paid by the firm with interest of not less than 6% per annum or as mutually agreed amongst the parties.
- d. In case of such contingency, even sole surviving party shall be authorized to carry on the business and find another suitable party to serve as partner in the partnership for a maximum period of three months from the date of happening of such contingency.
- e. If the remaining party is unable to find another suitable party to serve as a partner in the partnership, the firm shall be dissolved immediately and the remaining party shall complete any ongoing projects related to the partnership as sole proprietor.

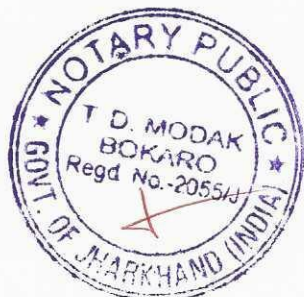
19. DISSOLUTION OF THE FIRM

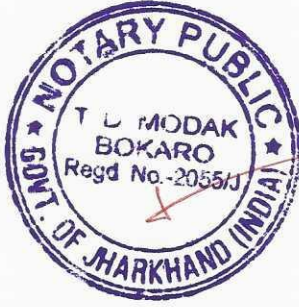
Upon the determination of this partnership deed, the properties and assets belonging to this firm shall be dealt in the following manner :

- a. First, all the outstanding assets shall be collected.
- b. Second, all the ascertained debts and liabilities to outsiders shall be liquidated.
- c. Third, all debts and liabilities of the parties for loans if any and then for capital shall be satisfied.
- d. Last, the balance of the monies, assets and properties if there be any, shall be distributed between the parties hereof in their profit-sharing ratio.

20. GOVERNANCE

All other matters not hereinbefore otherwise expressly provided for or amended by the parties herein writing, shall be governed by the provisions of THE INDIAN PARTNERSHIP ACT, 1932 and statutory modifications thereof in force from time to time.





Piyush Jain,

Shyam Sunder S-1-

Sukhraj Kumar
Bansal
A-2
25/9/22

21. ARBITRATION

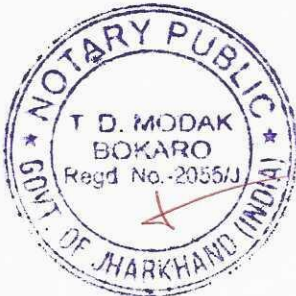
All matters of difference and / or disputes and all questions whatsoever which may or shall either during the continuance or upon the determination of this partnership arise between the parties hereof in regard to any matter or thing whatsoever relating to

- a. the partnership affairs and / or
- b. to the construction and / or application of any clause herein contained and / or
- c. to any accounts, valuation and / or division to be made hereunder and / or
- d. to any act, deed and / or
- e. omission of any of the parties hereof and / or
- f. to the rights, duties and / or liabilities of any persons under these presence

shall forthwith be referred to arbitration according and subject to the provisions of the Arbitration and Conciliation Act, 1996 and The Indian Partnership Act, 1932 and any other statutory modifications thereof for the time being in force.

22. ALTERATION IN THE PARTNERSHIP DEED

All or any of the above terms may be varied, altered, rescinded, modified and / or added to the mutual consent of all the parties herein to be expressed in writing.



IN WITNESS WHEREOF, all the parties have put their respective signature with their free will and consent after understanding above said contents in presence of the following witnesses :

FIRST WITNESS

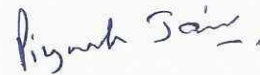


(ANUP KUMAR SUDRANIA)

Son of: Late C. L. Sudrania

Address :
Bye Pass Road
CHAS - 827013
BOKARO

FIRST PARTY



(PIYUSH JAIN)

SECOND PARTY



(SHYAM SUNDER JAIN)

SECOND WITNESS

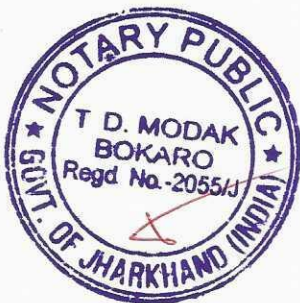


(VIKASH KUMAR AGARWAL)

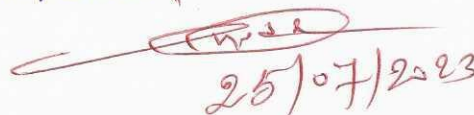
Son of: Late BHAGWAN Agarwal

Address : Aaradhya Heights
PRABHAT COLONY
CHAS, BOKARO

Justified by me
Pankaj Kumar
Bansal
Adw
25/7/23



On Identification by the Advocate
Sri/Smt. P. K. Bansal
Attested the Signatures & Thumb
Impression



25/07/2023

T. D. Modak
NOTARY PUBLIC
Bokaro (Jharkhand)
Regd. No.-2055/J

Sl. No. 50813

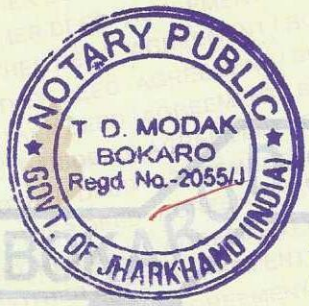
B.D.B.A. No.

SL. No. 911

Date 25/07/2023

Piyush Jais

Piyush Jais
B. D. B. A.
25/07/23



On Identification by the Advocate
Sri/Smt. P. K. Senses
Attested the Signatures & Thumb
Impression

25/07/2023

T. D. Modak
NOTARY PUBLIC
Bokaro (Jharkhand)
Regd. No.-2055/J



AGREEMENT/ BOND/OTHER DEED A.W.F. B.D.B.A. Sl. No. 50813

Full Name of Advocate..... E. No.

Bokaro District Bar Association, Bokaro

Price Rs. 500/-

Date Signature.....

[Signature]