



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No.	: IN-JH25445098161185S
Certificate Issued Date	: 18-Jan-2020 01:40 PM
Account Reference	: NONACC (SV)/jh9004904/ JAMSHEDPUR/ JH-ES
Unique Doc. Reference	: SUBIN-JHJH900490436657934177958S
Purchased by	: GANPATI PROMOTERS DEVELOPERS
Description of Document	: Article 46 Partnership
Property Description	: PARTNERSHIP DEED
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GANPATI PROMOTERS DEVELOPERS
Second Party	: NA
Stamp Duty Paid By	: GANPATI PROMOTERS DEVELOPERS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

Known to me

*[Signature]*  
L. K. Bahadur  
Advocate

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

## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 18TH  
DAY OF JANUARY, 2020 AT JAMSHEDPUR;

AMONGST:

SIR 0005545207

### Statutory Alert:

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

For GANPATI PROMOTERS & DEVELOPERS

*Shri Shailish Kumar Modi*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*Akshay*  
Partner

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For GANPATI PROMOTERS & DEVELOPERS

*Kamlakar Mishra*  
Partner

Known to me

*L. K. Bahadur*  
Advocate  
18/1/2020

**SHRI SHAILESH KUMAR MODI**, son of Shri Gobardhan Das Modi by faith Hindu, by nationality Indian, by occupation Business, resident of H.No. 179, A. Laxmi Bhawan, Rohini Road, Near Hanuman Mandir, Semariya, Deoghar, P.S. Jasidih, in town Jasidih, District Deoghar - 814142, State of Jharkhand, hereinafter called the FIRST PARTNER/FIRST PARTY of the FIRST PART

A N D

**SHRI AVITOSH KUMAR PARIDA**, son of Shri Bhabagrahi Parida by faith Hindu, by nationality Indian, by occupation Business, resident of E/488, A. Block, Sonari East, P.S. Sonari, in town Jamshedpur - 831011, District East Singhbhum, State of Jharkhand, hereinafter called the SECOND PARTNER/SECOND PARTY of the SECOND PART;

A N D

**SHRI KAMLAKAR MISHRA**, son of Shri Ishta Narayan Mishra by faith Hindu, by nationality Indian, by occupation Business, resident of Flat No. A\5\P8, Kamdhenu Apartment, Block A, Marine Drive Road, Kadma, P.S. Kadma, in town Jamshedpur - 831005, District East Singhbhum, State of Jharkhand, hereinafter called the THIRD PARTNER/THIRD PARTY of the THIRD PART;

NATURE OF DEED: DEED OF PARTNERSHIP

**WHEREAS** the parties have started and/or carried on business of promoter and developer, real estate, all type of civil construction & fabrication in Partnership under the name and style of **GANPATI PROMOTERS & DEVELOPERS**, with effect from 15.01.2020;

**AND WHEREAS** the parties hereto, to avoid all litigations or misunderstandings, if any, amongst the parties in respect of partnership business, have voluntarily agreed to execute a proper deed of partnership dealing with their right, title, interest, claim, investment, business policy, Banking operation, management and



For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

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For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

Known to me

*[Signature]*  
L. K. Barua  
Partner

other affairs of the business and as to how the said business to be carried out in an efficient manner;

NOW THIS DEED OF PARTNERSHIP INCLUDING ALL ITS TERMS AND CONDITIONS WITNESSETH AS FOLLOWS:

1. That the name and style of the business under which the partnership is being carried and/or shall be carried as **GANPATI PROMOTERS & DEVELOPERS**.

2. That the parties are and shall be deemed to be partners of the firm and business with effect from today 15.01.2020.

3. That the partnership shall be at WILL and shall continue with the mutual consent of the partners hereto until dissolve. That the terms of the partnership may be modified, altered or added from time to time as may be mutually agreed upon.

4. That the office of the partnership shall be at:

“Shop No.2, Ground floor, Panchrenu Apartment, Near South Park Dispensary Road, Bistupur in town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code – 831001”

And the same may be shifted to any other place or places as may be agreed by the parties mutually. The parties may open any branch or branches of the firm in anywhere in India.

5. That the profit or losses of partnership shall be divided between and by all the parties in the following ratio:

FIRST PARTNER	.....	50%
SECOND PARTNER	.....	25%
THIRD PARTNER	.....	25%

6. That all finance, including required capital, day to day expenses, other expenses, that may be incurred for carrying the business shall



For GANPATI PROMOTERS & DEVELOPERS

*Shikha hame rishi*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*Aulakh*  
Partner

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For GANPATI PROMOTERS & DEVELOPERS

*Ramlakar hishi*  
Partner

Known to me

*L. K. B...*  
Advocate

be invested and borne by the parties/partners as mutually agreed upon.

The individual partner may invest capital in excess of his P.L Ratio in the business for which such partner or partners shall be entitled to get 'Interest on Capital' from the partnership firm.

Interest at the rate of 12% per annum or such lower rate as may be prescribed by Section (40b) of the Income Tax Act, 1956 or any amendment thereof which may be in force in the relevant financial year shall be payable to the partners on the capital standing to the credit of the Partners Capital Account of each partners at the close of the accounting year.

7. That the partners may be allowed withdrawals out of the partnership fund for such sums from time to time as may be mutually agreed upon and all such sums so withdrawn shall be debited to their respective capital account.

8. That all the Partners will actively manage and conduct the affairs of the firm and shall be entitled to remuneration as follows:

Book Profit

Up to Rs 300000/-

Remuneration

Rs 150000 or 90% of book profit whichever is more.

On Balance of Profit

60% of book profit.

The above remuneration should not exceed the limit prescribed u/s 40(b) of the Income Tax Act, 1961 including amendments from time to time. It has also been agreed by the partners to restrict or vary the total amount of remuneration or its distribution if mutually agreed by all the partners.

9. That the firm may open one or more bank account or accounts in any Nationalized or Non nationalized bank or banks in India and such



For GANPATI PROMOTERS & DEVELOPERS  
*[Signature]*  
Partner

For GANPATI PROMOTERS & DEVELOPERS  
*[Signature]*  
Partner

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For GANPATI PROMOTERS & DEVELOPERS  
*[Signature]*  
Partner

Known to me

*[Signature]*  
L. K. Bhatnagar  
Advocate

account or accounts shall be operated by joint signatures of First partner and any one from second partner or third partner of the firm. The mode of operation of bank accounts may be changed in future as decided by all the partners of the firm. The account may also be operated by any agent or attorney of the firm as decided by the partners and indicated in the instructions to the bank given by the firm from time to time.

10. That the business of the partnership shall be of promoter and developer, real estate, all type of civil construction & fabrication and/or any other business that may suit to them.

11. That all papers, documents of the business including tender, quotation, bills, vouchers, challans etc. shall be signed and placed by any partner for and on behalf of the firm.

12. That all employees, agents and workmen for the business shall be engaged by and dismissed with joint consent of the partners or any acting partner, through and for and on behalf of the firm.

13. That all the partners shall be fair and diligent for business and shall work best for the business and interest and benefit of the firm.

14. That all the partners jointly or severally shall collect all cheques, cash, drafts, and payments from all customers or any amount payable to the firm deposit such amount or amounts with the existing account or accounts of the firm.

15. That the firm shall maintain proper and regular account with all vouchers, receipts, sureties, papers etc. and such papers and documents shall be kept in the office of the partnership firm.

16. That the Books of account of the firm shall be maintained according to English financial year commencing from 1st. April and the Books of account shall be closed on the forth coming 31st. March



For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

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For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

Known to me

*[Signature]*  
L. K. Bahal  
Address

and the balance sheet shall be prepared accordingly for the relevant financial year. Books of accounts shall be maintained at the office of the Partnership and each party shall have access there to inspection and taking necessary extracts there from.

17. That no partner shall singly raise any loan for the business of the said firm, nor shall do anything otherwise or adverse by which the firm may be involved in financial loss or damage or incident or implicate in any proceeding.

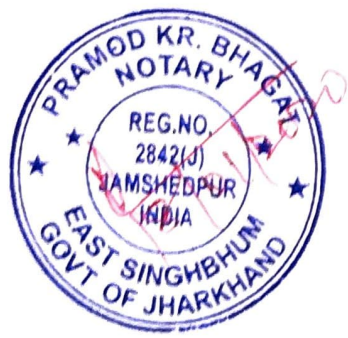
18. Each partner has entered into this partnership in the individual capacity and shall

- a) Carry on the business of the firm to the greatest common advantage.
- b) Be just and faithful to the other partners or their legal representative and
- c) Pay his separate and private debts relating to his separate business (es) and shall indemnify the other partners and the partnership assets against all proceedings, claims or demand in respect thereof.

19. That if any of the partners want to retire from the business he shall state his intention to do so by giving 60 days prior notice to the existing partner/s. His/her account will be settled as per the balance outstanding in the capital account and after making necessary adjustment for profit/ losses which shall be due as on the date of his/her retirement.

20. The parties hereto are authorized to raise loans from banks or other financial institution with consent wherever deemed expedient for the purpose of the business and the said loan will be used only for the benefit of the firm and no such amount is to be used for personal benefits.

21. All notice required to be given to each partner have under, shall



For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

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For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

Known to me

*[Signature]*  
L. K. Bhagat  
Advocate

be deemed to be duly served if addressed to such partners at the office of the firm and sent by registered post.

22. That in the event of death of any partner the firm will not be dissolved but shall continue with the legal heirs of the deceased partner/s admitting his share in the said business.

23. That the firm upon dissolution may be wound up as per provisions of the partnership Act, time being in force or as may be amended from time to time.

24. That in case of any dispute between the partners either in connection with the interpretation of this deed or any matter connected with the partnership shall be referred to the arbitration under "The Arbitration Act, 1996" then enforce and the decision shall be final and binding on all the partners.

And thereto parties have mutually agreed to appoint Sri Rajnandan Rai a retired Principle, District & Section Judge (Jharkhand) to act as an Arbitrator.

25. That all the terms and conditions of the partnership shall be governed in accordance with the terms and conditions laid down in the Indian Partnership Act, 1932.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SIGNATURES ON THIS THE DAY, MONTH, YEAR AND PLACE FIRST MENTIONED ABOVE AT THE OUTSET.



WITNESSES:

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

1. BANWARI LAL BONTALIA  
4 - DIAGONAL ROAD  
BISTUPUR - 831001  
JAMSHEDPUR

SIGNATURE OF THE FIRST PARTNER.

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

Sign- *Banwari Lal*

2. SANDEEP BARWALIA  
C/O PREMCHAND BARWALIA  
BORA PATTI, NAYA BAZAR  
JUGSAIAT - 831006  
JAMSHEDPUR

SIGNATURE OF THE SECOND PARTNER.

For GANPATI PROMOTERS & DEVELOPERS

*[Signature]*  
Partner

Sign- *Sandeep Barwalia*

SIGNATURE OF THE THIRD PARTNER.

Known to me

Attested the signatures of the  
Executant/Executants, who Signed/  
Put L.T.I., in my Presence of *L.K. Bahadur*  
..... Advocate  
District Court, Jamshedpur and also  
identified by him.

L. K. Bahadur  
Advocate

*[Signature]*  
18/11/2020



*[Signature]*  
Pramod Kr. Bhagat  
NOTARY  
E.Singhbhum, JSR