



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 60f9c673967d67c90ef2

Receipt Date: 05-Nov-2020 01:02:23 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name : Ranchi

Stamp Duty Paid By: PRADEEP KUMAR MAHTO

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: JAI MATA DI CONSTRUCTION

Second Party Name: NA

GRN Number: 2002647362

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



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 मुद्राक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक जुल्क का मुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की भारा 62 अन्तर्गत दण्डनीय अ<u>प्रयाध है</u>

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE ON THE 5th DAY OF NOVMBER 2020.

BETWEEN

1. PRADEEP KUMAR MAHTO Son of Late Prafulya Chandra resident of at Baruhatu Tola, Chirgaldih, p.S. Somahatu Distribution (Jharkhand) pin code 835204, hereinafter referred to as of thr FIRST PART

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2. DILIP KUMAR GUPTA Son of Late Ganesh Prasad Sahu resident of at Birgaon, Mahavir Toil Lowaih, P.S. Namkum, District Ranchi (Jharkhand) pin code 835225, hereafter referred to as Party of the SECOND PART,

Where expressions shall Include or context there of their legal heir, executors, administrators and representatives of the respective Parties.

WHERES the Raties of the **FIRST** and **SECOND PART** have decided hr doing business of works Contract and Supply, Trading or any often business as decided by Parties.

New THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER

- 1. NAME:- The partnership business shall be carried on under the name and style of JAI MATA DI CONSTRUCTION and shall continue to be do carried until the Parties here to decide to change the derm name by Mutual consent.
- 2. PLACE:- The business of Partnership shall be controlled from its Principal place at Mahavir colony Lowadih, Res. Namkum District,

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Ranchi (Jharkhand). The Partners shall be untilled by both Parties Jointly.

3. **TYPE**:- The firm shall carry on the business of works contract and supply, Trading or any other business as the partner may decide from time to time.

4. **DURATION**: The duration of this partnership shall be "**AT** WILL" and it shall continue till the partner's desire.

5. **RATIO**: A profit and loss amount at the end of accounting year shall be drawn after crediting all incomes and debiting all the expanses incidental to and incurred for the purpose of partnership business.

6. PROFIT OR LOSS INCIDENTAL TO THE BUSINESS: Any profit or loss arising in the accounting year shall be shared//borne by the Parties in the following ratio.

1. PRADEEP KUMAR MAHTO

: 50%

2. DILIP KUMAR GUPTA

: 50%

7. ACCOUNTING YEAR: the accounting year of the partnership shall be on financial year basis. This shall begin on first day of April and end on 31st.day of March next year.

8. **DRAWINGS**: Each partners shall draw such amount as may be decided mutually from time to time and according to the availability of the funds.

ACCOUNTS: Proper books of accounts as required by the laws shall be kept at the principal place of the business. Each partner shall have the right to inspect such books during the working hour or of the and shall be entity.

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10. BORROWINGS: Should any further funds to be required over and above the capital brought in by the partners the same can be borrowed from private individuals, financial institutions, banks or other persons. Any interest on such funds borrowed for the purpose for the partnership business shall be treated as expenditure of the partnership.

11. That all the partners shall be working partners and entitled to salary, commission, bonus, interest, as per provision of income tax Act. 1961.

12. BANK ACCOUNT: The bank account shall be opened in the firm name with any bank as the partners may decide mutually. The bank account shall be operated by both Parties jointly.

13. That the partners will be entitled for interest on capital, salary remunderation or other benefit as per provision of Income Tax Act. 1961.

Each Partner shall:

- Be just and faithfully to the other partner in all the transactions relating to the partnership business and at all times give to the others a true account of all the dealings.
- Diligently and faithfully employ him/herself to bring about the proper performance of the partnership work provided that each partner shall be free to undertake his business individually or in partnership work otherwise.
- Punctually pay and discharge his seoeratet of the partnership III.
- IV. Observe all laws and regulations governing the conduct of the partnership.
- No partner shall without the consent of other: 15.
 - i) Engage or dismiss any employee of the partnership.
 - ii) Except in the ordinary course of the business for the benefit of the partnership eledge the credit of the partnership or incur

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liability or lend any money or behalf of the partnership pledge the credit of the partnership or incur liability or lend any money on behalf of the partnership.

- iii)Lend money or give credit on behalf of the partnership to or have any dealings with any person, company or firm with whom the other partner or partners shall have previously requested him by writing not to deal and any loss incurred through any breach of this provision shall be made good to the partnership by the partner committing the breach.
- iv) Enter into any bond or give bail surety for any person as knowingly cause or permit or suffer to be done by anything whereby the property of the partnership be taken in execution or otherwise endangered.
- v) Assign mortgage or change his share in the partnership or any part of or enter into partnership with any other person concerning such shares or any part thereof.
- Compromise or compound or (except upon payment in full) release or discharge any debts due to the partnership.
- At any time make any admission of liability in respect of any vii) claim alleging breach of duty or negligence by the partnership.
- Dispose, pledge, sell or otherwise part with any part of the partnership property.
- 16. ADMISSION: Any new partner or partners may be admitted to the partnership by unamnimous consent of all the partners and the share to be given to the incoming partner or partners shall be mutually decided upon by the parties hereto.
- RETIREMENT: If any partner is desious of retiring from the firm, a notice (Written notice) of his intention shall be required to be given to Amer. The partner shall retire only after

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Authorised under Notaries Act-1962 and Notaries Rules 1956 by Sovernment of Jharkhand, India

settling accounts with partnership and other partner. The retiring partner shall be paid the credit balance of his capital account including amount of his share of profit till the date of retirement and such amount as goodwill and net increase in the value of capital assets as the partner may mutually decide at the relevant times.

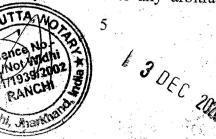
18. **DEATH**: In case of the death of partner, the amount of his capital, profit till the date of death shall be paid to his legal heirs.

19. **THAT** the goodwill of the partnership firm shall be computed from the date of this partnership no party or parties shall be entitled for goodwill except in the case-winding up of the partnership.

20. **DISSOLUTION**: Upon retirement death or bankruptcy of any partner, the partnership shall not be automatically dissolved or come to an end but it may be continued by the remaining partner or such terms as they may mutually decide on such event.

THAT on winding up of the partnership, the assets of the firm including the goodwill of the firm or consideration obtained for its disposal shall be applied in the following manner and order:

- i) In paying the debt and liabilities of the firm to persons who are not partners therein and the expenses of winding up.
- ii) In paying to each partner relatively what is due to him from the firm for advance or loans as distinguished from capital.
- iii) In paying to each partner relatively what is due to him on account of capital; and
- iv) In paying the residue, if any in the profit or loss sharing ratio to the party.
- 22. **ARBITRATION**: Should any difference of any opinion or dispute arising amongst the parties to these present on any matter, the same shall be resolved by reference to any arbitrator according to the



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Indian Arbitration and Conciliation Act, 1996 or any statutory modification or replacement thereof.

23. **THAT** with the consent of all partners, without prejudice to the interest of others, the contents of this deed of partnership may be modified, amended, added, deleted revised or altered in the best interest of the partnership, if desired to be so.

The above terms and conditions of the partnership are agreed upon by each parties to these presents by their own free will without anybody's force, and they are binding on all of use/our legal heirs, executors, assignees.

IN WITNESS WHEREOF the parties to these presents have put their respective hands today on this, the 13th day of June,2020 at Ranchi.

WITNESSES:

1. Brown Syl

SIGNATURE OF PARTNERS

(PRADEEP KUMAR MAHTO)

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(DILIP KUMAR GUPTA)

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