

## **Government of Jharkhand**

### **Receipt of Online Payment of Stamp Duty**

#### **NON JUDICIAL**

Receipt Number: ab144c08b6fc4a55456a

Receipt Date: 10-Feb-2021 10:53:29 am

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Token Number: 20210000017608

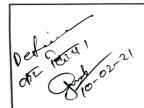
Office Name: District SRO - Jamshedpur

Document Type: Partnership

Payee Name: MOHAMMAD OWAIS (Vendor)

**GRN Number:** 2104324542





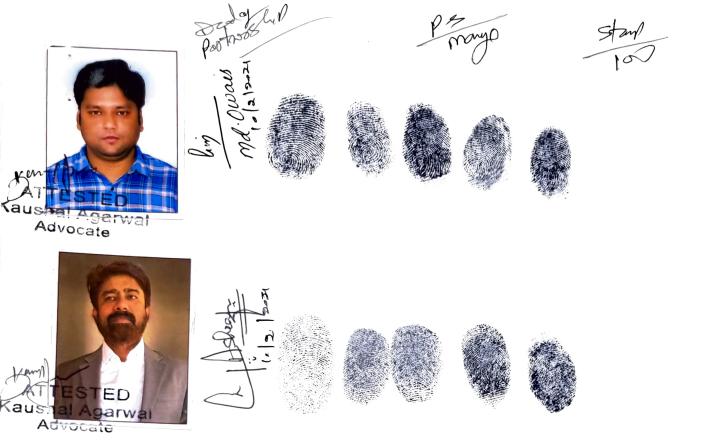
-: For Office Use :-



2021/JSR/812/BK4/59

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियस्, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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#### **DEED OF PARTNERSHIP**

THIS DEED OF PARTNERSHIP is made on this the 10 day of February, 2021 at Jamshedpur:

#### **BETWEEN**

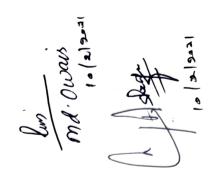
MOHAMMAD OWAIS (PAN: ABKPO3005E, UID No. 2244 7989 5268), son of Md. Yakub, by faith Muslim, by nationality Indian, by occupation Business, resident of H.No.12, Road No.18C, Old Purulia Road West, Zakirnagar, P.O. & P.S. Azadnagar, Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter called the FIRST PARTY (which terms and expression shall include and mean his heirs, assigns, legal representatives, successors, administrators) of the FIRST PART;

#### <u>AND</u>

MD. ASHRAF (PAN: AFAPA6142G, UID No. 4696 0881 1077), son of Late Abdul Rashid, by faith Muslim, by nationality Indian, by occupation Business, resident Flat No. 6/2, Alishan Tower, Phase-III, Road No.1, Azadnagar, P.O. Azadnagar, P.S. Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter called the SECOND PARTY (which terms and expression shall include and mean his heirs, assigns, legal representatives, successors, administrators) of the SECOND PART;

NATURE OF DEED: DEED OF PARTNERSHIP

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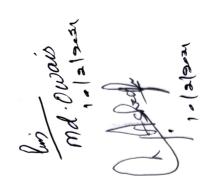
WHEREAS the parties hereto, have agreed to start business of all type of Building construction, Promoter and Developer, Labour supply, Civil Construction, mechanical and fabrication etc. in Partnership under the name and style of M/s RISING ASSOCIATES, with effect from today;

AND WHEREAS the parties hereto, to avoid all litigations or misunderstandings, if any, between 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 other affairs of the 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 shall be carried as M/s RISING ASSOCIATES.
  - 2. That the parties shall be deemed to be partners of the firm and business with effect from today.
- 3. That the partnership shall be at WILL and shall continue with the mutual consent of partners hereto until dissolve.
- 4. That the office of the partnership shall be at:

"Shop No 7, ground floor, Dream Tower Beside HDFC Bank, near Chepa Pool, Main Road, (New Prulia Road), Jawaharnagar, Mango, Jamshedpur district East Singhbhum, State of Jharkhand, Pin Code-832110" and the same may be shifted to any other place or places as may be agreed by the parties mutually. The parties may mutually open any branch or branches of the firm in anywhere in India.



:3:

5. That the partners shall distribute the profit and bear the losses equally i.e.in the ratio mentioned below:

FIRST PARTNER......50%
SECOND PARTNER......50%

6. That both the parties of the firm have agreed to keep themselves actively engaged in the conducting the affairs of business of the partnership firm. The said partners shall be working partners, It is hereby agreed to that I consideration of the said parties keeping themselves actively engaged I the business of the partnership firm and working as working as working partners, shall be entitled to remuneration.

The remuneration payable to be said working partners shall be computed I the manner laid down or under Section 40(b)(v) read with Explanation 3 of the partnership firm for the relevant accounting year.

The partners shall be entitled to increase or deduce the above remuneration mutually and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

7. That all finance, including required capital, day to day expenses, other expenses, that may be incurred for carrying the business shall be invested and borne by the parties/partners as per their Profit & Loss Ratio and /or in any manner as per their capacity and/or at such ratio as the parties may mutually agreed upon.

- 8. That the firm any open one of more stands any Nationalized or Non nationalized bank or banks in India and such account or accounts shall be operated by the joint signature of the both the partners,9. That the business of the partnership shall be all type of Building
  - 9. That the business of the participation of the construction, mechanical and fabrication etc. and/or any other business that may suit to them mutually.
  - 10. That all papers, documents of the business including tender, quotation, bills vouchers, challans, receipts etc. shall be signed and placed by any partner for and on behalf of the firm.
    - engaged by and dismissed with joint consent of the partners or any acting partner, through and for and on behalf of the firm. 12. That both the partners shall e fair and diligent for business and shall work best for the business and interest and benefit of the

11. That all employees, agents and workmen for the business shall be

- firm.

  13. That both the partners jointly shall collect all cheques cash, drafts, and payments from all customers or any amount payable to the firm by any or more party/parties and will deposit such amount or amounts with the existing account or accounts of the firm.
- 14. That the firm shall maintain roper 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.



: 5:

- 15. That the Books of account of the firm shall be maintained according to English financial year commencing from 1<sup>st</sup>April and the Books of account shall be closed on the forth coming 31<sup>st</sup>. March and the balance sheet shall be prepared accordingly for the relevant financial year.
- 16. 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.
- 17. That if any of the partner wants to retire from the business he shall state his intention to do so by giving 60 days period notice to the existing partner/s. The remaining/existing partner will have full right to admit any new partner/s in the partnership firm on such terms and conditions as he will deem fit and proper, for which the retiring partner will have no objection or interference at all.
- 18. That in the event of death 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.
- 19. That in case of any dispute arising between the partners regarding the partnership business shall be referred to Arbitrator or arbitrators appointed by the parties under the provisions of Arbitration and reconciliation Act1966 and the decision of such arbitrator/s shall be final and binding upon them.
- 20. That the firm upon dissolution may be wound up as per provisions of partnership Act, time being in force or as may be amended from time to time.

:6:

- 21. That the partners shall be entitled to mutually modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed an such deed when executed shall have effect unless otherwise provided from the first day of accounting period of which such supplementary deed is executed and the same shall from part of this deed of partnership.
- 22. That all the terms and conditions of the partnership shall be governed accordance with the terms and conditions laid down in the Indian Partnership Act.1932.

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

Read over and explained the contents of this Deed f partnership to the parties hereto in vernacular language, who admitted the same to be true and correct and signed in my presence.

#### **WITNESSESS:**

1. ZEESHAN RHAN SIO MEHBOOB KHAN HOUSENO. 11 ROADNO. 11 SIGNATURE OF THE FIRST PARTNER

PARIFNAGAR EAST JSR

CINICNI

SINGNATURE OF THE SECOND PARTNER

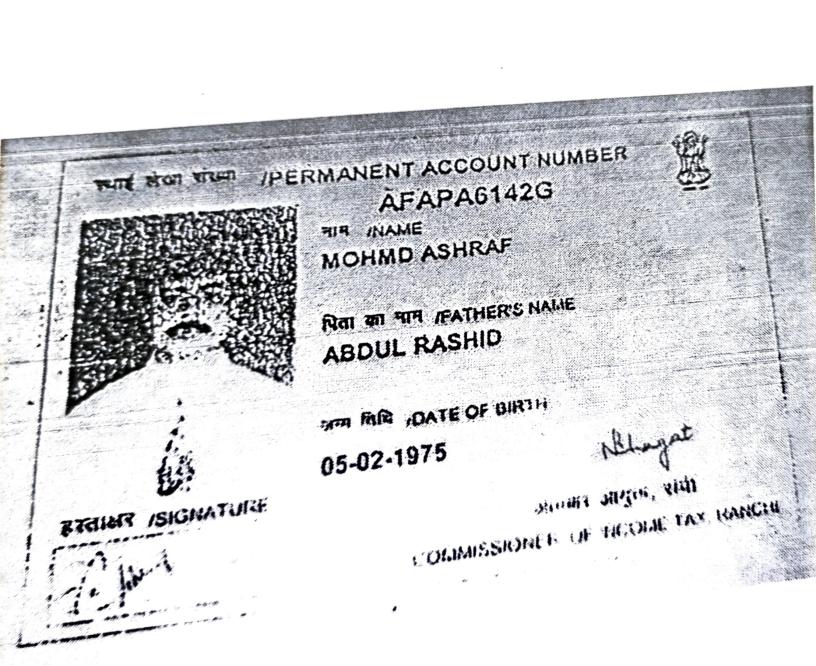
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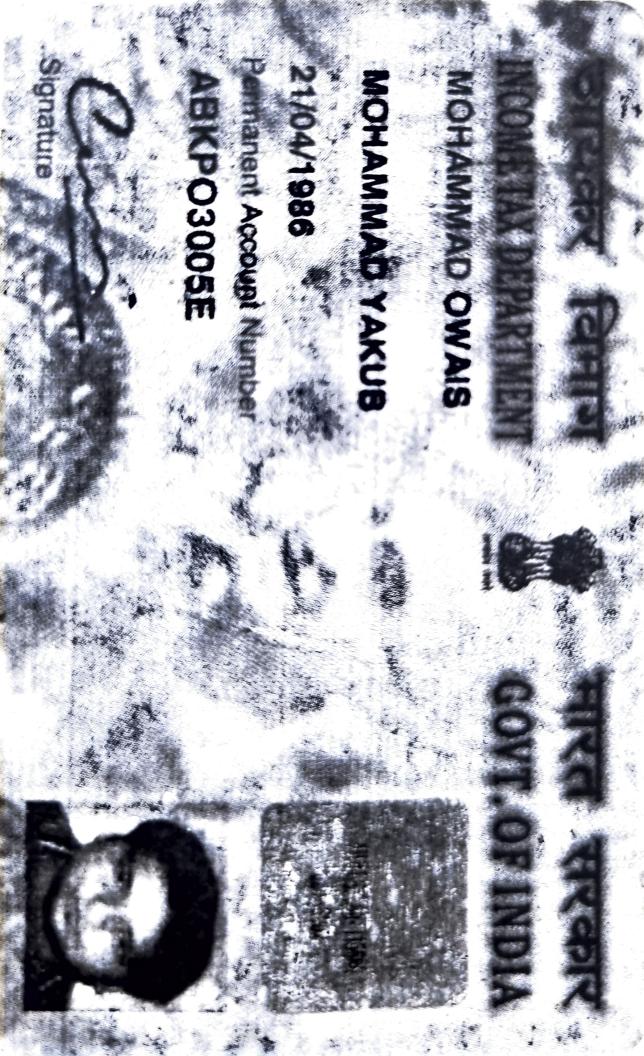
Drafted by:

Advocate Jamshedpur.

"Certified that the finger prints of the left hand of each persons whose photographs are affixed in this Deed of Partnership, have been obtained by me"

Advocate





# आयकर विभाग INCOME TAX DEPARTMENT



# Hारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ABBFR4353F

नाम/Name
RISING ASSOCIATES

निगमन / गठन की तारीख Date of Incorporation/Formation

09/07/2020

